

WHITE TIGER PRODUCTIONS

ABN 36055 124 434

TERMS & CONDITIONS AGREEMENT



1. All and any business undertaken by White Tiger Models (**'White Tiger'**) and its representatives (**'Talent'**) with all clients engaging the services of White Tiger (**'the Client'**) is transacted subject to these Terms and Conditions. In the event that there is any inconsistency between these Terms and Conditions and any other communication from White Tiger, these Terms and Conditions shall prevail unless specified otherwise in writing by White Tiger.
2. White Tiger agrees that it shall perform assignments granted to it by the Client and accepted by White Tiger ('the Assignment') White Tiger shall make available the Talent that will deploy the specific skills and experience relevant to perform the Assignment. White Tiger shall provide the number of Talents requested by the Client for the Assignment. If required, White Tiger may provide input on the number of Talents it reasonably considers necessary for performance of the Assignment.
3. The Client in allowing White Tiger to perform the Assignment shall give White Tiger such Reasonable Assistance as White Tiger considers necessary to ensure that the Assignment is carried out satisfactorily including access to Client premises and even premises and the provision of adequate materials and facilities such as car parking and toilets.
4. White Tiger shall be under no liability to the Client in respect of any loss or damage (including consequential loss or damage) which may be suffered or incurred or which may arise directly or indirectly by the Client or any third party and which may arise directly or indirectly in performance of the Assignment supplied pursuant to this Agreement, nor shall White Tiger be liable to indemnify the Client against any loss, claims or damage suffered due to performance of the Assignment.
5. Rates payable by the Client in respect of the Assignment will vary for each Assignment.
6. Travel time will be charged in the event White Tiger or its Talent are required to travel more than one hour. Further, car parking expenses may be charged.
7. The total cost for the Assignment will be emailed to the Client and approved by the Client prior to performance of the Assignment ('Costs'). 50% Deposit is required upfront (minimum 48hours prior to booking). Outstanding amount due 14 days from assignment.
8. If required by law, the Client will make a superannuation contribution to a fund nominated by the Talent in the name of the Talent of an amount as required by the relevant legislation. If required, the Talent will supply details of the Talent's membership of a superannuation fund to enable the Client to comply with the requirements of the relevant legislation.
9. If any GST (within the meaning of the *A New Tax System (Goods and Services Tax) Act 1999* as amended from time to time, 'GST') is payable by the White Tiger in respect of the supply of services to the Client, then the Costs ('Original Cost') is to be increased so that White Tiger receives an amount ('Increased Cost') which, after subtracting the GST liability of White Tiger in that Increased Cost, results in White Tiger retaining the Original Cost after payment of that GST liability.
10. White Tiger must provide the Client with a valid tax invoice in respect of the GST.
11. The Rates invoiced are to be paid in full and within the stated credit terms. No amount is to be deducted by way of set – off or counter claim without the written authority of White Tiger.
12. Where the payment of any invoice or any part thereof is not made on the due date, White Tiger, without prejudice to its other rights hereunder or in law, shall be entitled to charge interest (before as well as after judgment) on the outstanding amount at the rate of fifteen percent (15%) per annum from the date of invoice until the outstanding sum is paid.
13. In addition to the above, should the Client fail to make any payment when due under this Agreement White Tiger shall have the right by notice in writing forthwith to suspend all further Assignment until the default be made good.
14. If an assignment is cancelled:
 - (a) less than 24 hours of the starting time for the Assignment the full Rate is charged; or
 - (b) 48 hours of the starting time for the Assignment half of the Rate is charged.

