



Terms and Conditions for booking models

Issued by **Linden Staub Ltd** registration number **15720497** whose registered address is at 3rd Floor, 29 Charlotte Road, London, EC2A 3PF (the “Agency”)

1. Agreement

- 1.1 These terms are to be read with the Booking Confirmation, containing the specific details of the booking. The “**Booking Confirmation**” includes any written form (signed or otherwise accepted by the parties), email or instant messaging communications.
- 1.2 The Booking Confirmation, together with these terms and conditions, shall form the entire agreement between the client named on the Booking Confirmation (the “**Client**”) and the Agency relating to each booking (together, the “**Agreement**”). No terms set out in or referred to in any purchase order, confirmation or other document sent by the Client will apply to this agreement unless such terms are expressly accepted in writing by the Agency.
- 1.3 Proceeding with the booking set out in the Booking Confirmation will be deemed to be an acceptance by the Client of the terms of the Agreement which shall apply to, bind the parties and govern the booking between the Agency and the Client.
- 1.4 Any amendment and/or variations made to the Booking Confirmation by the Client shall not be valid and binding unless the Agency has expressly agreed in writing to such amendment and/or variation in advance.
- 1.5 In the event of any inconsistency or contradiction between these terms and conditions and the Booking Confirmation, these terms and conditions shall prevail and bind the parties.

2. Collection and use of images

2.1 Client’s right to collect images

- 2.1.1 The booking permits the Client to capture two-dimensional images of the individual model identified in the Booking Confirmation (the “**Talent**”) during the period set out in the Booking Confirmation, to retain the images as set out in these terms and to use images within the confines of the Permitted Use set out in section 2.3.
- 2.1.2 Unless set out in the Booking Confirmation, the Client’s right is to collect two dimensional (2D) still images only, and the Client is not authorised to collect three dimensional (3D) images or moving images of any part of the Talent. If 3D or moving images are permitted in the Booking Confirmation, then these terms will apply to such images.

2.2 Fee payment

Any permission or consent which is given under the terms of the Agreement to the use of any image is conditional on payment in full of all fees owed to the Agency under the Booking Confirmation on or before the due date for payment. If payment is not made by the due date, the Agency may, in its discretion (and without prejudice to its other rights and remedies), withdraw any such permission or consent, and the Client must ensure no further use of the image(s) are made until the Agency confirms its consent following full payment.

2.3 Permitted use

Subject to section 2.2, the Client may use the images in the medium set out in the Booking Confirmation from the date of the booking, within the territory set out in the Booking Confirmation, and for the duration and purposes specified in the Booking Confirmation. Unless expressly set out in the Booking Confirmation, the Client does not have right to:



- 2.3.1 materially change the image in any way (including, for example, changing the clothing and / or superimposing outfits onto the Talent's image);
- 2.3.2 make any changes to the image other than minor retouching and minor editing;
- 2.3.3 use the image for any campaigns not set out in the Booking Confirmation;
- 2.3.4 use the image on product packaging, point of sale or posters;
- 2.3.5 use or edit the image in a way that would otherwise require a reshoot or new campaign shoot (including, digitally generating images based on the original image) and / or manipulating the image to modify it beyond the scope of what is acceptable to the Agency);
- 2.3.6 use the image in a way that is, or likely to be, directly or indirectly defamatory, discriminatory, scandalous, pornographic, derogatory, or a cause of ridicule or embarrassment to the Talent;
- 2.3.7 use a drawing or facsimile of the image;
- 2.3.8 use the image (or any part of it) in order to program or teach a software tool to generate a new image; and/or
- 2.3.9 create or use an avatar (being a computer or artificially generated image) of the Talent;

(Use permitted under this section 2.3 being referred to as "**Permitted Use**")

2.4 Permitted Third Party Use

Subject to section 2.2, the Client may permit a third party to use an image ("**Permitted Third Party Use**") only where the following conditions are satisfied:

- 2.4.1 the third party remains subject to the control and direction of the Client in the manner in which the image is used;
- 2.4.2 the use of the image is within the confines of the Client's Permitted Use; and
- 2.4.3 the Client remains responsible and liable for all use of the image by the third party which is outside the scope of the Permitted Use and/or which does not comply with these terms.

