



Linden Staub Terms of Business for Booking Talents – revised October 2024

1. THESE TERMS OF BUSINESS

- 1.1 Please read these Terms of Business together with the booking confirmation (**Booking Confirmation**) which contains the specific details of the booking and the terms on which we and/or the Talent shall provide the applicable services. These Terms of Business and the Booking Confirmation are together referred to as the **agreement** and form the agreed terms between us relating to the provision of the services detailed in the Booking Confirmation (**Services**).
- 1.2 WE DRAW YOUR ATTENTION, IN PARTICULAR, TO OUR RESPECTIVE RIGHTS TO CANCEL SET OUT IN CLAUSE 11 AND THE LIMITATIONS OF LIABILITY IN CLAUSE 15.
- 1.3 Please sign and return the Booking Confirmation to us. If you don't sign the Booking Confirmation but you accept it in writing (for example, by email or Whatsapp) or you act in a way that indicates that you intend to proceed with the agreement (like letting us provide any services or the Talent starting work) then you are considered to have accepted the agreement.
- 1.4 If there are any inconsistencies between these Terms of Business and the Booking Confirmation then the Booking Confirmation takes precedence.

2. COLLECTION AND USE OF IMAGES

- 2.1 **Capture of Images.** Subject to clause 2.3, you are allowed to capture two dimensional (2D) still images (only) of the individual model identified in the Booking Confirmation (**Talent**) during the period set out in the Booking Confirmation (**Session**). These 2D images are referred to as **Images**. You may retain the Images only as expressly set out in these Terms of Business and you must use them within the confines of the Permitted Use set out in clause 2.4.
- 2.2 For clarity, you are not authorised to collect three dimensional (3D) images or moving images of any part of the Talent unless this is expressly permitted in the Booking Confirmation, in which case the agreement will also apply to those 3D or moving images.
- 2.3 Use of any Image pursuant to any permission or consent is given under the terms of the agreement is conditional on payment in full of all fees owed to us under the Booking Confirmation on or before the due date for payment. If payment is not made by the due date we may, in our discretion (and without affecting our other rights and remedies), withdraw any such permission or consent. In this case you must ensure no further use of the Image(s) is made until we confirm our consent following full payment.
- 2.4 **Permitted Use.** You agree that you can only use the Images in the medium, in the territory, for the duration, purposes and/or in ways that are expressly set out in the Booking Confirmation (**Permitted Use**).
- 2.5 Unless expressly set out in the Booking Confirmation, you do not have right to:
 - (a) materially change the image in any way (including, for example, changing the clothing and / or superimposing outfits onto any Image);
 - (b) make any changes to the Image other than minor retouching and minor editing;
 - (c) use any Image for any campaigns not set out in the Booking Confirmation;



- (d) use any Image on product packaging, point of sale or posters;
- (e) use or edit any 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 us);
- (f) 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;
- (g) use a drawing or facsimile of the Image;
- (h) use the Image (or any part of it) in order to program or teach a software tool to generate a new Image; and/or
- (i) create or use an avatar (being a computer or artificially generated image) of the Talent.

2.6 If you wish to change the Permitted Use beyond the scope of the Booking Confirmation, or use an Image beyond the scope of the Permitted Third Party Use (as detailed in clause 2.7), you must first get our written consent. Our consent may be subject to additional terms, including payment of additional fees, which we may decide in our sole discretion.

2.7 **Permitted Third Party Use.** You may permit a third party to use an Image but only if the following conditions are satisfied:

- (a) you provide us in advance with a written list of the third parties that you intend to permit usage of an Image; and
- (b) the third party remains subject to your control and direction in the manner in which the Image is used; and
- (c) the use of the Image is within the confines of the your Permitted Use; and
- (d) you remain responsible and liable for any and all use of the Image by the third party, including use which is outside the scope of the Permitted Use and/or which does not comply with these Terms of Business,

and you must not, and now undertake not to, license or transfer any Image to a third party for use or allow a third party to use any Image in any way except where the conditions in this clause are satisfied (**Permitted Third Party Use**).

2.8 **Breaches.** If you breach or allow the breach of the scope of the Permitted Use or Permitted Third Party Use in any way, then (without affecting any of our or the Talent's other rights or remedies) you shall indemnify us in full against all costs, expenses, damages and losses (whether direct or indirect losses) that we and/or the Talent suffer or incur (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 you of this clause 2 and any damage suffered by us and/or any claim brought by the Talent against us for any damage suffered by the Talent as a result of such circumstances. This includes, but is not limited to, indemnifying us for the fees which would have been payable by you for a new booking which covers the new scope of the required permitted use.

