



CLIENT TERMS & CONDITIONS

Issued by GM Agency Ltd (the "Agency"), a company registered in England and Wales (Company Number **17432641**) with its registered office at **9 Bartle House, Oxford Court, Manchester, M2 3WQ**.

1. ACCEPTANCE OF TERMS

In accordance with Department of Employment regulations, the Client must sign and return the Booking Confirmation Contract issued by the Agency.

Where the Client proceeds with a booking without signing and returning the Booking Confirmation Contract, the Client shall be deemed to have accepted these Terms and Conditions, which shall govern and form part of the agreement between the Agency and the Client.

Electronic signatures, email confirmations and other forms of electronic communication shall be deemed valid and binding for the purposes of forming a contract and accepting these Terms and Conditions.

Acceptance of a Booking Confirmation Contract, purchase order, email instruction, booking request, or commencement of any booking shall constitute acceptance of these Terms and Conditions whether or not the Booking Confirmation Contract has been signed and returned by the Client.

Any amendment or variation made by the Client to a Booking Confirmation Contract shall be valid only where expressly agreed in writing and countersigned by an authorised representative of the Agency.

In the event of any inconsistency or conflict between these Terms and Conditions, the Booking Confirmation Contract, any Data Processing Agreement and/or Privacy Policy, these Terms and Conditions shall prevail, save that any Data Processing Agreement shall take precedence solely in respect of data protection and privacy matters.

1.1 DEFINITIONS

In these Terms and Conditions, unless the context otherwise requires:

"Agency" means GM Agency Ltd.

"Client" means any company, individual, organisation, production company, brand, advertising agency or other entity engaging or seeking to engage Talent through the Agency.

"Talent" means any model, actor, performer, influencer, presenter, artist, content creator, professional or other individual represented, introduced or supplied by the Agency.

"Booking" means any engagement, assignment, project, production, appearance, shoot, fitting, rehearsal, event or other service arranged through the Agency.

"Booking Fee" means the fee agreed for the Talent's services together with any applicable Agency Fee.

"Agency Fee" means the Agency's fee for sourcing, representation, negotiation, booking administration, project management and related services.

"Usage Rights" means the rights granted to use the Talent's image, likeness, performance, content, recordings or materials created pursuant to a Booking.

"Third-Party Expenses" shall have the meaning given in Clause 4.2.

"Working Day" means any day other than a Saturday, Sunday or public holiday in England and Wales.

2. BOOKING FEES

2.1 PERMITTED USE

Unless otherwise agreed in writing, booking fees include the right to use one image for a period of twelve (12) months from the booking date within the United Kingdom for the agreed initial use.

2.2 DAILY AND HOURLY RATES

Booking fees may be charged on either a daily or hourly basis, as agreed at the time of booking.

2.3 OVERTIME

Overtime rates apply:

- Before 9:00am;
- After 6:00pm; and
- On bookings exceeding eight (8) hours.

Hourly overtime rates will be agreed either before or after the booking. A separate rate will be negotiated for night work undertaken between 9:00pm and 9:00am.

2.4 TRAVEL EXPENSES

Where applicable, travel expenses must be submitted to the Agency by email together with supporting receipts within seventy-two (72) hours of the booking date.

Where expenses are not submitted within this period, the Agency shall not be obliged to invoice the Client for those expenses or reimburse the Talent. Travel will be reimbursed at cost or at the agreed mileage rate of £0.30 to £0.45 per mile.

2.5 FITTINGS

Fittings shall be charged at fifty percent (50%) of the applicable daily rate.

3. ADDITIONAL FEES

3.1 USAGE AGREED AT THE TIME OF BOOKING

The booking fee for photography bookings includes the following usage rights for twelve (12) months in the United Kingdom for a single client only:

- Website content;
- Email marketing;
- Social media;
- Brochures;
- Press publications;
- Leaflets; and
- Editorial use.

Any other use requires a separate agreement and may incur additional fees.

Clients must ensure that end clients are informed of and comply with the Agency's usage terms.

3.2 ADDITIONAL USAGE AFTER BOOKING

The Client is responsible for notifying the Agency and negotiating any additional fees relating to:

- Extended usage periods;
- Additional territories;
- Additional media; or
- Any other use beyond the original agreed scope.

