



ELPROMOTIONS AGENCY

Terms and Conditions for MODELS, PROMOTIONAL AND SPECIALITY STAFF IN UK

DEFINITIONS

- “Client” Means any person, company or corporate body requiring the services of the Model together with any subsidiary or associated company as defined by the Companies Act 1985
- “Agency” Elpromotions Ltd
Kemp House 152 – 160 City Road London EC1V 2NX
- “Booking(s)” Means the period of time for which a hirer wishes to use the services of the Model.
- “Model(s)” Means any promotional, fashion or commercial model; hostess, brand ambassador, promotional staff, team leader and event manager employed by Elpromotions Ltd.

These Terms and Conditions of Business shall govern all bookings relating to temporary workers entered into by Elpromotions (a model, promotions and events Agency fully owned by Elpromotions Ltd) hereinafter called “Agency” and a Client (hereinafter called the “Hirer”) who hires a member of the Elpromotions Ltd workforce (hereinafter called “Models”) who shall be any person introduced by Elpromotions Ltd to the Hirer for the purpose of carrying out any work.

MODELS AGREE:

1. To certify that they are at least 18 years of age.
2. To supply Agency with current professional or semi - professional photos of an adequate standard for the purpose of putting them on the Agency website or to show the Hirer.
3. Photographs submitted to Agency must not be more than 12 months old and where your physical appearance has not changed.
 - i) Models are responsible for their images, as they present themselves in the pictures they provide to Agency. Any false advertisement to appearance or statistics will lead to termination and no pay.
 - ii) Low quality photos will not be accepted and an application to join the agency will be declined.



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3. Not to submit copyrighted materials to Agency. Upon submitting any materials you may be asked to sign a declaration stating that the material is not copyrighted. Any legal responsibilities thereafter shall be the responsibility of the Model in question and under no circumstances shall Agency be held responsible.
4. To notify Agency of any work connected with modeling, including shows, hosting, catwalk, editorial, promotional, print or any other media, past, present or future that may affect any contract negotiations with a hirer.
5. To get authorisation from Agency of any work offered directly by a client that you have worked with previously through Agency. Failure to do so, will lead to contract termination with the Agency and legal action being taken.
6. Should Agency provide a facility of an online webpage, to not use their online web page or other members' photographs to promote any obscene services or activities prohibited by the Law.
7. All statutory contributions and Income Tax is the responsibility of the Model who is of Self-Employed status. It is the Model's responsibility to send Agency all relevant Tax documents (PAYE). Failure to do so, will delay Payroll payments until these documents have been received by Agency's Accounts Department.
8. Not to give out their contact information, discuss pay or booking with a client or other models, which may affect future bookings, removal from Agency and legal action being taken.
9. To keep Agency updated with new photos, contact details and changes in physical appearance, circumstances, vital statistics and any other information that may affect you receiving work. Failure to do so will result in non-payment.
10. That by a member of the public becoming an Agency Model they are not guaranteed that they would secure a booking or work. Agency will do their best to find work but this cannot be guaranteed in any way.
11. That you are legally entitled to work in the UK without any additional immigration approvals and agree to notify the Agency immediately if you cease to be so entitled at any time.
12. To check in with a photo via email/whatsapp message to Elpromotions within 5 minutes of shift start time.



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WORK

The Company may offer you work from time to time as a Brand Ambassador, Event Manager, Promotional Model, Hostess or another position. The exact position will be confirmed at the time of booking. The precise description and nature of your work may be varied with each booking and you may be required to carry out other duties as necessary to meet business needs. You will be informed of the requirements at the start of each booking.

It is your responsibility to inform the Agency of any health and safety considerations that may impact on your ability to perform your role. Please notify the Agency booker of any relevant details.

The fact that the Agency has offered you work, or offers you work more than once, will not confer any legal rights on you and, in particular, should not be regarded as establishing an entitlement to regular work or conferring continuity of employment.

HOURS OF WORK

You will be informed of the required hours for each booking.

You will be informed of your break entitlement for each booking, which will be a minimum of 20 minutes for every 6 hours worked and minimum of 30 minutes for every 8 hours worked.

PAY

1. I understand, I am self-employed and responsible for my own tax & national insurance and I am/must register as such. Otherwise P45/P46/P38 should be emailed to the Agency for PAYE calculation and wages.
2. The Agency will not deduct commission. Payment will be quoted at time of each individual booking.
3. The Model is required to send an invoice and a timesheet on completion of the booking to the Agency, along with any reporting requirements.
4. The Agency is authorised to receive monies on behalf of Models.
5. You will only be paid for the hours that you have been booked for and worked. The Agency's current daily remuneration rate for casual workers will be confirmed at the



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time of each booking. You will be paid monthly in arrears on the last working day of each month directly into your bank account for the hours worked in that month.

