

Gap Models

Model Terms & Conditions

1) Definitions

The following expressions shall have the following meanings:

1.1 “Agent” means Gap Models Limited (Registered Number 9004671) of Unit 4, Joiners Court, 418 Oakleigh Road North, Whetstone, London, N20 0RW.

1.2 “Model” means person who is seeking an Assignment and accepts the Agent’s Offer of Representation.

1.3 “Client” means any third party, individual, partnership, company or other organisation or entity which contracts with the Agent with a view to procuring the services of the Model in respect of an Assignment.

1.4 “Assignment” means any services requested by a Client in connection with any form of advertising, entertainment, leisure, marketing or public relations activities that it is proposed that the Model undertakes.

1.5 “Offer of Representation” means an offer made to a Model by the Agent to represent the Model for the Term subject at all times to the Terms and Conditions below with a view to securing Assignments with Clients.

1.6 “Term” means the duration of Representation as accepted by the Model as agreed between the Model and the Agent.

1.7 “Representation” means the representation provided by the Agent to the Model upon acceptance of the Offer of Representation and these Terms and Conditions.

1.8 “Terms and Conditions” means the terms and conditions as set out in this document and any subsequent terms and conditions agreed in writing by the Agent.

1.9 “Fees” means the sums due to the Model from a Client in respect of an Assignment.

1.10 “Agreement” means the contract between the Agent and the Model for agency services incorporating these Terms and Conditions.

1.11 “Model’s Image” includes any 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, drawings or material of any other nature including electronic imaging for all known or anticipated purposes.

1.12 “Regulations” means The Conduct of Employment Agencies and Employment Businesses Regulations 2003.

2) General

2.1 These Terms and Conditions shall apply to the Agreement for Representation and shall supersede any other documentation or communication between parties.

2.2 Any variation to these Terms and Conditions, must be agreed in writing by the Agent.

2.3 These Terms and Conditions shall be attached to any Offer of Representation and signed and returned to the Agent by the Model.

2.4 Nothing in these Terms and Conditions shall prejudice any condition or warranty, express or implied, or any legal remedy to which the Agent may be entitled, by virtue of any statute, law or regulation.

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

2.6 The Agent is acting in the capacity of an employment agency.

3) Offer of Representation

3.1 The Offer of Representation is attached to these Terms and Conditions.

3.2 The Offer of Representation shall remain valid for acceptance.

3.3 The Offer of Representation must be accepted by the Model in its entirety.

4) Appointment as Agent

4.1 The Agent shall operate at all times as an employment agency in accordance with the Employment Agencies Act 1973.

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

4.3 The Model does not appoint the Agent as sole and exclusive agent and is permitted to contract, negotiate or register with other agents.

4.4 The Model grants the Agent sole authority on behalf of the Model to collect and receive all gross income arising out of any Assignment undertaken by the Model during the Term and also after the expiry of the Term to the extent that such gross income arises out of any Assignments negotiated by the Agent during the Term.

5) Payment of Fees

5.1 Further to Condition 4.4 above, the Agent will collect from the Client all gross income in respect of an Assignment.

5.2 The Agent will deduct any promotional expenses from the gross income received if appropriate and the Model will receive the remainder as the Fees.

5.3 The Agent will then, pursuant to the Regulations, send the Model payment of the Fees within 15 days beginning with the day the gross income was received by the Agent.

5.4 Any Fees held by the Agent are held as trustee for the Model and the Agent shall honour all of the Model's rights in respect of those Fees as set out in the Regulations.

5.5 Where an Assignment is cancelled by the Client prior to its commencement the Model will be entitled to receive 75% of fees if cancelled within one working day of the intended start time (unless the Model is rebooked for an Assignment of reasonable equivalence within 24 hours in which case you will receive half the Fees), half of the Fees if cancelled within two working days of the intended start time but no Fees if cancelled earlier than that.

5.6 The Model hereby acknowledges that there are no fees to join the agency and no fees payable before registration.

5.7 The Model hereby acknowledges that there is a website administration fee. This is taken out in instalments of £25.00 from the first 2 PAID jobs with the agency. This allows for the administration team to re-size the photographs, upkeep the information (i.e. statistics) create an individual URL and add new photographs for as long as you are with the agency.

