

General Terms and Conditions / Terms of Contract

Nina Klein Hair – Makeup + Styling

1. General Provisions

1.1.

Nina Klein Agency (hereinafter referred to as “Agency”) acts as a broker for signing contracts with makeup artists, hairstylists and stylists (referred to as “Artist”) in connection with film and photo productions, events and other functions (Work). The following terms and conditions govern the relationship between the Agency, the Client and the brokered Artist. Statements by the Agency are made on behalf of and for the account of the Artists, who are the sole contracting parties of the Client. The Client agrees to these conditions for the particular job as well as for all additional and future business with the Artist.

1.2.

The Agency shall not be held liable for claims arising from the contractual relationship between the Client and the Artist or which exist due to statutory regulations pertaining to an Artist.

2. General Booking Policy

The Client shall be defined as the one who books an Artist through the Agency, unless otherwise agreed upon in writing. The Client is solely responsible for the smooth and orderly conduct of the booking and payment thereof. The Agency issues statements to the Client in the name of and on behalf of the Artist.

A contract between the Client and the Artist is brokered by the Agency and comes into effect directly between the Client and the Artist; the Agency does not act here as a contracting party.

The Client is obligated to respect and protect the Artist’s privacy. The Client is not permitted to store personal data, addresses or phone numbers of the Artist in any form or disclose this information to third parties. Any contact and negotiations between the Artist and Client shall occur only through the Agency.

The Artist can be booked or optioned for half days (four hours) or full days (eight hours). Accordingly, day or half-day rates shall be arranged at all times. Flat rate fees require expressed written permission.

Unless otherwise agreed, working hours for a day booking are from 9 am to 6 pm and include a one-hour lunch break.

The working time begins when the Artist arrives at the designated place of work and time agreed upon with the Client. Overtime is paid by the hour at rate equivalent to 10% of the agreed day rate / half-day rate. If the working time is exceeded by up to 60 minutes this will not be charged as a gesture of goodwill.

If additional production days are added beyond the overtime or the job is postponed or repeated due to reasons not attributable to the Artist (subsequent new requests, bad weather, no-show photo models, baggage loss, products not delivered on time, etc.) the Artist shall be paid an additional fee for further services in the amount of 30% of the agreed day rate per day.

Booking Terms

2.1. Options

Options are reservations that are subject to a binding date. An option lapses if a confirmed booking is not made no later than three workdays (by 5 pm) before the start of work or within one workday after being requested to do so by the Agency. The option lapses immediately if a third party is able to confirm a booking and the optional date, even after further inquiry by the Client with whom the option has been agreed, does not result in a confirmed booking. Options are noted down after booking. If the first option is not available, the Client shall be informed of his option's rank. If an option should lapse, subsequent options shall move up in rank.

2.2. Confirmed Bookings

Confirmed bookings shall be considered binding for the Artist and the Client. At the Client's request, the Agency must promptly confirm these in writing, specifying essential details.

In the event of a confirmed booking, the Artist is due the full amount of the agreed fee if the job does not take place or differs in scope from the agreed terms due to reasons not attributable to the Artist.

2.3. Weather-dependent Bookings

For weather-dependent bookings expressly denoted as such, i.e. bookings where the Artist and the Client agreement stipulates that the job can only take place under fair weather conditions, the Client may cancel the job up to 24 hours in advance of the agreed date in the event of poor weather forecasts. The Artist shall receive a cancellation fee of 25% of the agreed day fee upon timely cancellation.

3. Cancellation / Withdrawal

3.1.

In general, a confirmed booking can only be cancelled for good cause. Good cause for cancellation shall also include conditions that make the execution of a confirmed booking not financially viable. The Agency is to be notified immediately of the cancellation in writing. In the event the Client cancels the job without good cause or he fails to complete a contracted job, through reasons not attributable to the Artist, the Artist shall receive the agreed fee as well as 100% of all already incurred costs, third party and incidental expenses.

3.2.

The cancellation must be made as many workdays before the start of work as the number of workdays and travel days that have been booked.

3.3.

If the job is cancelled after the specified period has lapsed, the Client shall pay the Agency a cancellation fee in the amount of 50% of the agreed total fee.

3.4.

Should the Artist cancel, the Agency will do its best to find an adequate replacement for the Client. If the cancellation on the part of the Artist is due to illness, accident or other reasons beyond his control, neither the Artist nor the Agency shall be liable for any additional costs or other damages arising on the part of the Client.

4. Fee / Terms of Payment

If traveling is necessary the day before the job is to take place and/or a trip to and from the production location is longer than 4 hours or the production location is outside the Federal Republic of Germany, a travel day shall be calculated according to the amount of time expended and based on the agreed day rate. For confirmed bookings, the Client shall cover associated third-party and incidental expenses (e.g. travel and accommodation costs, expenses and material costs, props and styling costs) and pay the amount in full to the Artist in advance, upon submission of receipts. Otherwise, the Artist is not obligated to perform the agreed upon activity for the Client. In the event the Client expands the job scope, the Artist may invoice the Client additionally for accrued third-party and incidental expenses for services rendered.

5. Conditions of Payment

Invoices comprising Artist fees, third-party and incidental expenses and the Agency's commission shall be stated and paid in Euros.

Sales tax (VAT) shall be paid for all fees and other incidental expenses listed on the invoices in the amounts stipulated by law. The invoice amount is due immediately upon receipt of the invoice. If the Agency handles the invoicing (if requested to do so by the Client) between the Client and the Artist, the Agency shall pay the Artist via bank transfer as soon as the Client deposits the fee in the Agency's account. Discounts will not be granted. The Artist's social security contribution, regardless of whether it is listed separately in the invoice, shall be paid by the Client and is not included in the fee.

All forms of insurance are the responsibility of the Client or the Artist. The Agency acts as an intermediary between the Client and the Artist and assumes no liability as such. The obligation to pay taxes, insurance premiums, and social security contributions is the responsibility of the Artist.

6. Complaints / Liability

Accident / Illness / Artist No-shows / Subpar Performance

Neither the Agency nor the Artist is liable for Artist no-shows or delays due to force majeure. If an Artist is prevented from rendering his services due to illness or accident, the Artist must immediately inform the Agency. The appropriate proof of illness or accident must be provided to the Client and the Agency in writing. If the Artist fails to notify the Agency or is unable to prove his absence, the Artist must pay for damages. The Agency reserves the right to replace the cancelled Artist with another, equivalent Artist.

The Client shall immediately inform the Agency of complaints regarding the Artist's work and explain the reasons for the complaint. The complaint shall be made during the course of the current job, otherwise the work will be deemed accepted and approved.

In the event of culpable delay by the Artist, the Artist is obligated to work longer. If this is not possible due to special circumstances or only partially possible, the Artist shall lose his proportionate claim to a day fee based on the overtime rate.

Further claims are governed by general law. The liability of the Artist and his Agency for all other legal reasons is limited to twice the total fee, except in cases of intent.

7. Use and Reproduction Rights

The Artist is the exclusive owner of all property, copyright and other proprietary rights to the work samples sent to and given to him in the form of portfolios,

photographs, analogue and digital media or drawings etc. These work samples of the Artist may not be reproduced and/or made available to third parties without prior authorization. They shall be returned to the Artist in accordance with the terms of contract. The Client is not entitled to any potential right of retention of the work samples of the Artist.

Unless expressly agreed otherwise, the Client is granted exclusive rights to use the images with payment of the agreed upon Artist's fee. Unless otherwise stated, the Artist grants the Client the right to use his work only for the purpose stipulated in the contract. A full or partial transfer of simple or exclusive rights by the Client to third parties requires the prior consent of the Artist and shall be, if applicable, remunerated. Until full payment of the fee in accordance with the specific contract is received, all rights to be granted to the Client remain with the Artist. This applies to the receipt of bills of exchange/checks, until final crediting has taken place. Before full payment of the agreed fee, use of the images by the Client is prohibited.

Checking on or obtaining copyright licensing agreements for the use of props does not fall within the responsibility or task of the Artist.

The Client does not acquire ownership of the materials and props provided, unless otherwise agreed in writing.

The Artist has the right to be named as author when his work is used. Moreover, in addition to the Artist, the Agency representing him is also to be mentioned in connection with the work. The Client shall ensure this in any contracts made with third parties.

8. Limitation of Claims

Contractual claims by the Client against the Artist expire within one year after the statutory limitation period. This does not affect claims for damages arising from injury to life, body or health, and claims for damages based on gross negligence or willful misconduct. The Artist is entitled to have photographs, films, analog or digital media or prints and copies thereof, which have been produced through his activities, for self-promotional use. In particular, this also means publishing in the form of a mailing or on the Internet or presentation as a work sample.

9. Miscellaneous / Severability Clause

The parties to this provision shall be governed exclusively by German law. The place of performance for and jurisdiction is, to the extent legally permissible, the place of business of the Artist. Subsidiary agreements or arrangement deviating from these conditions must be in writing. If any provision of this contract is

invalid, this shall not affect the validity of the remaining provisions of the contract as such. Instead of the invalid provision, the provision that comes as close as possible to the intended purpose shall apply. The same applies to the filling of gaps in the contract.