Except as set out in section 2.4, the Client must not license or transfer the image to a third party for use or allow a third party to use the image in any way;

2.5 Agency consent

If the Client wishes to amend the scope of its use of image(s) beyond that set out in the Booking Confirmation, or to use an image beyond the scope of the Permitted Use or Permitted Third Party Use, it will not do so without the prior written consent of the Agent, which may (in the Agent's discretion) be subject to such additional terms and conditions as the Agency may impose (including the payment of additional fees for the same).

2.6 Breach of this section

If the Client breaches or permits the breach of the scope of the Permitted Use or Permitted Third Party Use in any way, then (without prejudice to any other rights or remedies of the Agent or the Talent) it shall indemnify the Agency in full against all costs, expenses, damages and losses suffered or incurred by the Agency and/or the Talent (including but not limited to all legal costs and expenses on a full indemnity basis) arising out of or in connection with any breach by the Client of this section 2 and any damage suffered by the Agency and/or any claim brought by the Talent against the Agency for any damage suffered by the Talent as a result of such circumstances. This includes, but is not limited to,



indemnifying the Agency for the fees which would have been payable by the Client for a new booking which covers the new scope of the required permitted use.

2.7 Limitation of scope

Please note the permissions granted in this section are those controlled by the Agency and/or Talent only, and rights granted to the Client are subject to any copyright or other rights that may be owned by the photographer.

3. Fees – general provisions

3.1 Working hours and Overtime

Fees are charged by the day or by the hour. A 'day' is an 8-hour period (including one hour for lunch) between 9am and 6pm (e.g. 9am-5pm or 10am-6pm). An extra hour between 9am and 6pm is charged at the normal rate. The appropriate overtime rate is charged before 9am and after 6pm. Overtime is charged at one-and-a half times the hourly rate. Saturdays are charged at one-and-a half times the hourly rate and Sundays or Bank Holidays are charged at double the hourly rate. Any booking which is over 5 hours will be charged at the day rate as set out in the Booking Confirmation.

3.2 Travel

Any time spent by the Talent travelling to or from a Client's venue will be charged at half the hourly rate. This applies to any travel outside of a five 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).

3.3 Fitting fees

Any time spent by the Talent for fittings is charged at half the applicable Talent's hourly rate.

3.4 Additional expenses

All expenses incurred by the Agency on the Clients' behalf will be charged to the Client and will include an uplift of 12.5% of the total amount of the expenses.

3.5 Location bookings

3.5.1 When a location booking is made, a Client must provide safe and appropriate transport for the Talent both to the booking location and back again unless agreed otherwise. If the Client fails to provide such transport then the Agency shall be entitled to re-charge the cost of the transport procured for the Talent in accordance with this section 3.5. If the Talent on location is prevented from returning to London to work, half the daily fee will be charged to and payable by the Client for each day that the Talent is unable to return to London to work.

3.5.2 When a location booking is made, the Client will undertake an appropriate and prudent health and safety assessment of the location and shall notify the Agency of any potential risks and how these have been mitigated in accordance with good industry practice and applicable law. The Client acknowledges and agrees that at all times the Talent's health and safety is of paramount importance and shall ensure that the highest standards of health and safety are complied with whilst on any location bookings.

4. Additional fees

All additional fees are to be agreed at the time of the booking or before any additional usage in accordance with section 4.1.



4.1 Additional usage

If consent is granted under section 2.5, the Agency may make such consent conditional upon payment of additional fees

Unless otherwise agreed and set out in the Booking Confirmation, the additional fees cover the right to use one image by the Client for the Permitted Use. Under no circumstances will each additional usage fee be less than the Talent's advertised day rate as determined by the Agency unless determined otherwise by the Agency in its absolute discretion.

