

# TERMS AND CONDITIONS

## Grande Maison GmbH

### Artists: Artists, Live Production-, Education- and Film Departments (also called as Artists)

#### TERMS AND CONDITIONS

As required Grande Maison GmbH's booking confirmation form, containing the specific terms of the booking, must be signed and returned by the client and the signed booking confirmation form together with these terms and conditions shall form the agreement between the parties relating to each booking.

The failure to sign and/or return the booking confirmation form whilst proceeding with the booking will be deemed to be an acceptance by the client of these terms and conditions and they shall apply to and govern the booking between Grande Maison GmbH and the client.

Any amendment and/or variations made to the booking confirmation form by the client shall not be valid and binding unless Grande Maison GmbH has agreed to such amendment and/or variation in advance and confirmed such agreement by signing the booking confirmation form after the amendment and/or variation has been included on the booking confirmation form. In the event of any inconsistency or contradiction between these terms and conditions and the booking confirmation form, the terms set out in the booking confirmation form shall prevail.

#### 1. BOOKING FEES PERMITTED USE

Unless agreed otherwise and included on the booking confirmation

form, booking fees provide an entitlement and right for the client to use one image or work via a single published medium for one year or for a single season in the case of a fashion booking from the date of the booking, in the United Kingdom only, for the initial permitted use. Please note that such permitted use and entitlement is strictly subject to payment in full of all fees owed to Grande Maison GmbH prior to the image's first use.

## 2. DAILY/HOURLY RATE

A 'day' is an 8-hour period between 9am and 6pm (9am - 5pm or 10am - 6pm). An extra hour between 9am and 6pm is charged at the normal rate - the appropriate overtime rate is charged before 9am and after 6pm. Overtime is charged at one-and-a-half times the hourly rate. Saturdays are charged at one-and-a-half times the hourly rate and Sundays or Bank holidays are charged at double the hourly rate.

Any booking which is over 5 hours will be charged at the day rate as set out in the booking confirmation form.

## 3. OVERTIME

Overtime rates apply at any time in excess of any 8 hour period including any time outside 09:00 and 18:00 Monday to Friday and on all bookings lasting longer than 8 hours (excluding one hour's break). Overtime rates will be charged as follows:

Work on Saturdays between 09:00 and 24:00 and between 18:00 hours and 24:00 hours on Mondays to Fridays (excluding bank and public holidays) is charged to the client at one and a half times the standard hourly rate as set out in the booking confirmation form.

A special rate is negotiated for night work between 2400 hours and 0900 hours. Work on Sundays and bank and public holidays is charged to the client at double the standard hourly rate as set out in the booking confirmation form.

## 4. TRAVEL

Any time spent by the artist travelling to or from a client's venue will be charged at half the hourly rate. This applies to any travel

outside of a five mile radius of Hyde Park Corner (i.e. Chiswick in the west, Golders Green and Highgate Village in the north, Mile End in the east, Streatham Hill and Tooting Bec in the south).

## 5. FITTING FEES

Any time spent by the artist for fittings is charged at half the applicable hourly rate with a minimum charge to the client of €60 per hour.

## 6. ADDITIONAL EXPENSES

All expenses incurred by Grande Maison GmbH on the clients' behalf will be charged to the client and will include an uplift of 12.5% of the total amount of the expenses.

## 7. LOCATION BOOKINGS

When a location booking is made, a client must provide transport for the artist, department both to the booking location and back again unless agreed otherwise.

When a location booking is made, the client will make a health and safety assessment of the location and shall notify Grande Maison GmbH of any potential risks and how these have been mitigated. The client acknowledges that at all times the artist's health and safety is of paramount importance and shall ensure that the highest standards of health and safety are complied with whilst on any location bookings.

## 8. ADDITIONAL FEES

TO BE AGREED AT THE TIME OF THE BOOKING OR BEFORE ANY ADDITIONAL USAGE IN ACCORDANCE WITH SECTION 3

### 1.USAGE

Additional fees are payable for the right to use the artist's image or work or reproductions, or adaptations of, or drawings derived from that image, or any other representation of it, either complete or in part whether alone or in conjunction with any wording or other images, photographs, drawings or anticipated purposes which are in addition to and outside the scope of the initial permitted use, details of which are set out in the booking confirmation form, e.g. packs, posters, showcards, record covers,

swing tickets etc. For the avoidance of doubt, additional fees are payable for the right to use the artist's image or work or reproductions, or adaptations of, or drawings derived from that image, or any other representation of it, either complete or in part whether alone or in conjunction with any wording or other images, photographs, drawings online or in any digital media including but not limited to Twitter, Facebook, MySpace, YouTube, Flickr, Blogs or other social networking websites or media. Unless otherwise agreed, the additional fees cover the right to use one image or work for one year from the date of booking, in the United Kingdom only, for the permitted use or uses or purposes agreed between Grande Maison GmbH and the client. Under no circumstances will each additional usage fee be less than the artist's advertised day rate as determined by Grande Maison GmbH unless determined otherwise by Grande Maison GmbH in its absolute discretion.

## 2.TERRITORY

Additional fees are also payable, and subject always to Grande Maison GmbH's prior consent, for the right to use the artist's image or work or reproductions etc, as set out in section 3.1 above for all known or anticipated territories other than Germany. Unless otherwise agreed the additional fees cover the right to use one image or work for one year or one season (as determined by Grande Maison GmbH at the date of booking and as detailed on the booking confirmation form) from the date of booking, in the territory or territories agreed and stipulated on the booking form. Under no circumstances will each usage fee be less than the artist's advertised day rate as determined by Grande Maison GmbH unless determined otherwise by Grande Maison GmbH in its absolute discretion.

## 3.OTHER SERVICES

Additional fees are also payable for other services to be supplied by the artist, for example, personal appearances for PR purposes. Fees for such services will be negotiated on a case by case basis between the client and Grande Maison GmbH.

4. Grande Maison is solely responsible in perpetuity for all modifications, extensions and renewals of any booking.

5. Grande Maison FEES

## 1. ALL BOOKINGS APART FROM EQUITY CONTRACT TV COMMERCIALS

Grande Maison will invoice the client for one amount, which will be inclusive of the Grande Maison fees (as detailed in the booking confirmation form) and the artist fees. Grande Maison will deduct and retain the Grande Maison fees from the amount received from the client before accounting to the artist for the artist fees.

## 2. VALUE ADDED TAX (VAT)

All sums payable under these terms and conditions are exclusive of VAT and any other similar or equivalent taxes or duties which shall be payable in full (where applicable) without set off by the client.

## 5. INVOICING

On all invoices payment is required to be made by the client within 30 days of the date of the invoice. In all cases, the person booking the artist is the client, who will be invoiced and solely responsible for payment, unless otherwise agreed in writing at the time of booking. Grande Maison GmbH reserves the right in its discretion to invoice the 'ultimate client', (eg. designer/ beauty brand/ brand/manufacturer/owner of the product in question). For example, this may be done if the client is booking on behalf of the ultimate client, in which case the client and the ultimate client are jointly and severally liable to pay all of the fees and settle the invoice accordingly. All fees for usage are for the right to use the artist's image or work and, once agreed, are payable whether or not the right is exercised. Unless Grande Maison GmbH specifically agrees otherwise, in writing, no usage for the artist's image or work is permitted until Grande Maison GmbH has received payment in full. Grande Maison GmbH reserves the right to alter payment terms if it deems appropriate, prior to booking.

If the client fails to pay in full on the due date any amount which is payable to Grande Maison GmbH, without prejudice to any

other right or remedy of Grande Maison GmbH, the amount outstanding shall bear interest both before and after any judgment at five per cent per annum over Deutsche Bank base rate from time to time from the due date until up to and including the date that payment is made in full and such interest shall be compounded and accrued on a daily basis.

