

Artimis Fitting Models UK Ltd
TERMS AND CONDITIONS OF
REPRESENTATION

DEFINITIONS

“CLIENT(S)” Means any person, company or corporate body requiring the services of the Model together with any subsidiary or associated company as defined by the Companies Act 1985

“AGENCY” Helen Millard-Dygliene T/A Artimis Fitting Models

Agency Address: 12 Barley Mews, Pershore, Worcestershire. WR10 1RW

“BOOKING(S)” Means the period for which a CLIENT / hirer wishes to use the services of the TALENT

“WEBSITE(S)” Refers to artimis.co.uk

“TALENT(S)” Model/person to be represented [If under 18 Parent/Guardian to authorize]

References to the singular include the plural and references to the masculine include the feminine and vice versa. Unless the context otherwise requires, references refer to the singular. The headings in this agreement are for convenience only and shall not affect its construction.

THE AGREEMENT

The AGENCY acts as an employment agency for the introduction of Presenters, models, actors, choreographers, make-up artists, stylists, fitting models to hirers. The AGENCY will endeavor to obtain suitable BOOKINGS for the TALENT.

The TALENT will be promoted by different various marketing methods that the AGENCY uses.

The TALENT understands that clients will need to see their images and the AGENCY will promote the TALENT visually to the client on the WEBSITE, by e-mail, talent cards and flyers.

The AGENCY WEBSITE is one of the marketing methods used. There is no charge for this service, but AGENCY discretion is used as to whether TALENT images are suitable.

The TALENT is to supply to the AGENCY all marketing images that are to be used for marketing purposes.

The TALENT confirms that any images supplied to the AGENCY for marketing purposes are not subject to any copyright infringements and they have the full permissions and rights to use the images supplied.

I The TALENT agree to receive e-mail updates from the AGENCY, and I agree to be included on the fittingmodels.co.uk WEBSITE for marketing purposes.

The TALENT agrees to sign and return the BOOKING confirmation on receipt to the AGENCY.

The TALENT will not work on a freelance basis or accept any direct BOOKINGS from a CLIENT who has been introduced to themselves through the AGENCY without written consent from the AGENCY.

The TALENT will not accept any BOOKINGS from a CLIENT through any other agency where the CLIENT was introduced by the AGENCY. Should either occur, the TALENT acknowledges that the AGENCY will be entitled to charge the TALENT a commission fee of no less than £30 or 31% per day fee booked. This applies for a period of 6 months after receipt of written termination for AGENCY representation.

The TALENT is free to accept other assignments from other clients that have not been introduced by the AGENCY. This is not a SOLE AGENCY CONTRACT. TALENT is free to be represented by other agencies

FEES

I The TALENT confirm I am self-employed and responsible for my own tax and national insurance, and I THE TALENT am currently registered with HMRC or awaiting confirmation of my UTR No.

I The TALENT confirm I understand that the AGENCY will request proof of self-employment status and photo ID confirming the TALENT has the right to work in the UK.

At the time of each BOOKING the AGENCY will issue details to include fees charged to HIRER less commission percentage payable to the AGENCY that will be deducted at time of settlement, date of BOOKING, CLIENT / hirer, location, wardrobe / props, items needed, usage and length of BOOKING.

The AGENCY will deduct a commission varying of approx. 25% - 31.5% and the rate will be quoted at time of

booking. Fees will be quoted at time of each individual BOOKING.

I The TALENT agree to send an invoice on completion of the booking to the AGENCY.

I The Talent understand and agree The AGENCY is authorised to receive monies on behalf of the TALENT. According to Regulation 25(9) of the Conduct of Employment Agencies and Employment Business regulations of 2003 each TALENT is entitled to receive payments due from the AGENCY within 10 working days of monies being received and cleared from the CLIENT / hirer, however the TALENT agrees that the AGENCY will settle monies on the last day of the month in which payment has been received and cleared from the CLIENT / hirer. The TALENT is aware that CLIENTS can take on average 3-4 months to pay after the work has been successfully completed and that it is not the responsibility of the AGENCY to pay a TALENT should the CLIENT refuse payment or cease trading once the booking has taken place, however the AGENCY can choose to pursue the matter on the behalf of the TALENT. Every effort will be made to collect outstanding debts, but the AGENCY shall not under any circumstances be liable for any loss whatsoever incurred or suffered by the TALENT. The TALENT agrees that any expenses incurred in the recovery of the debts will be met proportionally by the AGENCY and each TALENT involved. No action will be taken without prior discussion with those concerned.

