



## Terms and Conditions 2008

Please ensure you take the necessary time to read the information presented below.

THE AGENCY who carries out specialist services for the field marketing and event industries, providing staff that may fall into one or all of the following categories modelling, entertainment and promotions. Staff booked by Clay Brand Consultancy Limited do so on a freelance basis. THE AGENCY seeks to maintain healthy and mutually beneficial working relationships with its field individuals. In order to ensure that we meet with your expectations and you meet ours, we have prepared these standard terms and code of conduct ["Terms"] that will govern our working relationship whenever you provide a service to THE AGENCY.

TERMS between THE AGENCY [Registered Number 4234867] whose registered office is at Church Walk, 1 London Street, Chertsey, Surrey. KT16 8RE, [hereinafter referred to as "we/us" or "THE AGENCY"] AND the person whose details are set out in the attached form [hereinafter referred to as "you"]. These terms constitute a contract between you and us and they govern all assignments undertaken by you on behalf of us. They will be deemed to have been accepted by you each time you accept a booking for an Assignment. You work for the AGENCY on a temporary basis and therefore, these terms shall not give rise to a contract of employment between you and us. You agree that the nature of the temporary employment is such that we are not obliged to offer you assignments if we should not deem them suitable for you [the suitability of assignments is determined solely by us]. You agree to the following terms

### DEFINITIONS

In this Agreement, the following terms shall have the following meanings:

"Client" means a client of THE AGENCY to whom you are providing your services:

"Time of Booking" shall mean the date on which you receive written confirmation from THE AGENCY of the requirement for you to provide services to a Client.

### 1 RELATIONSHIP STATUS

THE AGENCY is not obliged to find suitable work for you and suitability for an assignment shall be determined solely by THE AGENCY. Equally, you are not under any obligation to accept any assignment offered to you. You will provide your services to THE AGENCY in accordance with the terms set out in this agreement, together with any written instructions given to you at the Time of Booking You warrant and represent to THE AGENCY that you are an independent, self-employed contractor. Nothing in these Terms shall render you an employee of THE AGENCY and you shall not hold yourself out as such.

#### 1.1 VERIFICATION OF IDENTITY

Before carrying out the first assignment you will provide THE AGENCY with documentation to verify your identity. If you do not provide THE AGENCY with the requested documentation **5 days prior** to the first assignment is to commence then you will not be permitted to carry the said assignment or any future assignments.

#### 1.2 BRIEFING NOTES

Briefing notes will **always be sent** to you, generally by e-mail, for all assignments. These notes must be read thoroughly as they are designed to give you a better understanding of the brand and assignment you are working on. Please request a briefing note if one has not been provided prior to the assignment.

#### 1.3 RELIABILITY

For all assignments Clients request that you arrive **at least fifteen minutes prior** to the work commencement time. Please allow sufficient travel time to ensure your punctual arrival for assignments, when planning your journey please take into account the possibility of unforeseen traffic and tube delays, etc. Please remember you are THE AGENCY's representative and every Client needs to be treated with respect. Please be courteous, polite and professional at all times, as assignments are subject to on the spot assessment by a Client or member of THE AGENCY. If THE AGENCY receives a complaint regarding your conduct personal or professional it reserves the right to withhold any sums due to you pending an investigation. If the complaint is upheld payment of monies due to you may be withheld depending on the nature and circumstances of the complaint. Please note that THE AGENCY also reserves the right to deduct the sum of £10 for every 15 minutes that you are late for an assignment.

#### 1.4 APPRAISAL FORMS

The completion of an appraisal form is an essential requirement of your contractual services. It is vital that this form is completed fully, well presented and legible and returned to THE AGENCY **by the next day** following completion of your assignment. Please take a copy for your own records. These forms are an important part of the assignment post appraisal process and THE AGENCY will not make payment to you unless received on time and in the prescribed manner. If you fail to do so THE AGENCY reserves the right to deduct £10 from your pay.

