

J'adore Models Ltd**Terms and Conditions issued to Clients****1. Terms and Conditions**

- a) As required by Agency Worker Regulations 2010, the Agency's Booking Agreement, which contains a breakdown of all specific terms of the booking, must be signed and returned by the Client for each independent booking (see Fig 1);
- b) The completed Booking Agreement, along with these T&Cs form the agreement between the parties relating to each booking;
- c) Should the Client fail to sign and return the Booking Agreement whilst still going ahead with the booking, by proceeding, they are agreeing to all T&Cs;
- d) Any amendment and/or variations made to the Booking Agreement by the Client are invalid and non-binding unless the Agency has specifically agreed to them;
- e) Contract and authority: all matters relating to the use of the model's image, any other services supplied by the model and all fees, must be negotiated and agreed only with the Agency. The Client shall not attempt to negotiate, nor allow others to negotiate, with the models directly; such a negotiation would be deemed invalid.
- f) Interpretation of T&Cs: Client acknowledges and agrees that the Agency is the supplier of services and that these T&Cs cover all quoted and confirmed bookings.

2. Booking fees

- a) Unless agreed otherwise and included in the Booking Agreement, booking fees provide the Client the right to use images, as agreed, within the UK only for 12 months or for a single season in the case of a fashion booking, from agreed date.
- b) Fees are charged as below:
 - i. Full day (up to 8 hours between the hours of 9am-6pm, Mon-Fri)
 - ii. Half day (up to 4 hours between the hours of 9am-6pm, Mon-Fri)
 - iii. Weekends and bank holidays will be subject to higher fees (approximately 1.5 x standard fees)
 - iv. Agency may agree specific fees to accommodate Client's required hours accordingly
- c) Overtime:
 - i. Overtime after a full day booking is charged at 1.5 x hourly rate;
 - ii. Overtime from a half day booking, up towards 8 hours is charged at 1 x hourly rate, then 1.5 x hourly rate.
- d) Travel that goes beyond considered 'reasonable travel' will be outlined with a separate fee at the point of booking e.g. travelling for location bookings.
- e) If Client requires talent for Fittings or Prep Work, a separate fee will be outlined at the point of booking.
- f) If additional expenses are required, the Agency will outline this at the point of booking.
- g) If additional usage is required, the Client must not proceed with extended / amended / reproduced usage of content without prior consent of the Agency, upon which a separate fee will be agreed.
- h) Additional factors on fees:
 - i. Territory – where the images / content will be in terms of geographical and digital location;
 - ii. The services of the talent required e.g. personal appearances for PR, creating further digital content on behalf of the brand.
- i) Additional bookings:
 - i. Fashion shows: catwalk bookings provide the Client the right to make use of talent on catwalk for specified show, photographers to be present for imagery and video content for reporting purposes only, not for commercial use;
 - ii. Music videos / Promotional films: fees would be based on studio shoot fee and buyouts agreed.
 - iii. When the Agency agrees for a photographer to take a test shoot, imagery / content may not be used for commercial purposes as outlined in the Test Clause Agreement.

3. Agency fees

- a) All bookings (apart from equity contract TV commercials) Agency will charge a supplement of 20% on all fees including, without limitation, 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;
- b) Both the Agency fees and model fees will be invoiced by the Agency;
- c) Unless otherwise agreed at the time of booking, the Talent disbursement is 66.66% Agency's disbursement is at 33.34% of total invoice;
- d) Equity contract TV commercials in the United Kingdom: the fee negotiated by the Agency is the model's fee from which an Agency commission will be deducted at 22.5% of the invoice total.
- e) Value added tax (VAT) all fees payable under these T&Cs are exclusive of VAT and any other similar or equivalent taxes or duties which shall be payable in full by the Client, outlined at point of booking.
- f) **Exclusivity fees** - Unless otherwise agreed in the Booking Agreement, talent is supplied to the Client by the Agency on a non-exclusive basis and is free to work with all other Clients. Should a Client require exclusivity of talent, the period, territory, content type and competitors must be clearly outlined to the Agency and fees would be agreed accordingly. It's the Client's responsibility to check that no such conflicting work has occurred.

