

**Fitting Models UK Ltd**  
**TERMS AND CONDITIONS OF REPRESENTATION**

**1. DEFINITIONS**

1. **“CLIENT(S)”** Means any person, company or corporate body requiring the services of the Model together with any subsidiary or associated company as defined by the Companies Act 1985  
**“AGENCY”** Fitting Models Uk Ltd  
Reg Office: 12 Barley Mews Pershore Worcestershire WR10 1RW
2. **“BOOKING(S)”** Means the period of time for which a CLIENT / hirer wishes to use the services of the TALENT
3. **“WEBSITE(S)”** Refers to fittingmodels.co.uk
4. **“TALENT(S)”**  
Name \_\_\_\_\_ Date of Birth \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
E-Mail \_\_\_\_\_ Telephone \_\_\_\_\_
5. References to the singular include the plural and references to the masculine include the feminine and vice versa. Unless the context otherwise requires, references refer to the singular. The headings in this agreement are for convenience only and shall not affect its construction.

**2. THE CONTRACT**

21. The AGENCY acts as an employment agency for the introduction of fitting models, Presenters, models, actors, choreographers, make-up artists, stylists, other creative \_\_\_\_\_ to hirers. The AGENCY will endeavour to obtain suitable BOOKINGS for the TALENT.
22. The TALENT will be promoted by different various marketing methods that the AGENCY uses. The TALENT understands that clients will need to see their images and the AGENCY will promote the TALENT visually to the client on the Agency WEBSITE, by e-mail, talent cards and flyers.
23. Some Talent Personal data will need to be shared with the client/hirer but this is strictly to promote the talent for the prospective booking.
24. I.e. Full Name/Alias, Talent Age, Photograph as supplied by Talent, Talent Body measurements and contact telephone number/email address if a booking is successful with prior written agreement from the talent to do so.
25. The AGENCY WEBSITE is one of the marketing methods used' There is no charge for this service but AGENCY discretion is used as to whether TALENT images are suitable.

**3 Fitting Models UK Ltd Website Privacy Policy**

Effective Date: 25 May 2018

We are dedicated to protecting the privacy of those who visit our Website and use our Internet Products. This Privacy Policy explains how we collect your Personal Data on our Website or through our Internet Products, how we protect such data, and the rights you have concerning the use of such data. Please read this Privacy Policy carefully.

**WHO WE ARE**

This Privacy Policy applies to our website which you are currently visiting (“Website”) The controller of your Personal Data collected via our Internet Products according to Art. 4(7) GDPR is Fitting Models UK Ltd & [Sister Company] Holten Ltd

- 3.1.  
3.2. I agree to receive e-mail updates from the AGENCY and I agree to be included on the fitting model UK Ltd WEBSITES: [www.fittingmodels.co.uk](http://www.fittingmodels.co.uk)

Signed \_\_\_\_\_ Date \_\_\_\_\_  
UTR No. \_\_\_\_\_

- 3.3. At the time of each BOOKING the AGENCY will issue details to include: fees, date of BOOKING, CLIENT / hirer, location, wardrobe / props, items needed, usage and length of BOOKING. The TALENT agrees to sign and return the BOOKING confirmation on receipt to the AGENCY.

### **FEES**

- 3.4. I understand I am self-employed and responsible for my own tax and national insurance and I am registered / must register as such.  
3.5. The AGENCY will deduct a commission varying of 20-31.5%. Commission Fees will be quoted at time of each individual BOOKING.  
3.6. The TALENT agrees to send an invoice on completion of the booking to the AGENCY.  
3.7. The AGENCY is authorised to receive monies on behalf of the TALENT.

Fitting Models UK Ltd

Registered in England No. 10086356

Reg. Office:

Director H Millard-Dygliene · Tel: 0844 840 8420

E-Mail: [info@fittingmodels.co.uk](mailto:info@fittingmodels.co.uk)

- 3.8. According to Regulation 25(9) of the Conduct of Employment Agencies and Employment Business regulations of 2003 each TALENT is entitled to receive payments due from the AGENCY within 10 working days of monies being received and cleared from the CLIENT / hirer, however the TALENT agrees that the AGENCY will settle monies on the last day of the month in which payment has been received and cleared from the CLIENT / hirer.
- 3.9. The TALENT is aware that CLIENTS can take on average 3-4 months to pay after the work has been successfully completed and that it is not the responsibility of the AGENCY to pay a TALENT should the CLIENT refuse payment or cease trading once the booking has taken place, however the AGENCY can choose to pursue the matter on the behalf of the TALENT. Every effort will be made to collect outstanding debts but the AGENCY shall not under any circumstances be liable for any loss whatsoever incurred or suffered by the TALENT. The TALENT agrees that any expenses incurred in the recovery of the debts will be met proportionally by the AGENCY and each TALENT involved. No action will be taken without prior discussion with those concerned.
- 3.10. The TALENT understands that if pictures cannot be used for any reason on their part (i.e., change of appearance, un-professionalism) that they may be liable for the re-shoot costs and other related costs (i.e. retouching, photographers time, other persons time on booking, loss of AGENCY commission).

