

CLIENT TERMS AND CONDITIONS

1. CONTRACT

- Tiff Models Ltd standard practice is to accept bookings as a contract over the telephone and/or by e-mail. Tiff Models Ltd will confirm this contract by email. For the avoidance of doubt, the definition of 'contract' includes confirmation by email, or any written document, and shall be deemed to constitute acceptance of these Terms and Conditions of Business. By agreeing to any work accepted by or given to Tiff Models Ltd, you are hereby bound by our terms and conditions.

- These Terms and Conditions of Business shall govern all assignments relating to temporary workers entered into Tiff Models Ltd (a models/promotions business) hereinafter called "Tiff Models Ltd" and a Client (hereinafter called the "Client and/or Hirer") who hires a member of Tiff Models Ltd (hereinafter called "Model") who shall be any person introduced by Tiff Models Ltd to the Hirer for the purpose of carrying out any work.

- All matters relating to the use of the models image, any other services supplied by the model and all fees must be negotiated and agreed only with the agent, Tiff Models Ltd. The client or the photographer or any other person on their behalf or connected with them must not obtain the models signature on any document or attempt to make verbal agreements to anything. Any such signing or proposed verbal agreement is not binding on the model or Tiff Models Ltd unless and until it is agreed in writing by the agent.

- These terms and conditions for booking and all matters connected with the booking are governed by English law and any dispute will be settled in accordance with that law either by a court in England or such other method as might be agreed at the time of the dispute. Where the context requires the singular includes the plural and he includes she.

Please note 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.

2. BOOKINGS

2.1 General

- The client, company, or any agencies connected with the hirer, undertakes not at any time in the future to directly employ any of the models or Staff Members that have previously been introduced by Tiff Models Ltd in any capacity whatsoever without the written consent of Tiff Models Ltd.

- Contact details of any Models/Staff Members shall not be released without express consent from the individual(s) concerned. If direct communication is required then contact details of the Client shall be provided for the individual(s) concerned to utilize.

- A representative of Tiff Models Ltd may accompany any Models/Staff Members involved in any assignment secured for reference, security or companionship. Tiff Models Ltd reserves the right to extract any Models/Staff Members from any assignments deemed as one of the following but not limited to, improper, unsafe or negative management.

- The client must provide Tiff Models Ltd with a copy of any materials that any Models/Staff Members appear upon (Including posters, magazines, flyers and videos).

2.2 The Working Day.

A working day is 8 hours between 09.00 hours and 18.00 hours and includes a lunch break of half an hour (Shops Act 1950). For Photographic Assignments the minimum booking is 2 hours. For Press Days, Fashion Shows and Promotional Assignments the minimum booking is half a day (4 hours).

2.3 Rates

- 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. For catwalk show all travel and rest days will be charged at 1/2 day rate.
- The client agrees to pay the rates of Tiff Models Ltd as notified at the time of booking for all hours or part of hours worked by the model.
- All rates are to be negotiated with Tiff Models Ltd only, and not the models themselves.
- The client agrees to keep all information in reference to rates confidential.
- These rates include the right to use images for one year from the date of the booking within the UK as agreed within the Permitted Use at the time of booking.
- All fees are for the right to use pictures and, once agreed, are payable whether or not the use is appropriated.
- Tiff Models Ltd will be responsible for all gross payments to Models. Payment of all statutory contributions and Income Tax is the responsibility of the Models who are of self-employed status.

2.4 Overtime

Overtime rates apply before 9am and after 6pm on all bookings over 8 hours.

- Overtime rate is one & a half times standard daily rate between 6pm – 12am
- Rate to be negotiated for bookings between 12am – 9am
- Overtime rate is one & a half times standard daily rate on Sundays & bank holidays

The above does not apply to TV commercial shoots. Overtime on TVC's will be charged at standard Equity rates after 10 hrs day.

2.5 Meals

Clients are responsible for models' meals on all bookings over 4 hours duration and on all bookings outside the London area.

