

Terms & Conditions Contract

All applicants recruited by IFM must abide by the below out lined terms

Terms between Impact field Marketing Ltd trading as IFM Events (registered office Eyarth Station, Llanfair DC, Ruthin Denbighshire LL15 2EE number 4046752 (hereafter referred to as "IFM") and the person whose details are set out in the attached form (hereafter referred to as "you"). In the outlined terms (hereafter referred to as "Terms") "Client" means the client or company referred to in any documentation i.e. booking confirmations sent to you from IFM. "Assignments" means the period set out in any booking confirmation. These terms constitute a contract between you and IFM and they govern all assignments undertaken by you. However, no contract shall exist between IFM and you between assignments. For avoidance of doubt, these Terms shall not give rise to a contract of employment between you and IFM. You are engaged as a self-employed worker, although may be required to make statutory deductions from your remuneration. No variation or alteration of these terms shall be valid unless approved by IFM in writing and IFM reserve the right to vary the terms of any assignment without liability by prior notice in writing at any time prior to or during the course of any Assignment. IFM may offer you suitable assignments on a non-exclusive basis (without being under any obligation to do so). You acknowledge that the nature of Assignments is such that there may be periods where there are no suitable Assignments available and agree: 1. That suitability will be determined solely by IFM. 2. That IFM shall incur no liability should we fail to offer you a suitable assignment. 3. That you will at IFM's request at any time (whether before or during any assignment) withdraw from any Assignment forthwith following such a request with out any liability on IFM's part to you. 4. To indemnify IFM and hold us harmless in respect of all and any liabilities, losses, expenses, cost, claims or damages incurred or suffered by IFM as a result of us entering into these Terms with you. Or arising directly or indirectly as a result of any breach by you of any of these Terms or any negligent act or omission on your part whilst engaged on any Assignment unless the same is due to proven negligent act or omission by IFM. 5. To the extent permissible by law to the processing legislation and as a separate and continuing warrant you hereby warrant to us the accuracy of such data each time you commence any assignment.

You are not obliged to accept any Assignment offered to you by IFM but if you do so, throughout the duration of every Assignment for which you are engaged (or such other periods where expressly stipulated in these Terms) you will: (a) Co-operate with the client's, staff and accept the direction, supervision and control of any responsible person in the Client's organisation. (b) Observe any relevant rules and regulations of the Client's establishment to which your attention has been drawn or which you might reasonably be expected to ascertain. (c) Unless arrangements have been made to the contrary, conform to the normal hours of work in force at the client's establishment. (d) Take all reasonable steps to safeguard your own safety and the safety of any other person who may be present or affected by you actions on any Assignment and comply with any health and safety regulations of the Client's. (e) Not engage in any conduct detrimental to the interests of the Client's or IFM. (f) You must not at any time divulge to any person nor use for your own benefit or any other person's benefit, any confidential information relating to the employees, business affairs, transactions or finances of the Client's, IFM or the terms of the agreement between you and IFM. (g) You must not refer any unsolicited requests or expressions of any interest whatsoever made by or on behalf of any Client for the provision of services or the carrying out of work by you of which you become aware forthwith thereafter to IFM. (h) Comply with the stipulations in any health and safety risk assessment and training manual produced by IFM in relation to any Assignment. Observe and perform all reasonable written rules and regulations of IFM notified to you in writing 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. (i) Not use the telephone, fax or computer systems belonging to the Client for personal gain or benefit.

If for any reason you are unable to undertake or complete an agreed assignment you must notify the IFM office as soon as possible giving at least 48 hours notice stating a valid the reason. This will enable us to find a suitable replacement. (please note we will require a doctors note from any personnel that call in sick on the day of an assignment) If you cancel an assignment less than 24 hours before without a valid reason this will result in you being dismissed from the agency at IFM's discretion and you may incur possible cancellation fees to cover our time and call to re book the assignment with a suitable person. Furthermore If for any reason you are going to be late you must contact the IFM office as soon as possible to ensure that we are able to contact the client and update them on your time of arrival. **(Please be aware lateness will not be tolerated** the company reserve the right to fine you £5 for every quarter hour if we are not satisfied that the delay was completely unavoidable

You will not at any time during any Assignment nor for 12 months thereafter directly or indirectly interfere with, solicit or entice any of our Clients or persons with whom we were in consultation with a view to those persons becoming Client's with whom you had contact during the last 12 months preceding termination of the Assignment (or the duration of the Assignment if less than 12 months) to the intent that any of them cease to patronise our business or to the intent of directing their custom elsewhere. While the restriction in this clause is considered reasonable by you and IFM in all the circumstances it is recognised that the restrictions of the nature in question may fail for unforeseen reasons and accordingly it is hereby agreed and declared that if such restrictions shall be adjudged to be void as going beyond what is reasonable in all circumstances for the protection of IFM's interests and/or any associated or subsidiary company but would be valid if part of the wording thereof were deleted and or the periods (if any) thereof reduced I scope and or the area and/or the range of activities thereby dealt with reduced in scope the said restriction shall apply with such modifications as may be necessary to make it valid and effective and any such modifications shall not thereby affect the validity of any other restriction contained in these Terms.

If you are unable or unwilling for any reason to participate or if applicable complete an Assignment, you must inform The IFM office immediate. This will enable IFM to make suitable arrangements for another suitable person to perform the services originally contracted and if applicable confirmed in writing via the booking confirmation to you.

Applicant Introductions made by the Company are confidential and the benefit of any Introduction made to our Clients shall not be capable of assignment. Without prejudice, should the you refer any of IFMs Applicants to any other person within the your own subsidiaries, or related companies or any other third party the you shall forthwith thereafter from time to time become liable for payment of and pay to the Company £1000 exclusive of VAT for and upon the occasion of each and every engagement of the Applicant with or by any such subsidiary, related company or third party subsequently resulting within six calendar months of the Introduction of the Applicant to you.

The fees applicable to you will be verbally notified to you on a per assignment basis and thereafter-confirmed in writing on your booking confirmation this will differ from assignment to assignment. All daily rates will include holiday pay and for each complete hour actually worked by you during any assignment you will be paid subject to deductions in respect of PAYE class 1 national insurance contributions and income tax pursuant to S134 of the income tax and corporation taxes act 1988. Any other deductions, which we may be required by, law to make.

You are not entitled to receive payment from IFM or its client's for time not spent on any assignment whether in respect of holidays, illness or absence for any reason. Where services are provided to the Client's by a limited company through you as one of its officers or agents the limited company will receive payments in gross from IFM with VAT thereon were applicable subject to the delivery of a valid invoice addressed to and in our company name?. You will also not receive payment for the work that you have done if you do not report back to assignment contact at the end of each working day.

Unless stipulated otherwise on the written booking confirmation IFM will make payments to you set out above monthly in arrears for each complete hour for which you are engaged upon an assignment in the month preceding payment. (Meaning at the end of the following month)

We reserve the right to cancel the contract between IFM and you at any time forthwith by verbal notice and in writing.

IFM will not be liable to you for any period in which performance hereunder is delayed by circumstances beyond our reasonable control.

Working time regulations-opt out agreement. The working time Directive permits the 48-hour time limit to be disapplied by an agreement made between an individual worker and his or her employer. However under the regulations a worker may agree in writing that the 48-hour time limit on average working time dose not apply in his or her case. Due to the nature of the business IFM may require you to work over 48 hours per week whilst you are working on certain projects. You have the right to bring this agreement to an end by giving IFM 3months written notice of your intention. Please ensure that you understand the working time regulations and in doing so signing the Terms you are agreeing to work over a 48 hour week should the nature of the project require you to do so.

You hereby irrevocably, unconditionally, with full title guarantee and by way of assignment of present and future copyright assign absolutely to IFM the full copyright in the products of your services hereunder for the full period of copyright whatever the world enforceable together with all full rights therein to which you may be entitled and waive any moral rights you may have therein to IFM. This includes usage of your Zcards or Photographs for our web site and company literature.

IFM may assign charge or otherwise deal with the benefit of these Terms in any way and our rights hereunder shall incur to the benefit of our successors in title and assignments.

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.

These Terms are governed by English law and are subject to the jurisdiction of the English courts.

I HAVE READ AND AGREED TO the TERMS AND CONDITIONS