4. Invoicing

- a) All invoice payments are required to be made 30 days from the date of booking, unless agreed otherwise at the point of booking;
- b) The Agency has the right to request alternative payment terms;
- c) The person booking the model is the Client and they will be invoiced and solely responsible for payment, unless otherwise agreed in writing at the time of booking either via the Booking Agreement or New Client Form. The Agency reserves the right in its discretion to invoice the 'ultimate

Client', (e.g. designer/ manufacturer/owner of the product in question). Where the Client is booking on behalf of a third party end user, they are entering into these T&Cs fully as agent to the third party and agree that the end user is entering into agreement;

- d) All fees agreed for image and content rights are payable whether this right is exercised by the Client or not.
- e) Overdue payments:
 - i. Please be aware that any overdue invoices will be passed to our debt collection service and additional charges will be incurred.
 - ii. Agency reserves the right to charge interest on any outstanding amount owed at 5% per annum over Natwest Bank PLC base rate, daily from due date up to payment date.
 - iii. All owed monies are to be paid into the designated Agency Client account, without exception.

5. Cancellation and Cancellation Fees

- a) Cancellation of booking by Client:
 - i. Cancelling within 24 hrs of call time results in 100% fee charged and payable, unless the same model is rebooked within 24hrs of the cancellation then the fee is reduced by 50%.
 - ii. Between 24-48 hours of the call time results in 50% of fee charged and payable.
 - iii. For bookings of more than 3 days duration cancelled with less than 5 working days' notice, 100% fee will be charged.
 - iv. For bookings of more than 3 days duration cancelled with less than 10 working days' notice less than 50% fee will be charged.
 - v. For such notice periods, working days do not include Saturdays, Sundays and Bank Holidays.
 - vi. If cancelled due to weather related conditions, 50% of the booking fee is charged. If the Client has failed to inform the Agency and talent to save their attendance, 100% fee is charged.
 - vii. For social media bookings across any platforms, if cancelled after content has been created, 50% of the total fee will be charged. If cancelled after the post has gone live, the full fee will be charged.
 - viii. Cancellation fee refers to the total monetary amount of the entire booking.
- b) Cancellation of booking by Agency:
 - i. If the Agency needs to cancel the booking, it will use reasonable endeavours to provide the Client with reasonable notice and take steps to offer suitable replacements. It will also take practical steps to avoid such events occurring.
 - ii. The Agency shall be entitled to cancel a booking at any time and for any reason prior to the booking date without liability to the Client for costs incurred.
 - iii. In the event a model is ill and the job is therefore cancelled, the Agency shall not be liable to the Client for any loss of earnings.
- c) **Force Majeure**: the Agency shall not be liable to the Client for any delay in performing or failure to perform any of its obligations under these T&Cs which is due to any cause beyond its control and which is unknown to, and cannot reasonably be anticipated by the Agency including without limitation fire, flood or catastrophe, acts of God, insurrection, workforce action, war or riots, pandemics, epidemics, Government enforced lockdowns (an "Event of Force Majeure") nor any delays caused by such. Note that this is not an exhaustive list of what is considered to be a Force Majeure event which is at the discretion of the Agency.

6. Model care and safety

- a) The Client should ensure that the talent is treated with respect and professionalism, taking health, safety and wellbeing into consideration at all times in accordance with The Association of Model Agents' Code of Practice, such as:
 - i. Venue, location and working conditions are safe, following all relevant regulations and practices;
 - ii. Allows model to take suitable and regular breaks;
 - iii. Provides adequate level of insurance in line with Clause 8;
 - iv. Ensure that all people engaged by Client for booking are suitable qualified, experienced and professional;
 - v. Provide suitable changing and dressing area;
 - vi. Clients are responsible to provide refreshments on full day bookings.
 - vii. Credit in the form of 'model's name' @ 'the Agency' wherever relevant.

7. Warranties

- a) The Client warrants and represents to the Agency that:
 - i. It has full capacity to enter into these T&Cs and perform its obligations accordingly;
 - ii. The booking has been executed by an authorised representative of the Client;
 - iii. It will take all steps to protect the talent and treat them in accordance with all applicable laws, good industry practice and outlined expectations in Clause 6;
 - iv. It has all necessary permits, licences and consents to enter into and to perform its obligations under these T&Cs and such obligations shall be performed in compliance with all applicable laws, enactments, orders, regulations, and other similar instruments (including but not limited to any employment law or health and safety requirements in effect from time to time);
 - v. It will promptly disclose to the Agency all necessary information (e.g. location / length of the shoot / requirements for any foreign travel) and details relating to the provision of the services to enable the Agency to ensure that the model is suitably prepared and able to perform the services.

