



Standard Terms & Conditions of Business Between

The Client and MEP Hospitality Staffing Ltd ("MEP") of Registered Office Address: 6 Talina Centre, London, SW6 2BW. Company Registration Number 10301940 – VAT Registration Number 254 4407 14

1. Definitions and Interpretation

1.1. In these Terms the following words are defined as follows:

Contract means these Terms and the details attached to these Terms;

Event means the event or party detailed on the Contract;

Fee means the fee payable by the Client in accordance with clause 3;

Fee Schedule means the fee schedule attached to this Contract;

Member of Staff means such employees provided by MEP acting as an Employment Business to perform specified services for the Client at the Event whether Member of Staffs or permanently engaged;

Minimum Fee means the minimum fee charged by MEP for each Member of Staff performing the Services at the Event as detailed in the Contract but being no less than the fee for 4-hours work per member of staff;

Normal Office Hours means 09:00 – 17:30 Monday – Friday excluding National Public Holidays;

Services means the range of duties to be performed by Members of Staff based on their job descriptions detailed in the Contract;

Terms means these terms and conditions;

Venue means the venue detailed on the contract, at which the Event shall be staged.

1.2. This Contract constitutes the entire agreement between the parties and supersedes any previous arrangements and agreements relating to the same subject matter. The Contract prevails over the Client's standard conditions, any conditions customary in the trade and any conditions, which may have previously applied between the parties. For the avoidance of doubt the conditions set out in the Contract are in addition to and, where relevant, supersede the provisions of these Terms.

1.3. Any waiver, substitution, modification or addition to this Contract must be expressly agreed in writing by MEP.

2. Acceptance, Variation and Cancellation

2.1. The Client may place an order orally but must confirm the order in writing. MEP accepts no responsibility for any misunderstanding arising through orders or instructions solely placed verbally.

2.2. The Contract shall commence once it is signed by Client and countersigned by MEP or accepted by MEP agreeing to provide the members of Staff for the Event.

2.3. Once the Contract is in force MEP agrees to provide the requested number of Members of Staff to the Client to perform the designated Services at the specified Event in consideration of the payment of the Fee by the Client and the Client agrees to pay the Fee. Both parties agree to perform their respective obligations in accordance with the terms of the Contract.

2.4. The Client accepts that once the Contract has been signed and accepted the Contract can only be varied at MEP' discretion. The Client acknowledges that any variation may lead to an increase in the Fee. Any notification of variation by the Client must be received during our Normal Office Hours.

2.5. If the Client cancels the Contract less than 2 working days before the Event, the Client shall be liable to pay MEP 100% of the Minimum Fee. Exceptions apply in the months of June, July, September and December.

2.6. If the Client cancels the Contract less than five working days before the Event in the months of June, July, September and December the Client shall be liable to pay MEP 100% of the Minimum Fee.

2.7. If the Client cancels the Contract less than fourteen working days before the Event in the months of June, July, September and December the Client shall be liable to pay MEP 25% of the Minimum Fee.

2.8. If the Client wishes to place an order with less than 2 full working days' notice before an Event the Client shall be liable for an additional fee of no less than £8 per Member of Staff.

3. Price and Payment

3.1 Where a Credit Account has been agreed, the Client agrees to pay the total Fee within 30 days of the date of the invoice submitted to the Client by MEP. It is MEP' standard procedure to issue this invoice within 7 days of the Event. MEP reserves the right to request a deposit payment of up to 100% of the anticipated fees prior to the provision of Services.

3.2 The total Fee is based on the number of Members of Staff employed at the Event and the number of hours worked (invoiced by ¼ hour) by each Member of Staff at their current hourly rates as set out in the Fee Schedule plus out of pocket expenses. A fee estimate is included in the Contract. In any event, the Client shall be charged the Minimum Fee for each Member of Staff employed at the Event as detailed in the Fee Schedule. The Fee is quoted exclusive of VAT and any other duties or taxes, which may be in force, from time to time.

3.3. MEP recommends that the Client submit timesheets for the work carried out by each Member of Staff within two days of the end of the Event (or as otherwise agreed with MEP). In the absence of any such timesheets MEP will calculate the total Fee on the time estimates submitted to them by each Member of Staff.

