



W A Y W A R D
M A N A G E M E N T

CLIENT TERMS AND CONDITIONS

In these Terms and Conditions, the “Agency” refers to Wayward Management Ltd, the “Client” refers to the person, firm or company named as such on the Booking Confirmation, and the “Talent” refers to the person who undertakes the booking (the model).

1. Terms and Privacy

1.1 These terms and conditions supersede any other verbal or express agreement and take precedence over any terms and conditions that may be received from the Client, unless otherwise agreed prior to the booking.

1.2 The client undertakes to notify all interested parties, affected or potentially affected by these Terms and Conditions, that they apply to the booking.

1.3 Any variation of these Terms and Conditions must be agreed in writing by the Agency.

2. Bookings

2.1 As required by the department of employment regulations, a Booking Confirmation containing the terms of the booking must be signed and returned by the client before work commences.

2.2 Provisional bookings are to be confirmed by the client within a licensable timeframe. If the booking is not confirmed within this time, and a definite booking is offered elsewhere, the Agency reserves the right to accept the guaranteed booking.

2.3 Any amendments or changes to the booking confirmation must be notified to the Agency before returning the Booking Confirmation.

2.4 All talent introduced by the Agency to a Client must be booked through the Agency.

3. Daily/hourly rate

3.1 Model rates are charged by the day, half day, or by the hour. If the booking encompasses a meal time, it is expected that child and chaperone be provided with meals.

4. Overtime

4.1 Overtime is charged at the hourly rate, and applies to all bookings where the agreed model rate/time on set has been exceeded.

4.2 Working hours for talent under the age of 18 are subject to special rules. It is the Client’s responsibility to ensure the talent do not breach these restrictions and follow the NNCEE guidelines.

5. Fitting fees

5.1 Fitting fees are charged at half the hourly rate with a minimum 2 hour booking.

6. Location bookings

6.1 The client must provide return transport or cover all travel expenses for location bookings (outside of M25). Fuel is expensed at 45p per mile, or full value train tickets and taxi fares must be covered.

6.2 Travel expenses must be paid regardless of client cancellations, changes of date or any other changes.

6.3 The full day rate applies to all location bookings and travel time is charged at half the hourly rate.

6.4 For shoots that take place abroad, accommodation and flights must be arranged and paid for by the Client. Travel to and from departure and arrival airports is expected to be provided or costs covered. Meals must be provided on location shoots.

6.5 Per diems will be chargeable on all overnight stays.

7. Fees

7.1 Clients agree to equal treatment to others on the project. This includes talent receiving equal rates, accommodation, and any other contractual provisions as their counterparts on the project.

7.2 It is the Client's responsibility to check whether a model has undertaken conflicting work. If a talent advertises a product, they are able to work for any competitor unless an exclusion fee is negotiated.

7.3 A 20% agency fee is charged in addition to the agreed model rate unless an inclusive rate is agreed at the time of booking. VAT and agreed expenses will be added to invoices where appropriate.

8. Usage and Extra Usage

8.1 All usage must be agreed in writing between the Agency and the Client prior to the model commencing services. The Agent reserves the right not to negotiate in relation to any additional usage other than that agreed at the time of the booking.

8.1 Extra Usage: Additional fees are payable for the right to use the photographs for purposes other than the initial use. This includes territories outside of those initially agreed, and reproductions, adaptations or any other representation of the image either complete or in part.

8.2 It is the Client's responsibility to notify Wayward Management if subsequent usage is required after the time of booking. Extra fees will then be negotiated.

9. Invoicing and Payments

9.1 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 agent reserves the right to invoice the 'ultimate client' [i.e. designer / manufacturer / owner of the product in question], if applicable as they are jointly and severally liable to pay the invoice.

9.2 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.

9.3 The agency reserves the right to alter payment terms if it deems appropriate prior to booking.

9.4 Payment of all fees and expenses are due to the Agency within 30 days from the invoice date, unless otherwise agreed in writing.

9.5 All invoice queries must be raised within 48 hours of receiving the invoice.

9.6 All agency fees, talent fees and expenses will be invoiced by Wayward Management and are to be paid directly to the Agency.

9.7 VAT will be charged in accordance with the Value Added Tax Act 1994.

9.8 No usage of the talent's image is allowed until payment is received in full.

9.9 The Agency reserves the right to charge a 10% overdue fee, in accordance with the Late Payment Act of 1998.

12. Cancellations

12.1 If a child is licensed and not confirmed for the shoot, a £160 + 20% cancellation fee will apply. If a booking is cancelled within one working day of the shoot date the full booking fee will be charged unless the same model is re-booked within 24 hours, in which case the half booking fee will be charged.

12.2 The following cancellation fees will be charged if a Booking is cancelled either directly or indirectly by the Client:

12.2.1 Within 1 working day of the starting time - the full fee is chargeable unless the same talent is rebooked for another date(s) at time of cancellation.

12.2.2 Within 2 working days of the starting time - half the fee will be chargeable unless the same talent is rebooked for another date(s) at time of cancellation.

12.2.3 If a booking is cancelled because of illness or another reason beyond Wayward Management/the Talents' control, the talent shall not be liable for cancellation charges.

13. Weather Permitting Bookings

13.1 At the first cancellation half the booking fee is charged unless the client fails to cancel in time to prevent the model's attendance, when the full booking fee is payable. At the second cancellation, the full fee is charged.

14. Test and Experimental Photography

14.1 A photographer is not entitled to use test and/or experimental photographs or test commercials for commercial purposes unless specific arrangements have been made with the Agency in writing before the photographic session.

15. Copyright

15.1 The photographer and/or the Client and anyone obtaining rights from or through the photographer/client is not entitled to use any images for any usage beyond that agreed. The photographer / Client to this extent agree to restrict use and exploitation of the copyright.

15.2 If the Client is not the photographer, the client is to draw the terms of this agreement to the attention of the photographer and obtain their agreement before the shoot commences.

16. Insurance and Talent Care

16.1 The Client is obliged to make sure that all other people engaged in connection with the booking and associated travelling are properly qualified and insured.

16.2 It is the responsibility of the Client to arrange insurance for the booking, which includes third party liability and indemnity insurance.

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

16.4 The Agency is not responsible if the Talent fails to attend the booking. The Client is advised to insure against losses which might result if the Talent does not keep a booking for any reason.

16.5 The Client is solely responsible for ensuring the talent is treated with respect and professionalism, and that all necessary steps are taken to ensure the safety, health and wellbeing of the talent is protected, by the client and/or third parties engaged by the client in relation to the delivery of the services.

16.6 The Client is responsible for ensuring all talent take suitable rest breaks.

16.7 Working hours for talent under the age of 18 are subject to special rules. It is the Client's responsibility to ensure the talent do not breach these restrictions and follow the NNCEE guidelines.

16.8 The Client is responsible for ensuring they have received the Talent's Access Rider and make any reasonable adjustments to ensure the safety and wellbeing of the Talent.

17. Liability

17.1 The Agency will not accept any liability whatsoever for any loss costs, claims or proceedings incurred by a Client in connection with a booking.

18. Contract

18.1 All matters relating to the use of the Talent's image, any other services supplied by the Talent, and all fees must be negotiated and agreed only with the Agency, Wayward Management Ltd. If any other person obtains the model's signature on any document (or parent/guardian's signature on model's behalf), or the model's purported verbal agreement to anything, this is not binding until it is agreed in writing by the Agency.

18.2 These Terms and Conditions and all matters connected with the booking are governed by English law and any dispute will be settled in accordance with that law either by a court in England or such other method as might be agreed at the time of the dispute.

19. Complaints

19.1 Any complaints must be reported to the Agency as soon as it arises. Complaints cannot be considered and/or dealt with in retrospect.

19.2 Whilst the Agency endeavours to ensure that the Talent provides a professional and efficient service to Clients, the Talent is self-employed, and the Agency cannot be held responsible for a Talent's conduct or behaviour whilst delivering a service.

19.3 The Agency will not be liable for any costs, expenses or losses suffered as a consequence of the behaviour or conduct of the Talent.

19. Child Performance Licences

19.1 It is a legal requirement for the Client to license child models for every job they participate in. This applies to babies and all compulsory school age children. Length of time to process licences varies from

7-21 days dependant on which Council the application is made. The agency can support this process, and/or supply relevant forms and information.

20. Child Protection & Risk Assessments

20.1 It is the responsibility of the Client to ensure they are abiding at all times to Child Performance Regulations and have the appropriate risk assessments, child protection policies, and insurance in place.

Please note as the supplier of services these Terms and Conditions, the Agency reserves the right to negotiate within the structure of these terms and conditions.