4.2 Other services

Additional fees are also payable for other services to be supplied by the Talent, either as part of a booking or as requested by a Client on a shoot, for example, personal appearances for PR purposes and posting images on the Talent's own social accounts and media feeds. Fees for such services will be negotiated on a case by case basis between the Client and the Agency. The Client shall only be permitted to shoot behind the scenes footage on the basis of an agreement in writing in advance and a payment of an additional fee agreed pursuant to this section 4.2 and subject to compliance with section 13.1.

4.3 All modifications, extensions and renewal of bookings shall be at the sole discretion of the Agency.

5. Agency fees

5.1 All bookings

Both the Agency fees and Talent disbursement will be invoiced by the Agency. Unless otherwise agreed at the time of booking the Talent disbursement is 62.5% and the Agency fee is 37.5% of the invoice total.

5.2 Value added tax (VAT)

All sums payable under the Agreement are exclusive of VAT and any other similar or equivalent taxes or duties which shall be payable in full without set off by the Client.

6. Invoicing

6.1 On all invoices payment is required to be made by the Client within 30 days of the date of the invoice. In all cases, the person booking the Talent is the Client, who will be invoiced and solely responsible for payment, unless otherwise agreed in writing at the time of booking. The Agency reserves the right in its discretion to invoice the 'ultimate client', (e.g. designer/ manufacturer/owner of the product in question). For example, this may be done if the Client is booking on behalf of the ultimate client, in which case the Client and the ultimate client are jointly and severally liable to pay all of the fees and settle the invoice accordingly. All fees for usage are for the right to use the Talent's image and, once agreed, are payable whether or not the right is exercised. Unless the Agency specifically agrees otherwise, in writing, no usage for the Talent's image is permitted until the Agency has received payment in full. The Agency reserves the right to alter payment terms if it deems appropriate, prior to booking.

6.2 If the Client fails to pay in full on the due date any amount which is payable to the Agency, without prejudice to any other right or remedy of the Agency, the amount outstanding shall bear interest both before and after any judgment at five per cent per annum over Barclays Bank plc base rate from time to time from the due date until up to and including the date that payment is made in full and such interest shall be compounded and accrued on a daily basis.



7. Client acting as service provider

7.1 In the event the Client is providing services on behalf of or to a third party end user, in entering into the Agreement the Client is acting in its capacity as the agent of the third party end user and the Client shall

7.1.1 identify the third party end user to the Agent; and

7.1.2 ensure that the third party end user:

- (a) enters into an agreement with the Client on the same terms as the Agreement;
- (b) acknowledges its obligations to the Agency including but not limited to the obligation to pay the Agency within 30 days of the date of any invoice received from the Agency;
- (c) acknowledges that the third party end user may not use the images until payment is received by the Agency; and
- (d) acknowledges that at all times the third party end user is subject to the restrictions set out in the Booking Confirmation and this agreement regarding the scope of use of image(s) permitted.

7.2 Any fees received by the Client from the third party end user relating to any of the rights or benefits conferred on the Client by the Agreement shall be deposited in a designated Agency account by the Client (the Third Party End User Fees). The Third Party End User Fees shall be held on trust for the Agency as beneficiary until such time as all outstanding fees owed by the Client are paid in accordance with the terms of the Agreement.

8. Exclusivity fees

Unless otherwise agreed in the Booking Confirmation the Talent is supplied to the Client by the Agency on a non-exclusive basis and the Talent shall be free to provide similar and/or competing services to any third party and/or competing product or brand of the Client. An additional fee will need to be agreed when the use of the Talent's image or the service to be supplied by the Talent in relation to a product is required on an exclusive or semi-exclusive (for example sector specific or territorial exclusivity) basis which precludes supplying services or allowing the use of the Talent's image for competing and/or particular sector of products or within a particular territory. The Talent can supply services to and allow use of the Talent's image by any competitor unless such an exclusivity fee is negotiated and paid by the Client. It is the Client's responsibility to carry out any research, check and determine for itself whether the Talent supplied has undertaken or is booked to undertake any conflicting work.

