

TERMS AND CONDITIONS FOR BOOKING MODELS

OF

FASCIA MODELS LIMITED

1. Terms and Conditions

- 1.1 These terms and conditions are issued by Fascia Models Limited, a private limited company incorporated under the laws of England and Wales with company number 11192195 whose registered office is at Unit 2, 43 Carol Street, London, United Kingdom, NW1 0HT (the “**Agency**”).
- 1.2 These terms and conditions are issued in accordance with the Department of Employment Regulations 1973 and, where applicable, should be read in conjunction with the Agency’s booking confirmation form (the “**booking form**”), which contains the specific terms of the booking. The booking form must be signed and returned by the client in accordance with the instructions set out therein.
- 1.3 Unless and until the booking form, containing the specific details of the booking, is signed by the client and returned to the Agency, all negotiations relating to the booking of the relevant Agency’s model(s) (the “**model**”) are strictly subject to contract.
- 1.4 The signed booking form together with these terms and conditions shall form the entire agreement between the client and the Agency relating to each booking.
- 1.5 Failure to sign and/or return the booking form whilst proceeding with the booking will be deemed to be an acceptance by the client of these terms and conditions and they shall apply to and govern the booking between the Agency and the client.
- 1.6 Any amendments and/or variations made to the booking form by the client shall not be valid and binding unless the Agency has agreed to such amendments and/or variations in advance and confirmed such agreement in writing.
- 1.7 If there is any conflict between these terms and conditions and the booking form, the terms and conditions shall prevail unless the Agency includes specific wording to the contrary in the booking form.

2. Booking Fees

2.1 Permitted use

- (a) Except as otherwise agreed in the booking form, payment of the booking fees grant the client the right to use one image of the model in the United Kingdom via a single published medium for 6 months from the date of the booking (“**Permitted Use**”).
- (b) The rights granted in this section 2.1 are strictly subject to prompt payment in full of all fees owed to the Agency.

2.2 Working hours and Overtime

(a) Working Hours:

Standard hourly rates are charged during Monday to Friday between 09:00 and 18:00 excluding bank and public holidays. Any booking which is over 5 hours in duration will be charged at the day rate. Booking fees are charged by the day or by the hour, or on an alternative basis, for example, a set fee for a catwalk show. Details will be set out in the booking form. Unless otherwise set out in the booking form, the minimum booking is two hours.

(b) Overtime:

Overtime rates apply at any time outside 09:00 and 18:00 on Monday to Friday (inclusive). Overtime rates will be charged as follows:

- (i) Work on Saturdays between 09:00 and 24:00 and between 18:00 hours and 24:00 hours on Mondays to Fridays (excluding bank and public holidays) is charged to the client at one and a half times the standard hourly rate.
- (ii) A special rate is negotiated for night work between 2400 hours and 0900 hours.
- (iii) Work on Sundays and all bank and public holidays is charged to the client at double the standard hourly rate.

2.3 Travel

- (a) Any time spent by the model travelling to or from a client's venue will be charged at half the hourly rate.

2.4 Fitting fees

- (a) Any time spent by the model for fittings is charged at the applicable model's hourly rate.

2.5 Additional expenses

- (a) All expenses incurred by the Agency on the clients' behalf will be charged to the client and will include an uplift of 12.5% of the total amount of the expenses.

2.6 Location bookings

- (a) When a location booking is made, a client must provide safe and appropriate transport for the model both to the booking location and back again unless agreed otherwise. If the client fails to provide such transport then the Agency shall be entitled to re-charge the cost of the transport procured for the model in

accordance with this section 2.6. If a model on location is prevented from returning to London to work, half the daily fee will be charged to and payable by the client for each day that the model is unable to return to London to work.

- (b) When a location booking is made, the client will undertake an appropriate and prudent health and safety assessment of the location and shall notify the Agency of any potential risks and how these have been mitigated in accordance with best industry practice and applicable law. The client acknowledges and agrees that at all times the model's health and safety is of paramount importance and shall ensure that the highest standards of health and safety are complied with whilst on any location bookings.

3. Additional fees

All additional fees are to be agreed at the time of the booking or before any additional usage in accordance with section 3.1.

