

## **TERMS AND CONDITIONS OF ENGAGEMENT "TERMS"**

**BETWEEN** Aesthetics Events Staff Limited (Registered Number 8027536) whose registered office is at 15a Birmingham Road, Millisons Wood, CV5 9AY (hereinafter referred to as "we", "us" or the "Company") AND the person whose details are set out in the attached form (hereinafter referred to as "you").

### **1. DEFINITIONS**

In these Terms (hereinafter called "Terms") "Client" means the client referred to in any attached Appointment Details. "Assignment" means a role to be performed for the period set out in any attached Appointment Details.

### **2. THE CONTRACT**

These Terms, constitute a Contract of Services between you and us and they govern all Assignments undertaken by you. The Assignments will concern the provision of [promotional services]. The Assignment will be deemed to have been accepted by you each time you accept a booking for an Assignment. However, no contract shall exist between us and you between Assignments (save where expressly provided to the contrary). This Assignment is not continuous with any previous period of work or Assignment for the Company with any other Client. You are engaged as a self-employed agency worker, although we may be required to make statutory deductions (including without limitation any National Insurance and Income Tax contributions) from your remuneration. No variation or alteration of these Terms shall be valid during the performance of any Assignment unless approved by both parties in writing. We reserve the right to vary the terms of any Assignment without liability by prior notice in writing at any time prior to any Assignment.

In these Terms, the Company will operate as an Employment Business as defined under the Conduct of Employment Agencies and Employment Businesses Regulations 2003. Nothing in this Agreement shall render you an employee, agent or partner of the Company and you should not hold yourself out as such.

### **3. HOLIDAYS**

The Company's holiday year runs from January to December. Under the Working Time Regulations 1998 you are entitled to pro-rata 28 days paid annual holiday (including bank holidays and statutory holidays) per annum. To the extent permissible by law, Fees paid hereunder are inclusive of 10.16% in respect of your 28 days paid annual holiday due under the Working Time Regulations 1998. For the avoidance of doubt, your entitlement to holiday pay is met by the 10.16% enhancement to your Fee. Holiday pay will not be paid at the time of taking the holiday.

### **4. ASSIGNMENTS**

We may offer you suitable Assignments on a non-exclusive basis (without being under any obligation to do so). You acknowledge that the nature of Assignments is such that there may be periods when no suitable Assignments are available and agree; (a) that suitability shall be determined solely by us. (b) that we shall incur no liability should we fail to offer you opportunities to fulfil any Assignment or Assignments. (c) that you will at our request at any time (whether before or after the commencement of any Assignment) withdraw from any Assignment forthwith following such request without any liability on our part to you. (d) save in respect of remuneration for hours worked, to indemnify us and hold us harmless in respect of all and any liabilities, losses, expenses, costs claims or damages incurred

or suffered by us as a result of us entering into these Terms with you or arising directly or indirectly as a result of any breach by you of any of these Terms or any negligent act or omission on your part whilst engaged on any Assignment unless the same is due to a proven negligent act or omission by us. (e) to the extent permissible by law to the processing of your personal data by us for the purposes set out in our web site privacy policy at Aesthetics [www.aesthetics.co.uk](http://www.aesthetics.co.uk) under applicable data processing legislation and as a separate and continuing warranty you hereby warrant to us the accuracy of such data each time you commence an Assignment.

For the purposes of calculating the average number of weekly hours worked by you on an Assignment, the start date for the relevant average period under the Working Time Regulations 1998 shall be 1 October 1998 or at the date on which you commence your first Assignment.

Prior to the commencement of any Assignment you will provide us with confirmation of:

- 4.1 your identity;
- 4.2 any qualifications (professional or otherwise) and copies of relevant documentation or certification; and
- 4.3 your willingness to work on the Assignment.

## **5. OBLIGATIONS**

You are not obliged to accept any Assignment offered by us but if you do so, throughout the duration of every Assignment for which you are engaged (or such other period where expressly stipulated in these Terms) you will: (a) Co-operate with the Client's staff and accept the direction supervision and instruction of any responsible person in the Client's organisation. (b) Observe any relevant rules and regulations of the Client's establishment to which your attention has been drawn or which you might reasonably be expected to ascertain. (c) Unless arrangements have been made to the contrary, conform to the normal hours of work in force at the Client's establishment. (d) Take all reasonable steps to safeguard your own safety and the safety of any other person who may be present or affected by your actions on the Assignment and comply with any health and safety policies of the Client. (e) Not engage in any conduct detrimental to the interests of the Client or us. (f) Not at any time divulge to any person, nor use for your own or any other person's benefit, any confidential information relating to employees, business affairs, transactions or finances of Client, or us, or the terms of the agreement between you and us. (g) When requested during the Assignment for whatever reason, or in any event upon the termination of an Assignment, you shall deliver to the Company or Client any books, documents, papers, materials, uniform and other property (including copies thereof) belonging to or relating to the business of the Client or us which may then be in your possession or under your control. (h) Refer any unsolicited requests or expressions of interest whatsoever made by or on behalf of any Client for the provision of services or the carrying out of work by you of which you become aware forthwith thereafter to us. (i) Comply with the stipulations in any health and safety risk assessment and training manual produced by us in relation to any Assignment and observe and perform all reasonable written rules and regulations of ours notified to you in writing before or during any Assignment upon which you are engaged and which shall be deemed to form part of and be incorporated into these Terms. (j) Not use the telephone, fax, email or computer systems belonging to the Client for personal usage, gain or benefit.

