

# Terms

## TERMS & CONDITIONS

### 1. Booking

As required by the Department of Employment Regulations, this form containing the terms of the booking must be signed and returned to us by you the client prior to the job.

### 2. Permitted use.

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

### 3. Daily/hourly rate.

Fees are charged by the day or the hour.

### 4. Overtime.

Overtime rates apply before 9am, after 6pm and on all bookings exceeding 8 hours.

- a. The overtime rate is one and a half times the daily rate between 1800 and 2400.
- b. A special rate is negotiated for night work between 2400 and 0900.
- c. Work on Saturdays is at one and half times the normal rate.
- d. Work on Sundays/Bank Holidays is at double the normal rate.

### 5. Travel.

Travel time will be charged at half the hourly rate: this applies to travel outside a five miles radius of Stephansplatz Corner.

### 6. Fitting.

Fitting fees are charged at half the hourly rate with a minimum of £50 per hour.

#### 6a. Additional expenses.

All expenses incurred by Adriano Models on the client's behalf will be subject to a 12.5% surcharge.

### 7. Location.

If a model on location is prevented from returning to London to work, half the daily fee must be paid.

(NB When a location booking is made the client must provide information about transport there and back).

### 8. ADDITIONAL FEES

To be agreed at the time of booking or before any additional usage. The agent reserves the

right not to negotiate in relation to any additional usage other than that agreed at the time of the booking.

#### 8a. Usage.

Additional fees are payable for the right to use the photographs (or reproductions, or adaptations of, or drawings there from, either complete or in part alone or in conjunction with any wording or drawing including electronic imaging) for all known or anticipated purposes other than the initial Permitted Use (eg for Packs, Swing Tickets, Record Covers, Showcards, Posters etc). In general, the additional fees cover the right to use one image for one year from the date of the booking, in the UK only, for the purpose agreed. Under no circumstances will each usage fee be less than the model's advertising day rate.

#### 8b. Territory.

Additional fees are payable for the right to use the photographs (or reproductions, or adaptations of, or drawings there from, either complete or in part, alone or in conjunction with any wording or drawing including electronic imaging) for all known or anticipated territories other than the AUT. In general, the additional fees cover the right to use one image for one year from the date of the booking in the territory or territories agreed. Under no circumstances will each usage fee be less than the model's advertising day rate.

### **TO BE AGREED AFTER BOOKING**

#### 9. Usage.

It is the client's responsibility to notify the agent and negotiate additional fees (including extensions of existing agreements) for any usage which may be required or anticipated subsequent to the time of booking as per 8a. b. Territory. It is the client's responsibility to notify the agent and negotiate additional fees (including extensions of existing agreements) for any territory which may be required or anticipated subsequent to the time of the booking as 8b.

#### 10. AGENCY FEES

10a. All bookings excepting equity contract tv commercials: the agency charges a supplement of 20% on all hourly, daily and usage fees. Both agency fees and model fees will be invoiced by the agent. Unless otherwise agreed at time of booking, the model disbursements is included at 66.67% and the agent's fee at 33.33% of the invoice total. VAT and any agreed expenses will be added where appropriate.

10b. Equity contract tv commercials: the fee negotiated by the agent is the artist's fee from which agency commission will be deducted at 20% of the invoice total. VAT and any agreed expenses will be added where appropriate.

10c. Non Equity Contract TV Commercials. Model Disbursement and agency fee will be charged as 10(a) and applies to all commercials shot for use outside the UK irrespective of where the fee is paid.

#### 11. Invoicing

On all invoices payment is required within 30 days of date of invoice. In all cases the person booking the model will be invoiced and solely responsible for payment, unless otherwise agreed at the time of the booking. We reserve the right to invoice the 'ultimate client' (ie 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.

#### 12. Exclusion fees.

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

#### 13. 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.

#### 14. CANCELLATIONS

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. 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. However, if a booking is cancelled because of illness or some other reason beyond the models' or agents' control (and upon the production of the appropriate evidence) the model shall not be liable for cancellation charges. 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. This is a reciprocal arrangement between model and client.

#### 15. Weather permitting bookings.

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

#### 16. MEALS

Clients are responsible for model's meals on all bookings outside the Vienna area (see 5).

#### 17. FASHION SHOWS

Catwalk bookings give the right to make use of a model's service 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 (or reproductions etc as set out in 8b above) is for REPORTING PURPOSES ONLY. It is the client's responsibility to ensure that all photographers present are aware of this condition and abide by it. Any other usage must be negotiated at the time of the booking.

#### 18. VIDEOS

Negotiated fees will usually include a shoot fee and a buyout. Fees will be invoiced direct to the record company.

#### 19. BOOK COVERS

Unless agreed at the time of booking, the fee negotiated for a book cover is for one print run and for use in the AUT only. If the cover is used for any additional territories and/or reprints a further fee is negotiable. A further fee is also payable should the cover of the book be incorporated in any advertising and/or promotional use.

#### 20. TESTS AND EXPERIMENTAL PHOTOGRAPHY

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

#### 21. COPYRIGHT

The photographer and/or the client and anyone obtaining rights from or through the photographer/client is not to use any images for any usage beyond that agreed or permitted under sections 2, 8, 9, 17 and 18 above. The photographer/client to this extent agrees to restrict use and exploitation of the copyright. If the client is not the photographer, the client is to draw all these terms and conditions (1-23) to the attention of the photographer and obtain his agreement to them before shoot commences.

#### 22. HEALTH, SAFETY & INSURANCE

It is the client's responsibility to carry out a proper risk assessment of the location, equipment and work conditions; any risk to Health & Safety known to the client must be discussed with the model agent at the time of the booking. The client is responsible for the model's health and safety when the model is traveling or providing services in connection with the booking as if the model were an employee of the client. The client agrees to maintain adequate insurance cover to underwrite its obligations. The agent cannot be held responsible for the non-appearance of the model through sickness or for any other reason. The client is advised to insure against any loss which may be incurred.

#### 23. JURISDICTION

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

#### 24. COMPLAINTS

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

PLEASE NOTE As a supplier of services, these terms and conditions take precedence over terms and conditions that may be received from the client even when those terms and conditions have a similar clause to this.

\*\* All fees are to be negotiated only with ADRIANO MODELS.

\*\* It is not permitted to use the photographs for any purpose whatsoever until all fees have been paid in full.

\*\* Whilst every Endeavour is made to provide satisfactory and efficient service to clients we cannot be held responsible for a model's conduct on an assignment.

\*\* We reserve the right to negotiate within the structure of these terms and conditions