**MODEL TERMS AND CONDITIONS OF UK MODEL EVENTS LTD**

**1 DEFINITIONS**

The following expressions shall have the following meanings:

1.1 “Agent” means UK MODEL EVENTS LTD

1.2 “Model” means a person who is seeking to be hired for an event/group photography photoshoot and accepts the Agent’s Offer for hire;

1.3 “Client” means photographer, studio owner or venue owner.

1.4 “Assignment” means any events happening in the UK that you could be hired for.

1.5 “Hiring” means to hire, you the model for a photography event for your fee/rate;

1.6 “Terms and Conditions” means the terms and conditions as set out in this document and any subsequent terms and conditions agreed in writing by the Agent;

1.7 “Fees” means the sums due to the Model from an event;

1.8 “Agreement” means the contract between the Agent and the Model for event services incorporating these Terms and Conditions;

1.9 “Regulations” means The Conduct of Employment Agencies and Employment Businesses Regulations 2003.

**2 GENERAL**

2.1 These Terms and Conditions shall apply to the Agreement for hire of model and shall supersede any other documentation or communication between parties.

2.2 The Agent is acting in the capacity of hiring you the model.

**3 PAYMENT OF FEES**

3.1 UK Model Events will collect from the Client all gross income in respect of an Assignment.

3.2 UK Model Events will then, pursuant to the Regulations, send the Model payment of the Fees agreed. Model has to send invoice on a PDF/Word Document to ukmodelevents@outlook.com after the event has taken place.

After receiving the invoice, expect payment to be made within 7 days. **No payment will be made without an invoice.**

3.3 Any Fees held by UK Model Events are held as trustee for the Model and the Agent shall honour all of the Model’s rights in respect of those Fees as set out in the Regulations.

3.4 Where an Event is cancelled by the studio/venue owner for any reason or the event is not booked out, within reasonable time, the Model will not be entitled to receive any fees.

3.5 UK Model Events is not obliged to pay any model fees prior to the event. If a deposit is required by an entertainment agency or higher profile, it will be paid only as a fully refundable deposit. Any deposit paid must be fully refunded by the model or agent if the event is not booked out.

3.6 UK Model Events will not be liable for any delayed fees to the model in the event of delayed payment *via bank.*

3.7 The Model is self employed and personally responsible for the payment of income tax, National Insurance contributions and other statutory deductions and where appropriate value added tax. The Agency will not be liable for any Model’s failure to complete any of the above mentioned. All VAT registered models are responsible for sending in VAT invoices within 30 days of all assignments.

The model will invoice the Agent with any necessary VAT amount on completing the T&C’S in order to receive payment. No payment will be made without an invoice.

**4 MODEL OBLIGATIONS**

4.1 The Model shall, at all times, act in a professional and courteous manner and shall attend all Events on time. If the model is not on time, a percentage will be worked out and deducted from your fee.

4.2 The Model shall carry out every Event to the best standard of ability and skill.

4.3 The Model shall 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 studio or venue where an Event is being conducted.

4.4 The Model shall not without the consent in writing of a duly authorised representative of the Agent expose, reveal or make public any information in connection with the business of the Agent, all of which information is to be regarded by the Model as of a strictly confidential nature.

4.5 The Model consents for UK Model Events to use any relevant images or other information relating to the Model to secure Events that you have sent to us directly for usage.

4.6 The Model must give at least 21 days notice to UK Model Events to withdraw/cancel from an event which has been booked by clients.

 4.7 It is the Model’s responsibility to be available for the duration of the Event.

4.8 The Model must let the Agent know all levels that will be worked to at the event e.g fashion, lingerie, implied etc and work to those levels on the event.

**4.9 The Model must actively promote the event hired for on social media platforms eg copy and paste the event on Purple port or Facebook. Post the event poster on Twitter and Instagram.**

4.10 Both parties must agree a fee before the event and this fee shall not be changed after contract is signed as event is priced around the models fee unless the model(s) is not on time.

**5 AGENT OBLIGATIONS**

5.1 The Agent shall use all reasonable endeavours to secure suitable Events for the Model.

5.2 The Agent shall take all reasonable steps to ensure Clients and other workers involved in Events are professional and courteous but cannot be held responsible for the conduct of any third parties.

5.3 The Agent shall take responsibility for making sure the model is feeling well, happy, hydrated and given efficient breaks on the event hired for.

5.4 The Agent confirms that the only type of work it will find or seek to find the Model will be for an Event.

5.5 The agent will contact the Model and offer a contractual assignment as a conditional verbal description. Upon accepting, the Model is liable to fulfil these T&C’S in full. The Agent will supply to the “Best of Knowledge” assignment details of the said contract via email and/or text Details such as Time, Location, Date, Restrictions, Wardrobe, Working hours and Model Fee.

**6 WARRANTY**

Both parties warrant their authority to enter into this Agreement and have obtained all necessary approvals to do so.

**7 LIMITATION OF LIABILITY**

UK MODEL EVENTS LTD have PLI (Public Liability Insurance) of up to £2M

**8 GRIEVANCES**

The client has the right to contact the Agent with details of any grievances that they feel applicable to the model(s) on that Event.

In the event of a complaint being received we would discuss the issue with the model and the client to find mutually acceptable resolution.

**9 FORCE MAJEURE**

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, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations.

**10 THIRD PARTY RIGHTS**

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

**11 SEVERANCE**

If any term or provision of these Terms and Conditions 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 eliminated.

**12 WAIVER**

The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions.

**13 REPRODUCTION RIGHTS**

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

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

**14 NON-DISCLOSURE OF TRADE SECRETS**

The model will 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 or organisation, other than required by law.

The model will not discuss their rates with other models on the same event. Each model’s rates may differ according to experience.

**15 ENTIRE AGREEMENT**

These Terms and Conditions supersede any previous agreements, arrangements, documents or other undertakings either written or oral.

**16 GOVERNING LAW**

These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.