

*Please scroll to page 12 for Terms and Conditions in Spanish  
Desplácese a la página 12 de Términos y condiciones en Español*

## **Terms and Conditions for EVENT STAFF, MODELS AND SPECIALITY STAFF**

### **DEFINITIONS**

- “Client” Means any person, company or corporate body requiring the services of the Model together with any subsidiary or associated company as defined by the Companies Act 1985
- “Agency” Elpromotions Limited (Elpromotions Ibiza Agency)  
Carrer de s'Illa Plana, 7, 07800 Eivissa, Illes Balears, Spain
- “Booking(s)” Means the period of time for which a hirer wishes to use the services of the Model.
- “Staff(s)” Means model, event staff, hostess, brand ambassador, promotional staff, speciality staff, team leader, hospitality staff, event manager or freelancer employed by Elpromotions Limited.

These Terms and Conditions of Business shall govern all bookings relating to temporary workers entered into by Elpromotions (a model, event staffing and events agency fully owned by Elpromotions Limited) hereinafter called “Agency” and a Client (hereinafter called the “Hirer”) who hires a member of the Elpromotions Limited workforce (hereinafter called “Staff”) who shall be any person introduced by Elpromotions Limited to the Hirer for the purpose of carrying out any work.

### **STAFF AGREE:**

1. To certify that they are at least 18 years of age.
2. To supply Agency with current professional or semi - professional photos of an adequate standard on the Agency website or/and to show the Hirer.
3. Photographs uploaded to website must not be more than 6 months old and where your physical appearance has not changed.

- i) Staff are responsible for their images, as they present themselves in the pictures they provide to Agency. Any false advertisement to appearance or statistics will lead to termination and no pay.
  - ii) Low quality photos will not be accepted and an application to join the agency will be declined.
4. Not to submit copyrighted materials to Agency. Upon submitting any materials you may be asked to sign a declaration stating that the material is not copyrighted. Any legal responsibilities thereafter shall be the responsibility of the Staff in question and under no circumstances shall Agency be held responsible.
5. To notify Agency of any work connected with other event work and modelling assignments, including shows, hosting, catwalk, editorial, promotional, print or any other media, past, present or future that may affect any contract negotiations with a hirer.
6. To get authorisation from Agency of any work offered directly by a client that you have worked with previously through Agency. Failure to do so, will lead to contract termination with the Agency and legal action being taken.
7. To not use their online web page/profile or other members' photographs to promote any obscene services or activities prohibited by the Law.
8. All statutory contributions and Income Tax is the responsibility of the Staff who is of Self-Employed status (Autonomo). Agency will not provide payslips.
9. Not to give out their contact information, discuss pay or booking with a client or other staff, which may affect future bookings, removal from Agency and legal action being taken.
10. To keep website updated with new photos, contact details and changes in physical appearance, circumstances, vital statistics and any other information that may affect you receiving work. Failure to do so will result in non-payment.
11. That by a member of the public becoming an Agency Staff they are not guaranteed that they would secure a booking or work. Agency will do their best to find work but this cannot be guaranteed in any way.
12. That you are legally entitled to work in Spain without any additional immigration approvals and agree to notify the Agency immediately if you cease to be so entitled at any time.
13. To check in with a photo via email/whatsapp message to Agency within 5 minutes of shift start time.

## **WORK**

The Company may offer you work from time to time as a Brand Ambassador, Event Manager, Promotional Model, Hostess or another position. The exact position will be confirmed at the time of booking. The precise description and nature of your work may be varied with each booking and you may be required to carry out other duties as necessary to meet business needs. You will be informed of the requirements at the start of each booking.

It is your responsibility to inform the Agency of any health and safety considerations that may impact on your ability to perform your role. Please notify the Agency booker of any relevant details.

The fact that the Agency has offered you work, or offers you work more than once, will not confer any legal rights on you and, in particular, should not be regarded as establishing an entitlement to regular work or conferring continuity of employment.

## **HOURS OF WORK**

You will be informed of the required hours for each booking.

You will be informed of your break entitlement for each booking, which will be a minimum of 20 minutes for every 6 hours worked and minimum of 30 minutes for every 8 hours worked.

