

TERMS AND CONDITIONS

All Hirers must read and agree to our Terms and Conditions to confirm understanding and acceptance. In any event, signed or otherwise, hirers will be deemed to have accepted these Terms and Conditions and agree to be bound by them.

1. Definitions

"Act" means the Data Protection Act 2018

"Company" means Talent Management Limited, registered number 05000150

"Conditions" the terms and conditions set out in this document and any special terms and conditions agreed in writing

"Contract" means the contract for the provision of the Services

"Expenses" means any expenses to be paid calculated in accordance with the rates or charges set out in any scale of charges or as otherwise agreed

"Fees" means the fees set out or calculated in accordance with the rates or charges set out in any applicable rate band or scale of fees (or where no fee has been quoted a reasonable fee) excluding VAT

"Hirer" means the person firm or company requesting the Services in accordance with the Conditions

"Online Publication" means the publication whether in paper or electronic form which is for the purpose of providing the Hirer with information about Talent and his/her Services

"Personal Data" means personal data as defined under the Act

"Profile/s" mean the Talent's profile (consisting of photograph(s) and/or image(s) and any relevant information including audio/video clips, ePortfolio and CV submitted by the Talent to the Company) which will be posted on the Online Publication

"Regulations" means The Conduct of Employment Agencies and Employment Business Regulations 2003 as amended by The Conduct of Employment Agencies and Employment Businesses (Amendment) Regulations 2010

"Services" means the services to be provided by the Talent particulars of which are specified in writing to the Hirer which the Talent is to carry out in accordance with these Conditions

"Talent" means the person(s) whose details are confirmed in writing

2. Conditions Applicable

2.1 The Conditions shall apply to the Contract to the exclusion of all other terms and conditions

2.2 No variation to these Conditions (including any special terms and conditions agreed between the parties) shall be binding unless agreed in writing between the Company and the Hirer

2.3 Any representations made by the Company's employees or agents concerning the Talent or the Services shall not be incorporated into the Contract unless confirmed in writing by the Company and in entering into the Contract the Hirer acknowledges that it does not rely on and waives any claim for breach of any such representations which are not so confirmed

2.4 The Company will give the Hirer permission to access the Online Publication to view the Profiles with a view of the Hirer procuring the Services of Talent.

2.4 Any quotation given by the Company may be withdrawn at any time prior to acceptance by the Hirer and in any event shall lapse after 14 days

2.5 Any typographical clerical or other error or omission in any website including the Online Publication and the Profiles or other documentation issued by the Company shall be subject to correction without any liability on the part of the Company

2.6 The Company reserves the right to make changes in the specification of the Services which do not materially affect their quality or performance

- 2.7 Any alteration to the Contract specification required by the Hirer must be notified to the Company promptly in which case the Company may accept such alteration (subject to any increase in the Fees to reflect the alteration) at its sole discretion

3. Acknowledgements and Obligations:

- 3.1 The Hirer acknowledges and agrees that the Company is an employment agency as defined in section 13(1) and (2) of Employment Agencies Act 1973.
- 3.2 The Company shall not be deemed to act as an Employment Business (as defined by reference to section 13(1) and (2) of Employment Agencies Act 1973)
- 3.3 The Hirer acknowledges and agrees that the Company is authorised by the Talent to negotiate and conclude the Contract on behalf of the Talent in respect of the Services and although the Company will use its reasonable endeavours to ensure that the Talent shall provide and perform the Services in accordance with these Conditions the Company shall not be liable for any default of the Talent under this Contract
- 3.4 The parties acknowledge and agree that nothing in this Contract shall create or be deemed to create or imply the relationship of employer and employee between the Talent and the Hirer
- 3.5 The Company shall procure that the Talent shall warrant that the Services to be provided by the Talent shall be performed with reasonable skill and care and in accordance with these Conditions and the Talent shall:
- (a) provide the Services strictly in accordance with these Conditions
 - (b) comply with all rules and regulations and agreements relating to safety, fire prevention or general administration that may be enforced at any place where the Services are to be performed
 - (c) ensure that any equipment provided by the Talent in connection with the performance of the Services is safe properly maintained and certified as appropriate
 - (d) not permit any act which might prejudice or damage the reputation of the Company
 - (e) obey the lawful and reasonable instructions of the Hirer
 - (f) provide the Hirer with full details of any special facilities or equipment required by the Talent in connection with the Services
 - (g) promptly inform the Hirer of any event likely to affect the provision of Services by the Talent
- 3.6 The Hirer shall:
- (a) provide the Company and the Talent with such information as may be necessary in connection with the provision of the Services. In particular the Hirer will provide the Company and the Talent with the information as is required by regulation 18 of the Regulations.
 - (b) ensure that the location at which the Services are to be performed comply with all relevant health and safety requirements
 - (c) provide the Talent with such meals and refreshments as may be reasonably required
 - (d) make available such facilities as may be reasonably required by the Talent and the Company
 - (e) maintain public liability insurance and such other insurance for such sums as may be appropriate
 - (f) ensure that a responsible adult is present at all time where the Talent performs the Services for persons under the age of 18
 - (g) ensure that all appropriate licences are obtained in connection with the performance of the Services
 - (h) direct all requests for information and contact the Talent only through the Company unless otherwise agreed by the Company
 - (i) **Model care and safety**
 - (1) Nude, semi-nude, see-through, bathing suit or lingerie photography require the express prior written approval of the agency. The use of the Talent's image must not be pornographic, derogatory, or a cause of ridicule or embarrassment to the Talent.
 - (2) The Hirer shall ensure that the Talent is treated with respect and professionalism and that the Hirer takes all steps necessary to ensure that the safety, health and wellbeing of the Talent is protected and maintained at all times whilst providing services to the Hirer. Such steps shall include without limitation:
 - (a) 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;
 - (b) allowing the Talent to take suitable and regular rest periods, to ensure the Talent is able to maintain suitable amounts of rest and refreshment whilst delivering the services;
 - (c) providing adequate levels of insurance cover to safeguard the health and safety and future earnings of the Talent whilst the Talent is delivering the services and travelling to and from the client's venue as if he/she were an employee of the Hirer;
 - (d) ensuring that all of the people and organisations which are engaged by the Hirer in relation to the delivery of the services are suitably qualified, experienced and professional;
 - (e) ensuring that no one imposes upon the Talent any action or activity which is either dangerous, degrading, unprofessional or demeaning to the Talent;

- (f) providing the Talent with an appropriate changing and dressing area to ensure that the Talent can prepare for the provision of the services and also maintains his/her privacy.

- 3.7 The Hirer shall at all times comply fully with its obligations under the Act in relation to all Personal Data that is used access or processed by the Hirer under these Conditions
- 3.8 The Hirer shall not without the consent in writing of a duly authorised representative of the Company expose, reveal or make public any information in connection with the business of the Company or these Terms and Conditions, all of which information is to be regarded by the Hirer as of a strictly confidential nature
- 3.9 Unless required to do so in order to conform to legal requirements or comply with legal process the Hirer shall not (and shall procure that its employees shall not) at any time disclose any of the Talent's Personal Data to any person or legal entity for any purpose outside the course of the performance of the Talent's obligations under these Conditions.
- 3.10 The Hirer agrees that for a period of 12 months from the date of performance of the Services all re-engagements of the Talent shall be negotiated with the Company
- 3.11 Save as where agreed otherwise between the Company and the Hirer, payment of the Fees will entitle the Hirer to use images (which includes, without limitation, photographs, recordings or audio) of the Talent generated pursuant to the Services for one year from the date of the Contract. Any use beyond this will require payment by the Hirer to the Company of a sum to be agreed between the parties (and in the absence of agreement, the use is not permitted). The Hirer shall procure that any photographer or third party it engages during the course of the Services shall honour and be bound by this clause 3.11
- 3.12 The Hirer shall not obtain any rights of any kind in or rights to use any materials provided by the Company the Talent or others in connection with the performance of the Services unless expressly agreed in writing. The Hirer agrees that it will provide, upon demand and without charge, a copy of any photographs, audio or recordings taken of the Talent
- 3.13 The Hirer acknowledges and agrees to only access and use the Online Publication for its proper purpose which is to examine the Profiles with a view to procuring the Services of Talent
- 3.14 The Hirer acknowledges that following the expiry of the Services the Company may refer to details of the Contract and the Services for PR purposes unless confidentiality terms have been agreed between the parties otherwise prior to the Services being performed

4. Price and Payment:

- 4.1 **The Hirer shall pay Fees Expenses and VAT (if applicable) in cleared funds on the Company's acceptance of the booking. Time of payment for the Services shall be of the essence and must be paid in advance of the Services.**
- 4.2 If the Hirer fails to make payment on the day that the Company accepts the booking then without prejudice to any other right or remedy available to it the Company shall be entitled to
 - (a) cancel the Contract and/or suspend any further performance of the Services (whether under this Contract or any other contract with the Hirer)
 - (b) charge the Hirer interest at the rate of 5% per annum above Barclays Bank Plc base rate from time to time until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest)

