



Storm Extras Terms & Conditions:

The following describes the terms and conditions between Storm Extras and you, an Artist, for you to work as a Supporting Artist, an extra, walk on artiste or other similar work for Production Companies (hereinafter referred to as "these Terms"). Your relationship with Storm Extras is governed by these Terms, which are applicable to each Assignment. You are presumed to have accepted these Terms by registering with Storm Extras (and thereafter upon your acceptance of any Assignment). Storm Extras reserves the right to periodically modify these Terms and you will be given independent notice of any such modifications.

These Terms constitute the whole agreement between you the Artist, and Storm Extras. An employment contract is not represented by these Terms. This Agreement contains the whole understanding and agreement between you and Storm Extras with respect to the subject matter of this Agreement.

The validity, legality, and enforceability of this Agreement's remaining provisions shall not be affected or hindered by the invalidity, illegality, or unenforceability of any part of this Agreement. Any delay, failure to perform, or interruption of the service under this Agreement caused by acts of God, civil or military authority, war, labour disputes, materials provided by third parties, or other reasons beyond Storm Extras' reasonable control shall not subject Storm Extras to liability.

Before being given consideration for chances on set, anyone under 18 must submit a Parental Consent Form .Until you send an email to fionadeasy@stormextras.ie asking to have your information removed, it will stay in the Storm Extras database.

How to apply & while a member:

- 1.1 You can apply to be included on our database of artistes by submitting the online application form. You must provide complete and accurate responses to all the information requested on this form including two photographs taken no more than 6 months previously.

1.2 To be eligible for roles as a featured extra and to give us a better knowledge of you we strongly urge you to complete our video registration alongside filling in our application form.

Important: by making an application:

1.3 You agree to be bound by these terms and conditions and comply with instructions given to you by the production crew or any staff member from Storm Extras.

1.4 You agree that you don't have any unspent criminal convictions other than driving convictions, including sexual offences under the Sexual Offences Act 2017.

1.5 You agree that you have never been found guilty of a crime or have committed a crime that could jeopardize Storm Extras' reputation or that of the businesses that directly or indirectly employ Storm Extras' services.

1.6 You agree that you are not on the sex offenders register and you have never been subject to any disciplinary action or sanction relating to vulnerable groups.

1.7 You confirm that there are no material facts that you consider ought to be disclosed and could be pertinent to your engagement, or likely to cause illness injury or damage to yourself or others, or you have informed us in writing of such facts.

1.8 You certify that you have the legal right to reside and work in Ireland and that you are able to give us your PPS number.

1.9 To enter the set, you must present a legitimate photo ID. Acceptable forms of identification would include a passport, driver's license, and college identification.

1.10 You certify that the information on your profile and/or given to any Storm Extras member is accurate.

1.11 You agree that you are not knowingly allergic to any make-up or prosthetics or have informed us in writing.

1.12 Storm Extras has the right to reject any application for membership. Storm Extras' decision is final, and it will not be discussed why membership was rejected.

1.13 You agree that we may publish your details (including your photographs and or videos) in the database, include your details on our website and any other materials, and forward your details to any production companies or any other client of Storm Extras and to contact you with offers of bookings and details of other productions we are casting for, and about other services related to your bookings.

1.14 You are not allowed to join Storm Extras if you disagree with any of the aforementioned terms.

2. Registration, Authority & Assignment:

2.1 You are not officially registered with Storm Extras until you receive an approval email from us after your application. It may take us longer to review and approve your application during busy periods or if your application is incomplete.

2.2 You must submit or upload two photos when you first register with Storm Extras. We cannot recommend you for any roles if we do not have a suitable image of you.

2.3 Storm Extras reviews each image to ensure it is appropriate for its intended use. No images other than your own, clearly recognizable personal photos are allowed on the website.

2.4 Photos that are of low quality, copyrighted, of famous people, or that are considered offensive, violent, or vulgar will be taken down. Storm Extras has the right to reject or remove any image that does not abide by these Terms or where we determine that the image is not of a high enough calibre. When sending a photo to Storm Extras by mail, you acknowledge that you are solely responsible for the image and that Storm Extras is not and will not in any way be accountable for it.

2.5 You give Storm Extras permission to use your image on our website and in any literature, brochures, mailings, or other marketing or sales-related materials that Storm Extras may occasionally commission or use. You acknowledge that the image you have provided of yourself at all times is a

current depiction of your appearance. Additionally, you consent to updating your photo every six to twelve months.

2.6 The parent or legal guardian agrees to update the images every three months for members under the age of twelve.

2.7 Photos older than a year may not be taken into consideration for casting possibilities.

2.8 By applying, you are not automatically included on our database, and we reserve the right to refuse your application or remove you from our database, for any reason. For the avoidance of doubt, if we refuse your application or we remove you from our database, this contract will automatically terminate.

2.9 Once we accept your application, you appoint Storm Extras to act as your agent in finding you bookings as an extra, background artiste, walk-on artist, or other similar work with production companies in accordance with this contract but that Storm Extras will only enter into any such contracts once you have consented with Storm Extras to accept an Assignment.

2.10 You give Storm Extras permission to negotiate and accept pay rates on your behalf. You thus provide Storm Extras your unreserved consent to negotiate and settle modifications to the amounts payable to you in the event of any payment dispute (in its sole discretion).

2.11 You give Storm Extras permission to make arrangements for all fees that the Production Company owes you to be paid to Storm Extras on the Artist's behalf.

2.12 You understand that since temporary employment is the nature of your position as a supporting artist, there can be times when nothing suitable is available. While we endeavour to find bookings for everyone in our database, we make no guarantee that we will offer you any bookings at any time. You acknowledge that Storm Extras alone will decide if an Assignment is appropriate, and that should no work be offered, Storm Extras won't be held responsible to the Artist.

3. Bookings

3.1 From time to time we may contact you to offer you bookings. We are not obliged to offer you any bookings at any time.

3.2 You are not obliged to accept any booking offered to you. Once you accept a booking, you must keep yourself free for the whole of that day. This applies even where a booking is for only part of a day, for example for a costume fitting.

3.3 If for any reason you do become unavailable for a booking you have accepted, you must contact the person at Storm Extras who booked you for that job as soon as possible.

3.4 If you fail to turn up for any booking without good reason, we may remove you from our database.

3.5 Any booking may be cancelled by production firms without penalty up until noon on the day before the booking. As soon as we are informed that your reservation has been cancelled, we will let you know. However, depending on the terms of the agreement, not all reservations will incur a cancellation cost. Any fees owing at the time of cancellation will be disclosed to you by us.

3.6 You must comply with the information provided in our Extras Guidebook

3.7 We strictly follow the "three strikes and you're out" policy since non-attendance and tardiness are particularly detrimental to our professional reputation. A formal warning will be given to any artist who misses two separate bookings within a 12-month period. The Artiste will be automatically deleted from our records if they miss a third appointment during that 12-month period.

3.8 It is crucial that you notify us as soon as possible if you must leave a job due to an unavoidable emergency.

3.9 When cancelling a booking outside of business hours, you must phone the individual who made the reservation on their emergency mobile number to give an explanation. This can be found in your information email.

4. Your engagement

4.1 Your engagement on any booking is subject to a separate contract with the production company.

4.2 Some production companies may make changes to this agreement, and the applicable version will be sent to you in the email from Storm Extras booking you for each engagement. Most production companies will require you to sign a written contract with them; this may be a digital signature; others may not require any additional formalities. If, for any reason, you are not able to sign this you give Storm Extras the right to sign this on your behalf as your agent.

4.3 You will be considered to have agreed to the terms of that production company agreement if you show up at the location of the engagement.

4.4 While you are on set you may be dismissed for any of the following reasons;

(a) Arriving late or not wearing the appropriate clothing.

(b) Not following instructions, being impolite, or being disruptive.

(c) Being under the influence of drugs or alcohol. You are permitted to use prescribed drugs where the use of such does not affect fulfilling your duty on set.

(d) By acting in such a way that the safety of others may be hampered.

It's possible that you won't be paid for the day if you're dismissed for one of the aforementioned reasons. Only the minimum wage for hours worked, or a portion of those hours, will be paid to you if it is proven that you actually work for a portion of the day.

