

Client Terms & Conditions

1.0 Definitions

- 1.1 Terms: means terms and conditions of business for Joy Zarine Ltd as set out in this document
- 1.2 Company: means Joy Zarine Ltd.
- 1.3 Client: means any person, organisation or company who approaches or intends to engage into business with the company with a view to placing an order for services.
- 1.4 Services: means the provision of services as defined in the quotation.
- 1.5 Quotation: means the document supplied by the company to the client that defines the services to be provided and the Fees to be paid- also referred to as the agreement form or booking document.
- 1.6 Fees: the fees shall be payable in sterling and will be subject to VAT.
- 1.7 Confirmation of order: means the quotation has been signed on behalf of the client and the company is in receipt of a copy.
- 1.8 Contract: means the contract between the Client and the company formed by these Terms and the signed quotation.
- 1.9 Joy Zarine Ltd Contractor/team member means independent contractors registered with the company available for assignments. These include performers, themed characters, entertainers, presenters, dancers, exhibition, staging, sound and field marketing and sales staff.
- 1.10 Booking/Assignment: means a period during which a Joy Zarine Ltd contractor carries out work for or on behalf of the client as defined in the quotation.

2.0 Conditions Applicable.

- 2.1 All business undertaken by the company is transacted subject to these terms, all of which shall be incorporated in any agreement between the company and client. In the event of any conflict between these terms and any other terms and conditions, these terms shall prevail unless expressly otherwise agreed in writing by a director or other authorised office of the company.
- 2.2 The receipt of services by the client shall be deemed acceptance of and agreement to these terms.
- 2.3 These terms supersede all previous terms and conditions of business.
- 3.0 Obligations of the company
- 3.1 Where the services include the provision of Joy Zarine Ltd contractors for assignments, the company will use reasonable endeavours at all times to provide a suitable contractor based upon the description of the assignment notified to the company by the client on confirmation of the order. The client accepts that the company can give no warranty as to the suitability of the contractor.
- 3.2 The company is responsible for the payment of contractors and any reimbursement of disbursements to which he or she is entitled by reason of carrying out work under and assignment.
- 3.3 The company is not responsible for accounting for the inland revenue for income tax or for National insurance contributions on behalf of Joy Zarine Ltd contractors.
- 3.4 The company agrees not to knowingly solicit the employment of the client's staff, contractors or associates without prior consent.



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4.0 Obligations of the client

4.1 Where the services include the provision of Joy Zarine Ltd contractors for assignments, the client shall specify its requirements by providing full details of the assignment for which the contractor is required, on or before the confirmation of the order (Confirmation of the order remains if this is not received).

4.2 The client shall not allow or ask any Joy Zarine Ltd contractors to undertake any activities outside of the scope of the assignment notified to the company in accordance with clause

4.3. Any subsequent changes to the details of the assignment must be agreed in writing with the company in writing and the company will communicate the agreed changes to the Joy Zarine Ltd contractor or contractors.

4.4 The Client hereby undertakes to comply with the obligations, duties and regulations (whether statutory or otherwise and without prejudice to the generality of the foregoing those relating to the place, nature or system of work) in anyway arising from or directly or indirectly connected with the assignment undertaken by the Joy Zarine Ltd contractor or contractors.

4.5 The client undertakes that in the event of the client engaging any Joy Zarine Ltd contractors, whether for a definite or indefinite period, within 12 months of the date of the last assignment under which the Joy Zarine Ltd contractor or contractors worked on behalf of the client, the client shall pay to the company an introduction fee of 100% or £5,000 (whichever is greater) of the last assignment fee of that Joy Zarine Ltd contractor.

5.0 Payment

5.1 The client shall pay to the company the fees for the supply of Services as set out in the quotation and booking form. Value Added Tax shall be paid in addition at the prevailing rate where and to the extent applicable.

5.2 All monies due under the Contract shall be paid by the client within the period set out on the Quotation form. Any breach of this clause shall entitle the company to terminate, without prior notice, each and every assignment concluded under this Terms between the company and the client.

5.3 All queries relating to the company's invoices must be made in writing within 14 days of the date the invoice was raised.

5.4 The client accepts that the company shall be entitled to charge the client interest on any late payment on the sum outstanding on the invoice at a rate of 4% per annum above the Bank of England base rate.



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6.0 Cancellation of Assignments

6.1 In the event that the client cancels part or all of an assignment reasonable charges will be applied based on the amount of work already undertaken, and the assignment fee of the Kru Member unless we can provide an alternative assignment.

6.2 Bookings cancelled after order but before 90 days of the first activation will be charged at 50% of the contractor assignment fee and any company fees will remain payable. Bookings cancelled within 90 days will be charged at 100% of the contractor assignment fee and any company fees will remain payable.

6.3 Adverse weather conditions do not constitute a reason to cancel an activity. Should poor weather be expected a request can be made to postpone activity to a later date if over 72 hours. If all booked staff are available on the alternative date then the activity will be rescheduled and no cancellation fees will be charged, reasonable management fees may be applied. If within 72 hours activity cancelled due to weather conditions will be deemed a 'cancellation' under our standard cancellation terms above.

6.4 Should staff attend a booking and be unable to work due to adverse weather conditions booking and management fees will still be charged.

7.0

7.1 The Client agrees to indemnify the Company for any liabilities and all damages, costs (including legal fees and expenses) suffered or incurred by the Company in the performance by the Company of the services under this Agreement unless such liabilities have been incurred by the gross negligence of the Company or a contractor.

7.2 In addition the Company shall indemnify for any liabilities and all damages, costs (including legal fees and expenses) suffered or incurred by the Client to the extent that there are incurred as a result of gross negligence of the Company or contractor.

7.3 Nothing in this agreement shall exclude or limit either the Clients or the Company's and Joy Zarine Ltd contractor liability for: a) Death or personal injury caused by breach or negligence;

b) Fraud or deceit; and

c) Any other liability that cannot be excluded or limited by law

8.0 Miscellaneous

8.1 The company reserves the rights to review and to revise these terms without prior notice, but will communicate any changes to the client on the day.

8.2 These terms shall be governed by and construed in accordance with the laws of England and Wales.

8.3 Of any provisions of these conditions are held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected.



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