



## Terms and conditions

### 1. Definitions.

'Assignment' means any services requested by the client in connection with any form of advertising, entertainment, leisure, marketing or public relations activities that it is proposed that the artiste undertakes.

"Client" means any third party individual, partnership, company or other organization or entity which contracts with the Company with a view to procuring the services of the artiste in respect of an Assignment.

"Company" means Kitsch Agency Limited, registered number 5513588

"Fees" means the sums due to the artiste from a Client in respect of an Assignment, less the Agency fee.

"Artiste" means yourself if you are over 16 or if under 16 the person with parental responsibility.

"Offer of Representation" means an offer made to an artiste by the Company to represent the artiste for the Term subject at all times to the Terms and Conditions below with a view to securing Assignments for Artistes.

"Representation" means the representation provided by the Company to the artiste upon acceptance of the Offer of Representation and these Terms and Conditions.

"Term" means the one year duration of Representation as accepted by the artiste.

"Online publication" means the Kitsch Agency Limited website.

### 2. Appointment

2.1 The Company shall operate at all times as an employment agency in accordance with the Employment Agencies Act 1973

2.2 The Company will, subject to the artiste's acceptance of its Offer of Representation and these Terms and Conditions, act as the artiste's agent and provide Representation to negotiate and conclude agreements with Clients in respect of Assignments.

### 3. The Artiste's Obligations

3.1 The artiste shall not without the consent in writing of a duly authorized representative of the Company expose, reveal or make public any information in connection with the business of the Company or these Terms and Conditions, all of which information is to be regarded by the artiste as of a strictly confidential nature.

3.2 The artiste warrants to the Company that he/she is entitled to accept the Company's Offer of Representation and that there is no existing written or oral agreement with any third party which conflicts with or is contrary to or in some way inhibits the rights granted to the Company.

3.3 The artiste shall whenever carrying out an Assignment do so to the best of his/her skill and ability and shall act at all times in a professional and courteous manner and in the best interests of the Company (which includes attending Assignments punctually)

3.4 The artiste shall comply with all the rules and regulations relating to health and safety, fire prevention or general administration which may be in place at the premises of a Client or at a location where an Assignment is being performed.

3.5 The artiste shall keep the Company informed of any significant changes in his/her appearance to include (but not limited to) notification of any change of hair style/colour, weight loss/gain or addition to tattoo or any other visible feature (such as a piercing)

3.6 The artiste undertakes to indemnify and keep fully indemnified the Company at all times from or against any actions, proceedings, claims, demands, costs (to include without prejudicing the generality of this clause, the legal costs of the Company), awards or damages howsoever arising directly or indirectly as a result of any breach or non-performance by the artiste of any of the artiste's obligations, undertakings or warranties as set out within these Terms and Conditions.

### 4. The Company Obligation

4.1 Subject always to the performance and strict observance by the artiste of all of the artiste's obligations hereunder the Company shall use all of its reasonable endeavors to secure Assignments suitable for the artiste. For the avoidance of doubt, the primary and often sole method by which the Company shall seek to secure Assignments for its artistes is by use of the Online Publication.



4.2 Prior to the Model's acceptance of the Offer of Representation made to him/her, the Model is invited and encouraged to inspect the Online Publication to ensure that he/she is fully aware of its features and attributes. The Online Publication can be accessed in limited form (for security reasons) at [www.kitschagency.com](http://www.kitschagency.com)

4.3 The Company shall provide the Representation to the artiste throughout the Term in such manner that its sole discretion believes is necessary in order to comply with its obligation as set out in 4.1 above.

#### 5. Notifications to the Artiste

5.1 The Artiste hereby confirms that the Company is permitted to charge the artiste for the work-finding services it provides, but that the only circumstances in which the Company shall do this are set out in 7.2 below. For the avoidance of doubt, the Company is not and will not charge the artiste for representation.

5.2 The Company confirms, further to 4.1, that the work-finding services it shall provide will primarily consist of the use of the Online Publication but may also from time to time include other associated services (such as direct marketing to Clients)

5.3 The Company's authority to act on the artiste's behalf extends only to the Company's attempts to procure Assignments for the artiste and to represent the artiste in order to achieve the same, but the Company has no authority to enter into Assignments with Clients on the artistes behalf without the artiste first having confirmed to the Company his/her agreement to so enter (in which case the artiste has granted the Company authority to enter into a contract with the Client on his/her behalf), and the Company has no authority to enter into any other contracts with Clients or third parties on your behalf.

