

CHOICE MODEL MANAGEMENT

02078673964 / 07715207735

info@choicemodelmanagement.co.uk

www.choicemodelmanagement.co.uk

TALENT CONTRACT – NON-EXCLUSIVE

Dated this **DATE**

PARTIES

(1) **CHOICE MODEL MANAGEMENT LIMITED** company registration number 11799270) (the “Company”), whose registered office is situated at 49 Greek Street, London, W1D 4EG, hereinafter referred to as “Company”; and

(2) **NAME** of **ADDRESS** , hereinafter referred to as “Talent”).

1. DEFINITIONS

The following expressions shall have the following meanings:

- 1.1 **“Advances”** means money and/or other consideration loaned to Talent by Company as against receipts or anticipated expenses including but not limited to relocation costs, airfare(s), car hire or taxis, hotel expenses, rental expenses, property deposits, work permits, visas, language lessons and shipping expenses.
- 1.2 **“Agency Fee”** means 20% of the Agreed Fee except for equity contract television commercials when Agency Fee means 12% of the Agreed Fee.
- 1.3 **“Agency Regulations”** means the Conduct of Employment Agencies and Employment Businesses Regulations 2003
- 1.4 **“Agent” and “Agency”** means Choice Model Management Limited of 49 Greek Street, London, United Kingdom, W1D 4EG.
- 1.5 **“Agreed Fee”** means the total sum invoiced to the Client less any expenses invoiced on behalf of Company or Talent.
- 1.6 **“Agreement”** means the contract between Company and Talent for agency services incorporating these Terms and Conditions.

- 1.7 **“Assignment”** means any services requested by a Client in connection with any form of advertising, entertainment, leisure, marketing or public relations activities that it is proposed that Talent undertakes.
- 1.8 **“Booking”** means any booking that is made by a Client with or through Company and which involves any Talent providing any Services and/or granting any rights to that Client;
- 1.9 **“Chargeable Costs”** means those cost items which Talent shall be responsible for paying as set out at Schedule 1.
- 1.10 **“Clients or Client”** means any third party, individual, partnership, company or other organisation or entity which contracts with Company with a view to procuring the services of Talent in respect of an Assignment.
- 1.11 **“Commercial Activities”** means all commercial matters relating to Talent including without limitation those relating to endorsement, advertising, sponsorship, personal appearances, media (including television and any other form of broadcast, digital transmission, internet and mobile services), contract negotiations, public relations and the Services, and **“Commercial Activity”** shall be construed accordingly.
- 1.12 **“Data Protection Law”** means the Data Protection Act 2018, the Privacy and Electronic Communications Regulations 2003, the E-Privacy Directive (2002/58/EC) and all applicable laws and regulations relating to the processing of Personal Data and privacy, including any legislation that replaces, repeals and/or supersedes any of the foregoing such as the General Data Protection Regulation (2018).
- 1.13 **“Fees”** means the sums due to Talent from a Client in respect of an Assignment.
- 1.14 **“Membership Fee”** means the one-off fee comprising fees for items listed in Clause 8.3 payable by Talent on signing Company’s terms and conditions if seeking work as a Model, background artist, dancer, extra, musician, singer or other performer. For Talent seeking work solely as a Model, no Membership Fee is payable.
- 1.15 **“Model”** means person who is seeking an Assignment solely as a fashion, photographic or runway model and accepts Company’s Offer of Representation.
- 1.16 **“Model Fee”** means 20% of the Agreed Fee except for Equity contract television commercials when Model Fee means 12% of the Agreed Fee.
- 1.17 **“Offer of Representation”** means an offer made to a Talent by Company to represent Talent for the Term subject at all times to this Agreement with a view to securing Assignments with Clients. These Terms and Conditions together with the Offer of Representation comprise the Agreement with Company.
- 1.18 **“Parties”** means the parties to this Agreement and Party means either of them as the context requires.
- 1.19 **“Regulations”** means The Conduct of Employment Agencies and Employment Businesses Regulations 2003.