6. The Agency will make all necessary deductions from your salary as required by law and shall be entitled to deduct from your pay or other payments due to you any money which you may owe to the Agency at any time.
7. You hereby acknowledge and agree that the Agency shall be entitled to make deductions from your pay (or other payments due to you) as indicated at Appendix 1. The specific circumstances in which deductions may be made (and the value of such deductions) will vary from booking to booking.
8. You will be notified in advance of each booking of any potential deductions and you will be required to confirm acceptance of the same by way of signing an electronic agreement (Model Contract) prior to commencing each booking.
9. The Agency reserves the right to require you to repay to the Agency, either by deduction from your wages, or direct repayment in respect of any losses sustained in relation to the property of Agency caused through your carelessness, negligence, recklessness or through your breach of the Company Equipment Loan Agreement.

CANCELLATIONS AND PENALTIES

1. The Agency reserves the right to terminate a booking at any time for operational reasons. You will be paid for all work done during the booking up to the time it is terminated.
2. In the event that the Hirer cancels a booking, the Model will have no claim for damages in respect therefore against the Agency, however the Agency may charge cancellation fee and pay such cancellation fee of part to the Model.
3. If the Agency wants to offer you any work it will call or email to inform you and then confirm the booking by email. You are under no obligation to accept work offered by the Agency. However, if you accept a booking, you are not permitted to cancel. Should the booking be cancelled, you will be liable for a penalty fee. (See Section 4)
4. In the event that the Model cancels a booking after Agency has confirmed the Model with the Client and emailed Model a '*Booking Confirmation*' email, penalty fee will apply. Penalty fee is charged at £25 per day that the Model was originally booked for.
 - 4.2.1 Model has 7 working days to pay the penalty fee to the Agency; failure to do so will result in contract termination and immediate removal from Agency books.



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- 4.2.2 Legal action may be taken should the penalty invoice not be paid within 7 days.
- 4.2.3 Cancellation penalties must be paid to Elpromotions Ltd via Credit Card, Direct Deposit or Bank Transfer. Cash and Cheque payments are not accepted.
5. Agency considers 'special cases' with sufficient notice acceptable. Failure to give such sufficient period of notice without what the Agency regards as 'emergency' or good reason for cancellation will result in Model being charged a penalty fee of £25 per day and an additional fee that the Agency has lost if unable to replace the Model with an adequate replacement agreed by the client.
6. The Agency considers sufficient notice to be:
- 1-day bookings - 1 weeks notice
 - 2-7 day bookings - 2 weeks notice
 - 7 day plus bookings – 1 months notice

COMPLAINTS

Models agree that if the client is not happy with the work or services offered, payment may not be made and that the Agency is not responsible for monies not received. We will consider the comments on both parties.

TERMINATION

The Agency will cease representation of model without prior notice or liability and no-show. The Agency will cease representation of model with three or more late arrivals to bookings.

If you no longer wish to be considered for casual work by the Agency you should inform the Agency at Elpromotions as soon as possible by emailing info@elpromotions.co.uk

The Agency will remove you from its books if you are:

- Unable to accept a booking on two consecutive occasions
- Cancel a booking by giving less than 48 hours' notice prior to commencement of a booking;
- Having started a booking, withdraw from it before its completion; or
- Breach any other provision from time to time in force;



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The Agency will terminate this contract immediately by notifying you in writing if it reasonably considers that you have committed any serious breach of its terms or committed any act of gross misconduct. Non-exhaustive examples of gross misconduct include dishonesty, theft, fighting, misuse of drugs or alcohol or any other acts or omissions, which might bring the Agency into disrepute.

LIABILITY

The Agency shall not under any circumstances be liable for any personal injury incurred or suffered by Models whilst carrying out bookings for hirers unless we are in breach of the employment agencies act.

LAW

These Terms are governed by the law of England and are subject to the exclusive jurisdiction of the Courts of England.

DATA PROTECTION

You consent to the Agency (Elpromotions Ltd) holding and processing, both electronically and manually, the data that we collect about you, in the course of your working relationship with us, for the purposes of the administration and management of our staff and our business and for compliance with applicable laws, procedures and regulations.

CHANGING TERMS AND CONDITIONS

The Agency may review its requirement for casual workers from time to time and/or may update the terms on which it offers such work. In the event of any changes to the terms on which it is prepared to engage casual workers the Agency may terminate this contract with immediate effect by notifying you in writing and you may, at the Agency's absolute discretion, be offered a new contract for casual work.

AGENCY AGREES:

1. To promote the company as a whole and its website with the intent of securing modelling, promotional or specialty event work for its models.
2. To promote a Model to current and any potential clients where Agency feels the model may be suitable for the assignment being offered.



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3. That all photographs taken or signed to Agency shall not be used to promote any pornographic or obscene products or services.
4. To be responsible for all gross payments to the Model and pay models that have completed a booking in full.