9. Provisional bookings

Provisional bookings will be automatically cancelled if they are not confirmed by the Client within 24 hours of the proposed booking.

10. Cancellations and termination

10.1 Cancellation of booking by the Client

10.1.1 Within 24 hours of the booking call time the full booking fee will be charged and payable by the Client unless the same Talent is booked within 24 hours of the cancellation in which case half the booking fee will be charged and payable by the Client.

10.1.2 Outside 24 hours of the booking call time but within 48 hours of the booking call time of the booking date then half the booking fee will be charged and payable by the Client.

10.1.3 The full booking fee will be charged and payable by the Client for bookings of more than three days duration: within a period equal to or less than the length of the booking, then Saturdays, Sundays and bank and public holidays are excluded for the purpose of determining the cancellation notice period.



- 10.2 Cancellation of booking by the Agency
- 10.2.1 Should the Agency want to cancel a booking then it shall use reasonable endeavours to provide the Client with reasonable notice, take steps to offer to the Client a suitable replacement and/or substitute and take such other reasonable steps as are reasonably practicable to mitigate against such cancellation.
- 10.2.2 In any event the Agency 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 the Agency shall not be liable to the Client for any costs incurred as a result of such cancellation.
- 10.3 The Client acknowledges, accepts and agrees the Talent is independent and self-employed and is not a worker. The Talent has a right to control entirely the manner in which they perform each booking which may involve the Talent requiring a substitute who attends and/or performs the booking. The Client acknowledges the need to procure appropriate insurance, including as set out at section 21, in this regard.
- 10.4 This Agreement shall immediately and automatically terminate on completion by the Talent of the services specified in the Booking Confirmation and the use of any ongoing rights (if any) granted strictly in accordance with the Agreement terms, unless terminated earlier by the Agency in accordance with section 10.5 below.
- 10.5 The Agency may terminate this Agreement immediately on written notice to the Client without liability to the Agency, and the Client will procure the necessary insurance cover with a reputable insurance provider to protect against such termination and any associated liability and the Agency shall not be liable to the Client for any costs incurred as a result of such termination, in the following circumstances:
- 10.5.1 there are sums owing to the Agency by the Client under this Agreement and such sums are not paid by the Client within 14 days of the due date for payment;
- 10.5.2 the Client commits any other material breach of any of its obligations under this Agreement;
- 10.5.3 any meeting of creditors of the Client is held or any arrangement or composition with or for the benefit of its creditors (including any voluntary arrangement as defined in the Insolvency Act 1986) is proposed or entered into by or in relation to the Client (other than for the purpose of a bona fide reconstruction or amalgamation);
- 10.5.4 a supervisor, receiver, administrator, administrative receiver or other encumbrancer takes possession of or is appointed over or any distress, execution or other process is levied or enforced (and is not discharged within seven days) upon the whole or any substantial part of the assets of the Client;
- 10.5.5 the Client ceases or threatens to cease to carry on business or is or becomes unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986;
- 10.5.6 a petition is presented, or a meeting is convened for the purpose of considering a resolution, for the making of an administrative order, the winding-up, bankruptcy or dissolution of the Client; and/or
- 10.5.7 any event analogous to any of the foregoing occurs in any jurisdiction.

11. Weather related cancellations

On the first occasion of cancellation due to weather related conditions half the booking fee is charged and payable by the Client unless the Client fails to cancel in time to prevent the Talent's attendance in which case the full booking fee is charged and payable by the Client. On the occasion of the second cancellation due to weather conditions and any subsequent cancellations the full booking fee is charged and payable by the Client.



12. Meals

Clients are responsible for the provision of all nutritious meals and beverage requirements of all Talent (taking into account dietary requirements) whilst the Talent is providing services to the Client on all bookings.

