

CLIENTS TERMS & CONDITIONS

MODEL: The model contracted with the client and procured, as agents only, by The Event Crew Ltd under the terms of this booking.

CLIENT: As named on the reverse of this sheet.

THE EVENT CREW LTD:
Chippendale Lodge
Tokers Green Lane
Reading, Berks, RG4 9EB.

IN CONSIDERATION of The Event Crew Ltd procuring an engagement between the client and the model, the Client agrees:

FEES

1.1 That all fees based on a 9 hour day are to include a lunch break.

1.2 That normal working hours are 9am – 6pm

1.3 That overtime rates apply to all bookings over 9 hours.

1.4 That a special rate may be negotiated for work between 9pm and 9am.

1.5 That rates on Sundays and bank holidays are payable at 1.5 times the normal rate.

1.6 The booking fee covers the right to use one image for one year from the date of the booking, in the UK only for the initial permitted use, further more the photographer is not entitled to use any of the images he/she takes for any usage beyond that agreed. The photographer to this extent agrees to restrict use of his/her copyright and if the model agency client is not the photographer, the client is to draw these terms & conditions to the attention of the photographer and obtain his/her agreement to them before the shoot commences.

1.7 That separately negotiated rates are payable for the right to use photographs (or reproductions or adaptations of, or drawings therefrom: including electronic imaging) for all known or anticipated purposes other than the Permitted Use (e.g for Packs, Swing tickets, Record Covers, Showcards, Posters etc). In general, the additional fee covers the right to use one image for one year from the day of booking, in the UK only, for the purpose or purposes agreed.

1.8 That on Fashion Show bookings payment of the agreed fees confers the right to make use of the Models services on the catwalk for the specified show for reporting purposes only. Any other usage must be negotiated at the time of the booking.

PAYMENT

2.1 The Event Crew is responsible for invoicing for the Models fees on behalf of the Model.

2.2 That the invoice for services will be paid within 28 days of each assignment. Late payment will result in an 8% interest charge in accordance with the 1998 late payment act.

2.3 That the individual making each booking is responsible for payment of the invoice unless The Event Crew agrees prior to the engagement and in writing that another party will be responsible. The Event Crew reserve the right to invoice the 'Ultimate Client' (i.e. designer / manufacturer / owner of the product / production in question).

2.4 That all fees are for the right to use the pictures and once agreed are payable whether or not the use is appropriated.

BOOKING

3.1 That the Client will provide written confirmation of the engagement specifying:

3.1.1 the purchase order if applicable

3.1.2 the agreed fee

3.1.3 dates and time of booking

3.1.4 transport availability and / or overnight stays where applicable

3.2 That for television engagements equity rates apply

3.3 If the Model is engaged by the Client where such engagements have been procured by The Event Crew that the client will pay to The Event Crew an introduction fee of 50 percent for each such engagement.

CANCELLATIONS

4.1 That cancellation on 5 working days or less shall result in the full invoice amount being payable (Cancellations will not be taken outside of office hours, weekends and bank holidays).

4.2 That cancellation on 10 working days notice shall result in half the invoice amount being payable

WEATHER PERMITTING BOOKINGS

5.1 That the first cancellation shall render half the invoice amount being payable on the condition that the engagement is in sufficient time.

5.2 That the second cancellation shall render the full invoice amount being payable.

COMPLAINTS

6.1 Any cause for complaint will be reported when it arises, Complaints can not be considered in retrospect.

RESTRICTIONS

In respect of any photographic or cinematographic work featuring the model:

7.1 That the Model cannot sign release forms and any purported agreement is unenforceable without the prior written agreement of The Event Crew.

7.2 That photographs of the Model shall not be used without the prior written agreement of The Event Crew.

7.3 That the Model is able to under take any engagement without limitation unless the Client enters into a written exclusion agreement, the terms of which have been previously approved in writing by The Event Crew.

7.4 That any photograph or cinematographic film footage is for use within the UK only unless The Event Crew agrees to any other use.

AGENCY

8.1 That The Event Crew is the authorised agent of the Model for the purposes of procuring the agreement between the Client and the Model.

8.2 That the Model on an engagement are the self-employed principals of The Event Crew and The Event Crew accepts no responsibility for their actions.

8.3 That whilst on engagement, the Client is solely responsible for its public liability requirements.

8.4 That these terms and conditions take precedence over any Terms and Conditions which may be received from the client and these Terms and Conditions in no way constitute a contract between The Event Crew and the Client.

8.5 That The Event Crew reserves the right to negotiate within the structure of these Terms and Conditions.