In the event that the client is providing the services on behalf of or to a third party end user, in entering into these terms and conditions the client is acting in its capacity as the agent of the third party end user and the client shall ensure that the third party end user:

enters into an agreement with the client on the same terms as these terms and conditions;

acknowledges its obligations to Grande Maison GmbH including but not limited to the obligation to pay Grande Maison GmbH within 30 days of the date of any invoice received from Grande Maison GmbH; and acknowledges that the third party end user may not use the images films until payment is received by Grande Maison GmbH and that at all times the third party end user is subject to any restrictions as to use of the images including but not limited to territorial restrictions and restrictions as to media in which the media images may be used.

## 6. EXCLUSIVITY FEES

Unless otherwise agreed in the booking confirmation form the artist is supplied to the client by Grande Maison GmbH on a non-exclusive basis and the artist shall be free to provide similar and/or competing services to any third party and/or competing product or brand of the client. An additional fee will need to be agreed when the use of the artist's image or the service to be supplied by a artist in relation to a product is required on an exclusive or semi-exclusive (for example sector specific or territorial exclusivity) basis which precludes supplying services or allowing the use of the artist's image for competing and/or particular sector of products or within a particular territory. An artist can supply

services to and allow use of the artist's image by any competitor unless such an exclusivity fee is negotiated and paid by the client. It is the client's responsibility to carry out any research and check whether the artist supplied has undertaken or is booked to undertake any conflicting work.

## PROVISIONAL BOOKINGS

Provisional bookings will be automatically cancelled if they are not confirmed by the client (by signing and returning the booking confirmation form) within 24 hours of the proposed booking, unless otherwise expressly agreed in writing.

## 8. CANCELLATIONS

Cancellation of booking by the Client

Cancellation only in writing form within 7 working days before start the production 50% Fee, 100% external costs. Cancellation after 7 working days 100% Fee, 100% external costs. Bad weather day: 50 % fees, 100 % external costs. All sums payable under these terms and conditions are exclusive of VAT and any other similar or equivalent taxes or duties which shall be payable in full (where applicable) without set off by the client.

Cancellation of booking by Grande Maison GmbH

Should Grande Maison GmbH want to cancel a booking then it shall use reasonable endeavors to provide the client with reasonable notice, take steps to offer to the client a suitable replacement and/or substitute and take such other reasonable steps as are reasonably practicable to mitigate against such cancellation.

In any event Grande Maison GmbH shall be entitled to cancel a booking at any time and for any reason prior to the booking date without liability to the client and the client will procure the necessary insurance cover with a reputable insurance provider to protect against such cancellation and any associated liability and Grande Maison GmbH shall not be liable to the client for any costs

incurred as a result of such cancellation.

## 9. WEATHER RELATED CANCELLATIONS

On the first occasion of cancellation half the booking fee is charged and payable by the client unless the client fails to cancel in time to prevent the artist's attendance in which case the full booking fee is charged and payable by the client. On the occasion of the second cancellation and any subsequent cancellations the full booking fee is charged and payable by the client.

## 10. MEALS

Clients are responsible for the provision of all meals and beverage requirements of the artists (taking into account dietary requirements) whilst the artists are providing services to the client on all bookings).

## 11. Artist CARE AND SAFETY

The clients shall ensure that the artist is treated with respect and professionalism and that the client takes all steps necessary to ensure that the safety, health and wellbeing of the artist is protected and maintained at all times whilst providing services to the client. Such steps shall include without limitation:

- ensuring that the venue for the provision of the services and the working conditions are safe and secure and allow the artist to provide the services in compliance with all health and safety standards, regulations, codes and laws;
- allowing the artist to take suitable and regular rest periods, to ensure the artist is able to maintain suitable amounts of rest and refreshment whilst delivering the services;
- providing adequate levels of insurance cover to safeguard the health and safety and future earnings of the artist whilst the artist is delivering the services and traveling to and from the client's venue as if he/she were an employee of the client;
- ensuring that all of the people and organisations which are engaged by the client in relation to the delivery of the services are suitably qualified, experienced and professional;
- ensuring that no one imposes upon the artist any action or activity which is either dangerous, degrading, unprofessional or demeaning to the artist;
- ensuring that the services are delivered and the artist is treated in accordance with The Association of Artist Agents' Code of



Practice; and

-providing the artist with an appropriate changing and dressing area to ensure that the artist can prepare for the provision of the services and also maintains his/her privacy.

