



## Terms and Conditions of Business

Event Staff Scotland Ltd, an event staffing agency, of 20 Dunlop Crescent, Glasgow, Scotland, G33 6GS, applies these Terms and Conditions to each Assignment entered into with you.

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### Definitions and Interpretation

In these Terms and Conditions, the following definitions apply:

- **Assignment:** The provision of Contractor(s) to you for Services at an Event or Job as detailed in an Assignment Request and Booking Confirmation.
  - **Assignment Request:** A written request from you for us to provide Contractors for an Event or Job.
  - **Quote:** Our estimated fee for the Services you require.
  - **Booking Confirmation:** Your acceptance of a Quote and confirmation of an Assignment, either verbally or in writing.
  - **Commencement:** The scheduled start date and time of an Assignment as set out in an Assignment Request.
  - **Event:** Your event or party detailed in an Assignment Request.
  - **Job:** The role detailed in an Assignment Request.
  - **Fees:** The fee payable by you, as per clause 3.
  - **Contractor:** An independent individual we provide to perform Services for you at an Event.
  - **Minimum Fee:** Our minimum fee is 5 hours per Contractor, multiplied by the rate agreed with you in advance of the event.
  - **Services:** The range of duties to be performed by the Contractors at an Event, based on the job descriptions detailed in an Assignment Request.
  - **Website:** Our website located at [www.eventstaffscotland.co.uk](http://www.eventstaffscotland.co.uk).
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## 2. Acceptance, Variation, Payment & Cancellation

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



2.2 Upon receiving an Assignment Request, we will provide a Quote, which constitutes our offer to perform the Assignment.

2.3 An Assignment is considered accepted if you provide a Booking Confirmation or fail to cancel at least 7 days prior to Commencement.

2.4 A 25% non-refundable deposit is required at Booking Confirmation. The balance is payable 7 days before the Event or Job. Failure to pay the balance results in non-attendance and forfeiture of the deposit.

2.5 Upon Booking Confirmation, we will book Contractors for your Event or Job. If a Contractor becomes unavailable, we will endeavour to provide a replacement with comparable experience and skills.

2.6 Post-Booking Confirmation, any variations to the Assignment may be at our discretion and could increase the Minimum Fee.

2.7 If Contractors finish earlier than the agreed time, no reduction in fees will be made.

2.8 For additional Contractors or hours during an Event or Job, contact Event Staff Scotland Ltd directly.

2.9 Be specific in your booking regarding tasks, as failure to do so may result in an additional invoice for extra services not previously booked.

2.10 Cancellations within 7 days will incur a 75% charge of the job cost, except in force majeure situations.

2.11 You agree to pay the greater of the Minimum Fee or the Fee for the actual hours worked by each Contractor.

2.12 If fewer Contractors are provided than paid for, we will refund the cost difference.

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### **3. Our Assurances**

3.1 Each Contractor is individually interviewed and assessed, chosen based on presentation, experience, and attitude.

3.2 If a Contractor fails to arrive or perform satisfactorily, we will endeavour to provide a replacement.

3.3 We are responsible for Contractor payments and will undertake these in a fair and timely manner.



3.4 We maintain suitable Employers Liability Insurance and Public Liability Insurance, each with a minimum limit of £1 million.

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#### **4. Your Responsibilities**

4.1 While Event Staff Scotland Ltd coordinates Contractors, any errors due to your lack of control or instruction are not our liability.

4.2 Senior personnel for an Event must be provided by you or agreed with us. Management responsibility lies with you unless otherwise arranged.

4.3 Ensure safe and adequate working conditions for Contractors, including briefings, assistance, and adherence to health and safety standards.

4.4 Provide a private area for Contractors to change, if necessary.

4.5 For large props or equipment, provide loading instructions seven days prior to the Event or Job.

4.6 Comply with all relevant legislation, including health and safety, worker rights, and breaks.

4.7 Maintain suitable Public Liability insurance covering the Event, guests, Contractors, and all personnel.

4.8 Assess Contractors' suitability for equipment and machinery operation.

4.9 Carry out Risk Assessments for specific activities like Walkabouts, Stilts, Fire, and Costume Workers.

4.10 Inform us within the first three hours if a Contractor is unsuitable for replacement purposes.

4.11 Insure any vehicles used by Contractors.

4.12 Contractors may refuse to serve alcohol to individuals deemed drunk or underage.

4.13 Indemnify us against losses arising from your failure to comply with these terms and obligations.

4.14 Soliciting our Contractors for direct engagement without our involvement incurs a 25% charge of the Event cost.

4.15 For further assistance, refer to our operational advice or contact us.

4.16 Contact us for emergencies or inquiries within business hours.



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## **5. Limitation of Liability**

5.1 General Limitation: We shall not be liable under any circumstances for any indirect, consequential, or incidental damages. This includes, but is not limited to, injuries, losses (such as loss of profit or business), damages, costs, or expenses of any kind, even if we were previously advised of the potential for such damages.

5.2 Exceptions and Maximum Liability: Our liability for death or personal injury caused by our negligence is not limited or excluded, as per legal requirements. However, for all other liabilities, whether arising from contract, tort (including negligence), misrepresentation (except if fraudulent), strict liability, or any other form of liability, including those relating to the actions or inactions of our employees, agents, contractors, or Contractors, our maximum liability to you will not exceed the Minimum Fee charged for each Assignment carried out in the three months leading up to the event that caused the liability.

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## **6. Miscellaneous**

6.1 We are not liable for delays or failures due to circumstances beyond our control.

6.2 Assignment rights or liabilities cannot be assigned without prior written consent.

6.3 Complaints must be made within 24 hours of the Job Date.

6.4 No third-party rights are conferred by these terms.

6.5 Invalid provisions do not affect the validity of the remaining terms.

6.6 These terms do not create a partnership, employer-employee, or agent-principal relationship.

6.7 These terms and each Assignment constitute the entire agreement, superseding previous arrangements.

6.8 These terms prevail over any other standard conditions previously applied.

6.9 Any changes to this contract require written agreement.

6.10 Governed by the laws of Scotland.