

Terms and Conditions
models+actorsrepublic, Modelling and Acting agency

General clauses

1.1. The present Terms and Conditions are an integral part of all contracts between models+actorsrepublic (hereinafter referred to as the Agency), the Clients, and the models/actors (hereinafter referred to as the Models).

1.2. The version active at the time of contract conclusion shall prevail. Any deviations from the present Terms and Conditions as well as any additional agreements are valid only if expressly confirmed in writing by the Agency in advance in the respective case.

1.3. Unless otherwise agreed upon expressly and in writing for a specific case, no Terms and Conditions on part of the Client will be accepted. The Agency expressly objects to the Client's Terms and Conditions. No further objection to the Client's Terms and Conditions by the Agency is required.

1.4. Severability clause: Should any provision of the present Terms and Conditions be invalid or unenforceable for any other reason, the remaining provisions of the present Terms and Conditions shall remain valid. In such a case, the provision that has been proven invalid or unenforceable for any other reason shall be replaced by a valid provision which comes economically closest to the one proven invalid or unenforceable.

1.5. The Agency's offers shall be non-obligatory and non-binding.

2. Conditions for booking and conclusion of contract

2.1. Written or oral requests uttered by Clients shall not oblige the Agency to conclude a contract.

2.2. Following verification of Clients' requests by models+actorsrepublic, the Agency can present the Clients with a non-binding written tender containing all key points of a potential contract. It then resides with the Client to make a binding tender.

2.3. By signing and returning said 'letter of tender' to models+actorsrepublic, the potential Client has presented a binding tender to the Agency.

2.4. models+actorsrepublic can accept by confirming the Client's binding tender in writing. The contract shall be regarded as concluded only when models+actorsrepublic has sent said confirmation of the assignment.

2.5. models+actorsrepublic makes declarations and agreements with respect to the Client and the booker in the name of, and on behalf of, the Model. Clients and bookers are those individuals who place bookings with the Agency, unless expressly agreed upon otherwise at the time of the booking.

2.6. The Client will be charged the commission even for follow-up bookings for as long as the Model is represented by the Agency. The Client expressly pledges to refrain from direct bookings bypassing the Agency. The Client owes the Agency commission even in case the

Agency is bypassed. The Agency's claim to commission from the Client shall remain in force in any case.

2.7. Likewise, the Model pledges not to accept direct bookings bypassing the Agency.

3. Options and bookings; working hours

3.1. Options (reservations for a certain date and time not to be altered unilaterally) shall expire unless converted into fixed bookings no later than three business days prior to the beginning of work (by written message reaching models+actorsrepublic until 6.00 pm). models+actorsrepublic shall register options in the sequence in which they are received by the Agency.

3.2. Fixed bookings shall be binding for both the Model and the Client. models+actorsrepublic shall set up a booking confirmation including all relevant details. It shall be sent to the Client and the Model by e-mail.

3.3. Bookings or re-bookings depending on weather conditions can only be accepted with a maximum of 2 alternative dates. The following shall apply in the case of re-bookings: No costs shall incur for the first re-booking; at the second re-booking, an additional 50% of the total fee agreed upon will be charged. Re-bookings for indefinite times can by no means be accepted, which is hereby expressly pointed out. More than 2 re-bookings shall be regarded as cancellation and charged accordingly (total contractual fee).

3.4. Nudes, partial nudes, underwear shots, and other risqué shots must be precisely defined with models+actorsrepublic prior to booking. This includes a written request that must be confirmed in writing by the Agency after consulting with the Model. If this procedure is not followed, the Model is entitled to refuse work and be fully compensated.

3.5. A Model's working hours are regulated as follows: Work begins at the time of arrival at the contractually agreed upon location. Preparations for modelling, such as make-up, hair, fittings, set changes, or the like are fully counted as working hours. The contractual number of working hours (hourly fees) is expressly regulated and fixed in the booking (tender).

3.6. The Client has to provide separate and sufficient (accident and liability) insurance for the Model for each booking at their own cost.