3.4. The Client must raise any queries relating to the invoice in writing within 7 days of the date of the invoice.

3.5. Notwithstanding the statutory rights of MEP under the Late Payment of Commercial Debts (Interest) Act 1998 and any subsequent related regulations MEP reserves the right to charge interest if the Client does not pay the full Fee within the time specified. Interest will be charged on a daily basis (before and after judgement) until payment at 4% over the base rate of Barclays Bank plc from time to time.

3.6. The Client further agrees to pay all reasonable expenses incurred by Members of Staff. Reasonable expenses shall include all those expenses set out in the Fee Schedule.

3.7. The Client further agrees to pay all reasonable travel expenses before 07.00am & after 23.30pm (Monday to Saturday) and 08.00am & after 23.30pm (Sunday) or to any venue outside Zone 3 of the London Underground Tube System.

3.8. The Client further agrees to pay for Travel time for events located beyond Zone 3 of the London Underground Tube System at half rate for passengers and full rate for drivers. The Client further agrees to pay Travel expenses at the rate of £0.55 per mile for cars. Hired cars, coaches and minibuses including car club vehicles (eg Zipcar) are also available by quotation by request.



4. MEP Pledge

4.1 MEP undertakes to provide the Client with the highest standards of service possible both in its dealings with the Client and in the Services provided by each Member of Staff at the Event.

4.2 MEP warrants that each Member of Staff has been individually interviewed, has the skills and abilities relevant to the delivery of the Services for which they have been commissioned and has been chosen for the Event on the basis of their presentation, ability and experience. This includes our Authorisation to Work Procedure (which includes verifying identity, eligibility to work in the UK, receipt & verification of references), signed our Personal Health Questionnaire, are aged 18 or over, have agreed to comply with our Terms of Employment, our Ethical Practices, Equal Opportunities and Confidentiality Agreement and have passed our Basic Food Hygiene, Health & Safety, Company Procedures & Manual Handling training. In addition we require all staff to complete our Rehabilitation of Offenders Declaration and Working Time Directive Form.

4.3 MEP confirms that each Member of Staff has been selected by and trained by MEP and is qualified to perform the Services as set out in accordance with MEP's high standards and that MEP is acting as an Employment Business in the placement of staff at Events.

4.4 MEP will use all reasonable endeavours to replace any Member of Staff who fails to arrive at the Event or who is unable to perform the relevant Services satisfactorily.

4.5 MEP shall notify the Client immediately if it receives or otherwise obtains information which gives the Employment Business reasonable grounds to believe that a Member of Staff supplied to the Client is unsuitable for the Assignment and shall be entitled to terminate the assignment forthwith and without prior notice and without liability. Notwithstanding, the Client shall remain liable for all such hourly charges properly incurred in accordance with the Contract prior to the termination of the assignment, subject to the satisfactory performance of the Services up to the point of termination.

4.6 The Client acknowledges that these high standards of service can only be maintained during the Event if the Client complies with its obligations in relation to the management of Members of Staff and with the staffing levels for the Event recommended by MEP.

5. Client Responsibilities

5.1. The Client shall be responsible for all Members of Staff from the moment they arrive at the Venue and sign the Client's attendance log (or designated meeting point if the Client is organising transport), for the duration of the Event and until such time as they are dismissed after the end of the Event. During this time the Client shall ensure that the Members of Staff work at all times under the sole direction and supervision of the Client and MEP shall bear no liability whatsoever for any errors, omissions caused by any Member of Staff as a result of a lack of control, instruction, or suitable supervision of any Member of Staff by the Client.

5.2. The Client undertakes to ensure that reasonable and adequate working facilities are made available to Members of Staff in order to enable the Services to be performed professionally and that Members of Staff will be fully briefed before commencing the Services and given adequate and prompt assistance as and when required thereafter in order to comply with all relevant Statutory Law relating to Health and Safety at Work.

