

Terms and Conditions.

### **1. Terms and Privacy**

As required by DTI regulations Bruce and Brown's booking form containing the terms of the booking must be signed and returned by the client.

### **2. Permitted use**

All usage must be agreed in writing between agency and client prior to the model commencing services.

### **3. Daily/hourly rate**

Booking fees are charged by the day or by the hour, or on some other basis, for example, a set fee for a catwalk show.

### **4. Overtime**

Overtime at the hourly rate applies to all bookings over 5 hours (for under 5 years) or over 7 hours (for 5 years and over).

### **5. Travel**

Travel is charged at half the hourly rate: this applies to travel outside the M25. Fuel is charged at 50p per mile.

### **6. Fitting fees**

Fitting fees are charged at half the hourly rate with a minimum 2 hour booking.

### **7. Location bookings**

When a location booking is made, a client must provide transport there and back or cover all travel expenses. If a model on location is prevented from returning to London to work, half the daily fee is to be paid. The day rate applies to all location bookings.

### **8a. Additional fees**

To be agreed at the time of the booking or before any additional usage is published. The agent reserves the right not to negotiate in relation to any additional usage other than that agreed at the time of the booking.

### **8b. Usage**

Additional fees are payable for the right to use the model's image (or reproductions, or adaptations of, or drawings derived from that image, or any other representation of it, either complete or in part whether alone or in conjunction with any wording or other images, photographs, drawings or material of any other nature including electronic imaging) for all known or anticipated purposes other than the initial permitted use.

### **8c. Territory**

Additional fees are also payable for the right to use the model's image (or reproductions etc. As set out in 8b above) for all known or anticipated territories other than the as agreed.

### **8d. Other services**

Additional fees are also payable for other services to be supplied by the model, for example, personal appearances for pr purposes. Fees for such services will be negotiated on an individual basis.

#### **9a. Still Photographic disbursement**

Unless otherwise agreed at the time of booking the model disbursement is included at 62.5% and the agent's fee at 37.5% of the invoice total. Vat and any agreed expenses will be added where appropriate.

#### **9b. TV, commercials and Films disbursement**

Unless otherwise agreed at the time of booking the model disbursement is included at 75% and the agents fee at 25% of the invoice total. Vat and agreed expenses will be added where appropriate.

#### **10. Invoicing**

On all invoices payment is required within 30 days of date of invoice. In all cases the person booking the model is the client who will be invoiced and solely responsible for payment, unless otherwise agreed in writing at the time of booking. The agent reserves the right to invoice the 'ultimate client' [i.e. designer / manufacturer / owner of the product in question], for example this may be done if the client is booking on behalf of the ultimate client in which case the client and the ultimate client are jointly and severally liable to pay the invoice. All fees for usage are for the right to use the model's image and, once agreed, are payable whether or not the right is exercised. Unless the agent specifically agrees otherwise, in writing, no usage for the model's image is permitted until payment is made in full. The agency reserves the right to alter payment terms if it deems appropriate prior to booking.

**Invoices unpaid after 3 months are subject to a 5% interest fee.**

#### **11. Exclusion fees**

A special fee will be negotiated when the use of the model's image or the service to be supplied by a model in relation to a product is required on a basis which precludes supplying services or allowing the use of the model's image for competing products. A model can supply services to and allow use of the model's image by any competitor unless an exclusion fee is negotiated. It is the client's responsibility to check whether conflicting work has been done.

#### **12. Provisional bookings**

Provisional bookings will be automatically cancelled if they are not confirmed within 24 hours of the proposed booking or if a definite booking is offered and the provisional cannot be confirmed.

#### **13. Cancellations**

If a child is licensed and not confirmed for the shoot, a 2 hour minimum fee will apply at any time.

If a booking is cancelled within one working day of the starting time the full booking fee will be charged unless the same model is booked within 24 hours in which case the half booking fee will be charged.

#### **14. Weather permitting bookings**

At the first cancellation half the booking fee is charged unless the client fails to cancel in time to prevent the model's attendance, when the full booking fee is payable. At the second cancellation, the full fee is charged.

### **15. Meals**

Clients are responsible for models' meals on all bookings outside the London area. However we would expect children + chaperones to be provided with lunch if booked for the day.

### **16. Fashion shows**

Catwalk bookings give the right to make use of a model's services on the catwalk for the specified show and the right to allow photographers to be present to take photographs and videos of the show on the basis that all such material is for reporting purposes only. The client is responsible for ensuring that all photographers present are aware of this condition and abide by it. If any other usage is required that must be negotiated at the time of the booking.

### **17. Music videos**

All fees will be negotiated individually. Normally there will be a fee for the shoot plus a buyout. If not booking direct the record company will be invoiced as the ultimate client (see 10).

### **18. Test and experimental photography**

A photographer is not entitled to use test and / or experimental photographs or test commercials for commercial purposes unless specific arrangements have been made before the photographic session. Tests are paid cash on the day at a rate of £50.

### **19. Copyright**

The photographer and / or the client and anyone obtaining rights from or through the photographer / client is not entitled to use any images for any usage beyond that agreed or permitted under sections 2, 8, 16 and 18 above. The photographer / client to this extent agree to restrict use and exploitation of the copyright. If the client is not the photographer, the client is to draw all these Terms and Privacy (1-23) to the attention of the photographer and obtain his agreement to them before the shoot commences.

### **20a. Insurance**

The client is responsible for the model's safety when the model is providing services in connection with the booking. The client is obliged to make sure that all other people engaged in connection with the booking and associated travelling are properly qualified and insured. The client is responsible for the model's health and safety as if the model were an employee of the client. The client will maintain adequate insurance cover to underwrite its obligation to the model.

### **20b. Insurance**

The agent is not responsible if the model fails to attend a booking. The client is advised to insure against any losses which might be suffered if the model does not keep a booking because of ill health or some other reason.

### **21. Contract**

All matters relating to the use of the model's image, any other services supplied by the model and all fees must be negotiated and agreed only with the agent, Bruce and Brown model management. If the client or the photographer or any other person on their behalf or connected with them obtains the model's signature on any document (or parent/guardian's signature on model's behalf), or the model's purported verbal agreement to anything, this is not binding on the model or the agent unless and until it is agreed in writing by the agent.

### **21b. Contract**

These Terms and Privacy for booking and all matters connected with the booking are

governed by English law and any dispute will be settled in accordance with that law either by a court in England or such other method as might be agreed at the time of the dispute.

## **22. Complaints**

Any cause for complaint should be reported when it arises. Complaints cannot be considered in retrospect.

## **23. Child Performance Licences**

It is a legal requirement for client to license child models for every job they participate in. This applies to babies and all compulsory school age children. Length of time to process licences varies from 7-21 days dependant on which Council the application is made. The agency can supply relevant forms and information.

## **24. Child Protection & Risk Assessments**

It is the clients responsibility to ensure they are abiding at all times to Child Performance Regulations and have the appropriate risk assessments, child protection policies, and insurance in place.

Please note as the supplier of services these Terms and Privacy take precedence over any Terms and Privacy which may be received from the client even if those Terms and Privacy have a clause similar to this. Photographs may not be used until all fees are paid in full. Whilst every endeavour is made to provide satisfactory and efficient service to our clients, as the agent we cannot be held responsible for a model's conduct on any assignment. The agent reserves the right to negotiate within the structure of these terms and conditions.