

As a freelance Sub-contractor, receiving shifts and invoicing your work to Promona Ltd you hereby agree to work on behalf of Promona Limited within the following guidelines and performance agreement.

This contract/agreement is between Promona Ltd and you the Sub-contractor (Promoter) by signing you agree to the terms and conditions laid out below:

Performance is described as work effort generated by the Sub-contractor alone.

Payment will be based upon individual performance and will be paid on a variable hourly rate.

Performance related pay is defined as payment earned through commission, bonuses including per person per entry, handing out a fixed amount of flyers/stamps/wristbands work where the job is to be completed within a specified time period. It is at Promona's discretion to maintain or re-book the services of the Sub-contractor notwithstanding taking into consideration time served, ability and experience, Promona Ltd reserves the right to terminate the contract and no longer use the services provided by the Sub-contractor. Any uniform must be returned before final payment is released.

Services the Sub-contractor provides are at the agreement of both Promona Ltd and the Sub-contractor on a 'as and when the performance is required' basis.

The Sub-contractor is under no obligation to accept the work offered and is free to decline such work, however due and fair notice must be given in advance in order to prevent Promona Ltd incurring added costs in finding replacements or losing earnings. Any loss of earnings due to an unreasonable notice given will

be incurred at a 50% rate of calculated earnings born by the Sub-contractor. If the performance of the promoter does not meet the required standards, set out in this agreement, Promona Ltd reserve the right to deduct pay at a reasonable rate to compensate for loss of income.

This will then be deducted from any future shift payments.

Hours will be set by client in agreement with Promona Ltd and the Sub-contractor.

This does not exclude the possibility of receiving training for the work that needed to be carried out. Any training time incurred is borne by the promoter. Promona Ltd reserve the right to cancel any shifts given due to cancellation or non-compliance, sub-standard work or any other reason the venue or client see fit to enforce.

The Sub-contractor agrees to work efficiently, professionally, politely and respectfully with customers, members of the public and co-operate with clients needs/ requests. A Sub-contractor is expected to work individually or as part of a team as and when required. Promona Ltd reserves the right to change shift location without prior notification and at short notice.

During Promona contractual hours it is a breach of terms and conditions for the Sub-contractor to carry out any other work related to venues, events or clients outside of the aims and objectives set out in the instructions given to the Sub-contractor. As a Sub-contractor, you agree not to solicit nor engage in any direct or indirect work with or in partnership via 3rd party for Promona Ltd.'s existing clients within an 18-month period commencing the day after the Sub-contractor's last shift of contractual hours given by Promona Ltd.

In the event Promona Ltd arrangement has expired or has been terminated with an existing client Sub-contractors are prohibited from engaging in direct work

with the client for a period of 12 months. A Sub-contractor can only carry out work for such events or clients with the express permission and authorisation from Promona Ltd.

Any work offered outside of authorised venue or event pre-authorised hours does not constitute an automatic right to receive payment. All ad-hoc shift work carried out on behalf of Promona must be agreed and authorised in advance by Promona Ltd. In the event the Sub-contractor engages in work not authorised, Promona Ltd reserve the right not to compensate for any costs or remuneration incurred by the completion of the non-authorised work carried out.

As the venue sees fit to reward a bonus scheme for the amount of entries into their venue or spend generated at the bar this can be distributed in a team context or given individually to the Sub-contractor depending on the agreement between Promona Ltd and the client. Any bonus earned as a team or individually will be added to any sum agreed for the performance achieved and added to the hourly rate.

Results are determined by either the venue or Promona Ltd who will record the calculations totaling the sum of entries multiplied by the fixed fee agreed by the Sub-contractor and Promona Ltd.

When carrying out work on behalf of Promona Ltd the Sub-contractor must act professionally and courteously at all times displaying a positive representation of the company and Promona brand. Promona Ltd will not tolerate any flyering or handing out of flyers, cards, wristbands or any other promotional material in or in the vicinity of the queue at the venue/event being promoted.

