

TAILS & TALENT – PET OWNER TERMS & CONDITIONS (England & Wales)

1.

PARTIES

This Agreement is made between Tails & Talent (“the Agency”) and the registered owner and handler of the animal (“the Owner”).

The Owner confirms they are the legal owner of the animal and have full authority to enter into this Agreement.

2. REGISTRATION

2.1 Registration with the Agency is free of charge.

2.2 The Owner agrees that all information provided during registration and throughout engagement with the Agency is true, accurate, and not misleading to the best of their knowledge.

2.3 The Owner must promptly notify the Agency of any material changes to the information provided.

2.4 Only expenses pre-approved in writing by the Agency will be reimbursed in accordance with this Agreement.

3. REPRESENTATION

3.1 The Owner appoints the Agency to represent their animal (“the Animal”) for modelling, advertising, promotional, and media opportunities.

3.2 The Agency will use reasonable efforts to secure suitable bookings but does not guarantee work, bookings, or income.

3.3 The Owner may register with other agencies provided this does not breach confidentiality or non-circumvention obligations under this Agreement.

4. OWNER WARRANTIES

The Owner warrants and confirms that:

4.1 The Animal is in good health, fit for work, and regularly cared for in accordance with best welfare practices.

4.2 The Animal is fully vaccinated in line with standard veterinary recommendations.

4.3 The Owner is not aware of any medical, behavioural, or other condition that may pose a risk to the health, safety, or welfare of people or animals during any booking.

4.4 The Owner must disclose in advance any known or suspected medical issues, behavioural concerns, or triggers.

4.5 Where applicable, the Owner confirms they hold all required licences for keeping or exhibiting animals in accordance with relevant UK legislation, including the Animal Welfare (Licensing of Activities Involving Animals) Regulations 2018.

5. BOOKINGS

5.1 All bookings will be confirmed in writing (including email or digital communication).

5.2 Once confirmed, a booking constitutes a binding agreement subject to these Terms.

5.3 The Owner must ensure they are available prior to accepting any booking, including making arrangements for time off work or other commitments.

5.4 The Owner agrees to attend all bookings on time, in a fit and prepared condition, and to act professionally at all times.

5.5 The Owner agrees to follow all reasonable instructions issued by the client and/or Agency during a booking.

6. HANDLER RESPONSIBILITY

6.1 The Owner shall act as the Animal's handler unless otherwise agreed in writing.

6.2 The Owner retains full legal responsibility, supervision, care, and control of the Animal at all times during bookings.

6.3 The Owner agrees to consult the Agency in advance or during any booking if concerns arise regarding safety, welfare, or suitability of conditions.

7. AGENCY ATTENDANCE

7.1 The Agency may attend bookings at its discretion.

7.2 A representative will attend where the Agency deems necessary, including higher-risk or complex shoots.

7.3 Attendance is not guaranteed and will be confirmed in advance where possible.

8. FEES, PAYMENTS & INVOICING

8.1 All fees (including booking fees and usage fees where applicable) will be agreed prior to the booking.

8.2 The Owner must issue a valid invoice to the Agency upon completion of the booking, unless otherwise agreed.

8.3 Payment to the Owner will only be made once the Agency has received cleared funds from the client.

8.4 The Agency aims to process payment within 30 days of receipt of the Owner's invoice, however this timeframe may be extended due to client payment delays.

8.5 The Agency is not liable for any delay or non-payment caused by client non-payment or late payment.

9. EXPENSES

9.1 Any expenses (including travel, accommodation, or subsistence) must be agreed in writing in advance.

9.2 Approved expenses will be reimbursed alongside booking fees and subject to the same payment terms as set out in Clause 8.

10.TAX & HMRC COMPLIANCE

10.1 The Owner is solely responsible for their own tax obligations, including registration with HM Revenue & Customs where required.

10.2 The Owner is responsible for declaring all income received under this Agreement.

10.3 The Agency does not provide tax advice and accepts no responsibility for the Owner's tax affairs.

10.4 The Owner acknowledges that they may be entitled to a personal tax-free allowance subject to applicable UK tax law, including guidance from HM Revenue & Customs.

11. CANCELLATIONS

11.1 If the Owner cancels a confirmed booking:

- within 24 hours: up to 100% of the agreed fee may be payable
- within 24–48 hours: up to 50% of the agreed fee may be payable

11.2 If the client cancels, the Agency will use reasonable efforts to recover cancellation fees, but recovery is not guaranteed.

12.ANIMAL WELFARE & HEALTH AND SAFETY

12.1 The Agency prioritises animal welfare at all times.

12.2 The Owner may withdraw the Animal from any situation they reasonably believe poses a risk to welfare, health, or safety.

12.3 The Agency will take reasonable steps to ensure safe working environments for all bookings.

12.4 Veterinary support may be arranged where appropriate and agreed in advance.

13.INSURANCE

13.1 The Agency maintains public liability insurance for its business operations.

13.2 The Owner must maintain valid public liability insurance covering the Animal and all booking dates and provide evidence upon request.

13.3 The Agency does not provide insurance for the Animal or the Owner.

14. MEDIA, USAGE & CONTENT

14.1 Usage rights will be agreed in advance for each booking, including any additional usage fees where applicable.

14.2 Unless otherwise agreed in writing, all media created during a booking is owned by the client.

14.3 The Agency does not guarantee access to or provision of media from any booking.

14.4 The Owner grants the Agency permission to:

- use, share, and distribute submitted media for casting purposes;
 - use media from bookings for promotional and marketing purposes;
 - share such media with clients and prospective clients for portfolio and casting use.
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15.CONFIDENTIALITY & NON-CIRCUMVENTION

15.1 The Owner must not directly engage with clients introduced by the Agency outside of the Agency's involvement.

15.2 The Owner must not accept off-the-books work or bypass the Agency in relation to such clients.

15.3 The Owner must not disclose client details, booking fees, or any confidential information obtained through the Agency.

15.4 The Owner agrees that this clause is reasonable and necessary to protect the legitimate business interests of the Agency.

16.LIABILITY & INDEMNITY

16.1 The Owner is fully responsible for the behaviour, actions, and control of the Animal at all times.

16.2 The Owner agrees to indemnify and hold harmless the Agency against all claims, losses, damages, liabilities, or expenses arising from:

- the Animal's behaviour;
- breach of this Agreement;
- negligence or misconduct by the Owner.

16.3 The Agency shall not be liable for:

- loss of income or earnings;
- cancellation of bookings;
- indirect or consequential losses.

16.4 Nothing in this Agreement excludes liability for:

- death or personal injury caused by negligence;

- fraud or fraudulent misrepresentation;
 - any liability which cannot legally be excluded under UK law.
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17.DATA PROTECTION

17.1 The Agency will process personal data in accordance with:

- the UK GDPR; and
- the Data Protection Act 2018.

17.2 Personal data will only be used for legitimate business purposes relating to representation, bookings, and administration.

18.FORCE MAJEURE

18.1 The Agency shall not be liable for any failure or delay caused by events beyond its reasonable control.

18.2 Such events include (but are not limited to): illness, weather, transport disruption, or government restrictions.

18.3 Where possible, affected bookings will be rescheduled.

19.TERMINATION

19.1 Either party may terminate this Agreement by giving written notice.

19.2 Termination shall not affect any confirmed bookings already agreed, which shall remain binding unless otherwise agreed.

20. GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of England and Wales, and the parties submit to the exclusive jurisdiction of its courts.