



TERMS AND CONDITIONS

All clients should read and understand the following before confirming a booking. Alphabet Kidz Modelling/Talent Agency (acting as 'Employment Agency') in common with other leading agencies works under strict professional guidelines:-

Booking Fee & Agency Fee

In general booking fees cover the right to use one image for one year from the date of booking, in the UK, only for the initial permitted use. Overseas coverage must be specified and authorised in writing at the time of booking.

- Daily/Hourly Rate – Booking fees are charged by the day or by the hour.
- Minimum Booking: 2 hours.
- The Model/Performers time will be charged at the hourly rate unless a full day booking has been pre-arranged in writing
- Extra half hours shall be paid at half the hourly rate.
- The Agency's fees for Photographic Modelling and TV work abroad are the applicable Model Rates plus a supplement of twenty per cent. Both agency fees and model fees will be invoiced by the agent. Unless otherwise agreed at the time of the booking the model disbursement is included at 62.5% and the agent's fee at 37.5% of the invoice total. VAT and any agreed expenses will be added where appropriate
- Equity contracts for television are negotiated by the agent for the artist's fee and the agency commission of 25% will be deducted from the final invoice.
- Alphabet Kidz do not offer refunds on bookings.

Overtime

- Overtime rates apply before 0900 hours or after 1700 hour, or on all bookings over eight hours.
- The overtime rate is one and a half times the normal hourly rate between 1700 hours and 2400 hours.
- A special rate is negotiated for night work between 24.00 hours and 0900 hours.
- Saturdays are charged at one and a half times the normal rate.
- Sundays & Bank Holidays are charged at double the normal rate.

Travel – Travel will be charged at half the hourly rate outside a 5-mile radius of central London (Streatham Hill & Tooting in the South, Chiswick in the West, Golders Green & Highgate Village in the North, and Mile End in the East).

Fittings - fees for fittings are charged at half the hourly rate with a minimum of £25 per hour.

Location Bookings/Travel

Travel expenses for location bookings are to be paid in full by the client. Return and any accommodation arrangements are to be stated clearly by the client at the time of booking and travel arrangements to be given to the Agent prior to the model/performer attending the job. If a model/performer on location is prevented from returning to London to work, half the daily fee is to be paid.

Indemnity Insurance

The client is responsible for the model/performers health and safety when the model is travelling or providing services in connection with a booking to the same extent as if the model/performer were an employee of the client. The Agent is not responsible if the model/performer fails to attend the booking due to ill health, accident or some other reason. The client is advised to insure against any loss.

Meals

The Client is responsible for the model/performers meals on all bookings.

Additional Usage Fees - To be negotiated at the time of booking:-

Usage fees are to be negotiated with the agency and must be stated at the time of the booking. Usage fees are in addition to the model or the performer's hourly rate. Billboards, national ads, consumer product packaging, posters, hand tags, internet, point of sale, direct mail, show cards or use of models/performers names all constitute a 'premium' subject to the usage fee negotiation. Additional fees are payable for the right to use photographs (or reproductions, or adaptations, or drawings (including electronic imaging) therefrom, either complete or in part, alone or in conjunction with any wording or drawings) for all known or anticipated purposes other than the initial Permitted Use. In general the additional fees cover the right to use one image for one year from the date of the booking, in the UK only, for the purpose or purposes agreed.

Any usage outside the United Kingdom or change from the original usage is to be negotiated with the Agency.

Performance Licence

The Children and Young Persons Act now requires that the client apply for a licence for each child booked for performance work of any nature. Alphabet Kidz make every attempt to keep on file all the relevant documentation required for all the children currently represented by us and will be happy to help you obtain these licenses in any way we can. If you would like us to complete the relevant Licence Application Form and apply for you we reserve the right to charge a £25.00 per child administration fee.

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TERMS AND CONDITIONS Cont.../

Exclusion fees

A special fee will be negotiated when the work is in conjunction with a product that precludes the model/performer working for competing products. If a model/performer advertises a product he/she is able to work for any competitor unless an exclusive fee is negotiated.

Videos

For all videos the normal daily rates will apply plus a buy out fee to be negotiated.

Fashion Shows

Payment of the agreed fee allows the client to make use of the model/performers services on the catwalk for the specified show and the right to use photographs and video of the show for reporting purposes only. Any other usage to be negotiated at the time of booking.

Lingerie

Transparent loungewear, sleepwear, slips, bras, panties, etc. will be double the hourly rate. All other lingerie will be billed at time and a half. Please specify at the time of booking.

Provisional Bookings

Provisional bookings will be cancelled automatically 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.

Cancellations

- If a booking is cancelled within one working day of the starting time the full fee will be charged, unless the same model is re-booked by the same client within a 24 hour period, in which case 50% of the fee is charged.
- If a booking is cancelled outside the one day period but within two working days of the starting time, 50% of the fee will be charged.
- For trips and long bookings, if the booking is cancelled within a period equal to the length of the booking then the full fee is charged.
- Calculation of the above period of notice must be based on normal working days and does not include weekend or bank holidays.

Weather Permitting Bookings

If a booking is 'Weather Permitting' this must be made clear at the time of booking. At the first cancellation 50% of the fee is charged, unless the client fails to cancel in time to prevent the model's/performer's attendance, where the full fee is payable. At the second cancellation the full fee is charged.

Test and Experimental Photography

A photographer is not entitled to use test/experimental photographs for commercial purposes unless specific arrangements have been made before the photographic session.

Copyright

The photographer is not entitled to use any of the images he/she takes for any usage beyond that agreed. The photographer to this extent agrees to restrict use of his/her copyright and, if the model/performer agency client is not a photographer, the client is to draw these Terms and Conditions to the attention of the photographer and obtain his agreement to them before the shoot commences.

Client Responsibility

It is the client's responsibility to:-

- a) disclose any extraordinary conditions or requirements
- b) provide adequate dressing facilities on all bookings
- c) give the address and phone no. of all booking locations
- d) arrange and co-ordinate all travel arrangements
- e) apply for a licence for the model/performer to perform

Invoicing and Payment

Payment is required within 28 days of the date of invoice. In all cases the person booking the model/performer will be invoiced and solely responsible for the payment. We reserve the right to invoice the 'ultimate client' (i.e. designer/manufacturer/record company, owner of the product in question). All fees are for the agreed right to use pictures and once agreed are payable whether or not the use is appropriated. Late Payment will incur a 15% finance charge.

Aims

Alphabet Kidz aim is to provide a friendly, reliable and efficient service to all its clients. We look after all the children on our books and ensure that everyone is fairly and equally represented. At the same time, never undermining our children and their welfare, which is the utmost importance at all times. We aim to meet the needs and requirements of all our clients at all times.

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