

The Diversity Agency (TDA)

Terms & Conditions of Talent Booking

1. Parties, scope and contract

These business-to-business terms apply to talent bookings arranged by THE DIVERSITY AGENCY LTD, company number 10225740, incorporated in England and Wales, trading as The Diversity Agency (TDA). Its registered office is 71-75 Shelton Street, London, England, WC2H 9JQ. "Talent" means each model, performer, presenter or other individual identified in the booking. "Client" means the legal person named as payer in TDA's written booking confirmation. These terms are not intended for consumer bookings.

TDA contracts for its own agency services and acts as the disclosed booking and collection agent for the named Talent for the Talent's services and permissions, within the authority granted to TDA. The booking confirmation identifies the Talent and any different contracting structure. Nothing grants rights that TDA or the Talent does not own or control.

A booking becomes binding when TDA issues a written confirmation and the Client accepts its terms in writing, including by email. A quotation, casting, option or pencil is not a confirmed booking. TDA may release an unconfirmed option after the response deadline communicated to the Client.

Order of precedence: an expressly agreed written amendment; the booking confirmation; these terms; the rate guide expressly incorporated into the booking. A purchase order, portal or release does not change the contract unless TDA expressly agrees the change in writing. Agreed collective or union-contract provisions take precedence where applicable.

All bookings are plus a 20% client agency fee on Talent time, usage and cancellation charges, as set out in clause 5, and VAT where applicable.

2. Booking information and authority

Before confirmation, the Client must identify its full legal name, billing details, authorised contact, end brand, payer and any intermediary, and provide the brief, Talent, services, dates, location, call length, travel, preparation, budget and intended use. Usage information must identify media, platforms, territories, assets/versions, placements, paid targeting, term and start date; exclusivity requires named competitors or a defined product category.

The person accepting confirms authority to bind the named Client; an employee is not personally the payer merely because they book. A disclosed end client or other third party is liable only if it separately agrees to be a contracting payer or guarantor. The Client remains responsible for payment regardless of whether its customer pays it. Talent cannot agree changes to fees or licensing on set on TDA's behalf.

3. Working time and overtime

A full-day booking is 8 hours. A half-day booking is 4 hours. The only exception is a commercial shoot governed by the Advertising Producers Association (APA) agreement, which is 10 working hours plus a 1-hour meal break, 11 elapsed hours in total; the booking confirmation must identify the booking as APA-governed, otherwise the 8-hour day applies. A production crew schedule does not automatically extend the Talent call. A half day is charged at 70% of the selected full-day fee, rounded up to the next £25. Required preparation, hair, make-up, waiting and breaks within the call count towards booked time.

For a half-day shoot exceeding 4 hours, the charge converts to the full-day fee, with the amount already charged credited; daily overtime starts after the full-day allowance. After conversion, overtime uses the full-day fee divided by the full-day hours. Separately priced event half-days convert to their agreed full-day rate after 4 hours. A runway call covers one show and up to 4 hours including its preparation; extra time is overtime and additional shows require agreement.

The confirmation must state the Talent call time, included hours, meal allowance and overtime trigger. Overtime depends on exceeding the agreed included call, not on passing 18:00 or another clock time. A pre-agreed 16:00-21:00 call attracts no overtime merely because it ends after 18:00; minimum-call or half-day conversion charges still apply. Any applicable dawn/night or weekend premium is separate from this overtime trigger and must be identified in the confirmation. An incorporated performer agreement takes precedence, including its night-call classification and any permitted written exception.

Base hourly rate means the agreed base call fee divided by its booked hours, excluding agency fee, usage and expenses: divide by 8 for a standard day and by 10 working hours for an APA-governed commercial day, where overtime starts after 11 elapsed hours. An incorporated performer agreement may specify a different calculation, premium or increment and takes precedence. Overtime beyond the agreed call is 1.5 times that rate, in started 30-minute increments. All time on Sundays and England & Wales bank holidays is charged at twice the base rate; overtime on those days is twice, not three times, the base hourly rate. Minimum call fees still apply. Client approval of extra time does not require Talent to exceed agreed availability or lawful hours. Client-caused delays do not extend the call free of charge.

