



**TERMS AND
CONDITIONS**
Associate
December 2023





Associate Agreement

Agreement for Services as an independent Associate. This agreement applies to all Associates engaged by Global Experience Specialists Limited, GES Event Intelligence Limited, VIAD Service Companies Limited, Spiro and associated Group Companies (collectively "the Company")

1. Interpretation

1.1 The definitions and rules of interpretation in this clause apply in this Agreement (unless the context requires otherwise):

"Confidential Information"

Information in whatever form (including without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, customers, products, affairs and finances of the Company or any Group Company (defined as the Company, its subsidiaries or holding companies from time to time and any subsidiary of any holding company from time to time) for the time being confidential to the Company or any Group Company and trade secrets including, without limitation, technical data and know-how relating to the Business of the Company or of any Group Company or any of its or their suppliers, customers, agents, distributors, shareholders, management or business contacts and including (but not limited to) information that the Associate creates, develops, receives or obtains in connection with their Engagement, whether or not such information (if in anything other than oral form) is marked confidential.

an engagement to which section 49(1)(C) or section 61M(1)(d) of the Income Tax (Earnings and Pensions) Act 2003 applies

"Deemed Employment"

"Engagement"

the engagement of the Associate by the Company to provide the Services on the terms of this Agreement and as set out in the Work Purchase Order applicable at any time during the Engagement;

"Company Property"

all documents, books, manuals, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the Company or its customers and business contacts, and any equipment, keys, hardware or software provided for the Associate's use by the Company during the Engagement, and any data or documents (including

copies) produced, maintained or stored by the Associate on the computer systems or other electronic equipment of the Company or the Associate during the Engagement.

“Off-payroll Working rules”

the rules in Chapter 8 or 10 of Part 2 of the Income Tax (Earnings and Pensions) Act 2003

“Services”

services notified to the Associate from time to time by the Company and set out in a Works Purchase Order including, but not limited to working alongside any teams specified in the Works Purchase Order.

“Works Purchase Order”

Summary of the terms on which the Services are to be provided which may be varied from time to time but which always forms part of and is incorporated into this Agreement.

For the avoidance of doubt, a reference to this agreement or to any other agreement or document is a reference to this agreement or such other agreement or document, in each case as varied from time to time.

2. Term of engagement

The Engagement shall commence on the start date set out in the Schedules and/or Work Purchase Orders and shall continue subject to the remaining terms of this Agreement until the end date as set out in the Schedules and/or Work Purchase Orders when it will terminate automatically without the need for notice unless previously terminated by either party giving not less than 1 weeks' notice.

3. Services

3.1 During the Engagement the Associate shall:

3.1.1 provide the Services as set out in the Schedules and/or Work Purchase Orders with all due care, skill and ability;

3.1.2 unless the Associate is prevented by ill health or accident, devote to the carrying out of the Services such time as may be reasonably necessary for their proper performance; and

3.1.3 promptly give to the Company all such information and reports as it may reasonably require in connection with matters relating to the provision of the Services.

3.2 The Associate is free to decide when to provide the Services (subject to any deadlines or service standards set by the Company in relation to the delivery of the Services) but the Company shall ensure that the Services are provided for such hours and at such places as are necessary for the proper performance of the Services.

3.3 If the Associate is unable to provide the Services due to illness or injury the Associate shall advise the Company of that fact as soon as reasonably practicable.

3.4 Unless they have been specifically authorised to do so by the Company in writing the Associate shall not have any authority to incur any expenditure in the name of or for the account of the Company or hold themselves out as having authority to bind the Company.

3.5 If the Associate or Associates service has direct exposure to third party property or persons, including site work, then the person must have public liability insurance to the value of at least £5 million, and shall, at the Company's request, produce both the insurance certificate giving

details of the cover and receipt for the current year's premium. If the Associate has no direct exposure to third party property or persons then public liability insurance is not required.

