



CLIENT TERMS & CONDITIONS

Issued by Adele Roche Limited (TA Roc Talent Agency) registration number 09206435 whose registered address is at Glenmeay, Ladywood Road, Martin Hussingtree WR3 7SX (the “Agency”).

1. As required by Department of Employment regulations, Adele Roche Limited (TA Roc Talent Agency) booking confirmation contract containing the terms of the booking must be signed and returned by the client. The failure to sign and/or return the booking confirmation contract whilst proceeding with the booking will be deemed to be an acceptance by the client of the terms of the Agreement which shall apply to, bind the parties and govern the booking between the Agency and the client.

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, the Data Processing Agreement or the Privacy Policy, these terms and conditions shall prevail and bind the parties.

BOOKING FEES

2. Permitted Use.

In general, booking fees cover the right to use one image for one year from the date of the booking, in the UK only, for the initial Permitted Use.

3. Daily/Hourly Rate.

Booking fees are charged by the day or by the hour.

4. Overtime.

Overtime rates apply before 9am, after 6pm and on all bookings over eight hours.

- a. Hourly overtime rate to be discussed with the booking agency prior or post.
- b. A special rate is negotiated for night work between 21:00 and 09:00 hours.

5. Travel

When applicable and as outlined on the booking agreement you must notify the agency with any travel costs pre or post booking and email this back to the agency with receipts, no later than 72 hours after the booking date so we are able to add to the invoice on your behalf, if we don't hear from you within that time frame we will NOT invoice for any travel and therefore not liable to pay you. Travel is paid at cost or at .30-.45pence per mile.

6. Fittings.

Fees for fittings are charged at half the day rate.

ADDITIONAL FEES

TO BE AGREED **AT THE TIME** OF THE BOOKING

8(a). Usage.

PERMITTED BOOKING FEE USAGE APPLIES ON PHOTOGRAPHY BOOKINGS:

Website, E-Marketing, Social Media, Brochure, Press, Leaflets and Editorial are covered by the booking fee as stated above for 12 months (unless otherwise stated by booking agent upon booking) in the UK for 1 client only unless agreed in writing prior to booking. All other uses incur additional fees. Please ensure ultimate clients are aware of Roc Talent Agency usage terms.

TO BE AGREED **AFTER** THE TIME OF THE BOOKING.

9(a). Usage.

It is the client's responsibility to notify the agent and negotiate additional fees (including extensions of existing agreements) for any usage which may be required or anticipated subsequent to the time of booking as per 8(a) above.

AGENCY FEES

10(a). All bookings excepting Equity Contract TV Commercials.

Both agency fees and model fees will be invoiced by the agent. VAT and any agreed expenses will be added where appropriate.

All expenses (ie booking of flights, accommodation, trains and airport parking) to be booked by agency on behalf of client and model to incur a 12.5% uplift of the total amount of the expenses.

10(b). Equity Contract TV Commercials.

The fee negotiated by the agent is the artist's fee from which agency commission will be deducted at 20-33% of the invoice total dependant on booking fee. VAT and agreed expenses will be added where appropriate. It is the artists responsibility to pay their own national insurance and tax.

11. On all invoices payment is required within 30 days of date of invoice.

In all cases the company booking the model will be invoiced and solely responsible for payment, unless otherwise agreed at the time of booking. We reserve the right to invoice the 'ultimate client' (i.e. designer / manufacturer / owner of the product in question). All fees are for the right to use pictures and, once agreed, are payable whether or not the use is appropriated.

12. Exclusion Fees.

A special fee will be negotiated when the work is in conjunction with a product which precludes work for competing products. It is the client's responsibility to check whether conflicting work has been done. If a model advertises a product he/she is able to work for any competitor unless an exclusion fee is negotiated.

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

PROVISIONAL BOOKINGS

13. 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 and the provisional cannot be confirmed.