2.9 **Limitation of Scope.** The permissions granted in this clause 2 are those controlled by us and/or Talent only, and the rights granted to you are subject to any copyright or other rights that may be owned by the photographer.



3. ADDITIONAL SERVICES

- 3.1 Where expressly agreed in the applicable Booking Confirmation, we may agree that the Talent shall provide certain other Services in addition to or in place of Services relating to Images. These may include the services set out in the remaining provisions of this clause 3. Any specific terms relating to the provision of such additional Services shall be set out in the Booking Confirmation (and to the extent that no specific terms are set out, the provisions of these Terms of Business shall apply).
- 3.2 **Fashion Shows.** Catwalk bookings provide you with the right to make use of, in accordance the agreement, the Talent's Services on the catwalk for the specified show (as set out in the applicable Booking Confirmation), and the right to allow photographers to be present to take photographs and videos of the show on the basis that all such material 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, ecommerce and broadcasting and/or live streaming of the specified show) it must be negotiated and agreed with us at the time of the booking and included in the Booking Confirmation.
- 3.3 **Music Videos and Promotional Films.** Where the Booking Confirmation expressly includes within the Services the participation of the Talent in a music video and/or promotional film, the terms of such participation (including any other restrictions that are additional to this agreement) shall be set out in detail in the Booking Confirmation. All fees for such Services will be negotiated, structured and paid by you on a case by case basis. In normal circumstances there will be a fee for the shoot plus an additional buyout fee payable by you. If not booking direct, we will invoice you (usually the music company) as the ultimate client (see clause 5).
- 3.4 **Test Photography.** If we agree on behalf of the Talent to allow you or your photographer to take test or experimental photographs or commercials, neither you nor the photographer are entitled to use, or allow others to use, any Images produced for any promotional or commercial purpose unless otherwise stated on the Booking Confirmation.

4. CLIENT AS SERVICE PROVIDER

- 4.1 In some circumstances you may be providing services on behalf of or to a third party client, and where that's the case you enter into this agreement in your capacity as agent of the third party client. You agree that you will tell us the identity of the third party client in advance and ensure that the third party client:
- (a) enters into an agreement with you on the same terms as the agreement;
 - (b) acknowledges in writing its obligations to us including but not limited to the obligation to pay us within 30 days of the date of any invoice received from us;
 - (c) acknowledges in writing that the third party client may not use the images until payment is received by us; and
 - (d) acknowledges in writing that at all times the third party client is subject to the restrictions set out in the Booking Confirmation and this agreement regarding the scope of use of image(s) permitted.
- 4.2 Where you receive fees from the third party client relating to any of the rights or benefits conferred on you by the agreement you must put those fees in a designated Linden Staub account held by you, and the fees shall be



held on trust for us as beneficiary until such time as all outstanding fees owed by you are paid in accordance with the terms of the agreement.

5. TALENT CARE AND SAFETY

- 5.1 Nude, semi-nude, see-through, bathing suit or lingerie photography require our express prior written approval.
- 5.2 Subject to the restrictions in clause 5.1 and 7.4, behind-the-scenes filming (both moving image and photography) is permitted on condition that the Talent is hair-and-make-up ready.
- 5.3 You are solely responsible for ensuring the Talent is treated with respect and professionalism, and that you take all necessary steps to ensure the safety, health and wellbeing of the Talent is protected at all times by you and/or any third parties engaged by you in relation to the delivery of the Services. Such steps shall include without limitation:
- (a) 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;
 - (b) 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;
 - (c) ensuring that all of the third parties engaged by you in relation to the delivery of the Services are suitably qualified, experienced and professional and treat the Talent in a professional and respectful manner;
 - (d) 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;
 - (e) 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 us and/or the British Fashion Council from time to time;
 - (f) 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
 - (g) always include a credit in the form of "Talent's name" @ "Linden Staub", wherever a credit is applied.
 - (h) procure and maintain sufficient insurance to cover all and any liabilities that you could incur under this agreement.

6. MORALITY AND NON DEGRADATION

- 6.1 You agree that you will ensure any brand(s) or third party client for whom you require the Talent to perform any Services will not create any association nor undertake any action which does or which has the potential to bring us and/or the Talent into disrepute, nor cause any damage to and/or degrade the reputation and/or goodwill associated with us and/or the Talent, by reason of that brand or activities associated with the brand or third party client prior to or during the term of the agreement:



- (a) engaging in or being associated with any immoral, illegal, inappropriate, demeaning, discriminatory or degrading behavior; and/or
- (b) being brought into disrepute for any reason whatsoever; and/or
- (c) receiving negative coverage in the press, on social media or any other media for whatever reason.

6.2 If we and/or Talent consider your, a brand's or your third party client's behavior breaches the provisions of clause 6.1, we shall have the right to end this agreement in accordance with clause 11.8.

7. FEES

7.1 Unless otherwise specified on the Booking Confirmation, fees are charged at the Talent's standard rates set out in the Booking Confirmation. Fees are charged as follows:

Day / Hours	Talent's Rate
Monday – Friday, between 9am – 6pm	1 x Talent's standard day* rate (if booking is 5 hours or more) or standard hourly rate (if booking is under 5 hours), as set out in the Booking Confirmation.
Monday – Friday, any hours outside 09:00 – 18:00 (must be agreed with us on behalf of the Talent in advance)	1.5 x Talent's standard hourly rate (rounded up to nearest half hour)
Saturdays	1.5 x Talent's standard rate
Sundays, UK Bank Holidays and local national holiday (where Session is outside UK)	2 x Talent's standard rate

* A 'day' is an 8-hour period (including 1 hour for lunch) between 9am and 6pm (e.g. 9am – 5pm, or 10am – 6pm). An extra hour between 9am – 6pm is charged at the normal rate.

7.2 Any time spent by the Talent:

- (a) travelling to or from a Session that is outside central London will be charged at half the hourly rate. For these purposes "outside central London" means outside 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);
- (b) for fittings is charged at half the applicable hourly rate with a minimum charge to you of £60 per hour.

7.3 All expenses incurred by us on your behalf will be charged to you and will be subject to an additional administration charge equivalent to 15% of the total amount of the expenses.



7.4 **Additional Fees.** All additional fees are to be agreed at the time of the booking or before any additional usage in accordance with clause 7.4 (a). In addition:

- (a) **Additional usage.** If consent is granted under clause 2.6, we may make such consent conditional upon payment of additional fees, which we can decide in our absolute discretion (and which will always be at least the Talent's advertised day rate). Unless the Booking Confirmation says otherwise, the additional fees give you the right to use one image for the Permitted Use.
- (b) **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 you during a Session, 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 us and you. You are only 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 clause (b) and subject to compliance with clause 5.
- (c) All modifications, extensions and renewal of bookings shall be at our sole discretion.

7.5 **Tax.** All amounts payable by you 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 Talent or us to you, you shall pay to us as agent for the Talent or to us on our 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.

7.6 **Agency Fees.** All bookings: both our fees and Talent disbursement will be invoiced by us, in the following proportions (unless we agree otherwise in the Booking Confirmation): Talent disbursement is 63.33%; and our fee is 36.67% of the invoice total.

7.7 **Location Bookings.** When the location of a Session is outside central London (as described in clause 7.2(a) above) you must provide and pay for safe and appropriate transport for the Talent from the Talent's residence to the location of the Session and back. If you fail to arrange such transportation we shall be entitled to re-charge the cost of the transport arranged on behalf of the Talent in accordance with clause 7.2(a).

7.8 If the Talent is on location outside central London and as is prevented from returning to London (or other location) to work, you will be charged half the Talent's day rate for each day that the Talent is unable to return to work.

8. INVOICING

8.1 All fees payable by you under this agreement shall be invoiced by and payable to us. We shall hold all sums owed to the Talent as agent for the Talent.

8.2 All invoices must be paid within 30 days of the date of the invoice or such shorter payment terms as are specified in the Booking Confirmation.

8.3 We will invoice you for the fees and you are solely responsible for payment, unless otherwise agreed in writing in the Booking Confirmation. Where there is a third party client, as described in clause 3, we reserve the right in our discretion to invoice the third party client (e.g. designer/ manufacturer/owner of the product in question). In this case you and the third party client are jointly and severally liable to pay all of the fees and settle the invoice(s). 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. You may not use the Talent's Image unless we have received payment in full.

- 8.4 If you fail 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 Talent or us, we shall be entitled to charge interest on the outstanding amount at the rate of 5% (five per cent) per annum above Barclays Bank plc base rate from time to time from the due date for payment until payment is received by us in cleared funds, and such interest shall be compounded and accrued on a daily basis.

