

TERMS & CONDITIONS

ESTETICA models - Mario Plennert GmbH
Kalmanstraße 16/1/3, 4614 Marchtrenk

Unless otherwise agreed in writing, all terms and conditions shall establish a contractual relationship between the customer and the photography model that is represented by the modeling agency.

1) TERMS AND CONDITIONS FOR BOOKING MODELS:

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 at the time of booking.
2. The client shall owe the agency a commission. Unless agreed otherwise in writing at the time of booking, this commission shall amount to 20 % of the model's fee, or of the cancellation fee, plus VAT, however at least 30 €.
3. Any claims of the client against the model may not be offset against the agency's claim to a commission, nor shall the client be entitled to exercise a right of retention.
4. The client also shall owe the agency a commission for subsequent bookings as long as the model is represented by the agency. The client shall undertake to refrain from direct bookings, which circumvent the agency. The right to commission results in any event.
5. At no time the agency shall be liable for any insurance associated with the model during time of working including the statutory accident insurance, GSVG as well as any other insurance.
6. Estetica Models shall not be held liable, as it only works in behalf of the model. It is the clients' or model's the legal obligation to clarify any rules regarding the insurance and act accordingly.

2) INVOICING:

All invoice fees shall be paid directly to Estetica Models Agency and not impact any model. Travel expenses as well as the usual customary mileage rate can be compensated immediately with the model.

3) BOOKING:

Every booking will be confirmed after being signed or a verbal agreement and shall be binding for both parties.

In case of rebooking the following shall apply:

1. Rebooking: No refund plus additional processing fee
2. Rebooking: No refund plus additional 25 % of the agreed fee
3. Rebooking: No refund plus additional 50% of the agreed fee
4. Rebooking without a specific time range shall not be accepted and will be charged with 100% cancellation fee.

Nude, semi-nude, risk or lingerie photography requires the express request and prior written approval of the agency. If the model was not expressly informed, the model shall be entitled to refuse performance and shall receive a cancellation fee in the amount of 100 % of the entire fee, which was agreed. Additional Fees for other services will be negotiated on a case-by-case basis between the client and the Agency. It is the responsibility of the Client as 'end-user' of models to ensure that it is adequately insured especially if it endangers the model in any kind of way.

4) CANCELLATION:

In the event of cancellation 3 months prior to the event, 50% of the booking fee will be charged.

In the event of cancellation within 3 months up to 14 days to the booking date 80% booking fee will be charged and payable by the client.

Within 14 days of the booking call time the full booking fee will be charged and payable by the client.

The cancellation conditions of any third party providers are not subject to the content control of Estetica models. Any nullities in the terms and conditions or cancellation conditions of the third-party providers have no influence on the validity of Estetica Models terms and conditions.

The Agency shall not be liable to the client for any delay in performing or failure to perform any of its obligations under these terms and conditions which is due to any cause beyond its control and which is unknown to, and cannot reasonably be anticipated by the Agency including without limitation fire, flood or catastrophe, acts of God, insurrection, workforce action, war or riots (an "Event of Force Majeure").

5) WORKING TIME:

A 'day' is an 8-hour period (excluding lunch break). A 'half day' with a maximum of 4 hours. Overtime rates apply at any time in excess of an 8-hour period including any time outside 6 am and 10pm and will be charged with one-and-a-half times the hourly rate. There will be no extra charge for a shot, which finishes within 30 minutes after the booked time.

If fitting or hair styling is necessary this will be added to the actual working time. Any time spent by the model for fittings or hair styling will also be charged as working time. Any time spent travelling by the model and client to or from a client's venue / location will count as working time nevertheless travelling less than an hour per day is included in the daily rate. Any travel days required will be charged at half the model's day rate.

Any time spent by the model for Fitting, meetings at a hairdresser or travelling to a fashion show will be charged at half the agreed fee.

6) RECOMPENSE FOR DAILY TRAVEL TIME

Travel expenses incurred in travelling to and from the location shall only be paid in the event that the travel time falls, in whole or in part, within the normal working hours of the Model.

The amount paid shall be:

- The daily fee for up to 2 days of work
- 50% of the daily fee for up to 4 days of work
- No travel expenses are paid for 5 or more days of work unless the travelling time to and from the location is more than 1 working day.

7) TRAVEL EXPENSES

In respect of trips the Client shall bear all travel, overnight and subsistence costs incurred by the Model from the airport, train, bus or taxi station from which he/she departs. The lump sum subsistence rate payable is based on the standard daily rates allowed for tax purposes and is only paid on submission of receipts. In case the model travels on his/her own these expenses shall be reimbursed through customary mileage rate.