## **PAY**

1. I understand, I am self-employed and responsible for my own IVA & national insurance and I am/must register as such.
2. I confirm I hold a valid NIE (Número de Identificación de Extranjero) in order to legally work in Spain.
3. I confirm I hold a valid work-permit or European Union passport in order to legally work in Spain.
4. The Agency will not deduct commission. Payment will be quoted at time of each individual booking.
5. The Staff is required to send an invoice and a timesheet on completion of the booking to the Agency, along with any reporting requirements and photos from the booking.

6. The Agency is authorised to receive monies on behalf of Staff.
7. You will only be paid for the hours that you have been booked for and worked. The Agency's current daily remuneration rate for casual workers will be confirmed at the time of each booking. You will be paid monthly in arrears on the last working day of each month directly into your bank account for the hours worked in that month.
8. The Agency will make all necessary deductions from your salary as required by law and shall be entitled to deduct from your pay or other payments due to you any money which you may owe to the Agency at any time.
9. You hereby acknowledge and agree that the Agency shall be entitled to make deductions from your pay (or other payments due to you) as indicated at Appendix 1. The specific circumstances in which deductions may be made (and the value of such deductions) will vary from booking to booking.
10. You will be notified in advance of each booking of any potential deductions and you will be required to confirm acceptance of the same by way of signing an electronic agreement (Staff Contract) during the registration process with Agency.
11. The Agency reserves the right to require you to repay to the Agency, either by deduction from your wages, or direct repayment in respect of any losses sustained in relation to the property of Agency caused through your carelessness, negligence, recklessness or through your breach of the Company Equipment Loan Agreement.

## **CANCELLATIONS AND PENALTIES**

1. The Agency reserves the right to terminate a booking at any time for operational reasons. You will be paid for all work done during the booking up to the time it is terminated.
2. In the event that the Hirer cancels a booking, the Staff will have no claim for damages in respect therefore against the Agency, however the Agency may charge cancellation fee and pay such cancellation fee of part to the Staff.
3. If the Agency wants to offer you any work it will call or email to inform you and then confirm the booking by email. You are under no obligation to accept work offered by the Agency. However, if you accept a booking, you are not permitted to cancel. Should the booking be cancelled, you will be liable for a penalty fee. (See Section 4)
4. In the event that the Staff cancels a booking after Agency has confirmed the Staff with the Client and emailed Staff a '*Booking Confirmation*' email, penalty fee will apply. Penalty fee is charged at €25 per day that the Staff was originally booked for.

- 4.1.1. Staff has 7 working days to pay the penalty fee to the Agency; failure to do so will result in contract termination and immediate removal from Agency books.
  - 4.1.2. Legal action may be taken should the penalty invoice not be paid within 7 days.
  - 4.1.3. Cancellation penalties must be paid to Elpromotions Limited via Credit Card, Direct Deposit or Bank Transfer. Cash and Cheque payments are not accepted
5. Agency considers 'special cases' with sufficient notice acceptable. Failure to give such sufficient period of notice without what the Agency regards as 'emergency' or good reason for cancellation will result in Staff being charged a penalty fee of £25 per day and an additional fee that the Agency has lost if unable to replace the Staff with an adequate replacement agreed by the client.
6. The Agency considers sufficient notice to be:
  - 1-day bookings - 1 weeks notice
  - 2-7 day bookings - 2 weeks notice
  - 7 day plus bookings – 1 months notice

## **COMPLAINTS**

Staff agree that if the client is not happy with the work or services offered, payment may not be made and that the Agency is not responsible for monies not received. We will consider the comments on both parties.

## **TERMINATION**

The Agency will cease representation of staff without prior notice or liability and no-show. The Agency will cease representation of staff with three or more late arrivals to jobs.

If you no longer wish to be considered for casual work by the Agency you should inform the Elpromotions Limited as soon as possible by emailing [ibiza@elpromotions.co.uk](mailto:ibiza@elpromotions.co.uk)

**The Agency will remove you from its books if you are:**

- Unable to accept a booking on two consecutive occasions
- Cancel a booking by giving less than 48 hours' notice prior to commencement of a booking;
- Having started a booking, withdraw from it before its completion; or
- Breach any other provision from time to time in force;

The Agency will terminate this contract immediately by notifying you in writing if it reasonably considers that you have committed any serious breach of its terms or committed any act of gross misconduct. Non-exhaustive examples of gross misconduct include dishonesty, theft, fighting, misuse of drugs or alcohol or any other acts or omissions, which might bring the Agency into disrepute.