8. Indemnity and Liability

- a) The Client shall indemnify the Agency and keep the Agency indemnified against all costs, expenses, damages and losses suffered or incurred by the Agency (e.g. legal costs / expenses on a full indemnity basis) arising out of or in connection with:
 - i. Any breach by the Client of T&Cs;

- ii. Any claim brought by a third party against the Agency in circumstances where, as a result of the Client's acts or omissions, the distribution of images, in whatever form, outside of the agreed territory and in breach of these terms and conditions has caused the Agency to be in breach of the terms of an exclusive agreement with such third party;
- iii. Any breach by the Client of any applicable laws and regulations including but not limited to any breach of applicable health and safety or employment laws and regulations as amended from time to time.
- iv. No party excludes or limits its liability under these T&Cs for: death or personal injury caused by its negligence; fraudulent misrepresentation; any other type of liability which cannot by law be excluded or limited.
- v. The Agency shall not be liable for: loss of business, use, profit, anticipated profit, contracts, revenues, goodwill or anticipated savings; product recall costs; failure by the model to attend a booking for any reason; damage to Client's reputation; consequential, special or indirect loss or damage; even if Agency has been advised of possibility of such loss or damage.
- vi. The Client shall effect and maintain (and require its ultimate Client, if any, to maintain) throughout the continuance of T&Cs all relevant insurance policies and provide appropriate coverage to cover all liabilities and risks such as: protect the talent and the Agency should any damage, injury or loss be caused whilst the model is providing services to the Client, and travel insurance to cover the activities of model whilst travelling to and from the location of the services.

9. Intellectual property rights

- a) The photographer and/or the Client, and anyone obtaining rights through the photographer/Client is not entitled to use any images for any usage beyond that agreed in the agreed Booking Agreement. The Client shall draw all these T&Cs to all relevant production team members and procure their agreement before the shoot commences.
- b) All rights not expressly granted to the Client under these T&Cs are hereby reserved to the Agency and/or the model as appropriate. The Client acknowledges and agrees that the Agency is the owner or licence holder of all commercial rights and intellectual property rights relating to the model.
- c) The Client acknowledges and agrees that the Agency and the model may use the images resulting from any booking in any form whatsoever, solely for the model and the Agency to promote the model and in the search of future job opportunities for the model.
- d) **No use of Artificial Intelligence (AI) to generate any form of content, imagery or likeness of talent without express prior consent from the Agency.**

11. Complaints and disclaimer

- a) Any cause for complaint must be reported to the Agency by the Client as soon as it arises. Complaints cannot be considered and/or dealt with effectively after the services have been delivered. Whilst the Agency will use reasonable endeavours to ensure that the models provide a satisfactory and efficient services to Client s, as the agent, the Agency cannot be held responsible for a model's conduct or behaviour whilst delivering the services and in this regard the Agency shall not be held liable for any costs, expenses or losses suffered as a consequence of the behaviour or conduct of any model.
- b) Complaints process: Client must outline a complaint to the Agency via relevant Booking Agents within 5 working days of issue either verbally or in writing. The Agency will respond to the complaint within 14 working days and endeavour to resolve the matter as quickly as possible. Should the Talent raise a complaint, this will be directly to the Agency and their specific Talent Manager or Head Booker via email.

Model bookings: Mens Jadine@jadoremmodels.co.uk / Womens: Kinga@jadoremmodels.co.uk Social bookings: Rae@jadoremmodels.co.uk

12. General

If any of the T&Cs are deemed by a competent authority to be invalid, each severable terms will remain in force to the fullest extent permitted by law;

- a) The parties agree to keep, and to instruct its agents, employees, advisers and sub-contractors with knowledge hereof to keep these terms and conditions strictly private and confidential and not to disclose any details relating to the same, subject to disclosure in the following circumstances;
- b) The parties agree that these T&Cs and its provisions will be governed by and construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English Courts;
- c) The Parties to this Agreement agree that the Company may enforce its rights under these terms and conditions in any other court of competent jurisdictions outside of the courts of England and Wales.
- d) Entire Agreement Clause; in entering into this agreement, this forms the entire agreement between the parties and supersedes and extinguishes all agreements, promises, assurances, warranties, representations and understandings between the parties whether written or oral, relating to this agreement.

Defined terms:

T&Cs: terms and conditions

Agency: J'adore Models LTD

Talent: model or influencer

Client: company booking talent

Booking Agreement: document outlining booking agreement (see fig 1)

Test Clause Agreement: document outlining photography booking terms and conditions

Reasonable Travel: up to 60 minutes from Talent's location to booking location

Additional Usage: use of content / imagery outside of what's outlined in Booking Agreement

Additional Expenses: additional costs to talent such as, not limited to, travel, hotel, refreshments

Model Fee: net amount paid to the model from the total booking amount

Fittings and prep work: time spent by talent trying on garments, testing products, consultations as examples as requested by Client.