



Standard Terms and Conditions of Business

1. Background

These provisions have been drawn up as the basis for dealings between PMA Models PTY Ltd ABN 95137597829 ("the Agency") and its clients and/or prospective clients. It is on this basis that the Agency provides services to clients and that clients engage the Agency.

The provisions are designed to cover a majority of issues that may arise in the normal course of dealings between a marketing agency and the clients for which it performs services.

Clients should familiarise themselves with these provisions and ensure that all relevant personnel within their organisations also do so. This will enable them, wherever necessary, to seek variation, explanation or clarification in any area/s required before commencement of business.

2. The Proposal

The Client acknowledges that the Agency has on the Client's behalf and on instructions by the Client, prepared the attached proposal ("Proposal").

The Client shall promptly notify the Agency whether it accepts The Proposal or not. In the instance the Proposal is not accepted within 28 days from the date of said Proposal, then it shall be deemed withdrawn by the Agency, unless otherwise agreed in writing by the Agency. Furthermore it is agreed and the Agency shall be entitled to submit said Proposal in same or amended form to third parties, even though they may be in competition with the Client's business.

2. The Billing Terms & Conditions

Quotes & Costs

An initial "Estimate 1" quote will be provided to the Client for budgeting purposes only and is to be considered a tentative quote, including what the Agency foresees as an estimate of costs and expenditures expected to be incurred by the Client through the Agency. It may also include additional costs to be incurred by the Client in connection with the project/campaign or activity with third parties, not connected directly through the Agency. "Estimate 2" quotations are confirmed quotes provided subsequent to the initial quotation for items, other than fees, where the specifications for those costs, expenditures and items outlined in "Estimate 1" are agreed upon.



Fees

Promotional/Brand Ambassador Fees are calculated on an hourly rate with a minimum call out of 4 hours per activity, unless previously specified and agreed upon. Cancellations must be advised during office hours Monday to Friday 8.30am - 5.30pm. Should an activity be cancelled, no less than 48 hours is required. Further policies for cancellations include;

- (i) Cancellations for which less than 48 hours notice is given will incur a cancellation fee equal to the total value (100%) of the confirmed booking for the hours stated and talent booked.
- (ii) Inclement weather cancellations must be advised at least 3 hours prior to campaign commencement and should the model be cancelled upon arrival to the assignment a fee equal to 70% of the job value will be charged.
- (iii) Inclement weather cancellation fees are calculated at the minimum call out rate per model (4 hours per staff member).
- (iv) Should a model fall ill, PMA Models Management will do their best to find a suitable replacement. If a suitable replacement cannot be found, all monies paid for that specific model will be fully refunded.
- (v) As per Australian WH&S standards, employees are required break times throughout the shift. It is requested that models receive a 15min break approximately every 3-4hrs or thereabouts, at a time deemed appropriate and at the discretion of the Client on the day. If no breaks are awarded throughout the models work time the Client will be charged an additional 30 mins for each 5 hours worked.

Terms of Payment

Upon acceptance of the "Estimate 2" quote by the Client and for jobs booked 2 weeks or more in advance, 50% of all fees will be invoiced and payment is expected to be made within 7 days, by way of PMA nominated payment terms. The remaining Final Payment of 50% will be invoiced, including any overtime or additional unforeseen 'out-of-pocket' expenses incurred by contracted model or Agency. PMA expects Final Payment by the Client within 14 days from the last day of the Campaign completion.

In the instance that the Client requests models *under* the 2 week booking period, 50% of the total "Estimate 2" quote accepted, must be paid by MasterCard or Visa Credit Card only. As per above, Final Payment standards terms apply at the completion of the Campaign.



Payment of Invoices

Final Payment for invoices is 14 days from date of Campaign completion. All endeavours will be made to invoice the Client on the next working day, provided there are no additional costs. Any queries regarding Final Invoices must be made within 5 days from date of invoice and failure to make enquiries within this time frame determines complete acceptance of the Final Payment invoice.

All accounts not paid by the due date will be re-invoiced with an additional 10% added. You will then be given another 7 days to pay. If the Client fails to pay the amounts due, in accordance with these terms and conditions and there is an amount for more than 30 days from said completion date and there is no outstanding query on it, the Agency may elect to;

- (i) Pass on the Final payment outstanding amount to its preferred Debt Collection agency, where the Client 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.
- (ii) Refrain from completing or performing any further services until payments are brought into line.
- (iii) Add an additional 10% to the Final Payment invoice, compound monthly (30 days) for each term that Final Payment is not received.