## **LIABILITY**

The Agency shall not under any circumstances be liable for any personal injury incurred or suffered by Staff whilst carrying out bookings for hirers unless we are in breach of the employment agencies act.

## **DATA PROTECTION**

You consent to the Agency (Elpromotions Limited) holding and processing, both electronically and manually, the data that we collect about you, in the course of your working relationship with us, for the purposes of the administration and management of our staff and our business and for compliance with applicable laws, procedures and regulations.

## **CHANGING TERMS AND CONDITIONS**

The Agency may review its requirement for casual workers from time to time and/or may update the terms on which it offers such work. In the event of any changes to the terms on which it is prepared to engage casual workers the Agency may terminate this contract with immediate effect by notifying you in writing and you may, at the Agency's absolute discretion, be offered a new contract for casual work.

## **AGENCY AGREES:**

1. To promote the company as a whole and its website with the intent of securing

modelling, promotional or specialty event work for its staff.

2. To promote Staff to current and any potential clients where Agency feels the Staff may be suitable for the assignment being offered.

3. That all photographs taken or signed to Agency shall not be used to promote any pornographic or obscene products or services.

4. To be responsible for all gross payments to the Staff and pay Staff that have completed a booking in full.

#### **APPENDIX 1: DEDUCTIONS FROM WAGES**

<b>ISSUE/ACTIVITY</b>	<b>DEDUCTION DETAILS</b>
Failure to arrive at a booking on time and without valid grounds (>5 min late)	Activity/Booking Dependant
Failure to stay on site until the end of the scheduled shift (without good reason and without informing Elpromotions)	Your salary will be reduced to the minimum level stipulated in the National Minimum Wage Act 1998 for the whole of the assignment. In addition you will only be paid for hours worked during this shift.
Failure to work scheduled days after attending a client brief.	In these circumstances you will not be paid for the briefing day, or in respect of any expenses incurred.
Negative comment or feedback from a client or a mystery shopper	In the event of a negative feedback your salary will be reduced to the minimum level stipulated in the National Minimum Wage Act 1998 for the whole of the assignment.
Failure to adhere to Elpromotions Limited uniform guidelines including wearing badge	Activity Dependant

Posting of activity photos onto social network sites without prior written approval from Elpromotions Limited	May result in your removal from the Agency books
<b>REPORTING</b>	
Failure to complete or return any form of requested reporting in full and within deadline specified including photos from the booking.	In the event of a failure to return a report your salary will be reduced to the minimum level stipulated in the National Minimum Wage Act 1998 for the whole of the assignment.
Failure to send check in photo via email/ whatsapp message to Elpromotions within 5 minutes of shift start time	Your salary will be reduced to the minimum level stipulated in the National Minimum Wage Act 1998 for the whole of the assignment.
<b>OPERATIONS/LOGISTICS</b>	
Failure to provide a courier with all necessary equipment for collection	Activity Dependant and the cost of 2 <sup>nd</sup> collection
Not returning demonstration products if briefed to do	Cost of product deducted from wages if event not completed.  If you cancel any pre-booked days, products must be sent back at your own cost.

## **APPENDIX 2: Code of conduct (the "code")**

Elpromotions Limited (the "Agency") takes pride in the high standard of Staff that we provide for our clients. The purpose of this code of conduct is to set out the Agency's position on what is regarded as satisfactory conduct by workers engaged by Elpromotions Limited. You will be required to adhere to our Code and standards of presentation at all times.

You are expected to apply yourself satisfactorily in the performance of your duties and in your standards of presentation. If you fail to conduct yourself in a satisfactory manner (as determined by the Agency) then you will be in breach of this Code.

The Agency determines under the Code that as well as applying yourself to a satisfactory manner, you should also conduct yourself in accordance with the following guidelines.

### **Personal conduct**

- You must adhere to booking guidelines at all times
- No show on the day without calling the agency in advance is not permitted
- Arriving late for a booking without calling the agency is not permitted
- Not attending a casting without informing the agency is not permitted
- Replacing yourself with someone for a job you are booked on without the agency's consent is not permitted
- Leaving a job early without consent is not permitted
- No mobile phones are permitted and must not be used during work times
- You are not permitted to chew gum, eat or drink whilst on duty
- You are not permitted to smoke whilst on duty
- You are not permitted to drink alcohol or take drugs whilst on duty
- Any prescribed medication that may affect your performance must be alerted to your team leader or Agency
- You must submit any requests for expenses incurred in the performance of your duties as agreed with the Agency for each booking within two weeks from the completion of the booking, including supporting receipts. Failure to do so will result in these expenses not being reimbursed by the Agency.

### **Uniforms & Personal appearance**

- Always ensure you are presentable and well groomed
- Uniforms must be worn during work hours

- Uniforms are to be kept in a pristine and clean condition at all times
- Uniforms are to be covered during break times
- Uniforms are to be returned on time and in full
- Closed shoes must be worn at all times unless instructed otherwise instructed
- Long hair must be tied back at all times unless otherwise instructed
- Nails must be clean and free from coloured nail varnish unless instructed otherwise
- Jewellery wearing is not permitted (this includes visible body piercings) – wedding bands / jewellery are the only exception
- Changing your appearance after you have been booked for a job without notifying the agency is not permitted

### **Health & Safety and Hygiene**

- You are not permitted to cough or sneeze over products
- You must keep hands and fingers away from your mouth whilst handling food
- You must always ensure you follow hygiene procedures whilst handling products
- Any cuts should be covered with blue plasters
- When handling food and beverages, you must hold a valid food & hygiene certificate
- When handling alcohol, you must hold a valid RSA certificate

### **Campaign & Bookings conduct**

- You must ensure you represent brands, products and the agency with enthusiasm at all times
- You must never contact the Agency's clients directly

- Discussing rates with client, work directly with client or contact client without Elpromotions's consent is not permitted
- Sampling cigarettes or alcohol to under 18's is not permitted
- Sampling to minors (under 16) without parental consent is not permitted
- Retailer or venue code of conduct should be adhered to at all times
- Dumping leaflets, samples or printed material is not permitted
- Distributing multiple leaflets, samples or printed material over and above instructions in booking guidelines is not permitted
- Committing an act of theft (including stock) will be treated as gross misconduct
- Damaging a vehicle and not informing the agency is considered serious misconduct
- Damaging a device (mobile phones/tablets) and not informing the agency is considered serious misconduct
- Whilst engaged by the Agency, you may be awarded specific products as gifts or testers. You are not to return or exchange these products for cash or alternative products (either via the Client directly or at store) whilst still engaged to promote these products, as this can undermine the relationship with the client and as such be treated as gross misconduct

Failure to follow this Code will result in a breach of the Code and will result in your termination from an assignment forthwith and removal from the Agency.

We may, at our discretion, give you the opportunity to respond to any allegations of any breach of the Code prior to making any decision to remove you from our books or terminating you from any booking.

### **Signed by**

Name: Eliis Ashley Ruus

Signature: *ERuus*

Job title: Director

## **Signed by Staff**

Name:

Signature:

Date:

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# **Términos y condiciones para PERSONAL DE EVENTOS, MODELOS Y PERSONAL ESPECIALIZADO**

## **DEFINICIONES**

“Cliente” Significa cualquier persona, empresa o entidad corporativa que requiera los servicios del Modelo junto con cualquier empresa subsidiaria o asociada según lo define la Ley de Sociedades de 1985

“Agencia” Elpromotions Ibiza Carrer de s'Illa Plana, 7, 07800 Eivissa, Illes Balears, España

“Reserva(s)” Significa el período de tiempo durante el cual un arrendatario desea utilizar los servicios del Modelo.

“Personal(es)” Significa modelo, personal de eventos, anfitriona, embajador de la marca, personal de promoción, personal especializado, líder de equipo, personal de hospitalidad, gerente de eventos o trabajador independiente empleado por Elpromotions Limited.

