



## Definitions

**“Assignment/Booking”** Means the period during which the model is booked to supply services to the Client;

**“Client”** Means the person, firm or corporate body together with any subsidiary associated company as defined by the companies Act 1985 to whom the Model/Talent/Contractor supplies services.

**“Model/Talent/Contractor”** Means the individual[s] whose services are supplied to the Client [hereinafter called “the talent”]

**“Fitting Models UK Limited/Agency”** Means the company[s] who represents the **Model/Talent/Contractor** and sources suitable assignments/bookings for which the services are supplied to the Client [hereinafter called “the agent”]

Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.

**Incorporation and Interpretation** ~ As required by Department of Employment regulations, the Agent/agency booking form contains the terms of the booking. Making a booking through Agent/agency means you are abiding by all of the below terms & conditions. Fitting Models UK Limited acts as an Employment Agency. These terms of business of the Employment Agency, together with the information in the booking description, shall form the entire agreement between The Talent, Agent/agency and the Client, whereby Agent/agency will introduce a Talent to the client to fulfil the client’s requirements. These terms shall prevail over any terms of business or purchase conditions preferred by the client, and no variation can be made to these terms unless approved by Director of Agency in writing.

These terms are deemed to be accepted by the client by virtue of its request for, an interview or engagement of the contractor.

### 1. Provisional Bookings

If a provisional booking is not confirmed within 24 hours and a confirmed booking is offered by another client, the agency reserves the right to cancel the provisional booking.

### 2. Photographic Usage

Unless otherwise agreed, the permitted use of any photographic images is for experimental or press advertising and editorial. It excludes display material [i.e., swing tags, show card, posters, packaging and record covers etc.] An additional rate is payable for these and will be agreed at time of booking. If a client fails to notify the agency of the usage and is found to use the images for any other purposes than originally agreed additional fees will be payable. Photographs may NOT be used for any purpose until the fees have been paid in full.

### 3. Liability & General Information

a. Restrictions on a Talent - Unless exclusion fees are negotiated at the time of booking, a talent may be able to work for any competitor. It is the clients’ responsibility to check product bookings that may conflict, with the Agency or Talent.

b. Poster/Show card/Display material & Pack Fees/Point of Sale Material The additional fees payable for each of the above Categories must be negotiated at the time of booking. These additional fees are for the UK usage only. It is the responsibility of the client to inform the Agency if the talent is to be featured on any of the above.

4. It is the client’s ultimate responsibility to satisfy itself that the talent has the necessary experience, qualifications and skills to carry out the assignment prior to allowing the candidate to commence the assignment. Whilst making every attempt to provide complete satisfaction and efficiency for our clients, Agent/agency shall not be liable for any loss, expense, damage or delay arising from the negligence, dishonesty, misconduct or lack of skill of the talent staff

5. Whilst every effort is made by Agent/agency to give satisfaction to the client by ensuring reasonable standards of skills, integrity and reliability from talents and further to provide them in accordance with the clients booking details, Agent/agency is not liable for any loss, expense, damage or delay arising from failure to provide Talent for all or part of the period of booking or from negligence, dishonesty, misconduct or lack of skill of the talent. For the avoidance of doubt, Agent/agency does not exclude liability for death or personal injury arising from its own negligence. Talents are self-employed and have appointed Agent/agency as their Agent and given authority to contract on their behalf with the client. The client shall also advise Agent/agency of any special health and safety matters about which Agent/agency is required to inform the talent and of any requirements imposed by law or by any professional body, which must be satisfied by talents accepting the assignment/booking. The agency shall not be held responsible for talents arriving late due to circumstances beyond their control.

6. All talent requirements, hours, break entitlements are to be agreed prior to the assignment. Talents are contracted per day or if required per hour [minimum 2hrs]. Should the client decide to reduce the Talents hours during the assignment, the agency will be obligated to charge for the contracted hours as agreed prior to the assignment.

## Fitting Models UK Limited

Telephone: 0844 840 8420 ~Email: [info@fittingmodels.co.uk](mailto:info@fittingmodels.co.uk) ~ Website: [www.fittingmodels.co.uk](http://www.fittingmodels.co.uk) ~Registered in England No. 10086356

Registered office; 12 Barley Mews, Pershore, Worcestershire WR10 1RW



**Fitting Models UK Limited Client Terms & Conditions - Talent services Effective from 1<sup>st</sup> April 2021**

Agent/agency will deem a normal working day to be 9am-5pm. A normal day will be 8 hours, including breaks. The rate per talent will be agreed in advance with the client for the required hours. The agency shall charge for each hour's overtime. Any part hour will be paid for as a full hour.