3. Liabilities & Expenses

Out-of-Pocket Expenses

All out-of-pocket expenses will be invoiced at Campaign completion and/or at monthly intervals throughout campaign duration and will include an additional fee to cover cost of any sundries and administration costs, attached to this recovery of expenses.

Overtime & Penalty Rates

Normal working hours are Monday-Saturday, 7am-11pm. Overtime Rates are "time and a half" of the Talent's normal rate before 7am and after 11pm. Sundays and Public Holidays are at "time and a half" of the Talent's normal hourly rate.

Booked Hours

If a job takes longer than the originally booked hours then overtime/penalty rates of time and a half will apply. If an activity is completed sooner than the quoted completion time, the Client is still required to pay the full amount. For example, if Talent is booked from 10am-4pm and is informed by the client that the assignment will be finished ahead of schedule, full payment for the 6 hours the model is booked is still invoiced and paid. If a job is cancelled due to other reasons with less than 48 hours notice from its commencement time, there is no refund of the initial deposit and costs will be charged as per item (i) in Fees policy.



Model Travel Allowance

If a campaign is located more than 30 kilometres from the CBD of the closest Capital City, there is an additional travel allowance which will be added to your quote. The driver is entitled to 40 cents per km and if there are passengers travelling who are also working on the same campaign, they are entitled to 25 cents per km travelled.

Legal Liability and Exclusions

No responsibility or liability shall be accepted by the Agency for any loss or damage suffered by a Client either directly or indirectly arising out of the conduct of an activity or program administered or proposed by the Agency. In particular, the Agency expressly excludes any liability for loss or damage, including but not limited to, legal advice or the infringement or alleged infringement of any legislation, law, regulation or statute.

No warranty or guarantee of performance or success is given by the Agency or shall be deemed or implied unless it is specifically given in writing by the Agency.

Whilst all care is taken to ensure model profiles and pictures are kept up to date on the PMA website and all correct information is given to potential Clients upon selection of proposed Talent, PMA takes no responsibility for Talent not looking identical to professional photo's submitted by each individual model. Each Client that accepts "Estimate 2" quote hereby agrees and accepts their requested Talent as is, and furthermore how they represent themselves on the day of the assignment, provided they have been briefed correctly and followed said Clients instructions for presentation. No refunds, discounts or cancellations will be accepted on the day of the assignment should the Talent not be up to the professional standard of online photos.

If a Client decides not to pay the outstanding amount once the talent has completed the job, then the Full Payment invoice will be treated as a non-payment invoice over 30 days and the proper legal channels for recouping costs to the talent and Agency will be undertaken.

The Client further acknowledges that all commercial advertising, ideas, concepts, finished art material, goods, products, stock, packaging, print and other materials which are produced by the Agency on the Client's behalf in respect of this Proposal and submitted to the Client are acceptable to the Client unless written notification to the contrary is provided to the Agency by the close of business on the 3rd working day after delivery of same.



All models/actors/dancers are sub contracted to PMA Models ("the agency"). Any public liability or insurance is the responsibility of the clients who is booking them. PMA Models ("the agency") accepts no responsibility for accidents that occur.

The client may not contact any models that are booked through PMA Models ("the Agency"), privately for any additional or ongoing work. Any client that contacts a model that has previously been booked through the agency with their company will be invoiced \$300, per hour or part thereof, per model used.

Model/Talent Briefs & Attendance

Each Client is required to send a Full Description of the Job Brief to PMA Management at least 7 working days before the commencement of the assignment. The Talent will be requested to follow this Job Brief only and this will be outlined before the commencement of the campaign.

If at any time talent is required/requested to perform duties outside of the Client brief which;

- (i) Makes them feel unsafe or personally uncomfortable
- (ii) Harassed in a physical, verbal or sexual nature
- (iii) Are of a demeaning nature or were not specifically outlined in the Client brief, (ie Corporate Hostess requested to hand out flyers on a side street)

Then the Talent has the right to conclude work for the Client ahead of schedule and at the say so of the Sub-contracting Agency, PMA. The Client will still be billed at the Full Payment invoice, "Estimate 2", as a completed job for failure to outline correctly the Talent Job brief. As with Payment of Invoices, the Client has 14 days to pay remaining 50% of Final payment invoice before it is moved to the non-payment 30 days recovery department.

Complaints

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

These terms and conditions may not be varied unless previously pre-determined in writing and signed by both parties.

Promotional Models Australia