Clients should provide suitable washroom facilities throughout the booking

2.6 Travel & Accommodation Expenses

Although Tiff Models Ltd always try to use models that are local to your event, due to availability or client request this is not always possible. Therefore additional realistic travelling and/or accommodation expenses may be incurred. Travelling Time /Expenses are fully inclusive and/or as an agreed set fee and are usually charged from Tiff Models to the location and return.

2.6.1 Location Bookings. When a location booking is made, a client must provide transport there and back unless agreed otherwise. If a model on location is prevented from returning to London to work, half the daily fee is to be paid. The client must provide all transport details to Tiff Models Ltd for the assignment of Models/Staff Members for specific Location Bookings.

2.7 Fittings.

Fees to be 50% of the hourly rate, with a minimum booking of 2 hours @ £40 per hour.

2.8 Fashion shows

Catwalk bookings give 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) is for reporting purposes only. The client is responsible for ensuring that all photographers present are aware of this condition and abide by it. If any other usage is required that must be negotiated at the time of the booking.

2.9 Music videos

All fees will be negotiated individually. Normally there will be a fee for the shoot plus a buyout. If not booking direct the record company will be invoiced as the ultimate client.

2.10 All bookings except equity contract TV commercials

Tiff Models Ltd charges a supplement of 20% on all hourly, daily and overtime fees and all fees for the right to use and all fees negotiated for any other service to be supplied by the model. Both agency fees and model fees will be invoiced by the agent. Vat and any agreed expenses will be added where appropriate.

2.11 Equity contract TV commercials

The fee negotiated by the agent is the artist's fee from which agency commission will be deducted at 33% of the invoice total. Vat and agreed expenses will be added where appropriate.

3. PHOTOGRAPH RESTRICTIONS

Photographs may not be used until payment is received in full.

3.1 Test and experimental photography

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

4. ADDITIONAL RATES

To be agreed at the time of the booking or before any additional usage. Tiff Models Ltd reserves the right not to negotiate in relation to any additional usage other than that agreed at the time of the booking.

4.1 Exclusion fees

A special fee will be negotiated when the use of the model's image or the service to be supplied by a model in relation to a product is required on a basis which precludes supplying services or allowing the use of the model's image for competing products. A model can supply services to and allow the use of the model's image by any competitor unless an exclusion fee is negotiated. It is the client's responsibility to check whether conflicting work has been done.

4.2 Usage

- Additional fees are payable for the right to use the model's image (or reproductions and adaptations of part or complete derived from that image, or any other representation of it, either part or complete whether alone or in conjunction with any wording or other images,

photographs, drawings or material of any other nature including electronic imaging) from all known or anticipated purposes other than the initial permitted use (i.e. packs, posters, show cards, media covers, swing tickets, etc.) Unless otherwise agreed the additional fees cover the right to use one image for one year from the date of booking, in the United Kingdom only, for the purpose or purposes agreed. Under no circumstances will each usage fee be less than the model's advertising day rate.

The client is wholly responsible for notifying Tiff Models Ltd of any changes to this commission.

- Additional fees are also payable for the right to use the model's image (and variations as detailed above) for all known or anticipated territories other than the UK.
- It is the clients responsibility to notify Tiff Models Ltd in order to negotiate additional fees (including extensions of existing agreements) for any usage which may be required or anticipated subsequent to the time of booking as per above.

4.3 Other services

Additional fees are also payable for other services to be supplied by the model, for example, personal appearances for pr purposes. Fees for such services will be negotiated on an individual basis.

4.4 Poster and Show card Fees/Pack and Media Covers

These are subject to special negotiations.

4.5 Credits

Please credit "name of model" @ TiffModels, wherever a credit may be applied.

5. 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

6. CANCELLATIONS

6.1 Bookings less than 3 days in duration

- If a booking is cancelled within 24 hours of the commencement of the booking, the full rates will be charged unless the same model is booked within 24 hours in which case the half booking fee will be charged. If a booking is cancelled prior to 48 hours, 50% of the full rate will be charged. Bookings cancelled within 1 week of the commencement of the booking, 25% of the full rate will be charged.
- No charges will be incurred for the cancellation of a booking if 8 days or more notice is provided prior to the commencement of the booking.

