



## GENERAL TERMS AND CONDITIONS FOR BOOKING MODELS

### Section 1: General

These general terms and conditions (GTC) apply to all contractual relations between the Wondercast agency and its contracting partners. The adoption of conflicting GTC by the contracting partner is hereby rejected even at this stage, unless expressly agreed otherwise in writing in a particular case.

### Section 2: Bookings

The agency shall make statements to the client in the name of and on behalf of the model. A client shall be defined as anyone who books with the agency, unless expressly agreed otherwise in writing at the time of booking.

The booking of a model shall not become binding until written booking confirmation has been issued by the agency.

### Section 3: Fee

The model fee shall comprise the daily fee and the fee for rights of use, plus any VAT (sales tax) that may apply.

The client shall owe the agency a commission. Unless agreed otherwise, this commission shall be 20% of the agreed fee or of the cancellation fee and the fee for rights of use, although at least EUR 100.00 plus VAT.

The client also shall owe the agency a commission for subsequent bookings and buyouts for as long as the model is represented by the agency. The client undertakes not to make direct bookings that bypass the agency. Any violation of this obligation shall result in a claim for compensation by the agency against the client.

Invoices are issued by the agency in the name of and on behalf of the model. The fee becomes due when the invoice is received. Payment with full satisfaction of debt may only be made to the agency.

### Section 4: Booking conditions

#### Options

Options are reservations subject to a binding date. An option shall lapse if the client does not make a confirmed booking no later than three working days (by 6.00 p.m.) before the start of work or within one working day after being requested to do so by the agency. Saturdays and Sundays are not considered to be working days. German time shall apply.

Options shall be recorded in the order in which they are received. If a client's option is not a first-level option, the client shall be informed of the option's priority. If an option lapses, the next options shall move up in priority.

#### Confirmed bookings

Confirmed bookings are binding for both parties. At the client's request, the agency must confirm them in writing without undue delay, indicating the key details. If the client cancels a confirmed booking one working day before the agreed production date, the full fee is payable.



If the client cancels a confirmed booking less than three but more than one working day before the agreed production date, 50% of the agreed fee is payable. If the model should make the cancellation, the agency shall make every effort to find an appropriate substitute for the client, if necessary by involving other agencies. The agency does not have any more extensive liability.

### **Weather-related bookings**

Weather-related bookings are only possible at the model's place of residence and must be expressly indicated as such. Unless agreed otherwise, these refer to fair-weather bookings. If weather conditions are not as desired or if they are unpredictable, the client may cancel the booking with the agency free of charge up to two workdays before the agreed production date. One workday before the production date the cancellation fee shall be 50% of the agreed model fee and if cancelled less than 24 hours before the agreed calltime, the cancellation fee will be 100% of the model fee.

### **Section 5: Working hours**

Photo shoot: The working hours for a booking by the day shall be eight hours. For a half-day booking, they shall be 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.

Film shoot: The working hours for a booking by the day shall be ten hours. For a half-day booking, they shall be five hours. Unless agreed otherwise, the working hours for a booking by the day shall begin at 9.00 a.m. and end at 8.00 p.m., with a one-hour break for lunch.

The working hours shall begin when the model arrives at the agreed location to meet the client at the agreed time. Preparations such as make-up and hairstyling shall count as working hours.

Overtime shall be paid at 15% of the agreed daily fee for each hour or part of an hour, at a minimum of 120 € for each hour.

Travel together with the client from the hotel to the place of work (location) and back again shall be included in the working hours.

### **Section 6: Travel expenses**

#### **Compensation for days of travel**

The model's travel to and from the location shall only be compensated if it falls, in whole or in part, within the usual working hours for models. Compensation for days of travel shall be:  
up to two working days: one daily fee,  
up to four working days: half of the daily fee,  
five or more working days: no compensation for days of travel, unless the travel time takes up an entire working day or more.

#### **Travel expenses**

Models residing at or not traveling to the location shall not receive reimbursement of costs for accommodation and board. Apart from half-day bookings or bookings by the hour, taxi costs will only be reimbursed from the city limits.

For all trips taken together with the model, the client shall bear the costs of travel,



accommodation and board from the airport or train station from which the model departs. The costs shall be reimbursed either as a lump sum in line with the standard fiscal rate per working day, or upon submission of the receipts.

If the model should work for several clients at one location, the costs for each working day must be split accordingly.

## Section 7: Liability

The agency does not accept any liability for cancellation on the part of the model or failure to appear. Any claims must be addressed directly to the model. In the event that it is impossible for the model to appear (due to illness, accident, etc.), the agency will endeavour to find a replacement at short notice, without this giving rise to any obligation on the part of the agency. In all other respects, the agency's liability is limited to wilful intent and gross negligence, and is restricted to double the amount of the commission for the particular order.

In the event of complaints, the client must inform the agency immediately and clearly state the grounds for the complaint. The client shall not be required to pay in the event of justified complaints for which the model or agency is responsible and which can be proved by the client. If photographs are nevertheless taken using the model, the client shall be considered as having waived all rights to complaint.

The client must take out an appropriate insurance policy for any model involved in shots that pose a risk to the model's health and safety. If the agency was not expressly informed of the risk at the time of booking, the model shall be entitled to refuse performance without any adverse effect on entitlement to the fee.

## Section 8: Rights of use

Unless expressly agreed otherwise, paying the agreed model fee shall give the client exclusive rights of use to the photographs for one year within the territory of the Federal Republic of Germany for the agreed purpose, the agreed product and the agreed form of use. The limit of one year shall begin at the time when the photographs are actually used, but no later than two months after they were taken.

Any utilisation beyond this, in particular for posters, billboards, packaging, displays and 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 only be permitted on a temporary basis and to implement the agreed purposes of the contract.

Any rights of use that are granted are subject to payment in full of the agreed fee, including costs and expenses.

## Section 9: Severability clause

Should individual provisions of these GTC be or become ineffective, this shall not affect the effectiveness of the other provisions. In the place of the ineffective provision, that provision shall be considered agreed which approximates the purpose most closely.



## Section 10: Amendments to the booking conditions

Any and all amendments or additions to the bookings shall be agreed exclusively with the agency. The client must not urge the models or actors to alter the bookings or make additions during the working days without consulting the agency in advance.

## Section 11: Final provisions

German law shall apply. Place of performance is the agency's place of business. Place of jurisdiction is, to the extent permitted under the law, the agency's place of business.

Date: December 14th 2015