4.5 Rest Periods and Breaks on Set: As per contract.

4.6 You must consent to the production company's request to sign a release form (this permits the production company to use images, films and recordings of you). If you don't sign this paper, the production firm might stop paying you. Additionally, you give us permission to sign any release documents that a production company requests on your behalf. To ensure that you get paid if you don't sign a release form on the spot, we might sign it for you. This could be a digital signature.

4.7 If you have any problems or queries on set, you must contact Storm Extras on 085 138 3580, not the production company. If necessary we will raise this with the production company on your behalf. Of course, if there is any immediate risk to anyone's health or safety, you should raise this with the appropriate person on set.

5. Confidentiality

5.1 You must keep any information pertaining to any booking you work on totally private and discreet. For instance, you are not allowed to record any audio or video or take any pictures while on a set.

5.2 You must not talk about any productions you have worked on with any journalists, newspapers, magazines, or other publications.

5.3 You are not permitted to share any thoughts or images regarding any production you have worked on any website, blog, or social media platform (this includes Facebook, Twitter, Instagram, Snapchat, WhatsApp, TikTok or any other social media platform).

5.4 Making any copies, abstracts, or summaries of the entirety or a portion of any document or other production company materials is strictly prohibited.

5.5 Production may also ask you to sign their own (NDA) Non-Disclosure agreement, this may be digitally signed.

5.6 You accept that a production company may ask you to turn in your phone or any other recording device before heading to set or while on set in order to protect the privacy of a shoot. Additionally, you consent to have the production company or a crew member check the contents of your phone to make sure that you haven't captured any images or video of anything on set. You also agree to allow the deletion of any such images or video if discovered on your phone or other recording devices.

5.7 If you are in breach of any of these clauses you will be removed from our database.

6. Your details and data privacy

6.1 You are responsible for the accuracy of all the details you provide to us in your application and for keeping your details up to date. You can contact us at any time to update your details. If we discover that any of your details are materially inaccurate, we reserve the right to remove you from the database and terminate this contract.

6.2 In particular, you must ensure that all physical descriptions and measurements are accurate and kept up to date and that your photographs accurately represent how you look. If you fail to do so, this may result in you being sent home from a booking unpaid.

6.3 You must also ensure that your bank account details are correct and kept up to date. We are not responsible for retrieving any payment made to a bank account that you inaccurately provided.

6.4 Within a month, we will remove your information if we decide not to add you to our database to the above criteria

6.5 Storm Extras complies with the Data Protection Act of 2018 (<https://www.dataprotection.ie/en/who-we-are/data-protection-legislation>) when handling your personal information. All of our extras personal data is kept safe by Storm Extras in a database. In order to achieve employment prospects for you, we provide pertinent information (such as your user photographs, contact information, and casting information) to our clients and hirers. When you are hired by Storm Extras, we will provide the hirer with compliance data as needed. We will take the necessary precautions to protect your information. We won't trade, sell or license your personal information to anyone.

6.6 You consent to Storm Extras, the Production Company, and any other party holding and processing data about you for legal, personnel, administrative, and management reasons in order to assist you in finding work or giving your services to the Production Company. You specifically consent to the processing of any "sensitive personal data," as defined by the Data Protection Act of 1998, pertaining to them, including, as appropriate:

- (a) information regarding their physical or mental health or condition to help determine their suitability for employment;

- (b) their religious affiliation or other comparable beliefs to assess compliance with equal opportunity laws;
- (c) information about any criminal cases they may have been involved in, both for insurance purposes and to fulfill legal commitments to third parties; and
- (d) information about a person's age, ethnicity, sex, and physical appearance that is necessary to determine whether or not they are suitable for a given function.

6.7 You agree that Storm Extras, the Production Company, and any other third parties who helped you find work or provided your services to the Production Company may share this information with the Production Company, Storm Extras' suppliers, regulatory agencies, governmental or quasigovernmental organizations, and potential buyers of Storm Extras or any of its assets.

6.8 For the purposes of carrying out these Terms, you agree that such information may be transferred outside of the European Economic Area.

6.9 This section will continue to be effective after the expiry or termination of this contract.

7. Our fees

7.1 We will deduct our commission from all fees you receive for bookings that we arrange for you (referred to as "our commission").

