

## Terms and Conditions for booking models

Issued by the Base Models of 276 Vauxhall Bridge Road, London SW1V 1BB “Agency”).

### 1. Terms and Conditions

Unless and until the booking confirmation form, containing the specific details of the booking, is signed by the client and returned to the Agency, all negotiations relating to the booking of the model are strictly subject to contract.

The signed booking confirmation form together with these terms and conditions shall form the entire agreement between the client and the Agency relating to each booking.

The failure to sign and/or return the booking confirmation form whilst proceeding with the booking will be deemed to be an acceptance by the client of these terms and conditions and they shall apply to, bind the parties and govern the booking between the Agency and the client.

Any amendment and/or variations made to the booking confirmation form by the client shall not be valid and binding unless the Agency has agreed to such amendment and/or variation in advance and confirmed such agreement by an authorised representative of the Agency signing the booking confirmation form after the amendment and/or variation has been included on the booking confirmation form.

In the event of any inconsistency or contradiction between these terms and conditions and the booking confirmation form, these terms and conditions shall prevail and bind the parties.

### 2. Booking Fees

#### 2.1 Permitted use

Booking fees provide an entitlement and right for the client to use one image via a single published medium (unless otherwise agreed in the booking confirmation form) from the date of the booking, in the United Kingdom only, for the duration and purposes specified in the booking confirmation form (“**Permitted Use**”).

Please note the rights granted in this section 2.1 are strictly subject to prompt payment in full of all fees owed to the Agency prior to the image’s first use.

#### 2.2 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 form.

#### 2.3 Travel

Any time spent by the model 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).

## 2.4 Fitting fees

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

## 2.5 Additional expenses

All expenses incurred by the Agency on the clients' behalf will be charged to the client and may be subject to an uplift of up to 20% of the total amount of the expenses.

## 2.6 Location bookings

2.6.1 When a location booking is made, a client must provide safe and appropriate transport for the model 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 model in accordance with this section 2.6. If a model 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 model is unable to return to London to work.

2.6.2 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 model'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.

## 3. Additional fees

All additional fees are to be agreed at the time of the booking or before any additional usage in accordance with section 3.1.

### 3.1 Additional usage

Additional fees are payable for the right to use the model's image or reproductions, or adaptations of, or drawings derived from that image, or any other representation of it, either complete or in part whether alone or in conjunction with any wording or other images, photographs, drawings or anticipated purposes which are in addition to and outside the scope of the Permitted Use, details of which are set out in the booking confirmation form, e.g. packaging, point of sale, posters etc. For the avoidance of doubt, additional fees are payable for the right to use the model's image or reproductions, or adaptations of, or drawings derived from that image, or any other representation of it, either complete or in part whether alone or in conjunction with any wording or other images, photographs, drawings online or in any digital media including but not limited to on all social media platforms.

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

### 3.2 Territory

Additional fees are also payable, and subject always to the Agency's prior consent, for the right to use the model's image or reproductions etc, as set out in section 3.1 above for all known or anticipated territories other than the United Kingdom. Unless otherwise agreed the additional fees cover the right to use one image for the Permitted Use in the territory or territories agreed and stipulated on the booking form..

### 3.3 Other services

Additional fees are also payable for other services to be supplied by the model, 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 model'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 3.3 and subject to compliance with section 11.1.

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

#### **4. Agency Fees**

- 4.1 All bookings

Both the Agency fees and model disbursement will be invoiced by the Agency.

- 4.2 Value added tax (VAT)

All sums payable under these terms and conditions 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.

#### **5. Invoicing**

- 5.1 On all invoices payment is required to be made by the client within stated period on the invoice. In all cases, the person booking the model 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 model'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 model'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.

- 5.2 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.

- 5.3 In the event the client is providing the services on behalf of or to a third party end user, in entering into these terms and conditions the client is acting in its capacity as the agent of the third party end user and the client shall ensure that the third party end user:

5.3.1 enters into an agreement with the client on the same terms as these terms and conditions;

5.3.2 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; and

5.3.3 acknowledges that the third party end user may not use the images until payment is received by the Agency and that at all times the third party end user is subject to any restrictions as to use of the images including but not limited to territorial restrictions and restrictions as to media in which the images may be used.

- 5.4 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 these terms and conditions 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 these terms and conditions.

## **6. Exclusivity Fees**

Unless otherwise agreed in the booking confirmation form the model is supplied to the client by the Agency on a non-exclusive basis and the model 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 model's image or the service to be supplied by a model 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 model's image for competing and/or particular sector of products or within a particular territory. A model can supply services to and allow use of the model'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 model supplied has undertaken or is booked to undertake any conflicting work.

