

General Terms and Conditions

§1 General remarks

The following provisions shall govern with binding force the legal relationship between the Models, the Modelling Agencies and the respective Clients, unless otherwise expressly agreed for a specific case. Members of VELMA, the Models represented by it and the Clients of these Models shall be protected against any expectations and demands that are not customary in the trade.

§2 Booking basis

(1) The Agency shall make declarations to the Client in the name and on behalf of the Model. A Client is deemed to be anyone who makes a booking with the Agency, unless otherwise expressly agreed in writing at the time of the booking.

(2) The Client shall be liable to the Agency for the agency commission.

Unless otherwise agreed this amounts to 20% of the agreed modelling fee or 20% of the cancellation fee to be paid, plus VAT. The Agency shall not be responsible for any liability arising under the legal relationship entered into. The Client shall not be authorised to offset any amounts owing to the Model against any claims for fees made by the Agency or to assert any rights of retention.

(3) The Client shall be also liable for any agency commissions arising on subsequent bookings provided the Model is still represented by the agency. The Client shall undertake not to make direct bookings that do not involve the Agency.

§3 Booking modalities

(1) Options

Options are reservations that are binding. An option shall expire in the event that a confirmed booking is not made at the latest three days (up to 6 pm) prior to the start of work or within one working day following an assignment request from the agency. Saturdays and Sundays are not regarded as working days. German calendar time shall apply.

Options are listed by booking date. If more than one option is involved, the Client shall be informed with regard to the priority of the option.

In the event that an option shall expire subsequent options shall move up in priority.

(2) Confirmed bookings

Confirmed bookings are binding for both sides. At the request of the Client they are to be immediately confirmed in writing by the Agency giving all essential details. (Weather bookings) Weather-related bookings are only possible at the Model's place of residence and must be expressly denoted as such. Unless otherwise agreed these shall be regarded as fair-weather bookings. In the event that the weather conditions are not as desired or the weather situation is unpredictable the Client has the right to cancel the booking with the Agency up to one hour before the start of work. In this case the cancellation fee shall amount to 50% of the agreed model's fee.

§4 Cancellation

(1) A confirmed booking may be cancelled for due cause. Cause for cancellation may include circumstances that make the confirmed booking economically unacceptable. The Agency is to be informed without delay of any such cancellation.

(2) The cancellation must be made as many days prior to the start of work as the number of working and travel days that have been booked, however at a minimum of three days beforehand.

(3) In the event that a cancellation is made before 12 noon this day shall count in the calculation. Saturdays and Sundays shall not be regarded as working days, German calendar time shall apply.

(4) Bookings by the day or hour must be cancelled 24 hours prior to the start of work.

(5) If the cancellation is made by the Model, the Agency shall make every effort possible to find an adequate substitute, even if this entails using another agency.

§5 Working hours

(1) The working hours relating to a booking by the day are 8 hours and 4 hours for a half-day booking. Unless otherwise agreed the working hours for a booking by the day shall begin at 9.00 a.m. and end at 6.00 p.m. with a one hour break for lunch.

(2) The working hours shall begin as soon as the Model arrives at the agreed client location at the agreed time. Any preparation time needed for such things as make-up and hair styling shall be counted as working hours.

(3) Overtime shall be paid at the rate of 15% of the agreed daily fee per hour. Any overtime worked of up to 30 minutes shall be regarded as a goodwill gesture and shall not be charged.

(4) The time spent travelling by the Model and the Client (together) to and from the hotel and the place of work (location) shall be included in the calculation of the working hours. Travel time (together) of up to an hour per day shall not be charged as a goodwill gesture.

§6 Model's fee

The Model's fee shall include the daily fee and payments for any rights of use plus any applicable VAT.

(1) Fashion rate

This shall include all photographs of clothing and fashion-related accessories (night clothes, jewellery, stockings, shoes, hairdos, eyeglasses etc.), which are designed for fashion purposes, provided that this does not involve advertising.

(2) Special fee

The modelling of underclothes and corsets, modelling in the nude, for consumer goods advertisements and advertising films shall require a separate agreement.

(3) Half-day bookings and bookings by the hour For Models who reside at the place of work the fee payable for half-day bookings shall amount to 60% of the daily fee. A separate agreement shall always be required for half-day bookings for Models who have to travel to the place of work and for bookings by the hour.

