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## *Terms and Conditions*

### *Talent/Client/Scene Model Management Relationship*

Scene Models acts on behalf of and is contracted by Talent to be their representative in the industry and at no time is the relationship one of employer/employee which is confirmed within the Australian Taxation Office's "Pay As You Go (PAYG) Withholding Guidelines for Performing Artists Agents, Advertising Agencies and Advertisers". The complete Guidelines can be viewed/printed from the Australian Taxation Office website. Under these Guidelines it is stated that irrespective of whether the relationship of the Talent with the Client is deemed to be that of employee or independent contractor, the "End-User" of the Talent's services (the Client) is responsible for withholding PAYG Taxes from the Talent Rates and the payment of Talent's Superannuation, in accordance with current Superannuation Legislation. Authority may be given by the Client to enable Scene Model Management to handle the Client's PAYG Tax obligations and/or the Client's Superannuation responsibilities on their behalf. Giving Authority to Scene does not extinguish your PAYG or Super obligations, nor any other obligation that may arise under the Talent /Client relationship.

### *Public Liability*

As Scene Models at no time is deemed to employ Talent, it is the responsibility of the Client to ensure adequate levels of Public Liability Insurance exist to cover all Talent used at any/all locations (including travel to and from a location). An alternative is to include amounts paid to Talent with the Client's annual Workers' Compensation Insurance calculations so that they are then covered under the Client's Workers' Compensation Insurance policy when performing work for the Client. Scene is not required to, nor holds, any insurances for Talent (excluding Public Liability when Talent are physically in our offices).

### *Rates*

Please check Model/Talent rates when booking. The rates apply to shoot time only and do not include usage. Please note that all rates quoted are Talent rates only. Additional charges for Agency Service Fee & Superannuation (if applicable) are added at time of invoicing (see notes below on Agency Service Fee & Superannuation).

### *The Working Day*

Normal working hours are between 7am and 6pm, Monday to Saturday, and penalty rates apply outside these hours. For bookings over 8 hours, a guaranteed Day Rate will need to be negotiated at time of booking.

### *Hours Booked*

The total hours that Talent is booked for is the minimum hours that

Talent must be paid for. If a job finishes prior to the originally booked time, Talent must be paid for the original hours booked regardless of whether the job was completed early. If a job takes longer than the originally booked hours then overtime/penalty rates will apply. If the total hours for a booking are reduced by the Client with less than Two Working Days Notice, cancellation fees will apply.

### *Overtime & Penalty Rates*

Overtime Rates are Time and a Half of the Talent's normal rate before 7am and after 6pm. A special rate is negotiated after 11pm and before 6am. Saturday is at Talent's normal hourly rate. Sundays and Public Holidays are at Time and a Half of the Talent's normal hourly rate.

### *Fittings*

Fittings will be charged at half the Talent's normal hourly rate for a maximum of 2 separate fittings. 3rd and subsequent fittings will be charged at the Talent's full normal hourly rate.

### *Editorial*

For regular editorial talent rates to apply to a booking the publication must be on sale nationally in Australia through Newsagents or Supermarkets or available by paid subscription. If this criteria is not met then full advertorial rates will apply to the booking.

### *Finish Times*

Where a shoot may finish up to 19 minutes past the hour, no extra hour will be billed. At 20 minutes and over, an extra full hour will be added to the billing at the appropriate rate and for any subsequent hours. Scene Model Management does not charge half hours.

### *Specific Maintenance Requests*

Manicures, Tanning or Additional Hair Maintenance requests will be charged at half the Talent's normal hourly rate, unless specifically negotiated, as well as the actual cost for the requested Maintenance to reimburse the Talent.

### *Sleepwear and Underwear*

Sleepwear is charged at Time and a Half of the Talent's normal hourly rate. Underwear is charged at Double Time of the Talent's normal hourly rate.

### *Travel Rate*

Travel time is charged at the Talent's normal hourly rate. This applies to travel outside of the Perth and Melbourne Metropolitan Area. Travel Days are charged at half the Talent's negotiated Daily Rate.

### Usage and Additional Talent Fees

All photography is to be used for the purpose for which it was originally shot as itemised in the Scene Models Booking Confirmation which is emailed to Client at time of booking. It is the client's responsibility to notify Scene of any intended usage before the commencement of the shoot. Use of the images, by way of (but not restricted to) Advertising, Swing Tags, Posters, Show Cards, Pack Shots, Billboards, Websites, Bus-Sides etc. must be negotiated and duly authorised with Scene prior to the booking taking place. In general, the confirmed booking and usage fees cover the right to use one image for catalogue for one year from the shoot date, in Australia only, and in accordance with the usage agreed and paid for at the time of the booking. Usage rights are not granted to the Client until payment in full has been received. Any further extension of usage must be immediately notified to and negotiated with the model agency. Scene Models reserves the right to refuse the release of images for any use, for any reason, including extensions of existing print and television campaigns.

### Exclusive Usage Rights

A special fee will be negotiated when the work is in conjunction with a product, which precludes work for competing products. It is the Client's responsibility to check, at time of booking, whether any conflicting work has been previously done by the Talent. If the Talent advertises a product, he/she is able to work for any competitor in the future unless an exclusion fee is negotiated and received.

### Weather Permitting Bookings

It must be specified at the time of the booking the type of weather required. First Cancellation – No Fee. Second Cancellation – 50% of the total Talent Fee for the booking. Third & Subsequent Cancellations – 100% of the total Talent Fee for the booking. A 100% Cancellation Fee will be charged if the same model is not re-booked.

### Cancellation Fees

On all bookings, if a job is cancelled: With less than Two Working Days Notice prior to the commencement of the booking, a cancellation Fee of 50% of the total Talent Fee for the booking will be charged. With less than One Working Days Notice prior to the commencement of the booking, a cancellation Fee of 100% of the total Talent Fee for the booking will be charged. On arrival of Talent at Booking/Job Location, a cancellation Fee of 100% of the total Talent Fee for the booking will be charged. For Trips and Bookings for more than three days, if the booking is cancelled within a period equal to or less than the length of the booking a cancellation Fee of 100% of the total Talent Fee for the booking will be charged.

### Television

Commercials and stills are to be negotiated at the time of the booking and are quoted for twelve months on air for release in Australia only. Any time extensions or change of locations must be negotiated at the time of the booking.

### Complaints

Any cause for complaint should be reported to Scene Models during the course of the booking. No claims or alterations in the negotiated fee will be accepted after an invoice is issued. Please Note: Scene Model Management act solely for and on behalf of our Talent and whilst making every endeavour to provide a satisfactory and efficient service, we cannot be held ultimately responsible for a models conduct on an assignment.

### Agency Service Fee

Agency Service Fee is a mandatory charge on all bookings made with Scene Model Management for all talent and is not a negotiable fee for the purposes of making a booking. The Agency Service Fee covers costs for Client specific services such as our web site, couriers to Clients, administrative charges over and above our Booker's time, administrative fees for PAYG Tax and administrative fees for collecting and remitting Super on Client's behalf. The Agency Service Fee is calculated at 15% (GST exclusive) of the Total Talent Rate/ Fees for all jobs

### PAYG Tax & Superannuation

It is the responsibility of the "End-User" (the Client) to withhold PAYG Tax at 20%, according to the Australian Taxation Office Guidelines noted in the first paragraph of these "Booking & Billing Terms and Conditions", from the total Talent rate for the booking. The "End-User" (the Client) is also required to pay Superannuation Guarantee Charge (SGC – currently 9%) of the total Talent rate to the Talent's nominated Superannuation Fund. Superannuation responsibilities. If the client wishes Scene to withhold tax on their behalf the client must Contact Scene Model Management Accounts to obtain Scene Models Standard Letter of Authority form.

Please Note: If the Client gives Scene authority to handle their PAYG Tax and Superannuation obligations, amounts for Superannuation are calculated on the total Talent rate for the booking, at current SGC percentage, and are additional to the Talent rate(s). As normal SGC conditions relate to Superannuation monthly earnings threshold cut-off. The current cut off amount is \$450 per talent in a calendar month. This is the current ATO Standard.

### Payment

Payment is required within 14 days from the date of invoice (unless otherwise advised by the client prior to making the booking). In all cases the client booking the model will be invoiced and solely responsible for payment unless otherwise agreed to and confirmation given prior to the commencement of the booking. If the Client fails to pay the amounts due, in accordance with these terms and conditions, they will be responsible to pay for all expenses and costs incurred in recovering any outstanding monies, including debt collection fees or Solicitor's costs that may arise.