

CityUnscripted is the trading name of TRIPCONSUL LTD.

TERMS AND CONDITIONS FOR THE PROVISION OF CONSULTANCY SERVICES

These terms and conditions (the **Terms**) set out the terms upon which you (**you**) shall agree to provide consultancy services to customers of TripConsul Ltd as a Local to those customers of the Company.

By clicking “accept” you hereby agree to and accept these Terms in their entirety.

1 Definitions

1.1 The following definitions apply in these Terms:

Assignment: an offer or referral of work by the Company to you to provide Services to a Customer which has been accepted by you;

Company or **we:** TripConsul Ltd, a company registered in England and Wales under company number 09135893 and with our registered office at 52 Gower Street, London WC1E 6EB;

Confidential Information: information in whatever form (including without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, customers, products, affairs and finances of the Company for the time being confidential to the Company and trade secrets including, without limitation, technical data and know-how relating to the Company or any of its suppliers, customers, agents, distributors, shareholders, management or business contacts, and including (but not limited to) information that you create, develop, receive or obtain in connection with your engagement, whether or not such information (if in anything other than oral form) is marked confidential.

Local: an expert local approved by the Company who will provide travel advice, escort Customers around the city, itinerary building, translation and concierge consultancy services to a Customer.

Locals Handbook: a handbook produced by CityUnscripted that is updated from time to time that details the specific policies and guidelines that the Locals must follow when performing their duties as a Local.

Fee: the fee payable by Customers to you as a Local in respect of the provision of the Services on an Assignment.

Customer: a customer of the Company who wishes to engage a Local to provide Services.

Intellectual Property Rights: all patents, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Questionnaire: an online personal information questionnaire (www.cityunscripted.com/register) for people wishing to be considered for engagement as a Local.

Services: the travel escorting, itinerary building, translation and concierge services to be provided by you in a consultancy capacity to Customers as more particularly described in these Terms.

you: the individual person who has completed the CityUnscripted Questionnaire and agreed to make themselves available to act as a Local.

2 Status of these Terms

- 2.1 These Terms govern the consultancy services that you provide to Customers of the Company. These Terms are not an employment contract and do not confer any employment rights on you. In particular, they do not create any obligation on us to offer or refer work to you and you will work on a flexible, “as required” basis. It is the intention of you and the Company that there be no mutuality of obligation between the parties at any time when you are not performing an Assignment.

3 Our discretion as to work offered

- 3.1 It is entirely at our discretion whether to offer or refer you work and we are under no obligation to provide or refer work to you at any time.
- 3.2 We reserve the right to give or not refer work to you at any time and we are under no obligation to give any reasons for such decisions.
- 3.3 If we want to offer or refer you work we will contact you via the contact details you provide us with in the Questionnaire referred to in clause 4 below and at this time we will notify you of the time and nature of the work.

4 Your obligations

- 4.1 In order to assist us in organising work, you are required to complete the CityUnscripted Questionnaire. You warrant that all information provided by you is accurate in all material respects. It is your responsibility to inform us of any changes to these details.
- 4.2 You acknowledge that we may seek to verify any information provided by you to the Company including, without limitation, your identity, photograph and your entitlement to work in the UK and other relevant jurisdictions.
- 4.3 You confirm that you are legally entitled to work in the UK or the jurisdiction you are acting as a Local for CityUnscripted in without any additional immigration approvals and agree to notify us immediately if you cease to be so entitled at any time.
- 4.4 You consent to the Company displaying your photographs, videos and details (relevant to the Company and provided by you for that purpose) on the Company’s website, social media sites and in any other marketing for the purposes of promoting the Services that you offer and in relation to the Company marketing its business and services.
- 4.5 You have no authority (and shall not hold yourself out as having authority) to bind the Company or incur any expenditure in the name of or for the account of the Company.

5 No presumption of continuity

- 5.1 Each Assignment which you accept shall be treated as an entirely separate and severable engagement. The terms of these Terms shall apply to each Assignment but there shall be no relationship between the parties after the end of one Assignment and before the start of any subsequent Assignment.
- 5.2 The fact that we have offered you work shall 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.

6 Work

- 6.1 We may offer or refer you work from time to time as a Local. If you accept any offer or referral of work your duties will include acting as a travel host, escort and providing concierge services and other specific

requirements to Customers and you will report to the Company's representative as shall be notified to you from time to time. The precise description and nature of the Services that you shall provide to Customers may be varied with each Assignment and you may be required to carry out other duties as necessary to meet a Customer's requirements. You will be informed of the requirements at the start of each Assignment.

