

## Booking Agreement

This is an Agreement between

[Talent Name] (ACN XXX XXX XXX) ("Talent") [INSERT TALENT'S NAME AND ADDRESS HERE] and

[Client Name] (ACN XXX XXX XXX) ("Client") [INSERT CLIENT'S NAME AND ADDRESS HERE]

### 1. DEFINITIONS AND INTERPRETATION:

1.1 In this Agreement:

1.1.1 **Job** means a project, campaign or other brief of a Client which requires the Services of the Talent, as specified by a Client in a Job Profile.

1.1.2 **Job Profile** means the description of the services to be provided by the Talent, as it appears on the Platform, at the time of this Agreement and which is available at [INSERT EMAIL/URL].

1.1.3 **Talent Profile** means the information and profile created by the Talent through his or her use of the Platform, and may include both publicly viewable information, privately protected information and other information required to assist with the Talent's use of the Platform.

1.1.4 **Services** means the personal, creative or professional services described in the Job Profile.

1.1.5 **Platform** means the theright.fit Platform, theright.fit Website, and the theright.fit App.

1.1.6 **Material** means all photographs and photographic recordings, sound recordings, cinematograph film, photography, literary works, dramatic works, musical works, artistic works or any other work, or subject matter other than works produced under this Agreement.

1.1.7 **Pre-requisites** means tasks reasonably required to be completed prior to provision of the Services, or equipment required to undertake the Services, as more fully described in the Job Profile.

1.1.8 **Fee** means the amount set out in the Job Profile, which is to be paid via the Platform.

### 2. SERVICES

2.1 The Talent will:

2.1.1 deliver content and Material agreed for a Job Profile;

2.1.2 attend promptly and provide the Services at the time and location described in the Job Profile;

2.1.3 perform the Services to the best of the Talent's ability, and with due care and skill.

2.2 The Talent warrants that the Talent:

2.2.1 will abide by all reasonable directions and requests the Client and conduct his or herself in a timely, diligent, professional manner;

2.2.2 only apply for Jobs which the Talent is suitable for and has the appropriate skill and experience to perform; and

2.2.3 is competent and has the necessary skills and expertise to perform the Services, and to perform all of the obligations in this Agreement; and

2.2.4 all details contained in the Talent Profile are true and correct to the best of the Talent's knowledge.

2.3 In advance of, or during, the provision of the Services, the Talent will undertake, prepare or bring all Pre-requisites.

2.4 The Talent will provide the Services for the time specified in the Job Profile.

2.5 If the Client requires the Talent to provide services for a period of time in excess of the timeframes described in the Job Profile, the Client will:

2.5.1 the Client will inform the Talent as soon as reasonably possible; and

2.5.2 the Talent will request further payment via the Platform, on a pro-rata basis, based upon the amount and timeframes set out in the Job Profile; and

2.5.3 the Client will make further payment to the Talent via the Platform, on a pro-rata basis, based upon the amount and timeframes set out in the Job Profile.

### **3. OBLIGATIONS**

3.1 As full consideration for the Talent's services and all of the rights acquired by the Client in this Agreement the Client will pay to the Talent the Fee.

3.2 All payments under this Agreement will be made in Australian dollars via the Platform.

3.3 The Client warrants that it holds adequate levels of workers compensation insurance, public liability insurance and any other insurance reasonably required to cover the Talent having regard to the Services.

3.4 The Talent warrants that it holds adequate levels of workers compensation insurance, public liability insurance and any other insurance reasonably required to provide the Services.

### **4. COPYRIGHT**

4.1 The parties acknowledge that the ownership and/or licensing of the Materials may be specified in the Job Profile. In that case, the position in the Job Profile in relation to the ownership and/or licensing of the Materials will form part of this

agreement and, to the extent of any inconsistency, will supersede clauses 4.2 to 4.6 below. If the ownership and/or licensing of the Materials has not been agreed by the parties in the Job Profile, then clauses 4.2 to 4.6 below will apply and constitute the entire agreement between the parties in respect of the matters set out in those clauses.

4.2 The Client will own all right, title and interest (including, without limitation, the copyright) in the Materials and the Talent's performances embodied thereon and all components and attributes of the Services.

4.3 Upon performance of the Talent's services, any copyright material created automatically vests with the Client and, to the extent necessary, the Talent grant and assign to the Client all copyright resulting from the Talent's performances of the Services, with the grant and assignment being effective throughout the world, for the full period of copyright, and all renewals and extensions of copyright.

4.4 Subject to clause 6.3, the Client will be entitled to exploit the Materials in all media now known or invented in the future, as the Client or the Client's licensees, in their sole discretion, determine.

