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Elvis Models B.V.

1. General terms and conditions

1.1

These general terms and conditions apply to every agreement between Elvis Models B.V. (hereinafter referred to as: "ELVIS Models") and a client (hereinafter referred to as: "the Client") whereby use is made of one or more models/persons for whom ELVIS Models intermediates (hereinafter referred to as: "the Model");

2. Rates

2.1

The services provided by ELVIS Models for the benefit of the Client are recorded by ELVIS Models and charged on the basis of an hourly rate (and as an exception) an overtime rate, a half daily rate, or a daily rate;

2.2

All rates and surcharges include agent commission and exclude VAT;

2.3

Unless otherwise agreed in writing with the Client, the following provisions apply;

a. Hourly rate

A surcharge of €50 excluding VAT is charged extra over the agreed hourly rate for bookings of one hour;

b. Half Daily Rate

A half day consist of 4 hours and must end at 13.00 hours, or as the case may be start at 14.00 hours on any day;

c. Daily Rate

Unless the hour or half daily rate is expressly agreed the daily rate will be charged to the Client, regardless of the time when the Model has been made available to the Client. A working day is taken to mean 8 hours (with the exception of commercials).

d. Extra hours

Day bookings for photography amount to a maximum of 8 working hours. Day bookings for commercials amount to a maximum of 10 working hours. Extra hours will be charged on the basis of the standard overtime rate of the Model applicable in that case. Hours and extra hours for work that take place between 00.00 hours and 08.00 will be charged at twice the hourly rate of the Model concerned applicable in that case;

e. Fitting and rehearsals

Regarding the payment for work for the preparation of the recordings, such as rehearsals, continuous fittings and suchlike, the first two hours will be charged at 50% of the agreed hourly rate. The full agreed hourly rate will be charged for all hours over and above this. If no hourly rate has been agreed and a (half) Daily Rate has been agreed instead, the standard hourly rate of the Model applicable in that case will be charged;

f. Travel and accommodation costs

The travel and accommodation costs of Models who live or stay in the Netherlands for bookings that take place in the Netherlands, but outside Amsterdam, must be paid for in full by the Client at the second class rate of Dutch Railways (Nederlandse Spoorwegen). Travel and accommodation costs for Models who live or stay abroad must be paid in full by the Client. This also applies to the travel and accommodation costs of Models who live or stay in the Netherlands and for bookings abroad. The costs of foreign trips must be paid by the Client in advance;

3. Surcharges

3.1

Surcharge rates apply in the following cases. These rates will be made known by ELVIS Models upon first request from the Client:

a. Work that takes place between 00.00 hours and 08.00 hours will be charged at twice the standard hourly rate of the Model concerned applicable in that case;

b. If the Model appears or is pictured in commercials, shows, film, television or video recordings in inter alia posters, displays (whether or not in shops), bus shelters, billboards, the internet, bills, placards, stickers, postcards, boomerang cards, show cards, calendars, labels, packaging, window posters, images on trams and buses and in general every use of the materials that with regard to the format or design derogates from the use agreed between ELVIS Models and the client;

c. If the materials are used in more than one country;

- d. If the material is used for more than one medium;
- e. If the material is used for more than one design;
- f. For work and/or recordings in swimwear, lingerie or underwear, a surcharge of 50% over the agreed rate will be charged calculated for each Model;
- g. Taking naked photos in which the model is partial or completely unclothed is prohibited, unless the Client and ELVIS Models have reached agreement in advance and in writing regarding this. Furthermore, a minimum surcharge of 1 hour of the standard hourly rate of the Model concerned applicable in that case will be charged for naked photography. A surcharge of 100% over the agreed rate is also charged for this;
- h. No extra expenses will be charged if a Model is asked for any casting shots unless this concerns 10 or more Models simultaneously. In that case a surcharge of €200 will be owed;
- i. In the event of work outside Amsterdam the travel time will be charged in full hours at 50% of the agreed hourly rate and in the absence thereof the standard hourly rate of the Model concerned applicable in that case; No travel time will be charged for daily bookings, unless the daily booking is abroad;

3.2

If a surcharge is owed for a specific period the Client must pay the entire surcharge, even if the facility or the materials are not used during the entire period;

3.3

The surcharge and the period attached thereto start with the commencement of the use or the publication date, unless otherwise agreed in writing with ELVIS Models;

4. Unauthorised use of materials

4.1

The Client is not entitled to any use of the materials other than that agreed in advance. This prohibition also concerns every use that with regard to format, design, duration, medium, geographical scope, or otherwise, derogates from that which has been agreed between ELVIS Models and the Client;

4.2

If the Client wants to use the materials in a manner other than has been agreed with ELVIS Models, the Client must send a request by email for this purpose to ELVIS Models, following which ELVIS Models will decide immediately. ELVIS Models will be entitled to attach additional conditions and rates and/or surcharges to the permission for such derogation;

