

# TERMS & CONDITIONS OF TALENT BOOKING

The Diversity Agency (D:A) Ltd

Last updated: 7 May 2026

These Terms & Conditions apply to all bookings made through The Diversity Agency (D:A) Ltd, a company incorporated in England and Wales with registered number 10225740, whose registered office is at 71-75 Shelton Street, Covent Garden, London, WC2H 9JQ. By confirming a booking with The Diversity Agency, the client agrees to be bound by these Terms & Conditions in full.

## 1. Confirmation

No job shall commence until the agency receives confirmation of your agreement to the booking details and these Terms & Conditions. A deposit, in the form of full payment, will need to be paid to The Diversity Agency by a new client prior to the booking. A new client is defined as an individual and/or a company who has not previously worked with The Diversity Agency in any capacity. Existing clients will need to adhere to the standard invoicing and payment procedure (please refer to the Invoicing & Payment section of this document).

## 2. Booking Fees

All fees are based on the following and are charged by the full day or by the hour, unless an alternative basis has been agreed in advance:

- a. Full Day = 8 hours, taken between the hours of 9:00 am and 6:00 pm.
- b. Half Day = 4 hours.
- c. Bookings over 6 hours will be charged at a full day rate unless pre-agreed that the shoot will be 10 hours.

Excluding Equity contracts, models' time will be charged at the hourly rate, unless a half-day or full-day booking has been pre-arranged in writing. All fees are to be negotiated with, and made payable to, The Diversity Agency.

## 3. Overtime Rates

Overtime will be charged if the model is still on set outside of the agreed hours. Overtime will be calculated at 150% of the hourly rate of the booking. Work on Sundays and Bank Holidays will be calculated at 200% of the hourly rate of the booking.

## 4. Fitting Fees

If your shoot requires a fitting, this will be charged at half the applicable hourly rate, with a minimum charge of £50.00 per hour.

## 5. Additional Expenses

All and any expenses incurred by the agency on the client's behalf will be charged to the client and will include an uplift charge of 10% of the total charges.

## 6. Image Usage & Licensing

The photographer or client is not entitled to use any of the material until the model signs a release form. All image usage is subject to the following terms:

- a) **Licence Duration:** Unless otherwise agreed in writing at the time of booking, all usage rights are granted for a period of 12 months from the date of first publication or the date of the shoot, whichever is earlier.
- b) **Licence Scope:** The licence covers only the specific media types and territories agreed at the time of booking. Any usage beyond the agreed scope requires a new licence and additional fees.
- c) **Licence Expiry:** Upon expiry of the licence period, all images must be removed from active use (including websites, social media, and digital platforms) within 30 days. Continued use after expiry constitutes a new licence period and will be invoiced at the applicable rate.
- d) **Buyout / Perpetual Licence:** A perpetual licence (buyout) must be agreed and documented in writing prior to the booking. Buyout fees are determined by territory, media type, and usage volume.
- e) **Social Media Usage:** Social media usage fees cover organic (non-paid) posting on the agreed platforms only. Paid promotion, boosted posts, or dark ads using the model's image require a separate digital advertising licence and additional fees, to be negotiated at the time of booking.
- f) **Retouching:** Standard retouching (colour correction, minor blemish removal) is permitted. Any material alteration to a model's body shape, skin tone, or physical features requires the model's prior written consent.

## 7. AI & Digital Likeness

The client acknowledges and agrees to the following regarding artificial intelligence and digital manipulation:

- a) **No AI Training:** No images, video, audio recordings, or any other likeness of the model may be used to train, fine-tune, or develop any artificial intelligence, machine learning model, generative AI system, or similar technology without the express written consent of both the model and the agency.
- b) **No Digital Doubles:** The client may not create, commission, or use any AI-generated, digitally synthesised, or deepfake versions of the model's likeness (including face, body, or voice) for any purpose.
- c) **AI-Assisted Editing:** AI-assisted retouching or editing tools (e.g., background removal, colour grading) are permitted, provided they do not materially alter the model's physical

appearance and comply with the retouching clause in Section 6.

d) **Breach:** Any unauthorised use of the model's likeness in connection with AI or digital synthesis technology will be treated as a material breach of these Terms & Conditions. The agency reserves the right to seek injunctive relief and damages.

## **8. Exclusivity**

Unless an exclusivity clause is agreed in writing at the time of booking and an additional exclusivity fee is paid, the model is free to accept bookings from competing brands or products. Exclusivity terms (including duration, category, and territory) must be specified in writing. The agency reserves the right to decline exclusivity requests that would unreasonably limit a model's earning potential.

## **9. Fashion Shows & Catwalks**

Catwalk/runway bookings give the client the right to use the model's services on the catwalk or specific show, and the right to use photographers and video for reporting purposes only. This includes live-streaming of the show on digital platforms. Any other usage (including campaign imagery, lookbook content, or promotional materials derived from show footage) must be negotiated and licensed separately at the time of booking.

## **10. Health, Safety & Insurance**

The client is responsible for the model's health and safety when the model is travelling or providing services in connection with the booking, to the same extent as if the model were an employee of the client. The client will maintain adequate insurance cover to underwrite its obligation to the model, including but not limited to public liability and employer's liability insurance. The agent is not responsible if the model fails to attend the booking. The client is advised to insure against any losses which might result if the model does not keep a booking because of ill health or some other reason.