4. Fees

- 4.1 In consideration of the Services the Company will pay consultancy fees to the Associate at the rate set out in the Schedules and/or Work Purchase Orders, subject to the Associate submitting an invoice in accordance which gives details of the amount of the fee agreed (plus VAT, if applicable) for such Services in that calendar month.
- 4.2 The Company shall be entitled to deduct from the fees (and any other sums) due to the Associate any sums that the Associate may owe the Company at any time.

5. Expenses

- 5.1 The Company acknowledges that its Associates may incur expenses when carrying out of their role. The Company will reimburse, via the expense claim system, reasonable and necessary expenses which have been incurred when they are supported by receipts to evidence expenditure.
- 5.2 Expenses can be claimed by completing an expense form and attaching all relevant supporting evidence within one month of the cost being incurred. You will need to attach this form with your general invoice. You will receive reimbursement in accordance with your standard terms. Reimbursement will not be made where there is no supporting evidence or where the Company believes the expenditure was not reasonable or necessary.
- 5.3 Misuse of the Company's expenses policy is considered to be a serious breach of contract and may result in the termination of your agreement. Please refer to the Company's expenses policy for more details.

6. Other activities

- 6.1 Nothing in this Agreement shall prevent the Associate from being engaged, concerned or having any financial interest in any Capacity (defined as agent, Associate, director, employee, owner, partner, shareholder or in any other capacity) in any other business, trade, profession or occupation during the Engagement provided that:
- 6.1.1 such activity does not cause a breach of any of the Associate's obligations under this Agreement;
- 6.1.2 the Associate shall seek the prior written consent of the Company prior to engaging in any such activity if it relates to a business which is or is reasonably likely to become competitive with the business of the Company; and
- 6.1.3 the Associate shall give priority to the provision of the Services to the Company over any other business activities undertaken by the Associate during the course of the Engagement.

7. Data protection

- 7.1 The Company will collect and process information relating to the Associate in accordance with the privacy notice which is on the Company's intranet.
- 7.2 You are required to familiarise yourself with and at all times adhere to the Company's Data Protection Policy / rules, guidelines and instructions relating to data protection and undertake to:

- 7.2.1 take all reasonable steps to ensure that confidential information relating to or belonging to the Company or its Associated Companies or personal data which you access, hold or process during the course of this agreement will not be available or disclosed to third parties and will be kept securely by you, particularly if such information is accessed by or accessible to you via a mobile device; and
- 7.2.2 immediately notify the Company's Data Protection Officer if you become aware of any unauthorised disclosures of any confidential information relating to or belonging to the Company or its Associated Companies or personal data or any other breaches of the Company's Data Protection Policy / rules, guidelines and instructions relating to data protection.

7.3 You acknowledge that a failure to meet the obligations in clause 7.2 may lead to the termination of this agreement under the Company's Disciplinary Policy.

8. Confidential Information and Intellectual Property

- 8.1 During their time at GES, the Associate may come across information that is confidential to the Company or its clients including without limitation, trade secrets, confidential methods of working, pricing and pricing structure. The Associate agrees to keep such information strictly confidential both during this agreement and after its termination, except where disclosure is authorised by GES or required by law. The nature of the assignment may require the Associate to acknowledge a more detailed non-disclosure agreement. This will be determined by the Company.
- 8.2 At any stage the Associate will promptly on request return to the Company all and any Company Property in their possession.
- 8.3 The Associate hereby assigns to the Company all existing and future intellectual property rights (including, without limitation, patents, copyright and related rights) and inventions arising from the Services provided to the Company. The Associate agrees promptly to execute all documents and do all acts as may, in the Company's opinion, be necessary to give effect to this Clause 8.
- 8.4 The Associate hereby irrevocably waives all moral rights under the Copyright, Designs and Patents Act 1988 (and all similar rights in other jurisdictions) which they have or will have in any existing or future works.

