

# P.M

## **TERMS AND CONDITIONS: Agent / Talent / Client Relationship:**

The relationship between the talent (Model) and Primary Management Pty Ltd (Agent) is documented in a written contract. In summary, the Model has engaged the Agent to be their representative and the Agency has the Model's written authority to enter into contracts with any and all Clients on their behalf. The Agent is NOT the Model's employer. The Agent acts as an intermediary between the Model and the Client. In accordance with the ATO's "PAYG withholding for performing Models" guidelines, the Agency is entitled to raise invoices and collect monies on behalf of the Model, as an intermediary, even though the contract exists between Client and Model.

The Client is defined as the "end-user" by the Australian Taxation Office's (ATO) "PAYG withholding for performing Models" guidelines. Web address for these ATO guidelines: <https://www.ato.gov.au/Business/PAYG-withholding/In-detail/Specialised-industry-topics/PAYG-withholding---performing-artists-and-promotional-activities/>

A contract is created between Client and Model once a booking is confirmed with the Agency whether written, written and partly oral or wholly oral as stated in the ATO's "Superannuation Guarantee Ruling SGR 2005/2" (point 38).

The Client is responsible for the payment of Superannuation Guarantee Contributions for the Model at the legislated rates.

By making a booking through Primary Management Pty Ltd you acknowledge that you have read these terms and conditions and that you accept these terms and conditions.

## **Workers Compensation Insurance:**

It is the responsibility of the Client to ensure that they have adequate levels of Workers Compensation Insurance to cover all Models used at all locations (including travel to and from a location). The Agency is not required to, nor holds, any such insurance for Models.

## **The Working Day:**

Normal working hours are between 7am and 6pm unless previously negotiated Monday to Saturday. Penalty rates apply outside these hours unless negotiated prior to booking.

## **Hours Booked:**

The total hours that Artist is booked for is the minimum hours that Artist must be paid for. If a job finishes prior to the originally booked time, Artist 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.

### **Editorial:**

Editorial rates apply for Printed Publications unless previously negotiated prior to booking. Rates will vary between \$190 - \$250 and incur an Agency Service fee. Digital online editorial rates will be negotiated case by case.

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

### **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. *The Agency does not charge half hours.*

### **Fittings:**

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

### **Sleepwear and Underwear:**

Sleepwear is charged at Time and a Half of the Artist's agreed hourly rate. Underwear is charged at double time of the Artist's normal hourly rate.

### **Travel Rate:**

Travel Time is charged at the Artist's agreed hourly rate. This applies to travel outside a 10km radius of the CBD. Travel Days are charged at half the Artist's negotiated Daily Rate.

### **Provisional Bookings:**

If a provisional booking or option has not been confirmed and a definite booking arises Primary Management reserves the right to take the option of the definite booking.

### **Additions and usage fees:**

All photography is to be used for the purpose for which it was originally intended as per Primary Management Booking Confirmation, by excepting our terms and condition at the time of booking.

It is the Client's responsibility to notify Primary Management 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 The Agency 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 or territory must be immediately notified to and negotiated with Primary Management. Primary Management reserves the right to refuse the release of images for any use, for any reason, including extensions of existing print and television campaigns.

Any image used without written authorisation or prior approval from Primary Management will be deemed unauthorised usage and will be subject to legal proceeding.

**Cancellation Fees:**

If a booking is cancelled less than 24 hrs in advance the full fee is payable.

**Complaints & Billing Discrepancies:**

Any cause for complaint should be reported to Primary Management ASAP.

Any claim or alteration to the negotiated fee should be brought to the attention of the booker/ accounts dept.

Primary Management act on behalf of our artist's and whilst every endeavour is made to provide the best service, we cannot be held responsible for a models conduct on an assignment.

**AGENCY SERVICE FEE**

The Booking Fee (ASF) is a mandatory charge on all bookings made with Primary Management for all models and is not a negotiable fee. The Booking Fee is calculated at 15% -20% of the rate for all jobs (including usage fees).