4.5 The Talent acknowledges that the fees set out in clause 2 and the Job Profile include consideration for a "buy-out" of all rights to exploit the Material in all media (whether now known or invented in the future).

4.6 The Talent acknowledges and agree that copyright in any recording of the Talent's performance will belong to the Client and that the use of such performance in the Work, in any re-edited version of the Material and/or any sound recording related to the Work, is an authorised use of the Talent's performance.

4.7 If the ownership and/or licensing of the Materials is specified in the Job Profile, as referred to in clause 4.1, the Client must pay for any additional licensing or ownership rights via the Platform.

## **5. MORAL RIGHTS CONSENT**

5.1 The Talent agrees that the Client may do any or all acts or omissions which would otherwise be an infringement of the Talent's moral rights, including any moral rights as a performer.

5.2 The consent in clause 5.1 is given for the benefit of the Client (including its licensees and assignees) and for the benefit of future owners of copyright in the Materials.

## **6. USE OF THE MATERIALS**

6.1 The parties acknowledge that the use of the Materials may be specified in the Job Profile. In that case, the position in the Job Profile in relation to the use of the Materials will form part of this Agreement and, to the extent of any inconsistency, will supersede clauses 6.2 to 6.3 below. If the use of the Materials has not been agreed by the parties in the Job Profile, then clauses 6.2 to 6.3 below will apply and

constitute the entire agreement between the parties in respect of the matters set out in those clauses.

6.2 The Talent acknowledges that, in respect to any recording of the Talent's services in connection with the Work, the Client may:

6.2.1 edit the recording of the Talent's performance by any means and use such edited recording in the Work, any re-edited version of the Material and/or sound recordings related to the Work;

6.2.2 dub the Talent's voice into languages other than English and/or use sub-titles translated into any and all languages;

6.2.3 change the sequence of any performance of the Services; and

6.2.4 assign or licence the copyright in the Material in the Client's absolute discretion.

6.3 The Client will not transmit, exhibit, display or make any other use of the Material, or allow any third party to transmit, exhibit, display or make any other use of the Material, contrary to:

6.3.1 the use timeframe as described in the Job Profile; and

6.3.2 the geographical limit as described in the Job Profile; and

6.3.3 the format as described in the Job Profile.

6.4 If the usage rights for the Materials are specified in the Job Profile, as referred to in clause 6.1, the Client must pay for any additional usage rights via the Platform.

## **7. CANCELLATION**

7.1 If the Client cancels a Job within 24 hours before the commencement of that job through no fault of the Talent, the Talent shall be paid in full.

7.2 If the Client cancels a Job with more than 24 hours' notice before the commencement of that Job, the Client is not required to pay the Talent the Fee, unless otherwise agreed by the parties in writing in advance.

## **8. DISPUTE RESOLUTION**

8.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the parties shall attempt, promptly and in good faith, to resolve any such dispute.

8.2 If the parties are unable to resolve any such dispute within a reasonable time (not to exceed thirty (30) days), then either party may submit such dispute to mediation in accordance with the Mediation Rules of the Resolution Institute <https://www.resolution.institute/dispute-resolution/mediation>

8.3. The mediator will be the person agreed by the parties, or if the parties cannot agree to a mediator, the person nominated by the Resolution Institute. Each party must pay its own costs of mediation.

8.4 If the dispute cannot be resolved through mediation, then the parties shall be free to pursue any right or remedy available to them under applicable law.

## **9. OTHER MATTERS**

9.1 If the whole or any part of any clause of this Agreement is illegal or unenforceable, it will be severed from this Agreement and will not affect the continued operation of the remaining provisions of this Agreement.

9.2 This Agreement:

9.2.2 records the entire agreement between the parties with respect to the subject matter of the Agreement (unless the parties have agreed in writing to a separate booking agreement, in which that agreement will be the entire agreement between the parties and this Agreement will have no effect);

9.2.3 supersedes all prior representations and agreements in connection with that subject matter; and

9.2.4 may only be altered in writing signed by both parties or in accordance with the terms of the Job Profile as they relate specifically to the ownership and use of the Materials.

9.3 The failure of a party at any time to insist in performance of any obligation of the other party under this Agreement is not a waiver of its rights under this Agreement.

9.4 This Agreement does not create a relationship of employment, agency or partnership between the parties.

9.5 The Talent may not assign its rights and obligations under this Agreement without the prior written consent of the Client.

9.6 This Agreement is governed by the laws and the Parties submit to the jurisdiction, of the courts of New South Wales, Australia.