

For staff working for Vision Models Ltd

TERMS between Vision Models Ltd (registered office at 5 Southampton Place, Holborn, London, WC1A 2DA) (hereinafter referred to as 'we/us' or 'the Agency') AND the person whose details are set out in the attached form (hereinafter referred to as 'you'). These terms constitute a contract between you and us and they govern all Assignments undertaken by you on behalf of us. They will be deemed to have been accepted by you each time you accept a booking for an Assignment. You agree that the nature of the temporary employment is such that we are not obligated to offer you assignments if we do not deem them suitable for you (that suitability determined solely by us).

You agree to the following terms:

**1. PAYE payment structure**

The Agency will pay you as PAYE. Income tax will be deducted at source under Section 1 of the Income & Corporation Taxes Act 1988. Furthermore, National Insurance will be deducted as per Inland Revenue schedules. The Agency will pay you one month in arrears from the completion of your involvement in any activity. The rate of pay will be discussed with you at the time of booking, and will not waiver once the activity has been accepted by you. All relevant paperwork sent to you will state your rate, hours and any agreed expenses. Fees will be paid subject to receipt of payment from the client of the particular campaign, provided that Vision Models Ltd has received the relevant invoice.

**2. Rates and Travel expenses.**

You are expected to cover your own travel costs to and from assignments. On occasion, travel may be reimbursed, but this will be agreed at the time of booking, and confirmed in writing, only by a member of Vision Models Staffing Account Team. You must ensure that all your invoices are returned promptly within 7 working days of campaign completion along with all prior approved expenses to the Agency. No expenses will be paid without a valid receipt. If there are no VAT receipts with your invoice, we are not authorised to re-reimburse any travel costs. We are authorised to deduct monies from the fee for lateness, or unprofessional conduct which may jeopardise the campaign/work. The Agency will not be held responsible for any fines incurred whilst on an activity such as parking, clamping or speeding fines, whether it is your own vehicle or one provided by the Agency.

**3. Uniforms and Promotional Equipment**

Uniforms must be worn during working hours, and covered up during break times. They must be kept clean and returned in the same condition as found. Uniforms and/or promotional equipment provided to you by the Agency shall be returned to the Agency within 48 hours of completion of the assignment. Unreasonable damage to, or failure to return the uniform or promotional equipment will result in deductions made directly from money owed to you by the Agency to the original value of the uniform or promotional equipment or a stipulated fine enclosed within the booking confirmation sheet applicable to the job in question.

**4. Sickness and Cancellation**

You decide whether to accept the booking offered to you by the Agency. You are within your rights to decline the position. Any queries must be addressed by you at the time. Once you have accepted employment from Vision Models Ltd, we hold you to this commitment. If you are unable to commence or complete an Assignment due to sickness /other, you must inform the Agency immediately to enable arrangements to be made for another suitable person to perform the services. Non-attendance can jeopardise the results and success of a campaign, and therefore as much advance notice as possible must be given. Failure to provide less than 48 hours notice will be a breach of these terms, and may result in termination of assignment and any payment for work for performance on that assignment being withheld or forfeited and or removal from the Agency database. The Agency reserves the right to insist on the production of a doctor's note or similar medical document proving the stated sickness.

**5. Performance, Client Cancellation and Termination.**

If the Agency is not satisfied with your performance and reliability or feels that you are in breach of the Agency code of conduct set out in section 8, the Agency may terminate your employment. The Agency will not be liable to pay you for the remaining period of the assignment. In the event of a complaint being made against you we reserve the right to withhold any sums otherwise due to you for 21 days from the due date pending an investigation. All complaints will be dealt with in accordance with the Company staff complaints procedure. Where a complaint has been upheld, then without prejudice to the Company's existing rights, payment may be withheld in whole or in part depending on the nature and circumstances of the complaint. In the event of a cancellation of an assignment by the client, the Agency reserves the right to cancel without liability, however will aim to recover fees due to the Agency and then pay you.

**6. Indemnity**

You agree to indemnify us and hold us harmless in respect of all and any liabilities, losses, expenses, costs claims or damages incurred or suffered by you 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 a proven negligent act or omission by us. You will compensate the Agency of all claims, charges, expenses or losses, incurred as a result of any negligent act you may incur. This is to include the cancellation, without reasonable cause, of a booking, which has been confirmed either verbally or in writing by the Agency. You consent to any such claims being deducted from monies due from the Agency to yourself

**7. Assignment Obligation**

You are not obliged to accept any Assignment offered by the Agency. However, if you choose to do so, the following regulations are enforceable for the duration of the activity:

- I. Co-operate fully with fellow members of staff placed on the Assignment with you by the Agency and accept the direction, supervision and control of any responsible person working on behalf of the Agency.



- II. Observe any relevant rules and regulations of the Agency stipulated within these terms and conditions or otherwise stipulated in the assignment brief or by word of mouth by a representative of the agency or which you might reasonably be expected to ascertain
- III. Adhere to the stipulated hours of work communicated to you either in writing or verbally by the Agency.
- IV. Take all reasonable steps to safeguard your own safety and the safety of any other person who may be present or affected by your actions on the Assignment and comply with any health and safety policies of the Agency.
- V. Not engage in any conduct detrimental to the interests of the Client or the Agency
- VI. Comply with the provisions in any health and safety risk assessment and training manual produced by us in relation to any Assignment and observe and perform all reasonable written rules and regulations of ours notified to you in writing or verbally 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.

#### **8. Code of Conduct**

You will be required to adhere to the Agency Code of conduct. Failure to work in accordance with these procedures will be deemed as a breach of this code. You must

- I. Be professional and courteous at all times and have continuous enthusiasm for the product and brand.
- II. Consent to your full co-operation and instruction from the Agency.
- III. Agree that assignment will begin 15mins prior to job commencing and adhere to booking guidelines at all times.
- IV. If handling food, hygiene procedures must be strictly followed such as no coughing/sneezing over products, plasters worn over cuts, long hair tied back, no finger to mouth contact whilst on duty/handling food.
- V. Hair, nails and makeup must be of the highest standard and neat and tidy at all times.
- VI. No smoking or use of mobile phones until allocated break time. It is not permitted to eat, drink, take drugs, alcohol or chew chewing gum whilst in uniform during working hours and on duty.
- VII. Visible body piercing are not permitted
- VIII. Company vehicles may only be used within the activity times, and may not be used out of hours of Vision Models assignment.
- IX. Notify the Agency of any change to your contact details or personal appearance.
- X. Under no circumstances will you replace yourself on a job you have agreed to do without consulting Vision Models. This may result in immediate dismissal and non-payment. The Agency reserves the right to deduct monies for lateness without valid reason and contact to the Agency.

#### **9. Confidentiality**

You must not, at any time divulge to any person, nor use for your own or any other person's benefit, any confidential information relating to employees, business affairs, transactions or finances of Clients, us or the terms of the agreement between you and us.

#### **10. Data Protection**

You agree that the data provided in the registration form is true and describes you personally. You are responsible for ensuring the data and current images are accurate. You permit the Agency, without express consent, to forward visual information (such as z-cards/photographs) to potential clients with the express intent of generating a business relationship. The Agency commits to comply with internationally recognized data protection standards with respect to all personal data from users. You consent, as according to the Data Protection Act 1988, to the processing of all or any personal data relevant to your assignment by the Agency and any third party bound by a confidentiality agreement. Personal data will not be disclosed to unauthorized third parties. With reference to personal and visual data you agree that the Agency stores and processes such data for the purpose of processing the business relationship with the user. You may at any time request the Agency to inform him/her about the kind of personal data stored or to request the Agency to correct or delete the personal data.

