

TERMS & CONDITIONS

§ 1 General

The following provisions shall govern the legal relationships between the models, model agencies and respective customers in a binding manner, unless otherwise expressly agreed in individual cases. The members of VELMA, the models they represent and their customers shall be protected from expectations and claims not customary in the industry.

§ 2 Basis of booking

(1) The Agency shall make statements to the Client in the name and on behalf of the Model. The customer shall be deemed to be the person who books with the Agency, unless expressly agreed otherwise in writing at the time of booking.

(2) The client owes the agency the commission. Unless otherwise agreed, this amounts to 20% of the agreed model fee or the cancellation fee to be paid plus VAT.

Any liability of the agency from the mediated legal relationship is excluded. The customer is not entitled to set off claims against the model against the agency's claim for commission or to assert a right of retention.

(3) The customer shall owe the commission also for subsequent bookings as long as the model is represented by the agency. He undertakes to refrain from direct bookings bypassing the agency.

§ 3 Booking modalities

(1) Options

Options are reservations with fixed dates. An option expires if a firm booking is not made at the latest three working days (by 6 p.m.) before the start of work or within one working day after the agency's request. Saturday and Sunday are not working days. German time calculation applies.

Options are quoted after posting. If it is not a first option, the customer is informed of the rank of the option. If an option expires, subsequent options move up in order of priority.

(2) Firm bookings

Firm bookings are binding for both parties. They must be confirmed immediately in writing by the Agency at the request of the customer, stating the essential details.

(3) Weather bookings

Weather-related bookings are only possible at the location of the model and must be expressly designated as such. Unless otherwise agreed, these are fair-weather bookings. If the weather conditions are not present or if the weather situation is unclear, the customer can cancel the booking with the agency up to one hour before the agreed start of work at the latest. In this case, the cancellation fee is 50% of the agreed model fee.

§ 4 Cancellation

- (1) A firm booking may be cancelled for an important reason. Circumstances which make it economically unreasonable to carry out a firm booking shall also constitute an important reason for cancellation. The Agency must be notified of the cancellation without delay.
- (2) The cancellation must be made as many working days before the start of work as working days and travel days have been booked, but at least 3 working days.
- (3) If the cancellation takes place before 12 noon, this day is to be counted in the calculation. Saturday and Sunday are not working days. German time calculation applies.
- (4) Daily and hourly bookings must be cancelled 24 hours before the start of work.
- (5) If the cancellation is made by the model, the agency will do its best to find an adequate replacement for the customer, if necessary involving other agencies.
- (6) If a cancellation does not take place on time or without good cause, the agreed model fee shall be paid.

§ 5 Working hours

- (1) In the case of a daily booking the working time shall be 8 hours, in the case of a half-day booking 4 hours. Unless otherwise agreed, the working time of a daily booking shall be from 9.00 a.m. to 6.00 p.m. with a lunch break of one hour.
- (2) The working time begins with the arrival of the model at the agreed place of work at the customer at the agreed time. Preparations such as make-up and hairstyle are part of the working time.
- (3) Overtime shall be remunerated at 15% of the agreed daily fee per hour or part thereof. An overtime of up to 30 minutes will not be charged as a gesture of goodwill.

(4) The joint arrival and departure of the model and the customer between the hotel and the place of work (location) is part of the working time. Arrival and departure (together) up to one hour per day will not be charged as a gesture of goodwill.

§ 6 Model fee

The model fee includes the daily fee and the fee for rights of use plus VAT.

1) Fashion rate

This includes all photos of clothing and accessories belonging to fashion (nightwear, jewellery, stockings, shoes, hairstyles, glasses, etc.), which are designed in connection with fashion, unless it is advertising.

(2) Special fee

Corsetry, day lingerie, nudes, consumer goods advertising, advertising with shots at the fashion rate and advertising films require a separate agreement.

(3) Half-day and hourly bookings

The model fee for half-day bookings shall be at least 60 % of the daily fee for models resident at the place of work. Half-day bookings of arriving models and hourly bookings always require a separate agreement.

§ 7 Travel expenses

(1) Compensation for travel days

The model's travel to and from the place of work shall only be remunerated if it is made in whole or in part during the model's normal working hours. The travel day compensation amounts to:

up to 2 working days: 1 daily fee,
up to 4 working days: 1/2 daily fee,
from 5 working days: no compensation for travel days, unless arrival or departure extends over an entire working day.

(2) Travel expenses

In the case of models who are resident at the place of work or who have not travelled to the place of work, accommodation and catering costs will not be reimbursed. Taxi costs will only be reimbursed from the city limits, except for half-day and hourly bookings.

In the case of joint trips, the customer shall bear the travel, board and lodging costs incurred from the airport/railway station of the departing model. Reimbursement will be made either on a flat-rate basis in accordance with the standard tax rates per working day or on presentation of the receipts.

If the model works for several customers at the place of work, the costs incurred shall be apportioned according to the respective working days.

§ 8 Terms of payment

The model fee including cancellation fee, travel day compensation and travel expenses shall be paid net upon receipt of the invoice. Travel expenses shall be paid in local currency or in Euro at the buying rate, the remaining payments shall be made in Euro.

§ 9 Complaints, liability

(1) In the event of complaints, the customer must immediately inform the agency and explain the reasons for the complaint. Polaroid photos are to be taken to prove the complaint. The model shall then be expressly released from his obligation to work. The model is not responsible for hairstyling, styling and make-up. In the case of complaints which are proven by the customer, any obligation to pay for this model including travel expenses is waived. If photographs are nevertheless taken with the model, this shall be deemed to be a waiver by the customer of any complaint.

(2) In case of culpable delay of the model (overslept, missed plane etc.) the model has to work accordingly longer. If this is not possible or only partially possible due to special circumstances, the model shall lose its pro rata daily fee claim on the basis of the overtime fee.

(3) In the case of particularly risky photographs, the customer shall take out appropriate insurance for the model. If the Agency has not been expressly informed of the risk to be taken at the time of booking, the Model shall be entitled to refuse performance and shall receive a default fee amounting to 70% of the agreed total fee.

(4) Further claims shall be based on the general statutory provisions. The liability of the Model and its agency for any legal reason whatsoever shall be limited to twice the total fee, except in cases of intent and gross negligence.

§ 10 Rights of use

(1) Unless expressly agreed otherwise, the rights of use to the photographs shall be granted exclusively to the named customer with the agreed model fee for one year within the Federal Republic of Germany for the agreed purpose, the agreed product and the agreed form of use. The one-year period begins with the actual use, at the latest 2 months after the creation of the recordings.

(2) Any further use, in particular for posters, packing, displays, videos, as well as any use of the model's name requires the express written consent of the agency. Digital storage of the photographs is not permitted in principle and is only possible with express written consent, specifying the purpose of use.

(3) Rights of use shall only be granted after payment of the agreed fee. Any use prior to full payment of the agreed fee is not permitted.

§ 11 Final provisions

(1) German law shall apply between the parties to these booking conditions, agency, customer and model. Place of performance for all obligations arising from the booking in connection with rights of use is the registered office of the agency.

(2) The client undertakes to make changes or additions to the bookings and deviations from these booking conditions only after prior consultation with the agency and to refrain from encouraging models to make changes or additions to the booking during the working days.

(3) The validity of the booking conditions shall not be affected by any invalidity of individual provisions. In place of an invalid provision, that provision shall be deemed to have been agreed which comes as close as possible to the intended purpose. The same applies to the filling of gaps in the contract.

(4) Place of jurisdiction for registered traders, legal entities under public law and customers without a general place of jurisdiction in Germany is the registered office of the agency.