3.1 Additional usage

- (a) Additional fees are payable for the right to use the model's image or reproductions, or adaptations of, or drawings derived from that image, or any other representation of it, either complete or in part whether alone or in conjunction with any wording or other images, photographs, online drawings or in any digital media including but not limited to on all social media platforms or anticipated purposes which are in addition to and outside the scope of the Permitted Use, details of which are set out in the booking form (e.g. packaging, record covers, posters etc.).
- (b) Unless otherwise agreed and set out in the booking form, the additional fees cover the right to use one image for the Permitted Use for one (1) additional six (6) month period. Each additional usage fee will not be less than the model's advertised day rate unless determined otherwise by the Agency in its absolute discretion.

3.2 Territory

- (a) Additional fees are also payable, and subject always to the Agency's prior consent, for the right to use the model's image or reproductions etc., as set out in section 3.1 above for all known or anticipated territories other than the United Kingdom. Unless otherwise agreed, the additional fees cover the right to use one image for one (1) additional six (6) month period (as determined by the Agency at the time of booking) from the date of the booking for the Permitted Use. Each additional usage fee will not be less than the model's advertised day rate unless determined otherwise by the Agency in its absolute discretion.

3.3 Other services

- (a) Additional fees are also payable for other services to be supplied by the model, either as part of a booking or as requested by a client on a shoot (e.g. personal appearances for PR purposes or posting images on the model's own social accounts or media feeds). Fees for such additional services will be negotiated on a case by case basis between the client and the Agency. The client shall only be permitted to shoot behind the scenes footage on the basis of an agreement in writing in advance and a payment of an additional fee agreed pursuant to this section 3.3 and subject to compliance with section 10.1.

3.4 All modifications, extensions and renewal of bookings shall be at the sole discretion of the Agency.

4. Value added tax (VAT)

- (a) All sums payable under these terms and conditions are exclusive of VAT and any other similar or equivalent taxes or duties which shall be payable in full without set off by the client.

5. Invoicing

5.1 Payment of all invoices is required to be made by the client within 30 days of the date of the invoice. In all cases, the person booking the model is the client, who will be invoiced and solely responsible for payment, unless otherwise agreed in writing at the time of booking. The Agency reserves the right in its discretion to invoice the ultimate client ("**Ultimate Client**") (e.g. the designer/manufacturer/owner of the product in question) if the client is booking on behalf of the Ultimate Client, in which case the client and the Ultimate Client are jointly and severally liable to pay all of the fees and settle the invoice accordingly. All fees for usage are for the right to use the model's image and once agreed are payable whether or not the right is exercised. Unless the Agency specifically agrees otherwise in writing, no usage for the model's image is permitted until the Agency has received payment in full. The Agency reserves the right to alter payment terms prior to booking in its absolute discretion.

5.2 If the client fails to pay in full on the due date any amount which is payable to the Agency, without prejudice to any other right or remedy which the Agency may have, the amount outstanding shall bear interest both before and after any judgment at 5% per annum above the Bank of England's base rate from time to time from the due date up to and including the date that payment is made in full and such interest shall be compounded and accrued on a daily basis.

- 5.3 Where the client acts on behalf of a third party (which for the avoidance of doubt shall include any Ultimate Client), by entering into these terms and conditions the client is acting in its capacity as an agent for that third party and shall remain solely liable to the Agency for the acts or omissions of the third party.
- 5.4 The client shall procure that the third party:
- (a) acknowledges and agrees to comply with these terms and conditions including but not limited to the obligation to pay all applicable fees to the Agency within 30 days of the date of any invoice received from the Agency; and
 - (b) acknowledges and agrees that the third party is subject to any restrictions imposed on the client pursuant to these terms and conditions regarding the use of the images (including but not limited to territorial restrictions and restrictions as to the media in which the images may be used).

6. Exclusivity Fees

Unless otherwise agreed in the booking form, the model is supplied to the client by the Agency on a non-exclusive basis and the model shall be free to provide similar and/or competing services to any third party and/or competing product or brand of the client. Additional fee must be agreed in writing in advance where the use of the model's image or the service are supplied on an exclusive or semi-exclusive basis (e.g. a specific sector or an exclusive territory) which precludes supplying services or allowing the use of the model's image for competing and/or particular sector of products or within a particular territory. The Agency may supply the model's services to and allow use of the model's image by any competitor unless an exclusivity fee has been negotiated, agreed in writing and paid by the client. It is the client's responsibility to research and determine whether the model supplied has undertaken or is booked to undertake any conflicting work.

