

Terms & Conditions

between

CLIENT

and

ICE EVENTS LIMITED

terms & conditions

parties

- (1) The Individual, Firm, Business, Partnership or Company set out in the Client Booking Form (**Client**).
- (2) ICE Events Limited incorporated and registered in England and Wales with company number 0410785 whose registered office is at 76 Abbey Foregate, Shrewsbury, SY2 6BE(**Agency**).

agreed terms

1. interpretation

The definitions and rules of interpretation in this clause apply to this agreement.

Agreement: these terms and conditions.

Assignment: shall have the meaning set out in clause 2.2.

- 1.1 **Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Performer: a Fashion Model, Dancer, Make up Artist, Presenter or Event Staff who is an individual worker, or, where the worker is a company or other legal entity including the individual worker, as the case may be.

Territory: Worldwide.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.
- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other gender.
- 1.7 If any court or competent authority finds that any provision of this agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.
- 1.8 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

2. services

- 2.1 The Agency acts as an employment business.
- 2.2 The Agency's normal business hours are from 0900 to 1730 on any Business Day. A mobile telephone number is supplied to Clients for emergency use only.
- 2.3 The Agency only represents adults that it is satisfied are not vulnerable and who are self-employed.

When making a request for the provision of a Performer to perform certain services (**Assignment**), the Client will give the Agency details of:

1. the date on which the Client requires the Performer to commence work and the duration, or likely duration, of the work;
2. the type of work the Performer would be required to do, the location at which, and the hours during which, the Performer would be required to work, and any risk to health or safety known to the Client and what steps the Client has taken to prevent or control such risks;
3. the experience, training, qualifications and any authorisation which the Client considers are necessary, or which are required by law, or by any professional body, for the Performer to possess in order to work in the position;
4. any expenses payable by or to the Performer;
5. any information reasonably required by the Agency in order for the Agency to fulfil its obligations under the Agency Workers Regulations 2010.

The Agency only acts for Performers in relation to the Assignment. The Agency has no authority to represent Performers in any other capacity including but not limited to non-disclosure agreements.

3. bookings

All bookings will be treated as provisional bookings until the Client completes and returns the Client Booking Form together with an express acceptance of the terms therein and this Agreement to the Agency by e-mail to lisa@iceagency.org.uk. The Agency may cancel any provisional booking at its sole discretion and without liability to the Client.

4. booking fees

Where the Performer provides services as a Fashion Model unless agreed otherwise and included on the Client Booking Form, booking fees provide an entitlement and right for the Client to use one image via a single published medium for one year from the date of the booking, in the United Kingdom only, for the initial permitted use. Please note that such permitted use and entitlement is strictly subject to payment in full of all fees owed to the Agency.

Where the Performer provides services as a Dancer, Make up Artist, Presenter or Promotional Event Staff unless agreed otherwise and included on the Client Booking Form, booking fees do not provide any right for the Client to use any image.

Standard hourly rates are charged and are specified in the Client Booking Form.

Overtime rates may apply and are specified in the Client Booking Form.

All expenses incurred by the Agency on the Client's behalf will be charged to the Client and may at the Agency's discretion include an uplift of 12.5% of the total amount of the expenses.

Clients are responsible for the provision of all meals and beverage requirements of the Performer when they are providing services (taking into account dietary requirements) throughout the Assignment and as stated on the Client Booking Form.

Clients are responsible for the Performer's accommodation and/or travel costs as set out in the Client Booking Form.

5. exclusivity fees

This clause 5 only applies where the Performer provides services as a Fashion Model.

Unless agreed otherwise the Performer is supplied to the Client by the Agency on a non-exclusive basis and the Performer shall be free to provide similar and/or competing services to any third party and/or competing product or brand of the Client.

An exclusivity fee will be payable when the use of the Performer's image or the service to be supplied by the Performer in relation to a product is required on an exclusive basis or on any basis that precludes supplying services or allowing the use of the Performer's image for competing and/or particular sector of products or within a particular territory. The exclusivity fee will be negotiated at the time of booking the Performer and set out in the Client Booking Form.

