

# Montero Models – General booking terms

## 1. General

The following terms are in addition to the individual agreements concluded between Montero Models (*hereinafter: "Agency"*), and the persons or businesses booking Models via the Agency (*hereinafter: "Customer"*) and are to regulate the legal relationship, unless expressly agreed otherwise in writing in individual cases. Customers' general terms and conditions expressly do not apply.

## 2. Basic principle of a booking

**a)** All Models, who can be booked via this Agency have authorized the Agency to provide the Customer with declarations and to confirm or reject bookings accordingly. Communication generally only takes place between Agency and Customer and between Agency and the Model.

**b)** The Models have given the Agency a general power of attorney to receive funds so that Customer's payments must be made directly to Agency.

**c)** For a time period of 18 months after the last booking a model, when commissioning follow-up orders, Customer is not entitled to engage the Model without using Agency or to request this. If a Customer nonetheless employs a model listed with Agency directly, Customer shall still be responsible for paying the commission.

**d)** Customer shall provide the hairstyling, make-up and clothes of the model – to the extent that this is not agreed differently in the contract.

**e)** Details relating to the models booked by Customer, the type of booking, the location (place of performance) and the time (time of performance) of the booking as well as the costs due for the booking in individual cases are set out in individual contracts.

**f)** At the latest at the time of publishing the pictures, Customer shall send Agency two copies of the photographs intended for publication or the corresponding digital picture files. Customer agrees that Agency and the model in question may use the photographs for their own advertising, showreels, photo portfolios or on the Internet.

## 3. Booking fee and payment

**a)** Unless expressly stated otherwise, Model's fee is always shown as a day rate. All bookings dealing with the usual types of orders (e.g. fashion pictures for magazines) are charged at day rates. Apart from the usual bookings, models can also be booked for special projects (e.g. consumer goods advertising, commercials, catwalk appearances, underwear, nude etc.). To the extent that the Customer's booking request relates to a special case, the Customer is made aware of this and will be informed of a special fee, which might vary from the usual day rate.

**b)** The model fee for half-day bookings is 60 % of the day rate. Bookings for half a working day are generally only possible with models travelling from within the same town. To the extent that this has not been agreed otherwise, bookings for models are always for full working days. The model's travel to and from the location is part of the working hours. The Customer is not charged for the first hour of travel.

**c)** Customer will be charged for the booked service based on the performance date. Customer shall pay the invoice within two weeks of the invoice date.

#### **4. Agreed working hours**

**a)** Unless expressly agreed otherwise in the individual agreement, the working hours are 8 hours for a full-day booking and 4 hours for a half-day booking. Unless agreed otherwise, the usual working hours for a day booking cover a period from 9am to 6pm including a lunch break of 1 hour.

**b)** The usual preparations of travel to and from the location, make-up and hairstyling as well as dress rehearsals are part of the working hours. To the extent that, for deadline reasons, Customer would like Model to arrive the day before the services are provided, Customer – unless agreed otherwise – will be charged for an additional half-day rate for the model's early arrival.

**c)** Overtime is charged at 15 % of the agreed day rate for each commenced hour.

#### **5. Travel costs**

**a)** Unless agreed otherwise, Customer shall reimburse Agency for the proven travel costs of the booked Model. For travel to and from the location, the costs of a train journey (ICE, 2nd class) or of a flight are charged, to the extent that the latter does not exceed the costs of a journey by train. Customer shall reimburse for the costs of a taxi or public transport for transport from the train station/airport to the place of performance (up to max. EUR 50.00 for both directions).

**b)** In the case of overnight stays (booking for more than one working day; arrival before date of performance), Customer shall pay for the hotel costs (up to 4 star status).

#### **6. Cancellations**

**a)** If, for important reasons, Customer is prevented from carrying out a booking shown in the order in accordance with the order, it is possible to cancel the booking immediately. Agency must be informed of this cancellation as soon as the obstacle becomes apparent, first by phone and then also in writing (email or fax suffices). Any payments already made by Agency, which cannot be cancelled free of charge (travel costs etc.), must be reimbursed by Customer.

**b)** If Customer's cancellation takes place at least five working days before the booked date of performance, Customer shall pay 10% of the agreed day rate to Agency for each booked Model.

**c)** If Customer's written cancellation takes place three to five days before the agreed date of performance, Customer shall pay Agency 40% of the agreed day rate per Model.

**d)** If the order is cancelled less than 3 days before the agreed date of performance, Customer shall pay 70% of the agreed day rate to Agency for each model.

**e)** The order can no longer be cancelled at a later time. The agreed day rate for each model becomes due as agreed.

**f)** If the booked performance becomes impossible due to a reason relating to Model (illness etc.), Agency shall inform Customer of this immediately and use their best endeavours to find an adequate replacement for Customer. The Customer is not entitled to demand reimbursement from Agency of the costs incurred due to the personal absence of Model.

## **7. Complaints**

**a)** In the case of founded complaints regarding the booked Model, Customer shall inform Agency immediately and provide reasons for the complaint. The reasons provided must be documented. The Customer may then release Model from his/her duties. In the case of justified complaints, for which Customer has provided evidence, any duty to pay for booked Model shall cease to apply, including travel costs.

**b)** If the start of the work is missed due to a delay on the part of Model, which is the Model's responsibility, Customer may move the missed working hours to the end of the actual agreed booking hours. If this is not, or only partially, possible due to special circumstances, the day rate payable by Customer shall be reduced according to the overtime fee provisions set out in 4 lit.c) of these terms.

**c)** Customer shall inform Agency of any details regarding the process of the order (special props, special location). If any special details were not agreed with Agency nor included in the individual agreement, and if, on the performance date, Model is not willing to perform the services, of which he/she was not previously aware (e.g. fear of heights, fear of or allergy against particular animals), Model shall be entitled to refuse performance. In such a case, Customer shall be obliged to pay the cancellation fee of 70% of the agreed overall fee to Agency.

**d)** If Customer wishes to take unusual pictures of Model, which would mean that Model would be subject to special risks either due to the location (heights etc.) or due to special props (e.g. dangerous animals), Customer shall take out the relevant insurance. Details relating to this insurance shall be set out in the relevant individual agreements.

## **8. Liability**

**a)** Agency shall be liable for damages resulting from intent and gross negligence in accordance with the legal provisions. Agency shall only be liable for damages caused by simple negligence if a breach against material contract duties (so-called cardinal obligations) applies. Compensation claims for the violation of material contractual duties shall be limited to foreseeable damages and does not comprise consequential damages (e.g. lost profits). This does not apply to damages to individuals (damages due to loss of life, bodily injuries or damages to health). In such a case, Agency's liability even for simple negligence would be unlimited.

**b)** The terms of the section above comprise both compensation in addition to and instead of performance, irrespective of the legal reason, particularly due to defects, breaches of duties resulting from the contractual obligation or illegal actions. It also applies to claims relating to compensation for wasted expenditure.

**c)** Agency shall not be liable for damages caused by Acts of God or due to unforeseeable, temporary circumstances, which are not Agency's responsibility, particularly due to the proven illness of the Model booked by Customer, regulatory actions, communication network downtime and strikes or lock-outs.

**d)** These liability rules also apply to the personal liability of Agency's legal representatives, employees and vicarious agents.

## **9. Rights of use**

**a)** Unless expressly agreed otherwise in the individual contracts and in writing, Model shall exclusively be booked to produce photographs for magazines and newspapers. As soon as the fee agreed in the individual contract has been paid in full, Agency shall transfer to Customer all rights required for publication in print media (newspapers and magazines) world wide for one year starting with the publication, but at the latest two months after the date of performance.

**b)** Any use exceeding 8 lit.a) requires a special written agreement. This is also the case for moving image recordings and a use outside print media.

## **10. Final provisions**

**a)** Amendments or appendices to these General booking terms must be in writing. This also applies to cancelling the written form requirement.

# Privacy Policy of montero-models.com

This Webpage collects some Personal Data from its Users. By using the Webpage, you are freely authorizing Montero Models to collect data related to your use of the Webpage.

## I Definitions

The “**Webpage**” – all webpages on the domain Montero-models.com

The “**Company**” or “**Montero Models**” – MONTERO MODELS Model - und Künstleragentur (see section II)

The “**User**” or “**you**” – you who use the Webpage

## II Data Controller and Owner

Name: MONTERO MODELS Model - und Künstleragentur  
(USt-IdNr.: DE 267118019)

Mailing address: Im Blauern Garn 37, 50389 Wesseling

E-mail: m@montero-model.com

## III Types of Data collected

Among the types of Personal Data that this Webpage collects, by itself or through third parties, there are: Cookie, Usage data, Geographic position, First Name, Gender, Date of Birth and Picture.

Other Personal Data collected may be described in other sections of this privacy policy or by dedicated explanation text contextually with the Data collection.

The Personal Data may be freely provided by the User, or collected automatically when using this Webpage.

Any use of Cookies - or of other tracking tools - by this Webpage or by the owners of third party services used by this Webpage, unless stated otherwise, serves to identify Users and remember their preferences, for the sole purpose of providing the service required by the User.

Failure to provide certain Personal Data may make it impossible for this Webpage to provide its services.

Users are responsible for any Personal Data of third parties obtained, published or shared through this Webpage and confirm that they have the third party's consent to provide the Data to the Owner.

## IV Mode and place of processing the Data

### Methods of processing

The Data Controller processes the Data of Users in a proper manner and shall take appropriate security measures to prevent unauthorized access, disclosure, modification, or unauthorized destruction of the Data.

The Data processing is carried out using computers and/or IT enabled tools, following organizational procedures and modes strictly related to the purposes indicated. In addition to the Data Controller, in some cases, the Data may be accessible to certain types of persons in charge, involved with the operation of the site (administration, sales, marketing, legal, system administration) or external parties (such as third party technical service providers, mail carriers, hosting providers, IT companies, communications agencies) appointed, if necessary, as Data Processors by the Owner. The updated list of these parties may be requested from the Data Controller at any time.

### Place

The Data is processed at the Data Controller's operating offices and in any other places where the parties involved with the processing are located. For further information, please contact the Data Controller.

### Retention time

The Data is kept for the time necessary to provide the service requested by the User, or stated by the purposes outlined in this document, and the User can always request that the Data Controller suspend or remove the data.

## **V The use of the collected Data**

The Data concerning the User is collected to allow the Owner to provide its services, as well as for the following purposes: Access to third party services' accounts, Displaying content from external platforms, Location-based interactions, Registration and authentication, Analytics and Social features.

The Personal Data used for each purpose is outlined in the specific sections of this document.

## **VI Detailed information on the processing of Personal Data**

Personal Data is collected for the following purposes and using the following services:

### Access to third party services' accounts

These services allow this Webpage to access Data from your account on a third party service and perform actions with it.

These services are not activated automatically, but require explicit authorization by the User.

### Analytics

The services contained in this section enable the Owner to monitor and analyze web traffic and can be used to keep track of User behavior.

*Analytics collected directly (This Webpage)*

This Webpage uses an internal analytics system that does not involve third parties.

Personal Data collected: Cookie and Usage data.

### Displaying content from external platforms

These services allow you to view content hosted on external platforms directly from the pages of this Webpage and interact with them.

If a service of this kind is installed, it may still collect web traffic data for the pages where the service is installed, even when users do not use it.

#### *Google Maps (Google Inc.)*

Google Maps is a maps visualization service provided by Google Inc. that allows this Webpage to incorporate content of this kind on its pages.

Personal Data collected: Cookie and Usage data.

Place of processing: USA – [Privacy Policy](#)

### Location-based interactions

#### *Geolocation (This Webpage)*

This Webpage may collect, use, and share User location Data in order to provide location-based services.

Most browsers and devices provide tools to opt out from this feature by default. If explicit authorization has been provided, the User's location data may be tracked by this Webpage.

Personal Data collected: Geographic position.

### Registration and authentication

By registering or authenticating, Users allow this Webpage to identify them and give them access to dedicated services.

Depending on what is described below, third parties may provide registration and authentication services.

In this case, this Webpage will be able to access some Data, stored by these third party services, for registration or identification purposes.

### Social features

#### *Public profile (This Webpage)*

Users may have public profiles that other Users can display. In addition to the Personal Data provided, this profile may contain Users' interactions with this Webpage.