6.2 Bookings of 3 or more days in duration

- If a booking of 3 or more days duration is cancelled within a week of the commencement of the booking, the full rates will be charged.

6.3 Weather Permitted Bookings

For assignments dependant on weather, the following cancellation terms apply:

- The first cancellation will be charged at half the agreed rate, unless the model arrives at the booking prior to the cancellation, in which case, the full rate will be charged.
- The second, and any further cancellations, made due to weather will be charged at the full rate.

7. INSURANCE

The client is responsible for the models health and safety as if the model were an employee of the client.

- The client is responsible for the models health and safety at the location of the booking, from the time the model first reports, until the models departure.
- The client undertakes liability for any loss, expense or damage caused directly or indirectly by any act or omission or error of a Model whether willful or negligent or otherwise, and is liable for any injury, loss or damage caused to a model during a booking.
- The client will comply with all statues, statutory regulations, by-laws, legal requirements or legal duties to which the client is or would be subject to in respect of his employees, including in particular the provision of adequate Employer's and Public Liability insurance cover for the Models during all bookings.
- The client shall indemnify and keep indemnified Tiff Models Ltd against any costs, claims or liabilities incurred arising out of any assignment and/or as a result of any breach of these Terms by the client.
- It is the client's responsibility to carry out a proper risk assessment of the location, equipment and work conditions; any risk to Health & Safety known to the client must be discussed with the model agent at the time of the booking.
- Tiff Models Ltd is not responsible if the model fails to attend a booking. The client is advised to insure against any losses which might be suffered due to a model failing to attend.

8. DISSATISFACTION

- Any cause for complaint should be reported when it arises. Complaints reported in retrospect will be treated as feedback and not a cause for compensation.
- Whilst every endeavor is made to provide satisfactory and efficient service to our clients we cannot be held responsible for a models conduct on an assignment.

9. INVOICING

- 50% of any assignments, work or model/staff booking confirmed by the client will be payable no later than on day of the assignment. 50% of the remaining rates invoiced to the client by Tiff Models Ltd are to be paid in full no later than 30 days maximum from the date of invoice. Tiff Models Ltd reserves the right to charge interest on any invoices unpaid after such date at a rate equal to 8% above the Bank of England base rate plus a debt

collection and administration charge of £80+VAT. Payment can be made by cheque to 'Tiff Models' or via BACS, details on request.

- Tiff Models Ltd charges a fee to the hirer for the services to be supplied by the model (worker). Tiff Models Ltd will invoice both agency and model fees. Unless otherwise agreed at the time of the booking the model disbursement is included in the invoice total. Equity contracts, the fee negotiated is the artist's fee from which agency commission will be deducted at 33% of the invoice total. VAT and any agreed expenses will be added where appropriate.
- The client is liable to pay Tiff Models Ltd for the agreed contract irrespective of any post assignment contentions.
- The client responsible for commissioning the booking or the person booking the model will be invoiced and solely responsible for payment, unless otherwise agreed at the time of booking. Tiff Models Ltd reserves the right to invoice the primary client (the owner of the product i.e. designer/manufacturer/owner of product.) For example this may be undertaken if the client is booking on behalf of the primary client in which case the primary client is liable to pay the invoice. All fees for usage are for the right to use the models image and once agreed are payable whether or not the right is exercised. Unless the agent specifically agrees otherwise, in writing, no usage for the models image is permitted until payment is made in full. The agency reserves the right to alter payment terms.
- Use of the photographs is not permitted until payment for all fees has been made.
- All fees will be invoiced by Tiff Models Ltd unless otherwise negotiated at the time of the booking and verified in writing by the client.
- VAT will be added to the invoice where appropriate as lawfully required by HM Customs and Excise
- Payment for photographic assignments must be made within 7 days from the completion of the assignment.
- Copyright. 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 or permitted under sections 4.2. 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 the terms and conditions to the attention of the photographer and obtain his agreement to them before the shoot commences. The client commissioning the photographs (or reproductions and adaptations of part or complete picture) is restricted by copyright. The copyright is negotiated by Tiff Models Ltd at the time of the booking. The Usage (4.2) and Invoicing (9) regulates this copyright. Copyright remains the property of Tiff Models Ltd until all images, reproductions, and adaptations, part or complete are paid for in full.