- 1.20 **“Representation”** means the representation provided by Company to Talent upon acceptance of the Offer of Representation and these Terms and Conditions.
- 1.21 **“Services”** means the services to be provided by Company as specified in Clause 3 below.
- 1.22 **“Talent”** means any model, actor, actress, artist, photographer, celebrity or other person represented or managed by the Agency and whose services are (or are to be) made available to a Client as part of any Booking;
- 1.23 **“Talent’s Endorsement”** means Talent’s name, nickname, initials, autograph, voice, facsimile signature, assumed name, photograph, image, statements, signifier, likeness, caricature, logo or other identification, motion picture, picture or any other endorsement or image whatsoever associated with Talent and any registered or unregistered trademarks associated therein.
- 1.24 **“Talent’s Image”** includes any reproductions, or adaptations of, or drawings derived from that image, or any other representation of it, either complete or in part whether alone or in conjunction with any wording or other images, photographs, drawings or material of any other nature including electronic imaging for all known or anticipated purposes.
- 1.25 **“Term”** means the duration of Representation as accepted by Talent as agreed between Talent and Company.
- 1.26 **“Terms and Conditions”** means the terms and conditions as set out in this document and any subsequent terms and conditions agreed in writing by Company.
- 1.27 **“Territory”** means the UK.
- 1.28 **“VAT”** means value added tax chargeable under applicable law for the time being and any similar additional tax.
- 1.29 **“Value in Kind”** means the value of any non-cash consideration or benefit received by or on behalf of Talent as part of any Commercial Activity.

2. GENERAL

Unless the context otherwise requires:

- 2.1 These Terms and Conditions shall apply to the Agreement for Representation and shall supersede any other documentation or communication between the Parties.
- 2.2 References to Company and Talent include their permitted successors and assignees.
- 2.3 References to statutory provisions include those statutory provisions as amended or re-enacted; and references to any gender include all genders.
- 2.4 Words in the singular include the plural and in the plural include the singular.
- 2.5 Any variation to these Terms and Conditions must be agreed in writing by Company.

- 2.6 These Terms and Conditions shall be attached to any Offer of Representation and signed and returned to Company by Talent.
- 2.7 Nothing in these Terms and Conditions shall prejudice any condition or warranty, express or implied, or any legal remedy to which Company may be entitled, by virtue of any statute, law or regulation.
- 2.8 Nothing in these Terms and Conditions shall be construed as constituting a partnership or joint venture between the Parties.
- 2.9 Company is acting in the capacity of an employment agency.

3. OFFER OF REPRESENTATION AND MEMBERSHIP

- 3.1 Talent's signature to this Agreement signifies Talent's agreement to Company's offer of non-exclusive representation and membership of the Agency.
- 3.2 The Agreement must be accepted by Talent in its entirety unless any variation to the terms and conditions herein have been agreed by Company in writing as per Clause 2.5 of this Agreement.

4. APPOINTMENT AS AGENT

- 4.1 Company shall operate at all times as an employment agency in accordance with the Employment Agencies Act 1973.
- 4.2 Company will, subject to Talent's acceptance of its Offer of Representation and these Terms and Conditions, act as Talent's Agent and provide Representation to negotiate and conclude agreements with Clients in respect of Assignments.
- 4.3 Following agreement to these Terms and Company will normally immediately commence attempting to secure as many assignments as possible for Talent straight away. The frequency or type of assignment cannot be guaranteed.

5. COMPANY'S OBLIGATIONS

- 5.1 In consideration of the mutual obligations and conditions contained in this Agreement Company agrees to act as Talent's non-exclusive Agent and representative during the Term and to provide one or more of the following Services as Company, in its sole discretion, deems appropriate:
- 5.1.1 advising and counselling, regarding the selection or consideration of the following in the professional modelling industry, (which shall include but shall not be limited to work in print media, industrial exhibitions, advertising, live shows, runway work, video, film, internet, television work and other promotional activities);
- 5.1.2 career opportunities, selection of photographers and other third-party consultants and advertisers;
- 5.1.3 production and development of a suitable photograph portfolio;