7. Provisional bookings

Provisional bookings may be cancelled if they are not confirmed by the client (by signing and returning the booking form) within 24 hours of the provisional booking.

8. Cancellations

8.1 Cancellation of booking by the Client

- (a) Where a booking is cancelled less than 24 hours before the booking call time, the full booking fee will be charged and payable by the client unless the same model is booked by another client within 24 hours of the cancellation in which case half the booking fee will be charged and payable by the client.

- (b) Where a booking is cancelled more than 24 hours before the booking call time but less than 48 hours of the booking call time, half the booking fee will be charged and payable by the client.
- (c) Where bookings that are intended to last three days or more are cancelled by the client with notice of less than the intended duration of the booking, the full booking fee will be charged and payable by the client. Saturdays, Sundays and bank and public holidays are excluded for the purpose of determining this cancellation notice period (e.g. ten working days' notice of cancellation must be given for a booking intended to last ten working days).

8.2 **Cancellation of booking by the Agency or the model**

- (a) The Agency shall be entitled to cancel a booking at any time and for any reason prior to the booking date without liability to the client. The Agency expects the client to have in place the necessary insurance cover with a reputable insurance provider to protect against such cancellation and any associated liability and the Agency shall not be liable to the client for any costs incurred as a result of such cancellation.
- (b) If the Agency wishes to cancel a booking then it shall use reasonable endeavours to provide the client with reasonable notice, take steps to offer to the client a suitable replacement and/or substitute and take such other reasonable steps as are reasonably practicable to mitigate against such cancellation.
- (c) The client acknowledges, accepts and agrees where the model is independent, self-employed and not an employee of the Agency, the model has a right to control entirely whether/how they perform each booking (which may involve the model requiring a substitute to and performs the booking). In this regard, the client acknowledges, agrees and accepts the requirement to procure appropriate insurance, including as set out at section 17.

8.3 **Weather Related Cancellations**

- (a) On the first occasion of cancellation due to weather related conditions half the booking fee is charged and payable by the client unless the client fails to cancel in time to prevent the model's attendance in which case the full booking fee is charged and payable by the client. On the occasion of the second cancellation due to weather conditions and any subsequent cancellations the full booking fee is charged and payable by the client.

9. Meals

- 9.1 Clients are responsible for the provision of all nutritious meals and non-alcoholic beverage requirements of the models (taking into account dietary requirements) whilst the models are providing services to the client on all bookings.

10. Model Care and Safety

- 10.1 The use of the model's image must not be directly or indirectly nude, semi-nude, pornographic, scandalous, derogatory or a cause of ridicule or embarrassment to the model. Images of the model must not be altered or distorted except with the Agency's express prior written authorisation. See-through, bathing suit or lingerie photography require the express prior written approval of the Agency.
- 10.2 Subject to the restrictions in sections 3.3 and 10.1, behind-the-scenes filming is permitted provided that the model is hair-and-make-up ready.
- 10.3 The client shall be solely responsible for ensuring that the model is treated with respect and professionalism at all times, and that all necessary steps are taken to ensure the safety, health and wellbeing of the model at all times, by the client and/or any third parties engaged by the client in relation to the delivery of the services. Such steps shall include without limitation:
- (a) ensuring that the venue for the provision of the services and the working conditions are entirely safe and secure and maintained at a suitable temperature and allow the model to provide the services in compliance with all health and safety best practice, standards, regulations, codes and laws;
 - (b) allowing the model to take suitable and regular rest periods, to ensure the model is able to maintain suitable amounts of rest and refreshment whilst delivering the services;
 - (c) ensuring that all of the third parties engaged by the client in relation to the delivery of the services are suitably qualified, experienced and professional and treat the model in a professional and respectful manner;
 - (d) ensuring that no one imposes upon the model any action, activity or environment which is either dangerous, degrading, unprofessional, unsafe and/or demeaning to the model;
 - (e) ensuring that the services are delivered and the model is treated in accordance with any codes of practice or guidance issued by the Agency from time to time including the Code of Practice for The Association of Model Agents;

- (f) providing the model with an appropriate changing and dressing area to ensure that the model can prepare for the provision of the services and also maintains their privacy; and
- (g) always include a credit in the form of "[MODEL'S NAME]" @ "[FASCIA]", wherever a credit is applied.

