



HEALTH AND SAFETY POLICY

It is the policy of PSR Promotions that all reasonably practicable steps will be taken to ensure the health, safety, and welfare of its employees and the protection of others not in its employment. The Company recognises its statutory obligations to maintain standards of safety.

The Company also recognises its obligation to members of the public.

Management and staff are required to co-operate with agreed practices and procedures for improved standards of protection for all persons using the Company's premises.

In order to maintain these stated aims, management will:

- Provide and maintain safe and healthy working conditions in accordance with the Health & Safety at Work etc. Act 1974 and other applicable, relevant statutory requirements;
- Carry out appropriate risk assessments of all premises and tasks carried out within them
- Provide appropriate safety training, information, and instruction as required;
- Provide all necessary safety devices and equipment and supervise their use; and
- Monitor safety procedures, and involve employees.

Staff have a duty to co-operate fully in the operation of this Policy by:

- Working safely and efficiently, complying with any instruction, information & training in accordance with all PSR procedures and statutory obligations;
- Immediately reporting incidents;
- Assisting with the investigation of accidents and aiding the introduction of measures to prevent recurrences.

CODE OF PRACTISE

Alcohol and Drugs

The following rules apply in the interests of the well-being and health and safety of all employees and in the quality of their work.

You must not be under the influence of alcohol, illegal or non-prescribed drugs or affected by the abuse of solvents or similar substances whilst at work in a manner that affects adversely your work or interaction with colleagues and/or clients.

You must not be involved in any transaction in connection with the handling, possession, sale or purchase of illegal drugs.

If you are reasonably suspected of being under the influence of any of the above, you may be asked to leave the promotion for the remainder of the day. On the following day, or based on the circumstances as soon as practical, your manager will conduct a thorough investigation. Your full cooperation, for the appropriate independent medical examination, where necessary, will be required. Where appropriate, this might lead to disciplinary action.

The consumption of alcohol at any establishment during working hours is forbidden.

If you suspect or know that you or a colleague have an alcohol or drug problem you are encouraged to seek help and treatment voluntarily. Organisations, which might be of support in providing 24 hour, confidential, experienced counselling, include:

The Samaritans on 0845 790 9090 or www.samaritans.org.uk

Alcoholics Anonymous on 0845 769 7555 or www.alcoholics-anonymous.org.uk

Drugs information and advice on 0800 917 8765 www.talktofrank.com

Confidential Information

Personal Information

Data protection legislation relates to all information held on behalf of employees, contract workers, and clients. It is the responsibility of every employee to adhere to the terms of the PSR data protection policy; therefore it is important that you read the policy on data protection and query with your manager any gaps in your understanding to avoid unwitting transgression of the letter or spirit of the legislation. Accuracy and relevance of information held and the security and integrity with which it is dealt are of paramount importance. Failure to comply with these requirements might lead to disciplinary action.

Sensitive Information

You must not disclose to any other person or company, information of a sensitive nature (e.g. transactions, margins, business plans, clients, temporary workers or candidates) relating to either PSR or PSR' clients which you learn of as a result of your employment with PSR.

No such information should be sent or taken off site.

These restrictions apply both during your employment with PSR and after you leave the company. Whilst still in employment, any breach may result in disciplinary proceedings. Once you have left the Company, any discovered breach may result in the Company instigating legal proceedings against you.

You must not apply for any permanent or temporary vacancy notified by any client to PSR.

Conflict of Interest

A conflict of interest arises when your work for the Company could be affected by a personal interest or personal association. It becomes significant if an independent third party might reasonably take the view that there is a risk that your resultant actions might be affected, whether or not they are affected. You should seek to avoid conflicts of interest and, if you find that you have a personal interest in a matter that you are working on you should declare it to your manager, without delay.

You are required to inform the Company immediately if your spouse, partner or a close relative with whom you are living, is engaged by any competitor of the Company. The Company reserves the right to take appropriate action to mitigate this risk.

Contact with the Media

You must exercise care and discretion in all contacts, including social contacts, with journalists or others working in the media; the latter includes radio, television, wire services and the press at national, regional or local level. You should not speak to anyone in the media on PSR matters, or participate in debate through the media, including through the internet, without the prior approval of the company. If, for any reason and in whatever circumstances, such contacts take place without consultation with the company in advance, the discussion must be reported as soon as possible after the event.

Limits of Authority on behalf of PSR

Expenditure

You have no authority to commit PSR to any expenditure unless you have been given prior written authority. If you are permitted to commit and authorise expenditure, it applies only within the conditions and limits that are issued to you in writing under the relevant authorisation procedure and which are approved by the company.

Contracts and Agreements

You are not authorised to make any commitment or to sign any contract or agreement or agree any discounts on charges on the company's behalf unless you have received written authority from the company.

Entertaining PSR Clients and Candidates

You are not permitted to entertain any of PSR's clients or applicants unless authorised by the company.

Personal Information

You are not permitted to divulge your personal telephone number or address to any client, temporary worker or applicant of the Company unless authorised by a Director of the Company.

Should you undertake any of the above actions without the appropriate authority, this will be treated as gross misconduct. In addition you may incur a personal liability to the supplier/client/candidate.

Criminal Offences

You must notify your line Director if you are convicted of a criminal offence or receive a notice of court appearance for a criminal offence, giving details of the offence and any penalty. This includes motoring offences which involve endorsement of penalty point on your driving licence. Any failure to advise the Company of criminal offences which are then discovered, may result in disciplinary action.

Diversity Statement

At PSR, "Diversity" means understanding and reflecting the community in which we operate, building loyalty with our colleagues, candidates and clients. Differences such as age, gender, ethnicity, physical appearance, religion, education and beliefs are valued and everyone has the opportunity to contribute to the Company and fulfil their potential.

Respect for People and becoming an "Employer of Choice" are the core values in our approach. Our aim is to create an open, honest and unprejudiced working environment and to ensure that all our colleagues feel part of PSR and respected as individuals.

We value and utilise the differences that our people bring to our business and in the competitive environment in which we operate it is essential that we attract and retain the best people and those that reflect the client and candidate groups we serve.

We have a responsibility to treat all individuals- colleagues, candidates and clients fairly, impartially and without prejudice and we should never perpetuate or tolerate harassment, prejudice or bias in any form.

Our desire to attract and retain a talented and diverse workforce is supported by our equal opportunities policy which details our legal requirements and our employee policies that aim to encourage people from a variety of backgrounds to join and remain with the Company.

Dress Code

All employees are required to dress in appropriate attire as per the requirements of the contract in question. Employees should aim convey a professional image of the Company to clients, candidates, visitors and colleagues.

All attire must be clean. Personal hygiene should always be of the highest standard. Tattoos and body piercing (other than earrings) must not be visible.

Employees who persistently fail to meet an acceptable standard of appearance or dress will be subject to the Company's disciplinary procedure

Gratuities & Gifts

You may not without prior written consent of the Company accept any gift and/or favour of whatever kind from a current or prospective client of the Company or any third party. Where you receive gratuities from clients or any other third parties it is your responsibility to ensure that these are declared to HM Inspector of Taxes.

Lateness

If you are unexpectedly delayed and cannot arrive before your contracted start time, you should contact your manager directly (not via voicemail or text message). A proper explanation and expected time of arrival should be given. Once you arrive, you should advise your manager immediately and at your manager's discretion you may be required to work additional time on the same or another day to compensate for the lateness.

Failure to arrive at your contracted start time on a regular basis will result in an investigation and, where appropriate, disciplinary action being taken.

PERSONAL SECURITY AND SAFETY TRAINING

Brand promoters assigned by PSR Promotions are under a “contract for services”. They are therefore not employees of PSR nor are they employees of the Client to whom they are assigned. They are effectively self-employed. This means that personal security and safety training is a responsibility of the brand promoter. All brand promoters are required to adhere to the below terms and conditions, and return a signed copy to PSR prior to an assignment commencing.

SELF-EMPLOYED BRAND PROMOTER CONTRACT FOR SERVICES AND TERMS AND CONDITIONS

BACKGROUND

- a. P.S.R.'s business is in promotions. P.S.R. tenders for and is appointed by its clients to complete a project for specific marketing services at certain sites or locations. (“the Assignment”).
- b. The Brand Promoter has skills and abilities which may from time to time be available to P.S.R. (“the services”).
- c. P.S.R. and the Brand Promoter agree that if the Brand Promoter offers to make his/her services available to P.S.R. and is engaged by P.S.R., the terms and conditions in this contract for services shall apply.
- d. It is the intention of the parties that when the Brand Promoter provides the services to P.S.R. for an Assignment, such provision of services shall constitute a separate and distinctive engagement under this Contract for services. Unless varied or amended or otherwise agreed between the parties under clause 18, these terms and conditions shall apply for each engagement.

BRAND PROMOTER PROVISIONS

1. P.S.R. is not obliged to offer work on any Assignment to the Brand Promoter, neither is the Brand Promoter obliged to accept any work offered. The Brand Promoter is not obliged to make its Services available at any time. Specifically both parties agree that they do not intend to create or imply any mutuality of obligations at any time, either during or in between any individual engagement.
2. The Brand Promoter shall act in a professional workmanlike way at all times while carrying out the Services for P.S.R.
3. The Brand Promoter will, if required by P.S.R., notify P.S.R. of the start and finish times of the Services and provide a report to P.S.R. in a format defined by P.S.R. after the services have been completed.
4. The Brand Promoter is free to provide any services to any other party at the same time as being engaged by P.S.R. and P.S.R. acknowledges that it will not have first call on the services of the Brand Promoter in priority to any third party.
5. The Brand Promoter is responsible for providing and meeting the cost of any training necessary to complete the Services, and is advised to ensure that he/she is suitably trained in advance to undertake Assignments. P.S.R. or P.S.R.'s client may at their discretion make specific training available to the Brand Promoter, but neither is under any obligation to do so.
6. The Brand Promoter is responsible for ensuring that he/she has undertaken the necessary police checks to undertake Assignments where such checks are required. At its discretion P.S.R. may organise police checks but P.S.R. is under no obligation to do so.
7. The Brand Promoter may, at his/her absolute discretion, use a substitute or hired assistant to perform the Services. The substitute or hired assistant may be rejected by P.S.R. only if in the reasonable opinion of P.S.R., such substitute or hired assistant does not possess the necessary skills or qualifications to carry out the Services.
8. Where a substitute or hired assistant is used by the Brand Promoter, there shall be no contractual or financial relationship between P.S.R. and the substitute or hired assistant. The Brand Promoter is solely responsible for arranging payments to the substitute or hired assistant.

PAYMENT FOR THE SERVICES

9. Formal written tenders will not be required. The rate or fee for the Services will be agreed verbally between P.S.R. and the Brand Promoter.
10. The Brand Promoter will send an invoice to P.S.R. for the Services, once the Services have been completed satisfactorily.
11. Any defective work P.S.R. reasonably determines has been caused by the Brand Promoter, any substitute or hired assistant working for the Brand Promoter, will be corrected by the Brand Promoter at his/her own cost in his/her own time.
12. The Brand Promoter is responsible for all his/her travelling expenses to and from any location where he/she has been engaged to provide the Services.
13. As a self-employed individual, the Brand Promoter is responsible for his/her own tax and National Insurance contributions, and will provide P.S.R. with details of his/her self-employed reference number if requested to do so.
14. The Brand Promoter is not entitled in any circumstances to holiday pay, sick pay or any other payment when Services are not provided to P.S.R.
15. The Brand Promoter is not entitled to participate in P.S.R.'s grievance and disciplinary procedure.
16. The Brand Promoter will not be entitled to receive payment for Services that are cancelled.

HEALTH AND SAFETY

17. The Brand Promoter will comply with all applicable Health and Safety obligations in relation to the performance of the Services.
18. The Brand Promoter will make themselves aware of all personal safety issues and will highlight any concerns they may have prior to commencement of the assignment.
19. Any concerns raised by the Brand Promoter will be addressed by PSR and training / risk assessments will be undertaken if required.

SUBSTITUTES AND HIRED ASSISTANTS

20. The Brand Promoter may, at his/her absolute discretion, use a substitute or hired assistant to perform the Services. The substitute or hired assistant may be rejected by P.S.R. only if in the reasonable opinion of P.S.R., such substitute or hired assistant does not possess the necessary skills or qualifications to carry out the Services.
21. Where a substitute or hired assistant is used by the Brand Promoter, there shall be no contractual or financial relationship between P.S.R. and the substitute or hired assistant. The Brand Promoter is solely responsible for arranging payments to the substitute or hired assistant.

TERMINATION OF THIS AGREEMENT

22. This Agreement can be terminated by either party for any reason and without any notice being given.

MISCELLANEOUS

23. The Brand Promoter confirms that he/she has read and understood these terms and conditions and has had the opportunity to discuss the agreement with any person or professional advisor he/she considers necessary before agreeing.
24. Both parties agree this is intended to be a legally binding contract governing the nature of the contractual relationship between them.
25. Both parties agree that unless otherwise stated in this Contract for Services, with the exception of verbal agreements referred to in clause 7 these terms and conditions represent the whole agreement between them. No variations may be made to these terms unless agreed in writing by both parties.
26. Should P.S.R. fail to enforce or apply any of the rights that it has under this Contract for Services, it shall not be construed that P.S.R. approves or agrees to any breach of contract or that it loses its rights to enforce the terms of this Contract for Services in full at any time now or in the future.
27. The headings used in this Contract for Services are for ease of reference only and are not intended to be interpreted as part of the terms agreed between the parties.
28. References to the masculine include the feminine and/or plural as appropriate.
29. This contract is governed by the laws of England and Wales.

Contact Details

Paul Roberts

Tel: 07957306519

Email: paul@psrpromotions.com

Website: www.psrpromotions.com