

# **RHED Model Management - Terms & Conditions**

## **1. Introduction**

1.1 These are the terms and conditions referred to in the Form (as defined below) and together with the Form are the entire agreement (the "Agreement") between you, the client, and RHED Model Management and registered in England and Wales (the "Agency").

1.2 The Agreement shall become binding once the Agency has received back a signed copy of the Agency's booking confirmation form, containing the specific terms of the booking (the "Form"). However, should the Form not be received or signed, but you proceed with the booking, you will be deemed to have accepted the terms of this Agreement.

1.3 Where there is a conflict between the terms herein and the terms as set out in the Form, the terms in the Form shall take precedence.

## **2. Engagement**

2.1 Unless Set out in the Form, in consideration for the payment and receipt by the Agency of the fees as set out in the Form (the "Fees"), you shall be entitled to use one image via a single published medium for one year or for a single season in the case of a fashion booking from the date of the booking, in the United Kingdom only, for the initial permitted use.

## **3. Provisional bookings**

Provisional bookings will be automatically cancelled if they are not confirmed by you (by returning the Booking Form) within 24 hours of the proposed booking.

## **4. Fees**

### ***4.1 Fees are charged as follows:***

4.1.1 by day, where a 'day' is an 9-hour period (including one hour for lunch) between 9am and 5pm;

4.1.2 an extra hour between 9am and 5pm is charged at the normal hourly rate.

4.1.3 the appropriate overtime rate is charged before 9am and after 5pm, being one-and-a half times the hourly rate;

4.1.4 Saturdays are charged at one-and-a half times the hourly rate and Sundays or Bank Holidays are charged at double the hourly rate;

4.1.5 any booking which is over 5 hours will be charged at the day rate.

4.1.6 travel expenses and/or overnight accommodation will be payable by the client. Options are to be discussed with the Agency.

4.1.7 travel time the model incurs to or from a client's venue will be charged at half the hourly rate. Unless agreed otherwise.

4.2 Any expenses incurred by the Agency on the Model's behalf will be charged to the client and will include an uplift of 12.5% of the total amount of the expenses.

***4.3 In relation to location bookings:***

4.3.1 you must provide transport for the model both to the booking location and back again unless agreed otherwise. If you fail to provide such transport then the Agency shall be entitled to re-charge the cost of the transport procured for the model.

4.3.2 you will make a health and safety assessment of the location and shall notify the Agency of any potential risks and how these have been mitigated. You acknowledge 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.

**5. Additional fees**

***5.1 Additional fees are payable in relation to:***

5.1.1 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 initial permitted use, e.g. packs, posters, showcards, record covers, swing tickets 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 Twitter, Facebook, Instagram, YouTube, Vimeo, Blogs or other social networking websites or media. 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 advertised day rate as determined by the Agency unless determined otherwise by the Agency in its absolute discretion;

5.1.2 subject always to the Agency's prior consent, for the right to use the model's image or reproductions etc, as set out in clause 4.1.1 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 one year or one season (as determined by the Agency at the date of booking) from the date of booking. Under no circumstances will each 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;

5.1.3 for other services to be supplied by the model, for example, personal appearances for PR purposes. Fees for such services will be negotiated on a case by case basis between the client and the Agency.

5.2 The Agency is solely responsible in perpetuity, for all modifications, extensions and renewal of bookings.

## **6. Agency Fees**

6.1 Where bookings are negotiated by the Agency in relation to Equity contract TV commercials in the United Kingdom, the Agency shall negotiate the model's fee from which the Agency shall take a commission of 30.00% of the invoice total.

## **7. Social Media**

7.1 The Agency must be credited on all imagery and/or video published on social media, unless discussed otherwise. This credit can be applied in a caption, comment, tag or otherwise. Social Media 'Stories' are also applicable unless discussed otherwise with the Agency.

7.1.2 The agency must be credited using the username "@rhedmodelmanagement" via Instagram. The 'credit tag' may vary depending on the social media platform used, other credit will be required if the above is not applicable.

7.1.3 Credit in the form of "model's name or username" represented by "the Agencies name or username" should be used wherever a credit is applied.

7.1.4 Permission from the model must be granted in order to use their name and social media username "@username" when credit is applied.

7.1.5 Credit must be accessible/clickable, and must link to the model(s) profile (if applicable), as well as the Agencies social media platform. The Agency has the right to the removal any credits/tags regarding the Agency and/or model at any time.

7.1.6 This credit should be included in any reposts or third party sharing, solely if permission is granted by the client. This does not apply if 'posts' are shared without the clients permission.