4. Fittings, specialist calls and travel

A separate wardrobe fitting is charged at the higher of £70 per hour or 50% of the booking's base hourly rate, with a 1-hour minimum followed by started 30-minute increments. A fitting within an already paid call is included in that call time and is not separately charged.

Technical fit modelling is a distinct service, charged at the agreed hourly fee with a 2-hour minimum. It permits internal garment assessment only. Children, presenting, stunts, dance, intimate work, voice and content-creation bookings require a specific agreed scope and permitted call. No general rate authorises those services.

Travel time outside the call, travel days, overnight stays, recalls, rehearsals and additional shows are chargeable only as specified in the written confirmation or agreed amendment. Travel between locations during the call counts as working time. Ordinary travel to the first location is not automatically working time. Approved fares, safe late-night transport and accommodation are reimbursable under clause 5.

5. Fees, expenses and tax

The Client pays the agreed Talent fees and separately defined usage fees, plus a 20% client agency fee on Talent time, overtime, fittings, rehearsals, usage, exclusivity and cancellation charges unless the confirmation expressly states a different basis. This is distinct from any commission agreed between TDA and Talent. Fees for multiple Talent are itemised per person unless an express package is agreed.

Expenses require written Client approval of the item or budget, except reasonable emergency expenditure necessary to protect Talent's immediate safety. TDA supplies supporting records on request. Agency-arranged expenses are charged at cost plus 10%, with no additional 20% agency fee on that expense or handling charge. Costs paid directly by the Client are not marked up by TDA.

Fees exclude VAT and equivalent taxes, which are added where legally due. Overseas billing does not itself establish an exemption. The Client must supply accurate evidence of its business status, establishment and the service recipient needed to determine tax treatment. Employment status and any legally required holiday pay or payroll treatment are determined for the engagement; this contract does not remove statutory entitlements.

6. Payment and suspension

New Clients must pay 100% of the confirmed booking total in cleared funds before the call. TDA may agree staged prepayment in writing where a variable fee cannot yet be fixed. Approved existing Clients pay within 30 calendar days of invoice. Subsequent agreed additions are invoiced on the stated terms. Prepayments are applied to the booking and refunded to the extent no amount is properly due under these terms.

Payment is not conditional on the Client receiving a purchase-order number, approving final creative work or being paid by another person. The Client must promptly identify any genuine invoice dispute, explain it and pay the undisputed balance on time. A complaint does not automatically cancel a payment obligation.

For qualifying business debts, TDA may claim interest, fixed compensation and reasonable recovery costs to the extent available under the Late Payment of Commercial Debts (Interest) Act 1998 and applicable regulations. This clause does not substitute a lower contractual interest rate or permit double recovery.

After written notice and a reasonable opportunity to remedy overdue payment, TDA may suspend undelivered services or uncommenced permissions to the extent lawful. Any affected confirmed booking must be addressed expressly; a payment dispute does not silently change its dates or fees. Licence commencement is governed by clause 8.

7. 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.

8. Licence grant, start and payment trigger

Time fees pay for services. They do not purchase copyright, perpetual rights, exclusivity or unrestricted use of Talent's likeness. Permission to exploit the recorded performance, image, voice or other likeness is limited to the licence agreed in the confirmation and any required Talent consent. The Client must separately secure the photographer's and other third parties' rights.

No public use is permitted until the scope, start date and fee are agreed in writing, required Talent consent is obtained, and the usage fee and associated agency fee are paid. TDA may expressly approve use on agreed credit terms in writing.

Each licence must state its start and end dates, or an objectively identifiable first-use trigger with an agreed latest launch date. There is no automatic licence running from the shoot date. If duration is omitted, no use is authorised until it is settled in writing. The rate guide's 12-month prices apply only when that duration is expressly booked.

Unless the confirmation expressly makes the usage fee conditional on first use or a recognisable final edit, an agreed licence fee is payable for granting the rights whether or not they are exercised. A conditional booking must specify its trigger, reporting obligation and payment deadline. The Client must report first use and provide evidence of the media plan on reasonable request.

9. Media, territories, renewals and expiry

Use is restricted to the named brand, product, campaign, assets, media, platforms, placements, territory and term. Organic social does not include boosting, paid advertising, partnership ads or use through Talent's account. Product pages, homepage heroes, third-party retailers, paid print, packaging, POS, OOH/DOOH, broadcast and streaming require explicit inclusion. A single-media fee does not buy a mixed-media package.

Online accessibility outside a licensed territory is permitted only if the confirmation allows it; paid targeting and deliberate distribution remain limited to the booked territory. Contractors may handle content solely to deliver the Client's licensed use and must be bound by equivalent restrictions. No resale, stock library, unrelated brand, independent retailer or sublicense is authorised unless expressly listed. The Client is responsible for compliance by parties it engages or authorises.

Extensions need written agreement before expiry. For unchanged scope, the rate guide proposes 110% of the previous annual usage fee for each further 12 months; this is not an automatic renewal or an option unless expressly granted. Changed scope is separately priced. Perpetual and multi-year rights require a separate, explicit agreement; no blanket discount applies.

Active use must cease at expiry, including paid placements and accessible Client-controlled campaign content. There is no 30-day free-use period. Any agreed passive archive, historical social post, third-party takedown period or print sell-off must be expressly defined before licensing. It cannot include reposting, boosting or new circulation. The Client must instruct its authorised distributors to cease use and confirm compliance on reasonable request.

Out-of-scope use is a breach, not an automatic purchase of a new licence. TDA may require cessation, information about distribution and a negotiated retrospective licence if Talent consents, and may pursue lawful damages or other remedies. Payment of an invoice alone does not legitimise unapproved use; there is no automatic punitive fee multiplier.

10. Retouching, AI and synthetic likeness

Conventional colour correction, background cleanup and minor blemish retouching are permitted within the agreed purpose. Material changes to body shape, skin tone, facial features, apparent age or performance require Talent's prior written consent and TDA's approval. Sensitive, misleading or defamatory contexts are not authorised.

An ordinary booking permits no model training, fine-tuning, dataset ingestion, facial or voice cloning, digital double, body scan, synthetic performance or generation of new images or recordings of Talent. Any exception requires a separate project-specific agreement signed by Talent and TDA, identifying provider, purpose, data, outputs, users, retention, duration and remuneration.

AI-assisted production tools may perform only the permitted conventional edits and must not retain or use Talent material to train models or create reusable likenesses. The Client must check vendor terms and settings and bind its suppliers to these limits. It must notify TDA promptly of any suspected unauthorised AI use and preserve relevant evidence. Nothing in this clause transfers Talent's identity rights or dispenses with data-protection requirements.

11. Exclusivity and sensitive work

Exclusivity is effective only when its fee, term, territory and restricted products or competitors are agreed in writing. Otherwise Talent may work for competing businesses. A conflict inquiry is not a free reservation.

Nudity, lingerie, body treatments, hair cutting or colouring, dangerous activity and sensitive endorsements require specific advance disclosure and informed Talent agreement. Talent may refuse an undisclosed material change. TDA and the Client will agree any resulting fee or cancellation consequences by reference to responsibility for the change; there is no forced consent on set.

12. Fashion shows, events and content capture

A runway booking covers the named show and agreed call. Its included recording permission is factual reporting of that show only, through named channels and for the period stated in the confirmation. Livestreaming is included only if expressly listed. Campaigns, paid promotion, lookbooks, sponsor advertising and reused show stills require a separate licence.

An event appearance covers the stated duties and hours. Photocalls, interviews, product demonstrations, brand endorsement, content creation, posting through Talent's accounts and paid amplification must be agreed separately or expressly included. Event photography does not create unrestricted commercial rights.

13. Safety, safeguarding and insurance

The Client must provide a lawful, safe and professional workplace, appropriate risk assessments, competent supervision, suitable facilities, privacy for changing, agreed breaks and safe transport where necessary. It must disclose hazards, intimate scenes, special effects and material brief changes in advance, and prevent harassment, discrimination and coercion. Each party retains its own statutory responsibilities.

The Client must hold insurance appropriate to the production, including public liability and employers' liability where legally required, and provide evidence on reasonable request. Talent may stop work where there is a reasonable safety or safeguarding concern; the Client must address it promptly. Fees and remedies depend on the cause, these terms and applicable law, rather than a blanket waiver of liability.