5.3 The Client undertakes to supervise the Member of Staff sufficiently to ensure the Client's satisfaction with the Member of Staff's standards of work. If the Client reasonably considers that the services of the Member of Staff are unsatisfactory, the Client may terminate the assignment either by instructing

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the Member of Staff to leave the assignment immediately or by directing MEP to remove the Member of Staff. The Client is obliged to pay the Employment Business fees for such time the Member of Staff has worked prior to their assignment being terminated. MEP may, in its absolute discretion (acting reasonably), in such circumstances, reduce or cancel the charges for the time worked by that Member of Staff, provided that the Client has notified the Employment Business immediately that they have asked the Member of Staff to leave the assignment or the assignment terminates:

5.3.1 within 4 hours of the Member of Staff the assignment where an assignment is for more than 7 hours; or

5.3.2 within 2 hours for an assignment of 7 hours or less

5.4. The Client shall endeavour to notify MEP promptly and ideally within 1 hour if a Member of Staff fails to attend work or has notified the Client that they are unable to work for some reason.

5.5. The Client shall, in all matters arising in the performance of the Contract, endeavour to comply with all statutory provisions that shall be applicable to the provision of the Services. In particular, the Client undertakes to comply with all relevant health and safety legislation and the provisions of the Working Time Regulations and entitlement to appropriate breaks (a minimum of 20 minutes when working for more than 6 hours and not at the beginning or end of the shift). The Client shall notify MEP of any health and safety matters relevant to an assignment including the assessment of risks in order that MEP can communicate these to its Members of Staff.

5.6. The Client shall effect and maintain Employers' Liability insurance with a limit of £10m any one incident and Public Liability insurance with a limit of £5m any one incident covering the Client's legal liability for bodily injury and direct property damage.

5.7. The Client undertakes to MEP that the Customer will and will procure that all its authorised persons (including officers, members, employees, consultants and agents) will at all times comply fully with the Equality Act 2010 (the EA Warranty). Furthermore, the Customer will indemnify and keep indemnified on demand and hold harmless MEP and each of its authorised persons from and against all losses (damages, liabilities, demands, costs, expenses, claims, actions and proceedings including all fines, penalties, interest and reasonable professional fees) suffered or incurred by them whether jointly or severally arising out of or in connection with:

5.7.1 any act or omission by the Customer or any of its authorised persons that is in breach of this Agreement; and/or

5.7.2 any breach 5.7of the EA warranty set out in this clause

5.8 The Client agrees to indemnify MEP against all losses, claims, demands, actions, proceedings, damages and costs (excluding any indirect or consequential losses, claims, demands, actions, proceedings, damages and costs) arising out of its legal liability for bodily injury or direct property damage (subject to a limit of £5M any one incident in respect of direct property damage) caused to MEP or its Member of Staff.

6. MEP' Responsibilities

6.1 MEP shall remain responsible for payment of any remuneration to any Member of Staff, the payment of National Insurance Contributions and accountable to the Inland Revenue in relation there to for PAYE Income Tax.

6.2 MEP confirms that it maintains suitable Employers' Liability Insurance with a limit of £10 million any one incident and Public Liability Insurance with a limit of £5 million any one

Initial:
Date:



incident covering MEP' legal liability for bodily injury and direct property damage.

7. Placements

7.1 In the event that the Client wishes to offer employment to a Member of Staff whilst such Member of Staff is assigned to the Client or within the "Relevant Period" (as laid out in Regulation 10 of The Employment Agency's Act) whether such offer of employment is made direct to the Member of Staff or through another employment business, the Client shall be liable to pay the MEP a fee of 15% of the Member of Staff's gross annual salary and taxable emoluments (the "Introduction Fee").

In the event that the Client fails to confirm the Member of Staff's annual salary, the Client shall be liable to pay the MEP the Introduction Fee based on the Member of Staff's estimated annual salary, calculated by means of multiplying the Member of Staff's hourly rate by thirty-seven and a half (37.5) of which sum shall be further multiplied by fifty-two (52).