15. In the event that the Client or its authorised representatives requests White Tiger or its Talent to leave a shift early, White Tiger or its Talent are to be paid for the hours originally set out for the Assignment.
16. White Tiger will not undertake insurance in relation to the Assignment whether paid for or not, and it shall be the Client's responsibility to see that the Assignment is covered by adequate insurance.
17. Either party may terminate this Agreement by giving at least seven (7) days' written notice upon the happening of any of the following events:
 - (a) an order is made or resolution is passed for the winding-up of any of the parties;
 - (b) if the other party goes into liquidation or becomes insolvent within the meaning of the Corporations Act 2001 (Cth);
 - (c) a receiver or a receiver manager is appointed to the other party; or
 - (d) an administrator is appointed to the other party.
18. To the extent permitted by law, White Tiger will not be liable to the Client or any other person under any circumstances for any loss of use, profit, revenue or for any injury or death to any person, or for any indirect, incidental or consequential damages sustained or incurred by the Client,
19. If the performance of White Tiger's obligations under these Terms and Conditions is prevented, restricted or affected by force majeure including strike, lock out, breakdown of plant, transport or equipment or any other cause beyond the reasonable control of White Tiger, then White Tiger will not be liable for any loss or damage suffered by the Client or any other person.
20. The Client undertakes with White Tiger that the Client will not either during this Agreement, or within the period of two years following performance of the Assignment or the termination of this Agreement, employ or contract the services of any person who is or was employed as a contractor or employee by White Tiger or by the Client and with whom the Client has had material contact in the course of carrying out the Assignment. This clause shall survive termination of this Agreement.
21. All correspondences between the Talent and Client are to be made through the agent White Tiger. Prior to an Assignment the Talent will be briefed by White Tiger and supplied with a Client contact number to call on arrival.
22. The Client shall ensure that White Tiger and their Talent are treated with respect and professionalism and that the client takes all steps necessary to ensure that the safety, health and well being of White Tiger and its Talent is protected and maintained at all times whilst providing services to the Client. Such steps shall include without limitation:
 - (a) ensuring that the venue for the provision of the Assignment and the working conditions are safe and secure and allow the model to provide the services in compliance with all health and safety standards, regulations and laws;
 - (b) allowing White Tiger and its Talent to take suitable and regular rest periods, and, for shifts of five (5) hours or more, allowing a minimum 20 minute paid break, to ensure that White Tiger is able to maintain suitable amounts of rest and refreshment whilst delivering the Assignment;
 - (c) providing adequate levels of insurance cover to safeguard the health and safety and future earnings of White Tiger and its Talent whilst White Tiger and its Talent is delivering the Assignment and travelling to and from the Client's venue as if he/she were an employee of the Client;
 - (d) ensuring that all of the people and organisations which are engaged by the Client in relation to performance of the Assignment are suitably qualified, experienced and professional;
 - (e) ensuring that no one imposes upon White Tiger and its Talent any action or activity which is either dangerous, degrading, unprofessional or demeaning to White Tiger and its Talent;
 - (f) providing White Tiger and its Talent with an appropriate changing and dressing area to ensure that White Tiger and its Talent can prepare for the provision of the services and also maintains his/her privacy.
23. Despite anything to the contrary White Tiger may terminate its Assignment by providing the Client with 30 days prior written notice of its intention to terminate its obligations under these Terms and Conditions.

24. If notice is given to the other party pursuant to clause 13 or 14, each party shall return to the other party any property or confidential information or related data, documentation and records in its possession, custody or control.
25. White Tiger prides itself on supplying professional staff that fit the requirement of the Assignment. Where possible White Tiger will attempt to rectify any issues and / or complaints that may arise in relation to performance of the Assignment by White Tiger and or its Talent.
26. A party shall not, without the prior written approval of the other party, disclose the party's confidential information.
27. The Client shall indemnify and keep indemnified White Tiger from and against any loss, damage or injury incurred by White Tiger, its employees and agents in connection with the attendance of White Tiger, its employees, or agents at premises owned or occupied by the Client for the purpose of providing the Assignment. This indemnity shall not apply in the case of loss, damage or injury which is caused by the negligence of White Tiger or its employees or agents.
28. These Terms and Conditions and all related documents to which it refers shall constitute the entire agreement between the Client , White Tiger and its Talent, as to its contents, and the Client shall not request the Talent to execute any additional releases or contracts without first consulting White Tiger and until White Tiger's written approval has been obtained.
29. These Terms and Conditions are governed by the law of Victoria.

