

CLIENT'S TERMS AND CONDITIONS

1. As required by the Department of Employment regulations (UK) Plain Jane's booking form containing the terms of the booking must be signed and returned by the client. Until the booking form is completed, signed and returned by the client, the booking will remain provisional.
2. **DEFINITIONS:-**
Model and/or Talent shall be deemed to include Actors, Dancers and any other entertainers in any discipline or other person(s) supplied by Plain Jane.
3. **WORKING DAY:-**
Normal working hours are from 09.00 to 18.00 hours. A working day is 8 hours including 1 hour for lunch.
4. **PERMITTED USE:-**
In general, booking fees cover the right to use one image for one year from the date of the booking, in the UK only, for the initial permitted use, unless specifically authorised in writing for overseas use, meaning world-wide.
5. **DAILY/HOURLY RATE:-**
Booking fees are charged by the day or by the hour, or on some other basis, for example, a set fee for a catwalk show (minimum 2 hour booking).
6. **OVERTIME:-**
Overtime rates apply before 09.00 and after 18.00 hours and on all bookings over 8 hours.
 - a) The overtime rate is 1½ times the normal hourly rate between 18.00 and 24.00 hours.
 - b) A special rate is negotiated for night work between 24.00 and 09.00 hours, normally related to pop video production and live concerts and performances.
 - c) Work on Saturdays is at one-and-a-half times the normal rates.
 - d) Work on Sundays and Bank Holidays are at double the normal rate.
7. **FEES FOR FITTINGS:-**
Fees to be 50% of the hourly rate. To be discussed with overseas clients at the time of the booking.
8. **TRAVEL TIME and EXPENSES:-**
Where applicable travel time is charged at cost. This applies to travel outside a 10-mile radius of model/talent base. Travel costs will include fuel, parking, train/bus/taxi, air and tube fares. Expenses for airfare and hotel accommodation are to be negotiated at the time of booking.
9. **LOCATION BOOKINGS:-**
At the time of the booking the client must provide details regarding transport available and/or overnight accommodation. In some cases a fee will be charged for an overnight stay if it prevents the model from working on the day he/she has to travel. If a model on location is prevented from returning to their base to work - half the daily fee is to be paid. When a location booking is made the client must provide transport there and back, unless agreed otherwise.
10. **MIXED AGENCY BOOKINGS:-**
Where Plain Jane models are booked with models from other agencies then the fee chargeable shall be the equivalent of the highest fee payable.
11. **USAGE:-**
To be agreed at the time of booking in writing or before any additional usage:-
 - a) Usage fees (royalties) are payable for the right to use the photographs (or reproductions, or adaptations of, or drawings therefrom, either complete or in part, alone or in conjunction with any wording or drawings including electronic imaging) for all known or anticipated purposes other than the initial permitted use (including but not limited to Packs, Posters/Billboards/Show Cards/Record, CD, Video Covers/Swing Tickets/Point of Sale/Packaging/Calendars/TV Brochures/Web Sites etc). In general, the additional fees cover the right to use one image for one year from the date of the booking in the UK only, for the purpose or purposes agreed, whether or not appropriated.
 - b) Territory. Additional fees are also payable for the right to use photographs (or reproductions etc. as set out in

a) above) for all known or anticipated territories other than the UK. In general, the additional fees cover the right to use one image for one year from the date of the booking in the territory or territories agreed. Under no circumstances will each usage fee be less than the model's advertised daily rate. To be agreed after the time of booking.

c) It is the client's responsibility to notify Plain Jane and negotiate additional fees (including extensions of existing agreements) for any additional usage which may be required or anticipated subsequent to the time of booking as per 11a) above.

d) It is the client's responsibility to notify Plain Jane and negotiate additional fees (including extensions of existing agreements) for any additional territory which may be required or anticipated subsequent to the time of booking as per 11b) above.

12. **INVOICING:-**

New clients both UK and international will be required to pay a 25% deposit on confirmation of the booking. The remaining payment must be made on or before commencement of the assignment by our models/talents. Existing clients will be required to pay within 30 days of date of invoice. Interest will be charged on a daily basis at 4% over Lloyd's Bank base rate from time to time from the date of the bill if not made within 30 days of delivery of invoice. If you have any query about the payment, you should contact Plain Jane straight away. In all cases the person booking the models/talents will be invoiced and solely responsible for payment unless otherwise agreed in writing at the time of booking. The agency reserves the right to invoice the ultimate client (i.e. designer, manufacturer/owner of the product in question). All fees are for the right to use pictures and, once agreed, are payable whether or not the use is appropriated. No use of the pictures is permitted unless and until all relevant fees have been paid. Clients should endeavour to pay their account promptly to minimise time, effort, and expense wasted in chasing up payment, so that we may concentrate our resources to improve the quality of our services.

a) The agency charges a supplement of 15% on all hourly, daily and usage fees (except when accepting bookings for entertainers in TV commercials under the terms of the current Equity/IPA and overseas union agreement).

b) The agency charges a supplement of 15% on hourly, daily and usage fees. The agent will invoice both agency fees and model fees. Unless otherwise agreed at the time of booking the model disbursement is included at% and the agent's fee at% of the invoice total. Any agreed expenses will be added where appropriate.

c) A special fee will be negotiated when the work is in conjunction with a product, which precludes work for competing products. It is the CLIENT'S responsibility to check whether conflicting work has been done. If a model advertises a product he/she is able to work for any competitor unless an exclusion fee is negotiated.

