



## **General Terms and Conditions of Scout Model Agency GmbH, Zurich**

### **1. General**

**1.1.** The present Terms and Conditions shall govern the legal relations between the photo models, the Scout Model Agency GmbH ("the Agency") and respective customers, insofar as in the individual case, for example within the framework of a booking confirmation, not expressly deviating agreements are made. By accepting the booking confirmation by the customer, he also agrees with the provisions of the present GTC. They are valid for both parties for future working.

**1.2.** The Agency is regarded as an intermediary in the sense of the Swiss Employment Promotion Act.

### **2. Basis**

**2.1.** The agency shall make declarations to the client in the name and on behalf of the model. A client shall be defined as one who books with the agency, unless otherwise agreed in writing at the time of booking. The customer valid, is the person booking with the agency, if not otherwise in writing on the confirmation of booking confirmation.

**2.2.** The customer owes the agency the agreed model tariff and the mediation fee plus VAT. Any liability of the agency from the mediated legal relationship is locked out. The customer is not entitled to charge claims against the model with the commission claim of the agency or to assert a right of retention.

**2.3.** The customer owes the agreed model fee also for follow-up orders, as long as the photo model is represented by the agency. It is obligated to refrain from direct bookings bypassing the Agency.

### **3. Booking**

Details of a booking are given in the booking confirmation. Deviating agreements apply only if indicated on the booking confirmation. In the event of a conflict between the booking confirmation and these GTC the specific provisions of the confirmation of booking shall be submitted.



### **3.1. Options**

**3.1.1.** Options are timely reservations.

**3.1.2.** An option expires if a booking is not made 24 hours before the beginning of the job.

**3.1.3.** Options will be recorded after booking. If this is not a first option, the customer is notified of the rank of the option.

**3.1.4.** If an option expires, the following options are displayed in the ranking.

### **3.2 Bookings**

Bookings are binding for both parties. At the request of the customer, they shall be immediately confirmed in writing, indicating the essential details.

#### **3.3 Weather bookings**

**3.3.1.** Weather-related bookings must be marked explicit. Unless otherwise agreed, these are all-weather bookings.

**3.3.2.** If the weather conditions are not present or the weather situation is unclear, the customer can cancel the booking with the agency no later than twenty-four hours before the agreed date of commencement of work.

### **4.Cancellation**

**4.1.** The cancellation has to be made as many working days before the beginning of the work, as work and travel days have been booked, at least however 24h before.

**4.2.** Day and hour bookings are to be canceled 24 hours before the beginning of the work. If the cancellation is carried out by the model, the Agency will use its best endeavors to find an adequate substitute for the customer, if necessary with the assistance of other agencies.

**4.3.** If the cancellation is not made on time or without a reason, the agreed model tariff has to be paid.

### **5.Working time**

**5.1.** For a daily booking, the working time is 8 hours, with a half-day booking is 4 hours. Unless otherwise agreed, the working time of a daily booking is from 9 am to 6 pm with an hour lunch break.

**5.2.** Working hours begin with the arrival of the model at the agreed location of work at the agreed time. Preparations such as make-up and hairstyle count to working hours.

**5.3.** Overtime is remunerated at 15% of the agreed day's rate per hour. Exceeding the working time up to an hour is not calculated from goodwill.

**5.4.** The common arrival and departure of the model and the client between the hotel and the place of work is part of the working time and is negotiated on a case-by-case basis.



## **6. Fees**

### **6.1. Model**

The model fee includes the daily rate plus agency commission and depending on the agreement in the booking confirmation the fee for usage rights. In addition, the VAT is charged. The respective fee for a booking is due to the booking confirmation.

### **6.2. Half-day and hour bookings**

The model fee for half-day bookings is at least 65% of the day's fees for models located at the place of work. Half-day bookings with foreign models and hour bookings, always require a separate agreement.

### **6.3. Special fee**

Orders for corsetry, underwear, and nude as well as TV and advertising films require a separate agreement.

## **7. Travel expenses**

**7.1.** In the case of resident or onstay models, accommodation and catering costs are not reimbursed. Except for the city limits, the train will be refunded except for half-day and hour bookings.

**7.2.** In the case of joint journeys, the travel expenses and overnight accommodation costs are paid by the customer from the airport / station of the departing model and back. Reimbursement shall be made either on a flat-rate basis or on presentation of the supporting receipts concerned.

**7.3.** If the model is working for several customers at the place of work, the costs incurred must be allocated according to the respective workdays.

## **8. Payment conditions**

The model fee including loss deficiency compensation, travel time and travel expenses is to be paid within 30 days net. Travel charges are paid in CHF or in euros at the purchase price, the remaining payments are in CHF or in Euro.

## **9. Complaints, Liability**

**9.1.** In the case of complaints, the customer must immediately inform the agency and state the reason for the complaint. Polaroid/digital photos are to be produced to prove the complaint. The model must be expressly released from its work obligation. The model is not responsible for hair, styling or make-up. In the case of justified complaints, which are proved by the customer, any payment obligation for the model, including travel expenses. If the photographer still work with the model, this shall be deemed a waiver by the customer of any complaint.



**9.2.** If a model is prevented due to an accident or illness, the agency must be notified immediately so that a replacement model can be organized. Proof of the illness / accident must be provided in writing to the agency and the customer. The agency is not liable for any additional costs.

In case of absences or delays of the model as a result of force majeure such as an accident, illness or delay of public transport, the model is not liable in all cases, but is subject to demand upon request.

**9.3.** In the case of particularly risky recordings, the customer has to take out insurance for the model. If the Agency has not explicitly informed the agency of the risk involved, the model shall be entitled to refuse performance and shall receive a cancellation fee of 70% of the agreed total tariff.

**9.4.** Further claims comply with the general statutory provisions. The liability of the model as well as its agency for any legal reason is expressly excluded except in cases of intent or gross negligence, and in any case limited to the double total tariff.

## **10. Rights of use / copyrights**

**10.1.** Unless explicitly agreed otherwise, the use of the agreed model fee license shall grant the rights of use to the above customer for one year within Switzerland for the agreed upon purpose, the agreed product and the agreed usage form. The annual period starts with the 1. day of use, but at the latest two months after the the job has been made.

**10.2.** Any further use, in particular for posters, city lights, packaging, displays, videos, as well as any use of the photo model name requires explicit written consent from the agency.

**10.3.** Rights of use are granted only by payment of the agreed fee. Any use prior to full payment of the agreed fee shall be prohibited.

## **11. Final provisions**

**11.1.** The customer neglect to make changes or additions to the bookings and deviations only after prior consultation with the agency and to refrain from submitting models to changes in the booking complement during the working days.

**11.2.** The validity of these General Terms and Conditions is not affected by the possible invalidity of individual provisions. In lieu of an ineffective provision, this shall be deemed to be agreed upon, which is as close as possible to the intended purpose. The same applies to the filling of contractual gaps.

**11.3.** Swiss law applies between the parties to these booking conditions, agency, customer and model.

**11.4.** Responsible for any disputes arising from these General Terms and Conditions are the courts at the registered office of the Agency.

Zürich, 1. January 2016