3.3 RESTRICTIONS ON USAGE

Unless expressly agreed in writing by the Agency, all Usage Rights granted under these Terms and Conditions are limited to the specific Client, media, territory, duration and purpose agreed at the time of booking.

Usage Rights may not be transferred, assigned, sublicensed, shared with third parties or used by affiliated companies, parent companies, subsidiaries, distributors, retailers, franchisees, agencies or commercial partners without the Agency's prior written consent.

The use of Talent images, videos or content for paid advertising, sponsored content, broadcast media, outdoor advertising, digital advertising, artificial intelligence training, machine learning applications or any other commercial purpose beyond the agreed scope shall require separate written agreement and may incur additional fees.

The Client shall not use, licence, upload, reproduce, distribute, supply, transfer or otherwise make available any image, video, recording, likeness, voice, biometric data or other content featuring the Talent for the purposes of artificial intelligence training, machine learning, generative AI systems, synthetic media creation, deepfakes, digital replicas, avatars, virtual influencers or any similar technology without the Agency's prior written consent and payment of any additional fees agreed by the Agency.

The Client shall ensure that any end client, affiliated company, parent company, subsidiary, production company, media buyer or third party permitted access to materials featuring the Talent complies with these Terms and Conditions. The Client shall remain fully liable for any breach of these Terms and Conditions by such party.

4. AGENCY FEES

4.1 STANDARD BOOKINGS

For all bookings other than Equity Contract TV Commercials, unless otherwise agreed in writing, the Agency shall invoice the Client for the total booking fee.

The total booking fee comprises the Talent fee together with the Agency's fees for sourcing, representation, negotiation, booking administration, project management and related services.

The applicable booking fee, usage fees, overtime charges, renewals, extensions, exclusivity fees, expenses and any additional charges will be confirmed to the Client at the time of booking.

The Agency Fee represents GM Agency's fee for sourcing, representation, negotiation, booking, administration and management of Talent in connection with the booking.

VAT and approved expenses will be added where applicable.

4.2 TRAVEL, ACCOMMODATION & THIRD-PARTY EXPENSES

All flights, accommodation, rail travel, parking, couriers, per diems, and any other travel or third-party expenses arranged or managed by the Agency on behalf of the Client or Talent ("Third-Party Expenses") shall be charged to the Client at cost plus an administration uplift.

The standard administration uplift shall be 12.5% of the total Third-Party Expenses, unless otherwise agreed in writing.

The administration uplift is applied to cover the Agency's time, coordination, booking administration, amendments, cancellations, payment processing, and associated operational costs.

In addition:

- The Agency reserves the right to charge a minimum administration fee of £25 per booking where applicable.
- Any changes, amendments, cancellations, reissues, or rebookings requested by the Client or arising from production changes may be charged in full, including any supplier penalties or additional costs incurred.
- All Third-Party Expenses are **non-refundable once committed**, and any refunds received from suppliers will be passed on to the Client less any applicable administration costs.
- The Agency may require prepayment or reimbursement in advance for Third-Party Expenses at its discretion.

All Third-Party Expenses are exclusive of VAT where applicable.

4.3 EQUITY CONTRACT TV COMMERCIALS

For bookings made under an applicable Equity Contract TV Commercial agreement, the Client shall be responsible for payment of the agreed Artist's fee, usage fees, buyouts, overtime, expenses and other charges associated with the booking.

The applicable Agency fee will ordinarily be calculated at 20% to 33%, depending on the nature and value of the booking, unless otherwise agreed in writing.

All applicable fees and charges will be confirmed as part of the booking confirmation or quotation.

VAT and agreed expenses will be added where applicable.

Where usage rights, extensions, renewals, additional territories, media or exclusivity are required beyond those originally agreed, additional fees may be negotiated and invoiced accordingly.

4.4 PAYMENT TERMS

All invoices are payable within thirty (30) days of the invoice date.

Unless otherwise agreed, the company making the booking shall be solely responsible for payment. The Agency reserves the right to invoice the ultimate client directly where appropriate.

All agreed fees remain payable whether or not the content is ultimately used.

The Agency reserves the right to charge interest on overdue amounts at a rate of eight per cent (8%) per annum above the Bank of England base rate in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, together with any reasonable costs incurred in recovering outstanding sums.

