

TERMS & CONDITIONS FOR MAJESTIC INTERNATIONAL MODEL AND CASTING AGENCY (MI)

MI is a BIES regulated Employment Agency and is restricted by the 1973 Employment Agency Act including amendments.

MI charges NO UPFRONT fees to models in anyway whatsoever.

The MI Terms and Conditions to all models and/or their guardians and/or their associates

These Terms and Conditions replace any previously issued.

NB. All models/associates on submitting any images via any media whatsoever to MI, give all reproduction rights to MI and in doing so lawfully accepts and abides by all the terms and conditions set and modified at any time by MI. The following are MI's terms and conditions and shall apply to all models and/or their associates immediately on submission. MI will act as an Employment Agency on the models' behalf. I have read and fully understand these terms and conditions as a contract with MI models (parent company MI Ltd.)

1. Bookings

1.1 The assignment, which has been accepted by a model through MI, must then be fulfilled through MI. All extensions and derivations relating to the original assignment must be fulfilled through MI. The model will be liable to pay all MI's losses in respect of the original assignment, extensions and deviations if not fulfilled through MI. MI does not make false promises nor do we guarantee any such work.

1.2 The model undertakes not at any time in the future to contact in anyway whatsoever any clients introduced to them through MI in any capacity whatsoever without the written consent of MI.

2. Assignment Contract

2.1 MI will offer a contractual assignment as a conditional verbal description over the telephone. On accepting the model is liable to fulfil this contract. MI will supply the "best of knowledge" assignment details of this contract by email or/and text. Each contract applies to any one offer only. Each contract cannot be applied to any other offers past or present.

2.2 The contract will quote the individual model fees and the client fee for hiring each individual model for completing the contract in full. The contract will give the "best of knowledge" assignment details of this contract e.g. time, date, place, wardrobe, restrictions, working hours, client fee, model fees, proposed additional fees, etc. The model on being emailed (time and dated franked by the email) the contract by MI must complete the contract in full for the contracted fee otherwise the model will be liable for any losses incurred.

2.3 On Equity related assignments, section 2.2 applies.

2.4 MI reserves the right to negotiate any post assignment disputes by any party on behalf of the individual model and client. Any post assignment resolutions negotiated by MI will be judged by MI as to be fair and reasonable to all interested parties. The MI decision is final.

3. Availability

3.1 The model must give 7 working days' notice to the agency to withdraw from an assignment, which has been booked by a client.

3.2 The model shall be liable for any extra costs that have been incurred by MI, the client or other models as a result or failure to comply with condition 3.1 of these terms and conditions.

3.3 It is the models' responsibility to be available for the duration of the assignment.

3.4 If a model fails to complete an assignment for any reason other than illness (to be

evidenced by a medical certificate) then the model may be liable to pay for costs or losses incurred.

4. Payments and Invoicing

4.1 (a) MI will invoice the client on the models' behalf.

(b) The model will be notified prior to the assignment of any contractual changes.

(c) The model gives MI the authority to receive any money on behalf of the model.

4.2 (a) MI will normally make payment to the model of any fees properly due within ten days of receipt of payment from the client. However under abnormal circumstances i.e. sickness, holiday's payment may take longer than 10 days, but no longer than 35 days.

(b) MI is not obligated to pay model fees prior to payment by the client. The client may take an indefinite period to pay but is requested to make payment normally within 1 month of invoice.

4.3 MI will not be liable for any outstanding fees to the model in the event of indefinite delayed payment by the client for whatever reason.

4.4 MI may in its sole discretion make an advance payment to the model. A negotiated further 5% will be deducted from the total fees for this service. MI reserves the right to recover from the model any advance payment made.

4.5 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 reliable 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.

4.6 The model will invoice MI with any necessary VAT amount on completing the contract in order to receive payment.

4.7 If the model wishes MI to hold onto any monies due for whatever reasons the model must confirm this undertaking in writing whether by email, text or letter to MI. If this causes the payment to be held in excess of 30 days MI will issue a written statement to the worker setting out the amounts held on the workers behalf.

5. Rates

5.1 The model will be notified and contracted over the telephone by MI of the rate of payment for a particular assignment in advance of the models' acceptance of that assignment. If prior notification is not possible the model will be so informed.

5.2 MI will not be liable if the client does not maintain the rates of a contract / payment.

5.3 The model gives MI the right to re-negotiate with the client any necessary variations in the rate of payment without any liability to the model whatsoever.

5.4 Assignments undertaken for overseas clients may carry variations in rate due. For example, currency fluctuations and bank charges and such variations will be carried forward to the payment made to the model.

5.5 The model gives MI permission in their absence to enter into contracts with the client on their behalf.

6. Liability

MI will not accept responsibility or accept liability for any loss costs claims or proceedings incurred by a model to either persons or property at any time while working, travelling to or from or in connection with any assignment whatsoever.

7. Cancellations

MI is not liable for any costs claims proceedings or losses due to the cancellation of an assignment.

8. Performance

8.1 It is the model's responsibility:

- (a) To ensure that the assignment is fulfilled to the client's order and satisfaction.
- (b) To be punctual for an assignment.
- (c) To ensure that the model possesses the specified wardrobe and accessories.
- (d) To ensure that the model fulfils the assignment as specified in the contract and accept any costs resulting from any deviation of the contract.

8.2 The model shall bear any extra costs, which are incurred as a result of a breach of this clause 8.1(d).

8.3 The model will not bring MI into disrepute and will be a professional representative of MI at all times.

8.4 Featured model. Defined by (a) be required to act individually in a medium shot, or more closely, or (b) possible individual direction, or (c) a direct relationship to perform with a visual featured model, or (d) possible visibility and recognizable in a crowd or individual scenes, or (e) appear in a vignette either individually or with others.

8.5 model upgrade. If the model is upgraded to a featured model, the full fees and usage fees will apply

9. Exclusivity

A model that accepts an assignment from a client introduced to the model by MI shall be liable to pay MI 50% of the fee, which the model receives.

10. Promotional Material

MI shall at its discretion invite models to participate in promotional activities for MI or to update your model book and comp cards. MI will at their discretion reproduce model prints, website, CD-ROMs, model books, head sheets or electronic transmissions (fax, Scan, Internet, etc.) from any supplied photographs. The model will bear no upfront costs for this service, if a cost this will be took out of your earnings.

11. Reproduction Rights

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

11.2 The model/associates is solely responsible for obtaining all the necessary copyright permits to reproduce their images in association with MI. MI 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 model/associates by MI.

12. Details of Contract

MI will hold the details of each contract on computer hard disc. At any time the model can request a print, or see these details. These details will be available for 1 year after the initial date of the contract. The model is liable to collect and sign for a print of these details from the premises of MI before the model can dispute in any way these details. Failure to collect and sign will mean no dispute can be entered into.

13. Termination of Representation

The model's representation by MI may be terminated by MI without notice but without unfair reason. The models/associates must resign in a written form to MI although a model must fulfil all obligations in respect of an assignment accepted by MI or the model is liable for costs

incurred by MI.

MI requests three months' notice of termination of contact by any models/associates.

14. Provisional Bookings

Once a model is provisionally booked it is the models' responsibility to contact MI if any circumstances change in respect of fulfilling the assignment otherwise the model will be liable for MI's losses.

15. Castings

The model undertakes on accepting a casting through MI to fulfil the assignment through MI any deviation from this acceptance the model will be liable for MI'S losses.

16. Grievances

During or after the shoot the client have the right to contact MI with details of any grievances that they feel applicable to that model(s) on that assignment. The client in their discession may reduce the payment of the models' fee in respect of MI being an Employment Agency

16.1 Grievances

MI, at their discretion, can instigate legal proceedings (court summons, solicitors' letters etc.) against a none paying client for any assignment. The incurred legal fees will be deducted from any resulting payment on a proportional basis by both model(s) and MI for that assignment. The proportion liable will be calculated in respect of the relative model fee and the MI agency fee for that invoiced assignment. For example if the model fee is 80% and the MI agency is 20% of the total invoice, the proportion of the legal fees incurred is charged at 80% to the model and 20% to MI.

17. Acceptance of terms

Any model registering with MI is deemed to do so on the above terms and conditions.

Definitions The words and phrases shall have the following meanings:

Assignment

Any work of any description, which the model obtains directly or indirectly through MI model Any person and /or person's guardian and/or associates who are registered with the agency and is a self-employed person. The model is the worker

MI is an abbreviation for Majestic International Ltd

Majestic International Limited of (Head Office) Churton Villa, Churton Road, CH3 5EB, Cheshire and any person authorised by MI to act on their behalf.

Client

Any company, partnership, sole trader, association or organisation notified by the agency to the model. The client is the hirer.

Fees

Any sum or sums of money, which the agency shall notify at any time to the model, are due and payable by the client or its agent.

Rates

Scales, tables or agreed term of payment of fees notified by the client.

Overseas Client

Any client whose method of business necessities payment in any currency other than pounds sterling.

Cancellation

Notification by any person other than the model (whether or not the client, agency or otherwise) that an assignment is not proceeding.

The Working Day

The working day is 8 hours between 09:00 hours and 18:00 hours and includes a lunch break of half an hour (shops act 1950).

Promotional Activity

Any work (other than an assignment) so described by the agency.