

Special conditions for stylists/stylist agencies including hair stylists/hair stylist agencies

These special conditions shall apply as a supplement to the General Terms and Conditions of the agency, which have been handed over to the stylist/hair-stylist/stylist agency (hereinafter referred to as the „stylist“) together with these conditions.

A. Production and travel costs

1. Preparation days, arrival and departure travel days, plus the time outlay for briefings, will be paid to the stylist only after an explicit prior agreement to this effect.
2. The stylist must notify the agency immediately whenever reimbursable costs for outside services within the meaning of Sections 3 to 6 below are incurred, submitting a cost calculation. Costs will be reimbursed only if the agency explicitly approves the calculation.
3. Costs for transporting material by courier or similar facilities, plus messenger costs, shall be borne by the stylist, unless these have been incurred at the agency's express wish.
4. A collection room will be paid for only after an explicit prior agreement to this effect.
5. For travel on behalf of the agency, the stylist shall receive a travel allowance, if and insofar as agreement has been reached in writing beforehand on the amount concerned. Additional costs for board or lodging will be borne by the agency only if they have been incurred at the latter's explicit request.
6. Costs for excess baggage will be borne by the agency only if they were unavoidable in view of the order's scope, and if the cheapest possible method of transportation was chosen.

B. Production

1. The production risk and loss-of-production risk shall be borne by the stylist, insofar as he/she has been entrusted with performing the production work and the agency is not to blame for a loss of production or a impediment to production. The stylist must take out insurance cover for production and loss of production, and evidence this before commencing production.
2. Unless something to the contrary has been explicitly agreed, the stylist shall be responsible for hiring models and other persons necessarily involved in the production work, who are under his/her instructions. He/she shall furthermore be responsible for procuring the requisite props. All the above-mentioned measures must, however, be approved in consultation with the agency before the relevant contracts are signed.

3. The stylist shall be obligated to obtain in writing from models and other persons involved in the production work, wherever necessary, a declaration on the transfer of usufructuary rights and/or their consent to any form of publication and utilisation whatsoever, in geographically, objectively and temporally unrestricted form (acquisition of usufructuary rights, model release) and to hand this/these over to the agency with delivery of the work/goods involved.

C. Order execution, invoicing

1. The order shall not be deemed to have been performed until acceptance of a company representative.
2. The stylist shall invoice his/her fee, the styling material and other production and ancillary costs, insofar as these are to be borne by the client, together with the appropriate documentary evidence.
3. The agreed fee shall cover all the stylist's work, also including (in the absence of any written agreement to the contrary) costs for model(s), props, material, travel and similar expenses.
4. The stylist shall waive his/her entitlement to being named at every case of publication/utilisation of the photos. The agency shall, however, be entitled to name him/her. The stylist must also obligate any third parties involved in performing the order to waive their entitlement to be named as the originator.