

## **TFC General Terms and Conditions (August 2021 version)**

### **Article 1. Applicability of general terms and conditions**

These general terms and conditions apply to any contract between The Fitting Company (hereinafter referred to as "TFC") and a Client. These conditions take precedence over any general terms and conditions of a Client if the client has general terms and conditions, unless otherwise agreed in writing.

### **Article 2. Options**

2.1 The Model may grant the customer/optant the right of priority to book the Model for a specific date via TFC.

2.2 An option on a Model must be confirmed as a booking no later than 24 hours before the request for a possible booking except in the case of an option after the weekend or any public holidays, in which case the booking must then be confirmed before 10.00 on the last working day prior to the free period (weekend or any public holidays). If this deadline is not adhered to, then the option will lapse automatically without any further notification from TFC. Bookings take precedence over options but only after consultation with the person who placed the first option. The first optant shall decide whether or not he or she still wishes to exercise his/her option and turn it into a booking.

2.3 We have a minimum age of 18 for options/bookings for nude shots.

### **3. Rates**

3.1 The services to be provided by the Model for the client will be determined by TFC and billed based on an hourly rate, half-day rate or day rate.

3.2 All rates and surcharges specified below are exclusive of VAT.

3.3 Unless otherwise agreed in writing with the client, the following provisions apply.

a. Minimum booking time of two hours

b. Half-day rate

A half-day is 4 hours

c. Day rate

A day is 8 hours

A working day is understood to be 8 hours (including a break of at least 30 minutes). Unless otherwise agreed with the client.

d. The hours booked shall be billed, even if the assignment ends earlier than agreed.

e. Overtime will be charged for based on the current applicable standard hourly rate of the Model. Overtime will be rounded off to half-hours.

f. Travel expenses and subsistence

The travel expenses and subsistence of Models for bookings that take place within the Netherlands but outside Amsterdam are to be paid for in full by the client. That also applies to the travel expenses and subsistence of Models who live or reside in the Netherlands and have to travel abroad for bookings. The costs for travelling abroad must be paid by the client in advance.

g. Travel allowance

A travel allowance of 0.19 cents per km will be charged for assignments outside Amsterdam.

## **Article 4. Surcharges**

4.1 Surcharge rates apply in the following cases. These rates will be made known to the client by TFC upon first request. If the Model appears in commercials, shows, film, television or video recordings or is shown on posters, displays (including in shops), bus shelters, billboards, the Internet, placards, bills, stickers, maps, calendars, labels, packaging, window posters, images on trams, buses and generally any use of the material that deviates from the use agreed on between TFC and the client in terms of format or design.

A surcharge or a special rate will be agreed on for work and/or photographs in swimwear, lingerie or underwear.

4.2 If a surcharge is owed for a specific period, the Client must pay the whole surcharge, even if the facility or material is not used for the whole period.

4.3 The surcharge and associated period will start on commencement of use or the publication date respectively provided that this has been communicated in writing at the time of booking. If a start date has not been communicated in advance, the invoice date shall be taken as the start of the period.

## **Article 5. Unauthorised use of material**

5.1 The Client is not entitled to use the material for any purpose other than the purpose agreed on beforehand. This prohibition also applies to any deviating use in terms of format and design. This prohibition also applies to any use that deviates from the contract concluded between TFC and the client in terms of format, design, duration, medium, geographical scope or otherwise.

5.2 If the Client wishes to use the material in any way other than agreed on with TFC, then the Client shall submit a request regarding this to TFC by e-mail and TFC will make a decision regarding this immediately. TFC is entitled to attach additional conditions and rates and/or surcharges to consent regarding any such deviation.

## **Article 6. Force majeure**

6.1. In these general terms and conditions, force majeure is understood to refer to: those circumstances which TFC could not have expected to occur and/or which TFC cannot or was unable to control. These circumstances include, but are not limited to, the following: illness or other personal circumstances affecting the Model, coronavirus-related problems such as mandatory quarantine or travel restrictions, acts of war, fire, the loss of materials to be processed, strikes or work stoppages, unforeseen shortages of raw materials and import or trade restrictions. They also include delays affecting suppliers or other third parties on whom TFC is dependent for the execution of the Contract if and insofar as such circumstances render fulfilment of the Contract impossible or unreasonably difficult.

6.2. If TFC is prevented from executing the Contract due to force majeure, TFC reserves the right to extend the delivery time of the Model by the duration of the force majeure and the duration of any initiation period required.

