

## **Client Terms & 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.

### I. BOOKING CONFIRMATION

- As required by the Department of Employment regulations, Stanleys Model Management Ltd (Stanley Models) booking confirmation contract containing the terms of the booking will be issued for all bookings made by Clients.
- The booking confirmation form must be signed, dated and returned by the Client to ensure the model talent is secured for the proposed dates and times.
- The failure to sign, date and return the booking confirmation form whilst proceeding with the booking will be deemed to be an acceptance by the client of the terms of this Agreement, which shall apply to, bind the parties and govern the booking between Stanleys Model Management Ltd and the Client.
- Any amendment and/or variations made to the booking confirmation form by the Client shall not be valid and binding unless Stanleys Model Management Ltd has agreed in writing to such amendment and/or variation in advance.
- In the event of any inconsistency or contradiction between these terms and conditions and the booking confirmation form, the Data Processing Agreement or the Privacy Policy, these terms and conditions shall prevail and bind the parties.

### II. FEES

- For current up to date fees or you require a specialised quote, please contact the Stanleys Model talent Management Ltd. on 07850 202274 or via email at [info@stanleymodels.co.uk](mailto:info@stanleymodels.co.uk).
- The fee quoted to you, the 'Client' includes all agency booking fees set out by Stanleys Model talent Management Ltd.
- Additional charges quoted under the booking confirmation includes travel expenses and UK Value Added Tax at the 20.00% rate.

### III. OVERTIME, OVERNIGHT AND MODEL TALENT MEALS

- If a model talent has worked 15 minutes past the last hour scheduled in the booking confirmation form, an automatic hourly fee will be added to the invoice.
- Special rates for longer than 8 hours, evening and night work (between the hours of 18:00 and 08:00) are always by negotiation and must be agreed and signed for in advance in the booking confirmation form.
- Clients are responsible for the model talent's meals if they are either booked for an overnight stay or are booked outside of the standard working day (between the hours of 18:00 and 08:00).
- Food rate expenses will be invoiced at the following capped rates: £10.00 for breakfast meal, £15.00 for lunchtime meal, £20.00 for an evening meal.
- If a Client is supplying meals for the model talent, then it is the Client's responsibility to request dietary requirements from the model talent prior to the proposed booking date.
- Stanleys Model Management Ltd is not responsible if the Client fails to request dietary requirements in writing from the model talent for the proposed booking.
- Stanleys Model Management Ltd is not responsible if the model talent fails to provide medically correct dietary requirements for the proposed booking.

#### IV. WORKING DAY

- Stanleys Model talent Management Ltd operates a standard working day of 8 hours (either 08:00 to 16:00, 09:00 to 17:00 or 10:00 to 18:00).
- Stanleys Model talent Management Ltd also offers 'Short Day' (0-2 hr) or 'Half Day' (2-4 hr) rates.
- It is not permitted to book a model talent represented by Stanleys Model talent Management Ltd for less than 4 hours over the middle of the day (10:00 to 12:00) as this will unfairly restrict the model talent from working on another assignment.

#### V. CASTINGS

- Model talent Castings are available virtually via our own Microsoft Team platform or a platform of your choice (max 30 minutes) or in person (0-1 hrs only).
- Stanleys Model Management Ltd reserves the right to charge for the model talent's travel expenses for 'In person' castings; as either the total public transportation fee or the total mileage incurred at 0.45 pence per mile, or a combination of both if applicable.

#### VI. PROVISIONAL BOOKINGS

- Provisional bookings will be automatically cancelled if they are not confirmed within 24 hours of the proposed booking start time, or if a definite booking is offered and the provisional booking requested by the Client cannot be confirmed.

#### VII. PERMITTED USAGE

- Unless agreed in writing, the permitted use for photographs, moving images and/or footage is for editorial and experimental work only.
- For additional usage, a negotiable fee is required and must be agreed and signed by all parties in the booking confirmation form.
- No model talent photographs, moving images and/or video footage may be used unless a fee has been agreed with Stanleys Model talent Management Ltd.
- Unless otherwise specified in the booking confirmation form, all usage agreements will begin from the date of the first shoot date (if applicable).
- If the Client refuses to / has not paid the outstanding invoice balance, Stanleys Model Management Ltd. has the right to prevent the usage of photographs, moving images and/or video footage.