4.3

If the Client acts in conflict with article 4.1, the Client will be obliged to pay a financial penalty to ELVIS Models of 3 times the rate that would have been charged if ELVIS Models had been aware in a timely manner of the intended use. This will not affect the liability of the Client toward any potentially disadvantaged third parties;

5. Options and Bookings

5.1

An option of a Model must be confirmed as a booking no later than 24 hours prior to the commencement of the booking. Bookings have priority over options but only after consultation with the person who has placed the first option. The first optant will decide whether or not he/she still wants to convert his/her option into a booking;

5.2

Options must be confirmed by the optant in writing to ELVIS Models no later than two full working days prior to the commencement of the booking time concerned. If this period is not adhered to the option will automatically lapse without the requirement of further notification by ELVIS Models;

6. Cancellation charges

6.1

If the Client proceeds with cancellation of the assignment prior to the agreed booking time the costs set out below will be charged on based on working days. Cancellation will be proceeded with from the time of the receipt of the request to cancel by email from the email address of the person who placed the booking with ELVIS Models. The cancellation charges will also apply if the Client cannot be blamed for the cancellation, or if the cancellation cannot be attributed to the Client in any manner whatsoever;

a. No costs with the exception of travel and accommodation costs: Cancellation no later than 48 hours prior to the commencement of the booking time of Models living or staying in the Netherlands. 72 hours prior to the commencement of the booking time of Models living or staying abroad;

b. 50% of the full rate plus travel expenses and any surcharges: Cancellation no later than 24 hours prior to the commencement of the booking time of Models living in the Netherlands and abroad;

c. 100% of the full rate plus travel and accommodation costs and any surcharges: Cancellation less than 24 hours prior to the commencement of the booking time;

6.2

In the event of bookings of more than one day the notice period will be as long as the duration of the booking, with a minimum of two full working days. The notice period must fall entirely in advance of the commencement of the booking. In the event of cancellation at short notice the Client will owe the full rate and any surcharges and travel expenses;

7. “Fair weather” Booking

7.1

If the Client has expressly agreed with ELVIS Models that the booking will be exclusively in effect during specific weather conditions, the Client will be entitled to cancel such a booking once without owing a fee or costs. The Client will owe half the rate for a second cancellation. Following which the Client will owe the full rate for any cancellation regardless of the time that has passed since the previous cancellation;

8. Payment

8.1

ELVIS Models will send an invoice to the Client for the amount owed by the Client.

8.2

If the Client does not make a complaint stating reasons within 8 days after the invoice date, the Client will be deemed to fully agree to the contents of the received invoice. In that event the Client will no longer be entitled to suspend his/her obligations on the basis of any complaint;

8.3

The Client must have transferred the amount owed to the bank account of ELVIS Models no later than within 30 days after the invoice date;

8.4

If the payment of the invoice has not taken place within the period of 30 days the Client will owe, without further notice of default, default interest of 1.5% per month over the principal sum owed, whereby parts of one month will be calculated as a full month;

8.5

The Client only acquires the right of use of the recordings made as agreed after payment of the amounts owed has taken place;

9. Liability

9.1

ELVIS Models will not be liable for damage arisen due to whatsoever cause, except for insofar as a mandatory statutory provision or these terms and conditions determine otherwise and except for insofar as there is intention or gross negligence that cannot be excluded. This concerns direct and indirect damage, consequential loss, lost profit and other trading loss of the Client and damage as a result of liability of the Client towards third parties. The burden of proof with regard to intention or gross negligence is vested in the Client;

9.2

The liability of ELVIS Models is in all events limited to the amount that will be paid under the insurance policy of ELVIS Models.

9.3

ELVIS Models stipulates that it may use all legal and contractual defences that it can rely on in order to shield from its own liability towards the Client, also for the benefit of its employees and persons that are not employed by it, for whose conduct ELVIS Models could be liable in accordance with the law.

9.4

The Client will be liable towards the Model and/or ELVIS Models for all direct or indirect damage ensuing from an assignment, or arisen on the basis of non-fulfilment of a provision under the agreement and/or these general terms and conditions;

10. Complaints about the Model / refusal

10.1

In the event of a complaint from a Client about a Model parties will enter into consultation regarding the claim of ELVIS Models. The Client must submit the complaint promptly stating reasons and if possible substantiated with evidence. The Client must promptly refuse the Model, or as the case may be promptly send the Model away;

10.2

The complaint must be received in writing (by email or by registered mail) by ELVIS Models at one of the following addresses:

ELVIS MODELS B.V. Lucasbolwerk 6, 3512 EG, Utrecht, The Netherlands

E. info@elvismodels.com

11. Dispute settlement rules

11.1

Dutch law applies to the legal relationship between the Client and ELVIS Models. All disputes between parties will be settled by the court of competent jurisdiction in Utrecht