

ModelAgency4Baby

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www.ModelAgency4Baby.co.uk

Client Terms and Conditions

Photographic Rates

Hourly Rate	£60
Daily Rate	£300
Auditions	£18
Fittings	£30 per hour
Sizings	£30 per hour

Note: One usage is allowed with any further usage to be discussed at the time of booking. The agency charges a booking fee equivalent to 20% of the models daily or hourly rate.

TV & Commercial Rates

Daily Rate	£180
Chaperone	£60
Recall	£50 per hour
Wardrobe	£50 per hour
Extra	£100 per day

Note: We reserve the right to negotiate within the structure of these terms and conditions.

1. Booking Fees

1.1 Permitted use - In general, booking fees cover the right to use one image for one year from the date of the booking, in the UK only, for the initial Permitted Use.

1.2 Daily/Hourly Rate - Booking fees are charged by the day or by the hour. By booking a child you agree to paying an audition fee to the agency.

1.3 Overtime - Overtime rates apply before 9am, after 6pm and on all bookings over eight hours. The overtime rate is one-and-a-half times the daily rate between 18.00 and 24.00 hours. A special rate is negotiated for night work between 24.00 and 09.00 hours. Work on Saturdays is at one-and-a-half times the normal rate. Work on Sundays and Bank Holidays is at double the normal rate.

1.4 Travel - All travel costs should be reimbursed with valid receipt and will be included in the final invoice. If the parent is driving, petrol should be reimbursed at the standard rate of 25p per mile. This is calculated from the home postcode to the shoot location postcode, calculated using Google maps

1.5 Fittings - Fees for fitting are charged at half the hourly rate with a minimum two hour booking.

1.6 Location Bookings - If a model on location is prevented from returning to London to work - half the daily fee is to be paid. (N.B. when a location booking is made the client must provide information about transport there and back).

1.7 All fees are to be negotiated only with the Agency

2 Additional Fees

2.1 Usage - Additional fees are payable for the right to use the photographs (or reproductions, or adaptations of, or drawing there from, either complete or in part, alone or in conjunction with any wording or drawings) for all known or anticipated purposes other than the initial media permitted use (e.g. Packs, Posters, Show cards, Record Covers, Swing Tickets etc.). In general, the additional fees cover the right to use an image for one year from the date of booking, in the UK only, for the purpose or purposes agreed. Photographs may not be used until all fees are paid in full.

2.2 Territory - Additional fees are also payable for the right to use the photographs (or reproductions, or adaptations of, or drawing there from, either complete or in part, alone or in conjunction with any wording or drawings) for all known or anticipated territories other than the UK. In general, the additional fees cover the right to use an image for one year from the date of booking, in the territory or territories agreed.

2.3 It is the clients responsibility to notify the agent and negotiate additional fees (including extensions of existing agreements) for any usage or territory which may be required or anticipated subsequent to the time of bookings

3 Agency Fees

3.1 All bookings excepting Equity Contract TV Commercials - The Agency's fees for Photographic Modeling are the applicable Model Rates plus a supplement of twenty per cent. Both agency fees and model fees will be invoiced by the agent. Unless otherwise agreed at the time of the booking the model disbursement is included at 75% and the agency fee at 25% of the invoice total. VAT and any agreed expenses will be added where appropriate

3.2 Equity Contract TV Commercials - the fee negotiated by the agent is the artist's fee from which the agency commission will be deducted at 25% of the invoice total. VAT and agreed expenses will be added where appropriate. Chaperone fees are paid to the model, invoiced by the agency.

3.3 Television commercials involving a buy out - The Agency will charge a supplement of twenty per cent on both the shoot fee and the buyout fee. Both the shoot fee and the buy out fee shall be negotiated in respect of each booking at the time of booking.

3.4 Payment - On all invoices payment is required within 30 days of date of invoice. Interest on overdue invoices will be charged in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended).

3.5 In all cases the person booking the model will be invoiced and solely responsible for payment, unless otherwise agreed at the time of booking. We reserve the right to invoice the 'ultimate client' (i.e. designer/manufacturer/owner of the product in question). All fees are for the right to use pictures and once agreed, are payable whether or not the use is appropriated.

3.6 Exclusion Fees - A special fee will be negotiated when the work is in conjunction with a product which precludes work for competing products. It is the Clients responsibility to check whether conflicting work has been done. If a model advertises a product he/she is able to work for any competitor unless an exclusion fee is negotiated.