## **11. Complaints & Dispute Resolution**

Any cause for complaint must be reported to the agency when it arises. Complaints cannot be considered retrospectively. In such a case, the agency will seek the views (in writing) of both parties involved in the complaint. Whilst every effort is made to provide a satisfactory and professional service, we cannot be held responsible for a model's conduct on the job.

In the event that a complaint cannot be resolved through the agency's internal process, both parties agree to attempt resolution through mediation before commencing any legal proceedings. The cost of mediation shall be shared equally unless otherwise agreed.

## **12. Unauthorised Bookings & Introductory Fees**

If the client employs a model without making that (or a new) booking through the agency, then the agency will charge the client directly an introductory fee of 33% of the model's total earnings during the period worked. This fee will apply regardless of whether the job is for 1 hour, 1 day, 1 week, 1 month, or any number of periods of work. This introductory fee applies for a period of 24 months

following the model's last booking through the agency.

### **13. Cancellations**

If a booking is cancelled within 3 working days of the starting time, the full fee will be charged, unless the same model is re-booked within 24 hours, in which case 50% of the fee will be charged. If a booking is cancelled outside the 3-day period, but within 5 working days of the starting time, 50% of the fee will be charged. If a booking is cancelled outside the 5-day period, 25% of the fee will be charged.

For trips and bookings of longer than 3 days duration, if the booking is cancelled within a period less than or equal to the length of the booking, in working days, the full fee will be charged.

If a booking is cancelled because of illness or some other reason beyond the model or agent's control, neither the agency nor the model will be liable for any cancellation charges or associated costs to the booking.

The agency will be entitled to cancel a booking for any reason prior to the booking date without becoming liable to the client. Neither the agency nor the model shall be liable for any cancellation charges. It is the client's responsibility to take the necessary insurance cover to protect against any such cancellation event and any associated costs to the booking. The agency will take all reasonable steps to provide notice to the client should such an event occur and will offer a substitute wherever possible.

### **14. Force Majeure**

Neither the agency nor the client shall be liable for failure to perform obligations under these Terms & Conditions where such failure results from circumstances beyond the reasonable control of the affected party, including but not limited to: acts of God, pandemic, epidemic, government restrictions, industrial action or transport strikes, severe weather, terrorism, or civil unrest. The affected party shall notify the other party as soon as reasonably practicable and both parties shall use reasonable endeavours to mitigate the impact of any such event.

### **15. Invoicing & Payment**

On all invoices, payment is required within 30 days of the date of the invoice. Unless the client is a new client, in which case, the invoice will need to be paid prior to the booking start date. All invoices will also be subject to 20% VAT unless the client is based outside of the United Kingdom.

In all cases, the person booking the model is the client and will be invoiced and solely responsible for payment unless otherwise agreed at the time of booking. The agency reserves the right to invoice the 'ultimate client' (e.g. designer, manufacturer, or owner of the product). If the client is booking for the ultimate client, both the ultimate client and the client will be jointly and severally liable to settle all fees applicable.

Fees are for the right to one usage of the model's image and are payable whether or not the right is exercised. Without prejudice to any rights or remedies to the agency, all outstanding payments owed to the agency not paid in full on the due date will incur an annual interest rate of 5% above the

Bank of England's base rate, as varies from time to time, and payable both before and after any possible judgment.

## **16. Confidentiality**

The client agrees to keep confidential all fee structures, rate cards, and commercial terms shared by the agency. The model agrees to keep confidential any commercially sensitive information about the client's campaigns, products, or creative direction disclosed during the booking. This obligation survives termination of the booking.

## **17. Data Protection**

The agency processes personal data in accordance with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018. Personal data collected from models and clients (including names, contact details, images, and where provided, ethnicity data for casting purposes) is processed on the basis of legitimate interest and/or contractual necessity.

The agency will not share personal data with third parties except as necessary to fulfil a booking, comply with a legal obligation, or with the data subject's explicit consent. Models and clients have the right to access, rectify, or request deletion of their personal data by contacting the agency in writing.

The client agrees not to use any model personal data obtained through a booking for purposes other than the specific booking for which it was provided, and to delete such data upon completion of the booking unless a longer retention period is agreed in writing.

## **18. Governing Law & Jurisdiction**

These Terms & Conditions shall be governed by and construed in accordance with the laws of England and Wales. Any disputes arising from or in connection with these Terms & Conditions shall be subject to the exclusive jurisdiction of the courts of England and Wales.

## **19. General**

These Terms & Conditions take precedence over any previous Terms & Conditions. The agency reserves the right to change these Terms & Conditions subject to any changes within the industry. If any provision of these Terms & Conditions is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

### **The Diversity Agency (D:A) Ltd**

71-75 Shelton Street  
Covent Garden  
London  
WC2H 9JQ

Email: [bookings@thediversity.agency](mailto:bookings@thediversity.agency)

Phone: +44 (0) 207 190 9612

Web: [www.thediversity.agency](http://www.thediversity.agency)

These Terms & Conditions were last updated on 7 May 2026.