**RJ Management**

**Registered Company Address of Woodholme, Lower Way, Rugeley, Staffs. WS151QG**

**Client Booking terms & conditions**

All clients are requested to please read the following terms & conditions carefully before booking a model.

As required by department of employment regulations RJ Management, registered address of Woodholme, Lower Way, Rugeley, Staffs. WS151QG. A booking confirmation form which contains the following terms of the booking must be signed and returned by the client, to RJ Management before the shoot date. Failure to do so may result in the booking of the artist being cancelled. These booking terms are supplied to the client, upon penciling or booking a Model with our agency. Please note that proceeding to work with RJ Management is in understanding of these terms & conditions.

**1. Booking Fees**

Permitted use in general, booking fees cover the right to use one image for one year from the date of the booking, in the UK only, for the initial Permitted use.

**2. Daily/Hourly Rate**

Booking fees are charged by the day or by the hour. Extra half hours or parts of half hours shall be paid at half the hourly rate. Equity contracts excluded, the day booking is for a 7 hour period including a 1 hour lunch break. Unless otherwise agreed, the minimum booking is for 2 hours.

### 3. Overtime

Overtime rates apply before 9am, after 6pm and on all bookings over seven hours.
(a) The overtime rate is a one-and-a half times the daily rate between 6pm and 12am.
(b) A special rate is negotiated for night work between 12am and 9am.

### 4. Travel

Travel cost should be fully reimbursed upon valid receipt and will be included in our final invoice. If the parent or chaperone is driving, petroleum should be reimbursed at a standard rate of 50p per mile. This will be calculated from the child’s home postcode, to the location of the shoots post code. The distance will be sourced using AA route finder.

### 5. Fittings

Fees for fitting are charged at half the hourly rate, with a minimum of £50 per hour.

### 6. Other Fees

Please ensure you read our rates page on our website [www.rjmanagement.co.uk](http://www.rjmanagement.co.uk) to ensure you fully understand RJ Management booking fees before booking models, noting fees for additional services. For example: recalls & wardrobe fittings, where you may be unsure of the fee payable. Any additional fees will be agreed at the time of the booking. Our booking rates are applicable to all bookings, unless otherwise agreed between client and RJ Management, at the time of booking. We reserve the right to negotiate fees at different rates to accommodate the clients requests/booking terms/budget.

### 7. (a) Usage

Additional fees are payable for the right to use the photographs (or reproductions, or adaptations of, or drawings there from, either complete or in part, alone or in conjunction with any wording or drawings: including electronic reproduction) for all known or anticipated purposes other than the initial Permitted Use. (E.g. packs, posters, show cards, record covers, swing tickets etc.) In general, the additional fees cover the right to use one image for one year from the date of the booking, in UK only. For the purpose or purposes agreed.

In an event where a client publishes, releases, prints or airs on image, footage or material without written consent of the model or their agency, (i.e. RJ Management) the client understands & accepts that they will remain solely responsible for any subsequent legal claims and costs incurred.

RJ Management is not responsible for breach of intellectual property rights issues arising because of any misuse of material in any form.

### 7. (b) Territory

Additional fees are also payable for the right to use the photographs (or reproductions, or adaptations of, or drawings there from, either complete or in part, alone or in conjunction with any wording or drawings: including electronic reproduction) for all known or anticipated territories other than the UK.

In general, the additional fees cover the right to use one image for one year from the date of the booking, in the territory or territories agreed.

### 8. (a) Usage 2

It is the client’s responsibility to notify the agent and negotiate additional fees (including extensions of existing agreements) for any usage, which may be required or anticipated subsequent to the time of booking as per 7 (a) Above.

### 8. (b) Territory 2

It is the client’s responsibility to notify The Agency and negotiate additional fees (including extensions of existing agreements) for any territory, which may be required or anticipated subsequent to the time of booking as per 7. (b) Above.

### 9. Agency Fees

All bookings except Equity Contract TV commercials, RJ Management charges a booking fee of 20% on all casting fees, wardrobe/fitting fee/recall fees, chaperone fees, shoot and usage fees. Both agency booking fees and model fees will be invoiced by RJ Management, unless otherwise agreed at the time of booking. Any agreed expenses will be added where appropriate.

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###  10. Payment terms

On all invoices payment is required within 30 days of the date of invoice. In all cases the person booking the model will be invoiced and solely responsible for payment, unless otherwise agreed at the time of the booking. RJ Management reserves the right to invoice the ‘ultimate client’ (i.e. designer/manufacturer/owner of the product in question).

All fees are for the right to use pictures and once agreed, are payable whether or not the use is appropriated. We reserve the right to add the interest at the rate of 1% per month to overdue accounts without prejudice to our rights to recovery.

### 11. Exclusion Fees

A special fee will be negotiated when the work is in conjunction with a product, which precludes work for competing products. It is the CLIENTS responsibility to check whether conflicting work has been done. If a model advertises a product he/she is able to work for any competitor unless an exclusion fee is negotiated.

### 12. Provisional Bookings

Provisional bookings will be automatically cancelled if they are not confirmed to RJ Management, within 24 hours of the proposed booking, or if a definite booking is offered and the provisional cannot be confirmed.

### 13. Cancellations

If a booking is cancelled within 24 hours of the starting time, the full fee will be charged unless the same model is re-booked within 24 hours, in which case half the fee is charged plus any agreed expenses.

If a booking is cancelled outside the 24 hour period but within 48 hours of the starting time then half the fee is charged.

If any confirmed booking with RJ Management is cancelled out of the above time scale the cancellation fee will be a minimum of a 2 hour fee + the agency fee of 20%. If a license application has been submitted the fee of £30.00 will also be charged. Please see our rates page to find our hourly fees price. Different fees apply to the models age.

Bookings of more than three days duration: if the booking is cancelled within a period equal to the length of the booking, then the full fee is charged. Saturdays, Sundays and Bank Holidays are excluded from these calculations

However, if a booking is cancelled due to illness or some other reason beyond the models or agencies control (and upon the production of the appropriate evidence) the model shall not be liable for cancellation charges.

This is a reciprocal arrangement between models and client.

IF A LICENSE HAS BEEN APPLIED FOR THROUGH RJ MANAGEMENT, A CANCELLATION FEE OF £30.00 TO COVER OUR LICENCE FEES WILL APPLY TO ALL CANCELLATION PERIODS.

### 14. Weather Permitting Bookings

At the first cancellation, a half-fee is charged unless the client fails to cancel in time to prevent the model’s attendance, when the full fee is payable.

At the second cancellation the full fee is charged.

In any event where a weather permitting booking is delayed through unforeseen circumstances with weather, the client can request for the model to be on standby for a maximum of three hours. During this time the model will remain contactable by telephone, available to attend the shoot immediately on request from client.

If any Model booked onto a weather permitting booking is stranded by location due to weather conditions or warnings, it will be solely the client’s full responsibility to ensure hotel and travel is provided to the model if there is any struggle to get home within a reasonable time.

### 15. Meals

Clients are responsible for a model’s meals on all bookings, unless client request parent or chaperone to provide the meal for the shoot, i.e. a packed lunch and confirms this agreement with RJ Management before the shoot.

### 16. Fashion Shows

Payment of the agreed fees confers the right to make use of the model’s services on the catwalk for the specified show and the right to use photographs and video of the show reporting purposes only. Any other usage must be negotiated at the time of the booking.

### 17. Videos

All fees will be invoiced to the record company or ultimate client. For all videos the normal daily rates will apply PLUS a buy-out to be negotiated.

### 18. Test & Experimental Photography

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

### 19. Copyright

The photographer is not entitled to use any of the images he takes for any usage beyond that agreed under sections relating to usage above. The photographer to this extent agrees to restrict use of his copyright and if the model agency client is not a photographer, the client is to draw these Term & Conditions to the attention of the photographer and obtain his agreement to them before the shoot commences.

### 20. Insurance

The client is responsible for the model’s health and safety when the model is travelling, or providing services, in connection with the booking to the same extent as if the model were an employee of the client. The client will maintain adequate insurance cover to underwrite its obligations to the model.

RJ Management is not responsible if the model fails to attend the booking. The client is advised to insure against any losses, which might result if the model does not keep a booking because of ill health, or some other reason.

### 21. Jurisdiction

These terms and conditions for booking and all other matters connected with the booking are governed by English law and any dispute will be settled in accordance with that law by a court in England.

### 22. Complaints

Any cause for complaint should be reported to the Agency when it arises. Complaints cannot be considered in retrospect.

### 23. Children’s Performance Regulations 1968

(a) Children under 16 years of age require a license for paid performances. It is the client’s responsibility to license the children. Please note to put a license in place takes a minimum of 1-10 working days, depending on which council is involved.

(b) RJ Management acting on behalf of the applicant

If you wish for RJ Management to apply for a child performance license on your behalf, a fee of £30.00 per child will be charged, whether or not the child is confirmed for the booking.

**24: CLIENTS NOTICE**

As the supplier of services, these Terms and Conditions take precedence over any Terms and Conditions, which may be received from the client even if those Terms and Conditions have a clause similar to this.

All fees are to be negotiated only with **RJ Management**.

It is not permitted to use the photographs or footage for any use whatsoever until all fees are paid in full. Usage is to be paid to RJ Management for additional use for all images, footage and data which is achieved whilst our artist was registered with RJ Management. Whatever the circumstances or time lapse involved (incl. the artist having left RJ Management or changing representation to another agency). In the event an artist leaves the agency and cannot be contacted any fees paid to the agency in such circumstances will remain in a client account for a period of 12 months, after which time will become the property of RJ Management.

Whilst every endeavor is made to provide a satisfactory and efficient service to our clients, RJ Management cannot be held responsible for a model’s conduct on an assignment. It is also the client’s responsibility to arrange adequate insurance in case of an indemnity being required against a model’s inability to attend through sickness or unforeseen circumstances.

It is not permitted for clients to have a direct contact with an artist or parent or chaperone without prior agreements made with RJ Management and in writing. Any arrangements and agreements made with or contractual obligations agreed to, the artist, with the client and without the written agreement or/and knowledge of RJ Management, will not stand and RJ Management accepts no culpability for such agreements.

We reserve the right to negotiate with the structure of these Terms and Conditions.