

General Terms and Conditions – Young Model Management (YMM)

Introduction

R.A.M. Wisman, trading as Young Model Management (YMM), is located at Grote Beer 250, 1188 BG Amstelveen, and registered with the Dutch Chamber of Commerce under number 73772836.

1. Definitions

In these terms, the following definitions apply:

- **Offer:** Any proposal we send you with details about our services.
- **Booking Agreement:** A written agreement between you and YMM, including any agreements made with a model's parent or legal guardian if the model is under 18.
- **Buy-Out:** An extra fee you pay if you want to use the model's image for different commercial purposes upfront agreed on.
- **Model:** A child (usually aged between 4 and 14) registered with us.
- **Services:** Our job is to connect models with clients for specific assignments.
- **Client:** Any person or business that hires YMM for our services.
- **Agreement:** Any accepted booking or deal between you and YMM.

2. Applicability

These terms apply to all services, offers, and agreements provided by YMM. The most important notes are always implied on e-mail. The client is always asked to look into these terms and conditions. Deviations are only valid if agreed in writing by YMM. The client's own terms are excluded.

3. Offers and Bookings

All offers by YMM are non-binding unless explicitly stated otherwise. Selecting a model online is provisional until confirmed by YMM. Once a model agrees to an assignment, the booking is binding.

4. Establishing the Agreement

An agreement is formed once both the client and model agree and YMM confirms it. YMM may cancel a confirmed assignment within 5 working days. Cancellations by the client will incur any incurred costs.

5. Duration & Cancellations

The agreement lasts as agreed. Both parties may cancel if the other fails to comply, after written notice. Cancellation fees:

- More than 48 hours in advance: no fee
- Between 48 and 24 hours: 50% of the fee, minimum €50
- 12 hours before calltime is 75% of the fee
- Less than 12 hours: full fee

'Good weather' bookings may be cancelled once for free. Further cancellations: 50% (second time), 100% (third time). For multi-day bookings, cancellation must match the length of the booking or full payment applies.

6. Service Execution

YMM will carry out services professionally. If information provided by the client is late or incorrect, this may delay the project and incur additional costs. Work outside regular hours (9:00–17:00) must be discussed with YMM and the model's guardians.

7. Client Responsibilities

The client must provide accurate and timely information. Models and YMM staff must be treated professionally. Swimwear and underwear photography is strictly prohibited without explicit prior consent from YMM and guardians.

8. Child Labour Laws

Clients are responsible for the childlabor exemption & following the rules. While Young Model Management provides all the information needed, when requested by the client, the client is the person to request, maintain and, if necessary, make public to parties who can and should look at it.

9. Additional Work

Any extra work required due to changes or additions must be agreed upon and will be billed separately, unless the need was caused by YMM's error.

11. Pricing & Surcharges

All prices exclude VAT and 20% agency fee. Extra charges may apply for overtime, specific image use, multiple regions/media, and travel costs. Final prices are binding as per the booking agreement.

13. Late Payments

Late payments incur statutory interest and collection costs without further notice.

14. Direct Contact Prohibition

Clients may not contact models directly without YMM's permission. Breach of this clause results in a penalty of twice the regular fee.

15. Privacy

YMM handles all data responsibly. Clients are liable for any misuse or violation involving personal data.

16. Suspension & Termination

YMM may suspend work if payments are late. Work already completed will still be charged.

17. Force Majeure

YMM is not liable for delays or failures caused by circumstances beyond its control, such as illness, internet outages, or government measures.

18. Liability

YMM's liability is limited to the value of the service provided and excludes indirect damages like lost profits. Claims must be reported within 14 days. Liability expires one year after the agreement ends.

19. Confidentiality

Both parties must keep all confidential information private. This includes client data and internal business information.

20. Intellectual Property

All intellectual property belongs to YMM unless otherwise agreed. Usage of images is limited to the agreed scope. Unauthorized use results in fines.

21. Model illness or unavailability abroad

if a model is unable to attend a scheduled shoot taking place in another country, the client is responsible for filling the spot with another available child. The client will also bear any associated costs, such as flight name changes or travel adjustments. The client must choose a replacement from YOUNG's roster of available children.

If no suitable replacement is found — due to size, availability, or other reasons — YOUNG will initiate a casting call via

Instagram. The client can then select a replacement from the responses received.

Should the client choose not to proceed with a replacement model, the client remains responsible for covering all travel-related expenses already incurred for the originally booked model.

22. Differences

- Dutch law applies to all agreements.

- Disputes go to the court in **Amsterdam**.
- If anything is unclear, we'll interpret it in the spirit of fairness and this document.