## **7. Provisional bookings**

Provisional bookings will be automatically cancelled if they are not confirmed by the client (by signing and returning the booking confirmation form) within 24 hours of the proposed booking.

## **8. Cancellations**

### **8.1 Cancellation of booking by the Client**

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

8.1.2 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.

8.1.3 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.

### **8.2 Cancellation of booking by the Agency**

8.2.1 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.

8.2.2 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.

8.3 The client acknowledges, accepts and agrees the model is independent and self-employed and is not a worker. The model has a right to control entirely the manner in which they perform each booking which may involve the model 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 18, in this regard.

## **9. 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 model'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.

## **10. Meals**

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

## **11. Model Care and Safety**

11.1 Nude, semi-nude, see-through, bathing suit or lingerie photography require the express prior written approval of the agency. The use of the model's image must not be directly or indirectly scandalous, pornographic, derogatory, or a cause of ridicule or embarrassment to the model. The image must not be altered or distorted.

11.2 Subject to the restrictions in sections 3.3 and 11.1, behind-the-scenes filming is permitted on condition that the model is hair-and-make-up ready.

11.3 The client shall be solely responsible for ensuring the model is treated with respect and professionalism, and that all necessary steps are taken to ensure the safety, health and wellbeing of the model 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:

11.3.1 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 model to provide the services in compliance with all health and safety best practice, standards, regulations, codes and laws;

11.3.2 allowing the model to take suitable and regular rest periods, to ensure the model is able to maintain suitable amounts of rest and refreshment whilst delivering the services;

11.3.3 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 model in a professional and respectful manner;

11.3.4 ensuring that no one imposes upon the model any action, activity or environment which is either dangerous, degrading, unprofessional, unsafe and/or demeaning to the model;

11.3.5 ensuring that the services are delivered and the model is treated in accordance with The Association of Model Agents' Code of Best Practice and/or any other codes of practice or guidance issued by the Agency and/or the British Fashion Council from time to time;

11.3.6 providing the model with an appropriate changing and dressing area to ensure that the model can prepare for the provision of the services and also maintains his/her privacy; and

11.3.7 always include a credit in the form of “model’s name” @ “the Agency”, wherever a credit is applied.

## **12. Warranties**

12.1 The client warrants and represents to the Agency that:

12.1.1 it has full capacity to enter into these terms and conditions and perform its obligations under these terms and conditions;

12.1.2 the booking form is executed by a duly authorised representative of the client;

12.1.3 it will take all steps necessary to ensure that the model is protected and treated in accordance with all applicable laws, good industry practice and section 11 above;

12.1.4 it has all necessary permits, licences and consents to enter into and to perform its obligations under these terms and conditions 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

12.1.5 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 model is suitably prepared and able to perform the services.

## **13. Indemnity**

13.1 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 model (including but not limited to all legal costs and expenses on a full indemnity basis) arising out of or in connection with:

13.1.1 any breach by the client of these terms and conditions, including but not limited to, any breach by the client of section 6, 8 and 11 of these terms and conditions;

13.1.2 any breaches of section 11.3 by any third parties engaged by the client;

13.1.3 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 these terms and conditions has caused the Agency to be in breach of the terms of an exclusive agreement with such third party; and

13.1.4 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.

## **14. Fashion Shows**

Catwalk bookings provide the client with the right to make use of a model’s services on the catwalk for the specified show in accordance with these terms and conditions, 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 3.2 above) 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.

## **15. 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 5).

## **16. 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.

## **17. Intellectual Property Rights**

17.1 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 other usage agreed or permitted in accordance with under sections 2.1, 3, 14, 15 and 16 . 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 these terms and conditions to the attention of the photographer and procure his agreement to them before the shoot commences.

17.2 All rights not expressly granted to the client under these terms and conditions are hereby fully reserved to the Agency and/or the model as appropriate. In particular, the client acknowledges and agrees that the Agency is the owner or licence holder of all commercial rights and intellectual property rights relating to the model and the Agency and the client shall not be entitled to exploit or enter into any commercial or other agreement to exploit any rights relating to the model or the Agency other than the rights specifically granted to the client under these terms and conditions.

17.3 For the avoidance of doubt, notwithstanding anything in the booking confirmation form or these terms and conditions, 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 model may use the images (or reproductions etc. as set out in section 3.2 above) resulting from any booking in any form whatsoever for the following purposes:

17.3.1 in order for the model and the Agency to promote the model and in the search of future booking opportunities for the model; and

17.3.2 for internal and promotional purposes.

