



1. These Terms and Conditions together with the Confirmation Booking Form (the “Agreement”) set out the terms on which the Model will provide certain services to the Client and the rights and obligations of Linden Staub.
2. The Confirmation Booking Form, setting out the specific terms of the Agreement, must be signed by the Client and returned to Linden Staub. If the Client fails to sign and/or return the Confirmation Booking Form but takes any action which indicates to Linden Staub that it intends to proceed with the Agreement (including allowing the Model or Linden Staub to perform any of its obligations under the Agreement) the Client will be deemed to have accepted the terms of the Agreement.
3. Any amendment to the Agreement by the Client shall be invalid unless Linden Staub has confirmed its agreement and the agreement of the Model in writing.

4. Definitions

In these Terms and Conditions, the following definitions apply:

- 4.1. “Agreement” means the Confirmation Booking Form and these Terms and Conditions;
- 4.2. “Applicable Laws” means all applicable laws, enactments, orders, regulations, and other similar instruments;
- 4.3. “Business Day” means a day (other than a Saturday, Sunday or public holiday) when banks in London are generally open for face to face business.
- 4.4. “Confirmation Booking Form” means the booking confirmation form which accompanies these Terms and Conditions;
- 4.5. “Client” means the client listed on the Confirmation Booking Form;
- 4.6. “Good Industry Practice” means using the degree of care, skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same type of undertaking under the same or similar circumstances;
- 4.7. “Linden Staub” means Linden Staub LLP (Company number: OC403379) whose registered office is 22 Chancery Lane, London, United Kingdom, WC2A 1LS;
- 4.8. “Linden Staub’s Office” means 22 Chancery Lane, London, United Kingdom, WC2A 1LS
- 4.9. “Materials” means the photographs, images, video and/or sound recordings or any other media whether in physical or electronic format produced by or on behalf of the Client (including any photographer) as result of the Model providing the Services;
- 4.10. “Model” means the model/s named on the Confirmation Booking Form;
- 4.11. “Services” means the modelling or other services as described on the Confirmation Booking Form;
- 4.12. “Session” means the session arranged by the Client during which the Model is to provide the Services.

1. SERVICES

Subject to the Client’s compliance with the terms of the Agreement, the Model shall perform the Services for the Client.

2. PERMITTED USE

- 2.1. The Client shall only use such of the Materials and in such a manner as set out on the Confirmation Booking Form (the “Materials Rights”). Any use outside the scope of the Materials Rights must be agreed with Linden Staub in writing in advance.
- 2.2. The Client shall provide an electronic copy of all Materials to Linden Staub within 72 hours of the Model providing the Services.
- 2.3. If Material Rights have not been specified on the Confirmation Booking Form the Client shall

only be entitled to use one image via a single published medium in the United Kingdom only for 3 months from the date of the Session.

- 2.4. The Client agrees that it shall not use, copy, modify, distribute, sell or otherwise exploit any of the Materials for any purpose until the Client has paid all sums initially payable under the Agreement.
- 2.5. In the event that the Client has entered into the Agreement on behalf of any third party or in connection with any services the Client is providing to any third party, the Client shall ensure that the third party shall enter into an agreement with Client that includes:
 - 2.5.1. an obligation on that third party to be jointly and severally liable for all sums payable by the Client under the Agreement;
 - 2.5.2. the same restrictions on the use of Materials as apply under the Agreement;
 - 2.5.3. an undertaking from that third party not to use, copy, modify, distribute, sell or otherwise exploit any of the Materials for any purpose until that third party or the Client has paid all sums initially payable under the Agreement in full; and
 - 2.5.4. a provision allowing the Model and Linden Staub to enforce the terms of that agreement.

3. FEES

- 3.1. Fees are, unless otherwise specified on the Confirmation Booking Form, charged at the Model's standard rates. For the purposes of calculating fees a day means an 8 hour period (including a one hour lunch break) between the hours of 0900 and 1800 (i.e. 0900-1700 or 1000-1800). If the Model provides Services for nine hours between 0900-1800 the fee payable will be the Model's day rate plus one hour at the Model's hourly rate. Any Services provided by the Model outside of the hours of 0900-1800 must be agreed with Linden Staub on behalf of the Model in advance and unless otherwise agreed will be charged by the hour at one-and-a half times the Model's hourly rate rounded up to the nearest half hour.
- 3.2. Saturdays are charged at one-and-a half times the standard rates and Sundays and UK Bank Holidays and, where the Session is not in the UK, local national holidays are charged at double the standard rates.
- 3.3. Any booking which is five hours or more will be charged at the Model's day rate and any booking which is less than five hours will be charged at the Model's hourly rate unless otherwise specified on the Confirmation Booking Form.
- 3.4. Any time spent by the Model travelling to or from a Location Session (as defined in clause 4.1) will be charged at half the hourly rate.
- 3.5. Any time spent by the Model for fittings is charged at half the applicable hourly rate with a minimum charge to the Client of £60 per hour.
- 3.6. All expenses incurred on the Client's behalf by the Model or Linden Staub will be charged to the Client and will be subject to an additional administration charge equivalent to 15% of the total value of the expenses.
- 3.7. The Model may be able to provide additional services such as, for example, appearing at the Client's product launch party. Fees for such services shall be agreed on a case by case basis between the Client and Linden Staub on behalf of the Model.
- 3.8. All amounts payable by the Client are exclusive of amounts in respect of value added tax chargeable (VAT). Where any taxable supply for VAT purposes is made under the Agreement by the Model or Linden Staub to the Client, the Client shall pay to Linden Staub as agent for the Model or to Linden Staub on its own account such additional amounts in respect of VAT as are chargeable on any supply of services at the same time as payment is due for the services.
- 3.9. Where Good Industry Practice would require it, the Client will make a health and safety assessment of the location and shall notify Linden Staub of any potential risks and how these have been mitigated.

4. LOCATION BOOKINGS

- 4.1. In addition to any charges or expenses for which the Client is liable under clause 3, when the location of the Session is travel zones 1-2 as defined by Transport for London a "Location Session", the Client must provide and bear the cost of transport for the Model from the Model's residence to the location of the Session and back unless otherwise stated on the Confirmation Booking Form. If the Client fails to arrange such transportation Linden Staub shall be entitled to

re-charge the cost of the transport arranged on behalf of the Model in accordance with clause 3.6.

4.2. If a Model's return from a Location Session is delayed due to any act or omission of the Client, the Client shall:

4.2.1. pay the Model an amount equivalent to half the Model's hourly rate for each hour that the Model is delayed in returning to their residence or any follow on engagement of the Model;

4.2.2. indemnify the Model and Linden Staub against all actions, costs, claims, demands, damages, expenses (including legal fees), liabilities, losses and proceedings incurred by the Model or Linden Staub as a result of such delay.

5. INVOICING

5.1. All fees payable by the Client under this Agreement shall be invoiced by and payable to Linden Staub. Linden Staub shall hold all sums owed to the Model as agent for the Model.

5.2. All invoices must be paid within 30 days of the date of the invoice.

5.3. If the Client fails to pay in full on the due date any amount which is payable under the Agreement, without prejudice to any other right or remedy of the Model or Linden Staub, Linden Staub shall be entitled to charge interest on the outstanding amount at the rate set from time to time under the Late Payment of Commercial Debts (Interest) Act 1998 from the due date for payment until payment is received by Linden Staub in cleared funds and both before and after any judgment.

5.4. The Client acknowledges that the fees payable under the Agreement shall include of a fee payable in respect of the Services (from which Linden Staub is entitled to deduct commission) and an arrangement fee payable in respect of the services provided by Linden Staub.

6. EXCLUSIVITY FEES

6.1. Unless otherwise agreed in the Booking Confirmation Form the Model provides the Services on a non-exclusive basis and the Model shall be free to provide similar services to any third party or for the benefit of any ultimate third party regardless of whether the third party or ultimate third party is a competitor of the Client or their ultimate client. It is the Client's responsibility to check whether the Model has undertaken or is due to undertake any work for, on behalf of or to be used by any competitor.

7. PROVISIONAL BOOKINGS

Provisional bookings will be automatically cancelled if they are not confirmed by the Client (by signing and returning the Confirmation Booking Form) within 24 hours of the provision booking being made.

8. CANCELLATIONS

8.1. Subject to clause 9, if the Client cancels the Session:

8.1.1. within 24 hours of the start time of the Session, all fees will be charged and payable by the Client;

8.1.2. between 24 and 48 hours of the start time of the Session, then half of all fees will be charged and payable by the Client.

8.2. For bookings of more than three days duration all fees will be charged and payable by the Client where the Client cancels within a period equal to or less than the length of the booking. Non-Business Days will not count towards the notice period required to be given under this clause.

8.3. Subject to clause 20, should the Model need to cancel the Services then they shall use reasonable endeavours to provide the Client with reasonable notice and in any case shall not give less than 24 hours' notice, take such other reasonable steps as are reasonably practicable to mitigate against such cancellation and Linden Staub may offer the Client a suitable replacement and/or substitute where practicable.