9. EXCLUSIVITY

- 9.1 Unless otherwise agreed in the Booking Confirmation the Talent provides the Services on a non-exclusive basis and the Talent 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 you or their ultimate you. It is your responsibility to check whether the Talent has undertaken or is due to undertake any work for, on behalf of, or to be used by, any competitor.

10. PROVISIONAL BOOKINGS

- 10.1 If you do not confirm a provisional booking by signing and returning the Booking Confirmation to us within 24 hours of the provisional booking being made, we are entitled (but not obliged) to treat that provisional booking as cancelled.

11. CANCELLATIONS

Cancellation by you:

- 11.1 Subject to clause 11.3, if you cancel the Session:
- (a) within 24 hours of the start time of the Session, all fees will be charged and payable by you;
 - (b) between 24 and 48 hours of the start time of the Session, then half of all fees will be charged and payable by you.
- 11.2 For bookings of more than three days duration all fees will be charged and payable by you where you cancel 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.
- 11.3 If you cancel a Session that was due to take place outdoors because the weather on the day of the Session is or is due to be unsuitable for your purposes then the first time you cancel due to the weather you must pay 50% of the fees payable in respect of that Session. However, this 50% reduction in the fee payable does not apply if you don't notify us and/or the Talent of the cancellation in time to prevent the Talent's travel and/or attendance at that Session, in which case the full booking fee will be charged and payable by you. Where you cancel a Session under this clause 11.3 for a second or further time all fees payable in respect of that Session shall be charged and payable by you as if the Session had taken place for the scheduled period of that Session.

Cancellation by us:



- 11.4 If we want to cancel a booking then we shall use reasonable endeavours to provide you with reasonable notice, take steps to offer to you a suitable replacement and/or substitute and take such other reasonable steps as are reasonably practicable to mitigate against such cancellation.
- 11.5 In any event we shall be entitled to cancel a booking at any time and for any reason prior to the booking date without liability to you and you will procure the necessary insurance cover with a reputable insurance provider to protect against such cancellation and any associated liability and we shall not be liable to you for any costs incurred as a result of such cancellation.
- 11.6 Subject to clause 19 (Force Majeure), should the Talent need to cancel the Services then they shall use reasonable endeavours to provide you with reasonable notice and in any case shall not give less than 24 hours' notice and take such other reasonable steps as are reasonably practicable to mitigate against such cancellation, and we may offer you a suitable replacement and/or substitute where practicable.
- 11.7 Notwithstanding clause 11.6, the Talent shall be entitled to cancel a booking at any time and for any reason prior to the booking date without liability to you and you will procure the necessary insurance cover with a reputable insurance provider to protect against such cancellation and any associated liability and neither we or the Talent shall have any liability arising as a result of such cancellation.

Ending the agreement

- 11.8 In addition to our right to cancel a booking set out above, we may end the agreement (including any bookings) on notice to you with immediate effect by giving you notice if you:
- (a) commit a material breach of the agreement and (if such breach is remediable) fail to remedy that breach within a period of fourteen (14) days;
 - (b) take or have taken against you any step or action towards entering administration, provisional liquidation or any composition or arrangement with your creditors, apply to court for or obtain a moratorium under Part A1 of the Insolvency Act 1986, are wound up (whether voluntarily or by order of the court), are struck off the register of companies, have a receiver appointed to any of your assets, or you enter a procedure in any jurisdiction with a similar effect to a procedure listed in this sub-clause, or suspend or cease, or threaten to suspend or cease, carrying on business.

12. WARRANTIES

- 12.1 You warrant and represent that:
- (a) you have full capacity and all necessary permits, licences and consents to enter into, exercise your rights and perform your obligations under this agreement;
 - (b) the Booking Confirmation is executed by your duly authorised representative;
 - (c) you will take all steps necessary to ensure that the Talent is protected and treated in accordance with all applicable laws, good industry practice and clause 5 above;
 - (d) you have all necessary permits, licences and consents to enter into and to perform your 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



- (e) you will promptly disclose to us as agent for the Talent 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 Talent to be suitably prepared and able to perform the Services.

