



**TERMS AND
CONDITIONS**
Contractor
November 2022





Contractor Agreement

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

I hereby, agree to the following statements, which form my obligations as a sub-contractor and are used as my "contract for services" and not a contract of employment between myself and Global Experience Specialists (GES) Limited

1. Responsibilities and Indemnities

- 1.1 To be fully responsible and indemnify the Company in respect of any income tax and any national insurance contributions and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with either the performance of the services or any payment or benefit I receive in respect of the services, where such recovery is not prohibited by law.
- 1.2 I shall further indemnify the Company against all reasonable costs, expenses and any penalty, fine or interest incurred or payable in connection with or in consequence of any such liability, deduction, contribution, assessment or claim other than where the latter arise out the Company's negligence or wilful default.
- 1.3 I 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) I may bring against the Company arising out of or in connection with the provision of the services or this agreement.
- 1.4 I shall have public liability insurance to the value of at least £5 million pounds and shall on the Company's request produce both the insurance certificate giving details of the cover and the receipt for the current year's premium.

2 Completion of Work

- 2.1 I agree to accurately record my completion of work.
- 2.2 I accept that the Company is not obliged to provide me with work.

3 Fees

- 3.1 In consideration of the Services the Company will pay fees to the Contractor at the rate set out in the Schedules and/or Work Purchase Orders, subject to the Contractor 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.
- 3.2 The Company shall be entitled to deduct from the fees (and any other sums) due to the Contractor any sums that the Contractor may owe the Company at any time.
- 3.3 I accept that no invoices will be paid unless and until they have been authorised by a manager of the Company.

4 Right to Work

I am entitled to work in the UK.

5 Termination of Agreement

Either I or the Company may terminate this agreement for any reason by giving one week's notice in writing.

6 Rules, policies and procedures

- 6.1 I agree to comply with the following policies: Health and Safety, Always Honest, Sustainability policy and any other applicable policies as issued to me.
- 6.2 Wear and use the necessary Personal Protective Equipment (PPE).
- 6.3 To work with due skill and diligence, and to use the correct methods of work.
- 6.4 To take reasonable care for my own safety and the safety of others who may be affected by my actions or omissions.
- 6.5 I agree to communicate with the appointed Manager if I am unable to carry out duties as agreed.
- 6.6 I am able to work for other contractors so far as this does not interfere with my work for the Company.
- 6.7 I have read, understood and agree to conform to the rules and regulations set within any relevant risk assessments and method statements, and any additional "in house" guidelines currently or temporally in force at the time of my contract.
- 6.8 I understand that as I represent the company, I will be courteous to all others at all times during my contract; this includes other GES Employees, contractors / service partners and public.

7. Status

- 7.1 My status is as a self-employed contractor and nothing in this agreement shall confer employment rights on me or render me an employee, worker, agent or partner of the Company.
- 7.2 I agree to the extent the Company become liable under IR35 to make any determination as to my status for income tax and or national insurance purposes, I shall be responsible for ensuring

compliance with the requirements of IR35. In the event that the provisions of IR35 apply or are alleged by HMRC I shall not be entitled to seek payment or compensation whatsoever as a result.

- 7.3 I shall at my own expense provide such prompt and diligent cooperation, information and assistance as required from time to time in connection with IR35.

8. Data protection

- 8.1 The Company will collect and process information relating to the Associate Company and the Associate in accordance with the privacy notice which is on the Company's intranet.

- 8.2 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:

8.2.1 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

8.2.2 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.

- 8.3 You acknowledge that a failure to meet the obligations in clause 8.2 may lead to the termination of this agreement under the Company's Disciplinary Policy.

9. Confidentiality

During my time at GES, I 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. I agree 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 Contractor to acknowledge a more detailed non-disclosure agreement. This will be determined by the Assignor.

10. 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.

11. 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.