The TALENT understands that if pictures cannot be used for any reason on their part (i.e., change of appearance, un-professionalism) that they may be liable for the re-shoot costs and other related costs (i.e., retouching, photographers time, other persons time on booking, loss of AGENCY commission).

COMPLAINTS

The TALENT understands that if the CLIENT is not happy with the TALENT's work / services payment may not be made and that the AGENCY is not responsible for monies not received. Dependent on the reasons given the CLIENT may be entitled to recover any lost earnings. We will consider the comments of both parties.

I The TALENT have been given access to the terms agreed between CLIENT and AGENCY on my behalf and understand and accept the complaints procedure.

CONDUCT ON BOOKING

The TALENT is not obliged to accept any BOOKING offered by the AGENCY but if he does so, during every BOOKING and afterwards where appropriate he will: -

co-operate with the CLIENT'S staff and accept direction, supervision, and control of any responsible person in the CLIENT'S organisation.

observe any relevant rules and regulations of the CLIENT'S establishment to which attention has been drawn or which the TALENT might reasonably be expected to ascertain.
unless arrangements have been made to the contrary, conform to the agreed hours of work for each BOOKING.

take all reasonable steps to safeguard his own safety and the safety of any other person who may be present or affected by his actions on the BOOKING and comply with the health and safety policies of the CLIENT.

not engage in any conduct detrimental to the interests of the CLIENT, the TALENT'S conduct on all BOOKINGS must be professional and courteous. The AGENCY will not take responsibility should any TALENT behave in such a way which the AGENCY or the CLIENT finds unacceptable.

ensure that his personal grooming be excellent during any assignment booked by the AGENCY. It will be the responsibility and liability of the TALENT to ensure that he has the correct clothing/equipment for each BOOKING and adhere to any specific onsite Health & Safety instructions given by the CLIENT.

not at any time divulge to any person, nor use for his own or any other person's benefit, any confidential information relating to the CLIENT or AGENCY employees, business affairs, transactions or finances and sign individual NDS agreements when requested by potential hirers

Late arrival to a BOOKING may result in the agreed fee being reduced at the hourly rate and the TALENT maybe responsible to pay any lost earnings by the AGENCY / CLIENT /photographers or other TALENTS.

CANCELLATION OF BOOKING / NO SHOWS

If BOOKINGS are cancelled by the CLIENT the TALENT will have no claim for damages in respect therefore

against the AGENCY, however the AGENCY may endeavor to collect a cancellation fee and pay such cancellation fee or part to the TALENT.

Should the TALENT wish to cancel a BOOKING after confirmation has been accepted, sufficient notice shall be given in order for the CLIENT / AGENCY to find a suitable replacement. The AGENCY considers sufficient notice to be: -

1-day BOOKINGS – 1 weeks' notice

2-7-day BOOKINGS – 2 weeks' notice

7 plus day BOOKINGS – 1 months' notice

Where a BOOKING is for a regular fitting / showroom BOOKING and CLIENT has agreed to cancellation fee and timescale the TALENT will also be bound to this cancellation notice and liable for cancellation fees to the AGENCY and CLIENT if they are unable to go ahead with scheduled BOOKING.

Notice must be communicated with the AGENCY verbally and it is the TALENTS responsibility to confirm that the CLIENT and AGENCY are aware of / have received verbal cancellation.

Failure to give the sufficient period of notice without what the AGENCY regards as good reason will result in the TALENT being charged the fee that the AGENCY has lost if unable to replace the TALENT with an adequate replacement agreed by the CLIENT.

TERMINATION

The AGENCY may cease representation of the TALENT without prior notice or liability

If a TALENT no longer requires representation from the AGENCY, then they must provide 4 weeks written notice. It is the TALENTS responsibility to confirm the AGENCY has received this notice.

LIABILITY

The AGENCY shall not under any circumstances be liable for any personal injury incurred or suffered by TALENTS whilst carrying out BOOKINGS for CLIENTS / hirers unless we are in breach of the employment agencies act.

GDPR

We take privacy seriously and will only use your personal information to administer your account and to provide the services you have requested from us. If you require your data to be removed from our records/system after completion of our services, please advise in writing to info@fittingmodels.co.uk

LAW

These Terms are governed by the law of England and are subject to the exclusive jurisdiction of the Courts of England.

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