

ZEBEDEE

INCLUSIVE TALENT AGENTS

CLIENT TERMS & CONDITIONS

In these Terms and Conditions, the “Agency” means Zebedee Talent Limited, the “Client” means the person, firm or company named as such on the Booking Confirmation and the “Talent” means the person who undertakes the booking.

1. TERMS AND CONDITIONS

- 1.1 These terms and conditions supersede any other oral or express agreement and take precedence over any terms and conditions that may be received from the Client, unless otherwise agreed prior to the booking.
- 1.2 These Terms and Conditions should be read in conjunction with the terms contained in the Booking Confirmation and invoice and the Client undertakes to notify all interested parties affected or potentially affected by these Terms and Conditions that they apply to the booking.
- 1.3 Any variation of these Terms and Conditions must be agreed in writing by the Agency.

2. BOOKINGS

- 2.1 A Booking Confirmation containing all the terms of the booking must be returned by the client before work commences.
- 2.2 Provisional bookings are to be confirmed by the client within 24 hours of the proposed job. If the booking is not confirmed within this time, and a definite booking is offered elsewhere, we are within our rights to accept the guaranteed booking.
- 2.3 Any amendments or changes to the booking confirmation must be notified to the Agency before returning the Booking Confirmation.
- 2.4 The agency reserves the right to enforce booking or release on options if secondary job is ready to confirm.
- 2.5 All talent introduced by the Agency to a Client must be booked through the Agency.

3. FEES

- 3.1 Favoured Nations – Clients agree to equal treatment to others on the project. This includes talent receiving equal rates, accommodation, and any other contractual provisions as their counterparts on the project.
- 3.2 Minimum booking period is 2 hours.
- 3.3 A day rate is an 8-hour period between 9am and 6pm (including one hour for lunch). Half day is a 4-hour period. Hours worked outside of these hours will be charged as overtime.
- 3.4 Overtime rates apply to all bookings that run over the agreed duration:
 - a) An extra hour between 9am and 6pm is charged at normal rate;
 - b) Before 9am and after 6pm is overtime charged at one and a half times the hourly rate;
 - c) Saturdays are charged at one and a half times the hourly rate;
 - d) Sundays or Bank Holidays are charged at double the hourly rate.
- 3.5 Fittings: A 2-hour minimum booking is required, after which an hourly rate will be charged.
- 3.6 The Client will be responsible for ensuring talent under the age of 16 have a Child Performance Licence for the booking and is responsible for the cost of the licence.
- 3.7 Exclusion fees: It is the Client's responsibility to check whether conflicting work has been done. If a talent advertises a product, he/ she is able to work for any competitor unless an exclusion fee is negotiated.
- 3.8 All agency commission fees charged in addition to any fees are due to the Agency.
- 3.9 All queries regarding the booking must be raised with the Agency within 48 hours of completion of the booking.

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4. USAGE

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

- 4.1 Usage: Booking fees cover the right to use one image for one year from the date of the booking in the territory and purposes agreed only, for the initial use, unless different is agreed prior.
- 4.2 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).
- 4.3 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.
- 4.4 Extra Usage: It is the client's responsibility to notify Zebedee Talent if subsequent usage is required after the time of booking. Extra fees will then be negotiated.
- 4.5 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. Extra fees will then be negotiated.

5. MODELS EXPENSES

- 5.1 Travel expenses are applicable to all bookings (as required).
- 5.2 Travel days preceding or succeeding the booking will be charged at one half of the normal daily rate.
- 5.3 If the talent 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.
- 5.4 The Client is responsible for talents' meals on all half day(+) bookings. Per diems will be chargeable for overnight stays.
- 5.5 The agency reserves the right to charge any reasonable expenses incurred by the talent in fulfilling the booking.
- 5.6 Where the client requests Zebedee Talent to book travel/accommodation, we will charge the client a 20% administration fee (plus VAT where applicable).
- 5.7 Travel expenses must be paid within 7 days of the invoice issue date.
- 5.8 Travel expenses must be paid regardless of client or model cancellations, changes of date or any other changes.

6. INVOICES/PAYMENTS

- 6.1 Payment of all fees and expenses are due to the Agency within 30 days from the invoice date, unless otherwise agreed in writing.
- 6.2 All invoice queries must be raised within 48 hours of receiving the invoice.
- 6.3 All agency fees, talent fees and expenses will be invoiced by Zebedee Talent and are to be paid directly to the Agency.
- 6.4 VAT will be charged in accordance with the Value Added Tax Act 1994.
- 6.5 The person booking the talent will be invoiced and solely responsible for payment, unless otherwise agreed at the time of the booking.
- 6.6 No usage of the talent's image is allowed until payment is received in full.
- 6.7 We reserve the right to charge a 10% overdue fee, in accordance with the Late Payment Act of 1998.

7. CANCELLATIONS

The following cancellation fees will be charged if a Booking is cancelled either directly or indirectly by the Client:

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- 7.1 Within 1 working day of the starting time - the full fee is chargeable unless the same talent is rebooked for another date(s) at time of cancellation.
 - 7.2 Within 2 working days of the starting time - half the fee will be chargeable unless the same talent is rebooked for another date(s) at time of cancellation.
 - 7.3 If a booking is cancelled because of illness or another reason beyond Zebedee Talent/ the talents' control, the talent shall not be liable for cancellation charges.
 - 7.4 Weather Permitting Bookings: At the first cancellation, a half-fee is charged unless the client fails to cancel in time to prevent the talent's attendance, when the full fee is payable. At the second cancellation the full fee is charged.
- 8. FASHION SHOWS**
- 8.1 Catwalk bookings give the right to allow photographers present to take photographs and videos of the show on the basis that all such material is 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.
- 9. TEST PHOTOGRAPHY**
- 9.1 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.
- 10. COPYRIGHT /USE OF IMAGES**
- 10.1 The photographer/the client and anyone obtaining rights is not entitled to use any images for any usage beyond that agreed.
 - 10.2 The photographer/client agrees to restrict use and exploitation of the copyright.
 - 10.3 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.
- 11. INSURANCE/TALENT CARE**
- 11.1 It is the Clients responsibility to arrange insurance for the booking, which includes third party liability and indemnity insurance.
 - 11.2 The client is responsible for the talent's health and safety when the talent 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 talent.
 - 11.3 Zebedee Talent is not responsible if the talent 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.
 - 11.4 The Client is solely responsible for ensuring the talent is treated with respect and professionalism, and that all necessary steps are taken to ensure the safety, health and wellbeing of the talent is protected, by the client and/or third parties engaged by the client in relation to the delivery of the services.
 - 11.5 The Client is responsible for ensuring all talent take suitable rest breaks.
 - 11.6 Working hours for talent under the age of 18 are subject to special rules. It is the Client's responsibility to ensure the talent do not breach these restrictions and follow the NNCEE guidelines.
 - 11.7 The Client is responsible for ensuring they have received the Talent's Access Rider and make any reasonable adjustments to ensure the safety and wellbeing of the Talent.
- 12. LIABILITY**
- 12.1 The Agency will not accept any liability whatsoever for any loss costs, claims or proceedings incurred by a Client in connection with a booking.

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13. JURISDICTION

13.1 All matters relating to the use of the talent's image, any other services supplied by the talent, and all fees, must be negotiated and agreed with Zebedee Talent. If the client/photographer or any other person connected with them obtains the talent's signature on any document or the talent's purported verbal agreement to anything this is not binding unless it is agreed by Zebedee Talent in writing.

14. DATA PROTECTION/GDPR

14.1 The Client shall comply with all applicable data protection and privacy laws and regulations, including the General Data Protection Act 2018.

14.2 A copy of Zebedee Talent's Privacy Policy, which gives information on how Zebedee Talent uses personal data of its Clients and Talent, is available on the Zebedee Talent website.

14.3 Whereby Zebedee Talent transfers any Talent personal data and/or information to the Client in connection with any Booking Confirmation, the Client warrants and represents is shall:

- a) ensure it has implemented appropriate and effective measures to protect such personal data against unauthorised or unlawful processing and accidental loss or damage;
- b) If necessary, provide full and open assistance to enable Zebedee Talent to comply with any request from Personal Data owners relating to their Personal Data under the Data Protection Legislation act;
- c) Provide full co-operation in ensuring personal data is kept up to date and accurate;

15. COMPLAINTS

15.1 Any complaints must be reported to the Agency by the Client as soon as it arises. Complaints cannot be considered and/or dealt with after the services have been delivered.

15.2 Whilst the Agency endeavours to ensure that the Talent provides a professional and efficient service to Clients, the Talent is self-employed, and the Agency cannot be held responsible for a Talent's conduct or behaviour whilst delivering a service.

15.3 The Agency will not be liable for any costs, expenses or losses suffered as a consequence of the behaviour or conduct of the Talent.

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

**We are governed by UK law for supply of all models worldwide, regardless of their shoot or client location.