

HRMOTHERHOOD

Terms and Conditions

1. **Agreement and Privacy**

In compliance with Department of Employment guidelines, all bookings with HRMOTHERHOOD require acceptance of a 'Booking Confirmation' alongside the terms outlined here.

2. **Image Usage and Artificial Intelligence**

All image usage must be pre-approved in writing before a model begins work. No images may be significantly altered beyond basic retouching. Use of AI or digital tools to change the child's appearance, voice, clothing, or likeness—including creating avatars or training data—is strictly prohibited.

3. **Rates**

Models are booked on either an hourly or daily basis. For full-day bookings, appropriate meals must be provided for the model and their chaperone.

4. **Overtime**

Additional charges apply for bookings exceeding 5 hours for children under 5, or 7 hours for those aged 5 and up.

5. **Fitting Charges**

Fittings are charged at 50% of the standard hourly rate, with a two-hour minimum.

6. **Travel & Location Work**

For jobs outside the M25, clients must either arrange return transport or reimburse travel costs (40p per mile or full transport fare). Full day rates apply, and travel time

is billed at half the hourly rate. Accommodation, flights, and meals must be covered by the client for such assignments.

7. Additional Usage Fees

- **7a. Negotiation:** Additional usage must be discussed and agreed upon prior to publishing. If usage is extended, a 10% increase per year will be applied.
- **7b. Scope:** Extra fees are charged for any use beyond the original purpose, including adaptations or reproductions.
- **7c. Geography:** Fees also apply if the image is used in additional territories beyond what was originally agreed.

8. Disbursements

- **8a. Photography:** Unless stated otherwise, 65% of the fee goes to the model and 35% to the agency.
- **8b. Film/TV:** For these projects, the standard split is 80% to the model and 20% to the agency. VAT and agreed expenses are added where applicable.

9. Payments

Invoices are due within 30 days. The booking party is responsible for full payment unless otherwise agreed in writing. Usage rights are only granted once payment is complete. Late payments (after 90 days) will incur a 10% interest fee.

10. Exclusivity

If exclusivity is required (e.g. for a specific brand or industry), this must be negotiated. Otherwise, the model is free to work with competing brands.

11. Provisional Bookings

Bookings are only held for 24 hours unless confirmed. If not confirmed, they may be cancelled.

12. Cancellations

If a licensed child is not confirmed, a cancellation fee of £150 + 20% applies. Cancellations made within one working day of the shoot will be charged in full unless the same model is rebooked, in which case 50% is charged.

13. **Weather-related Delays**

For the first weather-related cancellation, 50% of the fee is payable. If the model is not informed and attends the shoot, the full fee is due. Any second cancellation will be charged in full.

14. **Test Work**

Images or videos taken for testing or experimental purposes may not be used commercially unless pre-agreed.

15. **Copyright and Usage Limits**

Images may only be used for the agreed purpose. Clients must ensure that photographers and all involved parties are aware of and agree to these terms before the shoot.

16. **Insurance**

- **16a. Client Responsibility:** Clients must ensure the model's safety and provide proper insurance during the booking and related travel.
- **16b. Agency Limitation:** The agency is not liable for no-shows due to illness or other unforeseen events. Clients are advised to insure against such risks.

17. **Contractual Authority**

All agreements relating to usage or services must be made through HRMOTHERHOOD. Any verbal or written agreement with the model or their guardian is not valid unless confirmed in writing by the agency.

- **17b. Legal Jurisdiction:** All bookings are governed by English law, and any disputes will be settled accordingly.

18. **Complaints**

Concerns should be reported immediately during the assignment. Complaints raised retrospectively may not be considered.

19. **Licensing Requirements**

Clients are legally obligated to obtain a child performance licence for all minors involved in shoots, including babies. Processing times vary between 7–21 days, depending on local council policies. The agency can provide guidance and forms.

20. Child Safety and Regulations

Clients must ensure compliance with all child protection regulations, including adequate insurance, risk assessments, and safeguarding policies.

Note: These terms override any conflicting terms received from the client. Images may not be used until all agreed fees are fully paid. While we aim to provide a professional and reliable service, we cannot guarantee the conduct of individual models. The agency retains the right to negotiate within the framework of these terms.