

TERMS & CONDITIONS OF TALENT BOOKING - THE DIVERSITY AGENCY

CONFIRMATION

No job shall commence until the agency receives confirmation of your agreement to the booking details and our Terms & Conditions. A deposit, in the form of full payment, will need to be paid to The Diversity Agency by a new client prior to the booking. A new client is defined as an individual and/or a company who has not previously worked with The Diversity Agency in any capacity. Existing clients will need to adhere to the standard invoicing and payment procedure (please refer to the final section of the document).

BOOKING FEES

All fees are based on the following and are charged by the full day or by the hour, unless an alternative basis has been agreed in advance.

- Full Day = 8 hours, taken between the hours of 9:00 am and 6:00 pm
- Half Day = 4 hours
- Bookings over 6 hours will be charged at a full day rate unless pre-agreed that the shoot will be 10 hours.

Excluding Equity contracts, models' time will be charged at the hourly rate, unless a half-day or full-day booking has been pre-arranged in writing. All fees are to be negotiated with, and made payable to, The Diversity Agency.

OVERTIME RATES

Overtime will be charged if the model is still on set outside of the agreed hours. Overtime will be calculated at 150% of the hourly rate of the booking. Work on Sundays and Bank Holidays will be calculated at 200% of the hourly rate of the booking.

FITTING FEES

If your shoot requires a fitting, this will be charged at half the applicable hourly rate, with a minimum charge of £50.00 per hour.

ADDITIONAL EXPENSES

All and any expenses incurred by the agency on the client's behalf will be charged to the client and will include an uplift charge of 10% of the total charges.

FASHION SHOWS/CATWALKS

Catwalk/runway bookings give the client the right to use the model's services on the catwalk or specific show, and the right to use photographers and video for reporting purposes only. Any other usage must be negotiated at the time of booking.

COPYRIGHT

The photographer or client is not entitled to use any of the material until the model signs a release form.

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 the model were an employee of the client. The client will maintain adequate insurance cover to underwrite its obligation to the model. The agent is not responsible if the model fails to attend the 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.

HEALTH & SAFETY

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 the model were an employee of the client. The client will maintain adequate insurance cover to underwrite its obligation to the model. The agent is not responsible if the model fails to attend the 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.

COMPLAINTS

Any cause for complaint must be reported to the agency when it arises. Complaints cannot be considered retrospectively. In such a case, the agency will seek the views (in writing) of both parties involved in the complaint. Whilst every effort is made to provide a satisfactory and professional service, we cannot be held responsible for a model's conduct on the job.

UNAUTHORISED BOOKINGS AND INTRODUCTORY FEES

If the client employs a model without making that (or a new) booking through the agency, then the agency will charge the client directly, an introductory fee of 20% of the model's total earnings during the period worked. This fee will apply regardless of if the job is for 1 hour, 1 day, 1 week, 1 month, or any number of periods of work.

CANCELLATIONS

If a booking is cancelled within 3 working days of the starting time, the full fee will be charged, unless the same model is re-booked within 24 hours, in which case 50% of the fee will be charged. If a booking is cancelled outside the 3-day period, but within 5 working days of the starting time, 50% of the fee will be charged. If a booking is cancelled outside the 5-day period, 25% of the fee will be charged.

For trips and bookings of longer than 3 days duration, if the booking is cancelled within a period less than or equal to the length of the booking, in working days, the full fee will be charged.

If a booking is cancelled because of illness or some other reason beyond the model or agent's control, neither the agency nor the model will be liable for any cancellation charges or associated costs to the booking.

The agency will be entitled to cancel a booking for any reason prior to the booking date without becoming liable to the client. Neither the agency nor the model shall be liable for any cancellation charges. It is the client's responsibility to take the necessary insurance cover to protect against any such cancellation event and any associated costs to the booking. The agency will take all reasonable steps to provide notice to the client should such an event occur and will offer a substitute wherever possible.

INVOICING & PAYMENT

On all invoices, payment is required within 30 days of the date of the invoice. Unless the client is a new client, in which case, the invoice will need to be paid prior to the booking start date. All invoices will also be subject to 20% VAT unless the client is based outside of The United Kingdom.

In all cases, the person booking the model is the client and will be invoiced and solely responsible for payment unless otherwise agreed at the time of booking. The agency reserves the right to invoice the 'ultimate client' (e.g. designer, manufacturer, or owner of the product). If the client is booking for the ultimate client, both the ultimate client and the client will be jointly and severally liable to settle all fees applicable.

Fees are for the right to one usage of the model's image and are payable whether or not the right is exercised. Without prejudice to any rights or remedies to the agency, all outstanding payments owed to the agency not paid in full on the due date will incur an annual interest rate of 5% above the Bank of England's base rate, as varies from time to time, and payable both before and after any possible judgment.

These Terms & Conditions take precedence over any previous Terms & Conditions. The agency reserves the right to change these Terms & Conditions subject to any changes within the industry.