



TERMS & CONDITIONS

This agreement is made between the Model as detailed below (You) and IN HOUSE MODELS LTD,

Definitions

- 1 "The client" any and all clients introduced to the model by the agent throughout the engagement with the agent.
2. "The model" as detailed below (you)
3. "The agent" IN HOUSE MODELS LTD

Introduction

Once the client is introduced to the model by the agent using any form of media, including verbal disclosure and all digital media such as all types of messaging, Email etc, the model and client and all departments within are bound to make all bookings for work through the agent for a period of twelve months from the initial introduction and for the following twelve months from the last booking date. Should the model wish to introduce another model, or prospective model, including family and friends, to the client, this must be done directly through the agent owing to effective cause. It is a strict condition that these terms take precedence over and replace any other terms and conditions of supply where any such may conflict with any of these terms, and it is agreed that any contractual term asserting the contrary is void. Any breach will denote to non-solicitation and fees due as below.

Non-solicitation

Whilst the model is represented by the agent, the model will not, either personally or by any other route or means, make an agreement/agreement with the client and all departments within for any work as a model, extra or any other work of a similar nature such as is booked by the agent or for any other work other than through the agent. The model also agrees to be bound to take any bookings from the client and all departments within through the agent for a period of twelve months from the last booking date either personally or by any other route or means. The model agrees to pay the agent all commissions due for any work carried out regardless of how the bookings are instigated throughout the twelve-month period after the last booking date should this occur. Commissions will be based on historical rates and average hours worked for the duration of the engagement prior to the end date. Nor the model or client will discuss rates or terms of pay nor disclose invoices.

Termination Notice

Should the model wish to give notice to the agent to cease representation, notice must be given in writing within business hours Monday to Friday with no less than six clear working weeks' notice. The model will not approach the client either personally or by any other route or means for any work as a model or extra or any other work of a similar nature such as is booked by the agent for a period of twelve months from the last day of representation.

Conflicts of interest

The model will not personally or by any other route or means seek to form nor engage in forming any form of modelling agency nor will the model work for another modelling agency other than as a model whilst being represented by the agent and for a period of twelve months after representation.

Castings/Measurement recalls

Castings are not paid. The model will be required to attend castings through the agent. Castings are an important part of finding work, where the model is booked for a casting he/she must attend. Late attendance or cancellation will denote to the "cancellation, notice and fees" section below. As a model registered on the agent's database, you may be required to attend in-house castings for work or to be re-measured.

Exclusivity

Whilst the agent does not insist on the models working exclusively, some clients may require exclusivity. Where applicable, the model may be asked to sign an additional agreement.

Appearance

It is the model's responsibility to be well turned out and have a good level of hygiene when arriving for jobs or castings.

Time keeping

Models are required to plan to arrive ten minutes early for any job or casting. Late arrival will denote to the "cancellation, notice and fees" section below.

Signed:.....

Date:

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Response times

The model will endeavour to respond to communications from the agent ASAP, where possible within 10 minutes from receiving the message understanding that time is often a huge factor in performing for clients and also an integral part of getting work before it is offered to others.



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Confidentiality

The nature of this industry requires the model to fit for exclusive and therefore confidential collections. To protect the clients, the model must not use smart phones or similar devices in the fit room. As a self-employed freelance worker the model is ultimately responsible for their professional conduct and failure to comply could result in loss of the booking and or legal action from the client for which the agent will not be liable.

Payment

The model will be paid within two weeks from the first clear business day after the funds from the client are cleared in the agent's bank account for the work in question. (Usually within six weeks from the date worked). The agent is not obligated to pay the model until it has received cleared funds from the client for the work in question. Any payment made to the model in advance of these terms is made as a gesture of goodwill. As a freelance worker the model recognises that the agent is not liable to make payment for work undertaken for any of its clients. Should the client go into Administration or undertakes any form of Administration, the model accepts that payment for work undertaken prior to the announcement may not be received into the agent's bank account or subsequently the model's bank account.

Termination

The agent reserves the right to terminate/suspend a model's engagement with a client with immediate effect, without the client's consent and at the agent's own discretion. The model will not approach the client for any work as a model or extra or any other work of a similar nature such as is booked by the agent for a period of twelve months after termination. In the case of the model and/or the client giving notice, it is agreed that this termination clause will supersede any prior notice to quit from the model or the client.

Cancellation, Notice and fees

Failure to attend or late arrival may have cost implications for the agent and, or the client. At the agents' discretion, a fee may apply to any non-attendance or late arrival.

Where the model fails to attend a pre-booked job or casting, with less than 24 hours' notice to cancel, the agent may charge a fee to the models for the booking plus any commissions due to the agent from both parties.

In the event the model is late for a booking, the agent reserves the right to charge a late fee of £25 due to the client by way of compensation to cover any costs incurred and a further £25 due to the agent by way of compensation to cover any additional administrative costs incurred.

In circumstances such as illness, accident, personal tragedy or travel disruption, cancellation or late fees will not be charged shall the agent not receive a fee from the client.

Agency Fees

The agency shall invoice for agency services and talent disbursement unless mutually agreed otherwise at the time of booking. The agency fee is subject to variation based on the nature of the assignment and may reach a maximum of 33%. The agency fee applicable will be clearly delineated in the booking contracts executed between the model and In House Models, to which the model shall affix their signature, signifying their agreement to the terms of assignment, terms of the agency and payment.

Insurance and Tax

It is acknowledged and agreed that the model as a freelance worker is responsible for their own tax payment to HMRC and should take out adequate insurance to indemnify against losses.

Name:

National insurance number:

UTR:

Signed:.....

Date: