

General terms and conditions

These new general terms and conditions replace and cancel the previous ones.

1. Conditions of application

By placing an order with us, the client accepts our terms and conditions and thereby waives his own.

2. Mandate

The agency acts as the model's agent and is charged with the task of conducting negotiations, for the model's account and in the model's name, with all clients and concluding contracts for photo shoots or for concessions for the exercise of the right of reproduction. All this is carried out in accordance with professional practice and the customary rates. The client's payments are legally valid only if made to the agency. Fees for the model's services are invoiced by the agency in its capacity of independent agent, in the name of and for the account of the model, in accordance with invoicing authorisation which the model grants the agency under contract. Payments by the client are legally valid only if made to the agency and release the client from his payment obligation vis-à-vis the model.

3. Independence and liability

The models are not bound by an employment contract and supply their services neither under the authority of the agency nor under that of the client. The agency can in no case be held liable for mistakes made by the model or by persons who supply their services to the agency. The same applies if a service cannot, outside the agency's control, be provided on the date agreed or in the manner agreed. The agency cannot be held liable if a service is cancelled or suspended pursuant to the provisions of the Child Labour Act. The client and the parents will not have any right or recourse vis-à-vis the agency, either with regard to the damage suffered or in respect of legal proceedings instituted because of failure to comply with the Child Labour Act. The client expressly declares that he has taken cognisance of the above Act and that he assumes full responsibility arising from it.

4. Booking

- A booking may be invoked against the agency only if the agency has received back the confirmation of the assignment it has sent to the client, duly signed by the client, preceded by the words "signed for agreement", not less than 24 hours prior to the photo shoot.
- Any option that has not been confirmed at least 48 hours prior to the start of the photo shoot will be considered cancelled.
- No cancellation costs will be due if the client cancels the booking at the latest more than two (2) working days before the date of the photo shoot. If the client fails to do so, the agency will charge 50% of the amount agreed.
- No cancellation on grounds of bad weather will be accepted in respect of a model who comes from abroad, a top model or a model booked through a foreign agency.
- Saturdays, Sundays and Belgian public holidays are not taken into account in determining cancellation periods.

5. Complaints

- Any complaint about a model must be reported to the agency during the first hour of the service by email or, failing this, by phone, submitting relevant photographs to substantiate the complaint.
- A client who books a model through a foreign agency or who avails himself of the services of a top model does so at his own risk, without any remedy against the agency.
- The agency's invoices are deemed to have been definitively accepted if no objection has been submitted by registered letter within 10 (ten) days of the invoice.

6. Exclusivity

- If the use of an image means that all possible use for or by another company is excluded, a special price shall be agreed with the agency. This special clause must be laid down in a separate and express agreement with the agency.
- When booking, the client shall ascertain whether the image of the model has previously been used for or by another company, so as to preclude any possible conflict.

7. Non-compliance

If the client fails to comply with his obligations arising from the assignment, the agency or the model will be released ipso jure from their obligations.

8. Fees for services and concession of rights

- Fees for services and any rights of reproduction and use are determined by the agency and may not be less than the rates recommended by the Belgian Association of Model Agencies (BVMA / ABAM) unless the agency expressly derogates from common professional practice in this regard.
- Any concession of the exercise of the right of reproduction must in all cases be interpreted restrictively, in particular as regards the existence and duration of the concession, the user support granted, the scope of use and the beneficiary of the concession. The right of reproduction of the model may not be definitively transferred to the client.
- Before the booking is finalized, the client must transmit the media plan to the agency for the purpose of determining the right. The client must ask the agency for its prior approval of any use of the image on a particular medium.
- Rights to which an invoice relates may be used only by the client named in the invoice.
- If several clients are involved in a particular photo shoot, each client will be charged the full rate right from the first hour.
- Normally, a concession of the use of the right to reproduction on a particular medium is valid for no more than one year. At the end of the one-year period, each concession of reproduction rights will give rise to an invoice whose amount for the second year will be the same as that of the original invoices, increased by 10%, and for subsequent years an invoice equal to the amount of the preceding year, increased by 10%.
- Fixing or reproduction of the image may not be made available to a third party without consent, for instance to an image bank or an internet server.
- All proposals, order forms and invoices must be drawn up in euros.
- If an invoice is drawn up in the name of an intermediary, a production company, a photographer, an advertising agency or another party that is not the end client and if the party concerned fails to pay the invoice in question, the agency will directly contact the end client who uses the visual material of the model, in order to obtain payment. The model's visual material may in no case be used for advertising purposes or be published so long as the invoice remains unpaid. If the visual material is used without the agency's consent before the payment has been made, the end client will be held liable, and the invoice will be put in his name.

9. Unauthorized use

Damages payable are set at 200% of the dues evaded, with a minimum of €125 per photograph.

10. Services provided outside the area where the agency has its registered office

- For services provided in Belgium outside the area where the agency has its registered office, the model will be paid on the basis of a minimum of two hours' work.
- For services outside Belgium, the model will be paid based on a minimum of four hour's (1/2 day's) work.
- Moreover, when a model is hired, the client will also be charged for a meal (for meals) for the model and for the model's accommodation and travel expenses (at a minimum of 0.39 €/km) for the two-way trip between the agency's registered office and the location where the service is provided.
- Days of travel are charged at 50% of the model's daily rate.
- The agency will charge a 50% supplement to the hourly rate for the following: trying on clothes, rehearsals, hairdressing sessions.
- For services in the nude or half-naked, the agency will charge a double rate, with a minimum of half a day.

11. Payment

All invoices are payable at the agency's registered office, in cash, net and without discount.

12. Failure to pay

Any invoice still unpaid on the due date will ipso jure and without notice be increased by 1% conventional interest a month from the date of the invoice until payment has been made. Compensation will without notice of default be due amounting to 15% of the amounts owed, with a minimum of € 90.

13. Belgian law is applicable exclusively, regardless of the model's nationality. Only the Belgian courts are competent to deal with any dispute arising. If the dispute has to be brought before a cantonal court, only the justice of the peace of the fifth legal district of Brussels shall be competent. Pursuant to the Hague Convention with regard to the law applicable to contracts for intermediaries, the legislation chosen by the parties is that of Belgium, even if the services are performed abroad.

14. Artificial Intelligence

a. Prohibition of Use for AI Training

The Client agrees not to use, nor allow any third party to use, photographs, videos, or any other visual media representing the Model to train, develop, or enhance artificial intelligence models, particularly those intended to generate images, videos, or digital avatars.

b. Limitation on Reproduction and Modification Rights

The use of the images is strictly limited to the purposes defined in this contract. Any digital transformation, modification, or adaptation using artificial intelligence technologies (including but not limited to: image generation based on the original, video synthesis, deepfake, or manipulation of features and poses) is prohibited without written consent and a specific financial compensation.

c. Protection of Image Rights and Biometric Data

The Client acknowledges that the Model's image constitutes personal data protected under applicable laws (notably the GDPR in Europe). Any extraction, analysis, or storage of physical characteristics for AI exploitation is prohibited.

d. Sanctions for Non-Compliance

In case of non-compliance with this clause, the Model or their Agency reserves the right to:

- Demand compensation amounting to at least 200% of the original contract fee,
- Initiate legal action for violation of image rights and copyright,
- Demand the immediate removal of any content generated from the original images.