

## Terms and Conditions of Business

These Terms and Conditions shall apply to each Assignment entered into between you and TempTribe (registered as LOLA Events Limited), an employment business, ('we', 'our' or 'us') of Unit 2 New North House, 202-208 New North Road, London, N1 7BJ.

### 1. Definitions and Interpretation

1.1. In these terms and conditions the following words and phrases have the following meaning:

**'Assignment'** means our provision of Worker(s) to you for the provision of Services at an Event or Job as detailed in an Assignment Request, Staff List and Booking Confirmation under these terms and conditions;

**'Assignment Request'** means a request from you in writing for us to provide Workers for an Event or Job;

**'Booking Confirmation'** means your acceptance of a Staff List or invoice and confirmation of an Assignment whether verbal or in writing;

**'Commencement'** means the date and time that an Assignment is scheduled to commence as set out in an Assignment Request;

**'Event'** means your event or party detailed in an Assignment Request;

**'Job'** means the role detailed in an Assignment Request;

**'Fees'** means the fee payable by you in accordance with clause 3;

**'Worker'** means an individual provided by us to perform Services for you at an Event;

**'Minimum Fee'** : our minimum fee is 4 hours per staff member multiplied by the rate agreed with you in advance of the event

**'Services'** means the range of duties to be performed by the Workers at an Event based on the job descriptions detailed in an Assignment Request;

**'Staff List'** means a description of each Worker available for your Event together with the hours they are required to provide Services.

**'Website'** means our website located at [www.temptribe.co.uk](http://www.temptribe.co.uk)

1.2. Unless the context otherwise requires references to the singular include the plural.

### 2. Acceptance, Variation and Cancellation

2.1. To be valid Assignment Requests must be made or confirmed by you in writing, by email or via bookings on the Website.

2.2. On receipt of an Assignment Request we will provide you with either an invoice or a Staff List for your Event of which either may be considered as our offer to perform an Assignment.

2.3. We will be entitled to consider an Assignment as accepted by you if you provide us with a Booking Confirmation or fail to provide us with notice cancelling an Assignment at least 7 days prior to Commencement.

2.4. On receipt of a Booking Confirmation we will endeavour to book the Workers from the Staff List for your Event or Job. Should such Workers become unavailable we will endeavour to book replacement Workers of comparable experience, presentation and attitude for your Event or Job.

2.5. You accept and acknowledge that once you have provided a Booking Confirmation an Assignment may only be varied at our discretion and may result in an increase to the Minimum Fee.

2.6. If you cancel an Assignment within:

2.6.1. (30) thirty days, but more than twenty four (24) hours prior to Commencement we may charge you up to fifty per cent (50%) of the Minimum Fee; and

2.6.2. twenty four (24) hours of Commencement we will charge you up to one hundred per cent (100%) of the Minimum Fee and the workers will be paid for 4 hours. The only exception will be a situation considered 'force majeure'. These may include an act of God, national emergency, disruption by other hostilities, prohibitive Government regulations, substantial inclement weather or police advice.

### 3. Fees, Expenses and Payment

3.1 In consideration for each Assignment you agree to pay us the greater of the Minimum Fee or an amount equal to the hours worked on the Assignment (to the nearest quarter hour) by each Worker as provided to you for an Event or Job.

3.2 We will endeavour to invoice account clients within seven (7) days of the end of an Assignment and the payment of Fees (plus VAT if applicable) and reimbursement of expenses will be due within fourteen days of your receipt of our invoice unless otherwise agreed.

For all new clients we will endeavour to invoice at least forty eight (48) hours prior to an Event or Job and the payment and reimbursement of expenses will be due twenty four (24) hours prior to the Event or Job. If we do not receive payment in advance of the event we may cancel the booking, as per section 2.6.2 this will result in a charge of the minimum fee

3.3 We require that you submit timesheets for each Worker on an Assignment within two (2) days of the end the Assignment. In the absence of such timesheets we will calculate Fees due on the time estimates submitted to us by each Worker and charge accordingly.

3.3 Notwithstanding our statutory rights we reserve the right to charge interest if we do not receive payment in full by the due date for each invoice. Interest will be charged on a daily basis (before and after judgment) until payment at 4% over the base rate of Lloyds Bank plc from time to time.

3.5 We require valid credit card details to confirm all bookings. Credit card details are held only until the assignment has been completed. In the event that any assignments run longer than scheduled, the credit card shall be charged at the agreed hourly rate. Once all payments have been finalised credit card details shall be deleted.

### 4 Our Assurances

4.1 We warrant that each Worker has been individually interviewed and assessed and has been chosen for your Event or Job on the basis of their presentation, experience and attitude.

4.2 On your written request we will perform security checks on prospective Workers on an Assignment, provided such checks are permissible under Data Protection legislation and/or any other relevant laws and regulations. You agree to indemnify us and keep us indemnified against any loss and damage suffered by us arising from our performance of such security checks at your request.

4.3 Should a Worker fail to arrive at your Event or Job or be unable to perform an Assignment satisfactorily, we will use our reasonable endeavours to replace them with an appropriate Worker. However, you agree that this will be your sole remedy in relation to such failures and we will have no further liability to you.

4.4 We will remain responsible for payment of any earnings to Workers and accountable to the Inland Revenue in relation to such earnings.

4.5 We confirm that we maintain suitable Employers Liability Insurance and Public Liability Insurance with a limit of at least £5 million respectively.

### 5 Your Responsibilities

5.1. You will be responsible for all Workers from the moment they arrive at an Event or Job until you dismiss them at the end of an Event or Job. During an Event or Job the Workers will be under your sole direction and supervision and we will bear no liability whatsoever for any errors or omissions caused by a Worker due to your lack of control, instruction, or suitable supervision.

5.2. You undertake to ensure that reasonable, safe and adequate working conditions are provided for Workers at your Event or Job and Workers will be fully briefed before commencing the Services and given adequate and prompt assistance as and when required thereafter. You are solely responsible for the health and safety of Workers while they are providing the Services to the same extent as they were your employees. For the avoidance of doubt this includes travel to and from an Event or Job whether arranged by you or by us in accordance with your instructions.



5.3. You will, in all matters arising in relation to an Assignment, comply with all Acts of Parliament, including European Legislation that is applicable to an Event or Job and/or the provision of the Services. In particular, you undertake to comply with all relevant health and safety legislation and work policies and all other rights and regulations to which Workers are entitled. This includes breaks; of which workers have the right to one uninterrupted 20 minute rest break during their working day if they work 6 hours or more in one assignment. Employers can dictate when employees take rest breaks during work time as long as it is not at the beginning or end and workers are allowed to spend it away from their workstation. It doesn't count as a rest break if an employer says an employee should go back to work before their break is finished.

5.4. You will effect and maintain suitable insurance including Employers and Public Liability insurance with a reputable insurance company to cover you against any liabilities which may arise out of or in connection with the performance of your obligations to Workers during an Assignment and such insurance should cover the holding of the Event or Job as well as the guests who attend, our staff and all operators and contractors and other personnel working at the Event or Job.

5.5. You acknowledge and agree that you must satisfy yourself that Workers provided by us pursuant to an Assignment are suitable and able to safely operate any equipment, machinery and vehicles required within the scope of the Services they are to provide, prior to the commencement of the Event or Job.

5.6. If you decide a Worker is not suitable for an Event or Job you must inform us within the first three hours of the event stating why the person is deemed to be unsatisfactory and we will use our reasonable endeavours to provide a replacement Worker. We cannot guarantee that we will be able to provide a replacement worker and accept no liability for failing to do so.

5.7. You agree to comprehensively insure any vehicle used by a Worker in the course of providing you with Services and to ensure that such vehicle is road worthy and does not breach any statute, law or regulation.

5.8. You acknowledge that Workers may refuse to serve alcohol to any person attending an Event if in their opinion that individual is drunk, is underage or is obtaining alcohol on behalf of an individual who is drunk or underage even where this contravenes a direct instruction from you or your employees.

5.9. You will indemnify us and keep us indemnified against any losses, claims, demands, actions, proceedings, damages and other costs arising out of your failure to comply with your obligations in these terms and conditions and/or pursuant to an Assignment and for any liability incurred by us arising from your acts or omissions or those of the guests at your Event or Job.

## 6. Transfer Fees

6.1. In the event that you engage a Worker, either directly or through another employment business or employment agency, during an Assignment or within the "Relevant Period" (as set out in the regulation 10 of The Employment Agency's Act) you will be liable to pay us an Introduction Fee.

6.2. For the purposes of this clause 6, an "Introduction Fee" means:

6.2.1. a fee equal to 15% of the gross annual salary and taxable emoluments payable to the Worker by you; or

6.2.2. if you fail to confirm the Worker's annual salary or the Worker is engaged through another employment business, a fee equal 15% of the Worker's estimated annual salary, calculated by multiplying the Worker's hourly rate by 1950 (i.e. 37.5 hours x 52 weeks)

6.3. Where you elect, by giving written notice you may, as an alternative to paying the Introduction Fee, choose to extend the Worker's period of hire by 30 assignments ("Extended Period") during which you will continue to pay the fees agreed pursuant to the Assignment for each hour the Worker is supplied. We will not increase the fees payable for the Worker during the Extended Period unless such increase has been agreed with you before you give notice required by the clause.

6.4. If within the Relevant Period pursuant to the supply of a Worker to you by us you pass on a Worker or details of a Worker to any third party who engages and/or employs the Worker you will also be liable to pay an Introduction Fee.



## 7. Agency Workers Regulations

7.1 You acknowledge that the Agency Workers Regulations 2010 (“AWR”) may apply to the Workers engaged by you under this Agreement. If applicable, the Workers shall qualify for equal treatment under AWR (including “Day 1 Rights” and rights after a qualifying period of 12 weeks (“Qualifying Period”).

7.2 You are responsible for compliance with the Day 1 Rights in accordance with Regulations 12 and 13 of AWR (rights of Agency Workers in relation to access to collective facilities and amenities).

7.3 You acknowledge we have no responsibility or ability to provide the Day 1 Rights and that you shall indemnify and hold us harmless in respect of any claim relating to Day 1 Rights by a Worker.

7.4 To enable us to comply with our obligations under AWR you shall as soon as possible prior to the commencement of each Assignment and/or during each Assignment (as appropriate) and at any time we request inform us of any weeks in which the Worker has worked in the same or a similar role with you via any third party prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment which may count towards the Qualifying Period. You shall also provide details of where, when and the period(s) during which such work was undertaken and any other details reasonably requested by us, within two (2) working days of the request.

7.5 You shall provide, subject to data protection legislation, within two (2) working days of any request from the Company, accurate and comprehensive “Comparator” information as defined under AWR with specific reference to Regulation 5.(2) and 6 of the regulations, to enable us to comply with our obligations under AWR. You shall also provide the Company with written details of its pay and benefits structure, bonus and appraisal processes, if applicable, and any variations of the same. You shall advise us of any subsequent changes to Comparator information supplied to us (including, but not limited to, pay increases and bonus payments which impact the Comparator data). In addition, for the purpose of awarding any bonus to which the Worker may be entitled under AWR you shall provide us with all assistance as may be reasonably requested in connection with the assessment of the Worker’s performance for the purpose of awarding any bonus.

7.6 On completion of the Qualifying Period a Worker shall be entitled to the same basic working conditions, and employment terms and conditions as they would have received had they been employed directly by you. We will assess, based on information provided by you, the impact of the Comparator information on the supply of the Worker and shall advise you of any change to fees or terms and conditions applicable to the Worker’s Assignment and the effective date of change.

7.7 You shall inform us in writing of any:

(a) oral or written complaint the Worker makes to you which is or may be a complaint connected with rights under AWR;

(b) written request for information relating to the AWR rights that you receive from the Worker; as soon as possible but no later than seven (7) days from the day in which any such oral or written complaint or request is received by you. You will take such action and give such information and assistance as we may request, and within any such timeframe requested by us, in order to resolve any such complaint or to provide any such information in a written statement to the Worker within 28 days of our receipt of such a request in accordance with Regulation 16 of AWR. If you respond directly to the Worker, you shall provide us with a copy of any such written statement.

## 8. Limitation of Liability

8.1 Subject to clause 8.2 in no circumstances will we be liable for any indirect, consequential or incidental injury, loss (including, but not limited to, loss of profit or loss of business), damage cost or expense of any kind whatever, even if we knew or had been advised of such possibility.

8.2. We do not seek to limit or exclude our liability for death or personal injury resulting from our negligence where it is not lawful to do but in every other circumstance whether in contract, tort (including negligence), misrepresentation (unless fraudulent), strict liability or other liability, including liability for the acts or defaults of our employees, agents, contractors or the Workers our maximum liability to you will not exceed the Minimum Fee for each Assignment performed in the three months prior to the event causing such liability.

## 9. Miscellaneous

9.1 We will not be held liable or be deemed to be in breach of these conditions by reason of any delay in performing or failure to perform any of our obligations hereunder if the delay or failure is due to any cause beyond our reasonable control which may include without limitation an act of God, national emergency, disruption by other hostilities, prohibitive Government regulations, substantial inclement weather, police advice, ill health or any other cause beyond our reasonable control rendering performance by us impossible, impracticable or otherwise such that the services or the event cannot reasonably be expected to take place.

9.2 Neither party may assign any rights or liabilities under these terms and conditions without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.

9.3 Nothing in these terms and conditions is intended to infer on any third party any benefit or the right to enforce any term of the agreement.

9.4 If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions and the remainder of the provisions in question will not be affected.

9.5 Nothing in these terms and conditions will create, or be deemed to create, a partnership or a relationship of employer and employee or agent and principal between the parties.

9.6 These terms and conditions together with each Assignment constitute the entire agreement between the parties and supersede any previous arrangements and agreements relating to the same subject matter.

9.7 These terms and conditions prevail over your standard conditions, any conditions customary in the trade and conditions, which may have been previously applied between the parties. For the avoidance of doubt the provision set out in an Assignment are in addition to and, where relevant, supersede the provisions of these terms and conditions.

9.8 Any waiver, substitution, modification or addition to this contract must be expressly agreed in writing by the parties

9.9 These terms and conditions and each Assignment will be governed by the laws of England.