8) RIGHTS OF USE:

The entitlement of the rights of use, publication, or exhibition shall result as soon as the agreed buyout has been paid to Estetica Models – Mario Plennert GmbH.

Unless otherwise agreed, paying the agreed model's fee shall give the client exclusively all rights of use to the photographs for one year within the territory of the state of Austria for the agreed use, the agreed product and the agreed form of use. The limit of one year shall begin at the time of first actual use, but no later than two months after the photographs were taken.

Any utilizations going beyond those listed above, shall require the express written consent of Estetica Models – Mario Plennert GmbH.

Violation by the client of this contractual clause shall result in a penalty + a tenfold compensation of the daily models' fee. Additionally 20% VAT and 20% provision will be added. Test shots and unpaid photos shall not be published.

In case of ANY dispute: full compensation shall be paid to the agency and the model.

9) RECLAMATIONS

Any cause for complaint must be reported to the agency by the client as soon as it arises. The model shall not be responsible for regarding complaints as Hairstyling, Styling (Clothing, Accessories) and make-up.

Other than Polaroid images, no other pictures shall be taken. If photographs are taken nevertheless, the client shall be considered as having waived all the rights to complaint.

In the unlikely event of non-compliance with the contract terms either through the Model or through the agency, Estetica Models – Mario Plennert GmbH shall reserve the right to do so without liability to the client. The fees and agency provision paid will no longer apply.

10) ACCESSOIRES & CLOTHES

Accessories and clothes will be provided through the model depending on the availability. Nevertheless this shall not be an obligation. In case of special requests, the agency shall be notified in advance and if possible the Accessories will then be provided. Rental fees will be passed to the customer without any surcharges.

11) PAYMENT TERMS AND CONDITIONS

Estetica models shall be entitled to invoice the customer immediately after work completion.

All invoiced amounts are due immediately without deductions. An interest charge of 15% per month will be charged on all invoices that are fall overdue. In order to cover its expenses the agency shall also be entitled to demand an advance payment as follows:

- 40% of the price shall be due upon receipt of the order confirmation
- 40% within 14 days to the event period and
- the rest upon event completion.

Deductions of any type shall be prohibited.

If the customer fails to comply with the payment obligation, Estetica Models shall reserve the right to add a default interest rate of 15 % to the agreed rate.

12) LIABILITY & DISCLAIMER

Any liability for claims shall be made against the customer on the basis of the service provided by the agency (e.g. advertising measures) is expressly excluded if the agency has complied with its notification. In particular, the agency is not liable for any litigation costs, fees for publication of court decisions, as well as for any possible compensation claims or any other claims by third parties.

The agency works as an intermediary and carries out the contract considering the generally recognized legal principles and shall point out the customer of any risks.

The agency shall only be liable for damages in the context of the legal provision if the intent or gross negligence can be proven. Liability for light negligence is excluded. The burden to prove gross negligence shall lie with the aggrieved party.

DISCLAIMER:

Any models, stylists or other persons provided through Mario Plennert GmbH shall not be held liable for any direct damage or consequential damage caused as part of a contract by ESTETICA models - Mario Plennert GmbH.

13) FINAL PROVISIONS:

1. The Client shall undertake to only make amendments or additions to the bookings and to only deviate from these booking terms and conditions with the prior verbal agreement of the Agency and shall refrain from enjoining the Model to make amendments or additions to the bookings during the working days.
2. The validity of the booking terms and conditions shall not be affected should any individual provision become ineffective. In the place of the ineffective provision, such provision shall be deemed to have been agreed that best approximates the original intent and purpose. The same shall apply to the closing of any loopholes in the contract
3. The agency shall conclude agreements exclusively based on behalf of their own terms and conditions.
4. Austrian law shall apply to all parties to these booking conditions, agency, client and model. Place of performance for all obligations arising from the bookings in connection with rights of use shall be the place of business of the agency.
5. It is the responsibility of the Client as 'end-user' of models to ensure that it is adequately covered for accidents and injuries Insurance to cover all talent booked at all locations (studio / location) as a result of harm or injury that may arise as a result of the engagement of model services.

14) THE PARTIES HEREBY SUBMIT TO THE EXCLUSIVE JURISDICTION AND PLACE OF PERFORMANCE OF WELS-LAND.