

London – Terms & Conditions – Policies

TERMS & CONDITIONS:

TERMS AND CONDITIONS FOR BOOKING MODELS

Issued in accordance with the Department of Employment Regulations 1973, the Agency's booking confirmation form, containing the specific terms of the booking, must be signed and returned by the client. 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 the Agency and the client.

Any amendment and/or variations made to the booking confirmation form by the client shall not be valid and binding unless the Agency 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.

1. Terms and conditions

As required by Department of Employment regulations, the Agency'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. Unless and until the booking confirmation form is signed by the client all negotiations relating to the booking of the model are subject to contract.

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 the Agency and the client.

Any amendment and/or variations made to the booking confirmation form by the client shall not be valid and binding unless the Agency 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, these terms and conditions shall prevail.

2. Booking fees

2.1 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 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 the Agency prior to the image's first use.

2.2 Working hours and overtime

Fees are charged by the day or by the hour. A 'day' is an 8-hour period (including one hour for lunch) between 9am and 6pm (eg 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.

2.3 Travel

Any time spent by the model 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).

2.4 Fitting fees

Any time spent by the model for fittings is charged at half the applicable hourly rate with a minimum charge to the client of £50 per hour.

2.5 Additional expenses

All expenses incurred by the Agency 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.

2.6 Location bookings

2.6.1

When a location booking is made, a client must provide transport for the model both to the booking location and back again unless agreed otherwise. If the client fails to provide such transport then the Agency shall be entitled to re-charge the cost of the transport procured for the model in accordance with section 2.6. If a model on location is prevented from returning to London to work, half the daily fee will be charged to and payable by the client for each day that the model is unable to return to London to work.

2.6.2

When a location booking is made, the client will make a health and safety assessment of the location and shall notify the Agency of any potential risks and how these have been mitigated. The client acknowledges that at all times the model'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.

3. Additional fees

To be agreed at the time of the booking or before any additional usage in accordance with section 3.1

3.1 Usage

Additional fees are payable for the right to use the model's image 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 model's image 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 for one year from the date of booking, in the United Kingdom only, for the permitted use or uses or purposes agreed between the Agency and the client. Under no circumstances will each additional usage fee be less than the model's advertised day rate as determined by the Agency unless determined otherwise by the Agency in its absolute discretion.

3.2 Territory

Additional fees are also payable, and subject always to the Agency's prior consent, for the right to use the model's image or reproductions etc, as set out in section 3.1 above for all known or anticipated territories other than the United Kingdom. Unless otherwise agreed the additional fees cover the right to use one image for one year or one season (as determined by the Agency 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 model's advertised day rate as determined by the Agency unless determined otherwise by the Agency in its absolute discretion.

3.3 Other services

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

3.4

The agency is solely responsible, in perpetuity, for all modifications, extensions and renewals of any booking.

4. Agency Fees

4.1 All bookings apart from equity contract TV commercials

Both the Agency fees and model fees will be invoiced by the Agency. Unless otherwise agreed at the time of booking the model disbursement is included at 63.33% and the agent's fee at 36.67% of the invoice total.

4.2 Equity contract TV commercials in the United Kingdom

The fee negotiated by the Agency is the model's fee from which an agency commission will be deducted at 20% of the invoice total.

4.3 Non equity contract TV commercials worldwide

The model disbursement and the Agency fees will be charged in accordance with clause 4(a) above and clause 4(a) applies to all commercials shot for use outside of the United Kingdom irrespective of where the fee is paid.

4.4 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 without set off by the client.

5. Invoicing

5.1

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 model is the client, who will be invoiced and solely responsible for payment, unless otherwise agreed in writing at the time of booking. The Agency reserves the right in its discretion to invoice the 'ultimate client', (eg. designer/ 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 model's image and, once agreed, are payable whether or not the right is exercised. Unless the Agency specifically agrees otherwise, in writing, no usage for the model's image is permitted until the agency has received payment in full. The agency reserves the right to alter payment terms if it deems appropriate, prior to booking.