11. Warranties

11.1 The client warrants, represents and undertakes to the Agency that:

- (a) it has full capacity to enter into these terms and conditions and perform its obligations under these terms and conditions;
- (b) the booking form is executed by a duly authorised representative of the client;
- (c) it will take all steps necessary to ensure that the model is protected and treated in accordance with all applicable laws, good industry practice and section 10 above;
- (d) it has all necessary permits, licences and consents to enter into and to perform its obligations under these terms and conditions and such obligations shall be performed in compliance with all applicable laws, enactments, orders, regulations, and other similar instruments (including but not limited to any employment law or health and safety requirements in effect from time to time); and
- (e) it will promptly disclose to the Agency in writing all necessary information (including without limitation the location and length of the shoot and requirements for any foreign travel) and details relating to the provision of the services to enable the Agency to ensure that the model is suitably prepared and able to perform the services.

12. Indemnity

12.1 The client shall indemnify the Agency and keep the Agency indemnified against all costs, expenses, damages, losses and other liabilities suffered or incurred by the Agency and/or the model (including but not limited to all legal costs and expenses on a full indemnity basis) arising out of or in connection with:

- (a) any breach by the client of these terms and conditions;
- (b) any breaches of these terms and conditions by any third parties engaged by the client;
- (c) any claim brought by a third party against the Agency in circumstances where, as a result of the client's acts or omissions, the distribution of images, in

whatever form, outside of the agreed territory or otherwise in breach of these terms and conditions has caused the Agency to be in breach of the terms of an exclusive agreement with such third party; and

- (d) any breach by the client of any applicable laws and regulations including but not limited to any breach of applicable health and safety or employment laws and regulations as amended from time to time.

13. Fashion Shows

- (a) Catwalk bookings provide the client with the right to make use of a model's services on the catwalk for the specified show in accordance with these terms and conditions, and the right to allow photographers to be present to take photographs and videos of the show on the basis that all such material (or reproductions etc. as set out in section 3.1 above) is exploited for reporting purposes only. The client is responsible for ensuring that all photographers present are aware of and comply with this condition and the client will procure that they abide by these conditions. If any other usage is required (included but not limited to look books, e-commerce and broadcasting and/or live streaming of the specified show) it must be negotiated and agreed in writing with the Agency at the time of the booking.

14. Music Videos, Promotional Films, Commercials

- (a) All fees will be negotiated, structured and paid by the client on a case by case basis. In normal circumstances there will be a fee for the shoot plus an additional buyout fee payable by the client. If not booking direct, the client (usually the music company) will be invoiced by the Agency as the ultimate client in accordance with section 5.
- (b) As a condition of the booking, the client must supply the Agency with a DVD of any commercial or video produced at the booking, if applicable.

15. Test and Experimental Photography

- (a) When the Agency agrees to allow a photographer to take test or experimental photography the photographer is not entitled to use, or allow others to use, test and/or experimental photographs or test commercials for commercial purposes unless specific arrangements have been made and agreed in writing before the photographic session.

16. Intellectual Property Rights

- 16.1 The photographer and/or the client and anyone obtaining rights from or through the photographer and/or the client shall not be entitled to use any images for any usage beyond the Permitted Use (or any another usage agreed or permitted in accordance with these terms). The client will procure that the photographer and/or client agrees to restrict the use and exploitation of all intellectual property rights in the photograph (including copyright) and all other intellectual property rights arising out of or in relation to the provision of the services by the model. If the client is not the photographer, the client shall draw these terms and conditions to the attention of the photographer and procure their agreement to the terms and conditions before the shoot commences.
- 16.2 All rights not expressly granted to the client under these terms and conditions are hereby fully reserved to the Agency and/or the model as the case may be. In particular, the client acknowledges and agrees that the Agency is the owner or licence holder of all commercial rights and intellectual property rights relating to the model and the Agency and the client shall not be entitled to exploit or enter into any commercial or other agreement to exploit any rights relating to the model or the Agency other than the rights specifically granted to the client under these terms and conditions.
- 16.3 For the avoidance of doubt, notwithstanding anything in the booking form or these terms and conditions, including but not limited to any grant of exclusivity over the use of the images, the client acknowledges and agrees that the Agency and the model may use any images (or reproductions etc. as set out in section 3.1) resulting from any booking in any form whatsoever for the following purposes:
- (a) in order for the model and the Agency to promote the model to other potential clients; and
 - (b) for any purposes internal to the Agency.