6.3. If fulfilment of the Contract by TFC is rendered permanently impossible or takes longer than a week due to force majeure, both Parties are entitled to terminate the Contract without being obliged to pay compensation.

## **Article 7. Suspension and termination of the Contract**

7.1. If the Client fails to fulfil his obligations from the Contract and/or these general terms and conditions in good time, properly or at all, TFC shall be entitled to suspend or terminate all or part of the Contract. Any such termination shall be carried out by means of a written or verbal notification to that effect. Except in cases where a period of time for fulfilment has been agreed on, the Client shall be sent a written notification of default, giving reasons, first of all and given a period of time for fulfilment before the Contract is terminated by TFC.

7.2 Furthermore, TFC will be authorised to terminate the Contract if circumstances arise of such a nature that fulfilment of the Contract is rendered impossible and/or if other circumstances arise of such a nature that TFC cannot reasonably be required to leave the Contract unchanged.

### **Article 8. Cancellation costs**

If the Client cancels the Contract – regardless of the reason for doing so – TFC shall be entitled to charge the Client for costs incurred as follows:

- a. No costs: cancellation more than 48 hours before the booking, unless travel expenses and subsistence have been incurred in which case those costs shall be charged for in full;
- b. 50% of the fee agreed on in the contract: cancellation between 48 hours and 24 hours before the booking, unless travel expenses and subsistence have been incurred in which case those costs shall be charged for in full;
- c. 100% of the costs agreed on in the contract in the case of cancellation on the date of the booking or less than 24 hours before the booking.
- d. In the case of multi-day bookings, the notice period shall be the same as the length of the booking. If the notice period is not complied with, then the full (100%) rate agreed on will be owed.

### **Article 9. Payment**

9.1 The Client shall pay the invoices issued within 30 (thirty) days of receipt.

9.2 The term of 30 (thirty) days is a strict deadline. If payment is not made on time, the Client will therefore also be in default without notification of default and the full claim for payment will become due immediately. In addition, default interest shall be owed at a rate of 1.5% per month on the principal sum owed, without further notification of default whereby part of a month shall be regarded as a full month.

### **Article 10. Liability**

10.1 TFC shall not be liable to the client for damage, whatever the cause, unless mandatory law or these mandatory terms and conditions stipulate otherwise and unless there is a case of non-excludable intent or gross negligence. This relates to direct and indirect damage, consequential loss, loss of profit, other trading losses incurred by the Client and damage as a result of the Client's liability towards third parties. In respect of intent or gross negligence, the burden of proof lies with the Client.

10.2 TFC shall not be liable for any damage or loss incurred by the client or third parties that the Model causes during the assignment. Neither shall TFC be liable for any damage incurred by the client if a Model fails to fulfil one or more of his/her obligations in connection with a booking agreement, for example if the Model fails to perform or performs inadequately or if the Model's appearance is different to what the client had expected.

10.3 TFC shall not be liable towards a Model for any failure by a client to fulfil his/her obligations in connection with a booking agreement.

10.4 In any case, any liability in respect of TFC towards the client or a third party is limited to the amount that is paid out under the insurance policy of TFC.

### **Article 11. Approaching Models other than via the website and/or TFC**

11.1 After being put in contact with a Model by TFC, the client is not permitted to approach that Model directly or indirectly or to contract that Model for any new assignments and/or for the financial settlement of an assignment without the approval or prior knowledge of TFC. However if any of the above should

happen, the client shall have to pay TFC a penalty of € 10,000.00 which shall be due immediately. The above also applies to assignments 'resulting' from an assignment.

11.2 The Client explicitly agrees that the Model may also work for other clients provided that the Model does not hereby contravene the provisions in the previous paragraph from these Terms and Conditions.

### **Article 12. Complaints regarding the Model/rejection**

12.1 If a client has a complaint regarding a Model, the parties shall discuss TFC's claim. The Client must submit the complaint to TFC immediately, giving reasons and, if possible, providing proof. The Model should be rejected by the Client or sent away immediately.

12.2 The complaint should be sent to TFC in writing (by e-mail) to the following address:

[info@thefittingcompany.com](mailto:info@thefittingcompany.com)

### **Article 13. Dispute resolution**

The legal relationship between TFC and the Client shall be governed by Dutch law. Any dispute arising between the parties shall be settled by the competent court in Amsterdam.