

TERMS & CONDITIONS OF CONTRACT

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1. The Contract

This Contract is created by the named model's agreement (hereinafter known as 'the model') to provide modelling, acting and/or performance arts services ('the services') for the purposes of recording the same by Paul Mallinson via photography, film or other recording media ('the shoot') by acceptance in writing, or verbally, to attendance at and participation in a shoot ('a booking'). Forming part of the Contract are :

- These Terms and Conditions for the supply of services (which contain most of the legal provisions setting out how the model is expected to provide the services, and the obligations of Paul Mallinson in return)
- Any quotation for the services which may previously have been agreed prior to the shoot between the model and Paul Mallinson (and which will clearly state the period during which the quote will remain valid), and
- Any other specific set of terms that may relate to the particular shoot in which the model is participating and which have been agreed by Paul Mallinson 24 hours in advance of the shoot (which will be detailed and confirmed within and at the same time as the signing of the Model release and may rank ahead of the other provisions of the Contract. This will be an express term of these rules if this is so.)
- The Model Release containing the named model's signature

When referring to the Contract in these terms for the supply of services, we are referring to these Terms and Conditions and each of these above documents individually, as well as collectively.

2. Term

This contract shall continue to run until it is fulfilled by completion of a shoot and all obligations within this contract have been discharged by both the model and Paul Mallinson or the Contract is terminated by either the model or Paul Mallinson. Clause 12 details how this is to be done and what the effect of termination is.

3. Supply of services

This clause sets out the method used to provide the services and the obligations of the model in assisting to do so. It is indicative only, which means that these may be adjusted to what is actually undertaken in order to fit in with any particular circumstances. The model will be informed beforehand if this is so.

a) Booking Confirmation - Paul Mallinson will only confirm a booking once the model's details in section 3b have been supplied. As soon as is reasonably practicable after the receipt of these details, he shall confirm the location, date, time and fee payable to the model, plus entitlement to any expenses if this has not already been undertaken (see section 7).

b) Information required - all models must provide the following information at least 24 (twenty four hours) in advance of a photo shoot for inclusion on the designated standard Invoice/Model Release and include the same on their invoice should the standard Invoice/Model Release not be used.

- A modelling name - spelt as required to appear against any use of the model's image.
- The real name of the model - for accounting purposes.
- Actual address of residence, contact telephone number and e-mail address.
- National Insurance (NI) number.
- Date of birth (models must be over 18 at the time of the shoot).
- If being paid by electronic bank transfer (see section 7) name of account holder (which must be the real name of the model), sort code and account number into which fees will be paid.

c) Age verification - on the day of the shoot- prior to a shoot taking place, suitable age verification must be provided by the model in person. This must be either a passport, driving licence, or government approved identification. It must show clearly a photograph, name and date of birth.

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d) Model Release - on the day of the shoot- Paul Mallinson requires all models to sign this document prior to a shoot taking place.

Failure to provide any/all of these documents and information will result in termination of this agreement as contained in clause 12.

e) Model request to change an agreed shoot - if the model wishes to change or cancel a booked shoot, they must do so by telephone and in writing to inform Paul Mallinson at least 48 hours before the agreed date by the designated contact details provided below. Any payment made in advance to the model will be recoverable by Paul Mallinson.

4. Ownership of Material

By agreeing to this contract by accepting a booking, and by signing the designated Model Release, (or substituted similar Model Release agreed by both parties), and upon payment for services, the model gives without restriction and/or reservation all ownership of respective intellectual and property rights of any images, sound recordings or similar data, film and material made during the shoot to Paul Mallinson exclusively.

This recognition and exercise of the rights of Paul Mallinson to be identified as the owner of the copyright of any material produced during a shoot as detailed above shall apply worldwide.

This permits any and all forms of adaptation, distortion, reproduction and incorporation of the data/ material, or any part of it, in any work or publication, whether in hard copy or electronic or any other form. In particular (but without limitation) this includes distribution, licensing, copying and/or transmission for any commercial purpose. This may be in conjunction, within or alongside any wording or any other images or media.

The model additionally waives the right to approve, inspect or request alteration any and all recordings made during the conduct of a shoot in editorial and/or eventual use and/or application.

5. Health and Safety

a) In advance of a shoot - The model must inform Paul Mallinson of any special health and safety requirements in relation to their own well-being and that which may affect other participants in and at a shoot at the time of making a booking and in doing so, agreeing this Contract. This may include notification of allergies, and if requested, provision of current satisfactory sexual health certification ('certs').

b) Observance of rules during shoots - Paul Mallinson shall observe, as far as he is reasonably able, all health and safety rules and regulations and security requirements during the shoot. The model is responsible for their observance and adherence of and to the same.

c) Hazards - During a shoot, the model will be responsible for ensuring that adequate care and notice is given to information on any hazards and risks to which they may be exposed.

d) Right to abort a shoot - If in observance of the rules, regulations and requirements of any premises or of individual models' or other participants' personal safety prevents Paul Mallinson from conducting the shoot, he will not be in breach of this Contract.