- 5.4 The Client acknowledges and agrees that the Performer is free to supply services to and allow use of their image by any competitor unless such an exclusivity fee is negotiated and paid by the Client. The Client further acknowledges and agrees that it is the Client's responsibility to carry out any research and check whether the Performer supplied has undertaken or is booked to undertake any conflicting work.

6. fashion shows

- 6.1 Bookings for fashion shows permit the Client to make use of a Performer's services on the catwalk as a Fashion Model, Presenter or Dancer for the specified show and the right to allow photographers to be present to take photographs and videos of the show on the basis that all such material is exclusively used for reporting purposes only. The Client is responsible for ensuring that all photographers present are aware of this condition and the Client will procure that they abide by these conditions. If any other usage is required a separate fee will be payable and this must be negotiated and agreed with the Agency at the time of the booking.
- 6.2 Photographs of Promotional Event Staff may be used for reporting purposes and/or the Client's publications only but not used for marketing or advertising purposes unless a separate fee has been negotiated and agreed with the Agency at the time of the booking.

7. music videos & promotional films

- 7.1 Bookings for music videos and promotional films will be negotiated with the Client for on a case by case basis. In normal circumstances there will be a fee for the booking plus an additional buyout fee payable by the Client. The Client will be invoiced by the Agency as the ultimate Client where the Performer is engaged by another party.

8. test or experimental photography

- 8.1 Performers may not sign a photographic release form and photographers may not use the images unless specific arrangements have been made with the Agency.

9. cancellations

- 9.1 The Client may cancel the booking at any time subject to paying 50% of the entire booking fee for cancellations made within 30 Business Days of the commencement of the Assignment and paying the entire full booking fee for cancellations made within 14 days of the commencement of the Assignment.
- 9.2 The Agency shall be entitled to cancel a booking at any time and for any reason prior to the booking date without liability to the Client and the Client will procure the necessary insurance cover to protect against such cancellation and any associated liability.
- 9.3 In the event of cancellation by the Agency it shall use reasonable endeavours to provide the Client with reasonable notice, take steps to offer to the Client a suitable replacement and/or substitute and take such other reasonable steps as are reasonably practicable to mitigate against such cancellation.
- 9.4 In the event that the booking is cancelled due to the weather half the booking fee is charged and payable by the Client on the first occasion unless the Client fails to cancel in time to prevent the Performer's attendance in which case the full booking fee is charged and payable by the Client. On the occasion of the second cancellation and any subsequent cancellations the full booking fee is charged and payable by the Client.

10. vat & payment

- 10.1 Where applicable, the Agency shall charge VAT to the Client, at the prevailing rate, after the Agency has provided the Client with a VAT invoice.
- 10.2 The Agency only accepts payment in Pounds Sterling and by BACS transfer to the following bank account: Bank – HSBC; Account Name – Ice Events Limited; Sort Code – 40 41 30; Account Number – 52133342.
- 10.3 The Agency may in its sole discretion require the Client to pay up to 100% of the agreed booking fee in advance of the assignment.
- 10.4 All sums payable by the Client under this agreement which remain outstanding after 14 days from the agreed date for payment shall carry interest (both before and after judgment) on a daily basis at an annual rate equal to 8% above the base rate of HSBC bank. The Agency acknowledges that this is a substantial remedy for the purposes of the Late Payment of Commercial Debts Act 1998 (as amended).

11. performer care & safety

The client shall ensure that the Performer is treated with respect and professionalism and that the Client takes all steps necessary to ensure that the safety, health and well-being of the Performer is protected and maintained at all times whilst providing services to the Client. Such steps shall include without limitation:

1. ensuring that the venue for the provision of the services and the working conditions are safe and secure and allow the Performer to provide the services in compliance with all health and safety standards, regulations, codes and laws;
2. allowing the Performer to take suitable and regular rest periods, to ensure the Performer is able to maintain suitable amounts of rest and refreshment whilst delivering the services;
- 11.1 3. providing adequate levels of insurance cover to safeguard the health and safety and future earnings of the Performer whilst the Performer is delivering the services and travelling to and from the Client's venue as if the Performer was an employee of the Client;
4. ensuring that all of the people and organisations which are engaged by the Client in relation to the delivery of the services are suitably qualified, experienced and professional;
5. ensuring that no one imposes upon the Performer any action or activity which is either dangerous, degrading, unprofessional or demeaning to the Performer or for which the Performer is not qualified;
6. providing the Performer with an appropriate changing and dressing area to ensure that the Performer can prepare for the provision of the services and also maintains their privacy.