8. Payments

8.1 You authorise Storm Extras to receive all fees from production companies for your bookings, on your behalf.

8.2 Once payment has been received from production (this is normally six weeks after you have completed the booking, but is sometimes longer depending on the production company), your payment will be made directly into your bank account. We will also email you your remittance. Please note: We only send remittances by email.

8.3 Until a production company pays Storm Extras, we cannot transfer payment from that production company to you. We will pursue the production company on your behalf if it doesn't pay us. Storm Extras, however, is not responsible for any fees that a production firm does not pay.

8.4 If the production company pays you directly, Storm Extras has the right to send you an invoice for our commission. If necessary, this will be a VAT invoice.

8.5 On some TV and movie sets, you'll receive a salary voucher (a "chit") at the start of every shooting day. It is your obligation to hold onto this, make sure it is signed by the proper production company representative at the conclusion of each day, and then give it back to the production company. You'll receive a duplicate of your salary voucher, which you'll need to maintain as evidence that you actually worked that day. If the production company doesn't receive a signed chit at the end of the day, it has the right to refuse to pay your fees, and we have the right to charge you directly for our commission on the fees you would have been paid.

8.6 It is solely your responsibility to take note of any hours that you have worked. It is very important that you receive a chit after you have finished a days filming this may be in paper form or online. If your hours aren't logged and verified by a member of the crew on the day of your filming you may not be paid for those hours.

You must keep a record of all the times and dates that you worked if the production company does not give you a chit. The following day, send a detailed email with your hours to your Storm Extras contact. You might not get paid for this if you don't.

8.7 Throughout the course of an Assignment, you are required to deliver completed time sheets and chits (whichever is applicable to the Assignment) to Storm Extras on a regular basis (typically daily), showing the number of hours worked and signed by an authorized representative of the Production Company.

8.8 If you don't submit a legally authorised time sheet, Storm Extras may take longer to pay you while they determine (in a timely manner) whether you worked any hours at all. You are not entitled to any compensation for unworked hours.

8.9 You acknowledge and accept that it is a criminal offence under the Criminal Justice (Theft and Fraud Offences) Act 2001 to falsify any time sheet, chit, for example by claiming payment for hours that were not actually worked.

8.10 Storm Extras is entitled to withhold the casting fee, payroll charge, and/or any other applicable costs from the funds received by Storm Extras for booking a Member on set. The production firm will receive an invoice from Storm Extras for the Member's services provided through the Storm Extras service. Storm Extras will pay the Member the amount owing, less any deductions for PAYE, employers PRSI, USC, and Employee PRSI as well as any other fees or taxes owed, provided that Storm Extras is paid by the production company.

8.11 You acknowledge that if Storm Extras overpaid you or made a payment to you in error, Storm Extras is entitled to recoup the full amount from you, either through deductions from future payments or through any other suitable way.

8.12 Any outfit or other items given to you while on set is your responsibility. You must take care of this accessory while you have it, whether it's a costume, a moustache, or anything else. You will be responsible for paying for any loss or damage while it is in your possession, and Storm Extras may take this cost from any wages it owes you.

9. Minors

9.1 You provide Storm Extras permission to sign contracts on behalf of a Minor (a person under the age of 18) if you are that Minor's parent or legal guardian. Furthermore, you give Storm Extras permission to assign this power to a Chaperone they choose or to a cast member working on the set.

9.2 You authorise Storm Extras to use this right to sign any production-related documents without your consent or after.

10. Vetting

10.1 All applicants who seek to use the Storm Extras service are subject to screening by Storm Extras. This can entail asking people with connections to the film industry for character references, but it's not the only option.

11. Termination

11.1 Any Assignment may be terminated at any time without prior notice or obligation on the part of Storm Extras, the Production Company, or you. Storm Extras will make an effort to provide you with the reasons for termination when an Assignment or an Artist's relationship with Storm Extras is terminated at the request of a Production Company or Storm Extras, but this may not always be possible and you will not be entitled to any such reasons.