#### 6. Payment in respect of Assignments

6.1 The Company will collect from the Client all gross income in respect of an Assignment including the Fees. The Company will then send to the artiste payment of the Fees by no later than the end of the seventh business day following the day on which the gross income was received by the Company (or if received by way of cheque made payable to the Company the day on which such cheque clears or, if not, it shall place such terms in a designated client account.

6.2 Where an Assignment is cancelled by the Client prior to its commencement the artiste will be entitled to receive the full Fees if cancelled within one working day of the intended start time provided the client pays the fees, if the assignment is cancelled earlier no fee will be payable unless received by the company.

#### 7. Artiste's Acknowledgment

7.1 The artiste hereby acknowledges that he/she understands that he/she is not making (or being asked for) any payment to the Company in respect of the work-finding services it may provide (subject to 7.2) or in respect of the Representation given to the Artiste by the Company throughout the Term as set out in its Offer of Representation or at all

7.2 Further, the artiste hereby acknowledges that the only payment he/she is required to make to the Company is a payment, which is equivalent to a reasonable estimate of the cost to the Company of establishing, maintaining and operating the Online Publication (and for arranging inclusion of the artiste's profile thereon) The artiste also acknowledges that the significant proportion of the costs to the Company in administering the Online Publication are incurred during year one of the term, but that ongoing costs are incurred in subsequent years.

7.3 The artiste hereby acknowledges that nothing in these Terms and Conditions, or any conduct of the parties, shall create or be deemed to create or imply the relationship of employer and employee between the Company and the artiste.

7.4 The artiste hereby acknowledges that, subject to 4.1 above, the company is not in a position to guarantee assignments, nor does the artiste expect the Company to do so.

7.5 The artiste confirms that he/she consents for his/her photograph(s) and/or image(s) and relevant information submitted by the artiste to the Company to be posted on the online publication or on any other web-site operated by the Company from time to time, and those such postings shall be made without reference to the artiste.

#### 8. Termination

8.1 Without prejudice to any other remedy or right available to it the Company shall be entitled to terminate its Representation of the artiste at any point during the Term with immediate effect, and to remove the artiste from the Online Publication, in the event that the artiste is in breach of any of his/her obligations within these Terms and Conditions



8.2 The artiste shall be entitled to terminate the Representation of him/her at any point during the Term by giving one month's notice in writing save for the condition that the artiste shall be required to complete any Assignment agreed with him/her prior to notification of termination.

#### 9. General

9.1 No variation to these Terms and Conditions shall be binding unless agreed in writing between an authorized representative of the Company and the artiste.

9.2 Any representations made by the Company or any of its employees, sub-contractors or agents (or artistes) concerning the business of the Company, its Clients or any Assignment shall not be incorporated into these Terms and Conditions unless evidenced by the Company in writing.

9.3 Further to 7.4, and in addition thereto, the artiste hereby confirms that he/she is not relying upon any representation and even if so hereby waives any claim for breach of such representation unless evidenced in writing as referred to in 8.2 above.

9.4 If any clause or provision of these Terms and Conditions shall be held to be invalid or unenforceable by a court or competent jurisdiction then the remainder of these Terms and Conditions will not be affected and shall remain in force.

9.5 Any notice or other communication made by the artiste to the Company shall be in writing and delivered by hand, post or facsimile to the Company's registered office.

9.6 Nothing in these Terms and Conditions shall be construed as constituting a partnership or joint venture between the parties.

9.7 No waiver by either party of any breach of these Terms and Conditions shall be considered as a waiver of any other breach of the same or any other provision.

9.8 These Terms and Conditions shall be governed by the laws of England and subject to the exclusive jurisdiction of the English courts.

#### 10. Agency fees

10.1 The Agency will take commission from any photographic modeling, telegraphic assignments, casting /audition, wardrobe fitting, buyout fees and chaperone fees. Commission will be deducted at 25% of the invoice total. VAT and any agreed expenses where the client has agreed to cover travel will be added where appropriate.