Where the Client so elects by giving seven (7) days written notice he may as an alternative to paying the Introduction Fee choose an extended period of hire of twenty-six (26) weeks (the "Extended Period") for a minimum of 37.5 hours per week during which the Client shall pay the Charges agreed pursuant to clauses in the Fee Schedule for each hour the Member of Staff is so supplied. MEP shall not subject to the provisions of the fee schedule increase the Charges during the Extended Period unless such increase has been agreed between MEP and the Client before the Client gives notice that it wishes to offer employment to the Member of Staff.

7.2 If within the "Relevant Period" pursuant to the supply of the Member of Staff to the Client by the Company the Client passes on the Member of Staff or details of the Member of Staff to any third party who engages and/or employs the Member of Staff the Client shall be liable to pay the Introduction Fee. In the event that the Client fails to confirm the Member of Staff's annual salary, the Client shall be liable to pay the Company the Introduction Fee based on the Member of Staff's estimated annual salary, calculated by means of multiplying the Member of Staff's hourly rate by thirty-seven and a half (37.5) of which sum shall be further multiplied by fifty-two (52).

8. Uniform Hire

8.1 The Client may request that Members of Staff wear particular uniform for the Event. There will be an additional fee attached to this request based on the hire out charges set out in the Uniform Fee Schedule.

8.2 Uniforms hired by The Client are subject to a 'Hire Period' of 36 hours from delivery to collection of the hire uniforms. Uniforms returned beyond the 'Hire Period' are subject to a charge as noted in clause 8.5 and 8.6.

8.3 The Client shall be responsible for the delivery and collection of these uniforms unless otherwise agreed with MEP who reserve the right to charge a minimum fee of £30 for providing this service.

8.4 The Client shall be wholly responsible for these uniforms from the point of delivery to the point of collection and the Client agrees to compensate MEP for any loss or damage to the uniforms during that period on a new for old basis.

8.5 In the event of The Client returning the hire uniforms beyond the hire period The Client agrees to compensate MEP in respect of loss of hire calculated at 50% of the hire value per day.

8.6 In the event of The Client losing or damaging hire uniforms The Client agrees to compensate MEP in respect of loss of hire calculated at the value of two (2) days hire at the hire value.

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8.7 If the Client places an order for uniform hire less than two days before an Event the Client shall be liable for an additional fee of £15.

9. Limitation of Liability

9.1. Subject to clause 9.2 in no circumstances will MEP be liable for any loss of profit suffered by the Client which flows as a natural, direct and/or obvious consequence from MEP' breach of contract or any indirect, consequential or incidental injury, loss (including, but not limited to, loss of profit), damage, cost or expense of any kind whatever, even if MEP knew or had been advised of their possibility.

9.2. MEP does not seek to limit or exclude MEP' liability for death or personal injury (or direct property damage, subject to a limit of £5m any one incident) resulting from MEP' negligence but in every other circumstance whether in contract, tort (including negligence), misrepresentation (unless fraudulent), strict liability or other liability, including liability for the acts or defaults of its employees or Members of Staff MEP' maximum liability to the Client shall not exceed the fee estimate for the Event referred to in clause 3.2.

10. Force Majeure & Termination

10.1. If events beyond MEP' or the Client's reasonable control including, but not limited to, wars, fires, floods, strikes, lockouts, sickness, accidents, unavailability from normal sources or routes of supply or governmental action prevent MEP or the Client from performing its obligations on time MEP or the Client as the case may be shall be relieved from performing its obligations under the Contract by giving the other party prompt written notice.

10.2. MEP may cancel the Contract in accordance with clause 4.

10.3. Client may cancel the Contract in accordance with clause 2.

10.4. Either party may cancel the Contract immediately if:

10.4.1 The other party is in material breach of these Terms and Conditions and, where capable of remedy, has not cured the breach within 30 days of receipt of a notice specifying the breach and requiring it to be remedied; or

10.4.2 A liquidator, administrative receiver or administrator is appointed in respect of the whole or a material part of the assets and or undertaking of the other party, or it enters into an arrangement with its creditors, or ceases to trade, or becomes unable to pay its debts or any similar or analogous situation arises.

11. Miscellaneous

11.1. Neither party may assign any rights or liabilities under these Terms without the prior written consent of the other party.