5.2

If the client fails to pay in full on the due date any amount which is payable to the Agency, without prejudice to any other right or remedy of the Agency, the amount outstanding shall bear interest both before and after any judgment at five per cent per annum over Barclays Bank plc 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.

5.3

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:

5.3.1

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

5.3.2

acknowledges its obligations to the Agency including but not limited to the obligation to pay the Agency within 30 days of the date of any invoice received from the Agency; and

5.3.3

acknowledges that the third party end user may not use the images until payment is received by the Agency 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 images may be used.

5.4

Any fees received by the client from the third party end user relating to any of the rights or benefits conferred on the client by these terms and conditions shall be deposited in a designated Agency account by the client (the Third Party End User Fees). The Third Party End User Fees shall be held on trust for the Agency as beneficiary until such time as all outstanding fees owed by the client are paid in accordance with the terms of these terms and conditions.

6. Exclusivity fees

6.1

Unless otherwise agreed in the booking confirmation form the model is supplied to the client by the Agency on a non-exclusive basis and the model 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 model's image or the service to be supplied by a model 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 model's image for competing and/or particular sector of products or within a particular territory. A model can supply services to and allow use of the model'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 model supplied has undertaken or is booked to undertake any conflicting work.

7. 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.

8. Cancellations

8.1 Cancellation of booking by the Client

8.1.1

Within 24 hours of the booking call time the full booking fee will be charged and payable by the client unless the same model is booked within 24 hours of the cancellation in which case half the booking fee will be charged and payable by the client.

8.1.2

Outside 24 hours of the booking call time but within 48 hours of the booking call time of the booking date then half the booking fee will be charged and payable by the client.

8.1.3

The full booking fee will be charged and payable by the client for bookings of more than three days duration: within a period equal to or less than the length of the booking, then Saturdays, Sundays and bank and public holidays are excluded for the purpose of determining the cancellation notice period.

8.2 Cancellation of booking by the Agency

8.2.1

Should the Agency want to cancel a booking then it shall use reasonable endeavours 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.

8.2.2

In any event the Agency 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 the Agency 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 model'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 models (taking into account dietary requirements) whilst the models are providing services to the client on all bookings (see section 2.4).

11. Model care and safety

Nude, semi-nude, see-through, bathing suit or lingerie photography require the express prior written approval of the agency. The use of the model's image must not be pornographic, derogatory, or a cause of ridicule or embarrassment to the model. The image must not be altered or distorted.

Subject to the above restrictions, behind-the-scenes filming is permitted on condition that the model is hair-and-make-up ready.

11.1

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

11.1.1

ensuring that the venue for the provision of the services and the working conditions are safe and secure and allow the model to provide the services in compliance with all health and safety standards, regulations, codes and laws;

11.1.2

allowing the model to take suitable and regular rest periods, to ensure the model is able to maintain suitable amounts of rest and refreshment whilst delivering the services;

11.1.3

providing adequate levels of insurance cover to safeguard the health and safety and future earnings of the model whilst the model is delivering the services and travelling to and from the client's venue as if he/she were an employee of the client;

11.1.4

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;

11.1.5

ensuring that no one imposes upon the model any action or activity which is either dangerous, degrading, unprofessional or demeaning to the model;

11.1.6

ensuring that the services are delivered and the model is treated in accordance with The Association of Model Agents' Code of Practice; and

11.1.7

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

11.2

Always include a credit in the form of "model's name" @ "the Agency", wherever a credit is applied.

12. Warranties

12.1

The client warrants and represents to the Agency that:

12.1.1

it has full capacity to enter into these terms and conditions and perform its obligations under these terms and conditions;

12.1.2

the booking form is executed by a duly authorised representative of the client;

12.1.3

it will take all steps necessary to ensure that the model is protected and treated in accordance with all applicable laws, good industry practice and section 11 above;

12.1.4

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

12.1.5

it will promptly disclose to the Agency 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 the Agency to ensure that the model is suitably prepared and able to perform the services.