For children, the confirmation must allocate responsibility for required licences, permitted hours, education, supervision and chaperones under the applicable jurisdiction. The Client must obtain and provide evidence of the production permissions for which it is responsible before the call. A booking fee cannot override licence conditions. TDA will not confirm performance without required safeguarding arrangements.

14. Unauthorised bookings and 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.

15. Complaints and force majeure

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.

For an event genuinely beyond a party's reasonable control, the affected party must notify the other promptly, mitigate loss and propose rescheduling. Lack of funds, ordinary commercial inconvenience and avoidable supplier failures are not themselves force majeure. If the affected call cannot proceed and no replacement date is agreed within 10 business days, either party may terminate the affected part.

For that termination, pay for services actually supplied, rights already granted and approved irrecoverable costs, with no duplicate cancellation percentage for the same loss; refund the unused balance of prepayments. Accrued debts remain due. A party cannot rely on force majeure to excuse its own failure to take reasonable precautions.

16. Responsibility and liability

TDA will exercise reasonable care and skill in its agency services. The Client is responsible for the production, the accuracy of its brief and claims, its contractors and its authorised distribution of the content. Talent's obligations are those agreed for the engagement; these terms do not deem Talent an employee or guarantee a particular commercial result.

TDA does not insure Talent for the booking. 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, and 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. Whilst every effort is made to provide a satisfactory and professional service, the agency cannot be held responsible for a model's conduct on the job.

Nothing excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any liability that cannot lawfully be excluded or limited. Subject to those exceptions, TDA is not liable for any indirect or consequential loss, loss of profit, loss of revenue or wasted production expenditure arising from a booking. Nothing limits the Client's obligation to pay agreed fees or either party's statutory data-protection obligations.

17. Confidentiality and personal data

Each contracting party must protect the other's confidential production, commercial and personal information, using it only for the booking and disclosing it only to people who need it and are bound by appropriate confidentiality duties. Exceptions apply to information already lawfully known, public other than through breach, independently developed, or legally required to be disclosed. Disclosure to professional advisers and regulators is permitted. These duties survive the booking. TDA will obtain appropriate confidentiality commitments from Talent separately.

Each party must comply with applicable UK data-protection law and its own transparency obligations. Where each determines its own processing purposes and means, each is an independent controller; any processor relationship needs an appropriate separate agreement. Talent data must not be reused for unrelated marketing, profiling or AI.

An Article 6 lawful basis is required for personal data. Ethnicity, health and other special-category information additionally require an applicable Article 9 condition and any required Data Protection Act safeguards. This contract does not itself provide consent for all processing. Collect and share only what is necessary, apply appropriate security and transfer safeguards, and notify the other party promptly of an incident affecting shared data so each can fulfil its legal obligations.

Retain data only for justified booking, accounting, rights-management or legal purposes under the relevant retention policy, then securely delete or anonymise it. Requests for access, correction, objection or erasure are handled subject to applicable law, rather than an unconditional promise to erase all records. TDA's privacy information must be provided separately.

18. Disputes, notices and general terms

Senior representatives will first attempt to resolve a dispute in good faith and may agree mediation. This does not prevent urgent injunctive relief, debt proceedings or steps required to preserve a limitation period. These terms and non-contractual disputes connected with them are governed by the law of England and Wales, whose courts have exclusive jurisdiction, subject to mandatory law.

Booking notices go to the email contacts identified in the confirmation. The Client must keep those details current.

Amendments require written agreement. A new published version applies only to future bookings that incorporate it; it does not retrospectively change an existing contract.

If a provision is unenforceable, the remainder continues so far as lawful. A delayed enforcement action is not a waiver. Neither party may transfer this contract without the other's written consent, except as expressly provided in the booking. The named Talent may enforce the payment, usage, safety and consent protections intended for their benefit; no other third party has enforcement rights under the Contracts (Rights of Third Parties) Act 1999.

Together with the confirmation and agreed amendments, these terms record the booking agreement without excluding liability for fraud or rights that cannot lawfully be excluded. Rate-guide ranges are not a guarantee of availability or a promise that every use can be licensed.