11.2. Nothing in the Agreement is intended to infer on any third party any benefit or the right to enforce any term of this Agreement.

11.3. If any provision of the Contract is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of this Contract and the remainder of the provisions in question shall not be affected.

11.4. Nothing in the Contract shall create, or be deemed to create, a partnership or a relationship of employer and employee or agent and principal between the parties.

11.5. The laws of England and Wales shall govern this Contract.

Any dispute arising in connection with these Terms or the

Initial:
Date:



Contract shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

12. Confidentiality, Intellectual Property Rights and Design Copyright

12.1. All Intellectual Property Rights, including performance rights in any displays and photographs, the property of MEP, shall vest in the MEP except where expressly agreed by the parties. All Intellectual Property Rights, including performance rights in any displays and photographs, the property of the Client, shall vest in the Client except where expressly agreed by the parties.

12.2. Both during and after termination of the contract, both parties agree that they will not disclose any trade secrets or other information (written, verbal or by any other media) of a confidential nature relating to the Client or MEP business of either of them or in respect of which either of them owes an obligation of confidence to any third party during or after the termination of the Contract except in the proper course of the execution of the Contract or as required by law without the prior permission of an authorised person from either party.

Such information may specifically relate to:

- Financial and specific work details of any client, customer or supplier
 - Details of any future policy or business plans
 - Confidential reports or research undertaken by or on behalf of the Client or MEP
 - Financial reports and management accounts
 - Processes and procedures created by or uniquely employed by MEP or the Client including but not limited to service rituals, drinks creation and manufacturing processes including machinery and ingredients
 - Any MEP or Client Property including intellectual property, Inventions & Copyright & IT data or databases
- The above list of examples is not exhaustive and other aspects of the business may be considered confidential.

12.3. MEP Hospitality Staffing Ltd. may act as an Employment Agency or as an Employment Business at its sole discretion. The way in which MEP Hospitality Staffing Ltd. is acting for each booking will be made clear to all concerned parties in accordance with the requirements of The Conduct of Employment Agencies and Employment Business Regulations 2003. These Terms and Conditions of Business relate the circumstances in which MEP is acting as an Employment Business.

13. Agency Workers Regulations

13.1. The Agency Worker Regulations 2011 created new rights for Agency Workers in the UK to be treated equally with permanent employees in relation to some employment conditions. Both the MEP and its Clients have a mutual obligation under the AWR to ensure that those Temporary Workers who meet the qualifying criteria are afforded treatment equal to that of permanent employees.

13.2. Key to the successful management of the AWR is the quality of communication between Client, Agency Worker and the Employment Business. Clients failing to provide MEP with the information requested in respect of AWR may leave themselves at risk of employment tribunal claims by affected Workers.

13.3. Equal Treatment Rights (Day One Rights):

Access to collective facilities & amenities such as:

- Canteen
- Childcare facilities
- Transport services

13.4. After the 12-week qualifying period entitled to same:

- Pay
- Basic Pay
- Overtime pay
- Shift allowances
- Unsocial hours premiums or bonuses

- "Danger money"
- Commission payments
- Some bonuses linked to individual work or performance
- Some vouchers with a fixed value or which can be exchanged for money, goods or services
- Duration of working time
- Night work
- Rest periods
- Rest breaks
- Annual leave
- Contractual holidays

13.5. After the 12-week period not entitled to same:

- Company sick pay
- Pension contributions
- Company maternity, paternity or adoption pay
- Redundancy pay
- Notice pay
- Expenses
- Any payment by way of an advance under a loan agreement
- Any payment or reward under a share scheme or profit-sharing arrangement
- Bonuses which are linked to Company performance or to reward employee's loyalty

13.6. Who is responsible for AWR Breaches:

- 1 Day one rights - Hirers.
- Post- Qualifying Period Rights:
- Agency where it has not taken reasonable steps to obtain information from the Hirer and apply this.
 - Hirer where the Agency has taken reasonable steps to obtain info from the Client but this is not provided; and
 - Where the Agency has obtained information, has acted reasonably and done all it can to ensure compliance.