5. Liabilities:

- 5.1 Any warranty given by the Talent or the Company in respect of the Services supplied shall be subject to the following conditions:
 - (a) neither the Talent or the Company shall be under any liability in respect of any default arising from the Hirer's negligence or abnormal working conditions
 - (b) neither the Talent or the Company shall be under any liability under any warranty or condition if the Fees Expenses and VAT (if applicable) have not been paid by the Due Date
 - (c) neither the Talent or the Company shall be under any liability under any warranty or condition for any alleged default of the Talent or any complaint concerning the Services where full details of such default or complaint have not been notified in writing to the Company within 24 hours of completion of the Services; and

- (d) the Company (whilst it shall use reasonable endeavours to ensure that Talent shall be appropriate for the Services and will attend punctually and appropriately) is not liable for any failure on the part of the Talent or any misconduct

5.2 Any liability of the Talent or the Company hereunder (except in respect of death or personal injury caused by the negligence of the Talent or the Company) for any delay in performing or any failure to perform any of the Talent's or the Company's obligations in relation to the Services shall be limited to the excess (if any) of the cost to the Hirer in the cheapest available market of similar Services to replace those not performed over the Fees

5.3 Subject as expressly provided in these Conditions all warranties conditions or other terms implied by statute or common law are extended to the fullest extent permitted by Law

5.4 Nothing contained herein is intended nor will limit the liability of the parties in respect of death or personal injury caused by any of the parties

5.5 Where the Services are supplied under a Consumer Transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the Hirer are not affected by the Conditions

6. Cancellation:

6.1 Without prejudice to any other right or remedy available to it the Company shall be entitled to cancel the Contract or suspend any further performance under the Contract without any liability on the part of the Company or the Talent in the event that:

- (a) the Hirer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or a firm) becomes bankrupt or goes into liquidation (otherwise for the purposes of amalgamation or reconstruction); or
- (b) an encumbrancer takes possession or a receiver is appointed of any of the property or assets of the Hirer
- (c) the Hirer ceases or threatens to cease to carry on business; or

6.2 The Hirer shall not be entitled to cancel the Contract without the prior written agreement of the Company and any cancellation shall be subject to the Hirer indemnifying the Company in full in respect of all costs incurred and (where any assignment is for a period of less than 3 days) paying the Fees in respect of the Services in full if cancellation occurs without good reason within 24 hours of the intended start time for the performance of the Services. Where an assignment is due to last for more than 3 days the Fees in respect of the Services shall be payable in full if cancellation occurs within a period equal in length (including working days only) to that of the intended assignment

6.3 Except as otherwise provided in the event that the Talent is unable or unwilling to provide the Services the Company shall be entitled to cancel the Contract. In such circumstances the Hirer shall be entitled to a refund of the Fees or shall be under no obligation to make any further payment in respect of the Fees unless any part of the payment made or due relates to Services which have been performed prior to the date of cancellation in which case the Company shall be entitled to be paid such amounts as may be applicable to such part of the Services which have been performed prior to the date of cancellation

6.4 Either the Company or the Hirer shall be entitled to cancel the Contract or suspend performance under the Contract (where the Company consents) in the event the Talent is unable to provide the Services as a result of weather conditions. In such circumstances the Hirer shall be liable for 50% of the Fees and VAT together with such additional costs as may be agreed in respect of any re-scheduled booking except where the Company is able to prevent the Talent's attendance without cost in which case the date for performance of the Services shall be deemed to have been varied. In the event that any re-scheduled booking is cancelled by the parties as a result of weather conditions the Fees Expenses and VAT shall be due and payable and the Company shall not be obliged to further re-schedule any booking

7. Force Majeure:

Neither party shall be liable for any delay in performing or failure to perform (other than a payment obligation) due to any act of god war strike lock-out industrial action fire flood drought tempest or any other event beyond the reasonable control of either party. Such delay or failure will not constitute a breach of this Contract

8. General:

8.1 The Talent is self-employed and shall be responsible for his/her own National Insurance and Income Tax

8.2 The Company shall be entitled to perform its obligations hereunder through its employees agents or sub-contractors

8.3 The headings in the Conditions are for convenience only and shall not affect their interpretation

- 8.4 No waiver by the any party of any breach of the Contract by any other party shall be considered as a waiver of any subsequent breach of the same or other provision
- 8.5 If any provisions of these Conditions are held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provisions in question shall not be affected thereby
- 8.6 Save as otherwise provided nothing in this Contract shall confer on any third party any benefit of the right to enforce any terms of this Contract
- 8.7 The Contract shall be governed by the laws of England and subject to the jurisdiction of the English Courts

I have read and understood these Terms and Conditions set out above and agree to be bound by them.

Signed by: Date:

Print name:

On behalf of: