

GHOST

MANAGEMENT

TERMS AND CONDITIONS

Ghost/Talent/Client Relationship

GHOST MANAGEMENT is engaged by Talent/Models to act as their representative within the industry. There is no employer/employee relationship between GHOST and the Talent/Models. According to the Australian Taxation Office "Pay As You Go" (PAYG) Withholding Guidelines for Performing Artists, Agents, Advertising Agencies, and Advertisers, the 'end-user' (Client) is responsible for PAYG tax deductions from talent/model fees and the payment of superannuation contributions in compliance with current Superannuation Guarantee legislation.

Workers' Compensation and Public Liability Insurances

It is the responsibility of the Client as the 'end-user' of talent/models to ensure adequate coverage for Worker's Compensation and Public Liability insurances that may arise from the engagement of Talent/Model services. GHOST is not obligated to carry such insurances for Talent/Models.

Rates

GHOST will quote all Talent/Model rates separately. A minimum of two hours charged applies to all bookings. Lingerie, bras, panties, slips, pantyhose, and all transparent loungewear and sleepwear bookings require a minimum of two hours on set. Clients must specify the type of lingerie as GHOST must check with the Talent/Model before confirming the lingerie booking. All usage is to be negotiated separately as rates apply to shooting time only.

All gross Talent/Model fees are quoted exclusive of Statutory Superannuation Guarantee Contributions. Superannuation should be factored into the budget as an additional cost on top of any Talent/Model fees quoted by GHOST.

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There will be no extra charge for a shoot finishing within 20 minutes after the booked time. However, an extra full hour will be charged for any work performed by Talent/Models in excess of 20 minutes. GHOST does not charge half or quarter hours.

Tentative Bookings

If the client does not release or confirm tentative bookings 24 hours prior to the start of the booking, GHOST has the right to cancel the booking, allowing other secondary bookings to take place.

Definite Bookings

All bookings are computed on an 8 consecutive hour day (inclusive of lunch break). Before 9:00 am, after 5:30 pm, or after 8 consecutive hours, time and one half will be charged unless other arrangements have been negotiated. Weekend and public holiday rates are to be negotiated separately.

Travel Time

Travel time will be charged at half the hourly rate for all work performed further than 10 km from the Sydney CBD.

Preparation Time

Makeup, hair, dressing, and rehearsal time will be charged at full fee. If model is required to do own hair or makeup prior to booking this will incur a fee.

Cancellation

Within 24 hours prior to the start of the booking, the full fee will be charged. Cancellation of confirmed trips must be made 1 week prior to the booking, else the full fee will be charged up to a maximum of 3 days.

Product Booking

All product bookings are subject to negotiation. No advertising, package, poster, billboard, point of sale, hanging banner, swing-tag, metrolite,

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package inserts, internet, or use of Talent/Model's name may be used without prior approval of GHOST.

Exclusivity

Exclusivity refers to the exclusive use of a Talent/Model's services in association with a particular product brand to the exclusion of competing product brands. Exclusivity fees will be negotiated in these circumstances. It is the client's responsibility to verify at the time of booking whether the Talent/Model has previously performed services for any conflicting product brand.

If the Talent/Model advertises a product, they will be available for future competitor brands unless an exclusivity fee has been negotiated and received.

Usage and Copyright

Talent/Model images always remain the property of Talent/Models, and any unauthorized usage will be an infringement under Australian Copyright legislation. Ownership of Talent/Model images does not transfer to the photographer or the client. Any usage must be agreed to by GHOST and will attract usage charges as negotiated on behalf of Talent/Models by GHOST. Usage rights are limited to the specific rights granted and may not be extended without negotiation. Unauthorized usage may result in legal proceedings if unresolved.

Photographers do not have the right to use Talent/Model images for any purpose other than agreed between GHOST and the Client. These terms and conditions must be communicated to the photographer by the client prior to the commencement of the shoot.

Test photography by photographers must not be used for any commercial purpose, including portfolio use by the photographer; unless written agreement has been given by GHOST on behalf of Talent/Models.

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Client Responsibility

Disclosure of extraordinary conditions or requirements is mandatory. Clients must notify the agency of double, triple, or group bookings and provide adequate dressing facilities on all bookings. Clients must notify GHOST of any discrepancies upon receipt of invoices.

Payment Terms

GHOST will charge a 20% plus GST compulsory service fee on all booking and usage fees. Our terms are strictly Nett 7 days from the invoice date. A finance charge of 3% per month will be charged on all invoices that are in excess of 30 days from the date of invoice. Should any invoices remain outstanding, GHOST reserves the right to turn over the client's account to a third party for collection. Clients will pay a finance charge for late payment of 15% of all outstanding amounts if the account is forwarded to a third party.

Billing Discrepancies

Any discrepancies must be addressed immediately upon receipt of the invoice. Credit claims will not be recognized after 7 days from the invoice date.

Complaints

Any cause for complaint should be reported when it arises. Complaints cannot be considered in retrospect.

Litigation & Jurisdiction

All matters requiring legal determination as a result of this Agreement shall be determined within the appropriate court jurisdiction of Queensland

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GHOST Management Code of Conduct

In reference to underage models for all forms of work – tests, submissions, editorials, fashion shows, videos, films, and television commercials, GHOST Management expects clients to adhere to the following terms:

1. No topless or nude pictures are permitted. We reserve the right to pull our model from the shoot and still charge for services rendered.
2. In shows, models are not permitted to appear on the catwalk wearing “nude” or see-through garments.
3. No pictures, videos, or films depicting these models topless or nude will be permitted to enter the public domain. Any such deed will be in breach of this Agreement and deemed illegal.
4. Underage models should not be offered alcohol or any form of drugs.
5. Young models should not be made to pose with male models in any sexual connotation.

At GHOST Management, we value our working relationships with clients and ask that you adhere to the above Code of Conduct to avoid complications. If you have any doubts, please call us to clarify on a case-by-case basis.