

TERMS AND CONDITIONS OF BUSINESS

In these Terms of Business the following definitions apply:

Assignment - means the period during which the Temporary Worker is supplied to render services to the Client.

Client - means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 1985 to whom the Temporary Worker is supplied or introduced.

Temporary Worker - means the individual who is introduced by the Employment Business to render services to the Client.

The Employment Business - means Cava Events Ltd trading as Cava Face to Face whose registered address is, 113a Orchard Park Avenue, Giffnock, Glasgow, G46 7BW

Daily Tariff -

4 Hours (minimum booking)

6 Hours

8 Hours (full day equivalent)

Costume Character or Evening Assignment = full day rate

Over-time is charged at an hourly rate (costs available on request) after the agreed/booked working hours have expired

New Clients - Notwithstanding clause 2.1 below The Employment Business requests that all new clients pay for services in advance of activity/event commencement.

N.B. - Working hours and duties are required to be stipulated and agreed by the client in advance of job commencement – thereafter it is at the discretion of the Employment Business to accommodate any change of hours/duties.

We would respectfully ask our Clients that as part of any agreement entered into that the following conditions are adhered to on behalf of all Temporary Workers:

1. Temporary workers receive appropriate breaks.
2. Temporary workers receive adequate clothing for all in-door and out-door activities where applicable.
3. Temporary workers are respected at all times and receive adequate training.

1. CONFIRMATION

The Client will confirm the contract by issuing a purchase order number or written confirmation to the Employment Business and the work will not commence until a purchase order or written confirmation has been received.

2. PAYMENT

- 2.1 For invoices less than £2,000 payment in full is expected within 30 days. The Employment Business requires 50% of final invoice total along with the purchase order number if the invoice is between £2001 and £50,000 (excl. VAT). The balance is to be paid in full within 30 days of invoice date unless otherwise stated.

For jobs where the invoice total is over £50,000 then The Employment Business will require 70% of the final invoice total along with the purchase order or written confirmation. The balance is to be paid in full within 30 days unless otherwise stated.

- 2.2 Where costs, outlays and expenses including any specific insurance applicable to the particular Assignment are incurred on behalf of the Client then details of these sums will be invoiced to the Client and the Employment Business reserves the right to demand payment of these costs, expenses and outlays from the Client at any time during the contract.
- 2.3 Notwithstanding the terms of clause 2.1 above the Employment Business reserves the right to demand payment of a deposit.
- 2.4 The Employment Business reserves the right to charge the client interest at the rate of 4% above Barclays Bank plc base rate from time to time on the balance from time to time outstanding on all unpaid invoices from the due date to the date of payment.
- 2.5 Cava Events Limited is registered for VAT, registration number 870943011 and VAT will be charged on all invoices.

3. CANCELLATIONS

The Client may not cancel any Assignment unless such cancellation takes place before commencement of the Assignment and with the written consent of the Employment Business which the Employment Business may in its absolute discretion withhold.

- 3.1 Where cancellation takes place more than 48 hours before the date specified for the commencement of the Assignment, 50% of the value of the agreed fees and reimbursement of all expenses and outlays in terms of clause 2.2 above together with all applicable VAT thereon shall be paid.
- 3.2 Where cancellation takes place less than 48 hours before the date specified for the commencement of the Assignment, 100% of the value of the agreed fees and reimbursement of all expenses, together with all applicable VAT shall be paid.

4. RESTRICTIONS ON DIRECT ENGAGEMENT OF THE AGENCIES STAFF

- 4.1 Introductions of Temporary Workers made by the Employment Business are confidential and the benefit of any introduction made to a Client shall not be capable of assignment.
- 4.2 The Client hereby agrees and shall ensure that neither the Client nor any principal of the Client with whom

the Client has contracted to procure the Services of the Employment Business pursuant to these terms shall directly or indirectly canvass or solicit any Temporary Worker introduced by the Employment Business within 12 months of the date of completion of any Assignment.

