

FIRST MODEL MANAGEMENT LONDON LIMITED

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Part A — Client Booking Terms & Conditions

These Terms apply to every booking arranged through First Model Management for modelling, talent, appearance, fitting, showroom, Runway, influencer, content, campaign or related services, unless separate written terms are expressly agreed and signed by the Agency.

1.1 Definitions. In these Terms: “Agency” means First Model Management London Limited; “Client” means the person, brand, business, production company, agency or other entity named in the Booking Confirmation; “Model” means the individual talent introduced by the Agency; “Booking” means the services described in the Booking Confirmation; “Booking Confirmation” means the Agency’s written booking summary issued by email, message or other written form; and “Media” means all stills, moving images, audio, digital files, edits, derivatives and associated materials created in connection with a Booking.

1.2 Interpretation. References to writing include email and other written electronic communications. Headings are for convenience only and do not affect interpretation. Singular words include the plural and vice versa where the context requires.

2.1 Entire booking contract. Each Booking Confirmation together with these Terms forms the entire agreement between the Agency and the Client for that Booking. No purchase order terms, supplier terms or other client paperwork will apply unless expressly accepted in writing by a director or authorised representative of the Agency.

2.2 Acceptance. A Booking is treated as accepted when the Client signs the Booking Confirmation, confirms it by email or message, issues a call sheet, uses the Model’s services, or otherwise proceeds with the Booking after receipt of the Booking Confirmation.

2.3 Priority of documents. If there is any inconsistency between these Terms and a Booking Confirmation, the Booking Confirmation will prevail only to the extent that it expressly states it varies these Terms.

3.1 Provisional bookings. Where a date is placed on hold or option, that hold is provisional only and subject to prior Booking confirmations, first refusal rights and any deadline set by the Agency. The Agency may release a provisional hold if the Client does not confirm the booking 48hrs before the day of the job the option pertains to.

3.2 Good faith cooperation. The Client shall respond promptly to first refusal requests and shall not seek to hold dates speculatively or unreasonably so as to prevent the Agency from placing the Model on other work.

4.1 Fee basis. Fees are charged at the rates and on the basis stated on the Booking Confirmation, which may include day rates, half-day rates, hourly rates, fitting fees,

rehearsal fees, rehearsal travel, usage fees, buyouts, exclusivity fees, expenses and VAT.

4.2 Standard day. Unless otherwise stated, a standard day is up to eight hours between 9.00 am and 6.00 pm, inclusive of a reasonable meal break.

4.3 Invoicing and payment. The Agency will invoice the Client, and the Client remains primarily liable for full payment whether or not the Client recovers payment from any end-client, intermediary or production partner. Unless otherwise agreed in writing, invoices are payable within 30 days of the invoice date.

4.4 Condition precedent to usage. Any right to publish, post, exploit or otherwise use Media or the Model's image is conditional upon the Agency receiving all fees and sums due in cleared funds on or before the due date.

4.5 Late payment. The Agency may charge interest on overdue sums, withhold future usage approvals, suspend further Bookings and recover reasonable costs of collection on any overdue account.

5.1 Overtime. Overtime applies outside the standard day and outside the hours stated in the Booking Confirmation. Unless the Booking Confirmation states alternative overtime terms, work after 6.00 pm and before 9.00 am, work on Saturdays, and work on Sundays or UK Bank Holidays shall be charged at enhanced rates customarily applied by London model agencies.

5.2 Night work. Work between midnight and 9.00 am, or any unusually onerous rehearsal, travel or call-time, shall be charged at a special rate agreed by the Agency.

5.3 Fittings and rehearsals. Fittings, castings beyond a short attendance, rehearsals and pre-light or pre-production attendance are chargeable unless expressly stated otherwise in writing by the Agency.

5.4 Travel and distance. Travel time, transport, accommodation, transfers, per diems and related costs are chargeable where a Booking requires travel outside central London, early or late attendance, overnight stay or international movement. Any travel arrangements must be approved in advance by the Agency.

5.5 Location bookings. Where the Model is kept on location or otherwise prevented from returning to London or to other booked work, additional fees may apply for each affected day together with associated costs.

