

# NTA MODELS

## **TERMS & CONDITIONS**

NTA MODELS PTY LTD Reg No. 2020/526308/07

## DEFINITIONS:

**'Agreement'** means the Confirmation Booking Form, and the Terms and Conditions set out on this page.

**"Contract"** means the Performer Agreement for International Media Content (PAIC); the International Performers Agreement (IPA) and/or The Local on Camera Performers' and Stills Agreement with their accompanied Terms and Conditions.

**'Business Day'** means a day other than a Saturday, Sunday, or public holiday.

**'Client'** means the client listed on the Confirmation and/or the client responsible for payment.

**'NTA Models Agency'** means NTA MODELS PTY Ltd (Company registration number: 2020/536308/07) whose registered office is 53954 Ipopeng, Rocklands, Bloemfontein, Free State, South Africa.

**'Materials'** means the photographs, images, video and/or sound recordings or any other media whether in physical or electronic format produced by or on behalf of the Client (including any photographer) as result of the Model providing the Services.

**'Model'** means the model/s named on the Confirmation Booking Form and/or Contract.

**'Services'** means the modelling or other services as described on the Confirmation Booking Form and/or Contract.

**'Session'** means the session arranged by the Client during which the Model is to provide the Services.

## **GENERAL REMARKS:**

These Terms and Conditions together with the Confirmation Booking Form and/or relevant Contract (the “Agreement”) on which the Model will provide services to the Client and the rights and obligations of NTA Models Agency.

The Agreement, setting out the specific terms for the job, must be signed by the Client and returned to NTA Models Agency before the job commences. If the Client fails to sign and/or return the Confirmation Booking Form but takes any action which indicates it intends to proceed with the Agreement (including allowing the Model or NTA Models Agency to perform any of its obligations under the Agreement) the Client will be deemed to have accepted the terms of the Agreement.

Any amendment to the Agreement by the Client shall be invalid unless NTA Models Agency has confirmed its agreement and the agreement of the Model in writing.

## **PERMITTED USE:**

The Client shall only use the Materials in such a manner as set out on the Confirmation Booking Form and/or Contract. Any use outside the scope of the Materials Rights must be discussed and agreed with NTA Models Agency in writing 3 weeks prior to the start of airing.

If Material Rights have not been specified on the Confirmation Booking Form the Client shall only be entitled to use one image via a single

published medium in South Africa for 3 months from the date of the Session.

The Client agrees that it shall not use, copy, modify, distribute, sell, or otherwise exploit any of the Materials for any purpose until the Client has paid all outstanding amounts as set out under the Agreement.

### **WORKING HOURS DURATION OF BOOKING:**

1. Catalogue & Advertising: **Half Day:** 5 (five) hours. **Full Day:** 10 (ten) hours.
2. Editorial & Photo Library: **Half Day:** 4 (four) hours. **Full Day:** 8 (eight) hours.
3. Television Commercials: A call comprises of 10 (local ) and 11 (international) consecutive hours including make-up and wardrobe, meal, and tea breaks, commencing at the time and place fixed by Client and ending when the Model is released at the time and place agreed. There are no half days in television commercials.
4. **DAY SHOOT** starts when the first shot is done at sunrise and finishes at sunset.
5. **NIGHT SHOOT** starts after sunset. It is charged at 1.5 times the normal rate (Please note: If the night shoot is a continuation of a day shoot, this does not apply).

There must be break of no less than 10 – Hours between the end of one call and the commencement of the next unless the Performer and Agent otherwise agreed in writing prior to the commencement of the shoot.

### **CANCELLATION POLICY:**

In the event of a cancellation of a Model's call by the Client less than 72 Hours but not less than 48 Hours prior to the date of shoot, the Model will be paid 25% of the call fee or R500 whichever is the greater.

In the event of a cancellation of a Model's call by the Client less than 48 Hours but not less than 24 Hours prior to the date of shoot, the Model will be paid 50% of the call fee or R500 whichever is the greater

In the event of a cancellation of a Model's call by the Client less than 24 prior to the date of shoot, the Model will be paid 100% of the call fee.

### **WRITTEN CORRESPONDANCE:**

All options, bookings, contracts and shoot details must be confirmed in writing by Production Companies and Performers' Agents to avoid any misunderstandings.

### **PERFORMERS' AGENT WORKING HOURS:**

NTA Models Agency are open and operational from their offices from 09h00 – 17h00 Monday to Friday.

Any options placed after hours must be followed in writing before 10H00 the following morning.

Agents are available on their after-hours contact numbers during the week between 17H00–20H00, and on weekends between 10H00–20H00. This only applies to castings, urgent options, and bookings within the next 24 – hours

Production Companies must inform their Clients where possible that the deadline for booking Performers and supplying shoot details is 20H00.

Production Companies must not rely on the email system alone for after-hours bookings and a follow-up call, to the relevant Agent are advised, as emails are checked intermittently after-hours.

## **INVOICING AND PAYMENTS**

### **INVOICING:**

Production Companies and/or Clients must send all relevant information for invoicing purposes on completion of shoot for invoices to be finalised and submitted within 7-days from shoot.

### **PAYMENTS:**

Invoices will be settled by Production Companies and/or Clients within 30 days of the last day of shoot. Payments for Usage must be settled on or before 60 days after receipt of invoice.

In case of non-payment or only part-payment by a Client, interest on overdue accounts will be applicable at prime plus 2%. All invoices not paid within 60 days will incur interest. The Client is prohibited to use any images / material without the Model being paid.

### **TEST PHOTOGRAPHY:**

If NTA Models Agency agrees on behalf of the Model to allow a Client or their photographer to test or take experimental photographs of the Model, the Client and the photographer are only entitled to use the Material for Portfolio purposes and are not entitled to use, or allow others to use, any Materials produced as result for any promotional or

commercial purpose unless otherwise stated on the Confirmation Booking Form and/or Model Release Form.

### **CONDUCT OF MODEL:**

Should the Client be dissatisfied or have a problem with the Services provided by the Model, NTA Models Agency must be notified by the Client as soon as it arises. NTA Models Agency shall not be compelled to investigate any complaint which is received more than 5 days after the date of shoot. Whilst NTA Models Agency shall endeavour to ensure that the Model provides a satisfactory service to the Client, the Client acknowledges and agrees that NTA Models Agency cannot be held responsible or liable for any costs, expenses or losses suffered because of the conduct or non-performance of the Model.

The Model or prospective Client shall not, without NTA Models Agency's prior written approval, directly enter into any agreement or arrangement or derive any commercial benefit from any transaction for the use of the Models image or services while the Model is being represented by NTA MODELS in terms of this agreement. All communication, negotiations and transactions are managed expressly via NTA Models Agency.