

BOOKING TERMS AND CONDITIONS

1. General terms and conditions

- 1.1 Unless expressly stipulated otherwise in writing, the terms and conditions below are applicable to each and every agreement concluded by and between the client and Elvis Models in pursuance of which models registered with Elvis Models are used.

2. Fees

- 2.1 The services of a model or another person made available to the client by Elvis Models are determined by Elvis Models and are calculated on the basis of an hourly, half-daily or daily fee.
- 2.2 All fees and surcharges are excluding agency commission and VAT. Elvis Models charges a commission of 20% over the total fees and surcharges payable by the client and turnover tax over the same in accordance with the statutorily established rate.
- 2.3 Unless stipulated otherwise in writing with the client the following particularities are applicable.
- a. Hourly fee:
For bookings of one hour a surcharge of € 25.00 is charged in addition to the stipulated hourly fee.
 - b. Half-daily fee:
Half a day consists of 4 hours and must end at 13:00 o'clock or must start at 14:00 o'clock on any day.
 - c. Daily fee:
Unless the hourly or the half-daily fee has expressly been stipulated, the daily fee shall be charged regardless of the time that the model or other person was made available to the client by Elvis Models, with a maximum of 8 hours.
 - d. Overtime:
Daily bookings for photography amount to a maximum of 8 working hours.
Daily bookings for film amount to a maximum of 10 working hours.
Overtime is charged on the basis of the current hourly fee of the model.
Hours and overtime for activities that take place between 00:00 o'clock and 08:00 o'clock are charged at twice the standard hourly fee per model.
 - e. Fitting and rehearsals:
Activities for the preparation of the recordings, e.g. rehearsals, fittings, and the like, are charged at 50% of the hourly fee, if they take less than two hours. After that the full hourly fee is charged.
 - f. Travel expenses:
The travel expenses for bookings outside of Utrecht must be reimbursed in full by the client on the basis of a first-class train ticket of the Royal Dutch Railways. Travel expenses for models residing or staying abroad are charged in full. Costs for foreign trips must be paid by the client in advance.

3. Surcharges

- 3.1 The surcharge fees are communicated to the client by Elvis Models on request and are applicable if:
- a. Activities take place between 00:00 o'clock and 08:00 o'clock (surcharge of twice the standard fee).
 - b. The model appears in commercials, shows, films, video recordings or on television or on, among other things, posters, displays (whether or not in stores), bus shelters, billboards, internet, placards, bills, stickers, postcards, boomerang cards, show cards, calendars, labels, packaging, window posters, images on trams and busses and in general any and all use of the material that in terms of format or design deviates from the use stipulated by and between the client and Elvis Models.
 - c. The material is used in more than one country.
 - d. The material is used for more than one medium.
 - e. The material is used for more than one subject matter.
 - f. Lingerie, underwear and foundations:
For activities and/or recordings in foundations, lingerie or underwear a surcharge of 50% in addition to the stipulated fee is charged per model.
 - g. Nudity:
Partially or fully nude photo-shoots are prohibited unless the client and Elvis Models have reached prior agreement about this in writing. A minimum surcharge of 1 hour is charged for nude photography. In addition a surcharge of 100% in addition to the stipulated fee is charged.
 - h. Casting:
When models are asked for a casting additional costs shall not be charged unless it regards 15 models or more. In that case a surcharge of € 100.00 is payable.
 - i. Travel time:
In case of activities outside of Utrecht the travel time in full hours is charged at 50% of the stipulated hourly fee. In case of bookings for a full day travel time is not passed on. In case of bookings of 5 or more days the travel time expires.
- 3.2. If any surcharge is payable per calendar month or other term the client must pay the applicable surcharge in full, even if the facility or material is not used for the full duration of the term.
- 3.3 The surcharge and the associated term takes effect as from the booking date, unless stipulated otherwise with Elvis Models in writing.

4. Unauthorised use of material

Without prior announcement by the client followed by the approval in writing of Elvis Models the client shall not be authorised to any use of the material other than previously stipulated. Any and all use that in terms of format, design, duration, medium, geographic scope or otherwise deviates from that which has been stipulated between Elvis Models and the client is strictly prohibited. If the client intends to use the material in a manner other than stipulated by and between Elvis Models and the client then the client must submit a written request to Elvis Models on which Elvis Models shall reach a decision by return of post. It goes without saying that additional fees and/or surcharges are applicable to each and every additional use allowed by Elvis Models. If the client makes use of material in a manner that has not previously been stipulated without the approval of Elvis Models then the client is liable to pay a penalty to Elvis Models equal to 3 times the applicable fee that would have been charged if Elvis Models would have timely been informed of the intended use, without prejudice to the liability of the client vis-à-vis possibly prejudiced third parties.