Estos Términos y condiciones comerciales regirán todas las reservas relacionadas con trabajadores temporales realizadas por Elpromotions (una agencia de modelos, personal para eventos y eventos propiedad de Elpromotions Limited) en lo sucesivo denominada "Agencia" y un Cliente (en lo sucesivo denominado el "Arrendatario") que contrata a un miembro de la plantilla de Elpromotions Limited (en lo sucesivo denominado "Personal") que será cualquier persona presentada por Elpromotions Limited al Arrendatario con el fin de realizar cualquier trabajo.

## **EL PERSONAL ACEPTA:**

1. Acreditar que tiene al menos 18 años de edad.
2. Suministrar a la Agencia fotos profesionales o semiprofesionales actuales de un estándar adecuado en el sitio web de la Agencia o/y mostrárselas al Arrendatario.
3. Las fotografías subidas al sitio web no deben tener más de 6 meses de antigüedad y su apariencia física no ha cambiado.  
El personal es responsable de sus imágenes, tal como se presentan en las imágenes que proporcionan a la Agencia. Cualquier anuncio falso de apariencia o estadísticas dará lugar a la terminación y no pago.  
No se aceptarán fotos de baja calidad y se rechazará una solicitud para unirse a la agencia.
4. No enviar materiales con derechos de autor a la Agencia. Al enviar cualquier material, es posible que se le solicite que firme una declaración que indique que el material no tiene derechos de autor. Cualquier responsabilidad legal a partir de entonces será responsabilidad del personal en cuestión y, bajo ninguna circunstancia, la Agencia será responsable.
5. Notificar a la Agencia de cualquier trabajo relacionado con otro trabajo de eventos y asignaciones de modelos, incluidos espectáculos, alojamiento, pasarela, editorial, promocional, impreso o cualquier otro medio, pasado, presente o futuro que pueda afectar cualquier negociación de contrato con un arrendatario.
6. Para obtener la autorización de la Agencia de cualquier trabajo ofrecido directamente por un cliente con el que haya trabajado anteriormente a través de la Agencia. En caso contrario, dará lugar a la rescisión del contrato con la Agencia y al inicio de acciones legales.
7. No utilizar su página web/perfil en línea ni las fotografías de otros miembros para promover servicios o actividades obscenas prohibidas por la ley.
8. Todas las contribuciones legales y el Impuesto sobre la Renta son responsabilidad del Personal que tiene la condición de Trabajador por Cuenta Propia (Autónomo). La agencia no proporcionará recibos de pago.
9. No dar su información de contacto, discutir el pago o la reserva con un cliente u otro personal, lo que puede afectar futuras reservas, la eliminación de la Agencia y la adopción de medidas legales.
10. Para mantener actualizado el sitio web con nuevas fotos, datos de contacto y cambios en la apariencia física, circunstancias, estadísticas vitales y cualquier otra información que pueda afectar su recepción de trabajo. El no hacerlo resultará en la falta de pago.
11. Que el hecho de que un miembro del público se convierta en Personal de la Agencia no garantiza que obtendrá una reserva o un trabajo. La agencia hará todo lo posible para encontrar trabajo, pero esto no se puede garantizar de ninguna manera.
12. Que tiene derecho legal a trabajar en España sin ninguna aprobación adicional de inmigración y acepta notificar a la Agencia inmediatamente si deja de tener ese derecho en cualquier momento.
13. Para registrarse con una foto por correo electrónico/mensaje de whatsapp a la agencia dentro de los 5 minutos de la hora de inicio del turno.

## **TRABAJAR**

La Compañía puede ofrecerle trabajo de vez en cuando como Embajador de Marca, Gerente de Eventos, Modelo Promocional, Anfitriona u otra posición. La posición exacta se confirmará en el momento de la reserva. La descripción precisa y la naturaleza de su trabajo pueden variar con cada reserva y es posible que deba realizar otras tareas según sea necesario para satisfacer las necesidades comerciales. Se le informará de los requisitos al inicio de cada reserva.

Es su responsabilidad informar a la Agencia de cualquier consideración de salud y seguridad que pueda afectar su capacidad para desempeñar su función. Notifique al agente de reservas de la agencia cualquier detalle relevante.

El hecho de que la Agencia le haya ofrecido trabajo, o le ofrezca trabajo más de una vez, no le otorgará ningún derecho legal y, en particular, no debe considerarse que establece un derecho a un trabajo regular o confiere continuidad en el empleo.