4.4A ULTIMATE CLIENT LIABILITY

Where the Agency agrees to invoice an ultimate client, end client, production company, broadcaster or other third party directly, the booking Client shall not be jointly or severally liable for the payment obligations of such third party unless expressly agreed in writing by the Client.

4.5 EXCLUSION FEES

Unless otherwise agreed in writing, the Talent is supplied to the Client on a non-exclusive basis and shall remain free to provide similar or competing services to third parties.

Where the Client requires exclusivity, category restriction, territorial restriction, sector exclusivity, non-competition obligations or any similar limitation on the Talent's future work, an additional fee shall be negotiated and agreed prior to the Booking.

The Client is responsible for carrying out any research required to determine whether the Talent has undertaken or is scheduled to undertake any potentially conflicting assignments.

4.6 LIMITATION OF LIABILITY

GM Agency Ltd acts solely as an employment agency and representative of self-employed Talent.

The Agency shall not be liable for any loss, damage, expense, delay, injury, claim or liability arising from the acts, omissions, conduct, performance or non-performance of any Talent supplied or introduced by the Agency, except where such loss arises directly from the Agency's negligence, fraudulent misrepresentation or breach of a legal obligation that cannot lawfully be excluded.

To the fullest extent permitted by law, the Agency's total liability arising from any booking shall not exceed the total Agency Fee received in respect of that booking.

4.7 INTRODUCED TALENT PROTECTION

Where the Client engages, books, contracts with or otherwise utilises the services of any Talent introduced by the Agency, whether directly or indirectly, during the period of twenty-four (24) months from the most recent booking, the Agency shall remain entitled to all applicable booking fees and commissions.

The Client shall not circumvent the Agency by engaging any Talent introduced by the Agency through any third party, associated company, production company, group company or intermediary.

Where this clause is breached, the Agency shall be entitled to recover all booking fees, commissions, administrative costs and legal costs it would otherwise have earned.

5. PROVISIONAL BOOKINGS

Provisional bookings will automatically lapse if:

They are not confirmed within twenty-four (24) hours; or

A confirmed booking opportunity arises and the provisional booking cannot be immediately confirmed.

6. CANCELLATIONS

6.1 STANDARD CANCELLATIONS

All cancellations must be notified to the Agency in writing. The applicable cancellation period shall be calculated from the time written notice is received by the Agency.

CANCELLATION OF BOOKING BY THE CLIENT:

- (a) Where the Client cancels more than seven (7) calendar days prior to the Booking Date, no cancellation fee shall be payable.
- (b) Where the Client cancels between seventy-two (72) hours and seven (7) calendar days prior to the Booking Date, the Client shall pay a cancellation fee equal to twenty-five percent (25%) of the Booking Fee.
- (c) Where the Client cancels between twenty-four (24) hours and seventy-two (72) hours prior to the Booking Date, the Client shall pay a cancellation fee equal to fifty percent (50%) of the Booking Fee.
- (d) Where the Client cancels less than twenty-four (24) hours prior to the Booking Date, the Client shall pay a cancellation fee equal to one hundred percent (100%) of the Booking Fee.
- (e) For bookings of more than three (3) consecutive days, any cancellation fee shall apply only to those booked days that cannot reasonably be reallocated or replaced by the Agency.
- (f) Any non-refundable travel, accommodation, transport or other third-party expenses incurred in connection with the Booking shall remain payable by the Client in addition to any cancellation charge.

Where a Booking is postponed rather than cancelled, the Agency shall use reasonable endeavours to make the Talent available for the revised date but cannot guarantee availability. Any revised Booking shall be subject to a new Booking Confirmation Contract.

Where cancellation results from illness or circumstances beyond the Talent's reasonable control, the Talent shall not be liable for a cancellation charge, provided that reasonable supporting evidence is supplied to the Agency where requested. The Agency will use reasonable endeavours to provide suitable replacement Talent where practicable.

6.2 WEATHER-PERMITTING BOOKINGS

For weather-dependent Bookings, neither the Client, the Agency nor the Talent shall be liable for cancellation fees where adverse weather conditions make the assignment unsafe or commercially impracticable, provided reasonable notice is given.