8.4. Notwithstanding clause 8.3, the Model shall be entitled to cancel a booking at any time and for any reason prior to the booking date without liability to the Client and the Client will procure the necessary insurance cover with a reputable insurance provider to protect against such cancellation and any associated liability and neither Linden Staub or the Model shall have any liability arising as a result of such cancellation.

9. OUTDOOR SESSION CANCELLATIONS

9.1. Where the Session is to take place outdoors, the Client may, subject to clause 9.2, cancel the

Session if the weather on the day of the Session is or is due to be unsuitable for the Client's purposes.

- 9.2. Where the Client cancels a Session under clause 9.1 for the first time half the fees payable in respect of that Session shall be charged and payable by the Client (save where the Client fails to cancel in time to prevent the Model's attendance at that Session in which case the full booking fee is charged and payable by the Client). Where the Client cancels a Session under
- 9.1 for a second or further time all fees payable in respect of that Session shall be charged and payable by the Client as if the Session had taken place for the scheduled period of that Session.

10. CATERING

The Client shall provide catering for the Model (taking into account the Model's dietary requirements) in accordance with Good Industry Practice.

11. MODEL CARE AND SAFETY

- 11.1. The Client shall not photograph or film the Model nude, semi-nude, in see-through clothing, in bathing suits or in lingerie without the prior written approval of Linden Staub and the Materials must not be pornographic or derogatory in nature, or a cause of ridicule or embarrassment to the Model. The Materials must not be altered or distorted in any way which is unflattering to the Model.
- 11.2. "Behind-the-scenes" filming is only permitted where it has been agreed in advance with Linden Staub and is noted on the Confirmation Booking Form. Any permitted "Behind-the-scenes" filming must only take place when the Model is hair-and-make-up ready.
- 11.3. The Client shall ensure that the Model is treated in accordance with Good Industry Practice, and that the safety, health and wellbeing of the Model is protected and maintained at all times during the Session.
- 11.4. In order to comply with its obligations under clause 11.3 the Client shall, without limitation:
- 11.4.1. provide the Model with an appropriate changing and dressing area to enable the Model to prepare and change in private;
- 11.4.2. ensure that the location of the Session and the working conditions of the Model are safe and secure and are compliant with all health and safety standards and guidance, and all Applicable Law;
- 11.4.3. allow the Model to take regular breaks during the provision of the Services;
- 11.4.4. procure and maintain sufficient insurance to cover all and any liabilities that the Client could incur under this Agreement; and
- 11.4.5. ensure that any persons engaged by the Client in connection with the Services are suitably qualified and experienced and conduct themselves in accordance with Good Industry Practice.

12. WARRANTIES

- 12.1. The Client warrants, represents and undertakes that:
- 12.1.1. it has full capacity and all necessary permits, licences and consents to enter into, exercise its rights and perform its obligations under this Agreement;
- 12.1.2. the Confirmation Booking Form is executed by a duly authorised representative of the Client;
- 12.1.3. it will ensure that it shall perform its obligations and treat the Model in accordance with Good Industry Practice, the terms of this Agreement and all Applicable Laws;
- 12.1.4. where a credit is included in relation to any of the Materials that credit is in the form "'Model's name" at Linden Staub"; and
- 12.1.5. it will promptly disclose to Linden Staub as agent for the Model in writing all necessary information (including without limitation the location and length of the Session and requirements for any foreign travel) and details relating to the provision of the Services to enable the Model to be suitably prepared and able to perform the Services.

13. INDEMNITY

- 13.1. The Client shall indemnify the Model and Linden Staub and keep the Model and Linden Staub indemnified against all costs, expenses, damages and losses suffered or incurred by the Model and Linden Staub (including but not limited to all legal costs and expenses on a full indemnity basis) arising out of or in connection with:
- 13.1.1. any breach by the Client of the Agreement; and

13.1.2. any claim brought by a third party against the Model or Linden Staub as a result of the Materials being used by the Client or any third party otherwise than in accordance with the Material Rights.

14. CATWALK MODELLING

Where the Services relate to catwalk modelling or particular fashion show or event the Material produced as a result shall, unless otherwise specified on the Confirmation Booking Form, only be used for reporting purposes to describe the particular show or event taking place and shall not be adapted or altered or used for any promotional purpose. The Client shall ensure that all photographers and other third parties present are aware of this condition and comply with the provisions of this clause.