- 5.1.4 vehicles for Talent as a model and/or personality;
- 5.1.5 all matters pertaining to publicity, public relations and advertising;
- 5.1.6 the adoption of the proper format for presenting Talent in all formats of the professional modelling, entertainment, media and advertising industries;
- 5.1.7 make-up, hair, physical appearance, clothing, professional behaviour; and/or
- 5.1.8 general practices in the professional modelling industry by means of presentations in print and/or electronically by means of composites portfolios or other means;
- 5.1.9 procuring, developing, negotiating, finalising, organising and administering income-producing opportunities in the following areas:
 - 5.1.9.1 modelling;
 - 5.1.9.2 merchandising, licensing and endorsement (including any and all licensing, merchandising and endorsement opportunities related to or in connection with Talent);
 - 5.1.9.3 personal appearances;
 - 5.1.9.4 television appearances as a host, commentator or on-screen personality;
 - 5.1.9.5 sending invoices and statements to Clients and customers for whom Talent has performed services;
 - 5.1.9.6 collecting income, revenue and fees on behalf of Talent in accordance with Clause 9 of this Agreement;
 - 5.1.9.7 advancing sums of money to Talent in accordance with Clause 9 of this Agreement;
 - 5.1.9.8 evaluating and advising upon requests for the use of Talent's name, photograph, likeness or other intended references to Talent
 - 5.1.9.9 entering into and signing all contracts, and confirmation of orders in relation to any opportunities procured by Company for Talent.
- 5.2 Where relevant, Company agrees to apply for a licence in accordance with the 'Children and Young Persons Act 1963 -The Children (Performances) Regulations 1968' providing that all the required and requested documentation is provided to Company by Talent.
- 5.3 Company shall ensure that Talent is always treated with respect and professionalism and that it will always attempt to pay Talent good rates of pay compared to the market place.
- 5.4 Company shall fulfil and shall continue to fulfil all of its obligations under applicable Data Protection legislation in respect of the management and processing of Talent's personal data, and will not divulge the whole or any part of any personal data received by Company to any person, except to the extent necessary for the proper performance of Company's obligations under this agreement or to comply with any legislation.
- 5.5 If any booking is postponed or cancelled, Company will attempt to notify Talent immediately. It is the responsibility of Talent to ensure that they are always contactable by mobile phone. Company will have no financial liability to Talent in respect of any cancellation where the cancellation of the Assignment is in advance and always provided that no authorised costs have been incurred in anticipation of the Assignment either by Company or Talent.

- 5.6 Aside from the Chargeable Costs, Company shall incur and meet the operating costs of Company as part of its obligation to perform its obligations under this Agreement. Talent acknowledges, accepts and agrees that any costs and expenses which are Chargeable Costs shall be re-charged to and payable by Talent and Company shall be entitled to deduct and/or set-off any such costs and expenses from Talent Fee. No Chargeable Costs will be incurred without the consent of Talent.
- 5.7 Company charges a 20% commission on the Agreed Fees charged to Clients in relation to the Services and not from Talent Fees, except in relation to Equity contracts.

6. TALENT'S OBLIGATIONS

- 6.1 In consideration of the mutual obligations and conditions contained in this Agreement, Talent agrees to:
- 6.1.1 immediately advise Company of all matters concerning Talent's endeavours in the modelling, entertainment, publishing, broadcasting and advertising industries or any other activities that can reasonably be expected to impact on the Services and any other Assignments;
 - 6.1.2 refer any booking enquiries or offers relating to Talent's services to Company where a conflict of interest may be deemed to exist. In the event of doubt, Talent shall seek advice from Company;
 - 6.1.3 familiarise themselves with all the details of each Assignment and the relevant Client before they arrive on location;
 - 6.1.4 confirm to Company as soon as possible on receipt of Assignment details;
 - 6.1.5 not enter into any contract or sign any written documents in relation to any bookings, enquiries or offers related in any way whatsoever to the modelling or entertainment industries and/or any Assignments or any other activities that can reasonably be of Company (to be determined in Company's absolute discretion);
 - 6.1.6 authorise Company to distribute Talent's data which shall include without limitation, Talent's name, image and likeness to Clients and affiliates of Company nationally and abroad as may be convenient from time to time;
 - 6.1.7 authorise Company to publish via Company's website, Talent's name, image and likeness for Talent's promotion;
 - 6.1.8 keep Company updated with Talent's current contact details (including without limitation mobile phone number), identification papers (including without limitation a copy of Talent's current passport) address and bank account details;
 - 6.1.9 at all times when on Company business, appear well groomed with hair and make-up done, and nails, skin and body in optimum condition at all times;
 - 6.1.10 not attend any of the Assignments under the influence of alcohol or illegal drugs, whilst taking prescribed medication which may impair Talent's ability to perform any Assignment satisfactorily, unless Talent notifies Company in advance about such medication prior to any Assignment and Company has agreed that Talent may undertake such Assignment, accepting that Company reserves the right not to use Talent on any Assignment should it be considered that Talent's performance will be impaired by the side effects of such prescribed medication;
 - 6.1.11 provide Company with a Doctor's Certificate or a self-certification form, as applicable, as soon as possible in the event of not being able to attend an Assignment due to

