

Fittings Division™

CLIENT TERMS & CONDITIONS

1. As required by Department of Employment regulations, Fittings Division booking form contains the terms of the booking.

When making a booking through Fittings Division means you are abiding by all of the below terms and conditions.

2. CASTINGS

A model's attendance at a casting is free of charge provided waiting time is no longer than 20 minutes; and only three garments or less are modelled (not to include underwear); and no more than one still image of the model is taken (in which the model shall be clothed). Measurements of the model may be taken at the casting. If the casting is for underwear that must be specified in advance and details of what the casting will involve must be agreed in advance.

If there is any breach payment will be made for the casting at the model's usual hourly rate on the basis of a booking for two hours or the amount of time spent (whichever is the longer) (any part hour will count as a full hour) and in any event at a rate of no less than £50 an hour.

3. BOOKING FEES

a. **Permitted use:** in general, booking fees cover the right to use the model for fittings and presentation and showroom work.

b. **Daily/Hourly rate.**

Standard hourly rates are charged during Monday to Friday between 9.00 and 17.00 or 10.00 and 18.00 excluding bank and public holidays. The booking fees are charged by the day, half day or by the hour. Details will be set out in the booking confirmation.

c. **Overtime**

Overtime rates apply at any time in excess of any 8-hour period including any time outside 09.00 and 17.00 or 10.00 and 18.00 Monday to Friday and on all bookings lasting longer than 8 hours

Overtime rates will be charged as follows:

Work on Saturdays between 09:00 and 24:00 and between 18:00 hours and 24:00 hours on Mondays to Fridays (excluding bank and public holidays) is charged to the client at one and a half times the standard hourly rate.

A special rate is negotiated for night work between 2400 hours and 0900 hours.

Work on Sundays and bank and public holidays is charged to the client at double the standard hourly rate.

d. **Travel**

Any time spent by the model travelling to or from a client's venue will be charged at half the hourly rate outside of the tube zones.

4. ADDITIONAL EXPENSES

All expenses incurred by the agency on the client's behalf will be charged to the client will include an uplift of 12.5% of the total amount of the expenses.

5. AGENCY FEES

a. To be agreed at the time of the booking. The agency charges a supplement of 15%-20% on all fees including without limitation hourly, daily and overtime fees and all fees for the right to use and all fees negotiated for any other service to be supplied by the model. Both Agency fees and model fees will be invoiced by the agency. Unless agreed at the time of booking the model disbursement is included between 80% and 70% and the agents fee at between 20%-30% of the total invoice.

b. Value added tax 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.

6. INVOICING AND INTEREST

All fees and other sums due are invoiced by Fittings Division to the person making the booking, unless at the time of the booking something different is agreed. For example the person making the booking may be acting for another person who is the client (such as the designer, a manufacturer or owner of a product) and it may be agreed that Fittings Division will invoice the client for who the booking is being made for; in which case the invoice will be addressed to that person as the client and in that event the person making the booking and the client will each individually and together jointly be responsible for payment.

7. PROVISIONAL BOOKINGS

Provisional bookings will be automatically cancelled if they are not confirmed by the client within 24 hours of the proposed booking.

8. CANCELLATIONS

Cancellation of a booking within 24 hours of the call time will be charged to the client in full. Any reduction of the models confirmed hours must also be given before 24 hours of their booking call time. Failure to reduce models hours within this period will result in full hours being invoiced to the client. Bookings being cancelled by the client on a Monday must be given before 72hrs of their booking call time otherwise the full booking fee will be charged.

9. 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.

10. MODEL CARE AND SAFETY

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

- a. ensuring 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;
- b. 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;
- c. 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;

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- d. ensuring that all of the people and organisations which are engaged by the client in relation to the delivery of the services are suitably qualified, experienced and professional;
- e. ensuring that no one imposes upon the model any action or activity which is either dangerous, degrading, unprofessional or demeaning to the model;
- f. 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.

11. 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 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 3b above) is exploited for reporting purposes only. The client is responsible for ensuring that all photographers present are aware of this condition and the client will procure that they abide by these conditions. If any other usage is required, it must be negotiated and agreed with the Agency at the time of the booking.

12. WARRANTIES

- a. The client warrants and represents to the Agency that:
 - I. it has full capacity to enter into these terms and conditions perform its obligations under these terms and conditions;
 - II. the booking form is executed by a duly authorised representative of the client;
 - III. 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;
 - IV. 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;
 - V. 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. NON-SOLICITATION

While a model is represented by Fittings Division the client will not, either personally or by any other route, make an agreement with the model for any work as a model or extra or any other work of a similar nature such as is booked by Fittings Division or for any other work other than through Fittings Division. Further if a model attended a casting or job for the client in the 12 months before the end of the model's representation by Fittings Division the client will not without the written agreement of Fittings Division (which may be declined) within six months after the end of the representation either personally or by any other route book the model for any work as a model or extra or any other work of a similar nature such as is booked by Fittings Division.

14. LIABILITY AND INSURANCE

- a. No party excludes or limits its liability under these terms and conditions for: death or personal injury caused by its negligence; fraudulent misrepresentation; any other type of liability which cannot by law be excluded or limited.
- b. Subject to section 17a, the Agency limits its liability under these terms and conditions, whether such liability arises in contract (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; by the particular client bringing any such claim
- c. The Agency shall not be liable for:
 - I. loss of business, use, profit, anticipated profit, contracts, revenues, goodwill or anticipated savings;
 - II. product recall costs;
 - III. failure by the model to attend a booking or whatever reason;
 - IV. damage to the client's reputation;
 - V. consequential, special or indirect loss or damage; even if the Agency has been advised of the possibility of such loss or damage.

d. 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. Such insurance policies shall include without limitation: 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; insurance to protect the model and the Agency should any damage, injury or loss be caused whilst the model is providing services to the client; travel insurance to cover the activities of the models whilst travelling to and from the location of the services.

15. 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 service to clients, as the agent, 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.

16. FORCE MAJEURE

The Agency's 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.

17. INTERPRETATION OF TERMS AND CONDITIONS

a. 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).

b. 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.

c. 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.

d. 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.

18. GENERAL

a. 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.

b. 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.

c. 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.

d. 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.

e. 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 waiver of the provision itself. For a waiver to be effective it must be made in writing.

f. 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.

g. 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; I.

to enable enforcement of the party's rights under these terms and conditions;

II. with the prior written consent of the other party;

III. as required by any applicable law.

h. 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.

i. 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.

j. 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.

k. 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.

19. 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 other than the initial permitted use, details of which will be set out in the booking confirmation form, e.g. packs, posters, showcards, record covers, swing tickets etc. Unless otherwise agreed, the additional fees cover the right to use one image for one year from the date of booking, in the United Kingdom only, for the permitted use or uses or purposes agreed between the Agency and the client. Under no circumstances

will each additional usage fee be less than the model's advertising day rate as determined by the Agency unless determined otherwise by the Agency in its absolute discretion

20. Agency Fees

a) All bookings apart from equity contract TV commercials

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

b) Equity contract TV commercials in the United Kingdom

The fee negotiated by the Agency is the model's fee from which an agency commission will be deducted of the invoice total.

c) Non-equity contract TV commercials worldwide

The model disbursement and agency fees will be charged in accordance with 4a) and applies to all commercials shot for use outside the UK irrespective of where the fee is paid.

d) Value added tax

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

NAME:

COMPANY:

POSITION:

DATE:

SIGNED

Please fill in your details and fax back to 020 7636 7456 or by reading the terms and conditions means you abide by

Fittings Division

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