9. Termination

- 9.1 Notwithstanding the provisions of clause 2, the Company may terminate the Engagement with immediate effect without notice and for any reason and without any liability to pay any remuneration, compensation or damages if at any time:
 - 9.1.1 the Associate is guilty of any behaviour or conduct, actions or a failure to act, which could be deemed as gross misconduct and / or adversely affects the business of the Company;
 - 9.1.2 the Associate commits any serious or repeated breach of any of the provisions of this Agreement or refuses or neglects to comply with any reasonable directions of the Company;
 - 9.1.3 the Associate is convicted of any criminal offence (other than a road traffic offence);
 - 9.1.4 the Associate is in the reasonable opinion of the Company negligent and incompetent in the performance of the Services;
 - 9.1.5 the Associate is declared bankrupt or makes any arrangement with or for the benefit of their creditors or has a county court administration order made against them under the County Court Act 1984; or

- 9.1.6 the Associate is incapacitated (including by reason of illness or accident) from providing the Services.

10. Obligations during and on termination

- 10.1 On the expiry of the engagement the Associate shall:
- 10.1.1 immediately deliver to the Company all Company property and original Confidential Information in their possession or under their control;
 - 10.1.2 subject to the Company's data retention guidelines, irretrievably delete any information relating to the business of the Company or any Group Company stored on any magnetic or optical disk or memory and all matter derived from such sources which is in their possession or under their control outside the premises of the Company. For the avoidance of doubt, the contact details of business contacts made during the Engagement are regarded as Confidential Information, and as such, must be deleted from personal social or professional networking accounts; and
 - 10.1.3 provide a signed statement, if requested by the Company, that they have complied fully with their obligations under this clause 9, together with such evidence of compliance as the Company may reasonably request.
- 10.2 The Associate agrees that in order to protect its legitimate business interests and the Confidential Information and any Group Company's business connections to which they have access as a result of the Engagement, they covenant with the Company and Group Company that they shall not:
- 10.2.1 during the Engagement and for 6 months immediately after the expiry of the Engagement in the course of any business concern which is in competition with any Restricted Business (defined as those parts of the Company or any Group Company's business with which they were involved to a material extent in the 6 months immediately before the expiry of the Engagement, offer to employ or engage or otherwise endeavour to entice away from the Company or any Group Company any Restricted Person (defined as anyone employed or engaged by the Company any Group Company at the level of manager or above and who could materially damage the Company's or any Group Company's interests if they were involved in any Capacity in any business concern which competes with any Restricted Business and with whom the Associate dealt in the 6 months before the expiry of the Engagement;
 - 10.2.2 during the Engagement and for 6 months immediately after the expiry of the Engagement in the course of any business concern which is in competition with any Restricted Business, employ or engage or otherwise facilitate the employment or engagement of any Restricted Person, whether or not such person would be in breach of contract as a result of such employment or engagement;
 - 10.2.3 during the Engagement and for 6 months immediately after the expiry of the Engagement, be involved in any Capacity with any business concern which is (or intends to be) in competition with any Restricted Business;
 - 10.2.4 during the Engagement and for 6 months immediately after the expiry of the Engagement, be involved with the provision of goods or services to (or otherwise have any business dealings with) any Restricted Customer (defined as any firm, company or person who, during the 6 months immediately before the expiry of the Engagement, was a customer or prospective customer or supplier or prospective supplier of or in the habit of dealing with the Company or any Group Company with whom the Associate had contact or about whom the Associate became aware or informed in the course of the Engagement in the course of any business concern which is in competition with any Restricted Business; or

10.2.5 at any time after the Engagement represent themselves as connected with the Company or any Group Company in any Capacity.

