PODIUMKID

TERMS & CONDITIONS

These Terms & Conditions (“Terms”) set out how PodiumKid works with everyone involved in our kids modeling and talent activities — minor talent, their parents or legal guardians, and clients who book talent through us. By registering with PodiumKid, 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 PodiumKid:

- **Minor Talent** — children and young talent registered or applying to be represented or booked through PodiumKid.
- **Parents/Guardians** — parents or legal guardians of minor talent, who must read, accept, and ensure compliance with these Terms on the minor's behalf.
- **Clients** — brands, agencies, photographers, or individuals booking talent through PodiumKid 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.
- PodiumKid 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.
- All minor talent must be registered by a parent or legal guardian; PodiumKid does not register minors directly.
- If PodiumKid fails to provide at least 2 (two) opportunities to the registered talent within 200 days of registration, the Parent/Guardian shall have the option to request a refund of the registration fee paid, subject to PodiumKid's applicable refund process.

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 PodiumKid 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 PodiumKid promptly.

- Parents/guardians agree to communicate respectfully and professionally with PodiumKid staff, clients, and other talent/families at all times.
- PodiumKid 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 PodiumKid as early as possible of any inability to attend a confirmed booking.
- Talent must follow reasonable on-set instructions from photographers, clients, and PodiumKid representatives, and maintain professional conduct throughout.
- Talent must not engage directly with a client to bypass PodiumKid for a booking that originated through the agency, without PodiumKid's 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

- PodiumKid retains the right to use talent images for promotional purposes, including portfolio building, marketing, advertising campaigns, and social media, subject to the Parent/Guardian's consent.
- Specific usage rights for a client booking (duration, territory, media) will be communicated at the time of that booking and are separate to the general promotional use described above.
- Talent and parents/guardians may raise questions about a specific use of their images by writing to info@podiumkid.com.
- PodiumKid shall not knowingly use a minor's materials in unlawful or sexually exploitative content.

6. Terms for Clients

- Clients booking talent through PodiumKid agree to treat all talent, including minors and their accompanying parent/guardian, with professionalism and respect.
- Clients must provide accurate briefs, safe working conditions, and reasonable working hours appropriate to the talent's age.
- Bookings are subject to PodiumKid's applicable fees and commission structure, which will be confirmed before the engagement is finalized.
- Clients shall not contact or engage registered talent directly to circumvent PodiumKid for an opportunity that originated through the agency.

7. Fees & Commission

- PodiumKid is entitled to its agreed commission on gross professional compensation received by talent from any opportunity introduced, sourced, negotiated, arranged, or facilitated by PodiumKid.
- Registration, administrative, or service fees (where applicable) will be communicated separately before they become payable.

- Fees for services already performed or costs already incurred are non-refundable unless expressly agreed otherwise in writing, except where the refund condition under Section 2 (Registration & Eligibility) applies.
- Payment of any fee does not guarantee selection, employment, sponsorship, income, or placement.

8. Bookings, Cancellations & Rescheduling

Confirmed bookings should be honored by all parties. Where a parent/guardian or talent cancels a confirmed booking without reasonable cause, they may be responsible for legitimate third-party costs attributable to the cancellation. PodiumKid will make reasonable efforts to notify families promptly of any changes, cancellations, or rescheduling requested by a client.

9. International Opportunities & Travel

Where an opportunity involves travel outside the talent's home country, the parent/guardian is responsible for ensuring valid passports, visas, parental consent documents, and other required documentation are in place. PodiumKid does not guarantee visa approval, immigration clearance, or entry into any country, and acts only as a coordinator for travel arrangements it assists with.

10. Confidentiality

Parents/guardians and clients agree to keep confidential any negotiated commercial terms, casting information, and other non-public business information shared by PodiumKid, except where disclosure is required by law or necessary to protect the minor.

11. Termination

Either party may end the registration/representation relationship with written notice as set out in the applicable representation agreement. Termination does not eliminate commission already earned, payment obligations already accrued, or confidentiality obligations.

12. Limitation of Liability

PodiumKid is not responsible for the independent acts or omissions of clients, brands, photographers, or other third parties introduced to talent, except to the extent liability cannot lawfully be excluded. PodiumKid does not guarantee any specific booking, income, or outcome from registration.

13. Changes to These Terms

PodiumKid may update these Terms from time to time. Continued registration or use of PodiumKid's services after an update constitutes acceptance of the revised Terms.

14. Contact

Questions about these Terms can be sent to info@podiumkid.com.