



## General Terms and Conditions

### § 1 General Remarks

The following provisions are intended to govern legal relations between models, model agencies and the respective clients in a binding manner, unless other agreements shall have been expressly made for specific cases. The members of VELMA, the models they represent and the clients of these models shall be protected from expectations and demands which are not common practice in the trade.

### § 2 Basis for booking

- (1) The agency shall make declarations to the client in the name and on behalf of the model. A client shall be defined as one who books with the agency, unless otherwise agreed in writing at the time of booking.
- (2) The client shall owe the agency a commission. Unless agreed otherwise, this commission shall amount to 20 % of the model's fee, or of the cancellation fee, plus VAT.  
The agency shall not bear any liability arising from this arranged legal relationship. Any claims of the client against the model may not be offset against the agency's claim to a commission, nor shall the client be entitled to exercise a right of retention.
- (3) The client also shall owe the agency a commission for subsequent bookings as long as the model is represented by the agency. The client shall undertake to refrain from direct bookings which circumvent the agency.

### § 3 Details of Bookings

- (1) Options  
Options are reservations subject to a binding date. An option shall terminate if the client shall not make a confirmed booking no later than three workdays (by 6:00 p.m.) before the start of work or within one workday after being requested to do so by the agency. Saturdays and Sundays shall not be considered workdays. German calendar time shall apply.  
Options shall be noted down in the order in which they are received. If a client's option is not the first option for a specific model, the client shall be informed of his option's priority. If an option should lapse, subsequent options shall move up in priority.
- (2) Confirmed bookings  
Confirmed bookings shall be considered binding for both parties. At the client's request, the agency must confirm them in writing without delay, indicating essential details.
- (3) Weather-related bookings  
Weather-related bookings are only permissible at the model's place of residence and must be expressly denoted as such. Unless agreed otherwise, these shall be considered as referring to fair-weather bookings. If weather conditions are not as desired or if they are unforeseeable, the client may cancel the booking with the agency up to one hour before the agreed start of work. In this case, the cancellation fee shall amount to 50 % of the agreed model's fee.

### § 4 Cancellation

- (1) A confirmed booking can be canceled for cause. Cause for cancellation shall also be conditions which make the confirmed booking economically unacceptable. The agency must be informed of the cancellation without delay.
- (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 three days beforehand.
- (3) Should the cancellation be made before 12 noon, this day shall count in making the calculation. Saturday and Sunday shall not be considered workdays. German calendar time shall apply.
- (4) Bookings by the day or hour must be canceled 24 hours before the start of work.
- (5) If the model should make the cancellation, the agency shall make every effort, even calling in another agency if necessary, to find an adequate substitute for the client.
- (6) If the cancellation should be late or without cause, the agreed model's fee must be paid.

## **§ 5 Working Hours**

- (1) The working hours for a booking by the day shall amount to eight hours, for a half-day booking, four hours. Unless agreed otherwise, the working hours for a booking by the day shall begin at 9:00 a.m. and end at 6:00 p.m. with a one-hour break for lunch.
- (2) The working hours shall begin when the model meets the client at the agreed location at the agreed time. Preparations such as makeup and hair styling shall count as working hours.
- (3) Overtime shall be remunerated at 15 % of the agreed daily fee for each hour or part of an hour. If the working hours are exceeded by 30 minutes or less, this will be considered a favour and not put to account.
- (4) Travel together with the client from the hotel to the place of work (location) and back again shall be included in the working hours. Travel time amounting to a maximum of one hour per day shall be considered a favor and not put to account.

## **§ 6 Model's fee**

The model's fee shall include the daily fee and the buyout for rights of usufruct plus any VAT which may apply.

- (1) Fashion rate  
This shall include all photographs of clothing and accessories appurtenant to fashion (night-clothes, jewelry, stockings, shoes, hairdos, eyeglasses, etc.), which are designed in connection with fashion, insofar as this does not involve advertising.
- (2) Special fee  
Underclothes, corsets, nudes, consumer goods advertising, advertising with photographs at the fashion rate and advertising films shall require a separate agreement.
- (3) Half-day bookings and bookings by the hour  
The model's fee for half-day bookings shall amount to at least 60 % of the daily fee for models residing at the location. Half-day bookings and bookings by the hour shall always require a separate agreement for models who must travel to the place of work.

