

IMPACT MODELS

The Studio, 347 Upton Lane, Cronton, Widnes, Cheshire, WA8 9AQ.
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www.impactmodelsagency.co.uk www.impactcasting.co.uk

Impact Agency Terms & Conditions

Clients are requested to carefully read the following terms and conditions which must be strictly adhered to at all times. We request that you read our business terms prior to calling the agency for a quotation. Please note that the following is standard practice with all our clients. We would expect standard agency rules to apply to each booking undertaken with Impact Models & Casting agency Limited.

1.CONFIDENTIALITY

The client or any associates of the client must never make any bookings directly with Impact personnel during the campaign or at any time after the event.

The client or any associates of the client must never approach Impact's personnel direct. The client must never request Impact personnel telephone numbers, address or email address during the campaign or at any time after the event. Or indeed supply the Impact personnel with their contact telephone number, address or email address. The client must not befriend Impact personnel on social networking sites. Fees and prices are not to be discussed with Impact personnel.

2.FEES

For model bookings

All fees are based on an 8 hour day unless otherwise stated (excluding Equity contracts) including a 1-hour lunch break (Shops Act 1950)

Models may be booked for a full day, a half-day or hourly. Extra half hours or parts of hours shall be paid at half the hourly rate. We have a minimum booking policy of 2 hours. Expenses will be added where appropriate.

On the day/evening of an assignment if you require Impact personnel to work out of the designated hours you must verbally speak to Christine Cartwright for clarification of our overtime rates, if not already quoted.

3.For promotion personnel

Each assignment will be quoted for individually depending on length of assignment and duties required please check with agency for rates.

On the day/evening of an assignment if you require Impact personnel to work out of the designated hours you must verbally speak to Christine Cartwright for clarification of our overtime rates, if not already quoted.

4.PAYMENT

All invoice amounts to be paid direct to Impact Agency and not Impact personnel. In all cases the client responsible for commissioning the work will be invoiced and solely responsible for payment, unless otherwise agreed in writing at the time of booking. Where payment for title to a model's photographic image, reproduction, drawing or any adaptation thereof has, by default, not been fully discharged we reserve the right to invoice the ULTIMATE CLIENT.

All invoices to be settled with 30 days from the date of the invoice. Interest will be added at a rate of 5% per calendar month or part thereof on all overdue invoices.

4.1 New clients to the agency will be required to pay the initial invoice prior to the commencement of the booking.

5.USAGE (for model bookings only)

Unless otherwise agreed, in writing, the permitted use for photographs is for editorial, or press advertising and EXCLUDES posters, packaging, display material (i.e. showcards, point of sale, swing tickets etc.), CD, video and DVD covers and stills in commercials. An additional rate is payable for each of the above categories. The client is responsible for negotiating the additional fees for each of these categories before use can commence.

5.1 It is not permitted to use the photographs for any purpose until all fees have been paid.

5.2 Unless otherwise agreed, in writing, the additional fees will be for the UK only for a period of 1 year from the date of booking. Rates for all foreign usages must be separately negotiated.

5.3 An additional rate is payable for any other use of the photographs, or reproductions or adaptations thereof, or drawings there from, either complete or in part, alone or in conjunction with any wording or drawings, other than the permitted use.

6.TERRITORY (for model & actor bookings only)

All fees quoted are for the UK only for a 1-year period from the date of the booking unless otherwise agreed in writing.

7.TV BOOKINGS (for model & actor bookings only)

As per British Actors Equity Association agreements.

8. VIDEOS (for model & actor bookings only)

For all videos a daily rate will apply with a possible buy-out fee dependent upon usage.

9.LOCATION BOOKINGS (for model, actor and creative bookings only)

At the time of the booking the client must provide details regarding transport available and/or overnight stays. In some cases a fee will be charged for an overnight stay if it prevents a model from working on the day he/she has to travel.

10.PROVISIONAL BOOKINGS (for model actor and creative bookings only)

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. The agency will, of course, always give the client first option to confirm the booking before taking any other booking.

11.WEATHER PERMITTING BOOKINGS (for model actor and creative bookings only)

At the first cancellation a half fee will be charged, unless the client fails to cancel in time to prevent the models attendance, in which case the full fee applies. Second cancellation will be charged at full fee.

12. CANCELLATIONS

If a booking is cancelled within one working day of the starting time, full fee is 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 two working days of the start time then a half fee will be charged. If a trip or long booking is cancelled within a period equal to the length of the booking, then the full fee will be charged.

Should a booking be cancelled due to illness or other reasons beyond the models or agents control (and providing that appropriate evidence is produced) neither the model nor the agent shall be responsible for cancellation charges.

13.FITTINGS (for model bookings only)

The first hour of fittings will be charged at the full hourly rate, every hour thereafter will be invoiced at half the hourly rate.

14.TRAVEL (for model bookings only)

Travel time will be charged at 50% of the hourly travel rate plus travel expenses out of Liverpool or Manchester City Centre, please check with the Agency for rates.

14.1 Expenses will be charged at standard return rail fare.

15.MEALS (for model and creative bookings only)

Clients are responsible for models' meals on all bookings outside the Liverpool & Cheshire area.