13. Talent care and safety

- 13.1 Nude, semi-nude, see-through, bathing suit or lingerie photography require the express prior written approval of the Agency.
- 13.2 Subject to the restrictions in sections 4.2 and 13.1, behind-the-scenes filming is permitted on condition that the Talent is hair-and-make-up ready.
- 13.3 The Client shall be solely responsible for ensuring the Talent is treated with respect and professionalism, and that all necessary steps are taken to ensure the safety, health and wellbeing of the Talent is protected, at all times by the Client and/or any third parties engaged by the Client in relation to the delivery of the services. Such steps shall include without limitation:
 - 13.3.1 ensuring that the venue for the provision of the services and the working conditions are entirely safe and secure and maintained at a suitable temperature and allow the Talent to provide the services in compliance with all health and safety best practice, standards, regulations, codes and laws;
 - 13.3.2 allowing the Talent to take suitable and regular rest periods, to ensure the Talent is able to maintain suitable amounts of rest and refreshment whilst delivering the services;
 - 13.3.3 ensuring that all of the third parties engaged by the Client in relation to the delivery of the services are suitably qualified, experienced and professional and treat the Talent in a professional and respectful manner;
 - 13.3.4 ensuring that no one imposes upon the Talent any action, activity or environment which is either dangerous, degrading, unprofessional, unsafe and/or demeaning to the Talent;
 - 13.3.5 ensuring that the services are delivered and the Talent is treated in accordance with The British Fashion Model Agents Association Code of Conduct and/or any other codes of practice or guidance issued by the Agency and/or the British Fashion Council from time to time;
 - 13.3.6 providing the Talent with an appropriate changing and dressing area to ensure that the Talent can prepare for the provision of the services and also maintains his/her/their privacy; and
 - 13.3.7 always include a credit in the form of "Talent's name" @ "the Agency", wherever a credit is applied.
- 13.4 The provisions of this section 13 shall, as applicable, survive expiry or termination of this Agreement.

14. Morality and non degradation

- 14.1 The Client shall ensure any brand(s) for which it requires the Talent to perform any services shall not create any association nor undertake any action which does or which has the potential to bring the Agency and/or the Talent into disrepute, nor cause any damage to and/or degrade the reputation and/or goodwill associated with the Agency and/or the Talent, by reason of that brand or activities associated with the brand prior to or during the term of this Agreement:
 - 14.1.1 engaging in or being associated with any immoral, illegal, inappropriate, demeaning, discriminatory or degrading behavior; and/or
 - 14.1.2 being brought into disrepute for any reason whatsoever; and/or
 - 14.1.3 receiving negative coverage in the press, on social media or any other media for whatever reason.



14.2 If the Agency and/or Talent consider the Client's behavior breaches the provisions of section 14.1, the Agency shall have the right to terminate this Agreement in accordance with section 10.5.2.

15. Warranties

15.1 The Client warrants and represents to the Agency that:

- 15.1.1 it has full capacity to enter into the Agreement and perform its obligations under the Agreement;
- 15.1.2 the Booking Confirmation is signed or otherwise accepted by a duly authorised representative of the Client;
- 15.1.3 it will take all steps necessary to ensure that the Talent is protected and treated in accordance with all applicable laws, good industry practice and section 13 above;
- 15.1.4 it has all necessary permits, licences and consents to enter into and to perform its obligations under the Agreement and such obligations shall be performed in compliance with all applicable laws, enactments, orders, regulations, and other similar instruments (including but not limited to any employment law or health and safety requirements in effect from time to time); and
- 15.1.5 it will promptly disclose to the Agency in writing all necessary information (including without limitation the location and length of the shoot and requirements for any foreign travel) and details relating to the provision of the services to enable the Agency to ensure that the Talent is suitably prepared and able to perform the services.

