

# ZEBEDEE

## TERMS & CONDITIONS

### BOOKINGS

1. A booking form containing all the terms of the booking must be returned by the client before work commences.
2. Usage: Booking fees cover the right to use one image for one year from the date of the booking in the UK only, for the initial use. (unless different is agreed prior – see Extra Fees)
3. Rates: a minimum booking of 2 hours is required.
4. Overtime: Overtime rates apply to all bookings that run over the agreed duration.
5. Fittings: A 2 hour minimum booking is required - after which an hourly rate will be charged.

### MODELS EXPENSES

6. Travel: Expenses are applicable to all bookings (as required).
7. Overnight stays: If the model is required to work on consecutive days or early start away from home, an overnight stay in a hotel will be required, and therefore included in the booking fee.
8. Meals: Clients are responsible for models' meals on all half day(+) bookings. Per diems will be chargeable for overnight stays.

### EXTRA FEES/ USAGE

To be agreed at the time of the booking or before additional usage:

9. (a) Extra Usage: Extra fees are payable for the right to use the photographs for purposes other than the initial use (for more than one year in the UK from date of booking).

(b) Outside of UK: Extra fees are payable for the right to use the photographs outside of the UK. The additional fees cover the right to use one image for one year from the date of the booking, in the area agreed.

To be agreed after the time of booking:

10.(a) Extra Usage: It is the client's responsibility to notify Zebedee Talent if subsequent usage is required after the time of booking as per 9(a) above. Extra fees will then be negotiated.

(b) Outside of UK: It is the client's responsibility to notify Zebedee Talent if subsequent usage is required after the time of booking for any other area outside of the UK as per 9(b) above. Extra fees will then be negotiated.

## **INVOICES/PAYMENTS**

11. Both agency fees and model fees will be invoiced by Zebedee Talent. VAT and any other agreed expenses will be added where appropriate.

12. (a) Existing Clients - Payment is required within 30 days of the date of the invoice. The person booking the model will be invoiced and solely responsible for payment, unless otherwise agreed at the time of the booking. No usage of the model's image is allowed until payment is received in full. Please note that a 10% charge of the invoice total will be added if the payment is not received within the 30 day period. A further 10% will be added for each 30 day period thereafter.

(b) New Clients - Payment is required within 7 days of the date of the invoice. The person booking the model will be invoiced and solely responsible for payment, unless otherwise agreed at the time of the booking. No usage of the model's image is allowed until payment is received in full. Please note that a 10% charge of the invoice total will be added if the payment is not received within the 7 day period. A further 10% will be added for each 7 day period thereafter.

13. Exclusion fees: It is the client's responsibility to check whether conflicting work has been done. If a model advertises a product, he/ she is able to work for any competitor unless an exclusion fee is negotiated.

## **PROVISIONAL BOOKINGS**

14. It is up to the client to confirm a booking within 24 hours of the proposed job. If not confirmed within this time, and a definite booking is offered from elsewhere, we are within our rights to accept the guaranteed booking.

## **CANCELLATIONS**

15. (a) Within 1 working day of the starting time - the full fee is chargeable unless the same model is re-booked for another date(s) at time of cancellation.

(b) Within 2 working days of the starting time - half the fee will be chargeable unless the same model is re-booked for another date(s) at time of cancellation.

(c) If a booking is cancelled because of illness or another reason beyond Zebedee Talent/ the models' control, the model shall not be liable for cancellation charges.

16. Weather Permitting Bookings: At the first cancellation, a half-fee is charged unless the client fails to cancel in time to prevent the model's attendance, when the full fee is payable. At the second cancellation the full fee is charged.

## **FASHION SHOWS**

17. Catwalk bookings give the right to allow photographers present to take photographs and videos of the show on the basis that all such material are for REPORTING PURPOSES ONLY. It is the client's responsibility to ensure that all photographers present are aware of this condition and abide by it. Any other usage must be

negotiated at the time of the booking (as set out in 9).

## **TEST PHOTOGRAPHY**

18. The photographer or client is not entitled to use test photography for commercial purposes unless specific arrangements have been made with Zebedee Management prior to the test.

## **COPYRIGHT**

19. The photographer/the client and anyone obtaining rights is not entitled to use any images for any usage beyond that agreed. The photographer/client agrees to restrict use and exploitation of the copyright. If the client is not the photographer, the client is to draw all these terms and conditions to the attention of the photographer and obtain his agreement to them before the shoot commences.

## **INSURANCE**

20. The client is responsible for the model's health and safety when the model is travelling, or providing services, in connection with the booking to the same extent as an employee of the client. The client will maintain adequate insurance cover to underwrite its obligations to the model. Zebedee Talent is not responsible if the model fails to attend the booking. The client is advised to insure against losses which might result if the model does not keep a booking because of ill health or another reason.

## **JURISDICTION**

21. 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 with Zebedee Talent. If the client/photographer or any other person connected with them obtains the model's signature on any document or the model's purported verbal agreement to anything - this is not binding unless it is agreed by Zebedee Talent in writing

## **COMPLAINTS**

22. Any complaint regarding any of our models should be reported when the issue arises.

\*We reserve the right to negotiate within the structure of these terms & conditions.