13. Indemnity

13.1 You shall indemnify the Talent and us against all costs, expenses, damages and losses (whether direct or indirect) suffered or incurred by the Talent and/or us (including but not limited to all legal costs and expenses on a full indemnity basis) arising out of or in connection with:

- (a) any breaches of clause 5 (Talent care and safety) by any third parties engaged by you;
- (b) any claim brought by a third party against the Talent or us as a result of the Images being used by you or any third party otherwise than in accordance with the Material Rights; and
- (c) any breach by you 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.

14. INTELLECTUAL PROPERTY RIGHTS

14.1 You undertake that you will only exploit, assign, license, transfer or otherwise deal with any intellectual property or other rights you may have in the Images in accordance with the Material Rights and the terms of the agreement.

14.2 To the extent that you wish to assign, license or otherwise transfer any intellectual property rights in the Images to any third party, you shall only do so providing (i) all sums payable by you under the agreement have been paid; and (ii) you procure that any such third party (including any ultimate client) agrees to bound by the same restrictions on the use of Images as contained in this agreement, such agreement to be enforceable by us and the Talent.

14.3 You will procure that any third party (including without limitation any photographer) who has any intellectual property rights in the Images shall:

- (a) subject to clause 16.3.2, not assign, license or transfer those rights other than to you or your ultimate client, shall not (unless they are your ultimate client) exploit those rights for any commercial or promotional purpose and you will obtain the third party's written agreement to the terms of this clause 16.3.1; and
- (b) grant a perpetual, worldwide, irrevocable licence to us to make use of those intellectual property rights in accordance with clause 16.5.

14.4 All rights not expressly granted to you under the agreement are hereby reserved to us and/or the Talent as appropriate.

14.5 Notwithstanding anything in the agreement you agree that we and the Talent may use of the Images for the promotion of the Talent and/or our promotion, and we agree not to exploit the Images for any other commercial purposes.

15. Liability and insurance



- 15.1 No party excludes or limits its liability under the agreement for:
- (a) death or personal injury caused by its negligence;
 - (b) fraudulent misrepresentation; or
 - (c) any other type of liability which cannot by law be excluded or limited.
- 15.2 Subject to section 15.1, we limit our liability under the agreement, whether such liability arises in contract, tort (including without limitation negligence), statute or otherwise, so that our maximum liability for all claims under the agreement shall be limited to and shall not in aggregate exceed the total amount of fees paid or payable to us pursuant to this agreement.
- 15.3 We are not liable for:
- (a) loss of business, use, profit, anticipated profit, contracts, revenues, goodwill or anticipated savings;
 - (b) product recall costs;
 - (c) damage to your reputation;
 - (d) consequential, special or indirect loss or damage; or
 - (e) failure by the Talent to attend a Session for whatever reason providing you have been given at least 24 hours' notice;
 - (f) a decision by the Talent to require a substitute to attend and/or perform the booking;

even if we or the Talent have been advised of the possibility of such loss or damage.

- 15.4 You must effect and maintain (and shall require its ultimate you, 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 you that may arise under the agreement. Such insurance policies shall include without limitation:
- (a) cancellation insurance to protect against the potential liabilities, costs and losses which you may incur as a consequence of the provisions of clause 11;
 - (b) employee liability insurance, as required by the Employer's Liability (Compensation Insurance) Act 1969 and otherwise, which covers all Talent delivering the services to you under your direction and control as if the Talent was an employee of you, in an amount sufficient to cover the health and safety and future earnings of such Talent;
 - (c) public liability insurance of at least £10 million;
 - (d) travel insurance to cover the activities of the Talent whilst travelling to and from the location(s) where the Services are to be performed.

16. Contract and authority

- 16.1 All matters relating to the use of the Images, any other services supplied by the Talent and any additional fees payable must be agreed with us. You shall not attempt to negotiate or contract, nor allow any third party to



negotiate or contract, with the Talent without obtaining our prior written agreement. If you, photographer or any other third party acting under the instruction or on your behalf obtains the Talent's signature on any document or the Talent'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 Talent or us unless and until it is agreed in writing by both the Talent and us.

17. CONDUCT OF MODEL

17.1 You must report any cause for complaint to us as soon as it arises. Complaints cannot be considered and/or dealt with effectively after the services have been delivered. Whilst we will use reasonable endeavors to ensure that the Talent provides a satisfactory and efficient services to clients, as the agent, the Talent is self-employed and we cannot be held responsible for a Talent's conduct or behavior whilst delivering the Services. We are not liable for any costs, expenses or losses suffered as a consequence of the behavior or conduct of the Talent.

18. DATA PROTECTION

18.1 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.

