

## Booking Form

|                        |  |
|------------------------|--|
| Client Name:           |  |
| Client Address:        |  |
| Contact Name:          |  |
| Contact Telephone No.: |  |
| Email address:         |  |

|   |  |
|---|--|
| Candidate:  |  |
| Booking Fee:  |  |
| Booking Details:  |  |
| Travel arrangements including accommodation details where applicable: |  |
| Additional Usage Fee:   |  |
| Exclusion Fee:  |  |
| Fashion Show/Video Fee:   |  |

**We hereby agree that all bookings made through SOEL The Agency are governed by the attached Terms and Conditions.**

|                   |  |
|-------------------|--|
| Client Signature: |  |
| Name:             |  |
| Date:             |  |

Please ensure that the Booking Form is signed and returned to us before the scheduled booking date.

SOEL The Agency

### **Client Terms and Conditions**

All Clients should read and understand the following before Booking a Model.

As required by the Agency Worker's Regulations the Booking Form, containing the terms of the Booking must be signed and returned by the Client before the shoot date. Failure to do so may result in the cancellation of the Model and the Booking.

### **Definitions**

"Additional Usage Fees" is a reference to a fee which is in addition to the Booking Fee for the right to additional use of any photographs as described further in the Terms and Conditions;

"agreement" is a reference to these Terms and Conditions, any Booking Form and payment instructions provided to you;

"Booking(s)" is a reference to any bookings for Work that we may accept from you in accordance with these Terms and Conditions;

"Booking Fee" is a reference to the fee quoted by us for the Work and which is set out on the Booking Form;

"Booking Form" means the form which a Client is required to complete and which is set out at the front of these Terms and Conditions and calculated in accordance with these Terms and Conditions;

"Client" "you", "your" and "yours" are references to you the business which is seeking Models for Work;

"Model(s)" is a reference to the models who are registered with us for Work;

"Services" means the model booking service that we provide to you;

"Terms and Conditions" means the terms and conditions set out in this document;

"Work" is a reference to the model and acting work that we source for our Models from time to time;

"we", "us", "our", "our agency" and "the agency" are references to SOEL The Agency of 55 Somerset Avenue, Chessington, Surrey KT9 1PW.

**Booking Fee** In general Booking Fees cover the right to use one image per Model for one year from the date of booking in the UK only for the initial permitted use. Overseas coverage must be specified and authorised in writing at the time of booking. Any additional use required is subject to an Additional Usage Fee as described below.

Booking Fees are charged by the day or the hour as specified on the Booking Form. Where a Model is booked for less than a day the minimum Booking Fee shall be 2 hours.

The Models time will be charged at the hourly rate unless a full day booking has been pre-arranged in writing.

Extra half hours shall be paid at the applicable half hourly rates.

Equity contracts for television excluded the day booking is for a 7hr period including a 1hr lunch break .Unless otherwise agreed the minimum booking is 2hrs.Both agency fees and model fees will be invoiced by the agency, unless otherwise agreed at the time of booking .VAT and any agreed expenses will be added where appropriate.

SOEL the Agency do not offer refunds on Bookings. It is your responsibility to ensure that a Model selected by you is suitable for the Work. We cannot accept any liability if you later discover that the Model is unsuitable.

Repeat buyout fees/usage per channel, to be added on all featured children, must be agreed at the time of Booking and shall be as specified on the Booking Form.

The Agent's fee of 20% of the Booking Fee is added to all Booking Fees plus expenses and VAT.

### **Overtime**

Overtime may be added to any Booking Fee which shall be calculated as follows:

- (i) Overtime rates apply before 9am, after 6pm and all bookings over 7 hours.
- (ii) The overtime rate is one and a half times the normal hourly rate between 1700 hours and 2400 hours
- (iii) A special rate is negotiated for night work between 2400 hours and 0900 hours.
- (iv) Saturdays are charged at one and a half times the normal hourly rate.
- (v) Sundays and Bank holidays are charged at double the normal hourly rate.

### **Travel**

All travel costs must be reimbursed by you provided it is accompanied by a valid receipt and will be included in the final invoice. If a parent or chaperone is driving, petrol must be reimbursed by you at the standard rate of 40 pence per mile. This is calculated from the home postcode to the shoot location postcode, sought from the AA route finder.

### **Location Bookings /Travel/Meals**

Travel expenses for location Bookings are to be paid in full up front by the Client. Return travel and any accommodation arrangements are to be stated clearly by the Client at the time of Booking. Travel arrangements must be provided to us prior to the Model attending the Work. If a Model on location is prevented from returning to London to undertake further work in the same day, half the daily Booking Fee shall be charged in addition to the normal Booking Fee.

Adequate changing facilities for Models must be provided at all locations.

### **Fittings**

We shall be entitled to charge for attendance at fittings at half the hourly rate subject to a minimum fee of £25 per hour.

### **Provisional Bookings**

All provisional Bookings will be cancelled automatically if they are not confirmed within 24 hours of the proposed Booking or if a definite Booking is offered and the provisional Booking cannot be confirmed.

### **Cancellations of Bookings.**

*Cancellations by a Client:*

If a Booking is cancelled within one working day of the starting time the full Booking Fee will be charged unless the same Model is re-booked by the same Client within a 24 hour period, in which case 50% of the Booking Fee will be charged.

If a Booking is cancelled outside the one working day period but within two working days of the starting time 50% of the Booking Fee will be charged.

For trips and Bookings in excess of one day, if the Booking is cancelled within a period equal to the length of the Booking then the full Booking Fee is charged.

"Weather permitting bookings" -At the first cancellation, 50% of the Booking Fee is charged unless the Client fails to cancel in time to prevent the Model's attendance,

when the full Booking Fee is payable. If the Booking is cancelled for a second time the full Booking Fee is charged.

*Cancellations by a Model:*

If a Booking is cancelled due to illness or some reason beyond the control of the Model or agency, then upon production of appropriate evidence such as a Doctor's certificate, neither the agency nor the Model shall be liable for any cancellation charges or costs of the Client.

Where a Model cancels at short notice due to ill health or for some other unforeseen event, we will use our reasonable endeavours to source a suitable alternative Model for the Booking.

**Additional Usage Fees**

Additional Usage Fees are payable for the right to use the photographs, reproductions or adaptations thereof for all known anticipated purposes which shall be in addition to the initial media permitted use. The Additional Usage Fees cover the right to use an image for one year from the date of booking in the U.K. only for the additional purpose or purposes agreed with the Model or it may cover the right to use the photographs either complete or in part either alone or in conjunction with other photographs in territories other than the U.K which are specified at the time of the Booking.

Additional Usage Fees are to be negotiated with the agency and must be requested at the time of Booking. Additional Usage Fees are in addition to the Model's Booking Fee.

It is the Client's responsibility to notify the agency of the requirement for additional usage.

Photographs may not be used until all Booking Fees including Additional Usage Fees are paid in full.

**Copyright**

The Client is not entitled to use test shots and experimental photographs for commercial purposes without prior approval. The Client is required to obtain a similar undertaking from the photographer before commencement of the shoot.

**Other Fees**

An extra fee ("Exclusion Fee") is payable when the Work involves using a product that precludes the Model working for competing products. It is the Client's responsibility to check whether conflicting work has been done. If the Model advertises a product he/she shall be free to undertake work for any competitor unless an Exclusion Fee has been paid by the Client.

**Fashion Shows/Videos**

For fashion shows or videos a fee shall be payable by the Client which shall give the Client the right to make use of the Model's services on the catwalk for the specified show and the right to use photographs and video the show for reporting purposes only. Any other usage must be negotiated at the time of Booking. These fees shall be in addition to the normal Booking Fee.

**Unusual Conditions or Requirements**

The Client must notify of any extraordinary conditions or requirements that it may have of Models at the time of Booking. This would include for example requiring a Model to work in extreme weather conditions for a shoot.