## **§ 7 Travel Expenses**

- (1) Recompense for days of travel  
The model's traveling to and from the location shall only be recompensed if it falls, in whole or in part, within the usual working hours for models. The recompense for days of travel shall amount to:  
up to 2 workdays:        1 daily fee  
up to 4 workdays:        · daily fee  
5 or more workdays:     no recompense for days of travel, unless the traveling time takes up an entire workday.
- (2) Travel expenses  
Models residing at, or not traveling to, the location shall not receive a refund for costs of overnight stays or accommodations. Except for half-day bookings or bookings by the hour, costs of transportation by taxi will only be reimbursed from the city limits.  
For all trips taken together with the model, the client shall bear the costs of travel, overnight stays and accommodations from the airport or train station from which the model departs. The remuneration shall be made in a lump sum conforming to the standard fiscal rate per workday or upon submission of the receipts.  
If the model should work for several clients at one location, the costs for each workday must be divided up accordingly.

## **§ 8 Terms and Conditions of Payment**

The model's fee, including cancellation fee, recompense for days of travel and travel expenses, shall be due upon receipt with no discounts. Travel expenses must be paid in the local currency or in German marks at the buying rate; other payments must be made in German marks.

## **§ 9 Complaints, Liability**

- (1) In the event of complaints, the client must inform the agency immediately and state the grounds for the complaint. Polaroid photographs must be taken to provide evidence for the complaint. The model must then be expressly released from the obligation to work. The model shall not be considered responsible for hair styling, styling and makeup. Proven client complaints shall revoke any obligation to pay for this model, including travel expenses. If photographs are nevertheless taken using the model, the client shall be considered as having waived all rights to complaint.
- (2) If the model should be to blame for arriving late (due to oversleeping, missing a flight, etc.), the model shall accordingly be obliged to work longer. If, owing to specific circumstances, this should prove to be partially or entirely impossible, then the model shall lose the proportionate claim to a daily fee on the basis of the

overtime rate.

- (3) The client must take out an appropriate insurance policy for models involved in particularly hazardous shots. If the agency was not expressly informed of the hazard at the time of booking, the model shall be entitled to refuse performance and shall receive a cancellation fee in the amount of 70 % of the entire fee which was agreed.
- (4) Further claims shall be subject to general statutory regulations. The model's liability as well as that of the agency, on any legal grounds whatever, shall be restricted to double the amount of the total fee, except in cases of gross negligence and wrongful intent.

#### **§ 10 Rights of Use**

- (1) Unless otherwise agreed, paying the agreed model's fee shall give the client exclusively all rights of use to the photographs for one year within the territory of the Federal Republic of Germany for the agreed use, the agreed product and the agreed form of use. The limit of one year shall begin at the time of first actual use, but no later than two months after the photographs were taken.
- (2) Any utilizations going beyond those listed above, in particular for posters, billboards, packaging, displays, videos, as well as any use of the model's name, shall require the express written consent of the agency. Digital storage of the photographs shall be prohibited as a matter of principal and may only be undertaken with express written consent stating the exact purpose.
- (3) Rights of use shall not be granted until the agreed buyout has been paid. Any utilization before the agreed amount has been fully paid shall be prohibited.

#### **§ 11 Final Provisions**

- (1) German law shall apply to all parties to these booking conditions, agency, client and model. Place of performance for all obligations arising from the bookings in connection with rights of use shall be the place of business of the agency.
- (2) The client shall undertake to make alterations or supplements to the bookings and deviations from these booking conditions only after previous consultation with the agency and shall refrain from enjoining the models to alter or make additions to the bookings during the days of work.
- (3) Should any individual provisions of these booking conditions be ineffective, this shall not affect the validity of the remaining provisions. In the place of the ineffective provision, that provision shall be considered agreed which best approximates the original intent and purpose. The same applies to filling loopholes in the contract.
- (4) Legal venue for fully qualified merchants (under the German Commercial Code), legal entities under public law and clients without a place of general jurisdiction in Germany shall be the place of business of the agency.