- sickness. In the event of non-compliance, Company reserves the right not to find any further work for Talent;
- 6.1.12 to comply with all reasonable and lawful requests made by Client or Company;
 - 6.1.13 to notify Company immediately of any changes to the appearance of Talent of health or contact details;
 - 6.1.14 during the term of this Agreement, be able to work as a freelance artist and accept work/bookings from outside sources;
 - 6.1.15 inform Company immediately in writing of any dates on which Talent shall not be available for work or of any particular Clients for whom Talent does not wish to work;
 - 6.1.16 carry out all Talent's obligations in a prudent and professional manner and with good humour in respect of any contract negotiated by Company relating to Assignments;
 - 6.1.17 attend all Assignments on time. If Talent is running late, Talent should notify Company immediately. In such cases, Company may be able to deduct money from the Fee in accordance with Clause 7;
 - 6.1.18 keep available and in good condition at Talent's own expense a full range of clothes, accessories and make up in accordance with the reasonable requirements of Clients and Company;
 - 6.1.19 maintain a fit and healthy lifestyle which retains and protects the appearance of Talent including Talent's face, body dimensions, tone, weight, hairstyle and hair colour;
 - 6.1.20 shall give Company feedback on every Assignment the day after completion of the Assignment.
 - 6.1.21 do nothing which violates generally accepted standards of behaviour so as to lead Company to believe that association with Talent would have a negative impact on the reputation or business of Company or any Client; and
 - 6.1.22 comply with all rules and regulations relating to health and safety, fire prevention or general administration which may be in place at the premises of a Client or at a location where an Assignment is being conducted.
- 6.2 Talent warrants and represents that Talent is not a party to any other agreement regarding Talent's professional representation or management which infringes or could otherwise reasonably be expected to conflict with the terms of this Agreement.
- 6.3 Talent warrants and represents that he/she is duly entitled to lawfully work and carry out Assignments in the United Kingdom, and where relevant, that Talent has obtained all necessary work permits, consents and licences to undertake Assignments in the Territory. Talent understands that Company will not actively promote a Talent who has not provided Company with acceptable photographic identification and National Insurance number or relevant work permit.
- 6.4 Talent confirms that he/she is self-employed, and that therefore all fees are paid gross of taxes and National Insurance. To the extent that either Company or Client may become liable for such taxes and National Insurance, Talent hereby agrees to indemnify them and keep them indemnified from and against all such liability, and they shall be entitled in satisfaction of indemnity, to make deductions from any money due to Talent to meet any liabilities as aforesaid.
- 6.5 Talent hereby acknowledges and agrees that the Fees paid in accordance with Clause 8 below constitute the full and final consideration for the Services and shall also be deemed to include the remuneration payable to Talent under the terms of any relevant guild or trade union agreement, or similar organisation of which Talent may be a member and all other additional payments whatsoever required to be made in respect of the Services.