5.8 The Agent is not obligated to pay model fees prior to payment by the client. The client may take an indefinite period to pay but is requested to make payment normally within 30 days month of invoice.

5.9 The Agent will not be liable for any outstanding fees to the model in the event of indefinite delayed payment by the client for whatever reason.

5.10 The Model is self employed and personally responsible for the payment of income tax, National Insurance contributions and other statutory deductions and where appropriate value added tax. The Agency will not be reliable for any Model's failure to complete any of the above mentioned. All VAT registered models are responsible for sending in VAT invoices within 30 days of all assignments. The model will invoice the Agent with any necessary VAT amount on completing the contract in order to receive payment.

5.11 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.

5.12 The fee negotiated by the Agency is the model's fee from which an agency commission will be deducted at 33% of the invoice total. Both the Agency fees and model fees will be invoiced by the Agency. Unless otherwise agreed at the time of booking the model disbursement is included at 67% and the agent's fee at 33% of the invoice total.

6) Model Obligations

6.1 The Model shall, at all times, act in a professional and courteous manner and shall attend all Assignments on time.

6.2 The Model shall carry out every Assignment to the best standard of ability and skill.

6.3 The Model shall comply with all 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 conducted.

6.4 The Model shall keep the Agent informed of any significant changes in appearance to include, but not limited to, notification of any change of hair style or colour, or the addition of any tattoo or any other visible feature such as a piercing.

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

6.6 The Model shall take all reasonable steps to be available to work regularly on Assignments but acknowledges that the Agent cannot guarantee that such Assignments can be secured and has made no representations to this effect.

6.7 The Model consents for the Agent to use any relevant photographs, images or other information relating to the Model to secure Assignments.

6.8 The Model hereby acknowledges that nothing in these Terms and Conditions, nor any conduct of the parties, shall create or be deemed to create or imply the relationship of employer and employee between the Agent and the Model.

6.9 The Model on being given the contract by the Agent, must complete the contract in full for the contracted fee otherwise the Model will be liable for any losses incurred.

6.10 The Model must give at least 7 working days' notice to the agency to withdraw from an assignment, which has been booked by a client. The model shall be liable for any extra costs that have been incurred by the Agent, the client or other models as a result or failure to comply with condition 6. It is the Models responsibility to be available for the duration of the assignment. If a model fails to complete an assignment for any reason other than illness (to be evidenced by a medical certificate) then the model may be liable to pay for costs or losses incurred.

6.11 The Model model who accepts an assignment from a client introduced to the model by the Agent shall be liable to pay the Agent 50% of the modelling fee which the model receives.

6.12 The Model will not at any time during any Assignment nor for 6 months

thereafter directly or indirectly interfere with, solicit or entice any of the Agencies Clients or persons with whom the Agent were in consultation. In the event of the model being in breach of this clause, the Agency will be entitled to recover from you any fees which the Agent would have been paid by the client had the employment by the Agency's client been arranged by the Agency. The model must immediately notify the Agency of any direct offer of employment by a client of the Agency for whom the model has carried out an assignment.

7) Agent Obligations

7.1 The Agent shall use all reasonable endeavours to secure suitable Assignments for the Model.

7.2 The Agent shall provide the Representation with skill, care and in accordance with the recognised codes of practice and statutory obligations.

7.3 The Agent shall take all reasonable steps to ensure Clients and other workers involved in Assignments are professional and courteous but cannot be held responsible for the conduct of any third parties.

7.4 The Agent confirms that the only type of work it will find or seek to find the Model will be an Assignment.

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

7.6 The agent will contact the Model and offer a contractual assignment as a conditional verbal description. Upon accepting, the Model is liable to fulfill this contract in full. The Agent will supply to the "Best of Knowledge" assignment details of the said contract via email and/or post. Details such as Time, Location, Date, Restrictions, Wardrobe, Working Hours, Model Fee and Usage Fee information. Each contract cannot be applied to any other offers past or present.

