

CLIENT TERMS AND CONDITIONS

1. Booking Models

Please read these T & C's before booking Models. All bookings are subject to these T & C's although Ordinary People Agency (the Agent) reserves the right to negotiate within the structure of these T & C's without prejudice to any prior or subsequent negotiation or agreement.

Models introduced by the Agency to a Client or his agent must be booked through the Agency unless the Model has resigned from the Agency.

2. Hours

The normal hours for a booking are between 0900 and 1800 hours. A day's work is 8 hours (including a 1 hour lunch break); a half day is 4 hours and the minimum booking is 2 hours. All other hours, by negotiation.

3. Fees

All parties concerned in booking a Model must consult the Agent before quoting fees to the Client. Fees will be agreed at the time of booking. Fees will cover usage in the UK only for a period of one year from the shoot date. Fees will cover the type or types of usage specifically agreed at the time of booking, but no other. If there is to be additional usage the Client must inform the Agent in advance and negotiate a further fee. If a further fee is not agreed in advance of the additional usage, the Agent is entitled to fix a fee for the additional usage at a sum considered reasonable by the Agent, which the Client will pay on receipt of an invoice. Fees will be charged for each type of usage for periods of one year each. VAT will be added as appropriate to all fees in accordance with the laws of the UK. All fees are to be agreed by the agency and only with the agency.

The Model receives 66.7% and the Agency 33.3% of the total fee of the invoice (excluding expenses and VAT). For Equity contracts and repeat fees the respective percentages are 80% and 20%.

4. Travel

Travel time will be charged at a rate to be agreed prior to booking in respect of travel outside a five-mile radius from Charing Cross.

5. Fittings

Fees for fittings are charged at half the hourly rate with a minimum of £50 per hour.

6. Mixed Agency bookings

In the event that Model(s) from another agency are working on the same assignment providing the same services as Model(s) from the Agency but at a higher fee, the Agency reserves the right to charge at an identical rate.

7. Material Produced

It is an integral part of a booking agreement that the Client will provide a copy in reasonable format of the finished work of the assignment.

8. Restrictions

An exclusion fee is to be negotiated when a Client requires a Model to work in connection with a product on the basis he/she is then precluded from doing work in connection with competing products. It is the Client's responsibility to check product bookings with the Agent for conflicts prior to booking the Model. Unless such an exclusion fee is negotiated and paid, then, if a Model advertises a product, he/she is able to work for any competitor.

9. Meals

The Client is responsible for the payment and provision of Models meals on all bookings of over 4 hours + duration.

10. Weather Permitting Bookings

i. First cancellation at half fee (providing the Model is rebooked) unless the Model arrives at a booking through the Client's failure to cancel it in time then full fee is payable.

ii. Second cancellation at full fee.

11. Cancellations

Providing a cancellation is notified to the Agent in writing two working days before the booking, then only half fee will be payable. If notice is received one working day prior to the booking, then the full fee remains payable.

12. Provisional Bookings

Provisional bookings will be automatically cancelled if they are not confirmed within 24 hours of the proposed booking or if a definite booking is offered, then a provisional cannot be confirmed.

13. Payment

Payment on all invoices must be made before any usage, and at latest within 30 days of invoice. Interest of 15% per annum will be added thereafter. VAT is charged in accordance with the laws of UK. The Client responsible for commissioning the work will be invoiced and will be responsible for payment. If payment is not received from the commissioner, then OP will seek payment from the commissioner's client, usually the manufacturer of the goods or the product advertised or promoted known as the 'end' client. No use of images is permitted unless and until all relevant fees have been paid.

14. Copyright & Photographer Information

The photographer is not entitled to use any of the images he or she takes, for any usage other than his or her personal portfolio beyond that agreed and paid for through the Agent. The photographer, to his extent, agrees to restrict use of his copyright and, if Agency Client is not the photographer, the Client is to draw these T & C's to the attention of the photographer and obtain his agreement before the shoot commences. The photographer is not entitled to use test and experimental photographs for commercial purposes of any kind.

15. Complaints

Any cause for complaint should be reported immediately it arises. Complaints will not be considered in retrospect.

16. Refunds

Refunds are offered at OP's discretion.

16. Insurance

It is the Client's responsibility to arrange insurance of all kinds for an assignment. This includes personal and third party liability insurance at an assignment plus indemnity in the event that the Model is unable to attend for whatever reason.

17. Exclusion of liability

Whilst every endeavor is made to provide a satisfactory and efficient service to the Client, the Agent is not responsible for the conduct of any Model and is not liable for any loss of profits or other damages including damage to property or persons suffered either directly or indirectly as a result of any act or omission of any Models introduced by the Agent, nor is the Agent liable for any loss of the same nature alleged to have been caused by the Agent.

18. Acceptance

All bookings of a Model made by the Client are made on the basis that these T & C's are incorporated in the contract between the Client and the Agent on behalf of the Model. If there is any conflict between any Terms the Client might seek to contract on, these Terms prevail. These T & C's take precedence over any T & C's that may be received from the Client (even if those T & C's have a clause similar to this) unless agreed prior to the assignment.

The Agent = Ordinary People.

T & C's = Terms and Conditions

UK = United Kingdom

Extra Ordinary People Ltd trading as Ordinary People is referred to as 'OP' Company Number 2427586. Vat Number 853570808. These T & C's were last updated on 7.2.12

CLIENT

Print name in capitals:

Signed

Date:

By signing this document you agree to our Terms and Conditions