- 6.6 Talent understands that it is his/her duty to register with HM Customs & Excise for Value Added Tax if annual income exceeds the minimum annual turnover registration threshold for the time being in force. In the event of registration, Talent shall supply his/her VAT number and VAT shall be added to all invoices which are issued on Talent's behalf.
- 6.7 Company shall not be liable for any Talent's failure to complete any of the above mentioned. All VAT registered Talent are responsible for sending in VAT invoices within 30 days of all assignments. Talent will invoice Company with any necessary VAT amount on completing the contract in order to receive payment.
- 6.8 In the event that Talent is non-EC and/or non-resident, and does not pay taxes in the UK. He/she is aware of the Foreign Entertainers Tax which is applied to any invoices or transactions of work that Talent might undertake in the UK. Company has Talent's full authority to deduct this tax from earnings and pay it to HMRC.
- 6.9 Talent warrants and represents to Company that:
- 6.9.1 he/she has the full right, power and authority to enter into and perform Talent's obligations under this Agreement which shall constitute lawful, valid and binding obligations in accordance with their terms;
 - 6.9.2 Talent's performance of this Agreement shall not breach any other agreement or obligation (including any law, regulation, licence provision, order, judgment or decree) by which Talent is bound nor shall Talent's performance be affected by such agreements or obligations or by any litigation or dispute in which Talent is, or Talent's representative(s) is/are involved; and
 - 6.9.3 Talent does not appoint Company as sole and exclusive agent and is permitted to contract, negotiate or register with other agents.
- 6.10 Talent grants Company sole authority on behalf of Talent to collect and receive all gross income arising out of any Assignment undertaken by Talent during the Term and also after the expiry of the Term to the extent that such gross income arises out of any Assignments negotiated by Company during the Term.
- 6.11 Talent hereby acknowledges that nothing in these Terms and Conditions, nor any conduct of the Parties, shall create or be deemed to create or imply the relationship of employer and employee between Company and Talent.
- 6.12 Talent on being given the contract by Company must complete the contract in full for the contracted Agreed Fee otherwise Talent will be liable for any losses incurred.
- 6.13 Talent must give at least seven (7) working days' notice to Company to withdraw from an Assignment, which has been booked by a Client. Talent shall be liable for any extra costs that have been incurred by Company, the Client or other models as a result or failure to comply with this condition. It is Talent's responsibility to be available for the duration of the assignment. If a Talent fails to complete an Assignment for any reason other than illness (to be evidenced by a medical certificate) then Talent may be liable to pay for costs or losses incurred.
- 6.14 Talent agrees that Company has the right to terminate this agreement and its representation of Talent with immediate effect should Talent, or any person accompanying Talent, fail to behave in a professional and courteous manner at all times on Assignment(s) or should Talent fail to

attend a pre-arranged Assignment(s) without notifying Company within seven (7) days as required by Clause 11 of this Agreement.

- 6.15 Talent agrees that Company may, in the capacity of Data Controller (The Data Protection Act 2018) share Talent's personal data with third parties, handle, hold and process data about the Talent in order to process primary and residual payments as necessary and, in compliance with statutory requirements, report information to Her Majesty's Revenue & Customs (HMRC).

7. RESTRICTIONS

- 7.1 Talent is obliged to notify Company of any restrictions from former assignments, to which Talent is subject, prior to Company providing any work. If this notification does not occur, Company is entitled to proceed on the basis that there are no such restrictions. In the event that Talent is found in breach of this condition, the costs applicable under Clause 7.3 may be payable.
- 7.2 Talent acknowledges, accepts and agrees that it is essential for the protection and enhancement of Company's and Talent's goodwill and reputation that Talent is professional, reliable and does not cancel and/or fail to attend any Assignment that Company arranges for Talent to perform other than for reasons detailed under Clause 7.3 of this Agreement.
- 7.3 In the event that Talent cancels and/or fails to attend any Assignment other than through 'force majeure', or for valid medical reasons on provision of a doctor's certificate, that Talent is or was to provide to any Client, Talent agrees that Talent will be liable for all costs and expenses (including legal costs) incurred by Company in respect of the Assignment cancelled and/or not attended by Talent and will hold Company harmless for any costs or claims arising from such cancellation including any costs, fees, or damages charged to Company by any third party as a result of:
- 7.3.1 Talent's cancellation of and/or failure to attend any Assignment that Company arranged Talent to perform;
 - 7.3.2 Talent's failure to perform any services to the standard expected of a professional Model, background artist, dancer, extra, musician, singer or other performer; and/or
 - 7.3.3 any unprofessional performance or behaviour.
- 7.4 Should Talent arrive 15 minutes or more late for an Assignment other than in circumstances beyond Talent's control, e.g strikes, accidents, transport cancellations, etc. and/or is otherwise unfit to work in any way, Talent may be sent home by Client and potentially receive no payment or expenses.
- 7.5 If late for an Assignment, Company will be entitled to rely on Client's confirmation of Talent's time of arrival, and will deduct from the Fee as follows:
- 7.5.1 £10 for the first 15 minutes and
 - 7.5.2 an additional £5 for every 15 minutes thereafter.
- 7.6 Talent will not at any time during any Assignment nor for six (6) months thereafter directly or indirectly interfere with, solicit or entice any of the Agencies Clients or persons with whom Company were in consultation.

7.7 Notwithstanding Clause 7.4 of this Agreement, in the event of Talent being in breach of this Clause, Company will be entitled to recover from Talent any Agreed Fees which Company would have been paid by Client had the Assignment proceeded as arranged between Company and Client. Talent must immediately notify Company of any direct offer of employment by a Client of Company for whom Talent has carried out an assignment.

