

# SELF-EMPLOYED BRAND PROMOTER CONTRACT TERMS AND CONDITIONS

## **1. BACKGROUND**

- 1.1 Vivid Promotional Marketing Limited (Vivid) is in marketing and promotions. Vivid tenders for, and is appointed by its clients to complete a project for specific marketing services at certain sites or locations ("The Assignment").
- 1.2 The Brand Promoter has skills and abilities, which may from time to time be available to Vivid ("the Services").
- 1.3 Vivid and the Brand Promoter agree that if the Brand Promoter offers to make his/her services available to Vivid and is engaged by Vivid, the terms and conditions in this Contract for Services shall apply.
- 1.4 It is the intention of the parties that when the Brand Promoter provides the Services to Vivid for an Assignment, such provision of Services shall constitute a separate and distinctive engagement under this Contract for Services. Unless varied or amended or otherwise agreed between the parties under clause 18, these terms and conditions shall apply for each engagement.

## **2. BRAND PROMOTER PROVISIONS**

- 2.1 Vivid is not obliged to offer work on any Assignment to the Brand Promoter, neither is the Brand Promoter obliged to accept any work offered. The Brand Promoter is not obliged to make its Services available at any time. Specifically both parties agree that they do not intend to create or imply any mutuality of obligations at any time, either during or in between any individual engagement.
- 2.2 The Brand Promoter shall act in a professional workmanlike way at all times while carrying out the Services for Vivid.
- 2.3 The Brand Promoter will, if required by Vivid, notify Vivid of the start date and finish times of the Services and provide a report to Vivid in a format defined by Vivid after the Services have been completed.
- 2.4 The Brand Promoter is free to provide any services to any other party at the same time as being engaged by Vivid and Vivid acknowledges that it will not have first call in the services of the Brand Promoter in priority to any third party.
- 2.5 The Brand Promoter is responsible for providing and meeting the cost of any training necessary to complete the Services, and is advised to ensure that he/she is suitably trained in advance to undertake Assignments. Vivid or Vivid's clients may at their discretion make specific training available to the Brand Promoter, but neither is under any obligation to do so.
- 2.6 The Brand Promoter is responsible for ensuring that he/she has undertaken the necessary police checks to undertake Assignments where such checks are required. As its discretion Vivid may organise police checks but Vivid is under no obligation to do so.
- 2.7 The Brand Promoter may, at his/her absolute discretion, use a substitute or hired assistant to perform their Services. The substitute or hired assistant may be rejected by Vivid only if in the reasonable opinion of Vivid, such substitute or hired assistant does not possess the necessary skills or qualifications to carry out the Services.
- 2.8 Where a substitute or hired assistant is used by the Brand Promoter, there shall be no contractual or financial relationship between Vivid and the substitute or hired assistant. The Brand Promoter is solely responsible for arranging payments to the substitute or hired assistant.

## **3. PAYMENT FOR THE SERVICES**

- 3.1 Formal written tenders will not be required. The rate or fee for the Services will be agreed verbally between Vivid and the brand Promoter
- 3.2 The Brand Promoter will send an invoice to Vivid for the Services, once the Services have been completed satisfactorily (within 6 months).

- 3.3 Any defective work Vivid reasonably determines has been caused by the Brand Promoter, any substitute or hires assistant working for the Brand Promoter, will be corrected but the Brand Promoter at his/her own cost or in his/her own time.
- 3.4 The Brand Promoter is responsible for all his/her travelling expenses to and from any location where he/she has been engaged to provide the Services.
- 3.5 As a self-employed individual, the Brand Promoter is responsible for his/her own tax and National Insurance contributions, and will provide Vivid with details of his/her self-employed reference number if requested to do so.
- 3.6 The Brand Promoter is not entitled in any circumstances to holiday pay, sick pay or any other payment when Services are not provided by Vivid.
- 3.7 The Brand Promoter is not entitled to participate in Vivid's grievance and disciplinary procedure.
- 3.8 The Brand Promoter will not be entitled to receive payment for Services that are cancelled.

## **4. HEALTH AND SAFETY**

- 4.1 The Brand Promoter will comply with all applicable Health and Safety obligations in relation to the performance of the Services.

## **5. SUBSTITUTES AND HIRED ASSISTANTS**

- 5.1 The Brand Promoter may, at his/her absolute discretion, use a substitute or hired assistant to perform the Services. The substitute or hired assistant may be rejected by Vivid only if in the reasonable opinion of Vivid, such substitute or hired assistant does not possess the necessary skills or qualifications to carry out the Services.
- 5.2 Where a substitute or hired assistant is used by the Brand Promoter, there shall be no contractual or financial relationship between Vivid and the substitute or hired assistant. The Brand Promoter is solely responsible for arranging payments to the substitute or hired assistant.

## **6. TERMINATION OF THIS AGREEMENT**

- 6.1 This Agreement can be terminated by either party for any reason and without any notice given.

## **7. MISCELLANEOUS**

- 7.1 The Brand Promoter confirms that he/she has read and understood these terms and conditions and has had the opportunity to discuss the agreement with any person or professional advisor he/she considers necessary before signing.
- 7.2 Both parties agree this is intended to be a legally binding contract governing the nature of the contractual relationship between them.
- 7.3 Both parties agree that unless otherwise stated in this Contract for Services, with the exception of verbal agreements referred to in clause 7 these terms and conditions represent the whole agreement between them. No variations may be made to these terms unless agreed in writing by both parties.
- 7.4 Should Vivid fail to enforce or apply any of the rights that it has under this Contract for Services, it shall not be constructed that Vivid approves or agrees to any breach of contract or that it loses its rights to enforce the terms of this Contract of Services in full at any time now or in the future.
- 7.5 The headings used in this Contract for Services are for ease of reference only and are not intended to be interpreted as part of the terms agreed between the parties.
- 7.6 Reference to the masculine includes the feminine and/or plural as appropriate.
- 7.7 This contract is governed by the laws of England and Wales

