



General Terms and Conditions of Business

January 1st 2009

1. Validity

These General Terms and Conditions of Business apply both to this booking and to all subsequent contractual arrangements between the two Parties. Where contrary conditions exist, wondercast's terms and conditions shall have sole and exclusive validity.

2. Booking

Unless the client objects immediately in writing, the booking of a model becomes valid once written confirmation of the booking has been furnished by the wondercast Agency (hereinafter referred to as "the Agency").

3. Fee

The fee includes the payment to the model for the hours worked. The fee will be arranged by the Agency with each client individually.

For providing a model or performer with work the Agency receives commission amounting to 20% of the agreed fee or €100, whichever is the larger, plus the statutory rate of VAT.

The models have contracted the Agency both to find work for them and also to do the fee invoicing. The fee is due for payment as soon as the work ends and must be paid exclusively to the Agency.

4. Working Hours

1 day = 8 hours photography 10 hours film work
½ day = 4 hours photography 5 hours film work

Overtime will be charged, after a 60-minute period of grace, at 15% of the basic fee per commenced hour.

5. Buyout

Buyout (or also copyright) is the acquisition of the rights to [the model/performer's] own image in order to market it for his or her own purposes. The buyout will be invoiced separately in the name and on behalf of the model. The price charged for the buyout will be agreed with each client individually. Payment for the buyout is due along with the fee payment, and at the latest on the day of publication.

As well as finding work for them, the models have contracted the Agency to carry out the whole buyout management process. This includes not only negotiations over the cost thereof but also monitoring marketing together with the client or user of the acquired rights, including any subsequent contracts which may come about. The models may not furnish the client with a buyout waiver declaration without first consulting the Agency. Any waiver declaration must be furnished at the latest on submission of the invoice. If the client should nevertheless demand a direct waiver declaration from the model and the model signs said waiver declaration against his or her better judgment, the Agency reserves the right to pursue a claim for any resultant damages in a court of law.

6. Optional Bookings

Option bookings are binding [on the Model] as regards the time and date, but are provisional and with no guarantee. Option bookings lapse if they are not converted by the client into firm bookings at least 48 hours before the start of production.

7. Firm Bookings

Firm bookings are binding. If a client cancels a firm booking one working day [or less] before the agreed production date he shall be liable to pay the fee in full and is obliged to make said payment immediately. If a client cancels a firm booking less than three but more than one working day before the agreed day of production he shall immediately be liable to pay 50% of the agreed fee.

8. Liability

The Agency assumes no liability for the non-availability or non-appearance of a model. Any claims arising in this respect should be asserted directly against the model. In the event of the model being unable to turn up due to illness or accident, etc., the Agency will endeavour to find a short-term replacement but is not under any obligation to do so. The Agency shall only be liable in other respects in case of wilful action or gross negligence.

9. Safeguarding Clause

Should any individual provision of these General Terms and Conditions of Business prove invalid this shall not lead to the invalidity of the General Terms and Conditions of Business as a whole.

10. Place of Jurisdiction

The place of jurisdiction is Hamburg.