



APPENDIX 6 - Aesthetics Events Limited - Terms of Engagement

TERMS BETWEEN Aesthetics Events Limited (Registered Number 5227793) whose registered office is at 85 Priory Road, Kenilworth, CV8 1LQ (hereinafter referred to as "we", "us" or the "Company") AND the person whose details are set out in the attached form (hereinafter referred to as "you").

DEFINITIONS

In these Terms (hereinafter called "Terms") "Client" means the client referred to in any attached Appointment Details. "Assignment" means the period set out in any attached Appointment Details.

THE CONTRACT

These Terms, constitute a contract of services between you and us and they govern all Assignments undertaken by you. The Assignments will concern the provision of [promotional services]. The Assignment will be deemed to have been accepted by you each time you accept a booking for an Assignment. However, no contract shall exist between us and you between Assignments (save where expressly provided to the contrary) for avoidance of doubt, nothing in these Terms shall render you an employee, agent or partner of the Company or the Client. This Assignment is not continuous with any previous period of work or Assignment for the Company with any other Client. You are engaged under a contract of services on a self employed basis, although we may be required to make statutory deductions (including without limitation any National Insurance and Income Tax contributions) from your remuneration. No variation or alteration of these Terms shall be valid during the performance of any Assignment unless approved by both parties in writing. We reserve the right to vary the terms of any Assignment without liability by prior notice in writing at any time prior to any Assignment.

In these terms, the Company will operate as an Employment Business as defined under the Conduct of Employment Agencies and Employment Businesses Regulations 2003.

Nothing in this Agreement shall render you an employee, agent or partner of the Company and the Applicant shall not hold itself out as such.

HOLIDAYS

The Company's holiday year runs from January to December. Under the Working Time Regulations 1998 you are entitled to pro-rata 28 days paid annual holiday (including bank holidays and statutory holidays) per annum. To the extent permissible by law, Fees paid hereunder are inclusive of 10.16% in respect of your 28 days paid annual holiday due under the Working Time Regulations 1998. For the avoidance of doubt, your entitlement to holiday pay is met by the 10.16% enhancement to your Fee. Holiday pay will not be paid at the time of taking the holiday.

All entitlements to leave must be taken or during the course of the holiday year in which it accrues and none may be carried forward to the next year. Failure to take any holiday by the end of the holiday year in which the entitlement arises will result in such outstanding holiday being forfeited.

You may not take more holiday leave than you have accrued at the time of such holiday.





Holidays must be taken at time convenient to the Company and the Client and must be approved in advance by the Client and the Company. You will be required to notify the Company and Client at least 2 weeks' prior to the commencement of the requested leave.

ASSIGNMENTS

We may offer you suitable Assignments on a non - exclusive basis (without being under any obligation to do so). You acknowledge that the nature of Assignments is such that there may be periods when no suitable Assignments are available and agree; (a) that suitability shall be determined solely by us. (b) that we shall incur no liability should we fail to offer you opportunities to fulfil any Assignment or Assignments. (c) that you will at our request at any time (whether before or after the commencement of any Assignment) withdraw from any Assignment forthwith following such request without any liability on our part to you. (d) save in respect of remuneration for hours worked, to indemnify us and hold us harmless in respect of all and any liabilities, losses, expenses, costs claims or damages incurred or suffered by us as a result of us entering into these Terms with you or arising directly or indirectly as a result of any breach by you of any of these Terms or any negligent act or omission on your part whilst engaged on any Assignment unless the same is due to a proven negligent act or omission by us. (e) to the extent permissible by law to the processing of your personal data by us for the purposes set out in our web site privacy policy at www.aesthetics.co.uk under applicable data processing legislation and as a separate and continuing warranty you hereby warrant to us the accuracy of such data each time you commence an Assignment.

For the purposes of calculating the average number of weekly hours worked by you on an Assignment, the start date for the relevant average period under the Working Time Regulations 1998 shall be 1 October 1998 or at the date on which you commence your first Assignment.

Prior to the commencement of any Assignment you will provide us with confirmation of:

1. your identity;
2. any qualifications (professional or otherwise) and copies of relevant ; and
3. your willingness to work on the Assignment.

OBLIGATIONS

You are not obliged to accept any Assignment offered by us but if you do so, throughout the duration of every Assignment for which you are engaged (or such other period where expressly stipulated in these Terms) you will: (a) Co - operate with the Client's staff and accept the direction supervision and instruction of any responsible person in the Client's organisation. (b) Observe any relevant rules and regulations of the Client's establishment to which your attention has been drawn or which you might reasonably be expected to ascertain. (c) Unless arrangements have been made to the contrary, conform to the normal hours of work in force at the Client's establishment. (d) Take all reasonable steps to safeguard your own safety and the safety of any other person who may be present or affected by your actions on the Assignment and comply with any health and safety policies of the Client. (e) Not engage in any conduct detrimental to the interests of the Client or us. (f) Not at any time divulge to any person, nor use for your own or any other person's benefit, any confidential information relating to employees, business affairs, transactions or finances of Clients us or the terms of the agreement between you and us.