8. MEMBERSHIP FEES

8.1 If Talent is seeking work as a model in addition to an actor, background artist, dancer, extra, musician, singer or other performer, the Membership Fee will be payable within 30 days of Talent joining Company and signing these Terms and Conditions as permitted by the Agency Regulations.

8.2 The Membership Fee is not permitted/charged to Talent on Spotlight, a database for professional actors in the UK.

8.3 The Membership Fee covers an unlimited duration of Talent's membership of the Agency and will cover the following:

- 8.3.1 creating a profile for Talent online
- 8.3.2 publishing details of Talent on Company website;
- 8.3.3 access to services such as promotional materials, personal career grooming,
- 8.3.4 out of pocket expenses including booking fees, photocopies, couriers and long-distance telephone calls.
- 8.3.5 administration costs
- 8.3.6 the cost of entry into the digital casting book.
- 8.3.7 marketing to potential hirers;
- 8.3.8 sending Talent to photographers for test shoots;
- 8.3.9 laying-out the portfolios of Talent;
- 8.3.10 investing in hair and make-up;
- 8.3.11 paying for graphic designers and printers for marketing material; and
- 8.3.12 paying for travel and accommodation.

8.4 Should Talent not be satisfied with the profile and marketing documentation prepared by Company, Talent has up to seven (7) days after the cooling off period to advise that they do not want the information to be published. After this period, the Membership Fee will be payable. If Talent fails to respond during this period, they will not be entitled to a refund of the Membership Fee. However, we are happy and will refund the Membership Fee back to the talent in full upon the completion of their first assignment.

8.5 If Talent is represented by Company solely as a Model, Talent acknowledges under the Agency Regulations that there is no Membership fee applicable, and no charges to join and register with Company.

9. PAYMENT OF FEES

- 9.1 Company will notify Talent of all details of an Assignment and the rates of pay at the time of booking, which will then be confirmed in writing by email or otherwise (before the commencement of the Assignment).
- 9.2 Invoices for bookings undertaken through Company must be received within four (4) years of the Assignment completion date in accordance with the Statute of Limitations although Talent is actively encouraged to submit invoices within thirty (30) days of the Assignment completion date.
- 9.3 Talent represents and warrants that:
 - 9.3.1 Talent authorises and directs Company to collect, receive and deposit in to Company's bank account all Gross Income and sums received by Company for Talent's services including all sums due to Company or any of Company's affiliates, including without limitation the Agreed Fee and such sums received after termination of this Agreement.
 - 9.3.2 Company shall pay all Fees due to Talent into the bank account notified in writing to Company by Talent on a monthly basis;
 - 9.3.3 Company is authorised by Talent to deduct and/or set-off any expenses paid on Talent's behalf, from the Agreed Fee received by Company from time to time as Company deems necessary and appropriate in accordance with the agreed terms and conditions for the Assignment;
 - 9.3.4 in the event that Talent is paid directly by Client (which will require Company's prior written consent), Talent must immediately reimburse Company the Agreed mark-up on the Fee;
 - 9.3.5 unless Company determines otherwise in its absolute discretion, Talent shall not be entitled to retain any Fees until Talent has repaid to Company any and all amounts owed to Company; and
 - 9.3.6 Company shall be entitled to deduct the Agency Fee from the Agreed Fee as soon as the Agreed Fee is received by Company.
- 9.4 Company shall pay Talent the Fee within one (1) month of an assignment completed to the satisfaction of Client.
- 9.5 Company reserves the right not to pay Talent the Fee if an assignment has not been completed satisfactorily or there is a breach any provision of these terms.
- 9.6 All payments of Talent Fees or other amounts owed to Talent shall be paid in pounds sterling and shall not be grossed up for tax including without limitation withholding tax.
- 9.7 Talent shall be responsible for paying any tax liabilities in the Territory of Fees received and shall confirm in writing, if requested by Company, that all tax liabilities have been appropriately settled and paid.
- 9.8 Company will pay Talent the Fees by cheque posted to the home address on record, or as Talent may otherwise notify to Company in writing from time to time, or by such mode of electronic transfer as Company decides to such bank account as notified by Talent.
- 9.9 Company is not liable for nor will it pay any holiday, sickness or maternity pay, or any pension entitlements to Talent.

