

TERMS AND CONDITIONS BROADCASTING AGENCY (BCA)

Please read carefully before making a booking.

Confirmation:

Booking Confirmation, as required by statutory regulation, the Booking Confirmation sent by Broadcasting Agency (Agency) which contains the terms of the booking **MUST** be signed and returned by the Client. Failure to do so may result in the booking / assignment being cancelled without further notice.

Shoot fees are charged by the day from 9.00am until 6.00pm with 1 hour given for lunch break. Half day is 4 hours or to be negotiated by the hour with Broadcasting Agency. Please note minimum booking time is 2 hours. Any run-on rates are indicated on the Booking Confirmation.

All models / Artistes introduced by the Agency (Broadcasting Agency) to the Client or his Agent must be booked through the Agency unless the Model / Artiste have resigned from Broadcasting Agency.

All fees' are to be negotiated with Broadcasting Agency and only with Broadcasting Agency.

Image Use:

Use of Images. It is the Clients responsibility to notify Broadcasting Agency of any further usage and to negotiate additional fee's (also to include extensions of existing agreements) that may be required or anticipated before the time of booking. Broadcasting Agency reserves the right to invoice the Client at a rate that it deems reasonable if extra usage / additional fees are not negotiated prior to any booking.

Usage fee's are to be included in the shoot fee or may be itemised separately as specified in the Booking Confirmation. If negotiated as part of the initial usage the fee is payable irrespective of eventual take-up of the usage.

The proposed initial media, territory and length / period of usage of all images **MUST** be negotiated prior to the booking and will be shown on the Booking Confirmation sent by Broadcasting Agency to the Client at the time of booking. If usage described within the Confirmation of Booking does not cover the required negotiated initial usage, the Client should contact Broadcasting Agency immediately and additional usage fees will be negotiated.

Additional Fees:

Travel time / Expenses. Models / Artistes travelling to and from an assignment on the same day as the assignment, travel will be charged at half the hourly rate for the duration of the journey time, this is for all assignments taking place outside of the five-mile radius of Hyde Park Corner. Assignments requiring the Model / Artiste to travel to and from the assignment on the day of assignment or after the assignment, travel will be charged at one half of the normal daily rate negotiated for a whole or half day of travel.

Overtime. Overtime rates per hour apply before 7.30am (Dawn call) at one fifth of daily negotiated rate per hour or part and / or after 6.00pm. Within these times, normal rates negotiated apply. The overtime rate is one fifth of the daily rate or part per hour between 6.00pm and midnight; a special rate is negotiated for evening / night work between midnight and 7.30am; Saturdays are charged at one-and-a-half times the normal negotiated rate. Sundays and Bank holidays are charged at double the normal negotiated rate. The normal working day is ten hours which includes an hour taken for lunch.

Wardrobe / Fittings / Recalls:

Wardrobe calls / Re-calls. Wardrobe / fitting fee's are £50 minimum per hour. If the Model / Artistes is required for a re-call an additional fee of £40 will be added to the Invoice.

Meals are to be provided by the Client where the booking / assignment is for a full day or part / half day where this would normally include a lunch break.

Bookings using Models / Artistes from other Agencies on the same Assignment. Should other Models / Artistes from other Agents be used on the same Assignment providing the same service as Broadcasting Models / Artistes be paid at a higher rate than Broadcasting Agency Models / artistes, Broadcasting Agency reserves the right to charge at an identical rate.

Invoicing / Payment

VAT will be added as appropriate to all fees in accordance with the laws of the United Kingdom.

Broadcasting Agency charges 20% on the total of the negotiated quoted shoot, travel and usage fee's on all Assignments excluding Equity TV commercials on repeats. For equity contracts based on repeats, artist respective percentages will be 80% and 20%.

Payment on all invoices are required within 30 days of date of invoice unless otherwise specified by the client at the time of booking.

The person / client booking the Model / Artiste will be invoiced and solely responsible for payment unless otherwise agreed with Broadcasting Agency at the time of booking.

Please note no use of any images is permitted unless and until all relevant fees have been paid.

Provisional bookings / pencils

Provisional / Pencilled bookings will be cancelled if they are not confirmed within 24hrs of the proposed booking. Or if a definite booking is offered and the provisional booking cannot be confirmed.

Cancellations

Cancellation fee's will be invoiced if an assignment is cancelled by the Client, details are as follows:

Within one working days of the starting date / time a full fee will be charged unless the same Model / Artiste is re-booked within 24hrs, in which case half of the original negotiated fee will be charged.

When and if a booking is cancelled outside the five-day period but is still within the ten working days of the starting time / date then half the original negotiated fee will be charged.

This is a reciprocal arrangement between Model / Artiste and the said Client.

If a booking / confirmation is cancelled due to illness or any other reason beyond the Model / Artiste? Or Broadcasting Agencies control neither Broadcasting Agency nor the Model / Artiste shall be liable for cancellation charges.

Weather Permitting Bookings / Confirmations. At the first cancellation, a half fee will be charged unless the Client fails to cancel in time to prevent the Model / Artistes attendance, when the full fee is payable. If there is a second cancellation the full original negotiated fee will be charged.

Photographer Copyright

The photographer is NOT entitled to use any of the images he or she takes for any other usage than his or her personal portfolio beyond that agreed, negotiated and paid for through Broadcasting Agency.

The photographer to this extent agrees to restrict use of his / her copyright and, if the Agency / Client is not the photographer, the Client is to draw these terms and

conditions to the attention of the photographer and obtain his agreement before the shoot / assignment commences.

The photographer is NOT entitled to use, test or experiment with the photographs for commercial purposes of any kind.

Complaints

Any cause for complaint should be reported the moment it arises. Complaints will not be considered in retrospect.

Every reasonable endeavour is made to insure satisfactory and efficient service to all Clients, Broadcasting cannot be held responsible for a Model / Artistes conduct nor for any costs incurred by a Model / Artistes lateness or none appearance at any booking / assignment.

Insurance

It is the Clients responsibility to arrange all insurance and cover needed for any assignment. This includes personal and third party liability insurance at an assignment and indemnity in the event that a Model / Artiste is unable to attend for whatever reason.

Please note that Broadcasting reserves the right to negotiate within the structure of these Terms and Conditions without prejudice to any prior or subsequent negotiation or agreement.

These Terms and Conditions take precedence over any Terms and Conditions that may be received from the Client (even if those Terms and Conditions have a clause similar to this) unless agreed prior to the assignment.

The Client should notify all interested third parties affected by these Terms and Conditions that they apply to the assignment and should be read in conjunction with the Terms contained in the Booking / Confirmation and Invoice.