(g) When requested during the Assignment for whatever reason, or in any event upon the termination of an Assignment, you shall deliver to the Company or Client any books, documents, papers, materials and other property (including copies thereof) belonging to or relating to the business of the Company or Agent which may then be in your possession or under your control. (h) Refer any unsolicited requests or expressions of interest whatsoever made by or on behalf of any Client for the provision of services or the carrying out of work by you of which you become aware forthwith thereafter to us. (I) Comply with the stipulations in any health and safety risk assessment and training manual produced by us in relation to any Assignment and observe and perform all reasonable written rules and regulations of ours notified to you in writing before or during any Assignment upon which you are engaged and which shall be deemed to form part of and be incorporated into these Terms. (J) Not use the telephone, fax or computer systems belonging to the Client for personal gain or benefit.

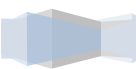
RESTRICTIONS

You will not at any time during any Assignment nor for 12 months thereafter directly or indirectly interfere with, seek, canvass, solicit or entice any business, orders or customer from any of our Clients or persons with whom we were in consultation with a view to those persons becoming Clients with whom you had contact during the last 12 months preceding termination of the Assignment (or the duration of the Assignment if less than 12 months) to the intent that any of them cease to patronise our business or to the intent of directing their custom elsewhere. **NON COMPLETION OF ASSIGNMENT**

If you are unable or unwilling for any reason to commence or if applicable complete an Assignment, you must so inform us immediately to enable arrangements to be made for another suitable person to perform the services originally contracted for and if applicable set out in any attached Appointment Details. However, in the event of a complaint being made against you we reserve the right to withhold any sums otherwise due to you for 14 days from the due date pending an investigation. All complaints will be dealt with in accordance with the Company staff code of conduct for Aesthetics. Where a complaint has been upheld, then without prejudice to the Company's existing rights, payment may be withheld in whole or in part depending on the nature and circumstances of the complaint

FEES

The Fees applicable to you from time to time will be notified on a per Assignment basis and in advance of the Assignment commencing (if not set out on the attached Appointment Details) and in any event will be not less than national minimum wage for each complete hour actually worked by you during an Assignment (the "Fee"). The Fee will be paid subject to deductions in respect of PAYE Class I National Insurance Contributions and Income Tax pursuant to S44 to 47 of the Income and Corporation Taxes Act 2003 and any other deductions which we may be required by law to make. You will be paid the Fee in respect for hours worked on the Assignment. For the avoidance of doubt you will be paid the Fees owed to you for hours worked regardless of whether the Company has received payment by the Client for your services. You are not entitled to receive payment from us or our Clients for the time not spent on Assignment, whether in respect of illness or absence or any other reason.



Where services are provided to the Client by a limited company through you as one of its officers or agents the limited company will receive payments in gross from us together with VAT thereon where applicable subject to the delivery of a valid VAT invoice addressed to and in our name.

Unless stipulated otherwise on the attached Appointment Details we will make payments to you as set out above monthly in arrears for each complete hour for which you are engaged upon an Assignment in the month preceding payment.

NOTICE

We reserve the right to cancel the contract between us and/ or instruct you to end the Assignment, without liability (except for remuneration for hours worked). at any time forthwith by giving notice in writing.

You may terminate an Assignment at any time during an Assignment by giving us no less than [one week's] notice in writing. If you fail to complete the Assignment, or fail to attend work for any reason the Assignment shall thereupon terminate and all outstanding remuneration shall become payable based on the number of hours worked only.

We shall not be liable to you for any period in which performance hereunder is delayed by circumstances beyond our reasonable control.

INTELLECTUAL PROPERTY

You hereby irrevocably, unconditionally, with full title guarantee and by way of assignment of present and future copyright assign absolutely to us the full copyright in the products of your services hereunder for the full period of copyright wherever in the world enforceable together with all further rights therein to which you may be entitled and waive any moral rights you may have therein to us.

ASSIGNMENT OF TERMS

We may assign charge or otherwise deal with the benefit of these Terms in any way and our rights hereunder shall inure to the benefit of our successors in title and assigns.

EXPIRY OF TERMS

All the provisions of these Terms which are intended by their nature to survive their cancellation termination or expiry shall continue in force following such cancellation termination or expiry for so long as may be required to give effect thereto.

THIRD PARTIES

Nothing in any agreement governed by these terms shall confer or purport to confer on any third party any benefit or the right to enforce any term of any agreement governed by these terms for the purposes of the Contracts (Rights of Third Parties) Act 1999.



GOVERNING LAW

These Terms are governed by English law and are subject to the jurisdiction of the English Courts.

UPDATED: 0.01.2024

By accepting an assignment from Aesthetics Events Limited you have accepted the Terms of Engagement as outlined above.