- 4.3 Should the Client refer any Temporary Worker to any third party (including subsidiaries and related companies) then the Client shall forthwith become liable for payment of and pay to the Employment Business £1,000 (excluding V.A.T) for and upon the occasion of each and every engagement of that Temporary Worker with or by any such third party, subsidiary or related company subsequently resulting within 12 months of the introduction of the Temporary Worker to the Client.

5. DISSATISFACTION PROCEDURE

- 5.1 The Client must inform the Employment Business within the first two hours of the commencement of the Assignment of any dissatisfaction with the Temporary Worker.
- 5.2 If the Client does not inform the Employment Business of any dissatisfaction with the Temporary Worker within terms of clause 5.1 above then the Employment Business will have no liability in respect thereof and the client shall be unable to claim a discount or reject the Temporary Worker.
- 5.3 The Employment Business gives no guarantee as to the suitability of the Temporary Worker and the Client shall be solely responsible for satisfying itself as to the suitability of the Temporary Worker for the particular assignment.

6. STORAGE OF UNIFORM

The Employment Business reserves the right to charge the client for any storage, maintenance and transportation costs of any uniforms supplied to or required by the Employment Business or Temporary Worker for the duration of the assignment.

7. LIABILITY

The Employment Business shall not be liable for any negligence, breach of statutory duty arising from the performance of the contract by the Client or for any breach of any implied conditions and warranties on the part of the Client arising from these terms. Nothing in these terms will exclude the statutory rights of the Client where he contracts as a consumer and these terms shall in no way exclude or limit liability for personal injury including death arising from the negligence of the Employment Business or the Client.

8. INDEMNITY

The Client will indemnify the Employment Business on demand in respect of any liability howsoever arising as a result of any services arising from implementation of any conditions or any breach non-observance or non-performance of any warranty of the Client or the Client's obligation.

- 8.1 The Client will indemnify the Employment Business on demand in respect of all costs/claims/losses/liabilities/demands/insurance excesses shortfalls proceeding or damages (and for legal expenses) howsoever arising as a result of the Employment Business agreeing to provide or procure the provisions of any Services arising from terms or as a result of any breach non observance or non performance of the Clients Warranties and Obligations.

- 8.2 The Employment Business excludes any liability to the Client for any indirect loss, expense or loss of profit incurred by the Client as a result of the services provided by the Employment Business.
- 8.3 At all times all risk in terms of stock and equipment supplied by or on behalf of the Client shall remain with the Client.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1 The Client will grant to the Employment Business with full title guarantee such irrevocable royalty free license and consent {and in the case of moral rights grant such waiver thereof} as the Company may require in order to:
- (a) Lawfully use the Client Intellectual Property and the Works for the purpose of carrying out and completing the Assignment.
- (b) Lawfully use the Client Intellectual Property and the Works at all times during and following determination of any agreement with the Client governed by these terms to publicise and market the goods and / or services of the Company.
- 9.2 The Client shall indemnify the Employment Business on demand against all liabilities howsoever arising as a result of any third party claim that the use of the Client Intellectual Property and the Works in accordance with the provisions of these terms infringes any intellectual property right of any third party
- 9.3 All copyright in documents we produce is reserved to the Employment Business. All methods used by the Employment Business in the preparation and conduct of the Assignment are for the use of the Client only and may not be copied or used by any third party without the Employment Business's express written consent.

10. LIQUIDATION

If the Client shall enter into liquidation or bankruptcy or any arrangements with or for the benefit of its creditors or is in breach of its obligations hereunder the Employment Business by notice in writing to the Client may terminate any agreement with the Client with immediate effect without prejudice to the rights of the Company which have accrued up to such date of termination.

11. TERMS

- 11.1 These terms will continue in full force and effect notwithstanding cancellation, termination or expiry of any agreement between the Company and the Client relating to any Assignment governed by these terms.
- 11.2 These Terms and Conditions and any Agreement following hereon are governed with the Law of Scotland and the parties hereto expressly agree to submit to the non exclusive jurisdiction of the Scottish Courts.