



Independent Contractor Agreement

This Independent Contractor Agreement (“Agreement”) is made and entered into by the undersigned parties: The Staffing Company LTD, trading as The Staffing Company (known as the “Company”) and the signee, (known as the “Contractor”).

In consideration of the promises, rights and obligations set forth below, the parties hereby agree as follows:

1. Term

The term of this Agreement shall commence on the date agreed and continue for 1 year unless terminated earlier as set forth in this Agreement. This contract covers services of covering anytime of an event. The term of this Agreement may be extended by mutual agreement between the parties. Additional written contract maybe given per additional event signed by both parties required for any additional dates beyond those stated above.

2. Services

The Contractor will provide the following services:

Responsibilities:

1. Work given events/occasions that are suitable and are available to work.
2. Be on time and work within allocated times given by venue managers/ or staffing manager
3. If you are unavailable, or unable to make your allocated shift agreement, then you must appoint someone to take your place, and/or sign off with your staffing manager
4. Be responsible for all equipment used on site
5. Work efficiently within the requirements of each event or venue
6. Do not drink, use drugs or act unprofessionally on any given shift
7. Represent The Staffing Company in accordance with this contract

8. Do not take any videos or images of events or guests and/or post on socials without prior consent from The Staffing Company's management team and/or the management of the venue.
9. When working at an event / venue, you are personally responsible for any issues that arise, directly caused by yourself; any thefts or losses, including money and stock. The Staffing Company UK will not be held responsible.
10. It is important that you abide by current law and regulation in relation to challenge 25. If you are caught or appear to serve anyone under the age of the legal requirements, then you yourself are liable to pay any fines or adhere to any court cases involved.
11. All uniform must fit the request of the The Staffing Company, or fit in with the dress requirements of the site at which each shift is carried out.
12. Shifts will only be given, once requested via the app and confirmed; payments for once contracted staff will only be processed when contractors have clocked in and out via the QR code given on site.

The Contractor shall take direction from **management of The Staffing Company LTD or any other back office staff working solely from The Staffing Company** . You may take direction from management staff at the event/venue working at times. However, any illnesses or issues need to be raised directly with The Staffing Company.

Additional services or amendments to the services described above may be agreed upon between both parties, via written means, such as email or an updated contract.

3. Compensation

Subject to providing the services as outlined above, the Contractor will be paid what is stated when job posts are submitted; **minimum four hours**. Any additional hours the contractor has worked as per the shift, will be paid for, at the set rate. Additional hours to be agreed in writing via email by both parties. The Company will be invoiced weekly, after the event has taken place, unless prior agreements have been made otherwise. The company will pay contractors on the date set forth in the assignment spec prior to the assignment being completed.

4. Relationship

The Contractor will provide the Contractor's services to the Company as an independent contractor and not as an employee.

Accordingly:

- The Contractor agrees that the Company shall have no liability or responsibility for the withholding, collection or payment of any taxes, employment insurance premiums or the Pension Plan contributions on any amounts paid by the Company to the Contractor or amounts paid by the Contractor to its employees or contractors. The Contractor also agrees to indemnify the Company from any and all claims in respect

to the Company's failure to withhold and/or remit any taxes, employment insurance premiums or the Pension Plan contributions.

- The Contractor agrees that as an independent contractor, the Contractor will not be qualified to participate in or to receive any employee benefits that the Company may extend to its employees.
- The Contractor is free to provide services to other clients, so long as such other clients are not in competition with the Company and so long as there is no interference with the Contractor's contractual obligations to the Company.
- The Contractor has no authority to and will not exercise or hold itself out as having any authority to enter into or conclude any contract or to undertake any commitment or obligation for, in the name of or on behalf of the Company.

5. Confidentiality and Intellectual Property

The Contractor hereby acknowledges that it has read and agrees to be bound by the terms and conditions of the Company's confidentiality agreement along with this document and which forms an integral part of this Agreement. If the Contractor retains any employees or contractors of its own who will perform services hereunder, the Contractor shall ensure that such employees or contractors execute an agreement no less protective of the Company's intellectual property and confidential information than the attached agreement.

The Contractor hereby represents and warrants to the Company that it is not party to any written or oral agreement with any third party that would restrict its ability to enter into this Agreement or the Confidentiality and Proprietary Information Agreement or to perform the Contractor's obligations hereunder and that the Contractor will not, by providing services to the Company, breach any non-disclosure, proprietary rights, non-competition, non-solicitation or other covenant in favour of any third party.

The Contractor hereby agrees that, during the term of this Agreement and for one (1) year following the termination hereof, the Contractor will not (i) recruit, attempt to recruit or directly or indirectly participate in the recruitment of any Company employee / contractor or (ii) directly or indirectly solicit, attempt to solicit, canvass or interfere with any customer or supplier of the Company in a manner that conflicts with or interferes in the business of the Company as conducted with such customer or supplier.

6 Data Protection

You consent to Company holding and processing data relating to you for legal, personnel, administrative and management purposes.

You agree that:

You will ensure that you do nothing that will put Company in breach of the Data Protection Act 1998 in relation to personal data processed in the course of providing the Services

Any personal data collected by you in the course of providing the Services belongs to Company and that upon the termination of this Agreement, or before if so, requested by

Company, you will deliver all such data however stored to Company and will not from the date of termination use any such data; and

You will process data only on the express instructions of Company.

All data provided to you by Company or obtained by Company in the course of providing the Service is confidential and is not to be copied, disclosed or processed in any way without the express authority of Company.

All personal data held by you (whether kept in the form of manual or computer records) is to be kept securely and you agree to take all necessary steps to ensure that the information is not subjected to unauthorised or unlawful processing, tampering or accidental loss, destruction or damage [including, but not limited to implementing and maintaining the security measures set out in Schedule [2] to this Agreement].

7. Termination

The independent contractor relationship contemplated by this Agreement is to conclude 1 year after both parties have signed, unless terminated earlier as set forth below. The Contractor agrees that no additional advance notice or fees in lieu of notice are required in the event the relationship terminates.

The Contractor agrees that the Company may terminate this Agreement at any time without notice or any further payment if the Contractor is in breach of any of the terms of this Agreement.

The Company may terminate this Agreement at any time at its sole discretion, upon providing to the Contractor 24 hours notice advance notice of its intention to do so or payment of fees in lieu thereof.

The Contractor may terminate this Agreement at any time at its sole discretion upon providing to the Company 2 calendar days' notice of Contractor's intention to do so. Upon receipt of such notice the Company may waive notice in which event this Agreement shall terminate immediately.

8. Obligations Surviving Termination of this Agreement

All obligations to preserve the Company's Confidential Information, Intellectual Property and other warranties and representations set forth herein shall survive the termination of this Agreement.

9. Entire Agreement

This Agreement, together with the Confidentiality Agreement, represents the entire agreement between the parties and the provisions of this Agreement shall supersede all prior oral and written commitments, contracts and understandings with respect to the subject matter of this Agreement. This Agreement may be amended only by mutual written agreement of the party.

10. Assignment

This Agreement shall inure to the benefit of and shall be binding upon each party's successors and assigns. Neither party shall assign any right or obligation hereunder in whole or in part, without the prior written consent of the other party.

11. Health and Safety

11.1. While the Emergency Service Providers method of work is his own, the Emergency Service Provider agrees that in the interests of Health and Safety obligations imposed on the Client, he will comply with all reasonable operational rules relating to working hours, site security, good working practice and Health and Safety while attending any of the Client's premises including compliance with the Licensing Act 2003. Health and Safety site specific information can be found in each office at any of the Client's sites.

11.2. The Emergency Service Provider agrees to ensure that wherever he is providing the Services, safety is paramount and whenever he is on site consideration must be given to the retail space which must always be kept safe; safety takes priority over the job. It is the responsibility of the Emergency Service Provider, as an Emergency Service Provider, to draw attention to and report any faults in the customer area, for example - floors, walls, ceilings, doors and other fixtures and fittings and then where possible, use best endeavours to make good the fault(s) as quickly as possible.

11.3. The Emergency Service Provider must acknowledge awareness of all the site fire evacuation plans, copies of which can be found behind the bar and in the office of each site. In addition, all fire exits must be kept clear and unobstructed at all times. The Emergency Service Provider must report any faults with emergency lights or fire alarms to a client representative immediately and then where possible, use best endeavours to make good the fault(s) as quickly as possible.

11.4. If any Services provided by the Emergency Service Provider include Hot works (i.e.: welding) the Emergency Service Provider agrees to notify a client representative, giving the Client and Emergency Service Provider time to inspect all special / suitable firefighting extinguishers or equipment that will be required to be on the premises at all times that hot works are being carried out. The Emergency Service Provider will implement a hot works permit system and agrees to liaise with the Client when implementing this, in order to ensure all relevant Health and Safety requirements are met. In addition, the Emergency Service Provider further agrees any hot works will be carried out in accordance with all relevant insurance policy guidelines. The Emergency Service Provider also agrees to take precautionary measures to keep the Client's property, site staff, customers and tenants (if applicable), safe. The Emergency Service Provider agrees to cooperate with the Client representative on site and its staff to achieve a healthy and safe workplace and agree to

adhere to and support the implementation of the Evacuation Procedure by the Client representative of the site in the event of an emergency.

11.5. The parties acknowledge that at times it may be necessary for Health and Safety reasons for the Emergency Service Provider to be identifiable whether evidenced by security passes or on parts of clothing. However, the Emergency Service Provider will not represent himself as a servant or employee of the Client at any time, but as an independent Emergency Service Provider in business on his own account engaged by the Client for the specific purpose of providing the Services. I

12. Governing Law and Principles of Construction.

This Contract is governed by the laws of (England, Wales, Scotland or Northern Ireland) as appropriate and is subject to the non-exclusive jurisdiction of the (English, Welsh, Scottish and Northern Irish) Courts. Breach of any clause or clauses in this contract will not void or annul this Contract for Services as a whole in any circumstances.

Name - _____

Signature - _____

Date - _____