

TERMS & CONDITIONS

Booking Models through AMA members

Terms & Conditions for clients (ISSUED BY THE AMA)

All clients should read this carefully before booking a model

1. As required by Department of Employment regulations, Elisabeth Smith booking form containing the terms of the booking must be signed and returned by the client.

BOOKING FEES

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 UK only, for the initial permitted use.

3. DAILY/HOURLY RATE.

Bookings fees are charged by the day or by the hour. Extra half hours or parts of half hours shall be paid at the half hourly rate. Equity contracts excluded, the day booking is for an 8 hour period including a 1 hour lunch break. Unless otherwise agreed the minimum booking is for 2 hours.

4. OVERTIME.

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

(a). The overtime rate is one-and-a-half times the daily rate between 6 pm and 12 am.

(b). A special rate is negotiated for night work between 12 am and 9 am.

(c). Work on Saturdays is at one-and-a-half times the normal rate.

(d). Work on Sundays and Bank Holidays is at double the normal rate.

(e). If a model works over the pre-booked times the overtime worked between 9 am and 6 pm will be charged at the normal hourly rate.

5. Travel.

Travel will be charged at half the hourly rate. This applies to travel outside a 5 mile radius of Hyde Park Corner (i.e. Chiswick in the West, Golders Green and Highgate Village in the North, Mile End in the East, Streatham Hill and Tooting Bec in the South).

6. Fittings.

Fees for fitting are charged at half the hourly rate with a minimum of £20 per hour.

7. 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 both to and from the location).

ADDITIONAL FEES

To be agreed at the time of the booking

8(a). Usage

Additional fees are payable for the right to use the photographs (or reproductions, or adaptations of, or drawing therefrom, either complete or in part, alone or in conjunction with any wording or drawings: including electronic reproduction) for all known or anticipated purposes other than the initial Permitted Use. (e.g. Packs, Posters, Showcards, Record Covers, Swing Tickets 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 or purposes agreed.

8(b). Territory

Additional fees are also payable for the right to use the photographs (or reproductions, or adaptations of, or drawings therefrom, either complete or in part, alone or in conjunction any wording or drawings: including electronic reproduction) for all known or anticipated territories other than the UK. In general the additional fees cover the right to use one image for one year from the date of booking, in the territory or territories agreed.

To be agreed after the time of the bookings

9(a). 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 8(a) above.

9(b). Territory

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

AGENCY FEES

10(a). 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 Agency. Unless otherwise agreed at the time of booking the model disbursement is included at 62.5% and the agency's fee at 37.5% of the invoice total. VAT and any agreed expenses will be added where appropriate.

10(b). Equity Contract TV Commercials:

The fee negotiated by The Agency 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.

11. Payment Terms

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' (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. We reserve the right to add the interest at the rate of 1% per month to overdue accounts without prejudice to our rights of recovery.

12. 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 CLIENT'S 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.

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 is charged. If a booking is cancelled outside the one day period but within **two working days** of the starting time then half the fee is charged. However, if a booking is cancelled due to illness or some other reason beyond the models' or Agencies' 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 models and client.

15. Weather Permitting Bookings

At the first cancellation, a 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 models meals on all booking outside the London area. (See 5.)

17. Fashion Shows

Payment of the agreed fees confers the right to make use of the model's services on the catwalk for the specified show and the right to use photographs and video of the show for **reporting purposes only**. Any other usage must be negotiated at the time of booking.

18. Videos

All fees will be invoiced to the record company or ultimate client. For all videos the normal daily rates will apply PLUS a buy-out to be negotiated.

19. 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.

20. Copyright

The Photographer is not entitled to use any of the images he takes for any usage beyond that agreed under sections 2, 8, and 9 above. The photographer to this extent agrees to restrict use of his copyright and if the model agency client is not a photographer, a client is to draw these Terms and Conditions to the attention of the photographer and obtain his agreement to them before the shoot commences.

21. Insurance

The client is responsible for the model's health and safety when the model is travelling, or providing services, in connection with the booking to the same extent as if the model were an employee of the client. The client will maintain adequate insurance cover to underwrite its obligations to the model.

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

22. Jurisdiction

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

23. Complaints

Any cause for complaint should be reported to The Agency when it arises.

Complaints cannot be considered in retrospect.

PLEASE NOTE

As the supplier of services these Terms & Conditions take precedence over any Terms & Conditions which may be received from the client even if those Terms & Conditions have a clause similar to this.

- All fees are to be negotiated only with Elisabeth Smith.
- 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 we cannot be held responsible for a models conduct on an assignment.
- We reserve the right to negotiate within the structure of these Terms & Conditions.
- It is the client's responsibility to arrange insurance if indemnity is required against a model's inability to attend through sickness or unforeseen circumstances.