



2016

## **Terms and Conditions**

### **1. Terms and conditions**

The agency's terms and conditions must be signed and returned by the client previous to any castings/bookings. All bookings will be confirmed in writing as a booking form. Failure to acknowledge the booking forms will be deemed to be an acceptance of the booking and these terms and conditions.

### **2. Fees**

Fees are based on either an hourly rate, a half day rate (up to 4 hours) or a full day rate (up to 8 hours) agreed at time of booking. Overtime rates will apply outside of these hours. Agreed expenses will be added where appropriate and VAT is charged on all bookings. An additional fee will apply to usage which is not permitted. Permitted usage includes editorial, press advertising and leaflets/ brochures. Exclusions are listed below in usage fees.

### **3. Copyright**

The copyright of any images taken belong to the photographer. Usage of the photos (**Section 6**) are based on the agreed usage prior to the booking. The photographer, if not in house, may also have their own usage rights. Where possible, we request copies of the images to be sent to us, The Agent, for models portfolio and agency blog.

### **4. Models**

Models are contracted for work through DNA Models LTD (Trading as DNA Models and PK Model Agency). It is forbidden to contact or book models direct. Communication shall bypass the agency and under no circumstance should the client contact the model directly without permission off the agency.

### **5. Overtime**

Additional fees are applied to any overtime worked over the booked hours (Half Day: 4 hours, Full Day: 8 hours). Fee is worked out on an hourly basis dependent on the daily rate.



## **6. Usage fees**

Additional fees apply for the following (unless otherwise agreed); Public transport, TV commercials/Broadcasting, Catalogues, Packaging, billboards and World Wide Web. The client is responsible for negotiating the additional rate payable at the time of booking. Unless otherwise agreed these additional fees will be for the UK only for a period of one year.

## **7. Cancellation fees**

A 50% fee will be charged for all cancellations made within 48 hours (working days Mon-Fri) prior to commencement of booking. A 100% fee will be charged with cancellations made less than 24 hours prior to booking.

## **8. Invoicing/payments**

New clients may be required to pay 50%/100% of booking fee prior to commencement. Existing clients will be required to pay within 30 days of invoice. In all cases, the person booking the model is the client, who will be invoiced and solely responsible for payment, unless otherwise agreed in writing.

## **9. Meals**

Clients are responsible for the provision of all meals and beverage requirements of the models (taking into account dietary requirements) whilst the models are providing services to the client on all bookings.

## **10. Model care and safety**

10.1 The clients shall ensure that the model is treated with respect and professionalism and that the client takes all steps necessary to ensure that the safety, health and well being of the model is protected and maintained at all times whilst providing services to the client. Such steps shall include without limitation:

10.1.1. ensuring that the venue for the provision of the services and the working conditions are safe and secure and allow the model to provide the services in compliance with all health and safety standards, regulations, codes and laws;



10.1.2. allowing the model to take suitable and regular rest periods, to ensure the model is able to maintain suitable amounts of rest and refreshment whilst delivering the services;

10.1.3. providing adequate levels of insurance cover to safeguard the health and safety and future earnings of the model whilst the model is delivering the services and travelling to and from the client's venue as if he/she were an employee of the client;

10.1.4. ensuring that all of the people and organisations which are engaged by the client in relation to the delivery of the services are suitably qualified, experienced and professional;

10.1.5. ensuring that no one imposes upon the model any action or activity which is either dangerous, degrading, unprofessional or demeaning to the model;

10.1.6. providing the model with an appropriate changing and dressing area to ensure that the model can prepare for the provision of the services and also maintains his/her privacy.

10.2. Always include a credit as "model's name" @ "the Agency", wherever a credit is applied.

## **11. Child Model Care (In Addition)**

11.1. All staff members in contact with the child model must be DBS Checked (photographer/stylist etc).

11.2. The child must always be in the presence of their chaperone (usually parent). If the parent does not have access to certain areas, a chaperone must be provided, this information must be given to the agency prior as all chaperones must be stated on their licence.

11.3 Separate dressing areas must be provided.



#### 11.4 Performance Restrictions:

<b>Age</b>	<b>On Set</b>	<b>Permitted Times</b>	<b>Continuous Work</b>
0-4 years	5 hours	between 7am-10pm	30 minutes
5-8 years	8 hours	between 7am-11pm	2.5 hours
9 +	9.5 hours	between 7am-11pm	2.5 hours

#### 11.5 Breaks:

<b>Age</b>	<b>Minimum Intervals</b>
0-4 years	Any breaks must be for a minimum of 15 minutes. If at the place of performance or rehearsal for more than 4 hours, breaks must include at least one 45 minute meal break.
5+	If present at the place of performance or rehearsal for more than 4 hours but less than 8 hours, they must have one meal break of 45 minutes and at least one break of 15 minutes  If present at the place of performance or rehearsal for 8 hours or more, they must have the breaks stated above plus another break of 15 minutes.

## 12. Licensing

Children under the age of 16 require a performing licence to take part in any assignment. The agency require 21 days notice to complete the license. Any bookings with less than this notice period may be subject to the council refusing to complete the licence and therefore refuse the child to take part. The client must have a hard copy of the licence in case of any spot checks by the councils.

## 13. Liability and insurance

13.1. No party excludes or limits its liability under these terms and conditions for: <

13.1.1. death or personal injury caused by its negligence;



13.1.2. fraudulent misrepresentation; or

13.1.3. any other type of liability which cannot by law be excluded or limited.

13.2 The Agency shall not be liable for:

loss of business, use, profit, anticipated profit, contracts, revenues, goodwill or anticipated savings;

product recall costs;

failure by the model to attend a booking for whatever reason;

damage to the client's reputation;

consequential, special or indirect loss or damage;

even if the Agency has been advised of the possibility of such loss or damage

**14. Complaints**

Any cause for complaint must be reported to the agency by the client as soon as it arises. Complaints cannot be considered and/or dealt with effectively after the services have been delivered. Therefore any complaints must be received no longer than 3 hours after booking commencement.

Client: ..... Signed: .....

Dated: .....

[www.dnamodelsuk.com](http://www.dnamodelsuk.com)  
DNA Models Limited  
26 Talbot Lane, Leicester,  
LE1 4LR

TEL: 0116 2622540  
EMAIL: [info@dnamodelsuk.com](mailto:info@dnamodelsuk.com)

DNA Models Limited, Trading as PK Model Agency  
REG No. 08797309 VAT: 153 8396 84