

INCORPORATION AND INTERPRETATION

- As required by Department of Employment regulations, Fittings Division booking form contains the terms of the booking. When making a booking through Fittings Division means you are abiding by all of the below terms and conditions.

FEES

- The booking fee is for the model's attendance only. It does not cover the cost of any use of the model's image.
- A booking shall be made for a day (eight hours) or half day (four hours) or by the hour subject to a minimum of two hours. The hourly rate is calculated proportionately if not fixed separately at the time of booking.
- Overtime rates apply before 9am, after 6pm and for all time over 8 hours. Payment shall be made for each hour's overtime. Any part hour will be paid for as a full hour. The overtime rates are
 - One and a half times the hourly rate for any overtime between 09:00 and 18:00 Monday to Friday excluding public holidays.
 - As negotiated for night work between 18:00 and 09:00, and in any event not less than double the hourly rate.
 - On Saturdays excluding night work one and a half times the normal rate.
 - On Sundays and public holidays excluding night work double the normal rate.
- Time taken by the model to travel to and from the booking from home will be charged at 50% of the hourly rate if the attendance to fulfil the booking is at a location outside the London Tube zones.

USE

- A fee is payable for any use of any image of the model (or any reproduction or adaptation or drawing or other thing derived from it) in any media (whether existing or yet to be invented) either complete or in part, alone, or in conjunction with anything else. Before any usage the fee for usage must be negotiated and agreed with Fittings Division. Usage will be agreed on the basis of the media in which use is to be permitted and the territory in which use is to be permitted and the period (term) during which use is to be permitted. Any exercise of the right to use negotiated will be conditional on the invoice relating to it being paid in full before any use actually takes place. The fee negotiated is for the right to use and shall remain payable in the event that the right is not actually exercised.

CASTINGS

- A model's attendance at a casting is free of charge provided waiting time is no longer than 20 minutes; and only three garments or less are modelled (not to include underwear); and no more than one still image of the model is taken (in which the model shall be clothed). Measurements of the model may be taken at the casting. If the casting is for underwear that must be specified in advance and details of what the casting will involve must be agreed in advance. If there is any breach payment will be made for the casting at the model's usual hourly rate on the basis of a booking for two hours or the amount of time spent (whichever is the longer) (any part hour will count as a full hour) and in any event at a rate of no less than £35 an hour.

INVOICING AND INTEREST

- All fees and other sums due are invoiced by Fittings Division to the person making the booking, unless at the time of the booking something different is agreed. For example the person making the booking may be acting for another person who is the client (such as the designer, a manufacturer or owner of a product) and it may be agreed that Fittings Division will invoice the client who the booking is being made for; in which case the invoice will be addressed to that person as the client and in that event the person making the booking and the client will each individually and together jointly be responsible for payment. The amount invoiced will be the fees due plus Fittings Division's agency charge of 15% of the fees due plus VAT as

applicable. Payment shall be made within 30 days of invoice or prior to the commencement of "use" (see clause 6) whichever is the sooner. Interest will be due at the rate of 15% a year on sums not paid by the due date, calculated on a daily basis from the date of invoice until payment in cleared funds whether that is before or after judgment.

PROVISIONAL BOOKINGS

- A provisional booking will be held for 24 hours, at which point it will automatically be cancelled if a definite booking has not by then been made.

CANCELLATION

- If a booking other than for a fitting job is cancelled within 24 hours of the start time the full booking fee will be due. This will be reduced by 50% if after the cancellation the person who made and cancelled the booking makes a new booking for the same model to work for the whole of the period covered by the booking.
- If a booking for a showroom presentation is cancelled within 4 hours of the start time payment shall be due on the basis of an attendance of 2 hours.

FASHION SHOWS

- A booking for a catwalk show is for the right to use the model's services on the catwalk for the specified show and includes the right to allow photographers to be present to take still images and videos of the show on condition that all such material is for press and television reporting purposes only. The client warrants that it will ensure that all photographers who attend at the catwalk show are aware of this condition and the client shall be responsible to the model in the event of any breach.

INSURANCE

- The client is responsible for the model's health and safety when the model is 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 this obligation to the model.
- The model is an independent contractor not employed by Fittings Division. Fittings Division acts as agent and is not responsible for any acts or omissions of the model or the consequences of any acts or omissions, including that Fittings Division is not responsible if the model fails to attend a 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 from any act or omission of the model relating to the booking.

NON-SOLICITATION

- While a model is represented by Fittings Division the client will not, either personally or by any other route, make an agreement with the model for any work as a model or extra or any other work of a similar nature such as is booked by Fittings Division or for any other work other than through Fittings Division. Further if a model attended a casting or job for the client in the 12 months before the end of the model's representation by Fittings Division the client will not without the written agreement of Fittings Division (which may be declined) within six months after the end of the representation either personally or by any other route book the model for any work as a model or extra or any other work of a similar nature such as is booked by Fittings Division.

INTERPRETATION AND JURISDICTION

- In these terms and conditions person means a natural person or any other legal entity. If the person making the booking is not the same person as the client then in clause 13 and 15 client shall be construed as including the person making the booking and in respect of those clauses both shall be responsible, each individually and together jointly. These terms and conditions and all other matters connected with the booking are governed by English law and any dispute, if not resolved amicably, will be settled in accordance with that law by a court in England.

NAME: _____

COMPANY: _____

POSITION: _____

DATE: _____

SIGNED:

Please fill in your details and fax back to - **020 7636 7456**