Subject to this section 16, the model and the Agency acknowledge and agree not to exploit the images for commercial purposes, other than as set out in the booking form and these terms and conditions.

17. Liability and Insurance

- 17.1 No party excludes or limits its liability under these terms and conditions for:
- (a) death or personal injury caused by its negligence;
 - (b) fraudulent misrepresentation; or
 - (c) any other type of liability which cannot by law be excluded or limited.

17.2 Subject to section 17.1, the Agency limits its liability under these terms and conditions, whether such liability arises in contract, tort (including without limitation negligence) or otherwise, so that the maximum liability of the Agency to any client for all claims under these terms and conditions shall be limited to and shall not in aggregate exceed the total amount of the fees paid or payable to the Agency by that client.

17.3 the Agency shall not be liable for:

- (a) loss of business, use, profit, anticipated profit, contracts, revenues, goodwill or anticipated savings;
- (b) product recall costs;
- (c) failure by the model to attend a booking for whatever reason;
- (d) a decision by the model to require a substitute who attends and/or performs the booking;
- (e) damage to the client's reputation; or
- (f) consequential, special or indirect loss or damage;

even if the Agency has been advised of the possibility of such loss or damage.

17.4 The client shall effect and maintain (and shall require its ultimate client, if any, to maintain) throughout the continuance of these terms and conditions insurance policies sufficient to cover all liabilities and risks of the client that may arise under these terms and conditions and any insurance cover it is required to place in accordance with applicable law. Such insurance policies shall include without limitation:

- (a) cancellation insurance to protect against the potential liabilities which the Agency and the client may incur as a consequence of the provisions of section 8;
- (b) employee liability insurance, as required by the Employer's Liability (Compensation Insurance) Act 1969 and otherwise, which covers any model who is delivering the services to the client under the client's direction and control as if he/she were an employee of the client, in an amount sufficient to cover the health and safety and future earnings of such models;
- (c) public liability insurance to a level of not less than £10 million; and
- (d) travel insurance to cover the activities of the models whilst travelling to and from the location of the services.

18. Contract and Authority

- (a) All matters relating to the use of the model's image and commercial modelling rights, any other services supplied by the model and all fees must be negotiated and agreed with the Agency only. The client shall not attempt to negotiate, nor allow others to negotiate, with the models directly. If the client or the photographer or any other person on their behalf or connected with them obtains the model's signature on any document or the model's purported verbal agreement to anything outside of the scope of these terms and conditions, such signature or verbal agreement shall not constitute a variation of these terms and conditions and is not binding on the model or the Agency unless and until it is agreed in writing by the Agency (such agreement to be determined in the Agency's absolute discretion).

19. Complaints and Disclaimer

- (a) Any cause for complaint must be reported to the Agency by the client as soon as it arises. Complaints cannot be considered and/or dealt with effectively after the services have been delivered. Whilst the Agency will use reasonable endeavours to ensure that the models provide a satisfactory and efficient services to clients, where the model is self-employed the Agency is not responsible for a model's conduct or behaviour whilst delivering the services and shall not be held liable for any costs, expenses, losses or other liabilities suffered by any party as a consequence of the behaviour or conduct of any model.

20. Force Majeure

- (a) The Agency shall not be liable to any party for any delay in performing or failure to perform any of its obligations under these terms and conditions which is due to any cause beyond its control and which is unknown to, and cannot reasonably be anticipated by the Agency including without limitation fire, flood or catastrophe, acts of God, insurrection, workforce action, war or riots, (an "**Event of Force Majeure**") and the Agency's obligations under these terms and conditions shall be suspended for so long as the Event of Force Majeure continues and to the extent that it is so delayed.