## **HORAS DE TRABAJO**

- Se le informará de las horas requeridas para cada reserva.
- Se le informará de su derecho de descanso por cada reserva, que será de un mínimo de 20 minutos por cada 6 horas trabajadas y un mínimo de 30 minutos por cada 8 horas trabajadas.

## **PAGAR**

- Entiendo que trabajo por cuenta propia y soy responsable de mi propio IVA y seguro nacional y estoy/debo registrarme como tal.
- Confirmando que tengo un NIE (Número de Identificación de Extranjero) válido para poder trabajar legalmente en España.
- Confirmando que tengo un permiso de trabajo o pasaporte de la Unión Europea válido para trabajar legalmente en España.
- La Agencia no descontará comisión. El pago se cotizará en el momento de cada reserva individual.
- El personal debe enviar una factura y una hoja de asistencia a la agencia al finalizar la reserva, junto con los requisitos de informes y fotos de la reserva.
- La Agencia está autorizada a recibir dinero en nombre del personal.
- Solo se le pagará por las horas que haya reservado y trabajado. La tasa de remuneración diaria actual de la Agencia para trabajadores ocasionales se confirmará en el momento de cada reserva. Se le pagará mensualmente a mes vencido el último día hábil de cada mes directamente en su cuenta bancaria por las horas trabajadas en ese mes.
- La Agencia hará todas las deducciones necesarias de su salario según lo exija la ley y tendrá derecho a deducir de su salario u otros pagos que le adeuden cualquier dinero que pueda adeudar a la Agencia en cualquier momento.
- Por la presente reconoce y acepta que la Agencia tendrá derecho a realizar deducciones de su salario (u otros pagos que se le deban) como se indica en el Apéndice 1. Las circunstancias específicas en las que se pueden realizar deducciones (y el valor de dichas deducciones) variarán de reserva en reserva.
- Se le notificará antes de cada reserva de cualquier posible deducción y se le solicitará que confirme la aceptación de la misma mediante la firma de un acuerdo electrónico

(Contrato de personal) durante el proceso de registro con la Agencia.

- La Agencia se reserva el derecho de exigirle que pague a la Agencia, ya sea mediante deducción de su salario o reembolso directo con respecto a cualquier pérdida sufrida en relación con la propiedad de la Agencia causada por su descuido, negligencia, imprudencia o por su incumplimiento de el Acuerdo de Préstamo de Equipo de la Compañía.

## **CANCELACIONES Y PENALIZACIONES**

La Agencia se reserva el derecho de cancelar una reserva en cualquier momento por razones operativas. Se le pagará por todo el trabajo realizado durante la reserva hasta el momento en que finalice.

En el caso de que el Arrendatario cancele una reserva, el Personal no tendrá derecho a reclamar daños y perjuicios a la Agencia, sin embargo, la Agencia puede cobrar una tarifa de cancelación y pagar dicha tarifa de cancelación en parte al Personal.

Si la Agencia quiere ofrecerte algún trabajo, te llamará o enviará un correo electrónico para informarte y luego confirmará la reserva por correo electrónico. Usted no tiene la obligación de aceptar el trabajo ofrecido por la Agencia. Sin embargo, si acepta una reserva, no puede cancelarla. Si se cancela la reserva, será responsable de una multa. (Consulte la Sección 4)

En caso de que el personal cancele una reserva después de que la agencia haya confirmado al personal con el cliente y haya enviado por correo electrónico al personal un correo electrónico de "Confirmación de la reserva", se aplicará una multa. La tasa de penalización se cobra a 25 € por día para el que se reservó originalmente al personal.

El personal tiene 7 días hábiles para pagar la multa a la Agencia; el no hacerlo resultará en la rescisión del contrato y la eliminación inmediata de los libros de la Agencia.

Se pueden emprender acciones legales si la factura de penalización no se paga dentro de los 7 días.

Las multas por cancelación deben pagarse a Elpromotions Limited mediante tarjeta de crédito, depósito directo o transferencia bancaria. No se aceptan pagos en efectivo y cheque

La agencia considera aceptables los "casos especiales" con suficiente antelación. Si no se da un aviso con suficiente antelación sin lo que la Agencia considera como "emergencia" o una buena razón para la cancelación, se le cobrará al personal una multa de £25 por día y una tarifa adicional que la Agencia ha perdido si no puede reemplazar el Personal con reposición adecuada acordada por el cliente.