15. TEST PHOTOGRAPHY

If Linden Staub agrees on behalf of the Model to allow a Client or their photographer to take test or experimental photographs of the Model the Client and the photographer is not entitled to use, or allow others to use, any Materials produced as result for any promotional or commercial purpose unless otherwise stated on the Confirmation Booking Form.

16. INTELLECTUAL PROPERTY RIGHTS

16.1. The Client undertakes that any intellectual property or other rights the Client may have in the Materials shall only be exploited, assigned, licensed or transferred in accordance with the Material Rights and the terms of the Agreement.

16.2. To the extent that the Client wishes to assign, license or otherwise transfer any intellectual property rights in the Materials to any third party, the Client shall only do so providing (i) all sums payable by the Client under the Agreement have been paid; and (ii) it procures that any such third party (including any ultimate client) agrees to bound by the same restrictions on the use of Materials as contained in this Agreement such agreement to be enforceable by Linden Staub and the Model.

16.3. The Client will procure that any third party (including without limitation any photographer) who has any intellectual property rights in the Materials shall:

16.3.1. subject to clause 16.3.2, not assign, license or transfer those rights other than to the Client or the Client's ultimate client, shall not (unless they are the client's ultimate client) exploit those rights for any commercial or promotional purpose and the Client will obtain the third party's written agreement to the terms of this clause 16.3.1; and

16.3.2. grant a perpetual, worldwide, irrevocable licence to Linden Staub to make use of those intellectual property rights in accordance with clause 16.5.

16.4. All rights not expressly granted to the Client under the Agreement are hereby reserved to Linden Staub and/or the Model as appropriate.

16.5. Notwithstanding anything in the Agreement the Client acknowledges and agrees that Linden Staub may use of the Materials for the promotion of the Model and/or Linden Staub. The Model and Linden Staub acknowledge and agree not to exploit the images for any other commercial purposes.

17. LIABILITY AND INSURANCE

17.1. No party excludes or limits its liability under the Agreement for:

17.1.1. death or personal injury caused by its negligence;

17.1.2. fraudulent misrepresentation; or

17.1.3. any other type of liability which cannot by law be excluded or limited.

17.2. Subject to section 17.1, Linden Staub limits its liability under the Agreement, whether such liability arises in contract, tort (including without limitation negligence) or otherwise, so that the maximum liability of Linden Staub for all claims under the Agreement shall be limited to and shall not in aggregate exceed the arrangement fee paid or payable to Linden Staub;

17.3. Subject to section 17.1, the Model limits their liability under the Agreement, whether such liability arises in contract, tort (including without limitation negligence) or otherwise, so that the maximum liability of the Model for all claims under the Agreement shall be limited to and shall not in aggregate exceed the total amount of the fees paid or payable to Linden Staub on the Model's behalf;

17.4. Linden Staub and the Model shall not be liable for:

(a) loss of business, use, profit, anticipated profit, contracts, revenues, goodwill or

- anticipated savings;
- (b) product recall costs;
- (c) damage to the Client's reputation;
- (d) consequential, special or indirect loss or damage; or
- (e) in the case of Linden Staub only, failure by the Model to attend a Session for whatever reason providing Linden Staub or the Model have given the Client not less than 24 hours' notice; even if Linden Staub or the Model have been advised of the possibility of such loss or damage.

17.5. The Client shall effect and maintain (and shall require its ultimate client, if any, to maintain) throughout the continuance of the Agreement insurance policies which provide appropriate coverage adequate enough to cover all liabilities and risks of the Client that may arise under the Agreement. Such insurance policies shall include without limitation:

- 17.5.1. cancellation insurance to protect against the potential liabilities, costs and losses which the Client may incur as a consequence of the provisions of sections 10 and 11;
- 17.5.2. insurance to protect the Model and Linden Staub should any damage, injury or loss be caused by the Model's inability to attend the Session or whilst the Model is providing services to the Client; and
- 17.5.3. travel insurance to cover the activities of the Model whilst travelling to and from the location where the Services are to be performed.

18. CONTRACT AND AUTHORITY

All matters relating to the use of the Materials, any other services supplied by the Model and any additional fees payable must be agreed with Linden Staub. The Client shall not attempt to negotiate or contract, nor allow any third party to negotiate or contract, with the Model without obtaining Linden Staub's prior written agreement. If the Client, photographer or any other third party acting under the instruction or on behalf of the Client obtains the Model's signature on any document or the Model's purported verbal agreement to anything outside of the scope of this Agreement, such signature or verbal agreement shall not constitute a variation of the Agreement and is not binding on the Model or Linden Staub unless and until it is agreed in writing by both the Model and Linden Staub.