11. Status

- 11.1 Nothing contained in this Agreement shall be construed or have effect as constituting any relationship of employer and employee between the Company and the Associate or confer upon the Associate “worker” status and the Associate shall not hold themselves out as such.
- 11.2 Nothing in this Agreement shall constitute the Associate acting as an agent of any member of the Group. The Associate shall not have any right or power whatsoever to contract on behalf of any member of the Group or bind any member of the Group in any way in relation to third parties unless specifically authorised to do so.
- 11.3 Nothing contained in this Agreement shall constitute a partnership or joint venture between any member of the Company and the Associate.
- 11.4 This Agreement constitutes a contract for the provision of services and not a contract of employment and accordingly the Associate shall be fully responsible for and shall indemnify the Company in respect of any income tax, National Insurance and Social Security contributions and any other liability, deduction, contribution, assessment or claim arising from or in connection with either the performance of the Services or any payment or benefit received by the Associate in respect of the Services, where such recovery is not prohibited by law. The Associate shall further indemnify the Company against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the Company in connection with or in consequence of any such liability, deduction, contribution, assessment or claim other than where the latter arise out of the Company’s negligence or wilful default.
- 11.5 The Associate shall indemnify and keep indemnified the Company against any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Associate against the Company arising out of or in connection with the provision of the Services or this Agreement.
- Without prejudice to the indemnities in **Clause 11.4 and 11.5**, if for any reason, the Company shall become liable to pay, or shall pay, any such taxes, liabilities or other payments as referred to in **Clause 11.4 and 11.5**, the Company shall be entitled to deduct from any amounts payable to the Associate all amounts so paid or required to be paid by the Company and, to the extent that any amount of taxes, liabilities or other payments paid or required to be paid by the Associate shall exceed the amounts payable by the Company to the Associate the Associate shall indemnify the Company in respect of such liability and shall, upon demand, forthwith reimburse the Company such excess (and the same shall be recoverable from the Associate as a debt).
- 11.6 The Company may at its option satisfy such indemnity (in whole or in part) by way of deduction from payments due to the Associate.
- 11.7 The Associate shall be responsible for ensuring compliance with the requirements of the Off-payroll Working Rules (to the extent applicable to it) in connection with the Associate. In the event that the provisions of the Off payroll Working rules apply or are alleged by HMRC to so apply in relation to the Associate, the Associate shall not be entitled to increase the Fee or seek any other payment or compensation whatsoever as a result.
- 11.8 The Associate shall at its own expense provide such prompt and diligent cooperation, information, documentation and assistance as the Company may from time to time require to allow it to determine whether the Engagement is or will be within the Off-payroll Working rules and is or will be Deemed Employment or to determine the employment status for tax purposes of the Associate and, if the Company decides that the Engagement is Deemed Employment or the Associate employed by the Company for tax purposes, in order to comply with any obligation on the Company to deduct and account for tax or national insurance contributions from the fees due under clause. This will include preparatory work, assistance to enable the Company to

complete and issue a status determination in accordance with the Off-payroll Working rules and to any other persons in the chain of supply in respect of such the Associate (“Intermediary”); assistance with queries and communications raised by or on behalf of the Associate or any Intermediary; assistance with any appeal procedure pursuant to the Off-payroll Working rules or as otherwise required by the Company from time to time and assistance with any determinations and communications with HMRC or appeals concerning any demands for tax or national insurance contributions. The Associate shall be entitled to reduce the Fee by such amount it may determine to reflect the cost of the Off payroll Working rules compliance (including any administrative costs) in connection with the Associate and this Agreement.

- 11.9 The Associate shall, promptly inform the Company of any material change to any information or documentation previously provided in compliance with this clause and shall also promptly provide any other information or documentation that they consider (or ought to reasonably consider) to be materially relevant to determining whether the Engagement is Deemed Employment. The Company reserves the right to amend the terms of the Engagement, and this agreement, if the Engagement is determined to be Deemed Employment.

12. Schedules/Work Purchase Order

Any Schedule and/or any Work Purchase Order referred to in this agreement (in each case as varied from time to time) shall form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any references to this agreement include any Schedules and/or Work Purchase Orders.

13. Governing law and jurisdiction

This Agreement and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with English law.