13. Indemnity

13.1

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

13.1.1

any breach by the client of these terms and conditions, including but not limited to, any breach by the client of Section 6 of these terms and conditions;

13.1.2

any claim brought by a third party against the Agency 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 the Agency to be in breach of the terms of an exclusive agreement with such third party; and

13.1.3

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.

14. Fashion shows

Catwalk bookings provide the client with the right to make use of a model'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. as set out in section 3.2 above) 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 the Agency at the time of the booking.

15. 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 the Agency as the ultimate client (see section 5).

16. Test and experimental photography

When the Agency 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.

17. Intellectual property rights

17.1

The photographer and/or the client and anyone obtaining rights from or through the photographer/client is not entitled to use any images for any usage beyond that agreed or permitted under sections 2.1, 3, 12, 13, 14 and 15 above. The client will procure that the photographer/client agrees to restrict the use and exploitation of the copyright content of the photograph or any other intellectual property rights. If the client is not the photographer, the client shall draw all these terms and conditions (1-22) to the attention of the photographer and procure his agreement to them before the shoot commences.

17.2

All rights not expressly granted to the client under these terms and conditions are hereby reserved to the Agency and/or the model as appropriate. In particular, the client acknowledges and agrees that the Agency is the owner or licence holder of all commercial rights and intellectual property rights relating to the model and the Agency and the client shall not be entitled to exploit or enter into any commercial or other agreement to exploit any rights relating to the model or the Agency other than the rights specifically granted to the client under these terms and conditions.

17.3

For the avoidance of doubt, notwithstanding anything in the booking confirmation form or these terms and conditions, including but not limited to any grant of exclusivity over the use of the images, the client acknowledges and agrees that the Agency and the model may use the images resulting from any booking in any form whatsoever, solely in order for the model and the Agency to promote the model and in the search of future job opportunities for the model. The model and the Agency acknowledge and agree not to exploit the images for commercial purposes, other than as set out in the booking confirmation form and these terms and conditions.

18. Liability and insurance

18.1

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

18.1.1

death or personal injury caused by its negligence;

18.1.2

fraudulent misrepresentation; or

18.1.3

any other type of liability which cannot by law be excluded or limited.

18.2

Subject to section 18.1, the Agency 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 the Agency 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 the Agency;

18.2.1 the Agency shall not be liable for:

18.2.1.1

loss of business, use, profit, anticipated profit, contracts, revenues, goodwill or anticipated savings;

18.2.1.2

product recall costs;

18.2.1.3

failure by the model to attend a booking for whatever reason;

18.2.1.4

damage to the client's reputation; or

18.2.1.5

consequential, special or indirect loss or damage; even if the Agency has been advised of the possibility of such loss or damage

18.3

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:

18.3.1

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

18.3.2

insurance to protect the model and the Agency should any damage, injury or loss be caused by the model's inability to attend the booking or whilst the model is providing services to the client; and

18.3.3

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

19. Contract and authority

All matters relating to the use of the model's image, any other services supplied by the model and all fees must be negotiated and agreed only with the Agency. The client shall not attempt to negotiate, nor allow others to negotiate, with the models directly. If the client or the photographer or any other person on their behalf or connected with them obtains the model's signature on any document or the model'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 model or the Agency unless and until it is agreed in writing by the Agency (such agreement to be determined in the Agency's absolute discretion).

20. Complaints and disclaimer

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

21. Force Majeure

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") and the Agency'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.

22. Interpretation of terms and conditions

22.1.

For the purpose of the relationship between the client and the Agency the client acknowledges, accepts and agrees that the Agency 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 the Agency 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 the Agency and the client. The client acknowledges that there are no representations, statements or promises made or given by or on behalf of the Agency 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).

22.2.

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.

22.3

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.

22.4

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 the Agency and the client.

23. General

23.1

If any of the terms, conditions or provisions of these terms and conditions or the booking confirmation are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent, be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

23.2

Any termination of all or part of these terms and conditions shall not affect the coming into force or the continuance in force of any provision of these terms and conditions which is expressly or by implication intended to come into force or continue in force on or after such termination.