19. CONDUCT OF MODEL

If the Client is dissatisfied or has any issue with the Services provided by the Model this must be notified to Linden Staub by the Client as soon as it arises. Linden Staub shall not be obliged to investigate any complaint which is received more than 5 days after the date on which the Services were performed. Whilst Linden Staub shall endeavour to ensure that the Model provides a satisfactory service to the Client, the Client acknowledges and agrees that, as the agent for the Model, Linden Staub cannot be held responsible for a Model's conduct or behaviour during their performance or any non-performance of the Services and Linden Staub shall not be held liable for any costs, expenses or losses suffered as a consequence of the conduct or non-performance of the Model.

20. FORCE MAJEURE

The Model and Linden Staub shall not be liable to the Client for any delay in performing or failure to perform any of their obligations under the Agreement which is due to any cause beyond their reasonable control (a "Force Majeure Event") and the Model's and Linden Staub's obligations under the Agreement shall be suspended for so long as the Force Majeure Event continues and to the extent that it is so delayed.

21. ENTIRE AGREEMENT

- 21.1. The Agreement constitutes the entire agreement between the parties and supersedes any previous agreement or arrangement between the parties relating to the subject matter of the Agreement.
- 21.2. The Client acknowledges that there are no representations, statements or promises made or given by or on behalf of Linden Staub or the Model outside this Agreement which have induced the Client to enter into this Agreement.
- 21.3. These terms and conditions shall apply to every offer, quotation, acceptance, confirmation order, specification and/or contract between the Client and the Model and Linden Staub and supersede any other terms of the Client and take precedence over and override and exclude any other terms stipulated or incorporated or referred to by the Client whether in the Confirmation Booking Form

or in any negotiations and any course of dealing established between Linden Staub and the Client. If there is any conflict between any of these Terms and Conditions and the Confirmation Booking Form then the terms of the Confirmation Booking Form shall prevail without detriment to the remaining unaffected terms of the Terms and Conditions.

22. SEVERANCE

- 22.1. If any of the terms, conditions or provisions of the Agreement are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent, be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.
- 22.2. Any termination of all or part of the Agreement shall not affect the coming into force or the continuance in force of any provision of the Agreement which is expressly or by implication intended to come into force or continue in force on or after such termination.

23. GENERAL

- 23.1. Nothing in the Agreement shall render the client a partner or agent of the Linden Staub or the Model nor the Model or Linden Staub a partner or agent of the Client. Except as expressly permitted by the Agreement, nothing shall allow a party to purport to undertake any obligation on behalf of the other nor expose the other party to any liability nor pledge or purport to pledge the other's credit.
- 23.2. No failure to exercise and no delay in exercising on the part by the Model or Linden Staub of any right, power or privileged under the Agreement shall operate as a waiver of it nor shall any single or partial exercise of any right, power or privilege preclude the enforcement of any other right, power or privilege and nor shall the waiver of any breach of a provision be taken or held to be a waiver of the provision itself.
- 23.3. Except as and to the extent expressly otherwise specified in the Agreement, the rights and remedies contained in this Agreement are cumulative and are not exclusive of any rights or remedies provided by law or elsewhere in the Agreement.
- 23.4. The parties agree to keep, and to instruct its agents, employees, advisers and sub-contractors with knowledge hereof to keep the Agreement strictly private and confidential and not to disclose any details relating to the same, subject to disclosure in the following circumstances;
- (a) to enable enforcement of the party's rights under the Agreement;
 - (b) with the prior written consent of the other party; and
 - (c) as required by any applicable law.
- 23.5. Except where the Agreement expressly provides otherwise, a person who is not a party to the Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement but this does not affect any right or remedy of a third party which exists or is available apart from under that Act. Notwithstanding the foregoing, the rights of the parties to terminate, rescind or agree any variation, waiver or settlement under the Agreement are not subject to the consent of any other person.
- 23.6. The Client acknowledges, accepts and agrees that Linden Staub has entered into the Agreement for the benefit of itself and as agent for the Model and accordingly the Model shall be entitled to enforce the terms of the Agreement.
- 23.7. The parties agree that the Agreement and its provisions will be governed by and construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English Courts.
- 23.8. Notwithstanding clause 23.7, the parties to the Agreement agree that Linden Staub and the Model may enforce their rights under the Agreement in any other court of competent jurisdiction.