



Terms and Conditions of Business

These Terms and Conditions shall apply to each Assignment entered into between you and Event Staff Scotland Ltd Limited an employment business, ('we', 'our' or 'us') of 20 Dunlop Crescent, Glasgow, Scotland, G33 6GS.

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 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;

'Quote' means our estimated fee for the Services you require;

'Booking Confirmation' means your acceptance of a Quote 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 (Worker) 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;

'Website' means our website located at www.eventstaffscotland.co.uk

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

2. ACCEPTANCE, VARIATION, PAYMENT & 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 a Quote for your Event of which 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. At the time of confirming the Booking a 25% non-refundable deposit is required. The balance will be payable in full 7 days prior to the Event or Job. If the balance is not paid we will not attend the Event or Job and the deposit will not be refunded.
- 2.5. On receipt of a Booking Confirmation we will endeavour to book the Workers 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.
- 2.6. 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.
- 2.7. Should you require the Workers to finish prior to the agreed end time of the Event or Job, no reduction in fees will be made.
- 2.8. Should you wish to increase the number of Workers or Hours during an Event or Job please contact Event Staff Scotland Ltd directly.
- 2.9. It is important that you are as specific as possible when booking as regarding the tasks involved so we can allocate the most suitable workers and charge accordingly for this. Please be aware failure to do this may result in an additional invoice being raised for extra services which were not previously booked.
- 2.10. Cancellations with 7 or less days' notice will be charged at 75% of the job cost. 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.
- 2.11. Should the Job or Event vary in the hours quoted you agree to pay us the greater of:
 - a) the Minimum Fee or
 - b) the Fee for the hours worked (to the nearest quarter hour) by each Worker as provided to you for an Event or Job.
- 2.12. Should the number of Workers provided be less than the number booked and paid for by you for an Event or Job, we will issue a refund for the difference in cost.

3. OUR ASSURANCES

- 3.1. 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.
- 3.2. 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.
- 3.3. We are responsible for the payment of earnings to Workers and will undertake these payments in a fair and timely manner.
- 3.4. We confirm that we maintain suitable Employers Liability Insurance and Public Liability Insurance with a limit of at least £1 million respectively.



4. YOUR RESPONSIBILITIES

1. During an Event or Job Event Staff Scotland Ltd will manage the Workers with your direction. However, 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.
2. Should you book an Event that requires a senior staff member one must be provided by yourself or Event Staff Scotland Ltd. Should the provision of a senior staff member not be made via Event Staff Scotland Ltd, the management, organisation, control, and logistics of the Event are entirely the responsibility of you, the Client. No liability for managing or directing the team will be taken by Event Staff Scotland unless by prior arrangement and booking of a senior staff member.
3. 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.
4. A safe and private area should be provided for the Workers to change in, if required.
5. If large props or equipment need to be loaded on Site for the Event or Job, loading instructions should be provided seven (7) days proper to the Event or Job. These instructions should give details of where and when the large props or equipment can safely and securely be given access to the Site.
6. 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. Work breaks must not be cut short or cancelled.
7. You will effect and maintain suitable insurance including 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 Workers and all operators and contractors and other personnel working at the Event or Job. 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.
8. You acknowledge and agree that if necessary an appropriate Risk Assessment must be carried out within the Venue to ensure the safety of the Worker and your customers. We will provide the necessary Risk Assessment and they will be in addition to any current Risk Assessment that you hold on site. This is in particular reference to Walkabouts, Stilts, Fire and Costume Workers.
9. 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.

10. 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.
11. 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.
12. 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.
13. Please do not approach or solicit our Workers to work directly for you. Our Workers are contracted to work solely for Event Staff Scotland Ltd and will report any solicitation directly back to us. A non-solicitation charge of 25% of the Event cost will be enforced and pursued should you solicit our Staff.
14. Should you require further assistance in the organization or management of Workers at your Event please contact us or refer to our operational advice which can be found in the blog section of www.EventStaffScotland.co.uk. This may help you to plan your Event and utilise Workers in the most efficient way for your Event.
15. Any contact made with Event Staff Scotland Ltd to organize Workers, Jobs and Events should be within the hours of 9am and 6pm between Monday and Friday on 0141 266 0250. If there is an emergency regarding your Job or Event out of hours please contact 0141 266 0250 or email enquiry@EventStaffScotland.co.uk.

2. LIMITATION OF LIABILITY

- 5.1 Subject to clause 5.2 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.
- 5.2 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.

6. MISCELLANEOUS



- 6.1. 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.
- 6.2. 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.
- 6.3. Any complaint regarding the booking must be made within 24 hours of the Job Date. Should any complaint be made after this time we may not be able to take any appropriate action.
- 6.4. 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.
- 6.5. 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.
- 6.6. 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.
- 6.7. 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.
- 6.8. 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.
- 6.9. Any waiver, substitution, modification or addition to this contract must be expressly agreed in writing by the parties.
- 6.10. These terms and conditions and each Assignment will be governed by the laws of Scotland.