

3D Model Agency – Terms and Conditions

Effective Date: April 2025

Welcome to the official website of **3D Model Agency** (“the Agency”). By accessing or using our website, services, or representation, you agree to comply with these Terms and Conditions. If you do not agree, you must refrain from using our services.

1. Acceptance of Terms

By engaging with the Agency—whether as a model, talent, client, or **any person accessing our website or services**—you accept and agree to these Terms and Conditions. These terms apply to all services provided by the Agency.

2. Scope of Services

The Agency offers model and talent representation, and facilitates bookings for fashion, commercial, promotional, and related assignments for local and international clients.

3. Model Representation & Responsibilities

3.1 Models must provide accurate, current, and honest personal and professional information when applying or working with the Agency.

3.2 Models agree to maintain a professional standard of conduct, punctuality, grooming, and preparedness at all times.

3.3 The Agency reserves the right to decline representation or bookings based on professionalism, suitability, or conduct.

4. Client Responsibilities

4.1 Clients must pay all fees in accordance with signed agreements and invoices.

4.2 Clients must provide clear project briefs and ensure a safe, respectful working environment for all models and talent.

5. Bookings & Cancellations

5.1 All bookings must be confirmed through the Agency.

5.2 Cancellations or rescheduling are subject to the specific terms of each individual contract and may incur fees if notice periods are not met.

6. Payment & Fees

6.1 Payments must be made according to the payment terms specified in each booking or representation agreement.

6.2 The Agency acts as an intermediary between clients and models/talent. Clients remain responsible for prompt payment.

7. Financial & Contract Enquiries

The Agency aims to respond to financial or contractual queries within 90 days. In certain cases, a maximum of 120 days may be required.

8. Intellectual Property Rights

8.1 Unless otherwise agreed in writing, all images, videos, and promotional materials produced during an assignment remain the property of the client.

8.2 The Agency reserves the right to use such materials for promotional purposes unless explicitly prohibited in writing by the client or model.

9. Liability & Insurance

9.1 The Agency is not liable for any injury, loss, or damage during assignments..

9.2 Models and clients are encouraged to maintain appropriate insurance coverage for assignments.

10. Confidentiality

All personal, contractual, and business information shared with the Agency is treated as confidential and will not be disclosed unless legally required.

11. Termination of Representation or Contracts

11.1 Either party may terminate representation or a contract by giving **90 days' written notice** via email, subject to any specific terms in existing agreements.

11.2 All outstanding fees and obligations must be settled prior to termination.

12. Changes to Terms

The Agency reserves the right to amend these Terms and Conditions at any time. Continued use of the Agency's services after changes are posted constitutes acceptance of the revised terms.

13. Additional Provisions

13.1 Models and clients indemnify the Agency, its staff, and collaborators against legal claims, except where such claims arise from gross negligence or willful misconduct by the Agency.

13.2 The Agency may amend or update contracts to reflect changes in business operations, industry practices, or staffing requirements.

13.3 This agreement supersedes all prior agreements, whether verbal, written, or electronic, unless otherwise stated in writing.

13.4 The Agency is committed to creating and developing professional opportunities for all represented talent and models.

14. Governing Law

These Terms and Conditions are governed by the laws of the Republic of South Africa.

By using the services of 3D Model Agency, you confirm that you have read, understood, and agreed to these Terms and Conditions.