### 2 YOUR OBLIGATIONS

- a) To assist THE AGENCY in finding suitable assignments for you, you should provide the following information to THE AGENCY and you hereby warrant that the information is true, accurate and complete:
  - I. Your name, address and contact details;

- II. Details of all relevant experience, training, qualifications and any other authorisations required for you to carry out the services for client's of THE AGENCY;
- III. On request, and if applicable, provide evidence of any relevant, professional or other qualifications;
- IV. Any other relevant information that THE AGENCY should be aware of that may affect your ability to carry out your services under these Terms with THE AGENCY.

b) Whilst engaged under these Terms, you agree to:

- I. Use all reasonable skill and care whilst working on an assignment;
- II. Carry out the services in an expert, diligent and professional manner and to the best of your ability;
- III. Co-operate with the Client's and THE AGENCY's personnel and accept direction, supervision and instruction of any person in the Client's organisation to whom you are responsible;
- IV. Conform to the Client's rules and regulations and standards of working practice;
- V. Not engage in any conduct detrimental to the interest of the Client or THE AGENCY;
- VI. Promptly notify THE AGENCY if you are unable to attend any assignment for any reason and to comply with section 7.2 of these Terms;
- VII. Act safely and sensibly at all times and in accordance with any health and safety requirements (but not limited by) of the booking. Take all reasonable steps to safeguard your own safety (& personal property) and safety of any person who may be affected by your actions whilst working on an assignment. Your personal belongings are your own responsibility and so we advise that you do not take items of high value to an assignment.

## 2.1 PRESENTATION

THE AGENCY's Clients expect all representatives to be immaculately turned out at all times. No jewellery should be worn; hair should always be clean and tidy, and tied back if long, makeup should be discreet, conduct yourself professionally refraining from the use of profanity at ALL times and if a uniform is not provided then clothes should be clean and freshly ironed for every assignment. Men must be well groomed. Please note that **no eating, smoking or the consumption of alcohol or drugs** should be undertaken during any assignment at any time whilst setting up, working or breaking down any part of the booking elements especially whilst in uniform. If you are on your scheduled break and wish to eat, have a soft drink or cigarettes please ensure you remove any branded uniform first. Please note that THE AGENCY imposes fines, detailed on your briefing document, should your appearance be deemed by THE AGENCY as inappropriate.

## 2.2 UNIFORM

If you are provided with a Client's uniform and promotional material please ensure it is returned to your Event Manager at the end of each day. If there is no Event Manager managing the assignment then you will be responsible for the said items and should ensure that you take the uniforms, kit and remaining promotional material home with you at the end of the assignment. Uniforms, kit and/or promotional materials issued to you shall be returned within 3 days of completing the assignment unless otherwise directed by THE AGENCY. You agree that if you fail to return the uniform, kit and/or promotional materials within this period or in good condition THE AGENCY may make appropriate deductions from your payment. Please note that THE AGENCY imposes fines, detailed on your briefing document, for non-adherence to uniform requirements set out in the briefing document.

## 2.4 MOBILE PHONES

Mobile phones must be switched **off at all times** during an assignment unless you have a prior arrangement with your Booker at THE AGENCY (Event Managers will be an exception to the rule).

## 2.5 PROBLEMS

If you believe there to be a problem with an assignment please contact THE AGENCY representative to discuss the matter. Please do not at any time, raise or discuss problems or issues with the Client.

## 3 RATES

Fees for your service will be agreed [and confirmed in writing] at the Time of Booking. THE AGENCY does not apply a fixed rate as each assignment is evaluated on level of input and hours required. Fee rates are confidential between yourself and THE AGENCY and are subject to the obligations of confidentiality contained in paragraph 8 of these Terms. For the avoidance of doubt, such rate shall include an element in respect to holiday pay which you are entitled under the Working Time Regulations 1998. The exact amounts shall be notified to you in writing at the Time of Booking. Please note that these amounts are Gross pay and subject to Tax and NI at the normal rates.

### 3.1 TRAVEL EXPENSES

You are expected to cover your own cost of travel to and from local assignments. There may be occasions when your travel expenses will be reimbursed by THE AGENCY. This is dependant on assignment and will be agreed with you prior to the booking and confirmed in writing. All expenses must be supported by relevant VAT receipts and must be returned to THE AGENCY **within five working days** following your assignment. Only original receipts will be accepted - no copies or visa slips. If these travel receipts are not received within the required time period THE AGENCY will be unable to claim them from the Client and hence will be unable to reimburse you.