**7. Insurance**

- a. The client is responsible for the talent's health & safety when the talent is providing services in connection with the booking, to the same extent as if the talent were an employee of the client. The clients will maintain adequate insurance cover to underwrite this obligation to the talent.
- b. The talent is an independent contractor not employed by Agent/agency. Agent/agency acts as an agent and is not responsible for any acts or omissions of the talent or the consequences of any acts or omissions, including that Agent/agency is not responsible if the talent fails to attend a booking. The client is advised to insure against any losses which might result if the talent does not keep a booking because of ill health or from any act or omission of the talent relating to the booking.

**8. Complaints**

In the event that the client is not satisfied with the talent provided by the agency or the talent fails to attend, the client must notify the agency within the first 2 hours of the booking commencement. If the client does not so notify the agency, the client shall be deemed to have accepted the talent and the fee will be deemed payable in full. The agency will accept no liability in respect thereof and the client shall not be entitled to reject the talent or claim a discount. On the occasions the agency is informed promptly the agency will endeavour to replace the talent as soon as possible.

**9. Castings**

A talents attendance at a casting is free of charge provided waiting time is no longer than 20 minutes; and only three garments or less are fitted [not to include underwear]; and no more than one still image of the talent is taken at the casting. If the casting is for underwear this must be specified in advance and details of what the casting will involve must be agreed in advance. If there is any breach payment will be due and client will be invoiced for the casting at the talents usual hourly rate on a basis of a booking for two hours or the amount of time spent [whichever is the longer. Any part hour will be charged as full hour] and in any event at a rate of no less that £40 per hour.

**10. Rehearsals/Briefing Sessions**

Clients wishing to book Talents for rehearsals or briefing sessions will be charged an hourly rate, agreed with client at time of booking. Where a booking changes and talents are expected to carry out duties different from those defined in booking confirmation, the agency reserves the right to cancel the existing booking and re-negotiate the fee.

**11. Fashion Shows**

A booking for a catwalk show is for the right to use the talent's services on the catwalk for the specified show and includes the right to allow photographers to be present to take still images and videos of the show on condition that all such material is for press and television reporting purposes only. In the event of this taking place for a child talent the agency must be informed prior to booking so that the correct type of licence can be obtained. The client warrants that it will ensure that all photographers who attend at the show are aware of this condition and the client shall be responsible to the talent in the event of any breach.

**12. Fees & Invoicing**

- a. Agent/agency will invoice the client on behalf of the talents for the full term of the contract when the booking is confirmed except where the assignment is more than one week in which case the agency shall invoice the client on a weekly or monthly basis. Agent/agency is authorised to invoice & collect monies on behalf of the talents. All monies received on behalf of talents are paid to the client account.
- b. Overtime rates apply before 09.00hrs and after 18.00hrs. The overtime rate is 1.5 times the normal hourly rate and applicable between 18.00hrs and 24.00hrs. Between 24.00hrs and 09.00hrs, a special rate will be negotiated and agreed with the client Saturdays are charged at 1.5 times the normal rate. Sundays and Bank Holidays are charged at double the normal rate. The amount shall be agreed prior to confirming each booking.
- c. Payment required on all invoices 5 days prior to booking unless otherwise agreed in writing with The Director of Agent/agency. Failure to settle appropriately may result in nonattendance of talents. In all cases the person booking the talent will be solely responsible for payment. In the event of any invoice becoming overdue the Client will be charged interest daily at 11.75% above base rate set by the Bank of England from invoice date and will also incur any collection fees required to instruct solicitors and court recovery charges. All monies due on behalf of talents should be paid to the client account by transfer or cheques made payable to Fitting Models UK Limited where all monies are held until the booking has taken place. In the event of cancellation any fees due to be refunded will be done so by bank transfer less any cancellation charges where appropriate. VAT is chargeable on all fees at current VAT rates.
- d. The charges for each booking include talent fee, agency commission, any legislative charges and any travel, hotel or other expenses. Travel costs & other expenses will be negotiated at the time of booking. Travel to location abroad will also be negotiated at the time of booking.

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**14. Cancellation**

Where cancellation of a confirmed booking takes place less than 48hrs /2 working days of the commencement of the assignment, 100% of the value of the agreed fees, together with applicable VAT thereon will be payable by client. In the event that a confirmed booking is cancelled, and invoice has been settled in full or part a credit will be applied to the client's account.

**15. Non-Solicitation**

While a talent is represented by Agent/agency the client will not, either personally or by any other route, make an agreement with the talent for any work as a talent/promotional person/extra or any other work of a similar nature such as is booked by Agent/agency or for any other work of a similar nature as is booked by Agent/agency. Further if a talent attended a casting or booking for the client in the 12 months before the end of the talents representation by Agent/agency the client will not without the written agreement of Agent/agency [which may be declined] within six months after the end of the representation either personally or by any other means book the talent for any work as a talent/promotional person/extra or any other work of a similar nature such as is booked by Agent/agency.

**16. Law**

These terms are governed by English Law and are subject to the exclusive jurisdiction of the English Courts.

**Fitting Models UK Limited reserves the right to negotiate within the structure of the above conditions.**

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