## **8. Invoicing**

8.1 Invoices are payable by you within 30 days of the date of the invoice, unless otherwise stated in the Form.

8.2 The Agency reserves the right in its sole discretion to invoice the 'ultimate client', in such cases where you have booked a model on behalf of the ultimate client, in which case you and the ultimate client are jointly and severally liable to pay all of the Fees and settle the invoice accordingly.

8.3 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.

8.4 Any amounts not paid on time, in accordance with the relevant invoice shall bear interest both before and after any judgment at five per cent per annum 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.

8.5 In the event that you are providing the services on behalf of or to a third party end user, you will be acting in the capacity of an agent of such third party end user and the you shall procure that the third party end user:

8.5.1 enters into an agreement with you on terms no less onerous than as set out herein;

8.5.2 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

8.5.3 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.

8.6 Any fees received by you from a third party end user relating to any of the rights or benefits conferred on you by these terms and conditions shall be deposited in a designated Agency account by you (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 you are paid in accordance with the terms of this Agreement.

## **9. Exclusivity fees**

Unless otherwise agreed, the model is supplied 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 your responsibility to carry out any research and check whether the model supplied has undertaken or is booked to undertake any conflicting work.

## **10. Cancellations**

### ***10.1 Should you cancel a booking:***

10.1.1 within 24 hours of the booking call time, the full booking fee will be charged and payable by you unless the same model is booked within 24 hours of the cancellation in which case half the booking fee will be charged and payable;

10.1.2 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.

10.2 The full booking fee will be charged and payable by you 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.

### ***10.3 Should the Agency wish to cancel a booking:***

10.3.1 then it shall use reasonable endeavours to provide you with reasonable notice, take steps to offer a suitable replacement and/or substitute and take such other reasonable steps as are reasonably practicable to mitigate against such cancellation;

10.3.2 it shall be entitled to do so at any time and for any reason prior to the booking date without liability to you and you shall 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 you for any costs incurred as a result of such cancellation.

### ***10.4 Should a booking be cancelled due to weather:***

10.4.1 on the first occasion of cancellation half the booking fee is charged and payable by you unless you fail to cancel in time to prevent the model's attendance in which case the full booking fee shall be charged and payable;

10.4.2 on the occasion of the second cancellation and any subsequent cancellations the full booking fee shall be charged and payable by you.

## **11. Model care and safety**

11.1 You are responsible for the provision of all meals and beverage requirements of the models (taking into account dietary requirements) during any bookings.

11.2 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 pornographic, derogatory, or a cause of ridicule or embarrassment to the model. The image must not be altered or distorted.

11.3 Subject to the above restrictions, behind-the-scenes filming is permitted on condition that the model is hair-and-make-up ready. You shall ensure that the model is treated with respect and professionalism and that you take all steps necessary to ensure that the safety, health and wellbeing of the model is protected and maintained at all times whilst providing the services hereunder. Such steps shall include without limitation:

11.3.1 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;

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 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 your venue as if he/she were your employee;

11.3.4 ensuring that all of the people and organisations which are engaged by you in relation to the delivery of the services are suitably qualified, experienced and professional;

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

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.

## **12. Warranties and Indemnities**

12.1 You warrant and represent to the Agency that:

12.1.1 you have full capacity to enter into these terms and conditions and perform your obligations set out hereunder;

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

12.1.3 you will take all steps necessary to ensure that the model is protected and treated in accordance with all applicable laws, good industry practice and clause 12 above;

12.1.4 you have all necessary permits, licences and consents to enter into and to perform your obligations under this Agreement 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 you 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.

12.2 You shall indemnify the Agency and keep the Agency indemnified against all costs, expenses, damages and losses suffered or incurred by the Agency (including but not limited to all legal costs and expenses on a full indemnity basis) arising out of or in connection with:

### ***12.2.1 any breach of this Agreement;***

12.2.2 any claim brought by a third party against the Agency, as a result of the your 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

12.2.3 any breach 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.

### **13. 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.) is exploited for reporting purposes only. You are responsible for ensuring that all photographers present are aware of this condition and you 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.

### **14. Music videos, Promotional films**

All Fees will be negotiated, structured and paid as agreed on a case by case basis. If not booking direct, the client (usually the music company) will be invoiced by the Agency as the ultimate client.

### **15. Test and experimental photography**

Unless otherwise agreed in writing a photographer may not use test or experimental photography, or allow others to use, test and/or experimental photographs, or test commercials for commercial purposes.