APPENDIX 1: DEDUCTIONS FROM WAGES

ISSUE/ACTIVITY	DEDUCTION DETAILS
Failure to arrive at a booking on time and without valid grounds (>5 min late)	Activity/Booking Dependant
Failure to stay on site until the end of the scheduled shift (without good reason and without informing Elpromotions)	Your salary will be reduced to the minimum level stipulated in the National Minimum Wage Act 1998 for the whole of the assignment. In addition you will only be paid for hours worked during this shift.
Failure to work scheduled days after attending a client brief.	In these circumstances you will not be paid for the briefing day, or in respect of any expenses incurred.
Negative comment or feedback from a client or a mystery shopper	In the event of a negative feedback your salary will be reduced to the minimum level stipulated in the National Minimum Wage Act 1998 for the whole of the assignment.
Failure to adhere to Elpromotions uniform guidelines including wearing badge	Activity Dependant
Posting of activity photos onto social network sites without prior written approval from Elpromotions	May result in your removal from the Agency books
REPORTING	
Failure to complete or return any form of requested reporting in full and within	In the event of a failure to return a report your salary will be reduced to the minimum



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deadline specified including photos from the booking.	level stipulated in the National Minimum Wage Act 1998 for the whole of the assignment.
Failure to send check in photo via email/whatsapp message to Elpromotions within 5 minutes of shift start time	Your salary will be reduced to the minimum level stipulated in the National Minimum Wage Act 1998 for the whole of the assignment.
OPERATIONS/LOGISTICS	
Failure to provide a courier with all necessary equipment for collection	Activity Dependant and the cost of 2 nd collection
Not returning demonstration products if briefed to do	Cost of product deducted from wages if event not completed. If you cancel any pre-booked days, products must be sent back at your own cost.

APPENDIX 2: Code of conduct (the "code")

Elpromotions (the "Agency") takes pride in the high standard of promotional staff that we provide for our clients. The purpose of this code of conduct is to set out the Agency's position on what is regarded as satisfactory conduct by workers engaged by Elpromotions Agency. You will be required to adhere to our Code and standards of presentation at all times.

You are expected to apply yourself satisfactorily in the performance of your duties and in your standards of presentation. If you fail to conduct yourself in a satisfactory manner (as determined by the Agency) then you will be in breach of this Code.

The Agency determines under the Code that as well as applying yourself to a satisfactory manner, you should also conduct yourself in accordance with the following guidelines.



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Personal conduct

- You must adhere to booking guidelines at all times
- No show on the day without calling the agency in advance is not permitted
- Arriving late for a booking without calling the agency is not permitted
- Not attending a casting without informing the agency is not permitted
- Replacing yourself with someone for a job you are booked on without the agency's consent is not permitted
- Leaving a job early without consent is not permitted
- No mobile phones are permitted and must not be used during work times
- You are not permitted to chew gum, eat or drink whilst on duty
- You are not permitted to smoke whilst on duty
- You are not permitted to drink alcohol or take drugs whilst on duty
- Any prescribed medication that may affect your performance must be alerted to your team leader or Agency
- You must submit any requests for expenses incurred in the performance of your duties as agreed with the Agency for each booking within two weeks from the completion of the booking, including supporting receipts. Failure to do so will result in these expenses not being reimbursed by the Agency.

Uniforms & Personal appearance

- Always ensure you are presentable and well groomed
- Uniforms must be worn during work hours
- Uniforms are to be kept in a pristine and clean condition at all times
- Uniforms are to be covered during break times
- Uniforms are to be returned on time and in full
- Closed shoes must be worn at all times unless instructed otherwise
- Long hair must be tied back at all times unless otherwise instructed
- Nails must be clean and free from coloured nail varnish unless instructed otherwise
- Jewellery wearing is not permitted (this includes visible body piercings) – wedding bands / jewellery are the only exception
- Changing your appearance after you have been booked for a job without notifying the agency is not permitted



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Health & Safety and Hygiene

- You are not permitted to cough or sneeze over products
- You must keep hands and fingers away from your mouth whilst handling food
- You must always ensure you follow hygiene procedures whilst handling products
- Any cuts should be covered with blue plasters
- When handling food and beverages, you must hold a valid food & hygiene certificate
- When handling alcohol, you must hold a valid RSA certificate

Campaign & Bookings conduct

- You must ensure you represent brands, products and the agency with enthusiasm at all times
- You must never contact the Agency's Clients directly
- Discussing rates with client, work directly with client or contact client without Elpromotions's consent is not permitted
- Sampling cigarettes or alcohol to under 18's is not permitted
- Sampling to minors (under 16) without parental consent is not permitted
- Retailer or venue code of conduct should be adhered to at all times
- Dumping leaflets, samples or printed material is not permitted
- Distributing multiple leaflets, samples or printed material over and above instructions in booking guidelines is not permitted
- Committing an act of theft (including stock) will be treated as gross misconduct
- Damaging a vehicle and not informing the agency is considered serious misconduct
- Damaging a device (mobile phones/tablets) and not informing the agency is considered serious misconduct
- Whilst engaged by the Agency, you may be awarded specific products as gifts or testers. You are not to return or exchange these products for cash or alternative products (either via the Client directly or at store) whilst still engaged to promote these products, as this can undermine the relationship with the client and as such be treated as gross misconduct

Failure to follow this Code will result in a breach of the Code and will result in your termination from an assignment forthwith and removal from the Agency.

We may, at our discretion, give you the opportunity to respond to any allegations of any breach of the Code prior to making any decision to remove you from our books or terminating you from any booking.

This contract will be governed by the law of England and Wales.



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Signed by

Name: Eliis Ashley Ruus

Signature: *ERuus*

Job title: Director

Date: 8th June 2018