#### VIII. RENEWAL OR EXTENSION FEES

- It is the responsibility of the Client to notify Stanleys Model Management Ltd and negotiate renewal or extension fees.
- The Client does not have the automatic right to relicense the photographic or moving images.
- The renewal is subject to the prior agreement between Stanleys Model Management Ltd and the model talent.
- If the permitted usage outlined in the booking confirmation form has been breached by the Client, an initial request for an extension will be made by Stanleys Model talent Management Ltd from the date the usage ceased to resolve the arrangement.
- All usage renewals will be subject to a minimum inflation of 10% uplift per renewal period, subject to national inflation standards.

- Once agreed and signed for in writing, additional usage agreements cannot be retracted retrospectively by the Client.
- If the Client no longer wishes to use the imagery further, but the imagery is still clearly visible publicly, then a 5% of the original fee, per day, per model talent will be charged as a 'Penalty Fee' for a breach of initial usage agreement.
- If following the initial 'Penalty Fee', the imagery is still clearly visible, further legal action will be taken by Stanleys Model talent Management Ltd.

#### IX. FASHION SHOWS

- All fees quoted for catwalk models includes the right to make use of the model talent's services on the catwalk for the specified show, location and time they have been booked for, as well as the right to the use of photographs, moving images and footage of the show for reporting purposes only.
- Any other usage must be negotiated at the time of booking.

#### X. PAYMENT

- All bookings must be confirmed in writing by email to [info@stanleymodels.co.uk](mailto:info@stanleymodels.co.uk)
- All payments can be made by either SWIFT/ IBAN or BACS transfer only.
- Standard payment terms for new clients are due 7 days from the date of invoice.
- Further bookings will revert to our standard 28-day credit terms from the date of invoice.
- New and Overseas Clients requiring a high commitment of work from the Agency will be asked for a 25.00% deposit upon receipt of the booking confirmation.
- If a client fails to pay their invoice on time, Stanleys Model talent Management Ltd will issue a 'Final Demand' notice with a deadline of payment within 7 days (168 hours).
- If a client fails to meet the terms of this 'Final Demand' payment, a 10.00% of the total surcharge will be issued.
- Outstanding debts will be passed on to a debtor collection agency and the person who made the booking will be subject to all other costs incurred in obtaining settlement.

#### XI. CANCELLATION / AMMENDMENT

- If a booking is cancelled or amended at any point which requires the pre-payment of travel and/or accommodation by Stanleys Model talent Management Ltd; an invoice will be issued to cover the cancellation or amendment cost of the travel and/or accommodation.
- If a booking is cancelled prior to 7 days (168 hours) before the start of the booking, includes only a model talent booking fee and there is no prepayment of travel and/or accommodation – there will be no cancellation fee applied.
- If a booking is cancelled within 7 days (168 hours) before the start of the booking, includes only a model talent booking fee and there is no prepayment of travel and/or accommodation – a 50% cancellation fee will be issued.
- If a client wishes to address amending the cancellation period, then please do get in touch.

#### XII. COMPLAINTS

- If specific measurements or model talent aesthetic features are required for a proposed booking, please verify these are correct and current with Stanleys Model Management Ltd in writing before signing the booking confirmation form.

- Stanleys Model Management Ltd cannot be held responsible for incorrect measurements provided by the model talent.
- Stanleys Model Management Ltd cannot be held responsible for any changes in measurements or aesthetic feature changes once the booking confirmation form has been signed.
- Whilst every endeavour is made to provide satisfactory and efficient service to our clients, Stanleys Model talent Management Ltd cannot be held responsible for a model talent's conduct on an assignment.
- Should a client be unhappy with the model talent on the day of work, Stanleys Model Management Ltd must be notified by telephone on 07850 202274 and it documented in writing to [info@stanleymodels.co.uk](mailto:info@stanleymodels.co.uk) no less than 72 hours from the commencement of the first booking date (if applicable).
- Complaints cannot be considered unless these actions have been complied with.
- Stanleys Model Management Ltd will make every effort to remove the model talent from the premises immediately and invoice only the proportionate costs (both day rate fees and usage fees) incurred until the removal of such model talent.
- Under such circumstance, Stanleys Model Management Ltd will make every effort to replace the model talent that same day if required.