18.2 The terms of our privacy policy or processing notice (as applicable) will apply in relation to personal data processed by you.

18.3 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 the agreement.

18.4 We act as the data controller in respect of Talent Personal Data data provided to you by us concerning the Talent. You acknowledge that your activities under this agreement will result in you acting as data processor of Talent Personal Data (which potentially includes special category data), including Images of the Talent.

18.5 We confirm, on behalf of the Talent, that the Talent consents to the following processing by you (or a third party permitted in accordance with section 2.7):

18.6 the crediting of the Talent in accordance with section 5.3(g);

18.7 the collection of Talent Image Data in accordance with section 2.1.

18.8 the processing of Talent Image Data in accordance with section 2.4.



- 18.9 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.
- 18.10 Other than as set out in section 25.4, the Talent expressly withholds their consent to:
- 18.11 any other processing of Talent Personal Data by or on your behalf or any person acting under its consent or licence; and
- 18.12 any processing of Talent Personal Data by any other person.
- 18.13 You acknowledge 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.
- 18.14 You will ensure you have 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 you supply Talent Personal Data, or which is authorised to process Talent Personal Data, has also implemented such measures;
- 18.15 You shall indemnify us 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 us arising out of or in connection with any breach by you of any of your obligations under this section 18.

19. FORCE MAJEURE

- 19.1 Neither we or the Talent are liable to you 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 Talent's and our 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.

20. ENTIRE AGREEMENT

- 20.1 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.
- 20.2 You acknowledge that there are no representations, statements or promises made or given by or on behalf of us or the Talent outside this agreement which have induced you to enter into this agreement.
- 20.3 These terms and conditions shall apply to every offer, quotation, acceptance, confirmation order, specification and/or contract between you and the Talent and us and supersede any other terms of you and take precedence over and override and exclude any other terms stipulated or incorporated or referred to by you whether in the Booking Confirmation or in any negotiations and any course of dealing established between us and you. If there is any conflict between any of these Terms and Conditions and the Booking Confirmation then the terms of the Booking Confirmation shall prevail without detriment to the remaining unaffected terms of the Terms and Conditions.



21. SEVERANCE

- 21.1 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.
- 21.2 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.

22. GENERAL

- 22.1 Neither we or you can amend the agreement unless the other party and the Talent have all agreed to the amendment in writing.
- 22.2 Nothing in the agreement shall render you a partner or agent of the us or the Talent nor the Talent or us a partner or agent of you. 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.
- 22.3 No failure to exercise and no delay in exercising on the part by the Talent or us 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.
- 22.4 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.
- 22.5 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.
- 22.6 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.
- 22.7 You acknowledge, accept and agree that we have entered into the agreement for the benefit of ourself and as agent for the Talent and accordingly the Talent shall be entitled to enforce the terms of the agreement.



- 22.8 The provisions of the agreement which are expressly or impliedly intended to survive the termination or expiry of the agreement shall survive such termination or expiry including but not limited to sections 2.8, 6, 13 and 14.
- 22.9 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 provided that we and/or the Talent may enforce our or their rights under the agreement in any other court of competent jurisdiction outside of the courts of England and Wales.

23. Definitions

In these Terms of Business, the following definitions apply:

- 23.1 agreement: the Booking Confirmation together with these Terms of Business.
- 23.2 Business Day: a weekday (Monday to Friday) when London banks are open.
- 23.3 Booking Confirmation: the booking form paired with these terms.
- 23.4 You: the person named on the Booking Confirmation.
- 23.5 Data Protection Legislation: (as applicable) the EU General Data Protection Regulation 2016/679, the Data Protection Act 2018, the Privacy and Electronic Communications Regulations (SI 2426/2003) as amended and/or updated from time to time.
- 23.6 Us, we: Linden Staub LTD, registration number OC403379 with a registered address at Third Floor, 29 Charlotte Street, London EC2A 3PF;
- 23.7 Images: All photos, images, videos, and other media produced by you or on your behalf (including any photographer) related to the Talent's Services.
- 23.8 Material Rights: the permitted usage rights for the Images as set out in the Booking Confirmation. If Material Rights have not been specified on the Booking Confirmation you can only use one image via a single published medium in the United Kingdom only for 3 months from the date of the Session.
- 23.9 Talent: the model(s) named on the Booking Confirmation.
- 23.10 Services: the modelling or other services as described on the Booking Confirmation;
- 23.11 Session: the session arranged by you when the Talent is to provides Services.