21. Data Protection

21.1 In this section the following definitions apply:

- (a) the terms "**data controller**", "**data processor**", "**data subject**", "**processing**" and "**personal data**" bear the respective meanings given to them in the Data

Protection Act 1998 (the "**Act**") and, from the date on which it comes into force in the UK and for so long as it is in force, the General Data Protection Regulation (Regulation (EU) 2016/679) (the "**GDPR**") or following this any successor legislation designed to replace it (together "**Data Protection Legislation**"), and "**data protection principles**" means the eight data protection principles set out in Schedule 1 to the Act and the data protection principles set out in the GDPR or Data Protection Legislation (as applicable);

- (b) "**data**" includes personal data;
- (c) "**Consent**" means a freely given, specific, informed and unambiguous indication of an individual's consent recorded in writing;
- (d) "**Data Subject Access Request**" means a request from a data subject for access to the personal data relating to them which has been or is being processed by a data controller or a data process pursuant applicable Data Protection Legislation;
- (e) "**Good Industry Practice**" means the exercise of that degree of skill, diligence, professionalism, prudence, foresight and management which would be expected from a market leading skilled and experienced operator engaged in the same type of undertaking under the same or similar circumstances; and
- (f) "**Model Personal Data**" means any personal data (including Sensitive Personal Data) relating to the models; and
- (g) "**Sensitive Personal Data**" has the meaning given in the Act.

21.2 Each party shall comply with all applicable data protection and privacy laws and regulations, including, without limitation, the provisions of the applicable Data Protection Legislation and not by any act or omission put the other party in breach of them in connection with these terms and conditions.

21.3 For the purposes of these terms and conditions, the parties acknowledge, accept and agree the Agency is the data controller and the client is the data processor.

21.4 Where the Agency transfers Model Personal Data and/or other personal data to the client, the client warrants and represents it shall:

- (a) process the Model Personal Data and/or other personal data only in accordance with instructions contained in these terms and conditions or received from the Agency in writing from time to time;
- (b) ensure it has implemented appropriate and effective technical and organisational measures to protect such data against unauthorised or unlawful processing and accidental loss or damage;

- (c) where required by the Agent provide full and open co-operation and prompt assistance to the Agency, and ensure it has the appropriate technical and organisational measures in place, to enable the Agency to comply with any valid Data Subject Access Request without delay (and at the latest within 14 days of receipt of the Data Subject Access Request);
- (d) provide all reasonable assistance required by the Agency in complying with a request from a data subject in relation to that subject's personal data;
- (e) provide full co-operation and assistance to the Agency to ensure the Model Personal Data and/or other personal data is deleted without delay in response to a valid request from a data subject;
- (f) provide full co-operation and assistance to the Agency to ensure that the Model Personal Data and/or other personal data is up to date, complete and accurate;
- (g) maintain accurate and detailed internal records of all processing and (where applicable) storage of the Model Personal Data and/or other personal data (and make such records available to the Agency and/or the relevant supervisory authority for the purposes of an investigation), demonstrating compliance with the data protection principles including but not limited to specifying the relevant conditions for processing the Model Personal Data and/or other personal data (including but not limited to obtaining relevant and up to date Consents) and specifying and recording the fair and lawful purposes for which the Model Personal Data and/or other personal data is being processed;
- (h) not disclose or permit the disclosure of any of the Model Personal Data and/or other personal data to any third party unless specifically authorised in writing by the Agency;
- (i) ensure that access to the Model Personal Data and/or other personal data is limited to those employees or authorised third parties who reasonably require access to the Model Personal Data and/or other personal data pursuant to these terms and conditions and that all employees and authorised third parties are informed of the confidential nature of the Model Personal Data and/or other personal data. If the client subcontracts or grants access to the Model Personal Data and/or other personal data pursuant to this section, the client shall ensure that such authorised subcontractors or employees enter into an agreement with the client containing data protection provisions on terms at least as onerous as this section;
- (j) not sub-contract the processing of any Model Personal Data and/or other personal data to any third party without the Agency's prior written consent
- (k) not, by any act or omission, put the Agency in breach of, or jeopardise any obligation under, any Data Protection Legislation and/or any applicable laws;

- (l) not transfer the Model Personal Data and/or other personal data to countries outside the European Economic Area without the prior written consent of the Agency or as required to do so by applicable law;
- (m) in the event of any breach of the applicable Data Protection Legislation, immediately (and in no event more than 24 hours after a breach) and fully notify the Agency in writing of any notices in connection with the processing of any of the Model Personal Data and/or other personal data and provide such information and assistance as the Agency may reasonably require, including in relation to any notifications to the national data protection authority;
- (n) following termination or expiry of these terms and conditions for any reason, at the choice of the Agency either delete or return all Model Personal Data and/or other personal data and all copies of such data unless and to the extent it is required to retain any such personal data by applicable law;
- (o) take all necessary precautions to preserve the integrity of any Model Personal Data and/or other personal data which it processes and to prevent any corruption or loss of such data; and
- (p) in such event and if attributable to any default by the client promptly restore the data at its own expense or, at the Agency's option, promptly reimburse the Agency for any expenses it incurs in having the data restored by a third party.