16. Indemnity

- 16.1 The Client shall indemnify the Agency and keep the Agency indemnified against all costs, expenses, damages and losses suffered or incurred by the Agency and/or the Talent (including but not limited to all legal costs and expenses on a full indemnity basis) arising out of or in connection with:
- 16.1.1 any breach by the Client of the Agreement, including but not limited to, any breach by the Client of section 8, 10, 13 and 14 of these terms and conditions;
 - 16.1.2 any breaches of section 13.3 by any third parties engaged by the Client;
 - 16.1.3 any damage suffered by the Agency and/or any claim brought by the Talent against the Agency for any damage suffered by the Talent as a result of the circumstances specified in section 14.1;
 - 16.1.4 any claim brought by a third party against the Agency in circumstances where, as a result of the Client's acts or omissions, the distribution of images, in whatever form, outside of the agreed territory and in breach of the Agreement has caused the Agency to be in breach of the terms of an exclusive agreement with such third party; and
 - 16.1.5 any breach by the Client of any applicable laws and regulations including but not limited to any breach of applicable health and safety or employment laws and regulations as amended from time to time.

17. Fashion shows

Catwalk bookings provide the Client with the right to make use of the Talent's services on the catwalk for the specified show in accordance the Agreement, and the right to allow photographers to be present to take photographs and videos of the show on the basis that all such material (or reproductions etc. as set out in section 4.1) is exploited for reporting purposes only. The Client is responsible for ensuring that all photographers present are aware of and comply with this condition and the Client will procure that they abide by these conditions. If any other usage is required (included, but not limited to, look books, e-commerce and broadcasting and/or live streaming of the specified show) it must be negotiated and agreed with the Agency at the time of the booking.



18. Music videos, promotional films

All fees will be negotiated, structured and paid by the Client on a case by case basis. In normal circumstances there will be a fee for the shoot plus an additional buyout fee payable by the Client. If not booking direct, the Client (usually the music company) will be invoiced by the Agency as the ultimate client (see section 6).

19. Test and experimental photography

When the Agency agrees to allow a photographer to take test or experimental photography the photographer is not entitled to use, or allow others to use, test and/or experimental photographs or test commercials for commercial purposes unless specific arrangements have been made and agreed in writing before the photographic session.

20. Intellectual property rights

20.1 The photographer and/or the Client and anyone obtaining rights from or through the photographer/Client is not entitled to use any images for any usage beyond the Permitted Use, or any another usage agreed or permitted in accordance with under sections 2, 4, 17, 18 and 19. The Client will procure that the photographer/Client agrees to restrict the use and exploitation of the copyright content of the photograph or any other intellectual property rights. If the Client is not the photographer, the Client shall draw the terms of the Agreement to the attention of the photographer and procure his agreement to such terms before the shoot commences.

20.2 All rights not expressly granted to the Client under the Agreement are hereby fully reserved to the Agency and/or the Talent as appropriate, including (without limitation) any rights of personality of the Talent or image rights exercisable by the Talent. In particular, the Client acknowledges and agrees that no right or licence is given or transferred in any commercial rights or intellectual property rights relating to the Talent. The Client shall not be entitled to exploit or enter into any commercial or other agreement to exploit any rights relating to the Talent or the Agency other than the rights specifically granted to the Client under the Agreement.

20.3 For the avoidance of doubt, notwithstanding anything in the Agreement, including but not limited to any grant of exclusivity over the use of the images, the Client acknowledges and agrees that the Agency and the Talent may use the images (or reproductions etc. as set out in section 4.1) resulting from any booking in any form whatsoever for the following purposes:

20.3.1 in order for the Talent and the Agency to promote the Talent and in the search of future booking opportunities for the Talent; and

20.3.2 for internal and promotional purposes.

20.4 Subject to the remainder of section 20, the Talent and the Agency acknowledge and agree not to exploit the images for commercial purposes, other than as set out in the Agreement.