La Agencia considera notificación suficiente:

Reservas de 1 día - 1 semana de antelación

Reservas de 2 a 7 días - 2 semanas de anticipación

7 días más reservas – 1 mes de antelación

## **QUEJAS**

El personal acepta que si el cliente no está satisfecho con el trabajo o los servicios ofrecidos, es posible que no se realice el pago y que la Agencia no es responsable por el dinero no recibido. Consideraremos los comentarios de ambas partes.

## **TERMINACIÓN**

La Agencia cesará la representación del personal sin previo aviso ni responsabilidad y no presentación. La Agencia dejará de representar al personal con tres o más llegadas tardías a sus puestos de trabajo.

Si ya no desea ser considerado para un trabajo temporal por parte de la Agencia, debe informar a Elpromotions Limited lo antes posible enviando un correo electrónico a [ibiza@elpromotions.co.uk](mailto:ibiza@elpromotions.co.uk)

La Agencia lo eliminará de sus libros si usted es:

No se puede aceptar una reserva en dos ocasiones consecutivas

Cancelar una reserva con un aviso de menos de 48 horas antes del comienzo de la reserva;

Habiendo iniciado una reserva, retirarse de ella antes de su finalización; o

Incumplir cualquier otra disposición vigente en cada momento;

La Agencia rescindirá este contrato inmediatamente notificándole por escrito si considera razonablemente que usted ha cometido algún incumplimiento grave de sus términos o ha cometido alguna falta grave. Los ejemplos no exhaustivos de mala conducta grave incluyen la deshonestidad, el robo, las peleas, el uso indebido de drogas o alcohol o cualquier otro acto u omisión que pueda desacreditar a la Agencia.

## **RESPONSABILIDAD**

La Agencia no será responsable bajo ninguna circunstancia por cualquier lesión personal incurrida o sufrida por el personal al realizar reservas para los arrendatarios, a menos que infrinjamos la ley de agencias de empleo.

## **PROTECCIÓN DE DATOS**

Usted da su consentimiento para que la Agencia (Elpromotions Limited) retenga y procese, tanto de forma electrónica como manual, los datos que recopilamos sobre usted, en el curso de su relación laboral con nosotros, con fines de administración y gestión de nuestro personal y nuestro negocio. y para el cumplimiento de las leyes, procedimientos y reglamentos aplicables.

## **CAMBIO DE TÉRMINOS Y CONDICIONES**

La Agencia puede revisar su requisito para trabajadores ocasionales de vez en cuando y/o puede actualizar los términos en los que ofrece dicho trabajo. En caso de que se produzca algún cambio en los términos en los que está dispuesta a contratar trabajadores ocasionales, la Agencia puede rescindir este contrato con efecto inmediato notificándoselo a usted por escrito y se le puede, a discreción absoluta de la Agencia, ofrecerle un nuevo contrato de trabajo ocasional.

## **LA AGENCIA ACUERDA:**

1. Para promocionar la empresa en su conjunto y su sitio web con la intención de asegurar trabajo de modelaje, promoción o eventos especiales para su personal.

2. Promocionar al personal a los clientes actuales y potenciales cuando la Agencia considere que el personal puede ser adecuado para la tarea que se ofrece.
3. Que todas las fotografías tomadas o firmadas por la Agencia no se utilizarán para promocionar productos o servicios pornográficos u obscenos.
4. Ser responsable de todos los pagos brutos al Personal y pagar al Personal que haya completado una reserva en su totalidad.

El incumplimiento de este Código resultará en una violación del Código y resultará en su terminación de una asignación de inmediato y en su remoción de la Agencia. Podemos, a nuestra discreción, darle la oportunidad de responder a cualquier alegación de incumplimiento del Código antes de tomar la decisión de eliminarlo de nuestros libros o cancelar su reserva.

**Firmado por**

Nombre: Eliis Ashley Ruus

Firma: *ERuus*

Título del puesto: Director

**Firmado por el personal**

Nombre:

Firma:

Fecha: