

# Terms & Conditions

The following terms and conditions shall govern the legal relations between the model and the client, unless other agreements have explicitly been made for specific cases. The company [henceforth referred to as the agency] is an agency in accordance with the Swiss Employment Placement Services Act [Arbeitsvermittlungsgesetz].

## General Terms

1. The agency makes statements to the client on behalf and on order of the model. The client is defined as the entity which makes a booking with the agency, unless other explicit arrangements have been made in writing at the time of the booking. The client is responsible for a proper execution of the booking as well as its payment.
2. The client shall pay a commission to the agency which is included in the fee stated in the booking confirmation. The agency also receives a commission from the model. If the model is working independently, then the model is responsible for any social security payments and taxes which may arise, be it in the home country, be it in Switzerland; if not, then these are to be borne by the client. The agency disclaims any liabilities arising from the brokered legal relationship. The client is not allowed to offset any claims against the model with the commission payment to the agency or claim any rights of retention.
3. The client shall pay a commission for follow-up bookings as long as the model is represented by the agency.

## Options

1. Options are tentative reservations which require confirmation by a certain date. An option lapses if no confirmed booking is made three working days (until 6pm) prior to the start of the work, or within one working day from the time a request to make a confirmed booking is made by the agency. Saturdays and Sundays are not considered to be working days. Western European calendar time shall apply. Options are noted in the order in which they are received.
2. Confirmed bookings are binding to both parties. They are to be confirmed in writing immediately upon request by the client, stating the essential booking details. The agency retains the right to seek a written booking confirmation from the client as well.
3. Bookings which rely on particular weather conditions can only be made at the place of residence of the model and must be explicitly designated as such. Unless otherwise agreed, these bookings are for fair weather conditions. If the weather conditions are not met, or the forecast is not favorable, then the client may cancel the booking with the agency no less than 24 hours prior to the agreed-upon start time. In this case the cancellation fee shall be 100% of the agreed total fee unless a replacement date is stated. Any expenses and travelling costs already paid, as well as any rebooking fees, are to be borne by the client in full.
4. Bookings which relate to pornographic depictions are not allowed. Any plans for partial nudity must be specified and agreed with the option request to the agency. The client undertakes to respect and protect the privacy of the model. The client is not allowed to store in any form, or to make available to third parties, personal information, addresses or phone numbers of the model.

## Cancellations

1. A confirmed booking can be cancelled for cogent reasons. Cogent reasons also include circumstances which make the execution of a confirmed booking no longer economically viable. The cancellation is to be advised to the agency immediately.
2. The cancellation must be made as many workdays before the start of work as the number of workdays and travel days that have been booked, however a minimum of 3 working days beforehand.
3. If the cancellation is made before 12 noon, then that day is included in the calculation. Saturdays and Sundays are not considered to be working days. Western European calendar and Zurich time shall apply.
4. Daily and hourly bookings are to be cancelled 24 hours prior to the start of the work. If the cancellation is made by the model, then the agency will endeavor to find a suitable replacement, if needed through other agencies. The agency cannot be held liable for costs arising from the cancellation.
5. If a cancellation by the client is made late or without a cogent reason, then the agreed modeling fee is to be paid.

## Working Hours

1. For a day booking, the working time is 8 hours, and 4 hours for half-day bookings. Unless otherwise agreed, the working hours for a day booking are from 9am to 6pm with a lunch break of 1 hour.
2. The working time starts with the model reaching the location agreed upon by the client at the arranged time. Preparations such as makeup and hair styling are part of the working time.
3. Work at night between 8pm and midnight is charged at 150%, and work between midnight and 6am as well as work on Sunday is charged at 200%. These surcharges are included in the booking confirmation.
4. Overtime shall be paid for every hour or part thereof in accordance with the agreed daily fee. Overtime of less than 30 minutes is not charged as a matter of goodwill.
5. Travel together with the client between the hotel and the location (both ways) is considered to be part of the working time. A total travel time of up to one hour per day is not charged as a matter of goodwill. Traveling time of more than one hour is charged at 50% of the agreed hourly fee.

## Model's Fees

The model's fees are negotiated with the agency for every booking and model, and include the daily fees for the work of the model and the agency commission as well as any value added tax.

## Travel and Other Expenses

1. The model's travel expenses to and from the location may be reimbursed if they are incurred in full or in part during the usual working hours of models. The reimbursement of travel expenses is to be agreed with the client in advance.

2. Other expenses: the costs for hotel, travel and meals are charged to the client, as agreed upon at the time of the booking. Taxi expenses are to be reimbursed from and to the airport of arrival. For travel of the model together with the client, the client bears all costs for hotel and meals during the journey from the airport / train station of the hotel. Reimbursement is made against presentation of receipts or a previously agreed flat rate. On all travel bookings made by the agency, including hotel, flights and international trains, the agency charges a minimum of 40 CHF per booking as a service fee, on top of the travel receipts.
3. It is the client's responsibility to arrange for meals for full day bookings.

## Payment Conditions

All fees, including model fees, cancellation fees, travel day compensation, travel expenses, accommodation and agency fees are to be paid within 30 days from receipt of the invoice. Any late payment incurs a reminder fee of minimum 100 CHF. In case of the agency being required to involve a third-party collection company, the fees of collection are added on top of the original invoice amount. The clients or their representatives remain liable to paying the fees even if they act on behalf and on order of a third party. All payments are to be made in the currency stated on the booking confirmation / invoice.

## Complaints, Liability

1. In case of a complaint, the client shall inform the agency without delay and explain the grounds for the complaint. Complaints must be made during the workday and not on the next day. Pictures shall be taken to document the reasons for the complaint. The model is then to be explicitly discharged from his/her work duty. The model is not responsible for hair styling, styling and make-up. If complaints can be proven by the client, then any payment obligation to the model lapses. If the model has traveled on request of the client, then the travel expenses have to be reimbursed. If pictures of the model were taken for publication, then this is considered as the client waiving its right to make a complaint.
2. If the model is late through his/her own fault (overslept, missed flight etc.) then the model is required to work additional time corresponding to the delay. Should that not be possible, or only partially be possible, due to special circumstances, then the model loses his/her corresponding share of the daily fee in accordance with the overtime fees schedule.
3. The client is to provide a suitable insurance coverage for the model for particularly risky photo shots. If the agency was not explicitly informed of the risky nature of the assignment, then the model may refuse to work and receive a cancellation fee of 70% of the agreed total fee.
4. Other claims are subject to the general legal rules and regulation. If materials produced cannot be used due to technical, aesthetic, political or religious etc. reasons, then the model and the agency cannot be held liable for these circumstances, and the agreed fees are to be paid regardless.
5. The liability of the model and his/her agent is limited to the total fee regardless of the legal basis thereof.

## Image Rights

1. Unless explicitly agreed otherwise, the model fee only grants usage rights of the shots for the designated client, application, product and form of use. Unless otherwise agreed, the usage starts with the first publication, but no later than 2 months after making the shots. There is no claim for exclusivity unless otherwise agreed in writing.
2. Explicit written approval from the agency is required for any further use (buyout extension), in particular for posters, billboards, packaging, displays, videos, internet, catalogues, brochures, PR materials, flyers and all graphical and digital media, as well as any use of the model's name, and exclusivity.
3. Usage rights of images or videos are only granted upon payment of the agreed fees. Any use prior to full payment of the agreed fees is prohibited. Should any images of the model be published for any advertising purposes (be it online or offline) without having received the permission of the agency, then the client is liable 1) for paying usage rights for the elapsed period and 2) for paying an additional penalty of 100% of the fee for usage rights for having violated copyright laws. Unless agreed otherwise at the time of booking, the fee for usage rights is 50% of the total model rate.

## Personal Data

The Model grants permission to the Agency to collect, process, transmit and use personal data, including the name, pseudonyms, initials, voice, images, signature, and visual representation in all media, for the purpose of promoting the models and providing booking services.

## Final Provisions

1. Swiss law shall be the only applicable law between the parties agency, client and model. The place of performance for all obligations in relation to usage rights arising from a booking is Zurich, Switzerland.
2. The client undertakes to make changes or amendment to the bookings and changes to these booking conditions only after prior agreement with the agency. The client shall not ask the model to make changes or amendments to the booking during the workday. For any changes to be valid, a written confirmation by the agency is required.
3. The client undertakes not to store, publish, sell or provide to a third party in any form the private details, addresses and phone numbers of the model.
4. These booking conditions shall remain valid in cases where one or more clauses become ineffective. It is agreed that an ineffective clause shall be replaced by another clause which comes closest to the intent of the ineffective clause. The same applies to contractual omissions.