### **3. COMPLAINTS**

- 3.1. The TALENT understands that if the CLIENT is not happy with the TALENT's work / services payment may not be made and that the AGENCY is not responsible for monies not received. Dependent on the reasons given the CLIENT may be entitled to recover any lost earnings. We will consider the comments of both parties.
- 3.2. The TALENT will not work on a freelance basis or accept any direct BOOKINGS from a CLIENT who has been introduced to themselves through the AGENCY without written consent from the AGENCY. The TALENT will not accept any BOOKINGS from a CLIENT through any other agency. Should either occur, the TALENT acknowledges that the AGENCY will be entitled to charge the TALENT a commission fee of no less than £30 or 31% per day fee booked. This applies for a period of 6 months after receipt of written resignation from the AGENCY books.

### **4. CONDUCT ON BOOKING**

- 4.1. The TALENT is not obliged to accept any BOOKING offered by the AGENCY but if he does so, during every BOOKING and afterwards where appropriate he will:-
  - 4.1.1. co-operate with the CLIENT'S staff and accept direction, supervision and control of any responsible person in the CLIENT'S organisation;
  - 4.1.2. observe any relevant rules and regulations of the CLIENT'S establishment to which attention has been drawn or which the TALENT might reasonably be expected to ascertain;
  - 4.1.3. unless arrangements have been made to the contrary, conform to the agreed hours of work for each BOOKING;
  - 4.1.4. take all reasonable steps to safeguard his own safety and the safety of any other person who may be present or affected by his actions on the BOOKING and comply with the health and safety policies of the CLIENT;
  - 4.1.5. not engage in any conduct detrimental to the interests of the CLIENT, the TALENT'S conduct on all BOOKINGS must be professional and courteous. The AGENCY will not take responsibility should any TALENT behave in such a way which the AGENCY or the CLIENT finds unacceptable;
  - 4.1.6. ensure that his personal grooming be excellent during any assignment booked by the AGENCY. It will be the responsibility and liability of the TALENT to ensure that he has the correct clothing for each BOOKING and adhere to all instructions given by the CLIENT;
  - 4.1.7. not at any time divulge to any person, nor use for his own or any other persons benefit, any confidential information relating to the CLIENT or AGENCY employees, business affairs, transactions or finances.
- 4.2. Late arrival to a BOOKING will result in the agreed fee being reduced at the hourly rate and the TALENT may be responsible to pay any lost earnings by the AGENCY / CLIENT /photographers or other TALENTS. Always be on time or preferably 10 minutes early.

4.3. Mobile phones during BOOKINGS should remain switched off or on silent. The CLIENT is paying for the TALENTS time and full attention until the BOOKING is completed.

## 5. CANCELLATION OF BOOKING / NO SHOWS

- 5.1. In the event that BOOKINGS are cancelled by the CLIENT the TALENT will have no claim for damages in respect therefore against the AGENCY, however the AGENCY may endeavour to collect a cancellation fee and pay such cancellation fee or part to the TALENT.
- 5.2. Should the TALENT wish to cancel a BOOKING after confirmation has been accepted, sufficient notice shall be given in order for the CLIENT / AGENCY to find a suitable replacement. The AGENCY considers sufficient notice to be:-
- 5.2.1. 1 day BOOKINGS – 1 week's notice
- 5.2.2. 2-7 day BOOKINGS – 2 week's notice
- 5.2.3. 7 plus day BOOKINGS – 1 month's notice
- 5.3. Where a BOOKING is for a regular fitting / showroom BOOKING and CLIENT has agreed to cancellation fee and timescale the TALENT will also be bound to this cancellation notice and liable for cancellation fees to the AGENCY and CLIENT if they are unable to go ahead with scheduled BOOKING.
- 5.4. Notice must be communicated with the AGENCY verbally and it is the TALENTS responsibility to confirm that the CLIENT and AGENCY are aware of / have received verbal cancellation.
- 5.5. Failure to give the sufficient period of notice without what the AGENCY regards as good reason will result in the TALENT being charged the fee that the AGENCY has lost if unable to replace the TALENT with an adequate replacement agreed by the CLIENT.

## 6. TERMINATION

- 6.1. The AGENCY may cease representation of the TALENT without prior notice or liability.
- 6.2. If a TALENT no longer requires representation from the AGENCY then they must provide 4 weeks written notice. It is the TALENTS responsibility to confirm the AGENCY has received this notice.

## 7. LIABILITY

- 7.1. The AGENCY shall not under any circumstances be liable for any personal injury incurred or suffered by TALENTS whilst carrying out BOOKINGS for CLIENTS / hirers unless we are in breach of the employment agencies act.

## 8. LAW

- 8.1. These Terms are governed by the law of England and are subject to the exclusive jurisdiction of the Courts of England.

<b>Talent Name</b>	_____	<b>Date</b>	_____
<b>Talent Signature</b>	_____	<b>Date</b>	_____

*For and on Behalf of Fitting Models UK Ltd Ltd*

*ModTerm260218*