**Payment Terms**

We shall be entitled to invoice you for all applicable fees within 5 days of the day the Work has been completed. Invoices will include the Booking Fee, expenses, additional fees or charges, our fee of 20% of the Booking Fee plus VAT. All invoices must be paid by you by BACS to our nominated bank account or by cheque made payable to "SOEL The Agency Client Account" within 28 days of the date of invoice. We reserve the right to invoice the `ultimate client`. All fees are for the right to use pictures and once agreed, are payable whether or not the use is appropriated .

Failure to pay on time will result in late payment charges equivalent to interest on the late payment which shall be calculated on a daily basis at a rate of 5% over our bank's lending rate from the date the payment was originally due until the date of actual payment. We may also instruct a debt collection agency or solicitor to collect payment (including any interest and/or late payment charges) on our behalf. In such circumstances you will be liable to pay an additional sum to us which will not exceed the reasonable costs that we may incur to pay the debt collection agency or solicitor, who will add the sum to your outstanding debt on our behalf.

### **Insurance**

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 a Model were an employee of the Client .The Client must have in place at all times public liability insurance, employer's and occupier's liability insurance with a reputable insurance company. Proof of insurance cover must be provided upon our request. The Client is advised to insure against any losses, which might result if the Model does not attend a Booking because of ill health or some unforeseen circumstances as we cannot accept liability for any losses that you may incur as a result.

### **Performance licence**

Under The Children`s and Young Persons Act 1963 (as amended and the related Children's (Performance) Regulations) you are required to obtain a performance licence for all children under 16 years of age who you engage to perform. It is your responsibility to obtain a performance licence for any Model booked through us who is below the age of 16 years. Please note it can take 5-10 working days to obtain a licence depending on the Local Council involved. We may, if requested by you and where we agree, apply for a performance licence on your behalf in which case we reserve the right to charge an administration fee for processing the application.

### **Disputes or Complaints**

Should an issue arise with a Model during the Work which you are unable to resolve with the Model directly please advise us immediately. We will liaise with the Model and use our reasonable endeavours to resolve the dispute or complaint to the reasonable satisfaction of all parties .Complaints cannot be considered in retrospect.

### **Limitation of Liability**

We do not warrant or guarantee the suitability of our Models for your project or Booking. It is entirely up to the Client to assess the Model's suitability for the Work prior to the Booking. We disclaim any and all liability to you for the supply of the our services and any Models to the fullest extent permissible under applicable law. If we are found liable for any loss or damage to you such liability is limited to the amount you have paid for the relevant Booking. We cannot accept any liability for any loss, damage or expense, including any direct or indirect loss such as loss of profits, to

you howsoever arising. This limitation of liability does not apply to personal injury or death arising as a direct result of our negligence.

We shall not be held liable for any failure or delay on our part where such failure or delay arises as a result of any act or omission which is outside our reasonable control such as an act of God or those of third parties.

We shall not be liable for any misrepresentations other than fraudulent misrepresentations.

### **General**

We may subcontract any part or parts of delivery of our services that we provide to you from time to time and we may transfer our rights and/or obligations under this agreement without your consent or any requirement to notify you. You are not entitled to transfer or assign any part of this agreement without our express written consent.

The Terms and Conditions, the Booking Form and payment instructions constitute the entire agreement between you and us. No other terms, statements, representations or promises whether expressed or implied shall form part of this agreement. In the event of any conflict between these Terms and Conditions and any other term or provision, these Terms and Conditions shall prevail.

If any term or condition of our agreement shall be deemed invalid, illegal or unenforceable, the parties hereby agree that such term or condition shall be deemed to be deleted and the remainder of the agreement shall continue in force without such term or condition.

These Terms and Conditions and our agreement shall be governed by and construed in accordance with the laws of England and Wales. The parties hereto submit to the exclusive jurisdiction of the courts of England and Wales.

No delay or failure on our part to enforce our rights or remedies under the agreement shall constitute a waiver on our part of such rights or remedies unless such waiver is confirmed in writing.

It is not intended that the undertakings and obligations of the parties set out in this document shall be for the benefit of and capable of being enforced by any other person by virtue of the Contracts (Rights of Third Parties) Act 1999.