6.1 Usage is limited. The Booking fee covers only the services expressly identified in the Booking Confirmation. No usage rights are granted except those expressly stated in writing by the Agency.

6.2 Default permitted use. Unless the Booking Confirmation expressly states otherwise, any agreed initial permitted use is limited to one image, in one specified published medium, for one year, in the United Kingdom only. Any variation to

territory, term, media, format, category or audience requires prior written approval and additional fees.

6.3 Stills, moving image and 3D capture. Unless specifically authorised in the Booking Confirmation, the Client is authorised to capture two-dimensional still images only. Moving image, sound, volumetric capture, 3D scanning, avatar generation, body or face mapping, and any other enhanced capture require prior written approval by the Agency.

6.4 No assignment or sublicense. The Client may not assign, sell, gift, share or sublicense any usage rights or Media to a third party, group company, distributor, franchisee, retailer, marketplace or platform except as expressly stated in the Booking Confirmation.

6.5 Additional usage. Any extension, holdover, reposting, re-edit, international use, paid social advertising, e-commerce continuation, digital display, out-of-home use, point of sale, packaging, broadcast, cinema, streaming, PR books, trade use, investor use or archival exploitation requires written approval and payment of additional fees before the additional use occurs.

6.6 Moral, reputational and contextual protection. The Client shall not use the Model's name, image, voice or likeness in a way that is defamatory, pornographic, unlawful, discriminatory, misleading, politically partisan, materially false, or otherwise reasonably capable of harming the Model's reputation or personal dignity.

7.1 Retouching and edits. Retouching, compositing, overlay text, body manipulation, de-ageing, voice processing or materially altering the context or appearance of the Model is not permitted beyond standard editorial retouching unless the Agency has given specific written approval.

7.2 Artificial intelligence restriction. The Client shall not use, and shall not permit others to use, any image, footage, likeness, biometric information, voice, measurements or other personal data relating to the Model for the training, fine-tuning, testing, development or deployment of artificial intelligence systems, machine learning tools, synthetic media, deepfakes, digital doubles or biometric recognition systems without the Agency's prior written consent and any separate licence the Agency requires.

7.3 Metadata and dataset restriction. The Client may not compile the Media or any related metadata into datasets, model cards, internal libraries or searchable archives intended for machine training, automation, facial analysis or identity matching without prior written approval.

8.1 Cancellation by Client. If a confirmed Booking is cancelled or postponed by the Client, the Agency may charge cancellation fees taking into account the timing of cancellation, the time reserved, the nature of the Booking, any exclusivity committed, and any lost opportunity to place the Model elsewhere.

8.2 Illustrative cancellation scale. Unless an alternative scale is stated in the Booking Confirmation: more than 48 hours' notice may attract agreed out-of-pocket costs only; 24 to 48 hours' notice may attract up to 50% of the booking fee; less than 24 hours' notice, same-day cancellation, no-show or release on arrival may attract up to 100% of the booking fee together with agreed expenses and any committed usage or exclusivity elements already incurred.

8.3 Weather days and uncontrollable rescheduling. Where the Booking is weather-dependent or materially affected by conditions outside the parties' reasonable control, the Agency may agree revised timing or a weather-day fee, but no rescheduling is binding unless confirmed in writing by the Agency.

8.4 Illness or withdrawal. The Agency will use reasonable endeavours to provide a replacement where practical if a Model becomes unavailable through illness, transport disruption or another unforeseen event, but the Agency does not guarantee replacement or continuity of the same talent.

9.1 Safe working environment. The Client is responsible for ensuring that the Booking location, call times, production plan, transport and working conditions are safe, lawful, professionally managed and suitable for the services requested.

9.2 Risk assessments and welfare. The Client must carry out and maintain all risk assessments, permits, licences and insurances reasonably required for the Booking and must provide suitable facilities, refreshments, breaks, changing privacy, weather protection and appropriate welfare arrangements.

9.3 No hazardous or intimate content without express agreement. The Client must disclose in advance any nudity, implied nudity, lingerie, swimwear, stunts, animals, water work, sports, elevated surfaces, pyrotechnics, travel to remote locations, overnight supervision requirements or any intimate or potentially hazardous aspect of the Booking. The Agency may refuse or withdraw a Model if any such element is not properly disclosed or safely managed.

