

Terms and conditions

The Agency's (MUNE Casting Ltd) booking confirmation sent via email, containing the specific terms of the booking, must be signed and returned by the client (Model hirer). Proceeding with the booking without signing the booking confirmation will be a way of acceptance, of the booking, and these terms and conditions.

Any amendment and/or variations made to the booking confirmation form by the client shall not be valid and binding unless the Agency has agreed to such amendment and/or variation in advance and confirmed such agreement.

Fees

Daily/hourly rate

Booking fees are charged by the full day, (8 hours), half day (4 hours) or by the hour, or on an alternative basis. Details will be set out in the booking confirmation form.

Standard rates are charged during Monday to Friday between 09:00 and 17:00 or 10:00 and 18:00 excluding bank and public holidays.

Overtime rates apply at any time in excess of any 8 hour period including any time outside 09:00 and 17:00 or 10:00 and 18:00, Monday to Friday and on all bookings lasting longer than 8 hours. Overtime rates will be charged as follows:

1) Work on Saturdays between 09:00 and 24:00 is charged to the client at one and a half times the standard hourly rate. Work on Sundays and bank and public holidays is charged to the client at double the standard hourly rate.

Fitting fees

Any time spent by the model for fittings is charged at £25 per hour for children aged 0-16. Any time spent by the model for fittings is charged at £35 per hour all adults over 16.

Additional fees

To be agreed at the time of the booking or before any additional usage

Usage

Additional fees are payable for the right to use the model's image or 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 anticipated purposes other than the initial permitted use, details of which will be set out in the booking confirmation form, e.g. Web, Packaging, Mailers, POS

etc. The booking confirmation will detail the duration, location & use of the usage. Under no circumstances will each additional usage fee be less than the model's advertising day rate as determined by the Agency unless determined otherwise by the Agency in its absolute discretion.

Agency Fees

Are detailed in the contract between the Agent and the Artist/Model

The fee negotiated & set by the Agency is the model's fee from which an agency commission will be deducted at 10% MAIN, 17% SA OR 20% Model of the invoice total.

Fees quoted and set will be given to the Artist/Model at the time of booking and confirming the booking.

5. Invoicing

On all invoices payment is required to be made by the client within 30 days of the date of the invoice unless an alternative period is agreed in writing by the Agency. In all cases, the person booking the model is the client, who will be invoiced and solely responsible for payment, unless otherwise agreed in writing at the time of booking. The Agency reserves the right in its discretion to invoice the 'ultimate client', (eg. designer/ manufacturer/owner of the product in question). For example, this may be done if the client is booking on behalf of the ultimate client, in which case the client and the ultimate client are jointly and severally liable to pay all of the fees and settle the invoice accordingly. All fees for usage are for the right to use the model's image and, once agreed, are payable whether or not the right is exercised. Unless the Agency specifically agrees otherwise, in writing, no usage for the model's image is permitted until payment is made in full. The agency reserves the right to alter payment terms if it deems appropriate, prior to booking.

If the client fails to pay in full on the due date any amount which is payable to the Agency, without prejudice to any other right or remedy of the Agency, the amount outstanding shall bear interest both before and after any judgement at Three per cent per annum, this is from time to time from the due date until up to and including the date that payment is made in full and such interest shall be compounded and accrued on a daily basis.

Provisional bookings

Provisional bookings will be automatically cancelled if they are not confirmed by the client within 24 hours of the proposed booking.

Cancellations

Cancellation of booking by the Client

Within 24 hours of the booking call time the full booking fee will be charged and payable by the client unless the same model is booked within 24 hours of the cancellation in which case half the booking fee will be charged and payable by the client.

Outside 24 hours of the booking call time but within 48 hours of the booking call time of the booking date then half the booking fee will be charged and payable by the client.

The full booking fee will be charged and payable by the client for bookings of more than three days duration: within a period equal to or less than the length of the booking, then Saturdays, Sundays and bank and public holidays are excluded for the purpose of determining the cancellation notice period.

Cancellation of booking by the Agency

Should the Agency want to cancel a booking then it shall use reasonable endeavours to provide the client with reasonable notice, take steps to offer to the client a suitable replacement and/or substitute and take such other reasonable steps as are reasonably practicable to mitigate against such cancellation.

In any event 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 and the client will procure the necessary insurance cover to protect against such cancellation and any associated liability.

Weather related cancellations

On the first occasion of cancellation half the booking fee is charged and payable by the client unless the client fails to cancel in time to prevent the model's attendance in which case the full booking fee is charged and payable by the client. On the occasion of the second cancellation and any subsequent cancellations the full booking fee is charged and payable by the client.

Insurance

The client is responsible for the models health and safety when the model is travelling, or providing services, in connection with the booking to the same extent as an employee of the client. The client will maintain adequate insurance cover, with a reputable insurance, to underwrite its obligations to the model. The Agent is not responsible if the model fails to attend the booking. The client is advised to insure against losses which might result if the model does not keep a booking because of ill health or some other reason.

Model care and safety

The clients shall ensure that the model is treated with respect and professionalism and that the client takes all steps necessary to ensure that the safety, health and well being of the

model is protected and maintained at all times whilst providing services to the client. Such steps shall include without limitation:

Ensuring that the venue for the provision of the services and the working conditions are safe and secure and allow the model to provide the services in compliance with all health and safety standards, regulations, codes and laws;

Allowing the model to take suitable and regular rest periods, to ensure the model is able to maintain suitable amounts of rest and refreshment whilst delivering the services;

Ensuring that all of the people and organisations which are engaged by the client in relation to the delivery of the services are suitably qualified, experienced and professional;

Ensuring that no one imposes upon the model any action or activity which is either dangerous, degrading, unprofessional or demeaning to the model;

Ensuring that the services are delivered and the model is treated in accordance with The Association of Model Agents' Code of Practice; and

Providing the model with an appropriate changing and dressing area to ensure that the model can prepare for the provision of the services and also maintains his/her privacy.

Always include a credit as "model's name" @MUNE Casting Limited", wherever a credit is applied.

Limitations of Liability

The agents total liability in contract, tort (including negligence or breach of statutory duty,) misrepresentation, restitution or otherwise arising in connection with the performance of the agent under these terms and conditions shall be limited to the price paid under the agreement between the client and the agent.

The agent is not responsible if the model fails to attend the booking.

The agent cannot be held responsible for a models conduct on any assignment or booking.

The client agrees the contract is between the model and the hirer and the model has signed an agency agreement, confirming the client and models relationship.

19. Complaints and disclaimer

Any causes for complaint must be reported to the Agent, accompanied by supporting photographic evidence, and/or full statement, no more than 24 hours after the cause for complaint arises. The agent will not consider any complaints in retrospect.

Force Majeure

The Agency's shall not be liable to the client for any delay in performing or failure to perform any of its obligations under these terms and conditions 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, (an "Event of Force Majeure") and the Agency's obligations under these terms and conditions shall be suspended for so long as the Event of Force Majeure continues and to the extent that it is so delayed.

Interpretation of terms and conditions

These Terms & Conditions together with the completed booking form constitute the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

Each party acknowledges that by entering into this, by way of completing the booking, it has not relied on, and shall have no right or remedy in respect of any statement representation assurance or warranty other than as expressly set out in this agreement.

Nothing in this agreement shall limit or exclude any liability for fraud.

Rights

A person who is not a party to this Contract shall not have any rights under or in connection with it.

The client is not permitted to assign, transfer or make over any rights or obligations under these Terms and Conditions without the prior written consent of the Agent.

All fees are to be negotiated only with the AGent. For the avoidance of doubt, the Client no anyone on their behalf must under any circumstances seek or attempt to enter into direct negotiations or contractual terms with the model any such attempt so to do will have no effect in law or otherwise. All such agreements involving the models services and images use etc must at all times be entered into, in writing with the agency.

Photographs, Videos, broadcast or anything obtained for public viewing, must not be used until all fees are paid in full.

We reserve the right to amend these terms and conditions.