



Terms and conditions for clients – UK

Face 2 Face Online Ltd (T/A **Tri Motion**) ("the Agency") will provide for you ("the Client") temporary personnel for promotional events in accordance with these terms and conditions, unless such be varied in writing by agreement between the parties.

1. BOOKING PROCESS

Please refer to our booking process on page 3.

2. DEPOSITS

New and existing clients are required to pay 50% upon signing the Client Booking Confirmation Form.

No job shall commence until the agency receives a signed Client Booking Confirmation Form as well as the 50% deposit from the client.

3. CANCELLATIONS

3.1) Where cancellation takes place more than 48 hours before the date specified for the commencement of the Assignment, 50% of the value of the agreed Fees.

3.2) Where cancellation takes place less than 48 hours before the date specified for the commencement of the assignment, 100% of the value of the agreed Fees.

3.3) Any deposit paid shall not be refunded in any circumstances where cancellation takes place within 48 hours of the specified commencement date

3.4) We strongly recommend that once a signed Client Booking Confirmation Form has been faxed/posted back to the Agency that no further changes take place.

In the event of a venue, date or time change after the agency has signed the Client Booking Form, the Agency shall have the right to charge an additional 10% management fee.

4. LATE PAYMENT

Interest of 12% over the current base rate will be charged on any amount that does not reach the Agency by the due invoice date. The Agency has the right to pass outstanding debts to Daniel Silverman who will recover the debt on the Agencies behalf. An additional 15% fee will be added to the original invoice as well as any interest due.

5. DISSATISFACTION PROCEDURE

5.1) In the event that the Client is not satisfied with the service provided by the Agency, the Client must notify the Agency within the first 2 hours of the event starting.

5.2) If the Client does not so notify the Agency, the Client shall be deemed to have accepted the service and the Agency will accept no liability in respect thereof and the Client shall not be entitled to reject the Personnel or claim a discount.

5.3) Staff sickness or failure to show for a job is something that is beyond the control of the Agency. The Agency will refund the portion quoted for any staff that do not show and will make a concerted effort to replace absent staff with reserves. The Client shall not be entitled to claim additional compensation for any loss or damages incurred by the staff no show.



6. LIABILITY

The Agency shall not be liable for any loss suffered by the Client.

The Client indemnifies the agency against any claim that may be made by the client or by any third party as a result of any act or omission of any staff member assigned to the client.

7. RESTRICTIONS ON DIRECT ENGAGEMENT OF THE AGENCIES STAFF

The Client agrees not to directly employ the Agencies Staff within 6 months of the last day of the booking. If the Client does employ or engage the Personnel, the Client will be liable to pay the Agency a commission at its then current rates.

8. STORAGE OF UNIFORM

Where the Agency is responsible for looking after uniform for the Client, the Agency reserves the right to charge the Client for any storage, maintenance and carriage costs which may be incurred, having given reasonable notice to the Client.

9. LAW

These terms and conditions and the contract between the Agency and the Client governed by these terms and English Law shall govern conditions and the parties agree to submit to the exclusive jurisdiction of the English Courts.

10. FINANCIAL

10.1) The client agrees to keep all financial issues strictly confidential and agrees to only discuss rates with the Agency.

10.2) All payments to be made to the agency shall be made without deductions and no amount may be deferred or withheld by any reason of claim or counterclaims.

10.3) An additional 10% will be added to the invoice should the Client Booking Confirmation Form be signed off less than 24hrs before an event.

10.4) If the Client enters into liquidation or bankruptcy or is in breach of its obligations the Agency may terminate any agreement with the Client with immediate effect without prejudice to the rights of the Company which have accrued up to such date of termination.

10.5) Should a promoter be sent home for any reason beyond the control of the agency (eg no stock) the client will be liable to cover the full cost of the activity.

11. STAFF BREAKS

Applicants shall not be required to provide services for more than eight hours per day to include 1 hour for lunch and two breaks of 15 minutes per day unless otherwise agreed between the Agency and the Client and any hours so worked in excess of the aforesaid limits shall be charged at the hourly overtime rates then specified by the Agency.

15 STEP BOOKING PROCES

- 1) The Client Enquiry Form is loaded onto Tri Motions online booking system.
- 2) The Client is sent a Quotation & Client Booking Form.
(Our T&C's will be attached, a link for which is located on the footer of www.trimotion.co.uk)
- 3) Suitable Talent Profiles matching the brief will then be mailed to the client.
- 4) The client has the option to specify which profiles he/she likes so Tri Motion can gauge the caliber of talent required.
- 5) At this stage should the Client wish to proceed, he / she is required to sign the Client Booking Form.
- 6) Upon receipt of the signed form Tri Motion will then forward an Invoice to the client.
- 7) A deposit will always be payable upfront (50% for both new and existing clients)
- 8) IMPORTANT: Only once Tri Motion has a signed Booking Form and deposit in place will the Job be handed over to the Booking Department.
- 9) Please note there may be a 10% late booking fee added to all Jobs which start within a 48 hr period of the Job commencing, and a late Booking Agreement will need to be signed in conjunction with the Client Booking Form.
- 10) Once the deposit is received the Booking Department will forward all available profiles to the client.
- 11) Tri Motion works alongside the client to ensure he / she is happy with the profiles.
- 12) Once the client is happy Tri Motion sends out the talents contracts and briefing documents.
- 13) The balance of payment is then due within 7 days of the event finishing. (Interest is charged on any late payments)
- 14) Any 'No-Shows' which could not be replaced are deducted from the final invoice amount.
- 15) Please note we do not issue separate invoices for the deposit payments, we kindly ask the Client to work off the one tax invoice when making payments.