- 6.2 Upon acceptance by you of an Assignment, you are obliged to fulfil that Assignment.
- 6.3 We will offer you work at various locations around your city. You will be informed of the relevant place of work for each Assignment when we offer you the Assignment.
- 6.4 Your hours of work will vary depending on the Customer's requirements. You will be informed of the required hours for each Assignment when we offer you the Assignment.
- 6.5 You shall provide the Services with all due care, skill and ability and use your best endeavours to promote the interests of the Company with Customers.
- 6.6 If you are unable to work after accepting an Assignment due to illness or injury (or any other legitimate reason) you shall notify the Company as soon as reasonably practicable and you may nominate as a substitute another of the Company's approved Locals to accept the offer of work on your behalf.
- 6.7 You must comply with our policies on social media, anti-harassment and bullying, information and communication systems, no smoking, dress code, substance misuse and such others as we shall notify you from time to time.

7 Customers

- 7.1 For the duration of these Terms and for a period of two years after their termination, you undertake to the Company that you shall not, without the prior written consent of the Company:
 - 7.1.1 directly or indirectly, circumvent in any way the relationship between the Company and its Customers; or
 - 7.1.2 accept any engagement directly from a Customer or agree to extend an Assignment. In each case, other than through the Company's website; or
 - 7.1.3 enter into any formal or informal, oral or written contract or agreement with Customers other than pursuant to these Terms.
- 7.2 You undertake to the Company that you shall take all reasonable steps to offer (or cause to be offered) to the Company any opportunities to provide Services to Customers or other third parties, as soon as practicable after the same shall have come to your knowledge.
- 7.3 You shall not share any personal information with Customers.

8 Fees

- 8.1 You acknowledge that each Assignment is an engagement of you by a Customer as referred by the Company and that the Customer shall pay you the Fee in respect of each Assignment.
- 8.2 You will only be paid the Fee for the hours that you engaged on any Assignment. Our current Fee rate is detailed in the Locals handbook (which shall be inclusive of VAT if applicable). The Fee rate may vary depending on which service is being provided and in which city (for example where translation services are required the fee will be higher) but will always be agreed with you prior to your acceptance and performance of any Services.

- 8.3 You hereby appoint the Company as your limited payment collection agent solely for the purpose of accepting the Fee from Customers.
- 8.4 You agree that payment made by a Customer through the Company, shall be considered the same as a payment made directly to you, and you will provide the Services to a Customer as if the payment had been made directly to you.
- 8.5 You agree that the Company may, in accordance with the Company's cancellation policy, (i) permit the Customer to cancel the Assignment and (ii) refund (via the Company) to the Customer that portion of the Fee in the cancellation policy.
- 8.6 You acknowledge that as the Company accepts payments from Customers as your limited payment collection agent and that the Company's obligation to pay you is subject to and conditional upon successful receipt of the associated payments from Customers. In accepting appointment as your limited authorized agent, the Company assumes no liability for any of your acts or omissions.
- 8.7 The Company will transfer any Fees due to you in line with our policies outlined in the Locals Handbook in arrears directly into your bank or Pay Pal account (or equivalent) for the Assignments undertaken.
- 8.8 You shall bear your own expenses incurred in the course of any Assignment. Any expenses incurred directly as a result of the Customers requirements in the undertaking of the Assignment should be identified and agreed with the Customer and the Company prior to the provision of the Services (and notified to the Company) and charged to the Customer in advance of the Assignment. Should additional expenses be incurred by the Local in the provision of the services that have not been charged to the Customer in advance, every endeavour will be taken by the Company to recover the costs from the Customer but if they cannot be recovered it is at the Local's risk.

9 Confidential Information

- 9.1 You shall not use or disclose to any person either during or at any time after your engagement any Confidential Information.
- 9.2 The restriction in clause 9.1 does not apply to:
- 9.2.1 any use or disclosure authorised by the Company or as required by law; or
 - 9.2.2 any information which is already in, or comes into, the public domain otherwise than through your unauthorised disclosure.

10 Data protection

- 10.1 You consent to the Company holding and processing data relating to you for legal, personnel, administrative and management purposes and in particular to the processing of any "sensitive personal data" as defined in the Data Protection Act 1998 relating to you including, as appropriate:
- 10.1.1 information about your physical or mental health or condition in order to monitor your availability and take decisions as to your fitness for work;
 - 10.1.2 your racial or ethnic origin or religious or similar beliefs in order to monitor compliance with equal opportunities legislation;
 - 10.1.3 information relating to any criminal proceedings in which you have been involved for insurance purposes and in order to comply with legal requirements and obligations to third parties; and

11 Intellectual Property Rights

- 11.1 You acknowledge that all Intellectual Property Rights shall remain owned by the Company and that no rights in any Intellectual Property Rights are granted to you by virtue of these Terms.
- 11.2 You hereby licence to the Company all rights in your information (specifically provided by you to the Company), photography and videography for the purposes of promoting the Services and the Company's business and services.
- 11.3 You hereby assign to the Company all existing and future Intellectual Property Rights in any invention, idea, discovery, development, improvement or innovation made by you in the provision of the Services and all materials embodying these rights to the fullest extent permitted by law.
- 11.4 The Company may at any time and without notice amend, vary or withdraw any content and information contained on the Company's website.

12 Insurance and liability

- 12.1 You shall have personal liability for and shall indemnify the Company for any loss, liability, costs (including reasonable legal costs), damages or expenses arising from any breach by you, or any substitute engaged under these Terms, of the terms of these Terms, including any negligent or reckless act, omission or default in the provision of each Assignment

13 Cancellations and refunds

- 13.1 In the event that a Customer cancels any Assignment at any time:
 - 13.1.1 more than 72 hours prior to commencement of the Assignment, the Company shall be entitled to refund the full cost to the Customer and shall be under no obligation to pay any Fee to you;
 - 13.1.2 between 72 and 48 hours prior to the commencement of the Assignment, the Company, in accordance with its cancellation policy with Customers, shall retain 50% of the the full cost and will decide in its discretion, whether to pay any or all of the Fee to the Local;
 - 13.1.3 within 48 hours prior to commencement of the Assignment, the Company, in accordance with its cancellation policy with Customers, shall retain the full cost and shall pay the Fee to you. The Company may make exceptions when valid extenuating circumstances are deemed to exist at which time the Company may agree to refund all or part of the full cost to the Customer in which case, no Fee would be payable to the Local.
- 13.2 In the event that:
 - 13.2.1 you withdraw from an Assignment within 12 hours prior to commencement of that Assignment and the Company is unable to find a suitable replacement to fulfil the Assignment; or
 - 13.2.2 the Company receives a complaint from a Customer in relation to the provision of the Services by you;and the Company is required to or elects to refund a Customer the Fee, the Company shall be entitled to (i) withhold payment of any Fee due to you, (ii) seek reimbursement of all or part of the Fee from you, (iii) seek reimbursement from you for the Company's losses incurred in respect of the cancelled Assignment or refunded monies, as the case may be.

14 Termination

- 14.1 If you no longer wish to be considered for work by us you should inform the Company as soon as possible by

either calling us or emailing us at info@cityunscripted.com

14.2 We may terminate these Terms in relation to your availability as Local:

14.2.1 upon four weeks' notice at any time;

14.2.2 immediately, if we receive poor feedback from more than two Customers or if you act in an unprofessional or rude manner with Customers; or

14.2.3 immediately by giving notice in writing to you if we reasonably consider 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 us into disrepute.

15 Status

15.1 You will be an independent contractor and nothing in these Terms shall render you an employee, worker, agent or partner of the Company and you shall not hold yourself out as such.

15.2 You shall be fully responsible for and indemnify the Company against any liability, assessment or claim for:

15.2.1 taxation whatsoever arising including VAT (or the equivalent sales tax in other non-UK jurisdictions) from or made in connection with the performance of each Assignment, where such recovery is not prohibited by law; and

15.2.2 any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by you or any substitute against the Company arising out of or in connection with the provision of each Assignment

The Company may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to you.

16 Variation

16.1 These Terms once accepted by you may be varied by the Company at any time upon notice by email to you of any changes to these Terms.

17 Third party rights

17.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to these Terms and no person other than you and the Company shall have any rights under it. The terms of these Terms or any of them may be varied, amended or modified or these Terms may be suspended, cancelled or terminated by agreement in writing between the parties or these Terms may be rescinded (in each case), without the consent of any third party.

18 Governing law and Jurisdiction

18.1 These Terms and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

18.2 The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms or its subject matter or formation (including non-contractual disputes or claims).