Any non-refundable travel, accommodation, transport or other third-party expenses already incurred or committed shall remain payable by the Client.

6.3 FORCE MAJEURE

Neither the Agency, the Talent, nor the Client shall be liable for any failure, delay, cancellation, interruption, postponement, rescheduling or inability to perform any obligation arising from circumstances beyond their reasonable control.

Such circumstances include, but are not limited to, adverse weather conditions, illness, accident, transport disruption, industrial action, government restrictions, power failures, acts of terrorism, civil unrest, pandemics, fire, flood, production changes, supplier failure, or any other force majeure event.

Where a booking is affected by a force majeure event, the Agency shall use reasonable endeavours to notify all affected parties as soon as reasonably practicable.

Notwithstanding any force majeure event, all fees, expenses, travel costs, accommodation costs, third-party charges and other costs incurred or committed prior to the occurrence of the force majeure event shall remain payable by the Client.

6.4 REPLACEMENT TALENT

Where a Talent becomes unavailable due to illness, emergency, transport disruption or other circumstances beyond the Talent's reasonable control, the Agency shall use reasonable endeavours to provide a suitable replacement Talent.

The Agency does not guarantee that a replacement Talent will be available and shall not be liable where a suitable replacement cannot reasonably be secured.

7. MEALS AND WELFARE

The Client shall provide appropriate meals and refreshments for all Talent during bookings, taking into account any dietary requirements communicated in advance.

8. TALENT CARE AND SAFETY

The Client shall ensure that all Talent are treated with dignity, respect and professionalism.

Nude, semi-nude, transparent clothing, swimwear, or lingerie photography requires the Agency's prior written approval.

Talent images must not be used in any manner that is:

- Scandalous;
- Pornographic;
- Derogatory;
- Misleading; or
- Likely to cause embarrassment or ridicule.

The Client is responsible for:

- Providing a safe working environment;
- Ensuring compliance with all applicable health and safety laws;

- Allowing reasonable rest breaks;
- Ensuring all personnel act professionally;
- Preventing exposure to unsafe, degrading, or inappropriate situations;
- Providing suitable private changing facilities; and
- Complying with applicable industry codes of conduct.

Where credits are used, they should appear as:

"Talent Name" @ "GM Agency"

8.1 CONFIDENTIALITY

The Client shall keep confidential and shall not disclose to any third party any confidential information concerning the Agency, the Talent, any Booking, commercial terms, rates, personal data, project details, campaigns or other information obtained in connection with a Booking.

This obligation shall not apply where disclosure is required by law or where the information has entered the public domain through no fault of the receiving party.

The obligations contained within this clause shall survive completion or termination of the Booking.

8.2 AGENCY RIGHT TO SUSPEND OR TERMINATE

The Agency reserves the right to suspend, cancel or terminate any Booking immediately where:

- (a) the Client breaches these Terms and Conditions;
- (b) payment is overdue;
- (c) the Agency reasonably believes the health, safety, welfare, dignity or reputation of the Talent may be at risk;
- (d) the Client requests services or usage that were not disclosed at the time of booking; or
- (e) continued performance would expose the Talent or the Agency to legal, regulatory or reputational risk.

Any fees, expenses or costs accrued up to the date of termination shall remain payable by the Client.

9. FASHION SHOWS

Payment of the agreed fee grants the right to use the Talent's services on the catwalk and to use photography or video footage solely for reporting and publicity purposes relating to the event.

Any additional use must be separately negotiated.

10. VIDEO PRODUCTIONS

All fees relating to video productions shall be invoiced to the production company.

Standard day rates apply together with any negotiated buyout fee.

11. TEST AND EXPERIMENTAL WORK

Test photography, experimental photography, and test commercial footage may not be used commercially unless prior written agreement has been obtained from the Agency.

12. COPYRIGHT AND IMAGE USE

Photographers and other content creators may only use images within the scope of rights agreed under these Terms.

Where the Client engages a photographer, the Client shall ensure that the photographer is informed of and agrees to these Terms before the shoot begins.