21.5 The client shall indemnify the Agency against all liabilities, costs, expenses, damages, losses and other liabilities (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Agency arising out of or in connection with any breach by the client of any of its obligations under this section.

22. Interpretation of Terms and Conditions

22.1 For the purpose of the relationship between the client and the Agency, the client acknowledges, accepts and agrees that the Agency is the supplier of services which shall be strictly and exclusively governed by these terms and conditions. These terms and conditions apply to every offer, quotation, acceptance, purchase order, confirmation order, specification and/or contract for the sale and supply of services or goods (including services ancillary thereto) by the Agency and supersede any other terms of the client and take precedence over and override and exclude any other terms stipulated or incorporated or referred to by the client whether in the booking form or in any negotiations and any course of dealing established between the Agency and the client. The client acknowledges that there are no representations, statements or promises made or given by or on behalf of the Agency outside these terms and conditions which

have induced the client to enter into these terms and conditions (which expression shall include any contract of which these terms and conditions form part).

- 22.2 The booking form forms part of these terms and conditions and shall have effect as if set out in full in the body of these terms and conditions.
- 22.3 For the purpose of these terms and conditions, the word "**agreed**" means agreed in writing in the booking form and signed by duly authorised representatives of both the Agency and the client.

23. General

- 23.1 If any of the terms, conditions or provisions of these terms and conditions or the booking form are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent, be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.
- 23.2 Any termination of all or part of these terms and conditions shall not affect the coming into force or the continuance in force of any provision of these terms and conditions which is expressly or by implication intended to come into force or continue in force on or after such termination.
- 23.3 Except as otherwise expressly provided in these terms and conditions, all representations, warranties, undertakings, agreements, covenants, indemnities and obligations made or given or entered into by the client and the ultimate client under these terms and conditions are assumed by them jointly and severally.
- 23.4 Nothing in these terms and conditions shall render any party a partner or agent of the other. Except as expressly permitted by these terms and conditions, nothing shall allow a party to purport to undertake any obligation on behalf of the other nor expose the other party to any liability nor pledge or purport to pledge the other's credit.
- 23.5 No failure to exercise and no delay in exercising on the part of either party of any right, power or privileged under these terms and conditions shall operate as a waiver of it. Nor shall any single or partial exercise of any right, power or privilege preclude the enforcement of any other right, power or privilege. Nor shall the waiver of any breach of a provision be taken or held to be a waiver of the provision itself. For a waiver to be effective it must be made in writing.
- 23.6 Except as and to the extent expressly otherwise specified in these terms and conditions, the rights and remedies contained in these terms and conditions are cumulative and are

not exclusive of any rights or remedies provided by law or elsewhere in these terms and conditions.

- 23.7 The parties agree to keep, and to instruct its agents, employees, advisers and sub-contractors with knowledge hereof to keep, these terms and conditions strictly private and confidential and not to disclose any details relating to the same, subject to disclosure in the following circumstances:
- (a) to enable enforcement of the party's rights under these terms and conditions;
 - (b) with the prior written consent of the other party; and
 - (c) as required by any applicable law.
- 23.8 These terms and conditions and the booking form constitute the entire agreement between the parties and supersede any previous agreement or arrangement between the parties relating to the subject matter of these terms and conditions.
- 23.9 No variation or amendment to the terms of these terms and conditions shall be valid and binding unless in writing and signed by an authorised representative of each party.
- 23.10 Except where these terms and conditions expressly provide otherwise, a person who is not a party to these terms and conditions has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these terms and conditions but this does not affect any right or remedy of a third party which exists or is available apart from under that legislation. The client acknowledges, accepts and agrees that the Agency has entered into these terms and conditions for the benefit of itself and the model and accordingly the model shall be entitled to enforce these terms and conditions as if he/she were a party to these terms and conditions.
- 23.11 The parties agree that these terms and conditions and its provisions will be governed by and construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English Courts.
- 23.12 Notwithstanding section 23.11, the parties to these terms and conditions agree that the Agency may enforce its rights under these terms and conditions in any other court of competent jurisdictions outside of the courts of England and Wales.