

## **Booking Fees**

In general, booking fees cover the right to use images for one year from the date of the booking, in the Country of Assigner only, for the initial Permitted use. Unless stated on our booking confirmation.

### **Daily/Hourly Rate**

Booking fees are charged by the 2 hours, ½ day or whole day.

### **Overtime**

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

- a. The overtime rate is £100.00 per hour.
- b. A special rate is negotiated for night work between 24.00 and 08.00 hours.
- c. Work on Saturdays is at one-and-a-half times the normal rate.
- d. Work on Sundays is at double the normal rate.

(Any changed to the above will be stated on our booking confirmation)

### **Travel**

All fees will be quoted prior to any assignment being agreed.

### **Additional Fees**

**To be agreed at the time of the booking:**

#### **Usage**

Additional fees are payable for the right to use the photographs (or reproductions, or adaptations of or drawings there from, either complete or in part, alone or in conjunction with any wording or drawings) for all known or anticipated purposes other than the initial Permitted Use. All usage other than direct mail, brochures and leaflets will need to be agreed prior to the booking taking place.

#### **Territory**

Additional fees are also payable for the right to use the photographs (or reproductions, or adaptations of, or drawings there from, either complete or in part, alone or in conjunction with any wording or drawings) for all known or anticipated territories other than the UK. In general, the additional fees cover the right to use one image for one year from the date of the booking unless stated in our booking confirmation. In the territory or territories agreed.

## **Agency Fees**

### **All bookings excepting Equity Contract TV Commercials**

All fees quoted are inclusive of agency fees. Unless otherwise agreed at the time of booking the model disbursement is included at 66.7% and the agent's fee at 33.3% of the invoice total.

### **Equity Contract TV Commercials**

The fee negotiated by the agent is the artist's fee from which agency commission will be deducted at 20% of the invoice total. Agreed expenses will be added where appropriate.

### **On all invoices payment**

Is required within 30 days of date of invoice. In all cases the person booking the models will be invoiced and solely responsible for payment, unless otherwise agreed at the time of booking. We reserve the right to invoice the ultimate client (i.e. designer/ manufacturer/owner of the product in question). All fees are for the right to use pictures and, once agreed, are payable whether or not the use is appropriated.

### **Use Of Images**

Clients own the images, as stated on our booking confirmation, only when payment has been received in full.

### **Direct Bookings:**

Source Models reserve the right to charge a model agency fees (as detailed above) should they accept a direct booking from a client within 2 years of the last booking.

### **Exclusion Fees**

A special fee will be negotiated when the work is in conjunction with a product which precludes work for competing products. It is the CLIENT'S responsibility to check whether conflicting work has been done. If a model advertises a product he/she is able to work for any competitor unless an exclusion fee is negotiated.

## **Bookings**

### **Provisional Bookings**

Provisional bookings will be automatically cancelled if they are not confirmed with 24 hours of the proposed booking, or if a definite booking is offered and the provisional cannot be confirmed.

### **Cancellations**

If a booking is cancelled within one working day of the starting time the full fee will be charged unless the same model is re-booked within 24 hours then 25% charge will apply. If a booking is cancelled outside the one-day period but within two working days of the starting time then half the fee will be charged, if the model is re-booked within 24 hours then a 25% charge will apply. If a booking is cancelled outside the two working day period but within 10 working days then 25% of the fee will be charged.

#### Weather Permitting Bookings

Need to be agreed at time of booking and cut off dates and times agreed to prevent cancellation charges detailed above.

#### Meals

Clients are responsible for models meals and refreshments on all full day bookings and 4 hour bookings if the start time is between 10.00am and 12.00pm

#### Copyright

The photographer is not entitled to use any of the images he takes for any usage beyond that agreed under sections 2,8,9 above. The photographer to this extent agrees to restrict use of his copyright and, if the model agency client is not a photographer, the client is to draw these terms and conditions to the attention of the photographer and obtain his agreement to them before the shoot commences.

#### Complaints

Any cause for complaint should be reported when it rises. Complaints cannot be considered in retrospect.

#### Force Majeure

Neither party shall be liable to the other party by reason of any failure or delay in the performance of its obligations under the Agreement which is due to force majeure where there is no practical means available to the party concerned to avoid such failure or delay

If either party becomes aware of any circumstances of force majeure which may give rise to any such failure or delay or which appear likely to do so that party shall promptly give notice of those circumstances as soon as practicable after becoming aware of them and shall inform the other party of the period for which it estimates the failure or delay shall continue

For the purposes of this condition force majeure means any event or occurrence which is outside the control of the party concerned and which is not attributable to any act or failure to take preventative action by the party concerned but shall not include any industrial action undertaken by the Client **This contract shall be governed by and interpreted in accordance with English Law and shall be subject to the exclusive jurisdiction of the Courts of England and Wales.**

## General

All fees are to be negotiated only with Source Model agency. Whilst every reasonable endeavour is made to provide satisfactory and efficient service to our clients we cannot be held responsible for a model's conduct on an assignment. SOURCE Models Ltd cannot be held responsible for any costs incurred as a result of the lateness of a model in attending a booking SOURCE Models Ltd reserve the right to negotiate within the structure of these Terms and Conditions Models introduced by us to a client or his agent must be booked through SOURCE Models Ltd 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 These contractual terms and conditions bind all clients who contract with SOURCE Models and clients who are so must notify all third parties affected by the contract that these terms and conditions apply.

Please also read our privacy policy

<https://www.sourcemodels.co.uk/privacy-policy-source-models>