6. Our Confidentiality Obligations

a) Confidentiality - it is acknowledged that in section 3 Paul Mallinson will have access to information that may be regarded as personally sensitive to the model. Therefore, he undertakes that he shall not at any time disclose to any person any confidential information concerning the model.

b) Permissible disclosure of confidential information, and to whom - Paul Mallinson may disclose the model's confidential information to those of his employees or agents who need to know it in order for him to fulfil his Contractual obligations. In addition, he may also disclose a model's confidential information if he is ordered to by a court or a governmental or regulatory authority, or as may be required by law.

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7. Fees and Expenses

a) Fees - the model shall invoice Paul Mallinson in accordance with the standard modelling rates at section 7b for the following:

- o The model's time; agreed in advance of the shoot and accounted in half-day units;
- o Reasonable expenses for travel (see section 7c);
- o Other expenses agreed in advance in writing (see section 1);
- o Or as in accordance with an agreed quotation for modelling services (see section 1).

The fees that are applicable to the model for their first booking with Paul Mallinson will be as agreed at the time of booking and in accordance with the requirements contained within section 7c. For subsequent assignments, the standard modelling fees that shall apply are those published on the designated website from time to time.

Paul Mallinson may change the fees that are applicable to a model at any time. However, if they are changed, he shall immediately inform the model of this, either in writing or by putting the changes onto the designated website. The changed fees shall only apply either once the model has been notified of them, or if they have been put onto the designated website. In this regard, the model is requested to check the designated website from time to time.

b) Modelling Rates - the current standard modelling rates applicable are;

- o Studio shoot:
 - Nude studio: £150 half day
 - Non-nude studio: £100 half day
- o Location shoot:
 - Non-nude interior location: £100 half day
 - Non-nude exterior location: £100 half day
 - Nude interior location: £150 half day
 - Nude exterior location: £150 half day

c) Expenses - Paul Mallinson will pay all reasonable travel expenses to and from a shoot provided that they are:

- o Agreed in advance before any bookings are made
- o That travel bookings and payments are made by the model as near to the date of booking a shoot as reasonably practical
- o Backed up with a valid receipt
- o The cheapest form of transport available at the time.

Where the word "reasonable" is used Paul Mallinson will use judgement as to whether this is the case. Claims deemed 'unreasonable' will not be paid until satisfactory explanation is given for the claim.

Only costs actually incurred by models, as a direct result of attendance at a shoot will be reimbursed. Paul Mallinson will have no involvement in the organisation of, or paying for, the travel or other associated costs of partners or travel companions of models.

For expenses not agreed in advance, the maximum reimbursement will be limited to £25 per model per shoot.

d) Payment Terms - Paul Mallinson will pay the model in accordance with the fees and charges identified in section 7a immediately upon receipt of all information and a valid invoice (see section 3) on the day of the shoot once the shoot has been completed by either guaranteed cheque or electronic banking transfer. This is with the exception of expenses, where upon fulfilment of the requirements of section 7c these will be paid in cash on the day of the shoot.

In exceptional circumstances Paul Mallinson may agree to pay outside of these terms (in advance or via alternative payment methods), but only on receipt of a signed Invoice/Model Release committing the model to attendance and performance at the shoot.

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e) Invoice query - if the model does not use the standard invoice as provided by Paul Mallinson, then he may query the invoice within 21 days of the date of receipt of the invoice.

8. Matters beyond reasonable control

Neither of Paul Mallinson nor the model shall be liable to perform each of their obligations under this Contract if any event beyond the reasonable control of either of the parties shall make performance of each of their obligations impossible.

9. Limitation of liability

Paul Mallinson's liability under this Contract shall be limited. This shall apply to matters raised against him both in contract and tort. The limit of his liability shall be £50 and restricted to events up to 2 (two) months after the date of the actual occurrence giving rise to a claim against him. However, his liability shall not be limited for those matters that he is not able to limit as dictated by the law of this Contract, and, in regard to those matters, his liability shall be unlimited.

10. Assignment

Neither party may assign this Contract to any other person.

11. Amendments to our Contract

Paul Mallinson may amend this Contract from time to time. If the Contract is amended, he shall put full details of the changes on the designated website in a reasonable time beforehand. The changes will not come into effect before they are put onto the website.

12. Termination of our Contract

a) By either the model or Paul Mallinson in the usual course- either party may terminate this Contract by giving the other 48 hours notice verbally in person via the designated telephone number of the intention to terminate.

b) By Paul Mallinson immediately and without notice - Paul Mallinson may terminate this Contract immediately if the model does not comply with any of the obligations as required within this contract.

No fees or expenses will be recoverable by a model in the event of either provision 12a or 12b being invoked. Any payment made in advance to the model will be recoverable by Paul Mallinson at the model's expense.

13. Third party rights

No person who is not a party to this Contract shall have any rights under or in connection with it.

14. Law

English law governs our Contract and we both agree that the courts of England and Wales shall have exclusive jurisdiction.

15. Designated contact details

For the purposes of this contract, the designated contact details as referred to above are:

Paul Mallinson
8 Hamilton Mews
Carr House Road
Doncaster
South Yorkshire
DN4 5DL

Telephone: 07855 853892
Email: webmaster@girlskissing.co.uk

Designated websites under and referred to in this contract:
www.girlskissing.co.uk