21. Liability and insurance

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

21.1.1 death or personal injury caused by its negligence;

21.1.2 fraudulent misrepresentation; or

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

21.2 Subject to section 21.1, the Agency 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 the Agency 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 the Agency;



21.2.1 the Agency shall not be liable for:

- (a) loss of business, use, profit, anticipated profit, contracts, revenues, goodwill or anticipated savings;
- (b) product recall costs;
- (c) failure by the Talent to attend a booking for whatever reason;
- (d) a decision by the Talent to require a substitute who attends and/or performs the booking;
- (e) damage to the Client's reputation; or
- (f) consequential, special or indirect loss or damage;
- (g) even if the Agency has been advised of the possibility of such loss or damage

21.3 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 and any insurance cover it is required to place in accordance with applicable law. Such insurance policies shall include without limitation:

21.3.1 cancellation insurance to protect against the potential liabilities which the Agency and the Client may incur as a consequence of the provisions of sections 10 and 11;

21.3.2 employee liability insurance, as required by the Employer's Liability (Compensation Insurance) Act 1969 and otherwise, which covers all Talent delivering the services to the Client under the Client's direction and control as if the Talent was an employee of the Client, in an amount sufficient to cover the health and safety and future earnings of such Talent;

21.3.3 public liability insurance to a level of not less than £10 million and

21.3.4 travel insurance to cover the activities of the Talent whilst travelling to and from the location of the services.

22. Contract and authority

All matters relating to the use of the Talent's image and commercial modelling rights, any other services supplied by the Talent and all fees must be negotiated and agreed only with the Agency. The Client shall not attempt to negotiate, nor allow others to negotiate, with the Talent directly. If the Client or the photographer or any other person on their behalf or connected with them obtains the Talent's signature on any document or the Talent's purported verbal agreement to anything outside of the scope of the Agreement, such signature or verbal agreement shall not constitute a variation of the Agreement and is not binding on the Talent or the Agency unless and until it is agreed in writing by the Agency (such agreement to be determined in the Agency's absolute discretion).

23. Complaints and disclaimer

Any cause for complaint must be reported to the Agency by the Client as soon as it arises. Complaints cannot be considered and/or dealt with effectively after the services have been delivered. Whilst the Agency will use reasonable endeavours to ensure that the Talent provides a satisfactory and efficient services to clients, as the agent, the Talent is self-employed and the Agency cannot be held responsible for a Talent's conduct or behavior whilst delivering the services and in this regard the Agency shall not be held liable for any costs, expenses or losses suffered as a consequence of the behavior or conduct of the Talent.

24. Force majeure

The Agency shall not be liable to the Client for any delay in performing or failure to perform any of its obligations under the Agreement which is due to any cause beyond its control and which is unknown to, and cannot reasonably be anticipated by the Agency including without limitation fire, flood or catastrophe, acts of God, insurrection, workforce action, war or riots, (an "event



of force majeure”) and the Agency’s obligations under the Agreement shall be suspended for so long as the Event of Force Majeure continues and to the extent that it is so delayed.

25. Data protection

The terms of the Agency’s privacy policy or processing notice (as applicable) will apply in relation to personal data processed by the Agent, and nothing in this agreement will be affected by such policy or notice.

25.1 In this section the following definitions apply:

- (a) the terms "**data controller**", "**data processor**", "**data subject**", "**processing**" "**personal data**" and "**special category data**" bear the respective meanings given to them in the Data Protection Act 2018 (the "**Act**") and the UK General Data Protection Regulation (as defined in the Data Protection, Privacy and Electronic Communications Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations SI 2019/419) (the "**GDPR**") (the Act and GDPR being together referred to as the "**Data Protection Legislation**"),
- (b) "**Talent Personal Data**" means any personal data (including special category data) relating to the Talent.
- (c) "**Talent Image Data**" means Talent Personal Data in the form of images of the Talent or any part of the Talent which is collected by the Client in the course of the booking as a result of this Agreement.

25.2 Each party shall comply with all applicable data protection and privacy laws and regulations, including, without limitation, the provisions of the applicable Data Protection Legislation and not by any act or omission put the other party in breach of them in connection with the Agreement.

25.3 The Client:

- (a) acknowledges that its activities under this agreement will result in it processing personal data (and potentially special category data) relating to the Talent, including images of the Talent; and
- (b) confirms that it will be the data controller of the Talent Personal Data which it processes in the course of the performance of this agreement.

