

This document sets out the Terms and Conditions of Business for NICCI TOPPING, The Media Centre, 7 Northumberland Street, Huddersfield West Yorkshire HD1 1RL ("Nicci Topping") t/a TOPPS CASTING as and NICCI TOPPING CASTING

Please read this entire document carefully, together with your quote or fee estimate that will be provided to you for acceptance upon instruction.

Please keep these safe for your future reference as together they set out the terms under which I shall be consulting for you.

We reserve the right to make amendments to these Terms of Business. We shall of course let you know of any changes should they affect your current matter. Copies of the firm's amended Terms and Conditions of Business will be available upon request but we refer you in the first instance to the copy available on our website.

1. Services

It is my aim is to ensure that at all times my services I provide to you as a Casting Director to you are of a high quality and that my fees are fair and reasonable. I am a member of the Casting Directors Association and I am focused on delivering high professional standards.

Please note my consultancy services are **only** for the casting process.
I am not responsible thereafter for any contractual obligations regarding the actor.

My fees for commercials conform to the standard APA (Advertising Producer Association) rates, **unless pre-agreed and quoted** for in the accompanying quote).

Casting Director Session	£ 693.00	per day
Prep Day	£ 346.50	per day

2. Expenses

There may be additional out of pocket expenses incurred in connection with the delivery of my consultancy services that are not listed on any accompanying quote or fee estimate. These could include, but are not limited to; travel expenses, food and lodging, etc. All such expenses will be pre-agreed.

All overseas phone calls, photocopying, couriers, overnight bags, video prints etc. will also all be subject to an additional charge.

Any such expenses incurred will be itemised and invoiced at each month end.

Any costs relating to payment of actors (recall fees, reader's fees, travel expenses) will be charged by the agents directly to you.

3. Payment Terms

My payment terms are strictly **30 days from date of invoice**.

Apparent failure to comply with the above timeframes may result in the suspension of my services and if, after 60 days from the date of invoice, any costs, or expenses remain outstanding, I reserve the right and may begin to issue formal legal proceedings against you in order to recover any sums due.

I also reserve the right to accrue daily interest on the outstanding sum at a rate of 8% per annum after 30 days.

4. Awards Credit

I reserve the right to be able to apply for my work to be considered for casting awards for any project I am working on with you, and whenever I work alongside another casting director I require equal billing related to any awards nominations you may submit.

5. Business Hours

My office hours are between 9.30am and 5.30pm Monday to Friday (excluding Bank Holidays) however I will endeavour to answer any communications outside of these hours within reason.

6. Acceptance of Terms and Conditions of Business

Whilst your continuing instructions constitute acceptance of these Terms and Conditions of Business, I do require emailed confirmation of both the accompanying quote and these Terms and Conditions at your earliest convenience. It is my policy that I am unable to commence work on your matter until these Terms and Conditions of Business have been accepted.

If you have any queries or questions relating to these Terms, please raise them immediately by emailing me at Nicci@niccittoppingcasting.com.

7. Data Protection Act 1998 and Confidentiality

Generally speaking, all information supplied to us by you shall be treated as confidential at all times. Your personal information is stored by me in accordance with the Data Protection Act 1998 (DPA 1998).

I use the information you provide primarily for the provision of my consulting services in relation to casting commercials although your details may also be stored for future communications purposes. My use of such information is subject to your instructions, the DPA 1998 and you have a right of access under data protection legislation to the information I hold about you.