9.10 Company does not accept any responsibility beyond the agreed working hours or any overtime negotiated by Company. If Client requests that Talent requested (or his/her representative) to perform any overtime or other service not part of the agreed scope of the Assignment, Talent must confirm with Company beforehand, otherwise it will not be liable to pay Talent such overtime or in relation to any non-scoped service.

10. CHARGEABLE COSTS

10.1 Company is under no obligation to pay for Talent's Chargeable Costs under Schedule 1 of this Agreement and any Chargeable Costs paid by Company on behalf of Talent shall be deducted from the Agreed Fee.

11. TERMINATION

11.1 Subject to the payment of any and all outstanding amounts pursuant to Clause 10, the Term shall continue unless and until either Talent or Company serves not less than 30 days written notice of termination on the other Party.

11.2 Subject to the 30-day cooling off period, Talent may terminate the Agreement if Company fails to comply with any aspect of these Terms and Conditions and this failure continues for a period of 52 weeks after notification of non-compliance is given.

11.3 Notwithstanding Company's other rights and remedies, Company shall have the right to terminate this Agreement upon seven (7) days written notice served on Talent, if at any time during the Term:

11.3.1 Talent's repeated and continued failure to maintain Talent's appearance including Talent's face, skin, body dimensions, tone, weight, hair style and hair colour is detrimental to Company's ability to perform the Services and Talent's ability to perform any allocated Assignment;

11.3.2 Talent's failure to co-operate with Company's booking procedures and policies is detrimental to Company's ability to perform the Services and Talent's ability to perform any allocated Assignment;

11.3.3 Talent's failure to remain available for modelling assignments is detrimental to Company's ability to perform the Services and Talent's ability to perform any allocated Assignment;

11.3.4 Talent cancels or fails to attend any Commercial Activity;

11.3.5 there is unsatisfactory feedback from Clients or photographers to either Talent's personal appearance or portfolio;

11.3.6 any misconduct on Talent's part which adversely affects Company's and/or Client's professional image or reputation in the modelling industry;

11.3.7 Talent is convicted of any criminal offence;

11.3.8 Talent fails to repay any amount owed to Company;

11.3.9 Talent is made bankrupt or makes a composition or arrangement with Talent's creditors;

11.3.10 Talent conducts himself/herself publicly in a manner that offends against decency or morality or causes Talent to be held in public ridicule, scorn or contempt or is involved in a public scandal;

- 11.3.11 Talent uses, deals in or aids and abets any other person to use or deal in any illegal drug or other substance; or
- 11.3.12 Talent's failure to perform their obligations in accordance with the terms of this Agreement.

12.3 Any rights to terminate the Agreement shall be without prejudice to any other accrued rights and liabilities of the Parties arising in any way out of the Agreement as at the date of termination.

13. LIMITATION AND LIABILITY

13.1 Nothing in this Agreement shall exclude or limit the liability of Company for death or personal injury, however Company shall not be liable for any direct loss or damage suffered by Talent or any third party howsoever caused, as a result of any negligence, breach of contract or otherwise in excess of the sum insured under the professional indemnity insurance policy held by Company in the insurance year in which Talent's claim is first notified.

13.2 Neither party excludes or limits its liability under this Agreement for:

- 13.2.1 death or personal injury caused by its negligence;
- 13.2.2 fraudulent misrepresentation; or
- 13.2.3 any other type of liability which cannot by law be excluded or limited.

13.3 Subject to Clause 13.2, Company limits its liability under this Agreement, whether such liability arises in contract, breach of legal duty (including without limitation negligence) or otherwise, so that the maximum liability of Company for all claims brought in connection with this Agreement or its subject matter shall be limited to and shall not in aggregate exceed the total amount of the Agreed Fees paid to Company within:

- 13.3.1 six (6) months prior to the liability arising.

13.4 Company shall not be liable for:

- 13.4.1 loss of business, use, profit, anticipated profit, contracts, revenues, goodwill or anticipated savings;
- 13.4.2 failure by Client to attend a booking for whatever reason other than 'force majeure'. In such event, Client shall remain responsible for all associated costs incurred by both Company and Talent including unproductive travel time and any other associated expenditure for any booking;
- 13.4.3 damage to Talent's reputation; or
- 13.4.4 consequential, special or indirect loss or damage, even if Company has been advised of the possibility of such loss or damage.