13. **EQUITY CONTRACT TV COMMERCIALS:-**

The fee negotiated by the agent is the artist's fee from which the agency commission will be deducted at 15% of the total invoice. Any agreed expenses will be added where appropriate.

14. **PROVISIONAL BOOKINGS:-**

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

15. **FOR TV COMMERCIAL INVOLVING A BUYOUT:-**

The agency will charge a supplement of 15% on both the shoot fee and the buyout fee.

16. **CANCELLATIONS:-**

If a booking is cancelled within one working day of the starting time the full fee will be charged unless the same model is re-booked within 24 hours in which case half the fee will be charged. If a booking is cancelled outside the one-day period but within 2 working days of the starting time then half the fee will be charged.

Bookings of more than 3 days duration:-

If the booking is cancelled within a period equal to the length of the booking, then the full fee is charged. Saturdays, Sundays and Bank Holidays are excluded from these calculations. This is a reciprocal arrangement between model and client.

Weather Permitting Bookings:-

At the first cancellation, half the fee is charged unless the client fails to cancel in time to prevent the model/talent's attendance, when the full fee is payable. At the second cancellation the full fee is charged.

17. **TEST & EXPERIMENTAL PHOTOGRAPHY:-**

A photographer is not entitled to use test and/or experimental photographs for commercial purposes unless specific arrangements have been made with the agency before the photographic session.

18. **COPYRIGHTS:-**

The photographer and/or the client and anyone obtaining rights from or through the photographer/client is not entitled to use any of the images for any usage beyond that agreed under or permitted under sections 4, 11, 17 and 20. The photographer/client to this extent agree to restrict use and exploitation of the copyright, if the client is not the photographer, the client is to draw all these terms and conditions to the attention of the photographer and obtain his agreement to them before the shoot commences.

19. **FASHION SHOWS:-**

Payment of the agreed fee confers 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 11a above) is for reporting purpose only. The client is responsible for ensuring that all photographers present are aware of this condition and abide by it. Any other usage must be negotiated at the time of the booking.

20. **MUSIC VIDEOS:-**

All fees will be negotiated individually. Negotiated fees will usually include a shoot fee and a buyout. Fees will be invoiced direct to the record company.

21. **INSURANCE:-**

The client is responsible for the model's health and safety when the model is providing the services in conjunction with the booking to the same extent as if the member were an employee of the client. The client will maintain adequate insurance cover to undertake its obligations to the model. The agency is not responsible if the model fails to attend a booking. The client is advised to insure against any losses, which might result if the model does not keep a booking because of ill health or some other reason.

22. **NON-PAYING CLIENT AND CHARITY ORGANISATIONS:-**

Any such clients are also required to take out adequate insurance cover.

23. **JURISDICTION:-**

These terms & conditions for booking and all other matters connected with booking between you and Plain Jane Model Agency shall be governed by English Law and all disputes will be settled in accordance with that law.

24. **REVISION OF TERMS AND CONDITIONS:-**

Plain Jane reserves the right to alter, amend, change or add any clause to this agreement at its sole discretion without notice by posting changes on-line. Users are responsible for reviewing all information posted on-line and the continued use of Plain Jane website after changes are posted constitute the users acceptance of modified Terms and Conditions.

25. **COMPLAINTS:-**

Any cause for complaint should be reported when it arises. Complaints cannot be considered in retrospect.

26. **MEALS:-**

Clients are responsible for model's meals on all full day bookings outside of a 10-mile radius of the model's home.

27. **INTERNATIONAL CLIENTS:-**

Clients, who require the services of our models and talents overseas, have to secure payments in full before departure, unless they have creditworthy agents in the UK who are able to meet our invoice promptly. Such clients or their UK agents have to make arrangements for a return journey as well as appropriate hotel accommodation for our models and talents, and one parent or guardian if the model is under age.

28. **EXCLUSIVITY:-**

It is an express condition of this contract that all negotiations at ANY time in the future for employing models/talents mentioned herein or otherwise registered with the Plain Jane Agency be exclusively conducted through this office. The client undertakes not to at any time employ persons introduced to them by the Plain Jane Agency without our knowledge and consent. The model is self-employed during Plain Jane Agency's Programme under which he/she is introduced.

29. **DISCLAIMER:-**

Plain Jane Agency accepts no responsibility for the accuracy of the information held, all details are provided on a "correct at time of entry" basis. We, the Agent, act for and on behalf of our models and members and whilst

every endeavor will be made to provide a satisfactory and efficient service, we cannot be held responsible for their conduct on an assignment. The agency cannot be held responsible for costs incurred as a result of the lateness of a model/talent in attending a booking.

The agency shall not be liable to the client in respect of any loss or liability arising through any cause or act including negligence caused directly or indirectly by any of our models or members.

30. **IMPORTANT:-**

As the supplier of services these terms and conditions take precedence over any terms and conditions, which may be received from the client, even if those terms and conditions have a clause similar to this.

Plain Jane Agency reserves the right to negotiate within the structure of these Terms and Conditions.

E. & O. E.

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