12.1 CLIENT INDEMNITY

The Client shall indemnify and keep indemnified the Agency and the Talent against all claims, demands, losses, damages, liabilities, costs and expenses (including reasonable legal costs) arising from:

- Any use of images, footage or content beyond the scope of the agreed usage rights;
- Any breach of these Terms and Conditions by the Client;
- Any unlawful, misleading, defamatory or infringing use of materials created pursuant to the booking;
- Any claim brought by a third party arising from the Client's use of the Talent's image, likeness, performance or content.

12.2 INTELLECTUAL PROPERTY AND IMAGE RIGHTS

Nothing in these Terms and Conditions shall transfer ownership of any intellectual property rights unless expressly agreed in writing.

All copyrights and intellectual property rights in photographs, video recordings, digital content and other materials shall remain the property of their respective owners.

The Talent retains all rights in their name, image, likeness, voice, performance and personal brand except to the extent expressly licensed under the agreed Usage Rights.

Upon expiry of the agreed Usage Rights, all rights granted to the Client shall automatically cease unless renewed in writing and any applicable renewal fees have been paid.

12.3 DATA PROTECTION

Each party shall comply with all applicable data protection and privacy legislation, including the UK General Data Protection Regulation, the Data Protection Act 2018 and any replacement legislation.

The Client shall process Talent personal data solely for purposes connected with the Booking and shall implement appropriate technical and organisational measures to protect such data against unauthorised access, disclosure, loss or misuse.

The Client shall not share, transfer, sell or otherwise disclose Talent personal data to any third party except where necessary for the performance of the Booking or as required by law.

The Client shall notify the Agency without undue delay upon becoming aware of any actual or suspected data breach affecting Talent personal data.

Any Data Processing Agreement entered into between the parties shall take precedence over these Terms and Conditions in relation to data protection matters only.

13. COMPLAINTS

Any complaint relating to the Talent, Booking or services provided must be raised immediately when it arises and, wherever reasonably possible, during the Booking itself so that the Agency has an opportunity to investigate and address the issue.

If a Talent is considered unsuitable, the Agency must be notified immediately. For promotional assignments, the Agency must be notified within the first two (2) hours of the Booking. Failure to do so may result in the full Booking Fee becoming payable.

The Agency shall use reasonable endeavours to provide replacement Talent where appropriate.

Complaints raised retrospectively may not be considered.

14. INSURANCE

The Client is responsible for the Talent's health, safety, and welfare while travelling to or performing services in connection with the booking.

The Client shall maintain adequate insurance cover to support these obligations.

The Agency is not liable if Talent are unable to attend as a result of illness or circumstances beyond their control. Clients are advised to obtain appropriate insurance against such risks.

15. GOVERNING LAW AND JURISDICTION

These Terms and Conditions and any dispute arising from them shall be governed by the laws of England and Wales.

The courts of England and Wales shall have exclusive jurisdiction.

The prevailing party in any legal proceedings arising from these Terms and Conditions shall be entitled to recover its reasonable legal costs and expenses where permitted by law.

16. GENERAL PROVISIONS

Photographs, video content or other materials created pursuant to a Booking may not be used, published, distributed or otherwise exploited until all fees, expenses and invoices due to the Agency have been paid in full.

All negotiations relating to Talent fees, Usage Rights, renewals, extensions, exclusivity arrangements and other commercial terms shall be conducted solely through GM Agency Ltd.

The Agency acts solely as an employment agency and representative of self-employed Talent and shall not be responsible for the conduct, acts or omissions of any Talent during or in connection with a Booking, except where liability cannot be excluded by law.

The Agency reserves the right to negotiate and agree individual arrangements with Clients and Talent within the framework of these Terms and Conditions.

If any provision of these Terms and Conditions is held by a court or other competent authority to be invalid, illegal or unenforceable, that provision shall be deemed modified to the minimum extent necessary to make it enforceable or, if modification is not possible, shall be deemed severed. The validity and enforceability of the remaining provisions shall not be affected.

These Terms and Conditions, together with any Booking Confirmation Contract and any applicable Data Processing Agreement, constitute the entire agreement between the parties and supersede all previous discussions, negotiations, understandings, representations and agreements relating to the Booking.

No failure or delay by the Agency in exercising any right or remedy under these Terms and Conditions shall constitute a waiver of that or any other right or remedy.

These Terms and Conditions shall take precedence over any terms and conditions supplied or relied upon by the Client, regardless of whether such terms purport to take priority over these Terms and Conditions.