4. Cancellation

4.1. Cancellation of a fixed or optional booking must always be in writing (e-mail, letter) and reach the Agency on a business day (Monday to Friday). If the cancellation reaches the Agency on a business day later than 5.00 pm, it is regarded as declared only on the following business day.

4.2. Any cancellation of a booking already confirmed is chargeable. If a booking is cancelled by the Client within 5–8 days prior to the contractually fixed beginning of work, they will be charged 50% of the agreed upon total fee plus actual expenses; in case of cancellation 1–4 days prior to the contractually fixed beginning of work, they will be charged 100% of the agreed upon total fee plus actual expenses.

5. Complaints

5.1 Complaints must be issued to the Agency in writing and immediately at the Model's location of employment. Otherwise, the complaint is not noteworthy and does not incur any legal consequences. Complaints at a time later than the Model's employment will not be recognised. In case of a complaint, permission to use the recorded footage is expressly denied.

5.2. In the case of culpable late arrival on part of the Model (oversleeping), the Model must make up for an amount of time equal to their delay. The Client can only demand a reduction of the fee when the Agency, following notification of models+actorsrepublic by the Client, has failed to provide of an equivalent replacement Model within one calendar day.

5.3. In the case of total or partial failure to make up for the delayed time, the Model's daily fee will be reduced accordingly.

5.4. In the case of non-culpable late arrival on part of the Model (car accident, third-party car accident, traffic congestion, delays, or cancellation in public transport, etc.), force majeure becomes effective, i.e., neither the Agency nor the Model shall be liable. Incurring costs shall not be borne by the Agency or the Model. If the Model is taken ill shortly before the contractually agreed upon work, this has to be documented via evidence (doctor's note). If said evidence is produced, the Agency and the Model must be indemnified and held harmless.

6. Fee and payment (Client's payment conditions)

6.1. The fee payable to models+actorsrepublic by the Clients is composed by the agreed upon fee for the Model, the publication and exploitation fee, and the agreed upon Agency commission for models+actorsrepublic plus the legal value added tax. Unless agreed upon otherwise, the Agency commission will be 20% of the agreed upon Model fee or the payable cancellation fee, each plus the relevant legal VAT.

6.2. Models are not permitted to accept fees on behalf of the Agency. Should this happen anyway, such payment shall not relieve the Agency's Client from their debt. The volume of the fee and the procedures of invoicing must always be agreed upon with the Agency in advance.

6.3. Unless agreed upon otherwise, expenses to be borne by the Client shall include the Model's travel and accommodation, wherein half a daily fee can be additionally charged for each travel day.

6.4. If no other written agreement exists between models+actorsrepublic and the Client, or a third party, the volume of one booked day for photo shooting is capped at eight hours; for film shooting at ten hours. Further services have to be agreed upon separately and incur additional remuneration.

6.5. Unless otherwise agreed upon in writing, payment is due without deductions and expenses immediately upon reception of the invoices submitted by models+actorsrepublic and must be via transfer to the account indicated by models+actorsrepublic.

6.6. Claims asserted by models+actorsrepublic cannot be set off against counterclaims of whatever kind.

6.7. If the Client or any other payer is in default of payment, either culpably or not-culpably, default interest of 12% p.a. shall incur. This does not affect claims to compensation of any higher interest.

Moreover, the Client or any other payer must compensate models+actorsrepublic for any reminder or collection fees necessary for the appropriate legal prosecution. The Client or other payer hereby expressly acknowledges that an amount of no less than € 20.00 with an additional amount of no less than € 10.00 per half-year for keeping the obligation on record shall be regarded as adequate.

Any other damage resulting from the delay in payment must be compensated by the Client or any other payer irrespective of their culpability with respect to said delay.

7. Liability

7.1. In general, models+actorsrepublic shall not be liable towards the Client in case of light negligence. In all other cases, the Agency's liability shall be limited to damage that is associated with the contract and foreseeable and not exceed the tune of the booking fee agreed upon with the Client or another third party. The Agency shall not be liable for a Model's behaviour. If a Model's behaviour was causal to the damage, e.g., noncompliance with the booking, models+actorsrepublic must be indemnified and held harmless by the Model.

