

Terms & Conditions

1 Definitions

- a) "The Client" means the person, firm, company or other organisation to whom Shoop Limited supply the services.
- b) "The Services" means the promotional services (including but not limited to the supply of Models and television extras) supplied by Shoop Limited.
- c) "The Company" means Shoop Limited trading as Shoop Models and also Shoop Promotions of Communications House, 26 York Street, London, W1U 6PZ.
- d) "The Model" means all or any persons for whom the Client requests the Company to make any booking or arrangement for including but not limited to any person who attends in substitution of someone on whose behalf any arrangements have been made or any additional persons who attend any arrangements booked or arranged by the Company on behalf of the Client.

2 Terms and Conditions

Shoop Limited's booking form containing the terms of the booking must be submitted by the Client. The Client's instruction to the Company to supply the Services will be deemed to be acceptance of these terms of business, unless any amendments are agreed in writing by the Company and the Client.

3 Quotes and Prices of Services

- a) The Company's prices may be subject to adjustment to take into account any variation in the Company's costs (which the Company shall notify to the Client) including but not limited to the cost of alteration of duties or other increases in costs beyond the Company's control since the date of the Client's order and the Company reserves the right to adjust the Contract/ invoice price and the Contract/ invoice so adjusted shall be payable as if the adjusted price were the original Contract/ invoice price.
- b) The fees for the supply of Services will be notified to the Client prior to the commencement of the work. Models may be booked for a full day, a half-day or hourly. Extra half hours or parts of hours shall be paid at half the hourly rate. Expenses will be added where appropriate.
- c) Overtime rates apply before 9:00am, after 6:00pm and on all bookings over 8 hours. Overtime rates are at one and a half times the normal rate.
- d) In general photographic booking fees cover the right to use one image for one year from the date of booking, in the United Kingdom only, for the initial permitted use. Any further usage including prices syndication to be negotiated and agreed in advance with the Company.
- e) Additional fees are to be agreed at the time of the booking before any additional usage. The Company reserves the right not to negotiate in relation to any additional usage other than that agreed at the time of the booking
- f) 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 other 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 (e.g. Packs, posters, show cards, record covers, swing tickets etc.). Unless otherwise agreed the additional fees cover the right to use one image for one year from the date of booking, in the United Kingdom only, for the purpose or purposes agreed. Under no circumstance will each usage fee be less than the Model's advertising day rate. Additional fees are also payable for other services to be supplied by the Model, for example, personal appearances for PR purposes. Fees for such services will be negotiated on an individual basis.
- g) 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.
- h) All prices are exclusive of VAT (value added tax) and in the event the Company becomes VAT registered VAT shall be charged by the Company and shall be payable by the Client at the appropriate rate.

4 Invoicing

- a) 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. All fees for usage of images are for the right to use the Model's image and, once agreed, are payable whether or not the right is exercised. Unless the Company 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.
- b) When an invoice is disputed The Company must be notified in writing within seven days of receipt of delivery of the invoice. Where part of an invoice is disputed the balance shall be paid in accordance with these terms and conditions. Delays in settlement of accounts may result in suspension of activities.
- c) The Company reserve the right to charge interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1988 on any payment that has not been settled within the time specified and to invoice the Client in advance in respect of any of the services to be provided by The Company.

5 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.

6 Location Bookings

When a location booking is made, a Client must provide transport there and back unless agreed otherwise. If a Model on location is prevented from returning to work, half the daily fee is to be paid.

7 Fashion shows and events

Catwalk and event bookings give the right to make use of a Model's services on the catwalk for the specified show or whilst providing the service and the right to allow photographers to be present to take photographs and videos of the show or event on the basis that all such material (or reproductions etc. as set out as 3f above) is for reporting purposes only. The Client is responsible for ensuring that all photographers present are aware of this condition and abide by it. If any further usage is required that must be negotiated at the time of booking.

8 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 for the photographic session.

9 Cancellation

- a) If a booking is cancelled within one working day of the starting time 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. If a booking is cancelled outside the one day period but within two working days of the starting time then half the booking fee will be charged. Bookings of more than three days duration: if the booking is cancelled within a period equal to the length of the booking, then the full fee is charged.
- b) In the event of cancellation or delay of the work due to so called 'force majeure' circumstances – beyond the control of the Company at the first cancellation half the booking fee is charged unless the Client fails to cancel in time to prevent the Model's attendance. At the second cancellation, the full fee is charged. The Company may delay or cancel the Contract and any performance or Engagement booked if and to the extent that the Model/s is unable to fulfil the Engagement as agreed due to illness, accident, delay or strike in public transport, breakdown or other circumstance beyond his control. The Company shall bear no liability and no refund shall be provided in connection with any Model who fails to attend any arrangement or booking made by the Company or who leaves any event prior to its completion.
- c) The Company 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. In the event the Company reserves the right to send alternative Models if any are available.
- d) If the Client shall be in breach of any its obligations hereunder or if it becomes insolvent, bankrupt or has a bankruptcy petition issued against it, or if a company, is wound up or has a winding up order issued against it, or has an administrator, receiver or administrative receiver appointed over the whole or any part of its assets or undertaking or a resolution to wind up such company is passed the Company in its absolute discretion and without prejudice to any other rights it may have may, by notice in writing, terminate wholly or in part any and every contract between the Company and the Client or, without prejudice to its right later to terminate the Contract for the same cause should it so decide, may suspend the same until such default by the Client is remedied.

10 Sub-contractors exclusivity

All Models engaged by The Company to work on the Client's behalf shall be regarded as agents of The Company. The Client agrees not to approach them for either direct or indirect engagement of services within the lifetime of the agreement, or for a period of twelve months thereafter, unless approval is obtained in writing from Shoop Limited. In such cases the Client agrees to pay the Company an introductory fee of 15%.

11 Obligations of the client

1. It is the client's responsibility to carry out a proper risk assessment of the location, equipment and work conditions; any risk to Health & Safety known to the Client must be discussed with the Company at the time of the booking. 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.
2. The Company will take all reasonable and appropriate care of any items or products in its possession that belongs to the Client, but cannot be held responsible for any reconciliation discrepancies without prior written agreement by both parties regarding control and auditing procedures.

12 Loss or liability

- a) The Company will not be liable to the Client in respect of any loss or liability, expense, damage or delay arising from cause or act caused directly or indirectly by Models engaged by Shoop Limited to work on the Clients'

behalf.

- b) The Company does not accept any liability for work conducted against targets or sales performance standards and payment for work completed is due irrespective of whether such targets or standards are agreed in writing by Shoop Limited prior to the provision of the service.

13 Client Specifications

The Company shall not be liable for any alleged problems due to the Client providing any inaccurate specification or due to the Client's failure to make any particular specification.

14 Complaints

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

15 Contract

- a) 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 Company. 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 the Model's purported verbal agreement to anything that is not binding on the Model or the Company unless and until it is agreed in writing by the Company.
- b) As the supplier of services these terms and conditions take precedence over any terms and conditions which may be received from the Client even if those terms and conditions 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 Company we cannot be held responsible for a Model's conduct on any assignment.
- c) These terms and conditions shall be governed by and construed in accordance with the laws of England and Wales whose courts shall be the only courts of competent jurisdiction.