

This agreement is made between the Client and all departments within as detailed below and VBC Management Ltd T/A Fitstop Models, Duncombe Lodge, Somerley, Hants, BH24 3QE

Definitions

1. "The client" as detailed and named below
2. "The model" any and all models introduced to the client throughout the engagement with the agent.
3. "The agent" VBC Management Ltd T/A Fitstop Models

Introduction

Once the model is introduced to the client by the agent using any form of media including verbal disclosure and all digital media such as all types of messaging, Email etc, the model and client and all departments within are bound to make all bookings for work through the agent for a period of twelve months from the initial introduction and for the following twelve months from the last booking date. Should a model wish to introduce another model or prospective model including family and friends to the client, this must be done directly through the agent owing to effective cause. It is a strict condition that these terms take precedence over and replace any other terms and conditions of supply where any such may conflict with any of these terms, and it is agreed that any contractual term asserting the contrary is void. Any breach will denote to non-solicitation and fees due as below.

Non-solicitation

The client will not, either personally or by any other route or means, make an arrangement/agreement with the model for any work as a model, extra or any other work of a similar nature such as is booked by the agent or for any other work other than through the agent. The client also agrees to be bound to make any bookings for the model through the agent for a period of twelve months from the last booking date either personally or by any other route or means. The client agrees to pay the agent all commissions due for any work carried out regardless of how the bookings are instigated throughout the twelve month period after the last booking date should this occur. Commissions will be based on historical rates and average hours worked for the duration of the engagement prior to the end date. Nor the model or client will discuss rates or terms of pay nor disclose invoices.

Fees

The booking fee is for the model's attendance only. It does not cover the cost of any use of the model's image. Any use of the model's image will be negotiated as below under the heading "Use". A booking shall be made for a day (eight hours) or half day (four hours) or by the hour subject to a minimum of two hours. The hourly rate is calculated proportionately if not fixed separately at the time of booking. Overtime rates apply before 9 am, after 6 pm and for all time worked over 8 hours. Payment shall be made for each hour's overtime. Any part hour will be rounded and paid for to the nearest half hour. The overtime rates are (a) One and a half times the hourly rate for any overtime between 09:00 and 18:00 Monday to Friday excluding public holidays. (Continued on next page)

Please sign:

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Fees continued-

(b) As negotiated for night work between 18:00 and 09:00 and in any event not less than double the hourly rate. (c) On Saturdays excluding night work; one and a half times the normal rate. (d) On Sundays and public holidays excluding night work; double the normal rate. Time taken by the model to travel to and from the booking from home will be charged at the prevailing hourly rate if the attendance to fulfill the booking is at a location outside the London Tube zones.

USE

A fee is payable for any use of an image of the model (or any reproduction, adaptation, drawing or anything else derived from it) in any media (whether existing or yet to be invented) either complete or in part, alone, or in conjunction with anything else. Before any usage, the fee for usage must be negotiated and agreed with the agent. Usage will be agreed on the basis of the media in which use is to be permitted and the territory in which use is to be permitted and the period (term) during which use is to be permitted. Any exercise of the right to use negotiated will be conditional on the invoice relating to it being paid in full before any use actually takes place. The fee negotiated is for the right to use and shall remain payable in the event that the right is not actually exercised.

CASTINGS

The model's attendance at a casting is free of charge provided the model's time spent casting is no longer than 20 minutes and a maximum of three garments or less are modeled (not to include underwear unless agreed in advance through the agent); and no more than one still image of the model is taken (unless agreed in advance through the agent) in which the model shall be clothed. Measurements of the model may be taken at the casting. If the casting is for underwear, that must be specified in advance and details of what the casting will involve must be agreed in advance. If there is any breach payment will be made for the casting at the model's usual hourly rate on the basis of a booking for two hours or the amount of time spent (whichever is the greater) any part hour will count as a full hour and in any event at a rate of no less than £35 an hour plus the agent's commission due.

INVOICING, PAYMENT AND INTEREST

All fees and other sums due are invoiced by the agent to the person making the booking, unless at the time of the booking something different is agreed. For example the person making the booking may be acting for another person who is the client (such as the designer, a manufacturer or owner of a product) and it may be agreed that the agent will invoice the client who the booking is being made for; in which case the invoice will be addressed to that person as the client and in that event the person making the booking and the client will each individually and together jointly be responsible for payment. The amount invoiced will be the fees due plus the agent's charge of 20% plus VAT at the prevailing rate. Payment shall be made within 30 days of invoice or prior to the commencement of "use". Interest will be due at the rate of 20% per annum on Invoices not paid by the due date and calculated on a daily basis from the date of invoice until payment reaches the agent's bank account in cleared funds whether that is before or after judgment.

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PROVISIONAL BOOKINGS

A provisional booking will be held for 24 hours, at which point it will automatically be cancelled if a definite booking has not by then been made by the client in a separate and standalone communication in writing.

CANCELLATION

If a booking is cancelled within 24 hours of the start time the full booking fee will be due. Should the model cancel or otherwise not attend a booking, the agent nor model will not be held liable and any payments due from previous bookings will be upheld.

EXCLUSIVITY

The services that the agent provide to you shall be provided on a non-exclusive basis and you acknowledge that we shall be free to provide the same or similar services and models to other parties, subject to our professional rules on conflicts of interest and to our duty of confidentiality to you and your information.

NOTICE

Should the model be engaged on a full time or part time basis of four days per week or more, a minimum notice period of four weeks will be required to terminate the engagement with written notice.

INSURANCE

The client is responsible for the model's health and safety when the model is providing services in connection with the booking, to the same extent as if the model were an employee of the client. The client will maintain adequate insurance cover to underwrite this obligation to the model. The model is an independent freelance contractor not employed by the agent. Fitstop Models acts as the agent and is not responsible for any acts or omissions of the model or the consequences of any acts or omissions, including that agent is not responsible if the model fails to attend a booking. The client is advised to insure against any losses which might result if the model does not keep a booking because of ill-health or from any act or omission of the model relating to the booking.

Termination

The agent reserves the right to terminate/suspend the model's engagement with the client with immediate effect, without the client's consent and at the agent's own discretion. The client will not approach the model for any work as a model or extra or any other work of a similar nature such as is booked by the agent for a period of twelve months after termination. In the case of the model and or the client giving notice, it is agreed that this termination clause will supersede any prior notice to quit from the model or the client.

Name: _____ On behalf of: _____

Address: _____ Signed: _____ Date: _____ Page 3 of 3