§7 Travel expenses

(1) Recompense for daily travel time

Travel expenses incurred in travelling to and from the location shall only be paid in the event that the travel time falls, in whole or in part, within the normal working hours of the Model. The amount paid shall be the daily fee for up to 2 days of work, ½ of the daily fee for up to 4 days of work, no travel expenses are paid for 5 or more days of work unless the travelling time to and from the location is more than 1 working day.

(2) Travel expenses

Models residing at or who do not need to travel to the location shall not be reimbursed by the client for any overnight accommodation or subsistence costs. Except in the case of half-day bookings and bookings by the hour taxi expenses shall only be reimbursed from the city limit.

In respect of trips made together the Client shall bear all travel, overnight and subsistence costs incurred by the Model from the airport or train station from which he/she departs. The lump sum subsistence rate payable is based on the standard daily rates allowed for tax purposes and is only paid on submission of receipts. In the event that the Model should work for several clients at one location the expenses incurred are to be allocated in accordance with the days worked for each client.

§8 Payment terms and conditions

The Model's fee, including any cancellation fee, recompense for travel time and reimbursement of travel expenses, shall be paid in local currency or in Euros converted at the buy rate, other payments are to be made in Euros.

§9 Complaints, Liability

(1) In the event of any complaints the Client must inform the Agency immediately stating the reasons for the complaint. Polaroid photographs must be taken as evidence for the complaint. The Model must then be expressly released from his/her obligation to carry out the work. In the case of a justifiable complaint that can be proven by the Client such Client shall not be obliged to pay for this model, including travel expenses. In the event that photographs are nevertheless taken using the Model, it shall thereby be deemed that the Client has waived all rights of complaint.

(2) In the event that the Model shall be to blame for arriving late (due to oversleeping, missed flight, etc.) the Model shall accordingly be obliged to work longer. If this should prove to be not possible, either entirely or in part, due to specific circumstances the Model shall lose his/her claim to a proportion of the daily fee based on the overtime rate.

(3) The Client must appropriately insure the Model for particularly hazardous shoots. In the event that the Agency was not expressly informed of the risk involved at the time of the booking, the Model shall be entitled to refuse to carry out the assignment and shall receive a cancellation fee in the amount of 70% of the total agreed fee.

(4) Any additional claims shall be subject to general statutory provisions. The liability of the Model as well as the Agency shall be limited, on any legal grounds whatsoever, to double the amount of the total fee, except in the event of wrongful intent and gross negligence.

(5) The Model shall not be responsible for hair styling and make-up.

§10 Rights of use

(1) Unless otherwise expressly agreed in writing the Client shall be granted on payment of the Model's fee the exclusive rights of use of the photographs within the Federal Republic of Germany for a period of one year for the agreed use, the agreed product and the agreed form of use.

The limit of one year shall commence from the date of the first actual use but no later than 2 months after the photographs were taken.

(2) Any additional use (in particular for posters, billboards, packaging, displays, videos as well as the use of the model's name) shall require the express written consent of the Agency. In principle the digital storage of the photographs shall be prohibited and may only be undertaken with express written consent of the Agency stating the exact purpose for which they are to be used.

(3) Rights of use shall only be granted if the agreed consideration has been paid. Any use before the agreed consideration has been paid in full shall be prohibited.

§11 Final provisions

(1) German law shall apply to all parties to these booking terms and conditions, the Agency, the Model and the Client. Place of performance for all obligations arising from the booking in connection with rights of use is the place of business of the Agency.

(2) The Client shall undertake to only make amendments or additions to the bookings and to only deviate from these booking terms and conditions with the prior verbal agreement of the Agency and shall refrain from enjoining the Model to make amendments or additions to the bookings during the working days.

(3) The validity of the booking terms and conditions shall not be affected should any individual provision become ineffective. In the place of the ineffective provision, such provision shall be deemed to have been agreed that best approximates the original intent and purpose. The same shall apply to the closing of any loopholes in the contract.

(4) Court of jurisdiction for fully qualified traders, legal entities incorporated under public law and clients without a place of general jurisdiction in Germany shall be the place of business of the Agency.