11.2 You understand that the continuance of an Assignment is based upon and subject to the continuation of the contract you have with the Production Company. If that contract is cancelled for any reason, the Assignment will end immediately without incurring any costs for you, excluding payment for work completed up until the Assignment's termination date.

11.3 If you are unable to report to work and fail to notify the Production Company or Storm Extras, it will be assumed that you have terminated the Assignment, unless there are special reasons.

11.4 If you are absent during the course of an Assignment and the Assignment has not otherwise been terminated, Storm Extras will be entitled to terminate the Assignment.

12. Intellectual Property Rights

12.1 You agree that the Production Company shall own all Intellectual Property Rights resulting from any services you provided for the Production Company during the Assignment.

12.2 Photographs taken of you by Storm Extras are the sole property of Storm Extras, and you are not permitted to replicate them without our express written consent.

12.3 By becoming a member of Storm Extras, you explicitly grant Storm Extras the right to use your image in advertisements, promotions, and any other creations, whether it be still or in motion.

12.4 Your pictures may be used to promote Storm Extras on the website, in other third-party media, or for any other reason. This entitlement shall survive your cancellation of Storm Extras subscription. Storm Extras will not charge the member anything for using the image, regardless of how it is used.

13. Removing of Profiles

13.1 For the following activities, but not limited to these ones, Storm Extras reserves the right to delete your profile or reduce the number of possibilities provided to you;

- (a) failing to appear for a production where they have been booked,
- (b) for cancelling when they have been booked,
- (c) having been hired and arriving late,
- (d) persistent failure to respond to availability checks,
- (e) use of foul or obscene language toward cast members, crew members, or anyone else on the set
- (f) creating any issues on the set,

13.2 By bringing the production company or Storm Extras into disrepute, as well as any other behaviour that disrupts the service or casts a poor light on the service that Storm Extras offers, as well as any organization in the film, television, advertisement, promotional, or any other industry with which Storm Extras has a business relationship.

14. Health & Safety in the Workplace - Accident Waiver and Release of Liability Clause

14.1 According to the Health & Safety in the Workplace Act of 2005, the party who hires you is solely responsible for your workplace's health and safety duties (generally, but not limited to, the Production Company).

14.2 By using Storm Extras, whether directly or indirectly, you agree to indemnify, hold harmless, and promise not to sue Storm Extras and its/their respective Directors, Employees, Servants, Representatives, Agents, Licensees, Invitees, and all other persons duly authorised by them from and against all actions, claims, costs, expenses, damages, liabilities, and demands arising in connection with any work obtained either directly or indirectly through Storm Extras.

14.3 You agree to waive, release and discharge Storm Extras from any and all liability, including but not limited to liability resulting from Storm Extras' negligence or fault, for my demise, disability, personal injury, property damage, and property theft, or actions of any kind that may later take place to me, such as my travel to and from any work that I may obtain directly or indirectly through Storm Extras and/or their respective Directors, Employees, Servants, Representatives, Agents, Licensees, Invitees, and all other people who have been given their official approval.

14.4 You attest that you have done the necessary training or preparation for any activity that is obtained directly or indirectly through Storm Extras, and that you are physically capable of performing it.

14.5 You are aware that any employment you obtain through Storm Extras, whether directly or indirectly, may include testing a person's physical and mental prowess and has the potential to cause death, serious injury, and property loss. The terrain, facilities, temperature, weather, participant health, equipment, automobile traffic, dehydration, and the actions of other individuals can all contribute to dangers.

14.6 In the event of an illness, accident, or injury while working on any project obtained directly or indirectly through Storm Extras, you agree to pay for any necessary medical care that may be considered necessary.

14.7 This Accident Waiver and Release of Liability Clause shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

15. Dietary Requirements

15.1 You understand that it is entirely your responsibility to let the Production you are working with know about any unique dietary requirements you may have. In connection to the Member's dietary needs, you hereby defend, indemnify, and hold Storm Extras harmless from and against any and all charges, damages, and expenses, including solicitor fees.

16. Indemnity

16.1 By signing this agreement, the Member holds Storm Extras harmless and indemnifies Storm Extras from and against any and all claims, damages, and expenses, including solicitor's fees, resulting in any manner from the Member's actions, inactions, or negligence.