16.FASHION SHOWS

Payment of the agreed fee confers the right to make use of models' services on the catwalk for the specified show and the right to use photographs and video of the show for reporting purposes only. Any other usage must be negotiated at the time of the booking before use can commence.

17.AGENCY FEES

An Agency supplement is chargeable on all models and usage fees, except work which is related to commercials to be shown within the UK, for which repeat fees are payable.

18.PAYMENT

In all cases the client responsible for commissioning the work will be invoiced and solely responsible for payment, unless otherwise agreed in writing at the time of booking. Where payment for title to a models photographic image, reproduction, drawing or any adaptation thereof has, by default, not been fully discharged we reserve the right to invoice the ULTIMATE CLIENT. All fees to be paid within 30 days of invoice.

19.RESTRICTIONS ON A MODEL

A special fee will be negotiated when the work is in connection with a product, which precludes work for competing products. It is the client's responsibility to check whether conflicting work has ever been undertaken. It must be understood that if a model advertises a product he/she is able to work for a competitor unless an exclusion fee is negotiated.

20.TEST AND EXPERIMENTAL WORK FOR PHOTOGRAPHY OR COMMERCIALS

Models will not sign a release form and the photographer or client must not use photographs from test or experimental shoots or test commercials, unless specific usages and fees have been agreed with the agency prior to the use commencing.

21.COMPLAINTS

Any complaints should be reported to the Agency **DURING THE COURSE OF THE BOOKINGS**. Complaints will not be considered in retrospect.

22 CARE & SAFETY

22.1 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:

22.1.1 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;

22.1.2 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;

22.1.3 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;

22.1.4 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;

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

22.1.6 ensuring that the services are delivered and the model is treated in accordance with The Association of Model Agents' Code of Practice; and

22.1.7 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.

CHILDRENS BOOKINGS/LICENCES

(a) Photographic/ Modelling Licence

In order to comply with The Children & Young Persons Act 1963 section 37, every child in compulsory education is legally required to hold a current photographic model licence. A licence can only be granted by the child's Local Education Authority (LEA). At the time of going to press all the children featured in this directory hold a current licence. All children must apply for a licence when registering with Impact.

However a licence must be renewed on a 6 monthly basis and there is an enormous discrepancy in processing times required by individual LEA's. As a result, Impact is unable to guarantee that each licence will run concurrently. It is therefore vital to contact Impact to confirm the current licensing status of any child being considered for a photographic booking.

(b) Performance Licence

For commercials and other performances a separate performance licence is required.

The time scale for granting such a license is normally 21 working days. However, some authorities can accommodate a lesser time scale but Impact cannot guarantee this. Therefore, it is advisable to contact us as soon as possible to start the licensing procedure. Impact will provide the necessary paperwork and guidance in completing paperwork but ultimate responsibility for issuing the licence lies with the child's LEA.

PLEASE NOTE: We, as the agent, act for and on behalf of Impact personnel and whilst making every endeavour to provide a professional and efficient service, we cannot ultimately be held responsible for a model's conduct on an assignment.

PR / PRESS CALL PHOTOSHOOTS

All photographs taken on PR shoots can only be used for press use by way of PR. They cannot be used in any commercial advertisement on behalf of the client concerned. Usage rates and endorsement fees will be charged should this occur. A query on this should be confirmed before the photo takes place. Rates on these jobs are for PR use only.

EXCEPTIONS

Impact does have the right to cancel a job at any point if the nature of the booking is considered not appropriate. If the booking has already commenced and we then consider the nature of the booking in

appropriate Impact Models do have the right to stop working and will be entitled to full booking payment for the model plus travel expenses.

STAFF SAFETY

All clients must have appropriate Health and Safety regulations in place and inform Impact personnel of these on arrival to your premises or location of booking. Our Health and Safety questionnaire must be completed and returned with the terms and conditions before booking any of our personnel.

INSURANCE

The client is responsible for the models 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 obligations to the model.

The agent is not responsible if the model fails to attend the booking. The client is advised to insure against any loss which might result if the model does not keep a booking because of ill health or some other reason

PLEASE NOTE

If any of the above terms and conditions is not adhered to Impact do have the right in this instance to take legal action, to recover the applicable loss. We reserve the right to Negotiate within the structure of these terms and conditions.

The Terms and Conditions are without prejudice to any claim against the client.

Name of client making the booking

Terms and conditions: Impact Models Limited

Impact Models Company Registration Number: 5317989

Impact Models Limited Company registered address: Douglas Fairless Partnership, Seymour Chambers, 92 London Road, Liverpool L 3 5NW.

Client company name.... ..

Client company registration number:.....

Client company address:

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..... Registered Address if different to above.....

Company Telephone Number.... ..

Company Fax Number..... ..

Company Email Address.....

I on behalf of the above client I do hereby accept the above terms and conditions on pages 1 to 4 and agree to abide by them accordingly in all business carried out with Impact Models Limited and the company above.

Signed.....

Date.....

Signed on behalf of Impact Models Ltd: Christine Cartwright.....

Name and Position: Christine Cartwright, Company Director.....

Date.....

Finally, I would like to take the opportunity to thank-you for choosing Impact, I am sure that you won't be disappointed with your choice of Impact personnel, and hope that your campaign is a great success.