Personal Data collected: Date of Birth, First Name, Gender, Geographic position and Picture.

### Push notifications

This Webpage may send push notifications to the User.

## **VII Additional information about Data collection and processing**

### Legal action

The User's Personal Data may be used for legal purposes by the Data Controller, in Court or in the stages leading to possible legal action arising from improper use of this Webpage or the related services.

The User declares to be aware that the Data Controller may be required to reveal personal data upon request of public authorities.

### Additional information about User's Personal Data

In addition to the information contained in this privacy policy, this Webpage may provide the User with additional and contextual information concerning particular services or the collection and processing of Personal Data upon request.

### System Logs and Maintenance

For operation and maintenance purposes, this Webpage and any third party services may collect files that record interaction with this Webpage (System Logs) or use for this purpose other Personal Data (such as IP Address).

### Information not contained in this policy

More details concerning the collection or processing of Personal Data may be requested from the Data Controller at any time. Please see the contact information at the beginning of this document.

### The rights of Users

Users have the right, at any time, to know whether their Personal Data has been stored and can consult the Data Controller to learn about their contents and origin, to verify their accuracy or to ask for them to be supplemented, cancelled, updated or corrected, or for their transformation into anonymous format or to block any data held in violation of the law, as well as to oppose their treatment for any and all legitimate reasons. Requests should be sent to the Data Controller at the contact information set out above.

This Webpage does not support “Do Not Track” requests.

To determine whether any of the third party services it uses honor the “Do Not Track” requests, please read their privacy policies.

#### Changes to this privacy policy

The Data Controller reserves the right to make changes to this privacy policy at any time by giving notice to its Users on this page. It is strongly recommended to check this page often, referring to the date of the last modification listed at the bottom. If a User objects to any of the changes to the Policy, the User must cease using this Webpage and can request that the Data Controller removes the Personal Data. Unless stated otherwise, the then-current privacy policy applies to all Personal Data the Data Controller has about Users.

#### Information about this privacy policy

The Data Controller is responsible for this privacy policy, prepared starting from the modules provided by Iubenda and hosted on Iubenda's servers.

#### Definitions and legal references

##### *Personal Data (or Data)*

Any information regarding a natural person, a legal person, an institution or an association, which is, or can be, identified, even indirectly, by reference to any other information, including a personal identification number.

##### *Usage Data*

Information collected automatically from this Webpage (or third party services employed in this Webpage), which can include: the IP addresses or domain names of the computers utilized by the Users who use this Webpage, the URI addresses (Uniform Resource Identifier), the time of the request, the method utilized to submit the request to the server, the size of the file received in response, the numerical code indicating the status of the server's answer (successful outcome, error, etc.), the country of origin, the features of the browser and the operating system utilized by the User, the various time details per visit (e.g., the time spent on each page within the Webpage) and the details about the path followed within the Webpage with special reference to the sequence of pages visited, and other parameters about the device operating system and/or the User's IT environment.

##### *User*

The individual using this Webpage, which must coincide with or be authorized by the Data Subject, to whom the Personal Data refer.

##### *Data Subject*

The legal or natural person to whom the Personal Data refers.

##### *Data Processor (or Data Supervisor)*

The natural person, legal person, public administration or any other body, association or organization authorized by the Data Controller to process the Personal Data in compliance with this privacy policy.

*Data Controller (or Owner)*

The natural person, legal person, public administration or any other body, association or organization with the right, also jointly with another Data Controller, to make decisions regarding the purposes, and the methods of processing of Personal Data and the means used, including the security measures concerning the operation and use of this Webpage. The

Data Controller, unless otherwise specified, is the Owner of this Webpage.

*This Webpage*

The hardware or software tool by which the Personal Data of the User is collected.

*Cookie*

Small piece of data stored in the User's device.

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*Legal information*

Notice to Users: this privacy statement has been prepared in fulfillment of the obligations under Art. 10 of EC Directive n. 95/46/EC (and EF Directive n. 95/46/EF), and under the provisions of Directive 2002/58/EC, as revised by Directive 2009/136/EC, on the subject of Cookies.

This privacy policy relates solely to this Webpage.