

# BRUCE & BROWN

L O N D O N

Terms and Conditions.

## 1. Terms and Privacy

As required by The Department of Employment regulations, Bruce and Brown's 'Booking Confirmation' containing the terms of the booking must be agreed along with the terms and conditions stated below.

## 2. Permitted use and AI

All usage must be agreed in writing between agency and client prior to the model commencing services and is limited to what is stated in the 'Booking Confirmation'. Other than minor retouching, it is prohibited to amend the child's image through use of AI or any other digital means. This includes changing or superimposing outfits onto the child's image, manipulating the image (likeness or voice) or editing in a way that would otherwise require a reshoot. It is prohibited to use any part of the child's image in order to program or teach a software tool to generate a new image and/or create an avatar of the child.

## 3. Daily/hourly rate

Booking fees are charged by the day or by the hour. For day bookings we would expect child and chaperone to be provided with meals.

## 4. Overtime

Overtime at the hourly rate applies to all bookings over 5 hours (for under 5 years) or over 7 hours (for 5 years and over).

## 5. Fitting fees

Fitting fees are charged at half the hourly rate with a minimum 2 hour booking.

## 6. Location bookings

When a location booking is made (outside of M25), a client must provide return transport or cover all travel expenses (55p per mile or full value of train tickets and cab fares). The full day rate applies to all location bookings and travel time is charged at half the hourly rate. Accommodation and flights must be arranged and paid for by client. Meals must be provided on location shoots.

## 7a. Additional fees

To be agreed at the time of the booking or before any additional usage is published. The agent reserves the right not to negotiate in relation to any additional usage other than that agreed at the time of the booking. Should the original usage be renewed for an additional term the industry standard 10% cumulative uplift will be added year on year.

## 7b. Usage

Additional fees are payable for the right to use the model's image (or reproductions, or adaptations of, or drawings derived from that image, or any other representation of it, either complete or in part whether alone or in conjunction with any wording or other images, photographs, drawings or material of any other nature including electronic imaging) for all known or anticipated purposes other than the initial permitted use.

## 7c. Territory

Additional fees are also payable for the right to use the model's image (or reproductions etc. As set out in 7b above) for all known or anticipated territories other than the as agreed.

#### **8a. Still Photographic disbursement**

Unless otherwise agreed at the time of booking the model disbursement is included at 62.5% and the agent's fee at 37.5% of the invoice total. Vat and any agreed expenses will be added where appropriate.

#### **8b. TV, commercials and Films disbursement**

Unless otherwise agreed at the time of booking the model disbursement is included at 75% and the agents fee at 25% of the invoice total. Vat and agreed expenses will be added where appropriate.

#### **9. Invoicing**

On all invoices payment is required within 30 days of date of invoice. In all cases the person booking the model is the client who will be invoiced and solely responsible for payment, unless otherwise agreed in writing at the time of booking. The agent reserves the right to invoice the 'ultimate client' [i.e. designer / manufacturer / owner of the product in question], for example this may be done if the client is booking on behalf of the ultimate client in which case the client and the ultimate client are jointly and severally liable to pay the invoice. All fees for usage are for the right to use the model's image and, once agreed, are payable whether or not the right is exercised. Unless the agent specifically agrees otherwise, in writing, no usage for the model's image is permitted until payment is made in full. The agency reserves the right to alter payment terms if it deems appropriate prior to booking. **Invoices unpaid after 3 months are subject to a 5% interest fee.**

#### **10. Exclusion fees**

A special fee will be negotiated when the use of the model's image or the service to be supplied by a model in relation to a product is required on a basis which precludes supplying services or allowing the use of the model's image for competing products. A model can supply services to and allow use of the model's image by any competitor unless an exclusion fee is negotiated. It is the client's responsibility to check whether conflicting work has been done.

#### **11. Provisional bookings**

Provisional bookings will be automatically cancelled if they are not confirmed within 24 hours of the proposed booking or if a definite booking is offered and the provisional cannot be confirmed.

#### **12. Cancellations**

If a child is licensed and not confirmed for the shoot, a £160 + 20% cancellation fee will apply. If a booking is cancelled within one working day of the shoot date the full booking fee will be charged unless the same model is booked within 24 hours, in which case the half booking fee will be charged.

#### **13. Weather permitting bookings**

At the first cancellation half the booking fee is charged unless the client fails to cancel in time to prevent the model's attendance, when the full booking fee is payable. At the second cancellation, the full fee is charged.

#### **14. Test and experimental photography**

A photographer is not entitled to use test and / or experimental photographs or test commercials for commercial purposes unless specific arrangements have been made before the photographic session.

#### **15. Copyright**

The photographer and / or the client and anyone obtaining rights from or through the photographer / client is not entitled to use any images for any usage beyond that agreed or permitted under sections 2, 7 and 14 above. The photographer / client to this extent agree to restrict use and exploitation of the copyright. If the client is not the photographer, the client is to draw all these Terms and Privacy to the attention of the photographer and obtain their agreement to them before the shoot commences.

#### **16a. Insurance**

The client is responsible for the model's safety when the model is providing services in connection with the booking. The client is obliged to make sure that all other people engaged in connection with the booking and associated travelling are properly qualified and insured. The client is responsible for the model's health and safety as if the model were an employee of the client. The client will maintain adequate insurance cover to underwrite its obligation to the model.

#### **16b. Insurance**

The agent is not responsible if the model fails to attend a booking. The client is advised to insure against any losses which might be suffered if the model does not keep a booking because of ill health or some other reason.

#### **17. Contract**

All matters relating to the use of the model's image, any other services supplied by the model and all fees must be negotiated and agreed only with the agent, Bruce and Brown model management. If the client or the photographer or any other person on their behalf or connected with them obtains the model's signature on any document (or parent/guardian's signature on model's behalf), or the model's purported verbal agreement to anything, this is not binding on the model or the agent unless and until it is agreed in writing by the agent.

#### **17b. Contract**

These Terms and Privacy for booking and all matters connected with the booking are governed by English law and any dispute will be settled in accordance with that law either by a court in England or such other method as might be agreed at the time of the dispute.

#### **18. Complaints**

Any cause for complaint should be reported when it arises. Complaints cannot be considered in retrospect.

#### **19. Child Performance Licences**

It is a legal requirement for clients to obtain a child performance licence for every job a child model undertakes. This applies to babies and children of compulsory school age. Length of time to process licences varies from 7-21 days depending on the child's council. The agency can supply relevant forms and guidance. *Licenses are charged at £45, amendments and extensions at £20.*

## **20. Child Protection & Risk Assessments**

It is the clients responsibility to ensure they are abiding at all times to Child Performance Regulations and have the appropriate risk assessments, child protection policies, and insurance in place.

*Please note as the supplier of services these Terms and Privacy take precedence over any Terms and Privacy which may be received from the client even if those Terms and Privacy have a clause similar to this. Photographs may not be used until all fees are paid in full. Whilst every endeavour is made to provide satisfactory and efficient service to our clients, as the agent we cannot be held responsible for a model's conduct on any assignment. The agent reserves the right to negotiate within the structure of these terms and conditions.*