### XIII. MODEL TALENT CARE AND SAFETY

- Nude, semi-nude, see-through, bathing suit or lingerie photography require the express prior written approval of Stanleys Model talent Management Ltd.
- The use of the model talent's image must not be directly or indirectly scandalous, pornographic, derogatory, or a cause of ridicule or embarrassment to the talent. The images must not be altered or distorted.
- The client shall be solely responsible for ensuring the model talent is treated with respect and professionalism, and that all necessary steps are taken to ensure the safety, health and wellbeing of the model talent is protected, at all times by the client and/or any third parties engaged by the client in relation to the delivery of the services.
- Such steps shall include without limitation:
  - i. ensuring that the venue for the provision of the services and the working conditions is entirely safe and secure and maintained at a suitable temperature and allows the model talent to provide the services in compliance with all health and safety best practice, standards, regulations, codes and laws;
  - ii. allowing the model talent to take suitable and regular rest periods, to ensure the talent is able to maintain suitable amounts of rest and refreshment whilst delivering the services;
  - iii. each model talent represented by Stanleys Model talent Management Ltd. is entitled an uninterrupted 20-minute break every 6 hours by UK law;
  - iv. ensuring that all of the third parties engaged by the client in relation to the delivery of the services are suitably qualified, experienced and professional and treat the model talent in a professional and respectful manner;
  - v. ensuring that no one imposes upon the model talent any action, activity or environment which is either dangerous, degrading, unprofessional, unsafe and/or demeaning to the model talent;
  - vi. ensuring that the services are delivered and the model talent is treated in accordance with [The British Fashion Model talent Agents Association Code of Conduct](#) and/or any other codes of practice or guidance issued by Stanleys Model talent Management Ltd;
  - vii. providing the talent with an appropriate changing and dressing area to ensure that the talent can prepare for the provision of the services and also maintains their privacy.

#### XIV. INSURANCE

- The Client is responsible for the model talent's health and safety when the model talent is travelling, or providing services, in connection with the booking to the same extent as if the model talent were an employee of the client.
- The Client will maintain adequate insurance cover to underwrite its obligations to the model talent.
- Stanleys Model Management Ltd is not responsible if the model talent fails to attend the booking.
- The Client is advised to insure against any losses which might result if the model talent does not keep a booking because of ill health or another reason which prevents them from attending.

#### XV. CLIENT – AGENCY – MODEL TALENT RELATIONSHIP

- Under no circumstances will the Client approach any of the model talent's direct to work freelance when the model talent has been introduced by Stanleys Model talent Management Ltd. If this may be proven, then legal action will be taken.
- In concurrence, should a model talent represented by Stanleys Model talent Management Ltd approach Client directly to offer their services on a freelance basis, this must be declined by the client. If not and proven, then legal action will be taken.
- If a model talent has terminated their representation with Stanleys Model talent Management Ltd or had their representation terminated by Stanleys Model talent Management Ltd, a grace period of 6 months from the date of termination must be upheld before the Client or model talent can approach one another directly for work. If not and proven, then legal action will be taken.

#### XVI. JURISDICTION

- These terms and conditions for booking and all other matters connecting with the booking are governed by English Law.
- Any disputes will be settled in accordance with the law by a court in England.

#### XVII. COPYRIGHT

- The photographer is not entitled to use any of the images, moving images or footage they have taken for any usage beyond that what has been agreed and signed for in writing at the time of booking confirmation.
- The photographer agrees to restrict use of their copyright and, if the Client is not a photographer, the Client is to draw these terms and conditions to the attention of the photographer and obtain their agreement to them before the shoot commences.

#### XVIII. RESERVE THE RIGHT

- Stanleys Model Management Ltd reserves the right to negotiate within the structure of these terms and conditions.
- These terms and conditions are without prejudice to any claim against the Client.
- As a supplier of services, these terms and conditions take precedence over terms and conditions that may be received from the client even when those terms and conditions outline similar clauses to this.