10. COPYRIGHT, TRADE MARKS AND REPRODUCTION RIGHTS

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- Tiff Models Ltd makes no representations or warranties about the accuracy or completeness of the information contained on this website.

10.1 Images.

All images and details reproduced in association with Tiff Models Ltd are supplied by the individual model and with the full permission and consent of the individual model/associates. Tiff Models Ltd cannot be held responsible for any loss howsoever caused through the model misrepresenting themselves in any way.

Other parties' trademarks and service marks that may be referred to are the property of their respective owners. Photographs in the model directory are the property of Tiff Models Ltd or the individual model.

10.2 Permission.

The models/associates are solely responsible for obtaining all the necessary copyright permits to reproduce their images in association with Tiff Models Ltd. Tiff Models Ltd cannot be held responsible whatsoever for any copyright infringements however caused or associated. All images and details reproduced are taken in good faith from the models/associates by Tiff Models Ltd.

10.3 Media Reproductions.

Tiff Models Ltd reserves all rights to reproduce in any media (electronic, telegraphic, print, etc) any images supplied to Tiff Models Ltd by any individual model/associates.

11. LIMITATION OF LIABILITY

- Tiff Models Ltd acts solely for and on behalf of our models who are self-employed persons. Whilst making every endeavour to provide a satisfactory and efficient service to our clients by ensuring reasonable standards of skill, integrity and reliability from Models and further provide them in accordance with booking details, no liability shall be attached to Tiff Models Ltd for
 - a. any loss financial, expense or damage caused directly or indirectly by any failure to provide any particular Model/Promotions Worker for all or part of the period of the booking; or
 - b. any loss, expense or damage caused directly or indirectly by any act or omission whether willful or otherwise, or for negligence of any Model/Promotions Worker during the period of the assignment; or
 - c. any loss, expense or damage caused directly or indirectly by any negligence or dishonesty or misconduct or lack of skill or any act of omission whether willful or otherwise of a Model/Promotions Worker.
- Tiff Models Ltd is not responsible for any costs incurred due to the lateness of a model on any assignment.

In no event will Tiff Models Ltd be liable for:

- any claim attributable to errors, omissions, or other inaccuracies in the service, materials or information downloaded through the service.
- any incidental, consequential, or indirect damages (including, but not limited to, damages for loss of profits, business interruption, loss of programs or information, and the like) arising out of the use of or inability to use the service or any information or transactions provided on the service, or downloaded from the service, or any delay of such information or service even if Tiff Models Ltd or its authorized representatives have been advised of the possibility of such damages.
- Tiff Models Ltd reserves the right to negotiate within the structure of these terms and conditions.

12. DISCLAIMER

- Tiff Models Ltd makes no warranties or representations of any kind concerning the accuracy or suitability of the information contained on this web site for any purpose. All such information is provided "as is" and with specific disclaimer of any warranties of merchantability, fitness for purpose, title and/or non-infringement.
- Tiff Models Ltd makes no warranties or representations of any kind that the services provided by this web site will be uninterrupted, error-free or that the web site or the server that hosts the web site are free from viruses or other forms of harmful computer code.
- In no event shall Tiff Models Ltd, its employees or agents be liable for any direct, indirect or consequential damages resulting from the use of this web site.
- This exclusion and limitation only applies to the extent permitted by law and is without prejudice to any express provisions to the contrary in any written licence or subscription agreement from Tiff Models Ltd in respect of the use of any online service provided via this web site.

13. LINKS

- Links to other web sites provided by Tiff Models Ltd is in good faith and for information only, links do NOT imply that Tiff Models Ltd endorses, sponsors, promotes or is affiliated with the owners of or participants in those sites, or endorses any information contained on those sites, unless expressly stated.
- Tiff Models Ltd is not responsible for the material contained in any web site linked to this site.

We reserve the right to negotiate within the structure of these terms and conditions.

