

CONTRACT FOR SERVICES TO THE CLIENT FROM THE COMPANY

Between...

- (1) GOSH MANAGEMENT LIMITED trading as **Gosh Promo UK** whose registered office is at 1.3 Krynkl, 294 Shalesmoor, Sheffield, S3 8US (**'the Company'**) and
- (2) Any company, agency, client, brand, charity or individual engaging the Services of the Company (**'the Client'**)

1 Definitions

The following terms shall have the following meanings:

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| 1.1 | 'Services' | Any activity the Client books with the Company |
| 1.2 | 'Commencement Date' | At the time a booking is made |
| 1.3 | 'Conditions' | the provisions set out below which shall be incorporated into this agreement in their entirety |
| 1.4 | 'Term' | from the Commencement Date for the duration of the engagement of the Services |
| 1.5 | 'Team Members' | people provided or procured by the Company to the Client for Services who are in no way employees, agents or partners of the Client or the Company |
| 1.6 | 'Material' | Uniform, branding, flyers, samples, equipment, stock, anything used to carry out the Services for the Client |
| 1.7 | 'Meeting Point' | An agreed location between the Client and the Company where Team Members will meet prior to Services Commencing |

2 Appointment

The Client engages the Company as consultant of the Client's business for the Term

3 The Company's obligations

- 3.1 During the Term the Company shall supply Team Members appropriately prepared for the role they are undertaking to the Client for Services agreed in advance with the Company. The number of such Team Members will be agreed in advance when reasonable targets of supply will be set.
- 3.2 It is the Company's responsibility to ensure all Team Members are of legal working age and have the right to work under the conditions laid out by UK law. The Company is responsible for getting such Team Members to a meeting point requested by the Client on time for the start of the Services and the Client will determine where to distribute / place such Team Members to carry out the Services.
- 3.3 The Client agrees that the Company shall be the exclusive Company of the Services provided by the Company for each Engagement.
- 3.4 The Company will pay at least the current rate of UK minimum wage at all times to the Team Members it provides for the Services of the Client.
- 3.5 If the Company provides or procures Team Leaders or Event Managers when requested by the Client, they will be clearly identified as such in Gosh Promo UK branding at all times the Services are being carried out, unless otherwise agreed in advance.
- 3.6 The Company will not, and do everything in its power to ensure the team it provides to the Client will not, bring the Client's brand into disrepute.
- 3.7 **4. The Clients obligations**
- 4.1 In consideration of the services to be rendered by the Company under this agreement the Client shall pay to the Company increased by the amount of any increase in the National Minimum Wage from time to time a fee that is agreed in advance of any Services commencing.
- 4.2 The Company will provide the requisite preparing and briefing of such Team Members but if the Client wishes to train, address or meet said Team Members, the Client will be responsible for the cost of time, travel and accommodation as required for the purposes of the training, address or meeting.
- 4.3 As the Client at its sole discretion will determine the placement of the Team Members at locations of its determination without reference to the Company, the Client agrees that once

the Company has delivered the Team Members to the agreed meeting point it shall be solely responsible for the safety and security of all Team Members during the period the Services are being carried out and shall indemnify the Company against all and any claims for death or personal injury occasioned by any member of the Team Members supplied to the Client.

4.4 The Client will provide all Material as required to carry out the Services to be delivered and organised in a timely fashion. The Company and the Team Members provided are in no way responsible for the maintenance, upkeep or cleaning of any Material. Any risk regarding or surrounding the Material is always the Client's responsibility. Unless otherwise agreed in advance the Company will not return Material to the Client.

4.5 The Client will pay to the Company the agreed fee. If the Client fails to pay any sum payable by it under this Agreement on the due date for payment, the Client shall pay interest on such sum at the rate of 10% per annum above the base rate, which may, without limiting the rights of the Company, be claimed as a debt or liquidated demand, for the period from and including the due date up to the date of actual payment (after as well as before judgement) in accordance with this clause. Interest under this clause shall accrue from day to day and be compounded quarterly. The Company has the right to retain all and any assets or materials of the Client if fees are overdue to the Company until a time when they have been paid in full with any interest owed.

4.6 While at the Company's complete discretion it may assist in securing permission from venues or authorities where necessary for Services to be carried out for the Client this is the sole responsibility of the Client to organise, check and confirm and the Client will meet any potential costs arising from Team Members carrying out Services including the cost of licenses or flyer passes when needed or any fines, unforeseen or otherwise, arising from Services being carried out.

4.7 The Client will provide information regarding the supply of Team Members by the Company as soon as it is available. This includes but is not limited to Team Member objectives, meeting point, locations, times and Team Member numbers for agreement.

4.8 The Client will notify the Company immediately of any ad hoc or planned changes to the Services being carried out before they are implemented and will not discuss said changes direct with Team Members unless first agreed and approved by the Company.

4.9 The Client will not bring the Company's brand into disrepute.

5 VAT

5.1 All sums payable under this agreement unless otherwise stated are exclusive of VAT and other duties or taxes

5.2 Any VAT or other duties or taxes payable in respect of such sums shall be payable in addition to such sums

6 Secrecy

6.1. The Company will not at any time during or after the Term divulge or allow to be divulged to any person any confidential information relating to the business or affairs of the Client other than to persons involved in the provision of Services.

6.2 The Company is free to publicly announce details of potential or planned Services when recruiting Team Members to carry out Services for the Client.

6.3 Introductions of Team Members by the Company to the Client are confidential. The disclosure by the Client to any third party internally or externally of any details of Team Members renders the Client liable to pay the Company for any Services said Team Members provide to the Client or to any third party for a period of 12-months after said Services begin. Alternatively and in the case that the Client or third party is unwilling to volunteer or unable to provide the Company with clear and full details of said Services a flat rate finder's fee of £1000+vat will be payable immediately to the Company.

7 Termination

The following obligations are conditions of this agreement and any breach of them shall be deemed a fundamental breach which shall determine this agreement immediately and the rights and liabilities of the parties shall thereafter be determined:

- 7.1 Failure on the part of the Client to make punctual payment of all sums due to the Company under the terms of this agreement
- 7.2 Failure on the part of the Company or the Client to observe any obligation under this agreement not requiring notice to be served and in the case of obligations requiring notice to be served failure to comply with the terms of any notice
- 7.3 The levying of any distress or execution against the Client or the making by it of any composition or arrangement with creditors or being in liquidation (other than a members' voluntary liquidation)

8 Cancellation & Extension Policy

The Client agrees to pay full charge to the Company for any Services cancelled within 72-hours notice. This includes any costs The Company has incurred through expenses, office hours and training.

- 8.1 If the time of the Services being carried out are extended 'ad hock' an extension charge will apply in line with our current rates.

9 Amalgamation or reconstruction of the Client

If before the end of the Term the engagement of the Company shall be terminated by reason of the winding up of the Client for the purpose of amalgamation or reconstruction or as part of any arrangement for amalgamation not involving winding up the Company shall be offered an engagement with the amalgamated or reconstructed Client for a period of not less than the unexpired part of the Term and on terms not less favourable than the terms of this agreement.

- 9.1 In such a case the Client, in it's existing or amalgamated or reconstructed form, will agree to meet with the Company about said changes and the Client will be responsible for the cost of travel and accommodation as required for the purposes of the meeting.

10 Status of the Company

- 10.1 During the Term the Company shall be an independent contractor and not the servant of the Client

10.2 All and any liability of the Company whatsoever to the Client for loss and/or expense (including loss of time, investment, profit or Material) suffered or incurred by the Company are hereby excluded.

11 Supersedes prior agreements

This agreement supersedes any prior agreement between the parties whether written or oral and any such prior agreements are cancelled as at the Commencement Date but without prejudice to any rights which have already accrued to either of the parties

12 Headings

Headings contained in this agreement are for reference purposes only and should not be incorporated into this agreement and shall not be deemed to be any indication of the meaning of the clauses to which they relate

By booking the Company's Services the Client agrees to these terms in full.