7.2. The agency shall not be liable for indirect damage, profit losses, interest losses, failure to save, collateral damage or financial losses, or damage due to third-party claims.

7.3. In all cases in which demands are brought against models+actorsrepublic, the claimant must prove gross negligence or a major degree of culpability. Compensation claims against models+actorsrepublic shall in any case expire by limitation one year after placement of the assignment.

7.4. models+actorsrepublic or the Model shall not be liable for direct or indirect damage or collateral damage to occur in the course of their activity, including: defects of goods and products, breaking, damage to objects as well as damage to third parties; damage of any kind to occur within the work and activity.

7.5. If the assignment entails special risks for the Model, the Client must take out adequate insurance in favour of the Model at the Client's cost. In any case, models+actorsrepublic shall be indemnified and held harmless by the Client with respect to all associated demands.

7.6. The Agency shall not be liable for any legal costs, the Client's counsel fees, or costs of publications of judgements, nor for any claims for damages or other claims by third parties; in this respect, the Agency shall be indemnified and held harmless by the Client.

8. Industrial property rights

8.1. If no special written agreements exist between models+actorsrepublic and the Client regarding rights to use, exploitation, and publication, the Client or any respective third party shall have the exclusive right to use the contractually specified (photographic or film) recordings for one circulation, or once in a period of one year following the time of placing the assignment, in Austria for one medium only (e.g. poster, magazine, TV, etc.). Neither the Client nor any respective third party shall have any further-reaching rights. More specifically, models+actorsrepublic's contract partner must not assign the established rights to use, exploitation, and publication to third parties or in any form whatsoever unless this has been approved by models+actorsrepublic in writing.

8.2. If the established or agreed upon rights to use, exploitation, and publication are exceeded in violation of the present Terms and Conditions, the Client must pay models+actorsrepublic, the Model's representative in the present case, at least twice the entire fee as defined in section 6 of the present Terms and Conditions. Any damage exceeding this amount must in any case be compensated for in addition.

8.3. The rights to use, exploitation, and publication shall be regarded as in effect only upon complete payment to models+actorsrepublic.

8.4. In the case of publication or use, the Client or third party must send two specimen copies free of charge. In the case of expensive productions with a small circulation, the number of specimen copies shall be reduced to one. In the case of film shoots, the specimen material may be submitted in a high-quality video or DVD format.

8.4. In any case, models+actorsrepublic shall have a comprehensive right to be informed by the Client or third party as to the details and scope of any use, exploitation, and publication of the contractually specified photographic and/or film footage. The Client (or a third party) must do their utmost to satisfy models+actorsrepublic's requests for information.

9. Data protection

9.1. All employers of models+actorsrepublic are familiar with the secrecy obligations under data protection law and have been obligated by models+actorsrepublic to follow them. The Client and the Model shall acknowledge that use of the Client's details as specified in the respective contract and the Model's details, respectively, are saved and processed solely for the purposes of accounting, Model records, and Client records. Moreover, the details are used to meet legal provisions and to cover monetary transactions.

9.2. models+actorsrepublic shall not reveal details of Models and Clients to third parties unless absolutely necessary for contract execution. The Model or Client agrees to be informed by e-mail at any time even outside the specific contractual relationship. This agreement may be revoked by the Models and Clients anytime without specifying reasons.

10. Place of jurisdiction and applicable law

10.1. All contracts concluded by models+actorsrepublic shall be exclusively subject to Austrian substantive law with the exclusion of the provisions of the Vienna Convention (CISG). The above provisions shall not apply if other imperative legal provisions in the field of application of the Consumer Protection Act prevail.

10.2. The place of jurisdiction for any legal conflict arising between the Agency, the Clients, and the Models in connection with the present contractual relationship shall be the court which has material jurisdiction over the Agency's office address. However, models+actorsrepublic shall be free to invoke a different court which has local and material jurisdiction. Unless otherwise agreed upon, the place of performance shall be models+actorsrepublic's office address in Austria.