



## **GENERAL BOOKING CONDITIONS**

Registered in Amsterdam, The Netherlands at the Chamber of Commerce registration number 34 35 87 20, hereafter called 'Thea Meulenberg Casting'.

### **1. Applicability of conditions**

These General Booking Conditions cover all agreements between Thea Meulenberg Casting and third parties (hereafter called 'The Client') related to models, actors (hereafter called Talent), registered with and supplied by Thea Meulenberg Casting, unless otherwise agreed in writing.

Deviations from these General Booking Conditions are valid only when they are made by written agreement between The Client and Thea Meulenberg Casting.

The Client is not allowed to make direct agreements with Talent in relation to the services provided and the use of the material unbeknownst to Thea Meulenberg Casting.

Thea Meulenberg Casting clients may not contact the Talent directly for legal or financial affairs. Clients may not ask the Talent to sign contracts, unless prior agreement has been reached with Thea Meulenberg Casting in writing. Contracts that go against these conditions and are signed without consent from Thea Meulenberg Casting are not binding for the Talent nor for Thea Meulenberg Casting.

The General Booking Conditions of Thea Meulenberg Casting take precedence over any General Booking Conditions of The Client, unless agreed otherwise.

### **2. Formation booking order**

A booking contract is considered as given when The Client or his representative orders Thea Meulenberg Casting to book a specific Talent.

The following applies for final orders as for option bookings. In the absence of any contrary agreement with Thea Meulenberg Casting, the booking confirmation in writing or by email, or the invoice, with the specifications thereon, exclusivity and buy-out to The Client is binding between the parties, regarding the determination of the content of the agreement.

The booking confirmation will serve as basis for the calculation of the rate, the allowances and the Talent prices, subject to the following: for all Talents is that they basically reserve the right to turn down a booking order.

### **3. Rates**

Rates by Thea Meulenberg Casting upon request.

#### **4. Composition model prices, fees and rates**

All prices exclude agency fee and VAT. On top of that an agreed so-called finders fee and/or casting research fee can be calculated, depending on the assignment agreed.

#### **5. Standard rates**

For the different Talents are the respective standard rates, according to categories specified by Thea Meulenberg Casting. Working hours and travel times are rounded up to half an hour.

Hourly rate: this rate is for every booking as the minimum rate. Bookings for 1 hour or less be increased by an allowance in accordance with the price list of Thea Meulenberg Casting.

Half day rate: A half-day consists of 4 consecutive hours for photography and 5 hours for film. The half-day rate is only applicable when a booking is for a period ending at 13.00 hours or starting at 14.00 hours on any day.

Daily rate: This rate will be charged at a 1-day booking. In this case the Talent actually is 8 consecutive hours available to The Client for photography and 10 hours for film.

Fares above are separate from the under the following conditions agreed surcharges, in connection with required work and the use of material.

#### **6. Surcharges**

In addition to the standard rates Thea Meulenberg Casting calculates surcharges for the following:

1. Work between 22.00 and 07.00 hours.
2. Use of movie/photo images for displays, showcards, posters, folders, banners, streamers, inserts, outdoor posters, abri posters, billboards, public transport, leaflets, flyers, internet, social media, packaging, calendars and so on.
3. Usage right; depending on media, region and period of use. Also known as buy-out.
4. Lingerie, 50% of the working time.
5. Nude, 100% of the working time, minimum daily rate.
6. Television/Film, broadcasting time.

#### **7. Travel reimbursement**

For travel time abroad, 50% of the day fee is charged for a travel day.

#### **8. Travel allowance**

If the work of the Talent takes place in another city than where they live, The Client must pay the total travel expenses based on 0,19 ct p/km or second class public transport. The travel expenses will be calculated from home of the Talent to the location. In the event of a booking of a child under 15 years, the expenses of both child and one supervisor will be compensated.

#### **9. Rates for exclusivity**

If The Client indicates, exclusivity may be agreed in principle with respect to a Talent. Exclusivity can be negotiated over:

a) all other commercial applications from the Talent  
b) commercial applications for similar products. About the interpretation of this distinction the judgement of Thea Meulenberg Casting is decisive. The exclusivity should be stated with the booking contract. The exclusivity is only valid if Thea Meulenberg Casting indicates the exclusivity in the order confirmation.