### 3.2 HOLIDAY

For the avoidance of doubt, there is no holiday scheme available to you.

### 3.3 PENSION

For the avoidance of doubt, there is no pension scheme available to you.

### **3.4 ILLNESS AND EMERGENCIES**

In the event that you are unable to attend an assignment you are contracted to perform please notify THE AGENCY, & or your Event Manager **immediately**. It is your responsibility to find a suitable replacement, approval of which must be given by THE AGENCY prior to commencement of the booking. Failure to do so will incur a re-booking fee of £25 chargeable to you. Otherwise, THE AGENCY will take the appropriate action. Please respect the fact that finding a replacement for you is not an easy task at short notice and we would ask for as much advanced warning as possible. To clarify, normal office hours are Monday to Friday 09:00am - 17:30pm. Out of normal office hours you must therefore contact your Booker directly on their mobile number or if unavailable please use the contact numbers supplied on your Briefing Notes until you are able to speak with someone to inform them of the situation. If you get a recorded message on any of these mobile numbers please leave a message. You are not entitled to any payments of sickness or any other absence.

### **3.5 FINES & PENALTIES**

THE AGENCY will not be held responsible for any illegal parking, clamping or speeding fines or other fines or penalties incurred whilst working on an assignment, whether it is your own vehicle or a hired vehicle provided by THE AGENCY.

### **4 PAYMENT TERMS**

- a) On completion of an assignment all staff must submit a completed copy of THE AGENCY's template invoice (sent with the assignment details for your convenience) within 3 working days.
- b) THE AGENCY will not be obliged to pay any fee to you unless section a (above) has been carried out. This also applies if the work related report forms and photographs have not been submitted by the agreed date and times as per the assignment details.
- c) THE AGENCY agrees to pay all invoices within a maximum of 30 days on receipt by cheque. Depending with whom you bank with clearance of the payment may take up to 5 working days. Invoices must include any relevant VAT details if applicable.
- d) The supplier is responsible for all National Insurance and Tax contributions that may be due on any payments received.
- e) If you are unable to carry out the services due to illness or incapacity or you are unavailable for any reason, you will not be entitled to receive any fee in respect of the period of inability or unavailability. THE AGENCY may deduct any rebooking fees that may be due in accordance with 3.4 as well as those in section 2.2.

### **5 DEDUCTIONS**

THE AGENCY reserves the right to deduct any sums which you owe THE AGENCY including outstanding expense advance or overpayment.

### **6 CANCELATIONS**

THE AGENCY recognises that once you have agreed to accept work that is offered you may miss the opportunity to work for other sources. It is therefore agreed that THE AGENCY will not terminate the agreed assignment without giving you 24 hours notice. Such is the nature of this industry that from time to time we all fall victim to the Client's cancellation of assignments for reasons beyond the control of THE AGENCY. In these circumstances, and only if the cancellation given is less than 24 hours notice, we will endeavour to recover fees due to us and will then pay you. Payment in respect of cancellation fees will only be made once the necessary funds have been received from the Client. In the event of a cancellation we will notify you as far in advance as possible.

### **7 TERMINATION**

We reserve the right to cancel the contract between us at any time forthwith by notice in writing. These Terms will terminate automatically without any requirement for notice or payment in lieu of notice in the event that you shall die or become unable to provide the services by reason of permanent incapacity or having carried out a suitable risk assessment in accordance with health and safety provisions, THE AGENCY considers it inadvisable for you to continue performing the services.

THE AGENCY may by written notice terminate these Terms with immediate effect if:

- a) You breach any part of these Terms which, in the case of a breach capable of remedy, is not remedied by you within 21 days of written notice from THE AGENCY specifying the breach and requiring its remedy; You become bankrupt;
- b) You conduct yourself in a manner which, in the reasonable opinion of THE AGENCY, brings or is likely to bring you and/or THE AGENCY into disrepute;
- c) You commit any act of fraud or dishonesty (whether or not connected with your engagement hereunder) or commit any unreasonable act which, in the reasonable opinion of THE AGENCY, adversely affect your ability properly to carry out the services;
- d) You are convicted of a criminal offence (including an offence under road traffic legislation in respect of which you are not sentenced to a term of imprisonment, whether immediate or suspended); or

- e) You become of unsound mind or a patient as defined in either section 112 or Section 145 of the Mental Health Act 1983 or being admitted to a hospital in pursuance of an application matter under Part 11 of that Act.

**7.1 TERMINATION BY EMPLOYEE**

If you terminate your employment less than 48 hours before the start date of the assignment or during the assignment without reasonable cause, you will be liable for any expenses incurred (incl. intangibles - labour, admin etc) as a result of such termination and such expenses may be deducted from any monies owing to you by THE AGENCY.

**7.2 TERMINATION BY EVENT MANAGER**

If you terminate your employment less than **7 days** before the initial briefing or start date of the assignment or during the assignment without reasonable cause, you will be liable for any expenses incurred as a result of such termination and such expenses may be deducted from any monies owing to you by THE AGENCY. We also reserve the right to fine/charge you for additional costs incurred (incl. intangibles - labour, admin etc) by us as a result of your termination.

**8 CONFIDENTIALITY**

You must undertake that you will not at any time, whether during the term of this agreement or at any time after termination thereof, divulge any information to any person relating to THE AGENCY's private affairs, clients, business or method of carrying on business. You shall not at any time divulge to any person nor use for your own or any other person's benefit, any trade secrets or any other confidential information that is not in the public domain of THE AGENCY or a Client to whom you have been assigned to work and which relates to their respective employees, agents, clients, customers, suppliers, business affairs or finances.

**8.1 AGENCY CLIENTS**

You will not at any time during any Assignment nor for 8 months thereafter directly or indirectly interfere with, solicit or entice any of our Clients or persons with whom we were in consultation with a view to those persons becoming Clients to the intent that any of them cease to patronise our business or to the intent of directing their custom elsewhere. While the restriction in this clause is considered reasonable by you and us in all the circumstances it is recognized that the restrictions of the nature in question may fail for unforeseen reasons and accordingly it is hereby agreed and declared that if such restrictions shall be adjudged to be void going beyond what is reasonable in all circumstances for the protection of our interest and/or any associated or subsidiary company but would be valid if part of the wording thereof were deleted and or the periods (if any) thereof reduced in scope and/or the area and/or the range of activities thereby dealt with reduced in scope the said restrictions shall apply with such modifications as made necessary to make it valid and effective and any such modifications shall not thereby affect the validity of any other restriction contained in these Terms. In the event of you being in breach of this clause, THE AGENCY will be entitled to recover from you any fees which THE AGENCY would have been paid by the client had the employment by THE AGENCY's client been arranged by THE AGENCY. Furthermore, you must immediately notify THE AGENCY of any direct offer of employment by a client of THE AGENCY for whom you have carried it an assignment.

**9 COPYRIGHT**

You hereby irrevocably, unconditionally, with full title guarantee and by way of assignment of present and future copyright assign absolutely to us the full copyright in the products of your services hereunder for the full period wherever in the world enforceable together with all further rights therein to which you may be entitled and waiver of all performers' property rights any moral rights to which you are now or may in the future be entitled to pursuant to the provisions of this Copyright, Designs and Patents Act 1988 Sections 77, 80, 84 and 85 and any other legislation no existing or in the future enacted in any part of the world in respect of the product or services. You assign all rights to THE AGENCY of your personal image being used during this agreement in any format now or in the future by THE AGENCY in any format throughout the world.

**10 DATA PROTECTION**

You will for the purpose of the Data Protection Act 1998 consent to the processing of all or any personal data (in manual, electronic or any other form) relevant to your engagement by THE AGENCY and/or any agent or third party nominated by THE AGENCY and bound by a duty of confidentiality. Processing includes but is not limited to obtaining, recording, using and holding data and includes the transfer of data to any country either or outside the European Economic Area ("EEA").

**11 ENTIRE AGREEMENT**

These Terms supersede any previous agreement between us in relation to the matters dealt within it and represents the entire understanding between us.

**12 ACCEPTANCE**

THE AGENCY can at their discretion end your assignment at any time and withhold payment for breach of these terms along with the immediate removal of your profile from THE AGENCY database.

You acknowledge to adhere to these terms and conditions at the time of registration by ticking the acceptance box.

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