

terms & conditions

Clients are requested to carefully read the following terms and conditions which must be strictly adhered to at all times. In addition, as a requirement of the Department of Trade and Industry Employment Regulations, a PHA booking form containing the terms of the booking should be signed and returned by the client prior to the commencement of any assignment.

1. FEES

All fees are based on an 8-hour day (excluding Equity contracts) including a 1-hour lunch break (Shops Act, 1950). Models may be booked for a full day, a half-day or hourly. Extra half hours or parts of hours shall be paid at half the hourly rate. Expenses will be added where appropriate.

2. OVERTIME

Normal rates apply to bookings between 0900 and 1800 hours, Monday to Friday. Overtime is applicable before 0900 and after 1800 hours; please check with the Agency for rates. A special rate will be negotiated for work between 2400 and 0900 hours. Work on Saturdays is one and a half times the normal rate. Work on Sundays and Bank Holidays is double the normal rate.

3. USAGE

Unless otherwise agreed, in writing, the permitted use for photographs is for editorial, or press advertising and EXCLUDES posters, packaging, display material (i.e. showcards, point of sale, swing tickets etc.), CD, video and DVD covers and stills in commercials. An additional rate is payable for each of the above categories. The client is responsible for negotiating the additional fees for each of these categories before use can commence.

(a) It is not permitted to use the photographs for any purpose until all fees have been paid.

(b) Unless otherwise agreed, in writing, the additional fees will be for the UK only for a period of 1 year from the date of booking. Rates for all foreign usages must be separately negotiated.

(c) An additional rate is payable for any other use of the photographs, or reproductions or adaptations thereof, or drawings there from, either complete or in part, alone or in conjunction with any wording or drawings, other than the permitted use.

4. TERRITORY

All fees quoted are for the UK only for a 1-year period from the date of the booking unless otherwise agreed in writing.

5. TV BOOKINGS

As per British Actors Equity Association agreements.

6. VIDEOS

For all videos a daily rate will apply with a possible buy-out fee dependent upon usage.

7. LOCATION BOOKINGS

At the time of the booking the client must provide details regarding transport available and/or overnight stays. In some cases a fee will be charged for an overnight stay if it prevents a model from working on the day he/she has to travel.

8. PROVISIONAL BOOKINGS

Provisional bookings will be automatically cancelled if they are not confirmed within 24 hours of the proposed booking, or if a definite booking is offered and the provisional cannot be confirmed. The agency will, of course, always give the client first option to confirm the booking before taking any other booking.

9. WEATHER PERMITTING BOOKINGS

At the first cancellation a half fee will be charged, unless the client fails to cancel in time to prevent the models attendance, in which case the full fee applies. Second cancellation will be charged at full fee.

10. CANCELLATIONS

If a booking is cancelled within one working day of the starting time, full fee is charged unless the same model is re-booked within 24 hours in which case half the fee will be charged. If a booking is cancelled outside the one-day period, but within two working days of the start time then a half fee will be charged. If a trip or long booking is cancelled within a period equal to the length of the booking, then the full fee will be charged.

Should a booking be cancelled due to illness or other reasons beyond the models or agents control (and providing that appropriate evidence is produced) neither the model nor the agent shall be responsible for cancellation charges.

11. FITTINGS

The first hour of fittings will be charged at the full hourly rate, every hour thereafter will be invoiced at half the hourly rate.

12. TRAVEL

Travel time will be charged at an hourly travel rate plus travel expenses out of Manchester City Centre, please check with the Agency for rates.

Expenses will be charged at standard return rail fare.

13. MEALS

Clients are responsible for models' meals on all bookings outside the Manchester area.

14. FASHION SHOWS

Payment of the agreed fee confers the right to make use of models' services on the catwalk for the specified show and the right to use photographs and video of the show for reporting purposes only. Any other usage must be negotiated at the time of the booking before use can commence.

15. AGENCY FEES

An Agency supplement is chargeable on all models and usage fees, except work which is related to commercials to be shown within the UK, for which repeat fees are payable.

16. PAYMENT

In all cases the client responsible for commissioning the work will be invoiced and solely responsible for payment, unless otherwise agreed in writing at the time of booking. Where payment for title to a models photographic image, reproduction, drawing or any adaptation thereof has, by default, not been fully discharged we reserve the right to invoice the ULTIMATE CLIENT. All fees to be paid within 30 days of invoice. VAT is only applicable to commissions and supplements.

17. RESTRICTIONS ON A MODEL

A special fee will be negotiated when the work is in connection with a product, which precludes work for competing products. It is the client's responsibility to check whether conflicting work has ever been undertaken. It must be understood that if a model advertises a product he/she is able to work for a competitor unless an exclusion fee is negotiated.

18. TEST AND EXPERIMENTAL WORK FOR PHOTOGRAPHY OR COMMERCIALS

Models will not sign a release form and the photographer or client must not use photographs from test or experimental shoots or test commercials, unless specific usages and fees have been agreed with the agency prior to the use commencing.

19. COMPLAINTS

Any complaints should be reported to the Agency DURING THE COURSE OF THE BOOKINGS. Complaints will not be considered in retrospect.

20. CHILDRENS BOOKINGS/LICENCES

(a) Photographic/ Modelling Licence

In order to comply with The Children & Young Persons Act 1963 section 37, every child in compulsory education is legally required to hold a current photographic model licence. A licence can only be granted by the child's Local Education Authority (LEA). At the time of going to press all the children featured in this directory hold a current licence. All children must apply for a licence when registering with PHA.

However a licence must be renewed on a 6 monthly basis and there is an enormous discrepancy in processing times required by individual LEA's. As a result, PHA are unable to guarantee that each licence will run concurrently. It is therefore vital to contact PHA to confirm the current licensing status of any child being considered for a photographic booking.

(b) Performance Licence

For commercials and other performances a separate performance licence is required.

The time scale for granting such a license is normally 21 working days. However, some authorities can accommodate a lesser time scale but PHA cannot guarantee this. Therefore, it is advisable to contact us as soon as possible to start the licensing procedure. PHA will provide the necessary paperwork and guidance in completing paperwork but ultimate responsibility for issuing the licence lies with the child's LEA.

PLEASE NOTE: We, as the agent, act for and on behalf of our models and whilst making every endeavour to provide a professional and efficient service, we cannot ultimately be held responsible for a model's conduct on an assignment.

The Terms and Conditions are without prejudice to any claim against the client.



0161 273 4444

tanzaro house, ardwick green north,
manchester m12 6fz

info@pha-agency.co.uk www.pha-agency.co.uk
fax: 0161 273 4567