Subject to the remainder of section 17, the model and the Agency acknowledge and agree not to exploit the images for commercial purposes, other than as set out in the booking confirmation form and these terms and conditions.

## **18. Liability and Insurance**

18.1 No party excludes or limits its liability under these terms and conditions for:

18.1.1 death or personal injury caused by its negligence;

18.1.2 fraudulent misrepresentation; or

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

18.2 Subject to section 18.1, the Agency limits its liability under these terms and conditions, 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 these terms and conditions shall be limited to and shall not in aggregate exceed the total amount of the fees paid or payable to the Agency;

18.2.1 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 model to attend a booking for whatever reason;
- (d) a decision by the model 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;

even if the Agency has been advised of the possibility of such loss or damage

18.3 The client shall effect and maintain (and shall require its ultimate client, if any, to maintain) throughout the continuance of this terms and condition insurance policies which provide appropriate coverage adequate enough to cover all liabilities and risks of the client that may arise under these terms and conditions and any insurance cover it is required to place in accordance with applicable law. Such insurance policies shall include without limitation:

18.3.1 cancellation insurance to protect against the potential liabilities which the Agency and the client may incur as a consequence of the provisions of sections 8 and 9;

18.3.2 employee liability insurance, as required by the Employer's Liability (Compensation Insurance) Act 1969 and otherwise, which covers any model who is delivering the services to the client under the client's direction and control as if he/she were an employee of the client, in an amount sufficient to cover the health and safety and future earnings of such models;

18.3.3 public liability insurance to a level of not less than **£5million**; and

18.3.4 travel insurance to cover the activities of the models whilst travelling to and from the location of the services.

## **19. Contract and Authority**

All matters relating to the use of the model's image and commercial modelling rights, any other services supplied by the model 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 models directly. If the client or the photographer or any other person on their behalf or connected with them obtains the model's signature on any document or the model's purported verbal agreement to anything outside of the scope of these terms and conditions, such signature or verbal agreement shall not constitute a variation of these terms and conditions and is not binding on the model 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).

## **20. 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 models provide a satisfactory and efficient services to clients, as the agent, the model is self-employed and the Agency cannot be held responsible for a model's conduct or behaviour 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 behaviour or conduct of any model.

## 21. 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 these terms and conditions 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 these terms and conditions shall be suspended for so long as the Event of Force Majeure continues and to the extent that it is so delayed.

## 22. Data Protection

22.1 In this section the following definitions apply:

22.1.1 the terms "data controller", "data processor", "data subject", "processing" and "personal data" bear the respective meanings given to them in the Data Protection Act 1998 (the "**Act**") and, from the date on which it comes into force in the UK and for so long as it is in force, the General Data Protection Regulation (Regulation (EU) 2016/679) (the "**GDPR**"), and "data protection principles" means the eight data protection principles set out in Schedule 1 to the Act and the data protection principles set out in the GDPR (as applicable);

22.1.2 data includes personal data;

22.1.3 "**Consent**" means a freely given, specific, informed and unambiguous indication of an individual's consent recorded in writing;

22.1.4 "**Data Subject Access Request**" means a request from a data subject relating to their personal data pursuant to the rights granted under the applicable Data Protection Legislation;

22.1.5 "**Good Industry Practice**" means the exercise of that degree of skill, diligence, professionalism, prudence, foresight and management which would be expected from a market leading skilled and experienced operator engaged in the same type of undertaking under the same or similar circumstances; and

22.1.6 "**Model Personal Data**" means any personal data (including Sensitive Personal Data) relating to the models; and

22.1.7 "**Sensitive Personal Data**" has the meaning given in the Act.

22.2 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 this agreement.

22.3 For the purposes of these terms and conditions, the parties acknowledge, accept and agree the Agency is the data controller and the client is the data processor.

22.4 Where the Agency transfers Model Personal Data and/or other personal data to the client, the client warrants and represents it shall:

- 22.4.1 ensure it has implemented appropriate and effective technical and organisational measures to protect such data against unauthorised or unlawful processing and accidental loss or damage;
- 22.4.2 where necessary and/or applicable provide full and open co-operation and prompt assistance to the Agency, and ensure it has the appropriate technical and organisational measures in place, to enable the Agency to comply with any valid Data Subject Access Request without delay (and at the latest within 14 days of receipt of the Data Subject Access Request);
- 22.4.3 where necessary and/or applicable, provide full co-operation and assistance to the Agency to ensure the Model Personal Data and/or other personal data is deleted without delay in response to a valid request from a data subject;
- 22.4.4 where necessary and/or applicable, provide full co-operation and assistance to the Agency in ensuring the Model Personal Data and/or other personal data is up to date, complete and accurate;
- 22.4.5 maintain accurate and detailed internal records of all processing and (where applicable) storage of the Model Personal Data and/or other personal data (and make such records available to the Agency and/or the relevant supervisory authority for the purposes of an investigation), demonstrating compliance with the data protection principles including but not limited to specifying the relevant conditions for processing the Model Personal Data and/or other personal data (including but not limited to obtaining relevant and up to date Consents) and specifying and recording the fair and lawful purposes for which the Model Personal Data and/or other personal data is being processed;
- 22.4.6 ensure that access to the Model Personal Data is limited to those employees or authorised third parties who reasonably require access to the Model Personal Data pursuant to these terms and conditions and that all employees and authorised third parties are informed of the confidential nature of the Model Personal Data. If the client subcontracts or grants access to the Model Personal Data pursuant to this section 22.4.6, the client shall ensure that such authorised subcontractors or employees enter into an agreement with the client containing data protection provisions on terms at least as onerous as this section 22;
- 22.4.7 not, by any act or omission, put the Agency in breach of, or jeopardise any registration under, any Data Protection Legislation and/or any applicable laws;
- 22.4.8 not transfer the Model Personal Data and/or other personal data to countries outside the European Economic Area;
- 22.4.9 in the event of any breach of the applicable Data Protection Legislation, the client shall:
- a) immediately and fully notify the Agency in writing of any notices in connection with the processing of any of the Model Personal Data and/or other personal data;
  - b) provide such information and assistance as the Agency may reasonably require, including in relation to any notifications to the national data protection authority;
  - c) take all necessary precautions to preserve the integrity of any Model Personal Data and/or other personal data which it

processes and to prevent any corruption or loss of such data;  
and

- d) in such event and if attributable to any default by the client promptly restore the data at its own expense or, at the Agency's option, promptly reimburse the Agency for any expenses it incurs in having the data restored by a third party.

22.5 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 clause 22.

### **23. Interpretation of Terms and Conditions**

23.1 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 these terms and conditions. These terms and conditions 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 form 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 these terms and conditions which have induced the client to enter into these terms and conditions (which expression shall include any contract of which these terms and conditions form part).

23.2 If there is any conflict between any of these terms and conditions and the booking confirmation form then the terms of these terms and conditions shall prevail without detriment to the remaining unaffected terms of booking confirmation form.

23.3 The booking confirmation forms part of these terms and conditions and shall have effect as if set out in full in the body of these terms and conditions. Any reference to these terms and conditions includes the booking confirmation form.

23.4 For the purpose of these terms and conditions the words "agreed", subject to section 1, means agreed in writing in the booking confirmation form and signed by duly authorised representatives of both the Agency and the client.

### **24. General**

24.1 If any of the terms, conditions or provisions of these terms and conditions or the booking confirmation 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.

24.2 Any termination of all or part of these terms and conditions shall not affect the coming into force or the continuance in force of any provision of these terms and conditions which is expressly or by implication intended to come into force or continue in force on or after such termination.

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

- 24.4 Nothing in these terms and conditions shall render any party a partner or agent of the other. Except as expressly permitted by these terms and conditions, 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.
- 24.5 No failure to exercise and no delay in exercising on the part of either party of any right, power or privileged under these terms and conditions 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.
- 24.6 Except as and to the extent expressly otherwise specified in these terms and conditions, the rights and remedies contained in these terms and conditions are cumulative and are not exclusive of any rights or remedies provided by law or elsewhere in these terms and conditions.
- 24.6.1 The parties agree to keep, and to instruct its agents, employees, advisers and sub-contractors with knowledge hereof to keep these terms and conditions 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 these terms and conditions;
  - (b) with the prior written consent of the other party; and
  - (c) as required by any applicable law.
- 24.7 These terms and conditions and the booking form constitute the entire agreement between the parties and supersede any previous agreement or arrangement between the parties relating to the subject matter of these terms and conditions.
- 24.8 No variation or amendment to the terms of these terms and conditions shall be valid and binding unless in writing and signed by an authorised representative of each party.
- 24.9 Except where these terms and conditions expressly provides otherwise, a person who is not a party to these terms and conditions has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these terms and conditions 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 these terms and conditions for the benefit of itself and the model and accordingly the model shall be entitled to enforce these terms and conditions as if he/she were a party to these terms and conditions.
- 24.10 Subject to section 23.11, the parties agree that these terms and conditions 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.
- 24.11 Notwithstanding section 23.10, the parties to these terms and conditions agree that the Agency may enforce its rights under these terms and conditions in any other court of competent jurisdictions outside of the courts of England and Wales.

**June 2018**