- Always include a credit in the form of "artist's name" @ "Grande Maison", wherever a credit is applied.

## 12. WARRANTIES

The client warrants and represents to Grande Maison GmbH that: it has full capacity to enter into these terms and conditions and perform its obligations under these terms and conditions; the booking form is executed by a duly authorised representative of the client;

-it will take all steps necessary to ensure that the artist is protected and treated in accordance with all applicable laws, good industry practice and artist care and safety,

-it has all necessary permits, licences and consents to enter into and to perform its obligations under these terms and conditions and such obligations shall be performed in compliance with all applicable laws, enactments, orders, regulations, and other similar instruments (including but not limited to any employment law or health and safety requirements in effect from time to time); and  
-it will promptly disclose to Grande Maison GmbH in writing all necessary information (including without limitation the location and length of the shoot and requirements for any foreign travel) and details relating to the provision of the services to enable Grande Maison GmbH to ensure that the artist is suitably prepared and able to perform the services.

-The client shall indemnify Grande Maison GmbH and keep Grande Maison GmbH indemnified against all costs, expenses, damages and losses suffered or incurred by Grande Maison GmbH (including but not limited to all legal costs and expenses on a full indemnity basis) arising out of or in connection with:

- any breach by the client of these terms and conditions, including but not limited to, any breach by the client of EXCLUSIVITY FEES of these terms and conditions;

- any claim brought by a third party against Grande Maison GmbH in circumstances where, as a result of the client's acts or omissions, the distribution of images, in whatever form, outside of the agreed territory and in breach of these terms and conditions has caused Grande Maison GmbH to be in breach of the terms of an exclusive agreement with such third party; and

-any breach by the client of any applicable laws and regulations

including but not limited to any breach of applicable health and safety or employment laws and regulations as amended from time to time.

## 13. INDEMNITY

### TEST AND EXPERIMENTAL PHOTOGRAPHY

When Grande Maison GmbH agrees to allow a photographer to take test or experimental photography the photographer is not entitled to use, or allow others to use, test and/or experimental photographs or test commercials for commercial purposes unless specific arrangements have been made before the photographic session.

### MUSIC VIDEOS, PROMOTIONAL FILMS

All fees will be negotiated, structured and paid by the client on a case by case basis. In normal circumstances there will be a fee for the shoot plus an additional buyout fee payable by the client. If not booking direct, the client (usually the music company) will be invoiced by Grande Maison GmbH as the ultimate client.

### FASHION SHOWS

Runway Show bookings provide the client with the right to make use of a artist's services on the catwalk for the specified show and the right to allow photographers to be present to take photographs and videos of the show on the basis that all such material (or reproductions etc.) is exploited for reporting purposes only. The client is responsible for ensuring that all photographers present are aware of this condition and the client will procure that they abide by these conditions. If any other usage is required it must be negotiated and agreed with Grande Maison GmbH at the time of the booking.

## 18. LIABILITY AND INSURANCE

1.No party excludes or limits its liability under these terms and conditions for:

1. death or personal injury caused by its negligence;
2. fraudulent misrepresentation; or
3. any other type of liability which cannot by law be excluded or limited.

2.Subject to section 18.1, Grande Maison GmbH limits its liability under these terms and conditions, whether such liability arises in contract, tort (including without limitation negligence) or otherwise, so that the maximum liability of Grande Maison GmbH for all claims under these terms and conditions shall be limited to and shall not in aggregate exceed the total amount of the fees paid or payable to Grande Maison GmbH;

1.Grande Maison GmbH shall not be liable for:

1. loss of business, use, profit, anticipated profit, contracts, revenues, goodwill or anticipated savings;
  2. product recall costs;
  3. failure by the artist to attend a booking for whatever reason;
  - 4.damage to the client's reputation; or
  5. consequential, special or indirect loss or damage;
- even if Grande Maison has been advised of the possibility of such loss or damage

1.cancellation insurance to protect against the potential liabilities which Grande Maison and the client may incur as a consequence of the provisions of sections 8 and 9;

2.insurance to protect the artist and Grande Maison should any damage, injury or loss be caused whilst the artist is providing services to the client; and

3.travel insurance to cover the activities of the artists whilst travelling to and from the location of the services.

