

IMPACT MODELS

Terms and Conditions for promotional people

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1. THE AGENCY (IMPACT MODELS)

Impact Models will act as an employment business as required by the Department of Employment regulations for placing promotional people on assignments.

Impact will secure the best terms possible with Clients, paying particular attention to staff safety, working conditions, hours and fees.

Whilst we will promote individuals for assignments we can not guarantee selection, the ultimate decision is always with the Client. As you already know, those individuals with a reputation for professionalism are always those who are offered the most work. Remember reputation is everything in this industry.

In brief, we will do our best for you and expect no less in return.

The type of work you could expect to be booked on could be anything from leafleting, exhibition work, product sampling, corporate hospitality, face to face brand promotion to working at sporting events as a brand ambassador. Through our extensive Client database we will endeavour to secure appropriate bookings depending on your skills.

2. ETIQUETTE

Whilst on an assignment there are certain fundamental conduct issues which have to be adhered to, they are as follows:

- Mobile phones are to be switched off during working hours.
- All food and drink to be consumed during allocated breaks.
- If you are a smoker please ensure you smoke in designated smoking area and smoking must be in break time.
- Rates not to be discussed with the Client.
- Always arrive 15 minutes prior to commencement of assignment.
- Always stick to your first booking.

We require a high standard of professionalism and this should cover all aspects connected with your work. Remember you are the public face of the Company you are working for and as such should always present yourself and the product to the best of your ability. Enjoy your work and be amiable to the Client but do remember that over-familiarity can lead to problems and should be avoided. The promotional person must immediately notify the Agency of any direct offer of work from any Client of the agencies or any associate of the Client's introduced to by the Agency. The promotion person agrees that they will not accept any paid or unpaid offers of employment from the Agencies Client's or any associates of the Agencies Clients. **In this instance any promotion person found to directly be working for a Client introduced to by Impact or their associates will be instantly removed from our books. This could lead to legal proceedings.**

Under no circumstances must a promotion person divulge their personnel details to the agencies Client's or any associate of the agencies Client. This is to include telephone number, address, email address, and social media.

Any promotion person approached by a Client for work, the work and the Client must be referred back to the Agency. The promotion person will not miss out on the booking but Clients of the Agency and their bookings MUST go through the Agency.

3. TERMS FOR BOOKING

When given an assignment we will take verbal acceptance, text message, or confirmation email from you agreeing to do undertake the booking as confirmation of the booking; you will then be given written confirmation in the form of an email. The email include all details of timing, fees, job requirements, venues, other models booked and clothing needed. These details will be provided to you by email, if this is not possible we will verbally give all the information to you. It is your responsibility to ensure you have all of the necessary information for the assignment and that you know where you are going. This includes suitable directions/map and that you know where you are going. Google Earth gives very good directions as does <http://www.rac.co.uk/web/routeplanner/> if planning your journey by train www.trainline.com is excellent.

Assignment obligation

You are not obliged to accept any assignment offered by the Agency. However, if you choose to do so, the following regulations are enforceable for the duration of the activity:-

- 3.1 Co-operate fully with fellow promotional persons placed on the assignment with you by the Agency and accept the direction, supervision and control of any responsible person working on behalf of the Agency.
- 3.2 Observe any relevant rules and regulations of the Agency stipulated within these terms and conditions or otherwise stipulated in the assignment brief or by word of mouth by a representative of the Agency or which you might reasonably be expected to ascertain.
- 3.3 Adhere to the stipulated hours of work communicated to you either in writing or verbally by the agency.
- 3.4 Take all reasonable steps to safeguard your own safety and the safety of any other person who may be present or affected by actions on the assignment and comply with any health and safety policies of the Agency.
- 3.5 Not engage in any conduct detrimental to the interests of the Client or the Agency
- 3.6 Not at any time divulge to any person, nor use for your own or any other persons benefit, any confidential information relating to employees, business affairs, transactions or finances of Clients, us or the terms of the agreement between you and us.
- 3.7 Comply with the stipulations in any health and safety risk assessment and training manual produced by Impact or by our Client in relation to any assignment and observe and perform all reasonable written rules and regulations of ours notified to you in writing or verbally 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.
- 3.8 Please keep a record of all bookings with dates, times, companies, hours worked etc.

4. DISMISSAL and STRIKES

At Impact Models we operate a "3 strike's and your out" system. You can pick up a strike for lateness, leaving early without prior consent from the Client; poor quality of work as well as any points not adhered to in clause 2, 7. You will be notified in writing if you receive a strike. If you are found giving your personal contact details out to a Client or any associate of the Client (this is to include make-up artists, hairdressers and photographers) this would be instant dismissal.

5. PAYMENT AND INVOICING

If expenses have been authorised then the Agency must be invoiced for these together with the relevant VAT travel receipts. All invoices for expenses must reach us within 7 days of the assignment ending to ensure payment. If you cannot get them to the Agency within this period please let us know ASAP.

The payroll is run monthly on the 15th of the month; you will be paid for all promotion work a month in arrears. Please note the 15th is the day that salaries **leave** our bank by bacs and we would expect the monies to hit your bank account the same day.

New staff will need to complete a New Starter form. Tax and National Insurance contributions will then be taken at source as governed by the Inland Revenue contributions Agency. If you are a student and in full time education you will need to submit proof to the Agency and complete a P38.

All of these forms can be emailed to you by the Agency. Please advice which the correct one for you is and we can email this to you.

Impact will guarantee that we will still pay you in respect of **satisfactory** work done by yourself should we be in the position where we are not paid by our Client.

6. 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 of copyright wherever in the world enforceable together with all further rights therein to which you may be entitled and waive any moral rights you may have therein to us.

7. DATA

To the extent permissible by law to the processing of your personal data, 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. The Agency is fully entitled to use any imagery provided by you to the Agency for any purpose that they may deem fit, including the Agency website, and Agency paraphernalia and communication between Agency and Client. You agree to waive any moral rights you may have if the use of your imagery is in the interest of the Agency.

We may assign a change 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. All the provisions of these terms which are intended by their nature to survive their cancellation termination or expiry shall continue in force following such cancellation termination or expiry for so long as may be required to give effect thereto. Nothing in any agreement governed by these terms shall confer or purport to confer on any third party and benefit or the right to enforce any term of any agreement governed by these terms for the purposes of the contracts (Rights of third parties) Act 1999.

These terms governed by English Law and are subject to the jurisdiction of the English Courts.

8. RATES

The fee we quote you for **promotion jobs** at the time of booking is the fee you receive; our commission has already been taken out. The **minimum** hourly rate for promotional assignments should expect to receive is £10 per hour.

9. AGENCY HOURS

The office is generally open from 9am-5.30pm from Monday to Friday. **In case of emergencies you can contact Christine Cartwright on 07958 242855 24 hours a day.**

10. CANCELLATIONS / SICKNESS

A verbal acceptance is taken as confirmation of booking. If you do have to cancel a job please notify us by telephone immediately to allow us to find a replacement.

If you are unable to commence or complete an assignment due to sickness, you must inform the Agency immediately to enable arrangements to be made for another suitable person to perform the services. The Agency reserves the right to insist on the production of a doctor's note or similar medical document providing the stated sickness.

11. APPEARANCE

We would expect all Impact Promotional people to be well groomed, bubbly and professional for all assignments. For girls this means fingernails and toe nails to be well manicured. Natural tones with your make-up unless otherwise stated; hair must be freshly washed & styled. Jewellery must be kept to a minimum. Guys should always be clean shaved- and again hair well groomed.

12. CHANGES

It is vitally important that you keep the Agency up to date with any changes to your contact information i.e. telephone number, address etc also it is equally important that you keep us up to date with changes to your appearance i.e.: change of hair style or hair colour.

13. TIMINGS

All timings will be stated on your booking details, these should be strictly adhered to. We expect you to allow yourself plenty of time to get to venues taking into account traffic jams, train strikes and the possibility of getting lost. Always aim to arrive at least 15 minutes before your start time. If for any reason you are running late you must telephone the Agency so we may inform our Client. Or if it is a weekend booking you must telephone Christine or (whoever is the Agency contact on your assignment details).

14. HOTELS

Accommodation is not provided unless stated on your contract. Clients will all have different budgets we will notify you of allowances on your contract. However, all incidentals e.g. newspaper, phone calls and drinks etc. will be payable by yourselves and should be settled on the morning of departure.

15. CLIENT REFERRAL

If the promotion person refers a Client to the Agency and as direct result the Client makes a booking with Agency the promotion person will be financially rewarded.

16. LEAVING THE AGENCY

You do not need to give the Agency a notice period, should you wish to leave the Agency simply inform us that you no longer wish to work for the Agency and we will remove your details from our database.

17. CONFIDENTIALITY

Both during this Agreement and after its termination you shall treat as confidential and shall not use or disclose to any person, firm or Company, any confidential information belonging to the Agency (or any of its subsidiaries) nor permit its use or disclosure. The term "confidential information" shall include, but not necessarily be limited to, all information which is not publicly known including any trade secrets, know-how or other commercially sensitive information. Examples of such information include clients names, training material, fees paid to suppliers and contractors and details of personnel and their contracts.

18. MODIFICATION OF TERMS AND CONDITIONS

Impact Models reserves the right to change the terms and conditions. You are responsible for regularly reviewing these terms and conditions and any additional terms. Your continued use of Impact Models constitutes your agreement to all such terms and conditions.

19. DATA PROTECTION

Impact Models respects the privacy of all personal data provided. We use our best endeavours to comply with the Data Protection Act 1998 at all times. Impact Models will use the information you provide only for the purposes of registration, casting breakdowns, travel arrangements with other models, newsletters or providing information about its services from time to time.

Please sign to acknowledge that you have read and agree with the terms and conditions of Impact.

Print name.....

Sign.....

Date.....