8) Termination

8.1 The Agreement shall continue until the agency services have been provided in terms of the Offer of Representation or any subsequent date as mutually agreed in writing by both parties or until terminated by either party in accordance with these Terms and Conditions.

8.2 The Agent shall be entitled to terminate the Representation of the Model for any reason at any point during the Term by giving 30 Days notice in writing.

8.3 The Model shall be entitled to terminate the Representation at any point during the Term by giving 3 months notice in writing save for the condition that the Model shall be required to complete any Assignment agreed prior to

notification of termination.

8.4 The Model may terminate the Agreement if the Agent fails to comply with any aspect of these Terms and Conditions and this failure continues for a period of 52 weeks after notification of non-compliance is given.

8.5 Either party may terminate the Agreement by notice in writing to the other if:

8.5.1 the other party commits a material breach of these Terms and Conditions and, in the case of a breach capable of being remedied, fails to remedy it within a reasonable time of being given written notice from the other party to do so; or

8.5.2 the other party commits a material breach of these Terms and Conditions which cannot be remedied under any circumstances; or

8.5.3 the other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect; or

8.5.4 the other party ceases to carry on its business or substantially the whole of its business; or

8.5.5 the other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors, liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

8.6 Any rights to terminate the Agreement shall be without prejudice to any other accrued rights and liabilities of the parties arising in any way out of the Agreement as at the date of termination.

9) Warranty

Both parties warrant their authority to enter into this Agreement and have obtained all necessary approvals to do so.

10) Limitation of Liability

Nothing in these Terms and Conditions shall exclude or limit the liability of the Agent for death or personal injury, however the Agent shall not be liable for any direct loss or damage suffered by the Model or any third party howsoever caused, as a result of any negligence, breach of contract or otherwise in excess of the sum insured under the professional indemnity insurance policy held by the Agent in the insurance year in which the Model's claim is first notified.

11) Indemnity

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

12) Grievances

12.1 The client has the right to contact the Agent with details of any grievances that they feel applicable to that model(s) on that assignment. The client in their discretion may reduce the payment of the models fee.

12.2 The Agent at their discretion, can instigate legal proceedings (court summons, solicitors letters etc) against a non-paying client for any assignment. The incurred legal fees will be deducted from any resulting payment on a proportional basis by both model(s) and the Agent for that assignment. The proportion liable will be calculated in respect of the relative model fee and the Agent's agency fee for that invoiced assignment. For example if the model fee is 67% and the Agent agency is 33% of the total invoice, the proportion of the legal fees incurred is charged at 67% to the model and 33% to the Agent.

13) Force Majeure

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations.

14) Assignment

The Model shall not be entitled to assign its rights or obligations or delegate its duties under this Agreement without the prior written consent of the Agent.

15) Third Party Rights

Nothing in these Terms and Conditions intend to or confer any rights on a third party.

16) Severance

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

17) Waiver

The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions.

18) Notices

Any notice to be given by either party to the other may be served by email, fax, personal service or by post to the address of the other party given in the Offer of Representation or such other address as such party may from time to time have

communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent, if sent by fax shall be deemed to be served on receipt of an error free transmission report, if given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by post shall be deemed to have been delivered in the ordinary course of post.

19) Reproduction Rights

All images and details reproduced in association with the Agent are supplied by the individual model and/or their associates and with the full permission and consent of the individual model/associates. The Agent cannot be held responsible for any loss howsoever caused by the model misrepresenting themselves in any way. The model/associates is solely responsible for obtaining all the necessary copyright permits to reproduce their images in association with The Agent. The Agent cannot be held responsible whatsoever for any copyright infringements however caused or associated. All images and details reproduced are taken in good faith from the models/associates by The Agent.

20) Non-Disclosure of Trade Secrets

The model will not at any time, whether during the currency of this agreement or at any time after the termination thereof, divulge any information to any person, organisation or other Agency.

21) Entire Agreement

These Terms and Conditions supersede any previous agreements, arrangements, documents or other undertakings either written or oral.

22) Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the law of England and Scotland and the parties hereby submit to the exclusive jurisdiction of the English and Scottish courts.