4.The client shall effect and maintain (and shall require its ultimate client, if any, to maintain) throughout the continuance of this terms and condition insurance policies which provide appropriate coverage adequate enough to cover all liabilities and risks of the client that may arise under these terms and conditions. Such insurance policies shall include without limitation:

5. The client's sole remedy against the Artist for loss or damage arising out of the performance or non-performance by the Artist under the terms of the booking form will be limited to direct, actual damages incurred by the client and in no event will the Artist's liability exceed the compensation, excluding the reimbursement of expenses, actually received by the Artist from the client.

#### 6. Contract and Authority

All matters relating to the use of the artist's image, any other services supplied by the artist and all fees must be negotiated and agreed only with Grande Maison. The client shall not attempt to negotiate, nor allow others to negotiate, with the artist directly. If the client or the photographer or any other person on their behalf or connected with them obtains the artist's signature on any document or the artist's purported verbal agreement to anything outside of the scope of this agreement, such signature or verbal agreement shall not constitute a variation of this agreement and is not binding on the artist or Grande Maison unless and until it is agreed in writing by Grande Maison (such agreement to be determined in Grande Maison's absolute discretion).

## 19. COMPLAINTS AND DISCLAIMER

Any cause for complaint must be reported to Grande Maison GmbH by the client as soon as it arises. Complaints cannot be considered and/or dealt with effectively after the services have been delivered. Whilst Grande Maison GmbH will use reasonable endeavours to ensure that the artist provide a satisfactory and efficient services to clients, as the agent, Grande Maison GmbH cannot be held responsible for a artist's conduct or behaviour whilst delivering the services and in this regard Grande Maison GmbH shall not be held liable for any costs, expenses or losses suffered as a consequence of the behaviour or conduct of any artists.

## FORCE MAJEURE

Grande Maison 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 Grande Maison including without limitation fire, flood or catastrophe, acts of God, insurrection, workforce action, war or riots, (an "Event of Force Majeure") and Grande Maison's obligations under these terms and conditions shall be suspended for so long as the Event of Force Majeure continues and to the extent that it is so delayed.

## 19. INTERPRETATION OF TERMS AND CONDITIONS

-For the purpose of the relationship between the client and Grande Maison GmbH the client acknowledges, accepts and agrees that Grande Maison GmbH is the supplier of services which shall be strictly and exclusively governed by these terms and conditions. These terms and conditions apply to every offer, quotation, acceptance, purchase order, confirmation order, specification and/or contract for the sale and supply of services or goods (including services ancillary thereto) by Grande Maison GmbH and supersede any other terms of the client and take precedence over and override and exclude any other terms stipulated or incorporated or referred to by the client whether in the booking confirmation form or in any negotiations and any course of dealing established between Grande Maison GmbH and the client. The client acknowledges that there are no representations, statements or promises made or given by or on behalf of Grande Maison GmbH outside these terms and conditions which have induced the client to enter into these terms and conditions (which expression shall include any contract of which these terms and conditions form part).

-If there is any conflict between any of these terms and conditions and the booking confirmation form then the terms of these terms and conditions shall prevail without detriment to the remaining unaffected terms of booking confirmation form.

-The booking confirmation forms part of these terms and conditions and shall have effect as if set out in full in the body of these terms and conditions. Any reference to these terms and conditions includes the booking confirmation form.

-For the purpose of these terms and conditions the words "agreed", subject to section 1, means agreed in writing in the booking confirmation form and signed by duly authorised representatives of both Grande Maison GmbH and the client.