12. audit and record-keeping

The Agency shall keep and maintain until seven years after the Assignment has been completed, or as long a period as may be agreed between the parties, full and accurate records of the Assignment including, in particular:

- 12.1 1. the services provided by the Agency under this agreement;
2. all expenditure reimbursed by the Client; and
3. all payments made by the Client.

- 12.2 The Agency shall on request provide the Client or the Client's representatives such access, on reasonable notice and within normal working hours, to those records as may be reasonably required in connection with this agreement.

13. data protection compliance

To the extent that any data or information belonging to the Client is personal data within the meaning of the Data Protection Act 1998 or equivalent legislation in the territory:

1. the Agency will process such data and information only in accordance with the Client's instructions;
2. the Agency will not transmit such data and information to a country or territory outside the European Economic Area without the Client's prior express written consent; and
3. the Agency will take such technical and organisational measures against unauthorised or unlawful processing of such data and information and against accidental loss or destruction of, or damage to, such data and information as are appropriate to the Client as data controller.

14. warranties and undertakings

The Client warrants and represents to the Agency that:

1. it has full capacity to enter into these terms and conditions and perform its obligations under these terms and conditions;
2. the Client Booking Form is executed by a duly authorised representative of the Client;
3. it will take all steps necessary to ensure that the Performer is protected and treated in accordance with all applicable laws, good industry practice and section 11 above;
- 14.1 4. it has all necessary permits, licences and consents to enter into and to perform its obligations under these terms and conditions and such obligations shall be performed in compliance with all applicable laws, enactments, orders, regulations, and other similar instruments;
5. it will promptly disclose to the Agency in writing all necessary information (including without limitation the location and length of the Assignment and requirements for any foreign travel) and details relating to the provision of the services to enable the Agency to ensure that the Performer is suitably prepared and able to perform the services;
6. will not contact the Performer direct for the Performer to provide services to the Client for a period of twenty four months from the completion of the last completed assignment.

15. transfer and sub-contracting

- 15.1 Neither party shall, with the prior written consent of the other party assign, transfer, mortgage, charge or deal in any other manner with this agreement or any of its rights and obligations under this agreement or purport to do any of the same.
- 15.2 Each party that has rights under this agreement is acting on its own behalf and not for the benefit of another person.

16. limitation & force majeure

- 16.1 The Agency is not liable for clothing stored, posted or dry-cleaned by the Agency at the request of the Client for which the Client is responsible for maintaining an adequate level of insurance.
- 16.2 The liability of Agency to the Client for any direct, indirect or consequential loss or loss of profit or loss of business arising out of the Performer's failure to attend an assignment on time or at all is limited to twice the booking fee.
- 16.3 Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or nonperformance continues for four weeks, the party not affected may terminate this agreement by giving 14 days' written notice to other party.

17. complaints

- 17.1 Any complaint must be notified to the Agency in writing, in sufficient detail for the Agency to make a proper investigation, as soon as possible and in any event no later than one day following the event giving rise to the complaint.

18. entire agreement

- 18.1 The Client Booking Form and this Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter.
- 18.2 Each party agrees that it shall have no remedies in respect of any representation or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that its only liability in respect of those representations and warranties that are set out in this agreement (whether made innocently or negligently) shall be for breach of contract.
- 18.3 No variation of this agreement shall be effective unless it is in writing and signed by each of the parties (or their authorised representatives).

19. contracts (rights of third parties) act 1999

19.1 A person who is not a party to this agreement shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

19.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement is not subject to the consent of any person that is not a party to this agreement.

20. governing law and jurisdiction

20.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the Laws of England and Wales.

20.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).