



GENERAL TERMS AND CONDITIONS SPACEMODELS

Spacemodels is a joint venture, established in Uden, registered with the Chamber of Commerce as Dennis Engels, Photography & Videography under number 68068891, and as Sterre Claus, Model(scout) under number 72412127.

GENERAL

We, at Spacemodels, look after the interests of our models. Therefore all booking conditions below shall apply when a booking agreement has been concluded between the client and the model. These booking conditions take precedence over the general terms and conditions of the client unless otherwise agreed in writing.

BOOKING AGREEMENT

A booking agreement is an agreement between the client and the model. The model undertakes to provide specified services on a specific date and to grant the client publishing rights for a specific period; the client undertakes to pay Spacemodels for the services rendered by the model and Spacemodels. The booking agreement is concluded when a client, through Spacemodels, undertakes towards the model to purchase these services and publishing rights for a certain amount.

STANDARD RATES

The standard rates consist of a fee for services and publishing rights. Spacemodels invoices a 20% agency service fee as well. The standard rates are available on request. These can be requested through hev@spacemodels.nl. Models can be booked for a one day shoot, a half day shoot or per hour.

1. Daily rate: this rate is charged for bookings of one day shoots. In this case, the model is actually available to the client for 8 hours. In the event of film shootings, the model is actually available to the client for 10 hours.
2. Half day rate: half a day consists of 4 hours and must in any event end before 13.00 hours, or start after 14.00 hours and end no later than 21.00 hours.
3. Hourly rate: this rate is applied to bookings of less than 4 hours per day. For individual bookings of 1 hour or less, the hourly rate plus EUR 25 will be charged.
4. Rates for continuous fittings and/or rehearsals. Half of the standard hourly rate applies to rehearsal and continuous fitting sessions of up to 2 hours. The standard hourly rate will be charged for each subsequent hour.

SPECIAL SURCHARGES IN ADDITION TO THE STANDARD RATE:

1. For assignments between 24.00 and 8.00 hours the surcharge amounts to 50%.
2. For billboards, tram and bus stops, posters and displays.
3. For commercials on Dutch channels or abroad.
4. For cinema or tv commercials and/or live shows and/or presentations.
5. For exclusivity of the model, stipulated by the client.
6. Agreed rates shall apply to use outside the Netherlands.

SURCHARGES PLUS ADDITIONAL WRITTEN AGREEMENTS ONLY APPLY TO MODELS OF 18 YEARS OR OLDER:

1. For lingerie shoots the surcharge amounts to 50%.
2. For (artistic) nude shoots the surcharge is 100%.

PUBLISHING RIGHTS

In case of photo assignments, the client shall be granted the right to publish the photo material made on the booking date in daily and weekly newspapers and advertising leaflets with a maximum circulation of 600,000 printed copies for a period of 1.5 years after the booking date in the Netherlands, against payment of the standard rate. The client has the obligation to notify Spacemodels with regard to any changes and/or adaptations and/or conversions of material, whereby the model and/or the material and/or the publication rights are used differently than agreed upon in writing.

OPTIONS

The model can grant the (intended) client, through Spacemodels, the right of priority to book the model for a specific date.

Options must be turned into definite bookings more than 24 hours before the booking date and more than 48 hours before the booking date in regard of models living or staying abroad. The option rights shall automatically expire in the event of late confirmation.

TRAVEL EXPENSES WITHIN THE NETHERLANDS

Within the Netherlands: the client will be charged full travel costs on the basis of a second class train ticket between the model's place of residence and the assignment location.

TRAVEL EXPENSES OUTSIDE THE NETHERLANDS

In the case of transport by aeroplane on the basis of economy class; the client must

also reimburse the taxi costs incurred. Travel and accommodation expenses for foreign trips shall be paid by the client. Travel and accommodation costs for models living or staying abroad shall be fully charged to the client. All fees are exclusive of VAT.

CANCELLATIONS

Free of charge	Cancellation at least 48 hours before the start of the booking Models living in the Netherlands
Free of charge	Cancellation at least 72 hours before the start of the booking Models living abroad
50% charged booking	Cancellation between 48 and 24 hours before the start of the Models living in the Netherlands
50% charged the booking	Cancellation between 72 hours and 24 hours before the start of Models living abroad
100% Cancellation before the start of the booking	The full agreed fee is due. For multi-day bookings, the notice period is as long as the booking. If the deadline is not met, the full agreed rate is due

Nice weather booking At the start of the booking the client should explicitly state that it concerns a "nice weather booking" First cancellation: no charge Second cancellation: 50% Third cancellation: 100%

INVOICE AMOUNT

The invoice amount is the sum of the model fee consisting of the model's standard rates, royalties, standard and special charges and travel time, and the agency fee of 20% calculated over the model fee and the travel time of the model.

PAYMENTS

Spacemodels invoices the client on behalf of the model. The client must have transferred the invoice amount to the Spacemodels' account within 30 days of the date stated on the invoice, stating the invoice number.

DEFAULTING IN THE EVENT OF NON-PAYMENT

1. As of the day that the payment term has expired, the client shall owe 1.5% interest per month, whereby parts of a month shall be considered to be a full month.
2. All costs incurred by Spacemodels on behalf of the model to enforce the model's and/or Spacemodels' rights, as well as any judicial and extrajudicial costs, shall be borne by the client.
3. Extrajudicial costs are payable by the client without a summons or notice of default in all cases in which the model and/or Spacemodels had to engage a legal expert to collect the claim or enforce its rights.

4. The client shall not acquire the right to use of the shootings made until after full payment of the amounts due has taken place.
5. All payments of fines are made through Spacemodels that ensures that the funds will be transferred to the relevant model.

LIABILITY

Spacemodels is not liable for any damage that may have arisen in the event the model has not complied with or not properly complied with any agreement made between the client and the model, whether or not the agreement was made through the intervention of Spacemodels. The client shall be liable for all damage that may arise from a (booking) agreement for the model and Spacemodels.

DISPUTE RESOLUTION

These booking conditions are governed by Dutch law. All disputes arising from an agreement concluded with the model shall be assessed under Dutch law and must be brought before the competent court in Den Bosch.