25.4 The Agency confirms, on behalf of the Talent, that the Talent consents to the following processing by the Client (or a third party permitted in accordance with section 2.4):

- (a) the crediting of the Talent in accordance with section 13.3.7;
- (b) the collection of Talent Image Data in accordance with section 2.1.
- (c) the processing of Talent Image Data in accordance with section 2.3
- (d) the other processing of Talent Personal Data excluding Talent Image Data, to the extent necessary for the performance of this agreement, including the arrangement of any appointments for image capture of the kind permitted in the Booking Confirmation.

25.5 Other than as set out in section 25.4, the Talent expressly withholds their consent to:

- (a) any other processing of Talent Personal Data by or on behalf of the Client or any person acting under its consent or licence; and
- (b) any processing of Talent Personal Data by any other person.

25.6 The Client acknowledges that the Talent has significant personal interest in controlling the use, manipulation and dissemination of Talent Image Data outside the Permitted Purpose, and also acknowledges and represents to the Talent that it has and will have no legitimate interest which would outweigh those interests of the Talent in order to permit such use.



25.7 The Client will ensure it has implemented appropriate and effective technical and organisational measures to protect all Talent Personal Data against unauthorised or unlawful processing and accidental loss or damage, and that any third party to whom it supplies Talent Personal Data, or which is authorised to process Talent Personal Data, has also implemented such measures;

25.8 The Client shall indemnify the Agency against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Agency arising out of or in connection with any breach by the Client of any of its obligations under this section 25.

26. Interpretation of agreement

26.1 For the purpose of the relationship between the Client and the Agency the Client acknowledges, accepts and agrees that the Agency is the supplier of services which shall be strictly and exclusively governed by the Agreement. The terms of the Agreement apply to every offer, quotation, acceptance, purchase order, confirmation order, specification and/or contract for the sale and supply of services or goods (including services ancillary thereto) by the Agency 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 Booking Confirmation or in any negotiations and any course of dealing established between the Agency and the Client. The Client acknowledges that there are no representations, statements or promises made or given by or on behalf of the Agency outside the Agreement which have induced the Client to enter into these terms and conditions (which expression shall include any contract of which the Agreement forms part).

26.2 For the purpose of the Agreement the words “agreed”, subject to section 1, means agreed in writing in the Booking Confirmation.

27. General

27.1 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.

27.2 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.

27.3 Except as otherwise expressly provided in the Agreement, all representations, warranties, undertakings, agreements, covenants, indemnities and obligations made or given or entered into by the Client and the ultimate client under the Agreement are assumed by them jointly and severally.

27.4 Nothing in the Agreement shall render any party a partner or agent of the other. 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.

27.5 No failure to exercise and no delay in exercising on the part of either party 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. Nor shall the waiver of any breach of a provision be taken or held to be a waiver of the provision itself. For a waiver to be effective it must be made in writing.

27.6 Except as and to the extent expressly otherwise specified in the Agreement, the rights and remedies contained in the Agreement are cumulative and are not exclusive of any rights or remedies provided by law or elsewhere in the Agreement.



- 27.7 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.
- 27.8 The terms of 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.
- 27.9 No variation or amendment to the terms of the Agreement shall be valid and binding unless in writing expressly agreed by an authorised representative of each party.
- 27.10 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. The Client acknowledges, accepts and agrees that the Agency has entered into the Agreement for the benefit of itself and the Talent and accordingly the Talent shall be entitled to enforce the Agreement conditions as if he/she/they were a party to the Agreement.
- 27.11 The provisions of this Agreement which are expressly or impliedly intended to survive the termination or expiry of this Agreement shall survive such termination or expiry including but not limited to sections 2.6, 6, 14, 16, 20, 21, 22 23, 25, 26 and 27.
- 27.12 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, provided that the Agency or Talent may enforce its rights under the Agreement in any other court of competent jurisdiction outside of the courts of England and Wales.

June 2023