10.1 non-circumvention. The Client must not, without the Agency's prior written consent, book, engage, pay, direct, solicit or negotiate with the Model directly during the Booking or for any related, repeat or follow-on work first introduced by the Agency.

10.2 No direct contact details for commercial use. The Client must not request or use the Model's personal contact details for booking purposes, nor encourage the Model to bypass the Agency. Any extension, re-booking or derivative project must be negotiated through the Agency.

10.3 Commission protection. If the Client or any connected person books or uses the Model in breach of this clause, the Agency shall remain entitled to the fees and commission it would reasonably have earned had the Booking been placed through the Agency.

11.1 Client warranties. The Client warrants that it has authority to enter into the Booking, that all product claims, scripts, captions, campaign messages and contextual uses are lawful and accurate, and that all content supplied by or on behalf of the Client does not infringe third-party rights.

11.2 Approvals and releases. Any model release, consent letter, production terms or additional usage document requested by the Client must be submitted to the Agency in advance for review. No release shall vary these Terms unless expressly executed by the Agency.

12.1 Agency role. The Agency acts as an intermediary and booking agent. Except to the extent caused by the Agency's own negligence or willful default, the Agency is not liable for the acts, omissions, conduct, punctuality, performance, styling choices, suitability or statements of any Model, photographer, production provider or third party engaged for the Booking.

12.2 Exclusion of indirect loss. To the fullest extent permitted by law, neither party shall be liable to the other for loss of profit, loss of opportunity, loss of goodwill, consequential loss or indirect loss arising out of a Booking.

12.3 Liability cap. Subject to clause 12.4, the Agency's aggregate liability in relation to any Booking shall not exceed the fees actually received by the Agency for that Booking.

12.4 non-excludable liability. Nothing in these Terms excludes liability for death or personal injury caused by negligence, fraud or any liability which cannot lawfully be excluded or restricted.

12.5 Insurance. The Client shall maintain throughout the Booking appropriate public liability insurance, employer's liability insurance where required by law, and any production, event, travel or specialist insurance reasonably required for the Booking.

13.1 Confidential business terms. Rates, hold terms, campaign plans, personal details, availability, and all commercial negotiations relating to the Booking are confidential and must not be disclosed except to professional advisers or where required by law.

13.2 Announcements. The Client shall not issue a press release or public announcement naming the Model or the Agency in connection with a Booking until the Booking is confirmed and any timing restrictions or publicity embargoes have been agreed.

14.1 Compliance with data law. Each party shall comply with applicable data protection laws, including the UK GDPR and Data Protection Act 2018, in relation to any personal data processed under or in connection with Booking.

14.2 Purpose limitation. Personal data supplied by the Agency, including portfolios, comp cards, measurements, availability, travel details and other identifying

information, may be used only for evaluating, arranging and executing the Booking and for no unrelated purpose.

14.3 Security and deletion. The Client shall keep personal data secure, restrict access on a need-to-know basis and, on request, delete or securely return personal data that is no longer necessary for the agreed purpose, save where retention is required by law.

15.1 Minors and young people. Where a Booking involves a minor or young person, the Client must provide in advance all information reasonably required by the Agency regarding call times, education interference, chaperoning, permit requirements, content, location, transport and safeguarding arrangements.

15.2 Enhanced standards. The Agency may impose additional conditions, documentation and withdrawal rights where a Booking involves a minor, vulnerable person or sensitive subject matter.

16.1 Immediate suspension or withdrawal. The Agency may suspend or withdraw a Model and may terminate the Booking immediately if payment is overdue, working conditions are unsafe, there has been material non-disclosure, the agreed content materially changes, or the Client otherwise breaches these Terms.

16.2 Consequences. Termination or withdrawal does not affect accrued rights, including the Agency's right to payment for services already reserved or performed, cancellation charges, expenses, and any damages or equitable relief available for misuse of Media or personal data.

17.1 Amendments. No variation of these Terms is effective unless it is in writing and signed or expressly confirmed by the Agency.

