

Promo Models

WWW.PROMOMODELS.CO.UK ENQUIRIES@PROMOMODELS.CO.UK

33 NOBEL SQUARE
BASILDON,
ESSEX. SS13 1LT

TEL: 01268-724-344 FAX: 01268- 726-109

Client Terms & Conditions

As required by Department of Employment regulations, the Agency's booking confirmation form, containing the specific terms of the booking, must be signed and returned by the client. 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 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 signing the booking confirmation form after the amendment and/or variation has been included on the booking confirmation form.

Bookings

For photographic assignments the minimum booking is **3** hours.

For promotional assignments the minimum booking is **4** hours.

Provisional Bookings

Provisional bookings must be confirmed within 24 hours, or the booking will be cancelled.

Cancellations

Cancellation of booking by the Agency

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.

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 to protect against such cancellation and any associated liability.

Cancellation of Booking by Client

Bookings cancelled at less than **24** hours notice from the original commencement time will be charged at **full** fee

Bookings cancelled between **24** and **48** hours notice will be charged at **half** fee.

Weather related cancellations

On the first occasion of cancellation 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 and any subsequent cancellations the full booking fee is charged and payable by the client.

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Additional fees

The Client is wholly responsible for notifying Promo Models if any changes are made to photographs (or reproductions and adaptations) or used for any other purposes than those commissioned for.

Exclusion Fees

When a model endorses a product they will not be excluded from undertaking assignments for any other company/competitor, unless an exclusion fee has been agreed and paid.

Photography and use of photographs

Photographs may not be used for any purpose until full payment for the assignment has been received.

The restricted use of photographs will be negotiated by Promo Models at the time of booking.

The license to use photograph(s) will not exceed one year, usage is in the UK only unless otherwise agreed at the time of booking.

All fees are for the right to use images and, once agreed, are payable whether or not the use is appropriated.

Test and experimental photographs must not be used for commercial purposes unless specific arrangements have been made before the assignment.

The photographer is not entitled to use any images he or she has taken for any purpose beyond that agreement made by Promo Models at the time of booking.

Models Safety

The client should ensure that the model is treated with respect and professionalism and take all steps necessary to ensure that the safety, health and well being of the model is protected and maintained at all times whilst providing services to the client. Such steps shall include without limitation:

Making sure that the venue for the provision of the services and the working conditions are safe and secure and allow the model to provide the services in compliance with all health and safety standards, regulations, codes and laws;

Allowing the model/s 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.

Providing adequate levels of insurance cover to safeguard the health and safety and future earnings of the model whilst the model is delivering the services and travelling to and from the client's venue as if he/she were an employee of the client.

Ensuring that all people and organisations who are engaged by the client in relation to the delivery of the services are suitably qualified, experienced and professional at all times.

Ensuring that no one imposes upon the model any action or activity which is either dangerous, degrading, unprofessional or demeaning to the model.

Providing an appropriate changing and dressing area to ensure that the model can prepare for the provision of the services and also maintain his/her privacy, Female and Male changing areas should be kept separate.

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Practices

Promo Models standard practice is to accept bookings by telephone and/or e-mail.

Promo Models will confirm this contract by e-mail or post and requires the contract signed and sent back by post/e-mail.

Promo Models acts solely for on and behalf of our models. All models are all self-employed;

Promo Models cannot be held responsible for the models conduct either on an assignment or for any loss or financial costs incurred due to lateness or non-arrival of a model.

The Client is responsible for arranging insurance if indemnity is required against a model's inability to attend through sickness or other unforeseen circumstances.

The client is responsible for arranging insurance should the model have.

Payment

All fees are negotiated between Promo Models and the client and are confidential between Promo Models and the Client. Fees should never be discussed with the model.

Promo Models will invoice on the models behalf

The Client making the booking will be invoiced and responsible for payment unless otherwise stated and agreed at the time of booking.

The Client is responsible for payment to Promo Models for the agreed contract irrespective of any post assignment contentions

For photographic assignments, invoices are payable within **14**days.

For all other assignments, invoices are payable within **14**days.

We reserve the right to ask new clients to settle initial invoices within 7days

Complaints

Any cause for complaint must be reported when it arises and not after the assignment as taken place.

Complaints cannot be considered in retrospect.

CLIENT SIGNATURE:

PRINT NAME: