

Adult Model Terms and Conditions

Issued by Stanleys Model talent Management Ltd (known as 'Stanley Models'), registration number 14923594, whose registered address is at Alexandra House, 43 Alexandra Street, Nottingham, NG5 1AY (the 'Agency'); is an employment agency, for Models, Actors, and Supporting Artists 'Model Talent' who are engaged on a self-employment basis.

Any third party (the 'Client') in which 'Stanleys Model Management Ltd' acts as an 'Agency' for the 'Model Talent' to secure chargeable work.

'Term' refers to the period of time this disclosure is legally binding for "two calendar years from the date of receipt of signing". A renewed 'Term' will be provided for signing prior to the end of this period.

CONFIRMATIONS AND AGREEMENTS

- i. The Model Talent agrees to be bound by these terms & conditions, and to comply with instructions given to the Model Talent by any member of staff of the Agency.
- ii. The Model Talent agrees to be bound by these terms & conditions, and to comply with instructions given to the Model Talent by any member of staff of the Agency.
- iii. The Model Talent agrees they are not on the sex offenders register and the Model Talent has never been subject to any disciplinary action or sanction relating to vulnerable groups.
- iv. The Model Talent agrees to co-operate with any request from any production company to obtain a criminal records check.
- v. The Model Talent agrees that either they are not knowingly allergic to any make-up or prosthetics, or they have informed us in writing.
- vi. The Model Talent agrees that there are no material facts which the Model Talent considers ought to be disclosed and could be pertinent to the Model Talent's engagement, or likely to cause illness injury or damage to the Model Talent or others, or the Model Talent has informed us in writing of such facts.
- vii. The Model Talent confirms that they Model Talent is legally entitled to live and work in the UK.
- viii. The Model Talent confirms that the Model Talent must inform the Agency immediately if the Model Talent's right to live and work status in the UK changes.
- ix. The Model Talent agrees the Agency reserves the right to negotiate within the structure of these terms and conditions.
- x. The Model Talent agrees it is solely the Model Talent's responsibility to inform the agency on any changes, moving forward, to any of the below:
 - a. The Model Talent understands the Model Talent is self-employed and responsible for the Model Talent's own tax and national insurance, and the Model Talent must register as such.
 - b. Unless the Model Talent is exempt and has a valid exemption certificate – photocopy required.
 - c. Under the General Data Protection Regulation (GDPR) Act 2018, the Agency is the data controller of all your details the Agency holds. The Agency will use the Model Talent's details only for purposes related to these terms & conditions, or as agreed by the Model Talent or permitted by law, including contacting the Model with offers of castings, bookings and details of other productions the Agency is casting for, and about other services related to the Model Talent bookings.
 - d. The Agency will use appropriate measures to keep the Model Talent details safe and secure.

REPRESENTATION

- i. The Model Talent agrees that the Agency acts as an employment agency and grants the Agency sole authority to collect, on behalf of the Model Talent all gross income arising from any Assignment(s) negotiated by the Agency throughout the Term.
- ii. The Agency does not charge a joining fee.
- iii. The Model Talent recognises and agrees that the Agency cannot guarantee that the Model Talent will receive any work as ultimately the final casting decision rests with the Client and not the Agency.

- iv. The Model Talent recognises and agrees that no representations have been made to them by the Agency that have given such a guarantee, and, for the avoidance of doubt, the Model Talent agrees that the Agency has not and will not charge the Model Talent for representation during the Term of this agreement.
- v. The Model Talent recognises and agrees that once you have responded to an availability check from the Agency, stating you are available for either a casting or booking, you are immediately on a pencil.
- vi. The Model Talent recognises and agrees that you must contact the Agency if you are offered work elsewhere on the same pencilled dates, so that the Agency can either confirm or release you from that casting or booking.
- vii. The Model Talent recognises and agrees that once you are on a pencil from the Agency, the Agency has first refusal on your diary.
- viii. The Model Talent recognises and agrees that the Agency will contact the Model Talent when a decision of confirmation or release has been made by the Client on the pencilled artists. Until such time, the Model Talent remains pencilled for the casting or booking on the dates requested.

RATES, PAYMENTS AND COMMISSION

- i. The Model Talent recognises and agrees they will be quoted the fee that the Agency is charging to the Client as well as the final fee owed to you the Model Talent, so you the Model Talent are aware that the Agency is not taking more than 25.00%.
- ii. The Model Talent recognises and agrees that 25.00% will be deducted by the Agency from the gross fee for the Assignment(s).
- iii. To sum up: The fee quoted is the fee you the Model Talent will receive less 25.00% commission.
- iv. The Model Talent recognises and agrees that usage will be applied when applicable and the Agency will endeavour to secure additional fees, but this cannot be guaranteed.
- v. The Model Talent recognises and agrees that all payments will be made to the Model Talent via BACS transfers, a payment remittance statement will be sent to you the Model Talent via email in advance of the payment.
- vi. The Model Talent recognises and agrees they must update the agency on any changes in bank account information.
- vii. The Model Talent recognises and agrees that the Agency cannot be held responsible for any payments via BACS transfer to an incorrect account number and sort code.
- viii. The Model Talent recognises and agrees that the Agency will endeavour to reclaim any monies lost in transaction to an incorrectly provided account number and sort code, however they cannot be held accountable if there is no success in reclaiming such funds.
- ix. The Model Talent recognises and agrees that the Client is the employer, therefore any payments for an Assignment(s) can only be made to the Model Talent on receipt of payment from the Client to the Agency.
- x. The Model Talent recognises and agrees that the Agency will pay no later than 10 working days (Monday – Friday) after clearance of the Client's payment.
- xi. The Model Talent recognises and agrees that the Agency operates a fortnightly payroll on a Monday (or a Tuesday on Bank Holidays when applicable).
- xii. The Model Talent recognises and agrees that the Agency cannot be held responsible for payment of monies owed to the Model Talent by the Client if the Client goes into liquidation or withholds payments from the Agency for any reason.

- xiii. The Model Talent recognises and agrees that when requested for by the agency, the Model Talent must inform the Agency in writing what hours they have worked on an assignment and provide evidence / receipts for any additional expenses that they have incurred (agreed in advance at the booking confirmation stage).
- xiv. The Model Talent recognises and agrees that the Agency cannot be held responsible to any overtime or expenses missing from the invoice if the Agency has not been notified by the Model Talent within 72 hours of the Agencies request.

HEALTH AND SAFETY

- i. The Model Talent recognises and agrees it is not the responsibility of the Agency to ensure the Model Talent's safety whilst undertaking any Assignment(s) with a Client.
- ii. The Model Talent recognises and agrees to comply with all rules and regulations, including those pertaining to Health & Safety, that are in place at the Agency and at any premises or locations where any Client Assignment(s) are undertaken.
- iii. The Model Talent recognises and agrees that the Agency cannot be held responsible or liable for any injury or accident that may occur to the Model when travelling to, from or during any Client Assignment(s) they undertake on behalf of the Agency.
- iv. The Model Talent recognises and agrees it is the Model Talent's responsibility to have Basic DBS certification.
- v. The Model Talent recognises and agrees it is the Model Talent's responsibility to renew the Basic DBS certification and if applicable Enhance DBS certification when expired.
- vi. The Model Talent recognises and agrees it is the Models Talent's responsibility to have an Enhanced DBS certification when any Client Assignment(s) include the welfare of a minor (under the age of 16) which shows the Model Talent has no unspent convictions for offences contained within the Sexual Offences Act 2003.

MODEL AND AGENCY UPDATES

- i. The Model Talent recognises and agrees that it is the responsibility of the Model Talent to notify the Agency of any changes to the Model Talent's personal details (including but not limited to a change of name, a change of postal address, a change of email address, a change of telephone numbers, a change of bank details, a change in measurement details).
- ii. The Model Talent recognises and agrees that it is the responsibility of the Model Talent to notify the Agency of any changes to the Model Talent's appearance (including but not limited to a change of hair style and/or colour, a change in weight, a change in appearance due to cosmetic surgery, any addition of a tattoo or piercing).
- iii. The Model Talent recognises and agrees to update the images provided to the Agency as a minimum of every 12 months.
- iv. The Model Talent recognises and agrees to update the images provided to the Agency should the Agency deem a significant change in their appearance has taken place.
- v. The Model Talent recognises and agrees to supply the Agency with images used to promote the Model Talent on the Agency website, in printed material or social media channels operated by the Agency to be cleared of copywrite.
- vi. The Model Talent recognises and agrees to grant the Agency a worldwide non-exclusive licence to use any supplied photos in any media for the purpose of finding you work until such photos are removed from the Agency website.

- vii. The Model Talent recognises and agrees to further indemnify the Agency against any third-party claims brought against the Agency in respect of any photos the Model Talent supplies.
- viii. The Model Talent recognises and agrees in the course of registering with the Agency, the Model Talent hereby grants consent to the use of the Model Talent's likeness in the photos in any media worldwide in perpetuity for the purpose of finding the Model Talent work, and for the promotion of the Agency.
- ix. The Model Talent recognises and agrees to notify the Agency when the Model Talent is not available for work or when taking annual holidays.

CODE OF CONDUCT

- i. The Model Talent recognises and agrees to agree to always be on time for the booking.
- ii. The Model Talent recognises and agrees to notify the Agency or the Client immediately of any delays.
- iii. The Model Talent recognises and agrees that if the Model Talent is late, the Client and Agency cannot be held responsible for the Model Talent's loss of earnings.
- iv. The Model Talent recognises and agrees to act in a professional manner at all times, and to arrive in plenty of time for the booking, obtaining good workable condition clothes and accessories if necessary when asked for by the Client.
- v. The Model Talent recognises and agrees that if any shots / video footage shots cannot be used for any reason because of the Model Talent (including but not limited to a change of appearance, the Model Talent's unprofessionalism), the Model Talent may be liable for the re-shoot costs and other related costs (including but not limited to retouching, photographers time, other artist/s time on booking).
- vi. The Model Talent recognises and agrees that if the Client provides negative feedback with the work and professionalism displayed by the Model Talent, the Agency cannot be held responsible for monies not received by the Model Talent.
- vii. The Model Talent recognises and agrees that if the Client provides negative feedback for the work displayed by the Model Talent, the Agency and the Client may also be entitled to recoup any lost earnings.
- viii. The Model Talent recognises and agrees the Agency will always consider the comments by both parties (the Client and the Model Talent) before reaching any conclusion.
- ix. The Model Talent recognises and agrees that if the Model Talent provides less than 48 hours' notice or fails to go to a confirmed booking in breach of this agreement, the Model Talent will be held responsible for any fees incurred by the Client (including but not limited to other artists and loss of agency earnings).
- x. The Model Talent recognises and agrees that mobile phones and cameras are not permitted on set at any time. The Model talent recognises and agrees to switch phones onto silent when working and if the Model Talent must make a call whilst on a booking, to do so before the booking, after the booking or during a scheduled meal break. If the Model Talent cannot take a call during these times then the Model Talent must request permission from a senior member of the Client team.
- xi. The Model Talent recognises and agrees to not mention, promote or discuss any details regarding castings, auditions or bookings **BEFORE** the campaign has gone live and in the public domain without prior written approval from the Client.

TERMINATION OF CONTRACT

- i. The Model Talent recognises and agrees that if the Model Talent is deemed by the Agency to have posted derogatory and/or slanderous remarks on social networking sites and/or public forums which are of a demeanour to the Agency, the Agency has the right to terminate this Agreement immediately.

- ii. The Model Talent recognises and agrees that if they receive any such complaint of aggressive and/or slanderous behaviour towards any other Model Talent represented by the Agency, to any member of staff within the Agency or to any member of staff employed by a Client, the Agency reserves the right to terminate the contract immediately.
- iii. The Model Talent recognises and agrees that if the Model Talent provides less than 48 hours' notice or fails to go to a booking on **two occasions with a 12-month period** the Agency reserves the right to terminate the contract immediately.
- iv. The Model Talent recognises and agrees to not approach any Clients directly during their representation by the Agency when first introduced to by the Agency. Should this be proven to be committed, the Agency will act in the court of law and the representation of the Model Talent by the Agency will be terminated immediately.
- v. The Model Talent recognises and agrees to not approach any Clients up to 6 months post the dated termination of the representation by the Agency, when first introduced to by the Agency. Should this be proven to be committed, the Agency will act in the court of law.
- vi. The Model Talent recognises and agrees that during this binding contract that the Model Talent will become aware of trade secrets and other confidential information related to the Agency, their businesses and their past, current, and prospective Clients.
- vii. The Model Talent recognises and agrees that the Model Talent must not disclose any such confidential information. Should this be proven to be committed, the Agency will act in the court of law and the representation of the Model Talent by the Agency will be terminated immediately.
- viii. The Model Talent recognises and agrees that if the Model Talent no longer wishes to be represented by the Agency, the Model Talent must inform the agency. The Agency requires a written and/or electronic confirmation of termination.
- ix. The Model Talent recognises and agrees that if the Model Talent provides written confirmation of the Model Talent's desire to terminate their representation with the Agency, the Agency reserves the right to retract any availability submissions to Client's and any pencilled dates for the Model Talent.
- x. The Model Talent recognises and agrees that if the Model Talent has been booked with any Client's in the next 28 days, the Model Talent must honour these bookings before the Model Talent is removed from representation with the Agency.
- xi. The Model Talent recognises and agrees that if the Model Talent refuses to honour bookings of the Model Talent for the next 28 days, the Model Talent will be held liable for any additional costs to the Agency and/or Client for loss of earnings or sourcing alternative Model Talents.

I, (PRINT FULL NAME _____) confirm I have been given a copy of this agreement and agree to the terms and conditions set out above.

Signed: _____

Date: _____