Any breach of these conditions will result in non-payment or reduced payment at the discretion of Promona Ltd for the shift on which the breach occurred. Under-performance will not be tolerated under any circumstances this includes: standing static, notable low entry results, non engagement of the public, rude or abusive language to customers, clients or team members, un-authorised disposal of flyers, prolonged absence from agreed position, misappropriation of promotional

material for financial gain or any other purposes and non compliance of instructions given. Furthermore smoking is prohibited or participating in the consumption of legal or illegal substances whilst at work on shift for Promona Ltd if the Sub-contractor is seen or found to be partaking in such activities, reserve the right to withhold payment for that shift, to terminate any future arrangements without notice.

Lateness will not be accepted. Sub-contractor must arrive 10 minutes before agreed shift time. Lateness of 15 minutes and above will result in a Sub-contractor receiving a 0.5 deduction from the hourly rate. When a Sub-contractor is late by 30 minutes or more, this will result in a 1-hour deduction from the overall shift payment.

Promona Ltd or the venue reserves the right to withhold payment if and when an issue arises. Clients are not obligated to pay when it can be shown by providing verbal or written witness statement, photographic or video evidence by the venue, client or Promona can demonstrate the level of work standards has not been met by the Sub-contractor. In the event of a payment dispute between the venue, client and Sub-contractor, Promona will, within a 2-week period in order to determine liability, conduct a thorough investigation in order to achieve a fair and swift resolution.

Payment will be made as a project/performance payment on the day, week or monthly basis depending on the shifts carried out and the venue's payment policy. Payment will only be made after the shift is complete. This will be subject to confirmation from the venue or Promona Ltd that the work was carried out to a sufficient basis as per the requirements of the client and Promona Ltd.

Any reports of 'non-work' significant under performance where the client is extremely un-happy with the Sub-contractor's performance (with sufficient evidence) no payment will be made for that shift. Payment will only be made after an invoice for the agreed amount has been generated and submitted to Promona Ltd by the Sub-contractor. This can also be created by Promona Ltd with the correct and appropriate photographic ID including full name, full address, and proof of eligibility to work in the UK such as a government letter or a valid National Insurance number.

Health & Safety is the responsibility of the Sub-contractor to cover themselves for any losses, injuries or accidents that could potentially happen as a result of working on behalf of Promona Ltd. However all Sub-contractors are covered under Promona Ltd 3rd party liability insurance.

As a Limited Company, Promona Ltd has Insurance please read here to read a copy of our [Public Liability Certificate](#).

The time period of payment to the Sub-contractor will be no more than 30 days from receipt of invoice and or date of work carried out.

There are instances where the promoter will need to provide evidence of their attendance and work participation. This will be requested either verbally from Promona Ltd or in text or written in a e-mail. The Sub-contractor must submit clear non-blurred images that can identify the promoter, the location and the event by way of holding up the flyer for that specific event. These images must be submitted via e-mail, instant messaging or text within a reasonable amount of time before payment. Submission should be made within 48 hours of the work taking place and be no more than 7 days. The promoter agrees for them to be used as evidence to be sent to the venue, events coordinator or booking manager and also be used for promotional purposes on Promona Ltd social media and website. Any objection for use in social media and online must be made in writing.

Any uniform in the way of a t-shirt, hat jacket or Hi-vis bib has been provided by Promona Ltd must be worn at all times while promoting on behalf of Promona Ltd where available, with the logo on display for all work carried out for the company, to carry out the work it is given free to the Sub-contractor and is the Sub-contractor's responsibility to keep it in a presentable manner. Any losses or personal replacement will incur a fee of £10 or £20 for all-weather Hi-vis vests

By receiving instructions, carrying out work duties within a specific time, receiving payment, you agree to work within the terms and conditions stated above.

Please print and sign a copy for your own purposes.

Promoter / Sub-contractor:

Print Name:

Signature:

Date:

On behalf of Promona:

Print Name:

Signature:

Date: