

models * actors * singers * dancers * musicians * entertainers * singers * models * actors * singers * dancers * musicians * entertainers * singers * models * actors *

These Terms and Conditions MUST BE SIGNED AND RETURNED. Keep a copy for your records.

All Talent must read the below Terms and Conditions and sign to confirm their understanding and agreement. A copy of the signed Terms and Conditions must be returned to us together with acceptance of your Offer of Representation (which forms part of these Terms and Conditions). The below Terms and Conditions are to be interpreted in accordance with the provisions set out in The Conduct of Employment Agencies and Employment Businesses Regulations 2003 (as amended).

Definitions

"Assignment/s" mean any services requested by a Client in connection with any form of advertising, entertainment, leisure, marketing, theatrical or public relations activities that it is proposed that the Talent undertakes
 "Client" means any third party individual, partnership, company or other organisation or entity which contracts with the Company with a view to procuring the services of the Talent in respect of an Assignment/Booking
 "Company" means Talent Management Limited trading as Models Direct, registered number 05000150
 "Fees" means the sums due to the Talent from a Client in respect of an Assignment pursuant to clause 6.1
 "Cooling Off Period" means the 30 day period from the commencement of the Term pursuant to and subject to regulation 5(3) of the Regulations, excludes Star Pats
 "Offer of Representation" means an offer made to a Talent by the Company to represent the Talent for the Term subject at all times to the Terms and Conditions below with a view to securing Assignments/Bookings with Clients
 "Online Publication" means the publication whether in paper or electronic form other than a programme service within the meaning of the Broadcasting Act 1990 which is for the purpose of providing Clients with information about Talent and/or purpose of finding the Talent Assignments
 "Profile" means the Talent's profile (consisting of photograph(s) and/or image(s) and any relevant information including audio/video clips, ePortfolio and CV submitted by the Talent to the Company) which will be posted on the Online Publication
 "Regulations" means The Conduct of Employment Agencies and Employment Businesses Regulations 2003 as amended by The Conduct of Employment Agencies and Employment Businesses (Amendment) Regulations 2010.
 "Representation" means the representation provided by the Company to the Talent upon acceptance of the Offer of Representation and these Terms and Conditions
 "Talent" means you once you have accepted the Company's Offer of Representation
 "Term" means the duration of Representation as agreed between the Talent and the Company

2. Appointment
 2.1 The Company shall operate at all times as an employment agency in accordance with the Employment Agencies Act 1973 and in compliance with the Regulations
 2.2 The Company will, subject to the Talent's acceptance of its Offer of Representation and these Terms and Conditions, act as the Talent's agent with the authority to negotiate and enter into contracts in respect of Assignments on the Talent's behalf
 2.3 The Talent does not appoint the Company as his/her sole and exclusive agent and is free to contract, negotiate or register with any other agents
 2.4 The Talent does grant the Company sole authority on behalf of the Talent to collect and receive all gross income arising out of any Assignment (including Fees) undertaken by the Talent during the Term and also after the expiry of the Term to the extent that such gross income arises out of any Assignments negotiated by the Company during the Term

3. The Talent's Obligations
 3.1 The Talent shall not without the consent in writing of a duly authorised representative of the Company expose, reveal or make public any information in connection with the business of the Company or these Terms and Conditions, all of which information is to be regarded by the Talent as of a strictly confidential nature
 3.2 The Talent warrants to the Company that he/she is entitled to accept the Company's Offer of Representation and that there is no existing written or oral agreement with any third party which conflicts with or is contrary to or in some way inhibits the rights granted to the Company
 3.3 The Talent shall whenever carrying out an Assignment do so to the best of his/her skill and ability and shall act at all times in a professional and courteous manner and in the best interests of the Company (which includes attending Assignments punctually)
 3.4 The Talent shall comply with all rules and regulations relating to health and safety, fire prevention or general administration which may be in place at the premises of a Client or at a location where an Assignment is being performed
 3.5 The Talent shall keep the Company informed of any changes in his/her appearance to include (but not limited to) notification of any change of hair style/colour, weight loss/gain or addition of tattoo or any other visible feature (such as a piercing), performance, abilities or any other change that materially affects their representation. The Talent confirms they will complete their online ePortfolio and update their photographs.
 3.6 The Talent undertakes to indemnify and keep fully indemnified the Company at all times from and against any actions, proceedings, claims, demands, costs (to include without prejudicing the generality of this clause, the legal costs of the Company), awards or damages howsoever arising directly or indirectly as a result of any breach or non-performance by the Talent of any of the Talent's obligations, undertakings or warranties as set out within these Terms and Conditions
 3.7 The Talent shall submit a written brief account of their assignment experience on each and every occasion. It need only be a paragraph or two but for the benefit of our clients and models your experience will be of interest.

4. The Company's Obligation
 4.1 Subject always to the performance and strict observance by the Talent of all of the Talent's obligations hereunder the Company shall use all of its reasonable endeavours to secure Assignments suitable for the Talent. For the avoidance of doubt, the primary and often sole method by which the Company shall seek to secure Assignments for its Talent is by use of the Online Publication
 4.2 Prior to the Talent's acceptance of the Offer of Representation made to him/her, and prior to payment of the administration fee more particularly described in 8.2 below, the Talent is invited and encouraged to inspect the current edition of the Online Publication. The Online Publication can be accessed in limited form (for security reasons) at www.modelsdirect.com or access to the full Online Publication is available to the Talent by attending the Company's premises
 4.3 The Company shall provide the Representation to the Talent throughout the Term in such manner as it in its sole discretion believes is necessary in order to comply with its obligation as set out in 4.1 above

5. Notifications to the Talent
 5.1 The Company hereby confirms that (subject to clause 7 below) it is permitted to charge the Talent an administration fee which is the reasonable estimate of the costs incurred in the production and circulation of the Online Publication and inclusion of the Talent therein pursuant to and subject to regulation 26 of the Regulations
 5.2 For the avoidance of doubt, the Company will not charge the Talent for the Representation
 5.3 The Company shall not charge the Talent the administration fee in accordance with 5.1 during the Cooling Off Period
 5.4 The Company confirms that the only type of work it will find or seek to find the Talent will be an Assignment
 5.5 The Company confirms, further to 4.1, that the work-finding services it shall provide will primarily consist of the use of the Online Publication but may also from time to time include other associated services (such as direct marketing to Clients or former Clients)
 5.6 The Company will make available to the Talent a draft copy of his/her Profile for his/her approval which will appear on the Online Publication prior to the payment of the administration fee in accordance with 5.1 above
 5.7 The Company will also make a copy of the Online Publication available at any time upon receiving the Talent's written request. The Talent may object to featuring in the Online Publication by notifying the Company of the objection
 The Company's authority to act on the Talent's behalf extends only to the Company's attempts to procure Assignments for the Talent and to represent the Talent in order to achieve the same, but the Company has no authority to enter into Assignments with Clients on the Talent's behalf without the Talent first having confirmed to the Company his/her agreement to so enter (in which case the Talent has granted the Company authority to enter into a contract with the Client on his/her behalf), and the Company has no authority to enter into any other contracts with Clients or third parties on the Talent's behalf

6. Payment in respect of Assignments

6.1 Further to 2.4 above, the Company will collect from the Client all gross income in respect of an Assignment. The gross income received will be divided between the Company and the Talent (unless agreed otherwise between the parties) the Company will retain one third of the gross income received and the Talent will receive two thirds, with the Talent's proportion hereinafter being referred to as the Fees. The Company will then, pursuant to regulation 25 of the Regulations, send to the Talent payment of the Fees by no later than the end of the second business day following the day on which the gross income was received by the Company (or if received by way of cheque made payable to the Company the day on which such cheque clears) or, if not, it shall place such sums in a designated client account and will send the Talent payment of the Fees within ten days beginning with the day the gross income was received by the Company (or if received by way of cheque made payable to the Company the day on which such cheque clears)
 6.2 Any Fees held by the Company are held as trustee for the Talent and the Company shall honour all of the Talent's rights in respect of those Fees as set out in the Regulations.
 6.3 Where an Assignment is cancelled by the Client prior to its commencement the Talent will be entitled to receive the full Fees if cancelled within one working day of the intended start time (unless the Talent is rebooked for an Assignment of reasonable equivalence within 24 hours in which case you will receive half the Fees), half of the Fees if cancelled within two working days of the intended start time but no Fees if cancelled earlier than that. In the event that an Assignment was due to last for more than three days you will receive the full Fees if this Assignment is cancelled within a period equal in length (including working days only) to that of the intended Assignment

7. Modelling Acknowledgment

7.1 The Talent acknowledges that he/she understands that he/she is not being charged for the inclusion of his/her fashion and photographic modelling Profile (if any) within the Online Publication or for any work finding services in relation to modelling assignments (if any desired by the Talent)
 7.2 The Talent is aware that if his/her Profile solely relates to fashion and photographic modelling, then he/she will not be charged the administration fee or any other fee to the Company and the Company shall bear all of the costs of the inclusion of the Talent's modelling Profile in the Online Publication and of the Representation generally

8. Talent's Acknowledgment

8.1 The Talent is aware that he/she will only be charged an administration fee in respect of the inclusion of those parts of his/her Profile (if any) which relate to his/her acting/dancing/entertaining/singing/musical and other talent and which are to be included in the Online Publication
 8.2 The Talent hereby acknowledges that he/she understands that he/she is not making (or being asked for) any payment to the Company in respect of the work-finding services it may provide (subject to 8.3) or in respect of the Representation given to the Talent by the Company throughout the Term as set out in its Offer of Representation or at all
 8.3 The Talent hereby acknowledges that the only payment he/she is required to make to the Company throughout the Term, and subject at all times to 8.1 above, is an administration fee which is payable after the Cooling Off Period. The Talent acknowledges and accepts that the Company earmarks the funds by taking the Talent's credit card details on the commencement of the Term but and the funds are only taken by the Company after the Cooling Off Period has lapsed
 8.4 The Talent acknowledges that the administration fee is a payment which is equivalent to a reasonable estimate of the cost to the Company of establishing, maintaining and operating the Online Publication (and for arranging inclusion of the Talent's Profile thereon) and that such fee is charged pursuant to regulation 26 of the Regulations. The Talent also acknowledges that the significant proportion of the costs to the Company in administering the Online Publication are incurred during year one of the Term, but that ongoing costs are incurred in subsequent years
 8.5 The Talent acknowledges his/her right (in line with 9 below) to cancel or withdraw the contract with the Company during the Cooling Off Period and notes that he/she will not be charged the administration fee if he/she exercises this right.
 8.6 The Talent hereby acknowledges that nothing in these Terms and Conditions, nor any conduct of the parties, shall create or be deemed to create or imply the relationship of employer and employee between the Company and the Talent
 8.7 The Talent hereby acknowledges that, subject to 4.1 above, the Company is not in a position to guarantee that any Assignments will be secured, nor does the Talent expect the Company to so guarantee and the Talent hereby confirms that no representations have been made to him/her by the Company which have given such a guarantee
 8.8 The Talent confirms that he/she consents for his/her photograph(s) and/or image(s) taken on any Assignment/s, paid or otherwise, may be used by the Client and/or the Company for the commercial reasons they were taken and over whatever time period and market area agreed between the Talent, Company and Client at the time of the booking. Further, the Talent also confirms consent for any relevant information including photos / audio / video clips, ePortfolio and CV submitted by the Talent to the Company to be posted on the Online Publication.
9. Termination
 9.1 Without prejudice to any other remedy or right available to it the Company shall be entitled to terminate its Representation of the Talent at any point during the Term with immediate effect, and to remove the Talent from the Online Publication, in the event that the Talent is in breach of any of his/her obligations within these Terms and Conditions
 9.2 The Talent shall be entitled to immediately terminate the Representation of him/her at any point during the Cooling Off Period by giving the Company notice in writing. The Talent will not be charged the administration fee should he/she terminate the Representation during the Cooling Off Period.
 9.3 After the Cooling Off Period, the Talent may terminate the Representation with immediate effect by giving the Company written notice (and the Company shall withdraw the Talent's Profile from the Online Publication as soon as is practicable). The Company is not legally obliged to give a refund in respect of the administration fee (if paid) should the Talent cancel after the Cooling Off Period (subject to 9.4 below); however the Company will give a refund when validly requested by Talent in line with the Company's refund policy (a copy of which is available from the Company upon request).
 9.4 The Talent shall be entitled to a full refund of the administration fee if his/her Profile is not produced in the Online Publication within the 60 day period from the commencement of the Term

10. General

10.1 No variation to these Terms and Conditions shall be binding unless agreed in writing between an authorised representative of the Company and the Talent
 10.2 Any representations made by the Company or any of its employees, sub-contractors or agents (or Talent) concerning the business of the Company, its Clients or any Assignment shall not be incorporated into these Terms and Conditions unless evidenced by the Company in writing
 10.3 The Talent hereby confirms that he/she is not relying upon any representation and even if so hereby waives any claim for breach of such representation unless evidenced in writing as referred to in 10.2 above
 10.4 If any clause or provision of these Terms and Conditions shall be held to be invalid or unenforceable by a court of competent jurisdiction then the remainder of these Terms and Conditions will not be affected and shall remain in force
 10.5 Any notice or other communication made by the Talent to the Company shall be in writing and delivered by hand, post or facsimile to the Company's registered office
 10.6 Nothing in these Terms and Conditions shall be construed as constituting a partnership or joint venture between the parties
 10.7 No waiver by either party of any breach of these Terms and Conditions shall be considered as a waiver of any other breach of the same or any other provision
 10.8 These Terms and Conditions shall be governed by the laws of England and subject to the exclusive jurisdiction of the English courts

If your application is successful, there is no fee for fashion and photographic representation. To appear in commercials, advertising, films, TV, walk-on parts, singer, entertainer, actor, or as a non speaking film extra, a small, initial admin fee may apply... More information about us as an Employment Agency <http://www.legislation.gov.uk/uksi/2003/3319/regulation/16/made>

I have read and understood the Terms and Conditions set out above and agree to be bound by them.

Signed by: Date:
 (Talent / parent or guardian for talent under 18)

Print Name: Talent name:
 (parent or guardian for talent under 18)