

Agency Terms To Model

1. AVAILABILITY

You agree to be available for modelling and acting work. You will carry out that work on the terms agreed on your behalf between EOP and the client.

2. ACCEPTANCE OF WORK & SIGNING DOCUMENTS

To clients EOP undertakes to circulate a book or email your photographs with work relevant details. EOP operates on the basis that you are available for work at any time. You must inform EOP if you are unavailable for a period of a week or longer. You must also inform EOP if there are certain times of the day, or days of the week when you are unavailable. EOP must be informed of any particular clients for whom you do not wish to work. Once an offer in respect of your modelling services has been accepted by a client you will faithfully carry out all your obligations, in accordance with the contract made between EOP and the client on your behalf. EOP will negotiate fees and sign all relevant written documents on your behalf.

3. MODEL RELEASE FORM

You should not sign a model release form or any other documents presented to you on a shoot until a copy has been read and authorised by EOP, and you are authorised to sign it, by EOP.

4. CHANGE OF DETAILS

Your Appearance You must inform EOP of any changes to your appearance. It is your responsibility to ensure our records are always kept up to date, for example details of your measurements, hair colour or length, suntan, scars or damage to nails. If you do not inform us of these details you may be liable for shoot costs incurred. You should periodically forward new photographs to EOP.

The more shots we have, the greater the chance of us finding you work.

Your Address You must inform EOP of any changes to your address otherwise you will be liable to pay any cancellation fees incurred (cheque cancellation fee, for example)

5. PUNCTUALITY

When you are booked for a job you must arrive early. The time of booking given to you by EOP is the time you are to be ready for the camera. You must allow time for hair and make up, etc. If you are late costs may be incurred, for example additional fees payable to models, photographer and other parties involved with the shoot. If you are attending a booking and are running late you must call EOP so the client can be informed.

6. TRAVEL

If a client is to pay for your travel expenses you will be informed prior to the engagement; otherwise you must pay.

7. CLOTHES AND ACCESSORIES

It is essential that you have a selection of clothes and accessories available to enable you to undertake standard assignments in your style of modelling work.

8. MAKE UP

Unless otherwise advised by EOP you must arrive at the studio or location of the shoot either fully made up or early, allowing sufficient time for make up before the shoot start time. You should have basic items such as face powder, hair accessories, etc, available even if you have been informed that the client will provide a make up artiste.

9. OVERTIME

When a shoot runs into overtime you should continue with the shoot, make a note of the time of completion and give the information to EOP as soon as possible, no later than 5pm on the next working day or you cannot claim extra payment.

10. AFTER THE SHOOT

After the shoot you should call EOP to report the time at which you completed the assignment. It is in your interest to do so as it assists EOP in preparing and forwarding the invoice to the client.

11. CASTINGS

You are not entitled to any fees or expenses for attending castings. Attend castings alone unless you obtain EOP's prior agreement to another person attending.

12. ATTENDANCE AT SHOOT & INDEMNITY FROM YOU TO OP

Attend shoots alone unless you obtain EOP's prior consent to another person attending. It is your duty to carry out the booking to the best of your ability and in accordance with the terms and conditions set out in this document. In the event of your failure to do so you agree that you are bound by such terms as may be re-negotiated between EOP and the client. You agree to pay EOP the full amount of any claims, including associated charges that may be made against EOP as a result of any failure by yourself to carry out the booking professionally: be that a breach of the terms agreed between EOP and the client, your negligence, your cancellation of the booking, inappropriate behaviour at the shoot or otherwise by you. EOP will not settle any claims without first fully discussing the circumstances with all parties.

13. OTHER AGENTS

You must inform EOP if you are registered with other agents. If we contact you first about a job or potential job and then another agent contacts you about the same job or potential job you may accept a booking only through EOP. If we ask you about a job or potential job of which you have prior knowledge through another agent, please tell us immediately. Any photographs of you taken by EOP are not to be given by you to any other agent or to be used by any other agent for any purpose.

14. CANCELLATION

If you are unable to attend a booking because of sickness you must provide EOP with a doctors note. If you fail to arrive for a booking or you cancel you will lose your own fee and may be liable for the costs and fees incurred by all other parties involved in the shoot should the assignment not be able to continue as planned. You agree to indemnify EOP of any claim is made against us, as set out in clause 12 of these terms and conditions.