13.5 Company accepts no liability for any items lost or damaged whilst Talent is engaged on an Assignment.

14. INDEMNITY

Talent undertakes to indemnify and keep fully indemnified Company at all times from and against any actions, proceedings, claims, demands, costs (to include without prejudicing the generality of this clause, the legal costs of Company), awards or damages howsoever arising directly or indirectly as a result of any breach or non-performance by Talent of any of Talent's obligations, undertakings or warranties as set out within these Terms and Conditions.

15. FORCE MAJEURE

15.1 Neither Party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control (force majeure events). These include but are not limited to:

15.1.1 an act of God;

15.1.2 war, insurrection, riot, civil disturbance, acts of terrorism;

15.1.3 fire, explosion, flood, storm;

15.1.4 theft or malicious damage;

15.1.5 strike, lock-out, or other industrial dispute (whether involving the workforce of the party so prevented or any other party), third party injunction;

15.1.6 national defence requirements, acts or regulations of national or local governments;
or

15.1.7 an inability to obtain essential fuel, power, raw materials, labour, containers or transportation, accident, malfunction of machinery or apparatus, denial of export or import licences.

15.1 Agreement to the extent that the failure is caused by Force Majeure, the effects of which could not have been reasonably anticipated or prevented by that Party.

15.2 A Party becoming aware of any Force Majeure must promptly notify the other of the relevant facts and any likely delay or other effect, and both Parties shall use their best endeavours to mitigate the effects of the Force Majeure and the party shall be entitled to a reasonable extension of its obligations.

16. ASSIGNMENT

Talent shall not be entitled to assign its rights or obligations or delegate its duties under this Agreement without the prior written consent of Company.

17. THIRD PARTY RIGHTS

17.1 For the purposes of the Contracts (Rights of Third Parties) Act 1999 this Agreement is not intended to, and does not give any person who is not a party to it any right to enforce any of its provisions.

17.2 Nothing in these Terms and Conditions intend to or confer any rights on a third party.

18. SEVERANCE

If any term or provision in this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the

provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision omitted.

19 REPRODUCTION RIGHTS

19.1 All images and details reproduced in association with Company are supplied by the individual Talent and/or their associates and with the full permission and consent of the individual Talent/associates. Company cannot be held responsible for any loss howsoever caused by Talent misrepresenting themselves in any way.

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

20. NON-DISCLOSURE OF TRADE SECRETS

Talent shall not at any time, whether during the currency of this agreement or at any time after the termination thereof, divulge any information to any person, organisation or other Company.

21. VARIATION

No variation of this Agreement shall be effective unless it is in writing and signed by, or on behalf of all Parties.

22. ASSIGNMENT

Neither party shall assign or transfer its rights and/or obligations pursuant to this Agreement (other than for the purposes of internal corporate reconstruction reorganisation, merger or analogous proceedings) without the prior written consent of the other Party.

23. WAIVER

No exercise or failure to exercise or delay in exercising any right, power or remedy vested in Company under or pursuant to this Agreement shall constitute a waiver by Company of that or any other right, power or remedy.

24. COUNTERPART

This Agreement may be executed in any number of counterparts (facsimile, Email or original), each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same agreement. No counterpart shall be effective until each Party has executed at least one counterpart.

25. ENTIRE AGREEMENT

This Agreement supersedes any previous agreements, arrangements, documents or other undertakings either written or oral between the Parties.

Each Party acknowledges that, in entering into this Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement.

26. GOVERNING LAW AND JURISDICTION

26.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English and Welsh courts.

26.2 These Terms and Conditions and any non-contractual obligations arising out of this Agreement are governed by English law and any dispute will be settled in the English courts.

This Agreement has been entered into on the date stated at the beginning of it.

SIGNED by **CHOICE MODEL MANAGEMENT LIMITED**

by **Director**

.....**M H**.....

SIGNED by **NAME** **Talent**

Signature:

Name:

If Talent is under 18 years of age, Talent’s parent or legal guardian must sign as a deed below:

Signature:

Name:

Relationship with Talent:
(Parent/Guardian)

Address:

In the presence of:

Signature:

Name:

Address:

SCHEDULE 1

Chargeable Costs - Items that will be recharged to models

Only with the model/guardian's consent

(Unless incurred on a Client's behalf and agreed as chargeable to that Client)

- Relocation costs
- Airfares
- Car hire or taxis
- Chauffeured cars
- Hotel expenses
- Rental expenses
- Property deposits
- Work permits
- Visas
- Language lessons
- Shipping expenses
- Personal expenses
- Cash advances