5. Options and Bookings

- 5.1 Options on models must be confirmed as a booking 24 hours prior to the start of the possible booking. Bookings prevail over options but in consultation with the party who placed the first option. The first party with an option shall need to decide.
- 5.2 With regard to the duration of the assignment that which is indicated on the work slip signed by the client or photographer is applicable between the parties. If the work slip is incomplete or absent, the invoice shall be decisive.

6. Cancellation costs

- 6.1 If the client, prior to the stipulated booking time, proceeds with cancellation of the assignment, the following costs are charged on the basis of working days. The cancellation costs are also applicable when the cancellation can by no means be blamed on or allocated to the client.
 - a. No costs with the exception of travel expenses:
Cancellation 48 hours prior to the booking of models residing in the Netherlands, 72 hours prior to the booking for models residing abroad.
 - b. 50% plus travel expenses:
Cancellation 24 hours prior to the booking of models residing in the Netherlands and abroad.
 - c. 100%:
Cancellation on the booking date. The client is held to pay the stipulated fee and travel expenses in full.
- 6.2 In case of several days' bookings the notice period equals the booking with a minimum of two full working days. If this time limit is not observed then the client is held to pay the full fee and possible surcharges and travel expenses.
- 6.3 Options must be confirmed by the client to Elvis Models in writing at least two full working days prior to the start of the relevant booking time. If this time limit is not observed then the option automatically expires, without further notice of Elvis Models being required.

7. “Good Weather” Booking

If the client expressly stipulated with Elvis Models that the booking exclusively takes effect in case of a specific type of weather then the client is entitled to cancel this kind of booking once without being held to pay any fee or costs. In case of a second cancellation the client is held to pay half of the fee. After that the client is held to pay the full fee, regardless of the time that has expired since the previous cancellation.

8. Payment

8.1 Elvis Models despatches an invoice to the client for the payable amount.

8.2 If the client does not submit a written complaint supported by reasons within 8 days after the date of the invoice, then the client is deemed to fully agree with the content of the received invoice. The client shall in that case no longer be entitled to suspend its obligations on account of a possible complaint.

8.3 The payable amount must be credited by the client to the bank account of Elvis Models within at the latest 15 days after the date of the invoice.

8.4 The client remains liable for the timely payment of the invoice, also when the client has outsourced payment to a third party.

8.5 If the payment of the invoice does not take place within the time limit of 14 days after the date of the invoice Elvis Models shall, without further notice of default being required, be entitled to charge a default interest rate of 1.5% per month over the payable principal amount in the course of which parts of a month are calculated as a full month.

8.6 Extrajudicial costs are payable by the client, without any demand or notice of default being required, in all instances where the model and/or Elvis Models needs to rely on a legal expert for the collection of the claim or the enforcement of its rights.

8.7 The client shall only be entitled to use the created recordings after payment of the thus payable amounts has taken place.

9. Liability

Elvis Models shall not be liable for damages that might arise when the model does not or defectively comply with any arrangement, whether or not made through the intermediary services of Elvis Models, by and between the client and the model. The client shall be liable vis-à-vis the model and/or Elvis Models for all damages that might originate from an assignment.

10. Complaints about the model / rejection

In case of a justified complaint of a client a claim of Elvis Models shall be discussed. Condition is, however, that the client forthwith submits the complaint supported by reasons and, where possible, evidence. The model must immediately be rejected by the client. The complaint must forthwith be communicated to Elvis Models in writing by means of a registered letter and can only be processed if it has been received by Elvis Models. The address is as follows:

Elvis Models BV
Warmoesstraat 56G

1012JG AMSTERDAM
The Netherlands

10. Dispute settlement rules

Dutch law is applicable to all disputes originating from the present terms and conditions and must be brought to the cognisance of the competent court in Amsterdam.

Elvis Models is registered with the Chamber of Commerce under number 71005226

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Changes reserved.