3.7 The agency will accept no responsibility for any expenditure unless authorised by us in writing

4 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.

5 Cancellation by the Client

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

5.2 If a booking is cancelled outside the one day period but within two working days of the starting time then half the fee will be charged.

5.3 Bookings of more than three days duration - if the booking is cancelled within a period equal to the length of the booking, then the full fee is charged. Saturdays, Sundays and Bank Holidays are excluded from these calculations.

5.4 Weather Permitting Bookings - In the event that an Assignment is cancelled due to the weather conditions, half of the Fees will still be due and payable provided the Agency are notified in time so

that the Agency can reasonably prevent the Models attendance (failing which the Fees are due and payable). If an Assignment is cancelled for the second time due to the weather conditions the Fees are due and payable

6 Meals

Clients are responsible for parents & models meals, unless the client requests that a packed lunch or otherwise is bought along.

7 Test & Experimental Photography

A Photographer is not entitled to use test and experimental photographs for commercial purposes unless specific arrangements have been made before the photographic session.

8 Copyright

8.1 The Photographer is not entitled to use any of the images he takes for any usage beyond that agreed above.

8.2 The Client shall restrict the use of the copyright in any material produced as a result of any booking according to these terms and conditions. In the event that the Client is not the owner of the copyright, the Client shall procure that the owner of the copyright shall restrict the use of the copyright in any material produced as a result of any booking to which these Conditions.

9 Complaints

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

10 Cancellation by the Model

10.1 In the event that a booking needs to be cancelled or postponed by the model, the Agency shall inform the Client as soon as is reasonably practicable.

10.2 The Agency shall not be liable to the Client for any loss incurred by the Client, whether directly or indirectly, as a result of any cancellation or postponement of any booking by the model; or failure by the model to attend any booking.

10.3 The Client undertakes that it shall not pursue the model (or the model's parent or guardian) in respect of any loss incurred by the Client, whether directly or indirectly, as a result of any cancellation or postponement of any booking by the model or failure by the model to attend any booking.

11 Indemnity

11.1 Whilst every endeavour is made to provide satisfactory and efficient service to our clients we cannot be held responsible for a models conduct on an assignment. It is the clients responsibility to arrange insurance if indemnity is required against a models inability to attend through sickness, license refusals or unforeseen circumstances.

11.2 You agree to release, indemnify and keep indemnified us from and against all actions, claims, costs (including legal costs and expenses) losses, proceedings, damages, liabilities, or demands suffered or incurred by us to any person arising out of or in connection with your use of our services.

11.3 The Agency are not responsible for the content, and makes no warranty as to the accuracy of Member's personal information. Advertisers should always use their own judgement in deciding whether to contact, cast or audition members. We shall not be liable under any circumstances for the actions of any Member.

12 Liability

12.1 You agree that, to the maximum extent permitted by law, any and all liability and responsibility of LondonBabyModels.co.uk to you or any other person under or in connection with these terms and conditions, or in connection with the services, this web site, another member's acts or omissions, or your use of or inability to use, the services or this web site is excluded regardless of whether such liability arises in contract, tort (including negligence), equity, breach of statutory duty or otherwise.

12.2 LondonBabyModels.co.uk liability and responsibility is excluded in respect of any and all loss or damage, whether direct or indirect, including, without limitation, loss of profits, loss of data, loss of business or anticipated savings, general and special damages, and consequential and incidental loss.

13 Website

13.1 **Viruses** - Although we take reasonable steps to prevent the introduction of viruses or other destructive materials to our website or on-line service, we do not guarantee that the service or materials that may be available from our website do not contain such destructive features. We shall not be liable for any damages or liability attributable to such features. If you use any materials available through this website, you do so solely at your own risk.

13.2 **Site Access** - Access to our site may be interrupted, restricted or delayed from time to time. We will not be liable for damages or costs in these circumstances.

13.3 **Password and Sign in Security** - You are responsible for any use of our on-line service with your password and protecting your password from unauthorised use. You are also responsible for the security of any computer where you choose to remain signed in to the Agency's website.

14 Jurisdiction

These terms and conditions for booking and all other matters connected with the booking are governed by English law and any dispute will be settled in accordance with that law by a court in England.

In accordance with the Department of Employment guidelines, the booking form containing a copy of the terms and conditions must be signed and returned to LondonBabyModels.co.uk with your application to be registered with the agency.

I have read and understood the Terms and Conditions set out above and agree to be bound by them.

Signed _____

Position _____

Company _____

Date _____