

# APL MODELS AMSTERDAM

General Booking Conditions of APL MODELS (AMSTERDAM)  
registered in Amsterdam, The Netherlands, at the Chamber of Commerce, registration number 63845989, hereinafter called "APL MODELS" (APL AGENCY is the registered trade name of APL MODELS)

## 1. General Conditions

1.1 These general booking conditions cover all agreements between APL MODELS and third parties (hereinafter called "client") relating to models or artists registered with and supplied by APL MODELS to the client.

1.2 Deviation from these general booking conditions are only valid when they are made by written agreement between the client and APL MODELS.

1.3 The general booking conditions of APL MODELS take precedence over any general booking conditions of the client, unless agreed otherwise.

## 2. Rates

2.1 The services of a model or any other person supplied by APL MODELS to the client shall be at an hourly, half daily or daily rate set by APL MODELS in accordance with the schedule of rates which is available on request at APL MODELS.

2.2 An agency commission of 20% of the total amount due in respect of the services of a model or other person supplied by APL MODELS to the client in accordance with these general booking conditions shall be payable by the client to APL MODELS in addition to the total costs of those services.

2.3 In addition to the above and unless explicitly agreed otherwise, the following conditions shall apply to the payment for the services of a model or other person supplied by APL MODELS to the client:

- **Hourly Rate:**  
Whenever a model or other person supplied by APL MODELS to the client is hired on an hourly basis there will be an additional surcharge of €15 for each booking.
- **Half-Day Rate:**  
The half-day rate is only applicable when a booking is for a period ending at 1PM or starting at 2PM on any day.

- **Daily Rate:**  
Unless the hourly or half-day rate is explicitly agreed, the daily rate will be charged regardless of the time the model or other person supplied by APL MODELS has been at the disposal of the client, provided that this time does not exceed eight hours.
- **Overtime:**  
Overtime will be charged at twice the current hourly rate. Overtime is applicable whenever the booking begins before 8AM, continues after 12AM or if the booking is for a period longer than a normal eight hour working day.
- **Fitting and Tailoring:**  
When the client requires a model to be present for fitting and tailoring, 50% of the applicable hourly rate will be charged, provided that the hour for the fitting and tailoring has been mutually agreed and the fitting and tailoring take no longer than two hours. If the fitting and tailoring take longer than two hours, the hourly rate applies.
- **Lingerie, underwear and foundation garments:**  
For modeling of the above articles, an extra surcharge of 50% will be charged.
- **Nude:**  
The taking of nude photos of models is forbidden unless the client and APL MODELS have a prior written agreement. For nude photography a minimum surcharge of the hourly rate will be charged. In addition a surcharge of 100% of the agreed fee will be charged.
- **Casting:**  
Whenever models are required for casting, no extra charges will apply unless five or more models are required. In this event an additional €70 is due.
- **Travel time:**  
For each hour or part of an hour spent travelling 50% of the hourly rate will be charged. The travel time will be calculated from the moment the model or other person leaves her/his place of residence, until the time the location will be reached. Travel time will not be charged if the booking has been quoted at the daily rate.
- **Travel expenses:**  
For work done by a model or other person the total travel expenses will be charged. These expenses will include all expenses incurred from the place of residence of the model or other person to reach the location. First Class rate will apply for train fare and Tourist Class will apply for airfare. The expenses will also include any travel by taxi, if necessary.
- Unless agreed upon otherwise APL MODELS and the client will agree on a surcharge for any materials used outside The Netherlands.
- Any fees or other charges due by the client to APL MODELS supplied to the client for a full calendar year, month or other period shall be payable in full notwithstanding that the duration may not run for the full period.

2.4 If a model appears in commercials, shows, film, television or video recordings or appears on posters, advertisement on trams or buses, billboards on shelters for public transport in deviation from the terms mentioned above, the fees and other charges due in respect of the services of the model shall be agreed in consultation between the client and APL MODELS.

2.5 All amounts mentioned during booking negotiations are exclusive of the applicable Value Added Tax.

### **3. Use Of Exposures And Takes**

The client is only allowed to use exposures and other recordings in the manner agreed between APL MODELS and the client. Any other use of exposures and other recordings is not

allowed. In particular, the client is not allowed to use photos and film images or parts thereof for window posters, stickers, calendars, packing and labels etc.

#### **4. Payment**

4.1 APL MODELS will send an invoice to the client for the amount due.

4.2 If the client does not object within eight days after the date of invoice in writing addressed to APL MODELS clearly setting out the reason for objection, the client is considered to agree with the contents of the invoice and payment of the total amount as shown in the invoice shall be due from the date of invoice.

4.3 If the invoice is not paid within eight days from the date of invoice, the client shall be in default and APL MODELS shall be entitled to interest at the valid statutory interest rate, on the total amount due from the date of invoice until payment is received by APL MODELS.

4.4 The client is not authorised to deduct from the amount due any claims the client may have against APL MODELS.

4.5 APL MODELS shall also be entitled to claim from the client all legal and other costs incurred by APL MODELS in recovering the amount due to APL MODELS.

#### **5. Cancellations**

5.1 No charge will be made to the client in respect of the cancellation of a booking for one day or part of a day, providing APL MODELS receives at least 48 hours notice of cancellation before the time the booking is due to commence. When the client gives less than 48 hours notice of cancellation a fee of 50% of the agreed fee will be charged. If the client cancels the booking on the same day for which the booking was made, then the client will be charged the full agreed fee.

5.2 There will be no charge for cancellation of a multiple-day booking, provided the client gives cancellation notice of the same number of days for which the booking was made. If the client gives a shorter period of notice of cancellation for a multiple-day booking the full agreed amount will be payable by the client.

5.3 For the calculation of the charges as mentioned in 5.1 and 5.2, the days of notice required shall begin with the first working day, and includes working days only, and does not include days of rest and local public holidays during the period.

#### **6. "Good Weather" Booking**

There will be no cancellation fee charged for the first cancellation of a booking due to bad weather conditions. For the second cancellation the client will be charged at a rate of 50% of the agreed fee for the booking. For the third cancellation the client will be charged the full agreed fee for the booking.

#### **7. Liability**

7.1 APL MODELS shall have no liability to the client in respect of any actions, proceedings, accounts, claims or demands of any kind which may from time to time be brought or made by the client in connection with any loss or damage caused to the client by APL MODELS or any of the models or other persons supplied by APL MODELS to the client unless the same were caused by malice or gross negligence.

7.2 The client releases APL MODELS from all liability in respect of any actions, proceedings, accounts, claims or demands which may from time to time be brought or made in connection with any loss or damage caused to any third party by APL MODELS to the client during the completion of work done for the client by such model or other person, unless the same were caused by malice or gross negligence.

## **8. Complaints**

Complaints against APL MODELS are only recognised on the following conditions: The complaint must show a just cause.

The complaint must be made to APL MODELS immediately in writing.

The model or other person supplied by APL MODELS must be refused by the client before any services are rendered by the model or other person supplied by APL MODELS.

## **9. Notices**

Any notice required to be given hereunder to APL MODELS shall be given in the form of a registered letter and shall only be effective when actually received by APL MODELS. For this purpose the registered letter should be addressed as follows:

### **APL MODELS**

DIVISION OF APL AGENCY

Ethekwini 2

1103AW Amsterdam

The Netherlands