## **6. RESTRICTIONS**

You will not at any time during any Assignment nor for 24 months thereafter, directly or indirectly interfere with, seek, canvass, solicit or entice any business, orders or customer from any of our Clients or persons with whom we were in consultation with a view to those persons becoming Clients with whom you had contact during the last 24 months preceding termination of the Assignment (or the

duration of the Assignment if less than 24 months) to the intent that any of them cease to patronise our business or to the intent of directing their custom elsewhere. Nor will you at any time during any Assignment discuss any payment procedures, company terms, event or staffing issues direct with any Client and any enquiries of this nature if received by you must be directed to us. If you are in breach of any restriction in this Clause 6 then a fee of £450.00 will be invoiced directly to you and by accepting any Assignment you are confirming that this fee is reasonable.

## **7. NON COMPLETION OF ASSIGNMENT**

If you are unable or unwilling for any reason to commence or if applicable complete an Assignment, you must so inform us immediately to enable arrangements to be made for another suitable person to perform the services originally contracted for and if applicable set out in any attached Appointment Details. You are able to nominate a substitute to commence or complete an Assignment on your behalf by giving us notice and on the strict basis that your nominated substitute is suitable and agrees to these Terms. In the event of a complaint being made against you we reserve the right to withhold any sums otherwise due to you for 14 days from the due date pending an investigation. All complaints will be dealt with in accordance with the Company staff code of conduct. Where a complaint has been upheld, then without prejudice to the Company's existing rights, payment may be withheld in whole or in part at the sole discretion of the Company depending on the nature and circumstances of the complaint.

## **8. FEES**

The Fees applicable to you from time to time will be notified on a per Assignment basis and in advance of the Assignment commencing (if not set out on the attached Appointment Details) and in any event will be not less than National Minimum Wage currently in force for each complete hour actually worked by you during an Assignment (the "Fee"). The Fee will be paid on receipt of a valid invoice which must be submitted either in hard copy or via the 'connect' system and be received within 7 days. Invoices received after this period may not be paid. Once submitted an invoice cannot be altered. You will be contracted on a self-employed basis and therefore responsible for your own tax and national insurance contributions. You will be paid the Fee in respect of hours worked on the Assignment. You will be paid the Fees owed to you for hours worked regardless of whether the Company has received payment by the Client for your services. You are not entitled to receive payment from us or our Clients for the time not spent on Assignment, whether in respect of illness or absence or any other reason.

Where services are provided to the Client by you as one of the officers or agents of a limited company, that company will receive payments in gross from us together with any VAT thereon where applicable and subject always to the delivery of a valid VAT invoice from the company addressed to us.

Unless stipulated otherwise on the attached Appointment Details we will make payments to you as set out above monthly in arrears for each complete hour for which you are engaged upon an Assignment in the month preceding payment and for which a valid invoice is received.

The Company may from time to time engage the services of an independent company to oversee and facilitate payments to you. You may receive payments directly from the third party company however you remain bound at all times by these Terms.

## **9. NOTICE AND TERMINATION**

We reserve the right to cancel the contract between us and/or instruct you to end the Assignment, without liability (except for remuneration for hours worked). at any time forthwith by giving notice in

writing or if the circumstances warrant by verbal notice from an authorised representative of the company. Notice in writing will be given to the address stipulated by you in the attached form.

You may terminate an Assignment at any time during an Assignment by giving us no less than [one week's] notice in writing. If you fail to complete the total Assignment, or fail to attend work for any reason the Assignment shall thereupon terminate and all outstanding remuneration shall become payable. For any assignment that is not totally completed, cancelled by you within 24 hours or you fail to turn up on then an administration fee of £30.00 will be invoiced for the cost of replacing you.

We shall not be liable to you for any period in which performance hereunder is delayed by circumstances beyond our reasonable control.

#### **10. FORCE MAJEURE**

We shall not be liable to you for any period in which performance hereunder is delayed by circumstances beyond our reasonable control.

Neither party shall be liable to the other for any loss or damage which may be caused by any acts, events, omissions or accidents arising which is beyond the reasonable control of the affected party strikes, lockouts or other industrial disputes (whether involving the workforce of the company, personnel engaged by the company or any other party), failure of a utility service or transport network, act of God, inclement weather, fire, flood, disaster, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors or act of omission by any government or competent authority.

#### **11. INTELLECTUAL PROPERTY**

You hereby irrevocably and unconditionally assign to us all Intellectual Property Rights in the products of your services, together with any future rights that may accrue and the obligations under this clause will continue indefinitely.

#### **12. PROFILE DATA**

By completing your registration or managing your profile details on any of our websites or management systems you are authorizing your details to be used in conjunction with other related websites and services. Additional Terms and conditions apply.

#### **13. ASSIGNMENT OF TERMS**

We may assign charge or otherwise deal with the benefit of these Terms in any way and our rights hereunder shall inure to the benefit of our successors in title and assigns.

#### **14. EXPIRY OF TERMS**

All the provisions of these Terms which are intended by their nature to survive their cancellation termination or expiry shall continue in full force following such cancellation termination or expiry for so long as may be required to give effect thereto.

#### **15. THIRD PARTIES**

Nothing in these Terms shall confer or purport to confer on any third party any benefit or the right to enforce any Terms for the purposes of the Contracts (Rights of Third Parties) Act 1999.

**16. GOVERNING LAW AND JURISDICTION**

These Terms are governed by English law and are subject to the exclusive jurisdiction of the English Courts.