#### **10. Rates for use in several countries**

The Client is not allowed to use the material of Talent outside the Netherlands or any other country agreed, without explicit prior permission of Thea Meulenberg Casting. A complementary agreement/buy-out shall be negotiated prior to permission.

#### **11. Rates for campaigns and long-term use**

In case The Client wishes to use (portrait) material for a campaign that lasts longer than the agreed period, there must be a special rate to be agreed in addition to the above listed tariff arrangements. It is not permissible to use a Talent for a period longer than the agreed period, in any manner whatsoever. Except with the prior consent of Thea Meulenberg Casting and the Talent.

#### **12. Options**

The Client can take an option on the booking order with a Talent. At least 2 working days before the date booked, the option has to be converted into a definite booking. For an option for a foreign country the period is 3 working days. An option will expire automatically when not confirmed on time.

#### **13. Cancellations**

In case of cancellation received at 24 hours before the booked time, The Client must pay 50% of the agreed rate. If cancelled in less than 24 hours before the booked time, The Client has to pay the entire agreement rate to Thea Meulenberg Casting.

In case of a booking for several days, the cancellation deadline is as long as the booking period. If the cancellation is less than this period, The Client has to pay the entire agreement rate to Thea Meulenberg Casting.

The Client is the entire agreement fee payable in the event a casting fee or a finders fee has been agreed. In this case Thea Meulenberg Casting still has the right to charge The Client for the agreed fee.

For 'nice weather' bookings, The Client may cancel such a booking once free of charge, if The Client when booking clearly stated. In a second cancellation of the same booking, 50% of the agreed rate is payable, possibly plus an agreed fee for operations. In a third cancellation of the booking of the same Talent is 100% of the agreed rate payable, possibly plus an agreed fee for operations.

The calculation of the above periods is not including Saturdays, Sundays and public holidays in the Netherlands.

#### **14. Use**

The Client is not allowed to use the material other than the previously agreed use with Thea Meulenberg Casting.

The Client then receives only the right to use agreed, after payment of all sums paid in respect.

Longer use of image rights/repeat fees can only be obtained by a financial compensation and with the consent of Thea Meulenberg Casting.

## **15. Payments**

Payment to Thea Meulenberg Casting by virtue of an invoice, unless otherwise agreed. Within 30 days after the invoice date, the amount has to be credited to the account of Thea Meulenberg Casting. If The Client has not written and substantiated complaint within 8 days, he shall be deemed to agree with the content of the invoice.

From the day the payment period of **30 days** has elapsed, The Client must pay 1.5% interest per month on the claim. In addition, parts of a month counted as a full month.

All costs incurred by Thea Meulenberg Casting are made in implementation of the Rights of the Talent and all judicial and extrajudicial costs be borne by The Client. Extrajudicial costs are payable by The Client, without further summons or in default being, in all cases where Talent and/or Thea Meulenberg Casting should enable a legal expert for the collection of a claim or the enforcement of his/her rights.

The above-mentioned extrajudicial costs are at least 15% of the outstanding amount with a minimum of €75 per claim.

Finally, Thea Meulenberg Casting is not obliged to pay the Talent in question if client has not yet paid the amount to Thea Meulenberg Casting.

## **16. Liability**

Thea Meulenberg Casting is not liable for any damages that may occur, when the Talent booked, any appointment or partial failure to fulfil. Thea Meulenberg Casting will, if applicable, assist in finding the best solution possible.

## **17. Complaints and refusal**

In case of a complaint of The Client on the performance of a booked Talent, Thea Meulenberg Casting can deduct a further agreed amount on the price, if it is justifiable in its opinion. The condition is that The Client immediately, within 24 hours, the complaint stating the reasons and, if desired, this proves. The Talent in question must immediately be denied.

## **18. Dispute**

All disputes relating to or resulting from a booking contract with Thea Meulenberg Casting be assessed under Dutch Law and submit to the competent court in Amsterdam.