15. PAYMENT

All fees are earned on a self-employed basis. EOP is not responsible for the payment of tax or National Insurance on your behalf. EOP invoices the client direct waits for payment and then pays you. You may not accept payment direct from the client. If you are offered direct payment, decline and inform EOP immediately. EOP is unable to guarantee payment and cannot be held responsible for bad debts incurred should a client default on payment. If EOP post a cheque to you and it does not arrive, the cheque cancellation fee charged by the Bank will be deducted from your payment. If you wish to be paid directly into your bank account please provide EOP with your bank details. Please note that most of our clients pay around 90 days from Invoice date, please enquire about payment via email to accounts@ordinarypeople.co.uk we can keep you updated with when payment is expected from the client.

16. PICTURES

You are not to contact the client, photographer, design company, or anyone else involved with any assignment, to request transparencies, proofs or other photographic material. If you would like to obtain copies of your work please contact EOP and we will endeavour to obtain copies on your behalf.

17. DETAILS OF BOOKINGS

When OP informs you of a booking by phone you must make a written note of the time and place at which you are to attend, EOP also emails you all booking details, including fees, dates, times, addresses.

18. COMPLAINTS

If you have a complaint about any event that may occur whilst you are on a shoot please let EOP know so that we may discuss the complaint with you. You should not make any complaint direct to the client, photographer, or any other person involved in the shoot. If EOP considers your grievance justified we will take up the complaint with the relevant authority on your behalf.

19. LEAVING EOP

If you no longer want to be represented by EOP we require you to provide us with a signed letter stating that we are no longer without notice authorised to act as your agent. You can issue us a letter at any time. Any outstanding bookings in place at the time we receive the letter must be honoured, and clause 12 remains in force. You are entitled to receive notice from EOP of our termination of this agreement and the length of notice will be immediate.

20. PHOTOGRAPHIC WORK 33.3%

For photographic work EOP's commission is 33.3% of the model fee; you receive 66.7%. EOP charges commission only to you.

21. TV / FILM / VIDEO 20%

For film work at 20% of the model fee; you receive 80%. EOP charges commission only to you.

22. FEES QUOTED TO YOU

When OP books you for a job we quote to you the amount you will receive (i.e. the 66.7% or 80% as referred to above, after our commission of 33.3% for photographic work and 20% for film work respectively); you receive this provided you comply with EOP's terms and conditions and there are no justified complaints from the client about your services and subject to EOP receiving payment from the client. All fees are negotiated and confirmed at the time of each booking. they may be subject to variation (for example sometimes there has to be renegotiation of fees). For travel time, where applicable, you get 66.7% on photographic and 80% on film work. You agree to authorize EOP to collect money on your behalf.

23. FEES

EOP charges no Joining fees

24. INTRODUCTIONS

If EOP introduces you to a client and that results in work for you not booked through EOP, you should inform EOP, and in that event you will arrange for the client to pay us 33.3% or 20% of the model fee as applicable and if you do not do this you will pay the equivalent amount to EOP.

25. RELATIONSHIP

You, as a model or artiste, agree that the relationship between yourself and EOP is that of EOP acting as an Employment Agency, and not an Employment Business. The type of work you may obtain through EOP is photographic advertising (modelling work), television commercials, main feature or featured extra, BBC contract work, parts in feature films, pop videos, corporate videos. We supply people to the advertising, film and television industry and most jobs are obtained by first attending a casting.

26. IDENTITY

You shall provide EOP with proof of your identity. This shall take the form of a photocopy of your Passport/driving license, which will be signed and dated by your self and witnessed, signed and dated by an authority.

27. CHANGES TO THE TERMS AND CONDITIONS

These terms and conditions may be changed from time to time and any changes will be sent to you for you to sign and return to EOP. The current terms and conditions will be sent to you when you receive payment for a shoot. When you present a cheque for payment you agree that by presenting the cheque, you agree to the EOP's terms and conditions for past and future assignments.

Definitions

You = the model , actor .

Client = photographer, ad agency, design group, bbc, production company.

EOP = Extra Ordinary People Ltd (the agency)

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Ordinary People is the trading name of Extra Ordinary People Ltd

Company Number 2427586. Vat Number 853570808.