17.2 Severance. If any provision is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

17.3 Third-party rights. A person who is not a party to a Booking shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term, save that the Model may rely upon clauses intended for the Model's welfare, image protection or confidentiality.

17.4 Governing law and jurisdiction. These Terms and each Booking are governed by the laws of England and Wales, and the courts of England and Wales shall have exclusive jurisdiction.

Part B — Website Terms of Use

These website terms govern access to and use of the First Model Management website, related online resources, social profiles and any online application or enquiry forms made available by the Agency.

18.1 Acceptance of terms. By accessing or using the website, the user agrees to be bound by these website terms together with the Agency's Privacy Policy and Cookie Policy. If a user does not agree, the user must not use the site.

18.2 Changes to terms. The Agency may revise these website terms from time to time by posting an updated version on the site. Continued use of the site after publication of changes constitutes acceptance of the revised terms.

19.1 Ownership of content. All text, branding, logos, layouts, designs, comp cards, portfolio images, moving image clips, graphics, downloads and other content on the site are owned by or licensed to the Agency and are protected by copyright, trade mark and other intellectual property rights.

19.2 Limited licence. Users may view the site and print or download extracts for personal, non-commercial reference only. No part of the site may be copied, framed, scraped, mirrored, republished, sold, licensed, distributed or used for commercial purposes without prior written consent.

19.3 Model images. Any images or videos of Agency talent displayed on the site are shown solely for portfolio, profile and promotional purposes of the Agency and may not be copied, stored, republished or otherwise exploited without express written permission from the Agency and any relevant rights holders.

20.1 Acceptable use. Users must not misuse the site by introducing malicious code, attempting unauthorised access, interfering with security, harvesting data, using bots or scraping tools, submitting unlawful or abusive content, or using the site in a way that could damage the Agency's systems, reputation or legal rights.

20.2 No unlawful reliance. The site must not be used to create misleading endorsements, false affiliations, fake castings, impersonation, portfolio fraud, or any unlawful or discriminatory conduct.

21.1 Information only. The Agency aims to keep website content accurate and current, but does not guarantee that portfolio material, biographies, measurements, availability, social reach, services or any other information will be complete, current, uninterrupted or error-free at all times.

21.2 Availability. The Agency may suspend, withdraw, modify or restrict access to any part of the site without notice. The site is provided on an "as is" and "as available" basis to the fullest extent permitted by law.

21.3 Liability. To the fullest extent permitted by law, the Agency excludes liability for any loss arising from reliance on site content, temporary unavailability, viruses,

external interference or the actions of third-party service providers, except where liability cannot lawfully be excluded.

22.1 External links. The site may contain links to third-party websites, booking platforms, portfolio tools or social channels. Such links are provided for convenience only and do not imply endorsement. The Agency is not responsible for the content, availability or practices of external sites.

23.1 Applications and enquiries. If a user submits an application, portfolio, image, showreel, message or enquiry through the site or related online resources, the user confirms that the information supplied is accurate, that the user has the right to submit the material, and that the material does not infringe privacy, publicity or intellectual property rights of any third party.

23.2 No obligation to offer representation. Submission of an application or enquiry does not create any obligation on the Agency to respond, audition, represent, book or engage with the sender.

23.3 Communications. Users must not send unlawful, harassing, discriminatory, fraudulent or offensive communications through the site or to Agency addresses listed on the site.

24.1 Privacy and cookies. The Agency's collection and use of personal data through the site is governed by its Privacy Policy and Cookie Policy. Where the site uses cookies or analytics technologies, these shall be managed in accordance with applicable law and the Agency's stated cookie controls.

24.2 Data submitted via forms. Personal data submitted through application or contact forms may be used by the Agency to assess applications, respond to enquiries, manage talent opportunities, maintain records and comply with legal obligations as more fully described in the Privacy Policy.

25.1 Governing law. These website terms are governed by the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction over any dispute arising from or connected with the site.

25.2 Contact. Questions regarding these website terms may be directed to info@firstmodelmanagement.co.uk or by post to 72 Wilton Road, London SW1V 1DE.