CANCELLATIONS

14. If a booking is cancelled within one working day of the starting time the full fee will be charged unless the same model is re-booked within 24 hours, in which case half the fee will be charged.

If a booking is cancelled outside the one-day period but within two working days of the starting time then half the fee will be charged.

Bookings of more than three days duration: if the booking is cancelled within a period equal to the length of the booking, then the full fee is charged. Saturdays, Sundays and Bank Holidays are excluded from these calculations.

This is a reciprocal arrangement between model and client.

However if a booking is cancelled because of illness or some other reason beyond the models' or agents' control (and upon the production of the appropriate evidence) the model shall not be liable for cancellation charges.

15. Weather Permitting Bookings.

At the first cancellation, a half-fee is charged unless the client fails to cancel in the time to prevent the model's attendance, when the full fee is payable. At the second cancellation the full fee is charged.

MEALS

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

TALENT CARE AND SAFETY

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

The client shall be solely responsible for ensuring the talent is treated with respect and professionalism, and that all necessary steps are taken to ensure the safety, health and wellbeing of the talent is protected, at all times by the client and/or any third parties engaged by the client in relation to the delivery of the services. Such steps shall include without limitation:

- 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;
 - 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;
 - ensuring that all of the third parties engaged by the client in relation to the delivery of the services are suitably qualified, experienced and professional and treat the talent in a professional and respectful manner;
 - 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;
 - ensuring that the services are delivered and the talent is treated in accordance with The British Fashion Model Agents Association Code of Conduct and/or any other codes of practice or guidance issued by the Agency and/or the British Fashion Council from time to time; 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 always include a credit in the form of “talent's name” @ “the Agency”, wherever a credit is applied.

FASHION SHOWS

18. Payment of the agreed fee confers the right to make use of a model's services on the catwalk for the specified show and the right to use photographs and video of the show for REPORTING PURPOSES ONLY. Any other usage must be negotiated at the time of the booking.

VIDEOS

19. All fees will be invoiced to the production company. For all videos the normal daily rates will apply plus a buy-out to be negotiated.

TEST & EXPERIMENTAL PHOTOGRAPHY & TV COMMERCIALS

20. A photographer or client is not entitled to use test and/or experimental photography or test commercials for commercial purposes unless specific arrangements have been made with the model agent prior to the test.

COPYRIGHT

21. The photographer is not entitled to use any of the images he/she takes for any usage beyond that agreed under sections 2, 8, 9 above. The photographer to this extent agrees to restrict use of his/her copyright and, if the model agency's client is not a photographer, the client is to draw these terms and conditions to the attention of the photographer and obtain his/her agreement to them before the shoot commences.

COMPLAINTS

22. Any cause for complaint should be reported when it arises. Complaints cannot be considered in retrospect.

INSURANCE

23. The client is responsible for the model's health and safety when the model is travelling, or providing services, in connection with the booking to the same extent as if the model were an employee of the client. The client will maintain adequate insurance cover to underwrite its obligations to the model. The agent is not responsible if the model fails to attend the booking. The client is advised to insure against any losses which might result if the model does not keep a booking because of ill health or some other reason.

JURISDICTION

24. These terms and conditions for booking and all other matters connected with the booking are governed by English law and any dispute will be settled in accordance with that law by a court in England.

25. We reserve the right to charge interest on late payments.

AS A SUPPLIER OF SERVICES THESE TERMS AND CONDITIONS TAKE PRECEDENCE OVER ANY TERMS AND CONDITIONS WHICH MAY BE RECEIVED FROM THE CLIENT EVEN IF THOSE TERMS AND CONDITIONS HAVE A CLAUSE SIMILAR TO THIS.

Photographs may not be used until all fees are paid in full.

All fees are to be negotiated only with Adele Roche Limited (TA Roc Talent Agency).

Whilst every endeavour is made to provide satisfactory and efficient service to our clients we cannot be held responsible for a model's conduct on an assignment.

We reserve the right to negotiate within the structure of these Terms and Conditions.