



TERMS AND CONDITIONS

Umbrella

November 2022





Umbrella Agreement

Agreement for Services as an Umbrella for Services. 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")

We the Contractor hereby, agree to the following statements, which form our obligations as a contractor and are used as the "contract for services" and not a contract of employment with Global Experience Specialists (GES) Ltd.

1. Interpretation

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

"Contractor"	Any person(s), firm or company involved to assist with the provision of the Services.
"Services"	services notified to us 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. Responsibilities and Indemnities

- 2.1 We will ensure that we will provide the Services with all due care, skill and ability and if we involve any other Contractor to assist with the provision the Services, we will ensure that any such Contractor complies with all the terms of this agreement and any other agreement or document which forms part of the Services.
- 2.2 We will 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 we or any Contractor receives in respect of the Services, where such recovery is not prohibited by law.

- 2.3 We 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 as set out in clause 2.2 above other than where the latter arise out of the Company's negligence or wilful default.
- 2.4 We 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) we or any Contractor may bring against the Company arising out of or in connection with the provision of the Services or this agreement.
- 2.5 We will 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. If necessary, we will ensure that this covers any Contractor.

3. Completion of Work

- 3.1 We agree to accurately record the completion of work and the completion of work by any Contractor.
- 3.2 We accept that the Company is not obliged to provide us or any Contractor with work.

4. Fees

- 4.1 In consideration of the Services the Company will pay to us the fees at the rate set out in any Schedule and/or Work Purchase Orders, subject to us 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 We confirm that we are solely responsible for payment of any Contractor.
- 4.3 The Company shall be entitled to deduct from the fees (and any other sums) due to us any sums that we may owe the Company at any time.
- 4.4 We accept that no invoices will be paid unless and until they have been authorised by a manager of the Company.

5. Right to Work

Where applicable we will confirm that any Contractor has the right to work in the UK.

6. Termination of Agreement

Either us or the Company may terminate this agreement for any reason by giving the appropriate notice in writing, as set out in any Schedule/Work Purchase Orders.

7. Rules, policies and procedures

- 7.1 We agree to comply (and will ensure that any Contractor complies) with the following requirements:
- 7.1.1 To comply with the following policies: Health and Safety, Always Honest, Sustainability policy and any other applicable policies as issued by the Company.

- 7.1.2 To wear and use the necessary Personal Protective Equipment (PPE).
- 7.1.3 To work with due skill and diligence, and to use the correct methods of work.
- 7.1.4 To take reasonable care for our own safety and the safety of others who may be affected by our actions or omissions.
- 7.2 We agree to communicate with the appointed Manager if we or any Contractor are unable to carry out duties as agreed.
- 7.3 We are able to work for other companies or contractors so far as this does not interfere with our work for the Company.
- 7.4 We 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 temporarily in force at the time of this agreement and will ensure that any Contractor complies with this requirement.
- 7.5 We understand that as we and any Contractor represent the Company. We and any Contractor will be courteous to all others at all times during this agreement; this includes other GES Employees, contractors / service partners and public.

8. Status

- 8.1 Our status is that of a contractor and nothing in this agreement shall confer any employment rights on us or any Contractor or render us or any Contractor an employee, worker, agent or partner of the Company.
- 8.2 We agree to the extent the Company become liable under IR35 to make any determination as to our status or that of any Contractor for income tax and or national insurance purposes, We shall be responsible for ensuring compliance with the requirements of IR35 and shall procure that any Contractor shall comply with the requirements of IR35. In the event that the provisions of IR35 apply or are alleged by HMRC neither us nor any Contractor shall be entitled to seek payment or compensation whatsoever as a result.
- 8.3 We shall at our own expense provide such prompt and diligent cooperation, information and assistance as required from time to time in connection with IR35.

9. Data protection

- 9.1 The Company will collect and process information relating to us and any Contractor in accordance with the privacy notice which is on the Company’s intranet.
- 9.2 We acknowledge that we and any Contractor are required to be familiar with and at all times adhere to the Company’s Data Protection Policy / rules, guidelines and instructions relating to data protection and undertake to:
 - 9.2.1 take all reasonable steps to ensure that confidential information relating to or belonging to the Company or its Associated Companies or personal data we or any Contractor has access to, hold or process during the course of this agreement will not be available or disclosed to third parties and will be kept securely by us and any Contractor, particularly if such information is accessed by or accessible to us or any Contractor via a mobile device; and

9.2.2 immediately notify the Company's Data Protection Officer if we 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.

9.3 We acknowledge that any failure to meet the obligations in clause 9.2 may lead to the termination of this agreement.

10. Confidentiality

Under the terms of this Agreement and the provision of the Services, we (and any Contractor) 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. We 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 (and will ensure that any Contractor does the same). The nature of the assignment may require us or any Contractor to acknowledge a more detailed non-disclosure agreement. This will be determined by the Company.

11. Schedules/Work Purchase Order

11.1 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.