23.3

Except as otherwise expressly provided in these terms and conditions, all representations, warranties, undertakings, agreements, covenants, indemnities and obligations made or given or entered into by the client and the ultimate client under these terms and conditions are assumed by them jointly and severally.

23.4

Nothing in these terms and conditions shall render any party a partner or agent of the other. Except as expressly permitted by these terms and conditions, nothing shall allow a party to purport to undertake any obligation on behalf of the other nor expose the other party to any liability nor pledge or purport to pledge the other's credit.

23.5

No failure to exercise and no delay in exercising on the part of either party of any right, power or privileged under these terms and conditions shall operate as a waiver of it. Nor shall any single or partial exercise of any right, power or privilege preclude the enforcement of any other right, power or privilege. Nor shall the waiver of any breach of a provision be taken or held to be a waiver of the provision itself. For a waiver to be effective it must be made in writing.

23.6

Except as and to the extent expressly otherwise specified in these terms and conditions, the rights and remedies contained in these terms and conditions are cumulative and are not exclusive of any rights or remedies provided by law or elsewhere in these terms and conditions.

23.6.1

The parties agree to keep, and to instruct its agents, employees, advisers and sub-contractors with knowledge hereof to keep these terms and conditions strictly private and confidential and not to disclose any details relating to the same, subject to disclosure in the following circumstances;

23.6.1.1

to enable enforcement of the party's rights under these terms and conditions;

23.6.1.2

with the prior written consent of the other party; and

23.6.1.3

as required by any applicable law.

23.7

These terms and conditions and the booking form constitute the entire agreement between the parties and supersede any previous agreement or arrangement between the parties relating to the subject matter of these terms and conditions.

23.8

No variation or amendment to the terms of these terms and conditions shall be valid and binding unless in writing and signed by an authorised representative of each party.

23.9

Except where these terms and conditions expressly provides otherwise, a person who is not a party to these terms and conditions has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these terms and conditions but this does not affect any right or remedy of a third party which exists or is available apart from under that Act. The client acknowledges, accepts and agrees that the Agency has entered into these terms and conditions for the benefit of itself and the model and accordingly the model shall be entitled to enforce these terms and conditions as if he/she were a party to these terms and conditions.

23.10

Subject to clause 23.11, the parties agree that these terms and conditions and its provisions will be governed by and construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English Courts.

23.11

Notwithstanding clause 23.10, the Parties to this Agreement agree that the Company may enforce its rights under these terms and conditions in any other court of competent jurisdictions outside of the courts of England and Wales.

WEBSITE TERMS OF USE

Welcome to www.vivamodelmanagement.com (the "Website"). Using the Website confirms that you accept these terms (the "Terms") regardless of whether or not you choose to register with the Website. If you do not accept these Terms, do not use

the Website. Please note that the Terms are updated from time to time and it is your responsibility to review these Terms regularly.

1. Introduction

1.1

The Website is owned by Viva Model Management London Limited (the "Company"). The Company is registered in England and Wales (company number: 04915750) (VAT number: GB 888 6663 45) and its registered office is at Office 2, 35 Princess Street, Rochdale, Greater Manchester OL12 0HA (telephone number: 0203 487 1240, e-mail: info@viva-london.com).

1.2

You may access most areas of the Website without registering your details. Certain areas of the Website are only open to you if you register as a registered user and use the Website in accordance with these Terms.

1.3

By accessing any part of the Website you shall be deemed to have accepted these Terms in full. If you do not accept these Terms in full, you must leave the Website immediately.

2. Variation

The Company shall have the right, at its sole discretion to modify, add or remove any terms or conditions of these Terms without notice or liability to you. You should regularly check the Website to review the current Terms since they are binding on you. Any changes to these Terms shall be effective immediately following the posting of any such changes on the Website. Please review these Terms regularly to ensure that you are aware of any changes made by the Company. Your continued use of the Website after changes have been posted means you agree to be legally bound by the Terms as updated and amended.

3. Ownership and Restrictions

3.1

Apart from images licensed for use by the Company, including photographic images and content which is licensed by the Company from photographers, fashion houses and other third parties, the Website, its design and content including all text, information, still and motion video, audio and audio visual material, code and/or software and all intellectual property rights relating to the same (the "Material") are owned by the Company.

3.2

The Website may be used by you strictly for your own personal use as provided in these Terms. No element of the Website or the Material may be taken out of context or presented in a misleading or discriminatory manner.

3.3

You are strictly prohibited from accessing and using any of the images found on the Website in any manner unless you are an authorised licensed user and adhere strictly to the terms of the separate licence terms governing the valid and lawful use of such images.

3.4

You agree not to modify, copy, reproduce, broadcast, modify, adapt, transmit, republish, sell, resell, exploit, create derivative works or distribute in any way any portion of the Website or the Material.

3.5

You are granted a personal, limited, non-transferable, non-exclusive licence to access the Website and print and download extracts from the Website (which are clearly made available by the Company for you to print and/or download and which excludes any other images) for your own private personal use on the following basis:

3.5.1

no documents, images or related graphics on the Website are modified in any way;

3.5.2

no graphics or images found on the Website are used separately from the accompanying text;

3.5.3

no Material or any portion of the Website is used and/or exploited to create an association or similar connection with a business, person or corporate entity;

3.5.4

the Company's copyright and trade mark notices and this permission notice appear in all copies of any material from the Website; and

3.5.5

you do not, and you do not allow any third party, to modify or create a derivative work, reverse engineer or otherwise attempt to discover any source code or software available on the Website.

The grant of this limited licence is conditional upon your agreement to and compliance with all these Terms. The Company may revoke this licence at any time in its absolute discretion.

3.6

Any use of extracts or images from the Website, including without limitation the Material, other than in accordance with paragraph 3.5 above for any purpose is prohibited. If you breach any of the Terms, your permission to use the Website automatically terminates and you must immediately destroy or permanently erase from any computer memory or storage device any downloaded or printed extracts or images or documents from the Website including without limitation the Material.

3.7

All copyrights, trade marks, intellectual property rights and proprietary rights on the Website are the property of or licensed to the Company unless otherwise stated. Nothing shall be construed as conferring upon you by implication, estoppel or otherwise any licence or right to use any trade mark, patent, registered design, design right, copyright or other intellectual property right of the Website.

4. Website Access

4.1

While the Company endeavours to ensure that the Website is normally available 24 hours a day, the Company shall not be liable if for any reason the Website is unavailable at any time or for any period.

4.2

Access to the Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond the Company's control.

5. Visitor Material and Conduct

5.1

Other than personally identifiable information, which is covered under our Privacy Policy, any material you transmit or post to the Website shall be considered non-confidential and non-proprietary. The Company shall have no obligation with respect to such material. The Company and its designers shall be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.

5.2

You are prohibited from uploading, posting or transmitting to or from the Website any material:

5.2.1

that is threatening, defamatory, obscene, indecent, unlawful, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience; or

5.2.2

for which you have not obtained all necessary licences, consents and/or approvals; or

5.2.3

which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in any country in the world; or

5.2.4

which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

5.3

You may not misuse the Website (including, without limitation, by hacking) in a way which is contrary to the Terms. In the event that you do misuse the Website or breach any of the Terms, the Company reserves the right to ask you to leave the Website immediately, and to prohibit you from using the Website in the future.

5.4

The Company shall fully co-operate with any law enforcement authorities or court order requesting or directing the Company to disclose the identity or locate anyone posting any material in breach of this paragraph 5.

6. Links To and From Other Websites

6.1

Links to third party websites on the Website are provided solely for your convenience. If you use these links, you leave the Website. The Company has not reviewed all of these third party websites and does not control and is not responsible for these websites or their content or availability. As a result, the Company does not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to the Website, you do so entirely at your own risk.

6.2

Please note that we are not responsible for the terms of use or data collection practices of any other websites and we encourage you to read the privacy statements and terms of use of those linked websites.

6.3

The Company does not permit the linking of the Website from any third party websites unless it has provided its express written consent to do so.

7. Registration

7.1

When you submit your details to us via the Website, you warrant that all the details you supply, including without limitation, your name and e-mail address are accurate, that you are authorised to use the e-mail address that you provide and that you are at least sixteen (16) years old. If you are below the age of sixteen (16), please obtain the permission of your parent or guardian before using the Website. The Company has no intention of collecting any personal information from children below the age of 16 without informed parental consent. Parents are encouraged to review their children's e-mail and Internet

activities to ensure that the Website is being used in accordance with these Terms.

7.2

The Company takes your privacy seriously. Please read the Company's Privacy Policy for details about what information the Company collects and how the Company will use and protect it.

8. Terms and Conditions of Business

8.1

Details of the terms and conditions of business are available at www.vivamodelmanagement.com/Terms-and-conditions. Please review such terms and conditions carefully and thoroughly as they will govern and apply to any supply of the services by the Company and take precedence over and supersede any other terms.

8.2

Any amendment or variation made to the terms and conditions of business as supplied by the Company shall not be valid or binding unless agreed to in advance by the Company and confirmed by the Company by counter-signing such amendment or variation on this booking confirmation form.

9. Disclaimer

Information on this website does not constitute an offer or solicitation to conduct MODELLING business in any jurisdiction. It is your responsibility to inform yourself about and observe any applicable laws relating to MODELLING. Information on the Website has been obtained from sources which we believe to be reliable and accurate. The company is not responsible for the accuracy of the information contained within the Website provided by third parties.

10. Accuracy

10.1

While the Company endeavours to ensure that the information on the Website is correct, the Company does not warrant the accuracy and completeness of the material on the Website. The Company may make changes to the material on the Website, at any time without notice. The material on the Website may be out of date, and the Company makes no commitment to update such material.

10.2

The material on the Website is provided "as is", without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, the Company provides you with the Website on the basis that the Company excludes all representations, warranties, conditions and other terms, including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill which, but for these Terms, might have effect in relation to the Website.

11. Liability

11.1

The Company, any other party (whether or not involved in creating, producing, maintaining or delivering the Website), and any of the Company's group companies and the officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or any kind of loss or damage that may result to you or a third party in connection with the Website in any way or in connection with the use, inability to use or the results of use of the Website, any websites linked to the Website or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing the Website or your downloading of any material from the Website or any websites linked to the Website (including without limitation, any direct loss or DAMAGES of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise and ANY indirect, punitive or consequential loss or damages).

11.2

Nothing in these Terms shall exclude or limit the Company's liability for:

(a)

death or personal injury caused by negligence (as such term is defined by the Unfair Contract Terms Act 1977); or

(b)

fraud; or

(c)

any liability which cannot be excluded or limited under applicable law.

11.3

You assume all costs if your use of the Website results in the need for servicing, repair or correction of equipment, software or data.

11.4

The Company does not warrant that functions contained in the Website content will be uninterrupted or error free, that defects will be corrected or that the Website's server is free of viruses, worms, Trojan horses or bugs.

12. Severance

If any of these Terms shall be determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state

or country in which these Terms are intended to be effective, then to the extent and within the jurisdiction in which that term is illegal, invalid or unenforceable, it shall be severed and deleted from these Terms and the remaining Terms shall survive, remain in full force and effect and continue to be binding and enforceable.

13. No Waiver

No delay or failure by the Company to exercise any powers, rights or remedies under these Terms will operate as a waiver of them nor will any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of them. Any waiver to be effective must be in writing and signed by an authorised representative of the Company.

14. Entire Agreement

These Terms including the documents or other sources referred to in these Terms supersede all prior representations understandings and agreements between you and the Company relating to the use of this Website and sets forth the entire agreement and understanding between you and the Company for your use of this Website.

15. Governing Law and Jurisdiction

These Terms shall be governed by and construed in accordance with English law. Disputes arising in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of England.

Issue Date: September 2015

POLICIES:

PRIVACY POLICY

Viva Model Management London Limited ("we" or "us") place great importance on visitor privacy and the security of all guests visiting (the "Website"). We are dedicated to protecting your personal information and have notified the Information Commissioner of our role as data processor under the Data Protection Act 1998 (Registration Number: Z6822933). This privacy policy (the "Policy") describes how we work to maintain your trust.

1. Use of the Website

By accessing or using the Website, you agree to the terms of this Policy. If you do not agree with any of these terms, please do not use the Website. This Policy only applies to data collected on the Website, and does not apply to websites of affiliated companies. We reserve the right to modify the Policy at any time without notice. Any changes to our Policy in the future will be posted on the Website and, where appropriate, notified to you by e-mail. You are responsible for regularly reviewing the Policy for any updates and/or changes to the Policy.

2. Information We Collect

We collect information about you in two ways. First, we collect personal information provided to us directly by you, such as when you apply to become a model; place a booking; e-mail us; authenticate an order; or request information from us. Second, we automatically receive information from your browser, including but not limited to your internet protocol (IP) address, information about your browser, "cookie" and "web beacon" or "web bug" information.

3. Cookies and Web Beacons/Web Bugs

3.1 A cookie is a very small file sent to your web browser by a website's server to process information more efficiently. A cookie file can contain information such as a user ID that the Website uses to track the pages you have visited, however the only personal information a cookie can contain is information you supply yourself. Cookies cannot read data off your hard drive, destroy files, or send viruses. Cookies basically avoid duplication of information. For instance, by setting a cookie on the Website, you would not have to log in a password more than once and save time while visiting the Website. Cookies can also enable us to track and target the interests of our users to enhance their experience on our Website. You can set your browser to reject a cookie. If you do so, you will still be able to use the Website, but you may be limited in some areas of the Website. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you log on to our Website. For more information about cookies and how to turn them off, please visit the Interactive Advertising Bureau's website at <http://www.allaboutcookies.org>.

3.2 A web beacon or web bug is a file used to monitor your journey around a single website or collection of websites. They may be used in association with cookies to understand how visitors interact with the pages and content on the pages of a website. Being able to recognize you enables us to make the Website more user friendly.

4. Use of the Collected Information

4.1 We generally use information provided by you to enhance your experience of the Website, to customize the advertising and content you see, to fulfill your requests for products or services, to improve our products and services, to contact you, and to gather and review statistical information.

4.2 By providing us with your details, you agree that we may send you marketing and promotional material or other information about our products and services. We may also send you surveys or market research questionnaires which you may or may not choose to participate in.

4.3 We may use tracking information that is automatically sent to us to determine which areas of our Website are most (and least) popular based on traffic to those areas. We do not track what individual users read, but rather how well each page of the Website performs overall. This helps us continue to build a better service for our users.

5. Information Sharing and Disclosure

5.1 We may disclose your personal information to any member of our group of companies, which means our subsidiaries, our ultimate holding company and its subsidiaries, (as defined in section 736 of the UK Companies Act 1985).

5.2 We may disclose your information to third parties under the following circumstances:

5.2.1 where, in order for us to provide our products and services to you, we may need to appoint other organizations to carry out some of the processing activities on our behalf. These will include, for example, delivery organizations and mailing houses. In these circumstances, we will take all steps reasonably necessary to endeavor that your information will be used in a manner consistent with the Policy;

5.2.2 in response to subpoenas, court orders, or legal proceedings, or to establish or exercise our legal rights or defend against legal claims;

5.2.3 where it is necessary to share information in order to investigate, prevent or take action regarding illegal activities, suspected fraud, potential threats, violations of our terms and conditions, or as otherwise required by law; or

5.2.4 in connection with the sale, merger, joint venture, acquisition, or reorganization of us or any of our subsidiaries or parent companies and their respective assets, where we may have to disclose your information to our new business partners or owners.

5.3 Where you have consented by "opting in" when providing us with details, we may also allow carefully selected third parties, including in particular, our commercial sponsors, to contact you occasionally about products and services which may be of interest to you. They may contact you by post, telephone or fax, as well as by e-mail. If you change your mind about being contacted by these companies in the future, please contact the Privacy Policy manager to update your preferences at info@viva-london.com.

5.4 We may also pass aggregate information on the usage of the Website to third parties but this will not include information that can be used to identify you.

5.5 Unless required to do so by law, we will not otherwise share, sell or distribute any of the information you provide to us without your consent.

6. Use of Your Information Outside the European Economic Area ("EEA")

6.1 The information you provide to us will be held on our computers and may be accessed by or given to our staff, companies within our group or other third parties who may be located outside the EEA. These parties act for us for the purposes set out in the Policy or for other purposes approved by you. Please note that if you submit your data to us, you will be giving your consent to the data being transferred outside the EEA.

6.2 Countries outside the EEA and the USA do not always have strong data protection laws. However, we will always take reasonable steps to ensure that your information is used by third parties in accordance with this Policy.

7. Security and Data Retention

7.1 We endeavour to protect personal information under our control in order to prevent the loss, misuse, unauthorized access, disclosure or alteration of your information.

7.2 Unfortunately, the transmission of information via the internet is not completely secure. Although we will take reasonable steps to protect your personal data, we cannot guarantee the security of your data transmitted to our Website; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

7.3 We will retain your information for a reasonable period as long as the law requires.

8. Links to Other Websites

The Website may contain links to other websites that are owned and operated by third parties. Even if the third party is affiliated with us, we have no control over these linked websites, all of which have separate privacy and data collection practices. Please be aware that we cannot guarantee or be responsible for the data collection practices of such other websites. We encourage you to read the privacy statements for those linked websites.

9. Privacy of Children

The Website is not designed for, or directed to children. As such, we do not intend to collect and will not knowingly collect any personal information from children below the age of 16 without parental consent. If you are under 16, you must ask your parent or guardian before you send any information to us or ask us to e-mail anything to you. By sending us any information or asking us to send you information you are confirming that you have received the informed consent of your parent or

guardian. Parents are encouraged to review their children's e-mail and internet activities to ensure that the Website is being used by their child in accordance with parental consent and this Policy. Should parents wish to access their children's personal information held by us, they should contact the Privacy Policy Manager at info@viva-london.com.

10. Accessing and Updating

You are entitled to see the information that we hold about you or your child and you may ask us for a copy of such information. We may charge you a small administration fee of £10 for providing you with these details. If you believe that any of the data we hold about you or your child has changed or is incorrect, please ask us to change or update such data by contacting, the Privacy Policy Manager at info@viva-london.com.

11. Your Choice

You may choose to stop receiving communications from us at any time. To request removal from our mailing list, to access your personal information or to ask us to remove your personal information from our database, please send a message with your request to the Privacy Policy Manager at info@viva-london.com.

12. Questions and Contacting Us

If you have any comments, questions or suggestions relating to our use of your information, the information collected or your use of the Website please contact the Privacy Policy Manager at info@viva-london.com.

EQUAL OPPORTUNITIES POLICY

We are committed to being an equal opportunities model agency in respect of our models, talents, employees, clients and suppliers. We oppose all forms of unlawful discrimination including discrimination because of sex, marriage or civil partnership, gender reassignment, pregnancy or maternity, sexual orientation, race, (including national origin and nationality), religion or belief, disability and age. These are known by the UK Equality and Human Rights Commission as "protected characteristics". This includes consistent and objective standards in recruitment, selection, appraisal, promotion, reward, training, personal development and treatment of people prior to, or after, returning from maternity leave.

We require everyone to act in accordance with this policy, be they staff, models or clients, and to be treated fairly and without discrimination. If you or anyone is subject to harassment based on discrimination or victimised, it should immediately be raised with our director. It is not just the Company who may be liable for unlawful discrimination – sometimes those who participate can be found to be personally liable to the victim.

All agents are responsible for ensuring that this policy is applied within their own area. Staff have a personal responsibility to comply with this policy and do their best to ensure that it is adhered to in their day to day work. No one must discriminate or help others to do so in contravention of this policy. Breaches of this policy will be taken seriously and are likely to result in disciplinary action, up to and including dismissal. Individuals may also be personally liable towards anyone unlawfully discriminated against and may have to pay compensation on top of any compensation the Company might be ordered to pay.