



Terms & Conditions for Grey Model Agency Ltd (GREY'S)

GREY'S is a BERR regulated Employment Agency and is restricted by the 1973 Employment Agency Act including amendments.

GREY'S charges NO fees to models in anyway whatsoever

The GREY'S Terms and Conditions to all models and/or their guardians and/or their associates

These Terms and Conditions replace any previously issued.

NB. All models/associates on submitting any images via any media whatsoever to GREY'S, give all reproduction rights to GREY'S and in doing so lawfully accepts and abides by all the terms and conditions set and modified at any time by GREY'S. The following are GREY'S's terms and conditions and shall apply to all models and/or their associates immediately on submission. GREY'S will act as an Employment Agency on the models' behalf. I have read and fully understand these terms and conditions as a contract with GREY'S (parent company Grey Model Agency Ltd.)

1. Bookings

1.1 The assignment, which has been accepted by a model through GREY'S, must then be fulfilled through GREY'S. All extensions and derivations relating to the original assignment must be fulfilled through GREY'S. The model will be liable to pay all GREY'S's losses in respect of the original assignment, extensions and deviations if not fulfilled through GREY'S. GREY'S does not guarantee any such work.

1.2 The model undertakes not at any time in the future to contact in anyway whatsoever any clients introduced to them through GREY'S in any capacity whatsoever without the written consent of GREY'S.

2. Assignment Contract

2.1 GREY'S will offer a contractual assignment as a conditional verbal description over the telephone. On accepting the model is liable to fulfil this contract. GREY'S will supply the "best of knowledge" assignment details of this contract by email. Each contract applies to any one offer only. Each contract cannot be applied to any other offers past or present.

2.2 The contract will quote the individual model fees and the client fee for hiring each individual model for completing the contract in full. The contract will give the "best of knowledge" assignment details of this contract e.g. time, date, place, wardrobe, restrictions, working hours, client fee, model fees, proposed additional fees, etc. The model on being emailed (time and dated franked by the email) the contract by GREY'S must complete the contract in full for the contracted fee otherwise the model will be liable for any losses incurred. The model can view the contract at any time via web pin login, and password.

2.3 On Equity related assignments, section 2.2 applies.



2.4 GREY'S reserves the right to negotiate any post assignment disputes by any party on behalf of the individual model and client. Any post assignment resolutions negotiated by GREY'S will be judged by GREY'S as to be fair and reasonable to all interested parties. GREY'S decision is final.

3. Availability

3.1 The model must give 7 working days' notice to the agency to withdraw from an assignment, which has been booked by a client.

3.2 The model shall be liable for any extra costs that have been incurred by GREY'S, the client or other models as a result or failure to comply with condition 3.1 of these terms and conditions.

3.3 It is the models' responsibility to be available for the duration of the assignment.

3.4 If a model fails to complete an assignment for any reason other than illness (to be evidenced by a medical certificate) then the model may be liable to pay for costs or losses incurred.

4. Payment and Invoicing

4.1 (a) GREY'S will invoice the client or Associate Agency on the models' behalf.

(b) The model will be notified prior to the assignment of any contractual changes.

(c) The model gives GREY'S the authority to receive any money on behalf of the model.

4.2 (a) GREY'S will normally make payment to the model of any fees properly due within ten days of receipt of payment from the client. However under abnormal circumstances i.e. sickness, holiday's payment may take longer than 10 days, but no longer than 35 days.

(b) GREY'S is not obligated to pay model fees prior to payment by the client. The client may take an indefinite period to pay but is requested to make payment normally within 1 month of invoice.

4.3 GREY'S will not be liable for any outstanding fees to the model in the event of indefinite delayed payment by the client for whatever reason.

4.4 GREY'S may in its sole discretion make an advance payment to the model. A negotiated further 5% will be deducted from the total fees for this service. GREY'S reserves the right to recover from the model any advance payment made.

4.5 The model is self-employed and personally responsible for the payment of income tax, National Insurance contributions and other statutory deductions and where appropriate value added tax or equivalent tax authority in their permanent country of residence. The agency will not be reliable for any model's failure to complete any of the above mentioned. All VAT registered models are responsible for sending in VAT invoices within 30 days of all assignments.

4.6 The model will invoice GREY'S with any necessary VAT amount on completing the contract in order to receive payment.

4.7 If the model wishes GREY'S to hold onto any monies due for whatever reasons the model must confirm this undertaking in writing whether by email, text or letter to GREY'S. If this causes the



payment to be held in excess of 30 days GREY'S will issue a written statement to the worker setting out the amounts held on the workers behalf.

5. Rates

5.1 The model will be notified and contracted over the telephone by GREY'S of the rate of payment for a particular assignment in advance of the models' acceptance of that assignment. If prior notification is not possible the model will be so informed. The agency charges a supplement of 20% on all fees including without limitation hourly, daily and overtime fees and all fees for the right to use and all fees negotiated for any other service to be supplied by the model. Both agency fees and model fees will be invoiced by the Agency. The Grey signed model disbursement is included at 66.67% and the agent's fee at 33.34% of the invoice total. Unsigned or temporary models disbursement is included at 50% and the agent's fee at 50% of the invoice total.

5.2 GREY'S will not be liable if the client does not maintain the rates of a contract / payment.

5.3 The model gives GREY'S the right to re-negotiate with the client any necessary variations in the rate of payment without any liability to the model whatsoever.

5.4 Assignments undertaken for overseas clients may carry variations in rate due. For example, currency fluctuations and bank charges and such variations will be carried forward to the payment made to the model.

5.5 The model gives GREY'S permission in their absence to enter into contracts with the client on their behalf.

6. Liability

GREY'S will not accept responsibility or accept liability for any loss costs claims or proceedings incurred by a model to either persons or property at any time while working, travelling to or from or in connection with any assignment whatsoever.

7. Cancellations

GREY'S is not liable for any costs claims proceedings or losses due to the cancellation of an assignment.

8. Performance

8.1 It is the model's responsibility:

(a) To ensure that the assignment is fulfilled to the client's order and satisfaction.

(b) To be punctual for an assignment.

(c) To ensure that the model possesses the specified wardrobe and accessories.

(d) To ensure that the model fulfils the assignment as specified in the contract and accept any costs resulting from any deviation of the contract.



8.2 The model shall bear any extra costs, which are incurred as a result of a breach of this clause 8.1(d).

8.3 The model will not bring GREY'S into disrepute and will be a professional representative of GREY'S at all times.

8.4 Featured model. Defined by (a) be required to act individually in a medium shot, or more closely, or (b) possible individual direction, or (c) a direct relationship to perform with a visual featured model, or (d) possible visibility and recognizable in a crowd or individual scenes, or (e) appear in a vignette either individually or with others.

8.5 model upgrade. If the model is upgraded to a featured model, the full fees and usage fees will apply

9. Exclusivity

A model who accepts an assignment from a client introduced to the model by GREY'S shall be liable to pay GREY'S 50% of the fee, which the model receives.

10. Promotional Material

GREY'S shall at its discretion invite models to participate in promotional activities for GREY'S. GREY'S will at their discretion reproduce model prints, website, CD-ROMs, model books, head sheets or electronic transmissions (fax, Internet, etc.) from any supplied photographs. The model will bear no costs for this service.

11. Reproduction Rights

11.1 All images and details reproduced in association with the GREY'S are supplied by the individual model and/or their associates and with the full permission and consent of the individual model/associates. GREY'S cannot be held responsible for any loss howsoever caused by the model misrepresenting themselves in any way.

11.2 The model/associates is solely responsible for obtaining all the necessary copyright permits to reproduce their images in association with GREY'S. GREY'S cannot be held responsible whatsoever for any copyright infringements however caused or associated. All images and details reproduced are taken in good faith from the model/associates by GREY'S.

12. Details of Contract

GREY'S will hold the details of each contract on computer hard disc. At any time the model can request a print, or see these details. These details will be available for 1 year after the initial date of the contract. The model is liable to collect and sign for a print of these details from the premises of GREY'S before the model can dispute in any way these details. Failure to collect and sign will mean no dispute can be entered into.

13. Termination of Representation



The model's representation by GREY'S may be terminated by GREY'S without notice but without unfair reason. The models/associates must resign in a written form to GREY'S although a model must fulfil all obligations in respect of an assignment accepted by GREY'S or the model is liable for costs incurred by GREY'S.

GREY'S requests three months' notice of termination of contact by any models/associates.

14. Provisional Bookings

Once a model is provisionally booked it is the models' responsibility to contact GREY'S if any circumstances change in respect of fulfilling the assignment otherwise the model will be liable for GREY'S's losses.

15. Castings

The model undertakes on accepting a casting through GREY'S to fulfil the assignment through GREY'S any deviation from this acceptance the model will be liable for GREY'S losses.

16. Grievances

During or after the shoot the client has the right to contact GREY'S with details of any grievances that they feel applicable to that model(s) on that assignment. The client in their discretion may reduce the payment of the models' fee in respect of GREY'S being an Employment Agency

16.1 Grievances

GREY'S, at their discretion, can instigate legal proceedings (court summons, solicitors' letters etc.) against a non-paying client for any assignment. The incurred legal fees will be deducted from any resulting payment on a proportional basis by both model(s) and GREY'S for that assignment. The proportion liable will be calculated in respect of the relative model fee and the GREY'S agency fee for that invoiced assignment. For example if the model fee is 80% and the GREY'S agency is 20% of the total invoice, the proportion of the legal fees incurred is charged at 80% to the model and 20% to GREY'S.

17. This contract is governed by the law of England and Wales, and is subject to the exclusive jurisdiction of the courts of England and Wales.

18. Acceptance of terms

Any model registering with GREY'S is deemed to do so on the above terms and conditions.

Definitions - The words and phrases shall have the following meanings:

Assignment

Any work of any description which the model obtains directly or indirectly through GREY'S

Model

Grey Model Agency Ltd. HQ, Henry Wood House, 2 Riding House Street, London, W1W 7FA 0203 733 3390
Company No. 9525576 Reg. Co. Address: Appledram Barns, Birdham Road, Chichester, PO20 7EQ



Any person and /or person's guardian and/or associates who are registered with the agency and is a self-employed person. The model is the worker

GREY'S is an abbreviation for Grey Model Agency Ltd

Grey Model Agency Limited of (Head Office) Grey Model Agency Ltd. Henry Wood House, 2 Riding House Street, London, W1W 7FA 0203 733 3390
Company No. 9525576 Reg. Co. Address: Appledram Barns, Birdham Road, Chichester, PO20 7EQ and any person authorised by GREY'S to act on their behalf.

Mother Agency – An Agency that acts on behalf of the Model worldwide, is regarded as the Model's premier agency or main agency; through which all Associate Agencies must correspond and liaise regarding the Model's commissions, fees, usages and Associate Agency contracts.

Associate Agency – An Agency that acts on behalf of the Model in any given territory as an agreed associate of the Mother Agency, with whom the Associate Agency must liaise regarding Model's commissions, fees, usages and invoicing.

Client

Any company, partnership, sole trader, association or organisation notified by the agency to the model. The client is the hirer.

Fees

Any sum or sums of money, which the agency shall notify at any time to the model, are due and payable by the client or its agent

Rates

Scales, tables or agreed term of payment of fees notified by the client

Overseas Client

Any client whose method of business necessities payment in any currency other than pounds sterling

Cancellation

Notification by any person other than the model (whether or not the client, agency or otherwise) that an assignment is not proceeding

The Working Day

The working day is 8 hours between 09:00 hours and 18:00 hours and includes a lunch break of half an hour (shops act 1950).

Promotional Activity

Any work (other than an assignment) so described by the agency

END

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