### **16. Intellectual property rights**

16.1 You and/or the photographer, as well as anyone else that may obtain any rights in any images of the models, shall be restricted from any usage beyond that agreed or permitted under the above clauses. You agree and shall procure that the agreement of the photographer to restrict the use and exploitation of the copyright content of the photograph or any other intellectual property rights. If you are not the photographer, you shall draw the terms set out in this Agreement to the attention of the photographer and procure his agreement to them before the shoot commences.

16.2 All rights not expressly granted to you under this Agreement are hereby reserved to the Agency and/or the model as appropriate. In particular, you acknowledge and agree that the Agency is the owner or licence holder of all commercial rights and intellectual property rights relating to the model and neither you or the Agency shall 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 you under this Agreement.

16.3 You acknowledge and agrees that the Agency and the model may use the images resulting from any booking in any form whatsoever, solely in order for the model and the Agency to promote the model and in the search of future job opportunities for the model. The model and the Agency acknowledge and agree not to exploit the images for commercial purposes, other than as set out in the Form and this Agreement.

## **17. Liability and insurance**

17.1 Neither party excludes or limits its liability under these terms and conditions for death or personal injury caused by its negligence, fraudulent misrepresentation; or any other type of liability which cannot by law be excluded or limited

17.2 Subject to clause 19.1, 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;

### ***17.3 The Agency shall not be liable for:***

17.3.1 loss of business, use, profit, anticipated profit, contracts, revenues, goodwill or anticipated savings;

17.3.2 product recall costs;

17.3.3 failure by the model to attend a booking for whatever reason;

17.3.4 damage to the client's reputation; or

17.3.5 any consequential, special or indirect loss or damage, even if the Agency has been advised of the possibility of such loss or damage

17.4 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

17.5 You shall effect and maintain (and ensure that any underlying client effects and maintains) throughout the continuance of this Agreement insurance policies which provide appropriate coverage adequate enough to cover all liabilities and risks of the client that may arise under this Agreement. Such insurance policies shall include without limitation:

17.5.1 cancellation insurance to protect against the potential liabilities which the Agency and the client may incur as a consequence of the provisions set out under clause 10;

17.5.2 protection in favour of the model and the Agency in the case of damage, injury or loss be caused by the model's inability to attend the booking or whilst the model is providing services to the client; and



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

## **18. Contract and authority**

Only the Agency shall have the right to negotiate the Fees, matters relating to the use of the model's image, any other services supplied by the model. You shall not attempt to negotiate, nor allow others to negotiate, with the models directly. Any agreement obtained from the model by you or a photographer, either verbally or in writing, outside of the scope of this Agreement, shall not constitute a variation of this Agreement and shall not be binding on the model or the Agency, unless and until it is agreed in writing by the Agency at its sole and absolute discretion.

## **19. Complaints and disclaimer**

Complaints must be reported to the Agency as soon as possible (preferably before the services have been delivered), setting out the circumstances that have given rise to such complaint. Whilst the Agency will use reasonable endeavours to ensure that the models provide a satisfactory and efficient services 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.

## **20. Force Majeure**

The Agency shall have no liability for any delay in performing or failure to perform any of its obligations hereunder which is due to any matter beyond its control including without limitation fire, flood or catastrophe, acts of God, insurrection, workforce action, war or riots, and the Agency's obligations under this Agreement shall be suspended for so long as such matter continues.

## **21. General**

21.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties.

21.2 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

21.3 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. Furthermore, you acknowledge and agree that you have not been induced to enter into this Agreement by

any representations, statements or promises made or given by or on behalf of the Agency outside of this Agreement.

21.4 Except as expressly set out under this Agreement, 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.

21.5 Except as and to the extent expressly otherwise specified in this Agreement, the rights and remedies contained herein are cumulative and are not exclusive of any rights or remedies provided by law.

21.6 The parties agree to keep, and to instruct its agents, employees, advisers and sub-contractors with knowledge hereof to keep this Agreement strictly private and confidential and not to disclose any details relating to the same, subject to disclosure in the following circumstances:

21.6.1 to enable enforcement of the party's rights;

21.6.2 with the prior written consent of the other party; or

21.6.3 as required by any applicable law.

21.7 This Agreement constitutes the entire agreement between the parties and supersedes any previous agreement or arrangement between the parties relating to the subject matter hereof.

21.8 No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

21.9 Except where these terms and conditions expressly provides otherwise, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999. Notwithstanding the aforementioned, the client acknowledges, accepts and agrees that the Agency has entered into this Agreement for the benefit of itself and the model and accordingly the model shall be entitled to enforce the terms and conditions within this Agreement.

21.10 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

21.11 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

21.12 If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

21.13 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

21.14 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).