MODELING MODES

TERMS & CONDITIONS

These Terms & Conditions ('Terms') set out how Modeling Modes works with everyone involved in our modeling and talent activities — talent/models, parents or guardians of minor talent, and clients who book talent through us. By registering with Modeling Modes, submitting an application, or engaging our services in any way, you confirm that you have read, understood, and agree to follow these Terms.

1. Who These Terms Apply To

These Terms apply to three groups, and each section below is relevant depending on your role with Modeling Modes:

- **Talent/Models** — individuals registered or applying to be represented or booked through Modeling Modes.
- **Parents/Guardians** — parents or legal guardians of talent who are minors, who must read, accept, and ensure compliance with these Terms on the minor's behalf.
- **Clients** — brands, agencies, photographers, or individuals booking talent through Modeling Modes for a project, shoot, campaign, or event.

2. Registration & Eligibility

- All information submitted during registration (age, measurements, contact details, photographs, and portfolio material) must be accurate and kept up to date.
- Modeling Modes reserves the right to accept, decline, suspend, or remove any registration at its discretion, including where information provided is found to be false or misleading.
- Registration requires a one-time registration fee. Once this fee is paid, there are no additional charges or hidden fees for joining the talent pool.

3. Responsibilities of Parents & Guardians (Minor Talent)

Where the talent is a minor, the parent or legal guardian is responsible for the minor's participation and must ensure the following are followed at all times:

- A parent or guardian must accompany the minor to all shoots, castings, fittings, and bookings unless Modeling Modes has given written permission otherwise.
- The parent/guardian confirms they have full legal authority to register the minor and to consent to the use of the minor's images, videos, and likeness for portfolio, marketing, and booking purposes as described in these Terms.
- Parents/guardians must ensure the minor's punctuality, appropriate conduct, and preparedness (grooming, required documents, comfortable clothing where relevant) for every scheduled activity.
- Any changes to the minor's health, availability, schooling commitments, or contact details must be communicated to Modeling Modes promptly.
- Parents/guardians agree to communicate respectfully and professionally with Modeling Modes staff, clients, and other talent/families at all times.
- Modeling Modes will make reasonable efforts to ensure a safe, supervised environment during shoots and bookings arranged through us; parents/guardians remain responsible for the minor outside of the actual shoot/booking window.

4. Talent Conduct & Obligations

- Talent must adhere to a professional code of conduct at all times, including punctuality, appropriate behaviour on set, and compliance with industry standards and regulations.
- Talent must notify Modeling Modes as early as possible of any inability to attend a confirmed booking.
- Talent must follow reasonable on-set instructions from photographers, clients, and Modeling Modes representatives, and maintain professional conduct throughout.
- Talent must not engage directly with a client to bypass Modeling Modes for a booking that originated through the agency, without Modeling Modes' knowledge and consent.
- Repeated no-shows, lateness, unprofessional conduct, or misrepresentation of information may result in suspension or removal from the talent pool.

5. Use of Images, Video & Portfolio Material

- Modeling Modes retains the right to use the talent's images for promotional purposes, including portfolios, advertising campaigns, and online promotion, with proper attribution to the talent.
- Specific usage rights for a client project (commercial usage, duration, territory) will be communicated at the time of that booking and are separate from Modeling Modes' general promotional use described above.
- Talent and parents/guardians may raise questions about a specific use of their images by writing to info@modelingmodes.com.

6. Terms for Clients

- Clients booking talent through Modeling Modes agree to treat all talent, including minors and their accompanying parent/guardian, with respect and to provide a safe working environment.
- Booking details — date, time, location, usage rights, and compensation — must be confirmed in writing (email or messaging) with Modeling Modes before the shoot/booking date.
- Cancellations by a client with less than the agreed notice period may still incur the applicable booking or cancellation fee, as communicated at the time of booking.
- Any use of talent images/video beyond what was agreed at booking requires prior written consent from Modeling Modes and, where the talent is a minor, the parent/guardian.
- Payment terms will be confirmed per booking; Modeling Modes reserves the right to withhold delivery of final material until payment is received in full.

7. Fees, Commission & Cancellations

- **Registration fee:** Talent are required to pay a one-time registration fee upon joining Modeling Modes. Once this fee is paid, there are no additional charges or hidden fees — the registration process is transparent and straightforward.
- **Commission on payment:** Modeling Modes charges a commission of 15% on the total payment received by the talent when a brand or client pays for a booking. This commission covers the agency's services, including negotiations, bookings, and administrative support, and ensures a fair compensation structure in line with industry standards.
- The registration fee is non-refundable once paid, except where Modeling Modes is unable to provide the agreed service due to its own error.
- Bookings cancelled by talent/parents with insufficient notice may affect future booking priority.

8. Communication & Code of Conduct

- All parties — talent, parents/guardians, and clients — agree to communicate through official Modeling Modes channels (info@modelingmodes.com or @modeling_modes) for anything related to bookings, disputes, or

agency matters.

- Harassment, discrimination, or abusive behaviour towards Modeling Modes staff, other talent, families, or clients will not be tolerated and may result in immediate removal from the talent pool or termination of a client relationship.

9. Limitation of Responsibility

- Modeling Modes acts as a facilitator connecting talent with clients and opportunities; it is not responsible for the independent acts, decisions, or conduct of clients, photographers, or third parties during a booking.
- Modeling Modes is not responsible for loss, injury, or damage arising from circumstances outside its reasonable control (travel, weather, third-party venues, force majeure).
- Parents/guardians remain responsible for the wellbeing of their minor outside the specific supervised activity arranged by Modeling Modes.

10. Changes to These Terms & Termination

- Modeling Modes may update these Terms from time to time; continued registration or engagement after an update means these updated Terms are accepted.
- Modeling Modes may end its relationship with any talent, parent/guardian, or client at its discretion, particularly in cases of a breach of these Terms.
- Talent or parents/guardians may withdraw from Modeling Modes' talent pool at any time by written notice to info@modelingmodes.com.

Acknowledgement: These Terms are shared with talent, parents/guardians, and clients so that everyone engaging with Modeling Modes understands what is expected of them. Continuing to register, participate in, or book through Modeling Modes confirms that you have read and agree to follow these Terms.

Talent / Parent-Guardian Name: _____

Signature: _____

Date: _____