

Touché Models B.V. / Terms of delivery

Fee

Determination of any modelling fee must be made with Touché Models in advance.
Modelling fees are excluded 20% agency commission and VAT.

Day rate

A day is defined as max. eight working hours between 09.00 and 18.00.
Day bookings for film are max. 10 hours, further additional working hours are at normal rate.

Half day rate

A half a day consists of four working hours, but the booking can only take place until 13.00 or from 13.30 of any day.

Agreed rate

Means a rate that is agreed between client and agency which is not in accordance with the then current rate, this will be charged with 20% agency commission.

Overtime

As far as bookings take place before 08.00 or after 24.00, twice the applicable hourly rate will be charged per hour.

Fittings / rehearsals

For fittings and rehearsals 50% of the hourly fee will be charged. If the working time is longer than two hours, the normal hourly rate applies hereafter.

Travel expenses

For bookings outside Amsterdam the full first class travel costs by train from Amsterdam Central Station to the place of destination will be charged to the client.
Travel and accommodation costs for models living abroad will be charged.

Travel time

For bookings outside Amsterdam travel time will be charged, which is 50% of the hourly fee, calculated from Amsterdam Central station to the place of destination.
At all day bookings travel time will not be charged.

Charges

Above the applicable fees are charges calculated for:

- * The use of photographs, film or video images for posters, showcards, stickers, displays, billboards, commercials and in general any use that diverges in terms of size or appearance other than agreed with the client;
- * Lingerie and/or underwear recordings;
- * Naked recordings;
- * Use of recordings in more than one country;
- * Use of recordings for more than one topic;
- * Use of recordings for more than one medium;
- * Use of the internet;
- * Using social media or any media.

If any surcharge per calendar month or other period is due, the client must cover all applicable surcharge, even though the facility or the material is not used during the entire term. Also, the client is obliged to report all changes and adjustments to Touché Models, concerning the use of the material, which is agreed between the client and the model. For any damages to the model or Touché Models resulting from a (booking) agreement, the client will be held responsible.

Cancellation fee

- * No costs: Cancellation 48 hours before the booking of models living in the Netherlands, ex 100% travel and accommodation costs;
Cancellation 72 hours before the booking of models living abroad, ex 100% travel and accommodation costs;
- * 50% : Cancellation 24 hours before the booking of models living in the Netherlands, ex 100% travel and accommodation costs;
Cancellation 24 hours before the booking of models living abroad, ex 100% travel and accommodation costs;
- * 100%: Cancellation on date of booking: The entire agreed fee is indebted. At multiple day bookings the notice term is as long as the number of days booked. When the term is not held, the entire agreed fee is indebted, including 100% travel and accommodation costs.

Good-weather-booking

At a good-weather-booking the client must explicitly indicate that it concerns a good-weather-booking.

- * First cancellation: no costs;
- * Second cancellation: 50% of the agreed fee;
- * Third cancellation: 100% of the agreed fee.

Options

Options on models need to be confirmed as booking 24 hours before the start of any booking. Bookings are prior to options, but in consultation with the person who has placed the first option, he/she will have to decide.

Exclusive rights

If the client prefers an exclusive right for a model, a binding agreement must be made with Touché Models in advance. Special rates apply.

Payment

- * In the absence of cash payment the client will, on behalf of the model of Touché Models, receive an invoice of the amount due. If the client does not submit a motivated claim in writing within 8 days after invoice date he/she will be deemed fully to agree with the contents of the invoice received. The amount due must be paid and credited to the bank account of Touché Models within 15 days after invoice date.
- * From the day payment is overdue, Touché Models will be entitled to charge the client 1,5 % interest per month, in which parts of a month counts as a full month.
- * All costs made by Touché Models on behalf of the model for implementing the rights of the model and/or Touché Models, as well as all judicial and extrajudicial costs will be borne by the client.
- * Extrajudicial costs are payable by the client without summation or letter of formal notice in all cases where the model and/or Touché Models were forced to involve legal services for collection of the claim or maintaining their rights.
- * The client obtains the right to use the images made first after payment of the amounts due.

Liability

Touché is not liable for any damage that may have been created if the model (partially) fails to fulfil any commitment, whether or not established between client and model through Touché Models. The client takes liability for all damages which result from a (booking) agreement to the model and Touché Models.

Complaints about the model / refusal

In case of a justified complaint from a client any claim of Touché Models will be voided, under the condition that the client directly specifies the complaint and, if necessary, proves. The model should be denied immediately.

Dispute resolution

All disputes arising from this agreement are judged by Dutch law and should be brought before the competent court in Amsterdam.

Touché Models B.V. is registered at the Chamber of Commerce in Amsterdam nr. 34133400.

Amendments reserved.