



**DATED <insert today's date>**

**STANDARD TERMS AND CONDITIONS FOR MEMBERS OF TEABAG  
TALENT LTD**

BETWEEN:

Teabag Talent Ltd of R/O Unit 8a, Wingbury Courtyard Business Village, Wingrave,  
Buckinghamshire, HP22 4LW, Co. No.4180630

And

[Insert Partner's company name/trading name] of [insert registered office or trading  
address] (the "Partner")

And

[Insert Member's name/Member's company name] of [insert registered office or  
trading address] (the "Member")

## 1. **Interpretation**

### 1.1 In these conditions:

**"Assignment"** means each assignment which the Member will perform from time to time for Customers and the details of which will be set out in a Schedule prior to commencement of the assignment;

**"Customer"** means the person firm or company identified in the Schedule;

**"Agreement"** means the terms and conditions laid out in this document and the terms of the Schedule relating to a specific assignment;

**"IPR"** means any copyright, trademark, trade name, patent, registered or unregistered design and any other intellectual property right;

**"Schedule"** means the sheet which details the specific tasks required by the Customer or such other sheet in substantially the same form to be completed by the Partner and the Customer prior to the commencement of each Assignment;

**"Special Conditions"** means the special conditions (if any) set out in the Schedule;

**"TTL"** means Teabag Talent Limited with registered No. 4180630, with which the Partner has entered into a Partner's Agreement.

### 1.2 The headings in these conditions are for convenience only and shall not affect their interpretation

### 1.3 The scope of this Agreement is to cover:

1.3.1 Those relating to the Member engaged upon as assignment. These are in sections 3 to 8 inclusive.

- 1.3.2 The relationship between TTL and its registered members in the provision of services during the duration (see section 2). These are in sections 9 to 15

## 2. **Duration**

This Agreement shall commence on the date the Member registers with TTL and shall continue until either party gives to the other one month's notice in writing of termination provided that if at the end of the month the Member is undertaking an Assignment termination shall not be effective until the end of the Assignment

## 3. **Assignments**

In consideration of the mutual obligations to be performed hereunder the Member agrees to undertake for the duration of this Agreement such Assignments as will be agreed with the Partner from time to time and the details of each such Assignment will be set down in the Schedule including the name of the Customer and the Partner and these conditions shall apply for the duration of this Agreement including in respect of the performance of each Assignment. Any changes or additions to the Agreement must be agreed in writing by the Partner and the Member. The duration of the Agreement will be defined on the Schedule

## 4. **The Member's obligations**

- 4.1 The Member shall undertake Assignments as required for any Customer at such times and at such locations as the Partner and the Member shall agree from time to time, subject to the provisions of clause 5.
- 4.2 The Member shall undertake each Assignment with reasonable care and skill and to the best of his/her ability, acting at all times in the best interests of TTL, the Partner and the Customer.
- 4.3 The onus is on the Member to seek all necessary assistance from the reporting contact of the Customer (the "Reporting Contact") named in the Schedule and to ensure that he does not undertake any work outside his/her area of expertise and ability.
- 4.4 The Member shall comply with the reasonable directions and regulations of the Customer in the performance of each Assignment including conforming to the codes of conduct and policies of the Customer.

## 5. **Conflict of Interest**

- 5.1 The Partner and TTL accepts that the Member may during the term of this Agreement wish to undertake work which conflicts with an Assignment agreed to be performed by the Member for a Customer. The Member agrees

to discuss any work which may conflict with his/her obligations under any Assignment with the Partner who will decide whether that work conflicts with the Member's obligation under this Agreement. If a conflict exists the Member undertakes to either forego that alternative work or to accept the termination of the Assignment.

- 5.2 The Member agrees during the term of each Assignment and for one year after its termination not to approach the Customer for whom the Assignment was performed or any associated company of any such Customer on his/her own behalf or that of another individual or company to solicit any work of any nature.
- 5.3 The Member agrees during the term of this Agreement not to accept any work from any Customer introduced to the Member by the Partner or TTL during the term of this Agreement other than by entering into an Assignment under the terms of this Agreement.

## 6. **Fees and Expenses**

- 6.1 The rate chargeable by the Member will be agreed with the Partner prior to the commencement of each Assignment and is subject to review by the Partner and the Customer as they deem appropriate. Payment will only be made in respect of time worked. No payment is made for time-off for sickness or holiday or any other benefit accorded to the employees of the Customer (if any) or employees in general.
- 6.2 The Member shall be responsible for advising the Partner of fees due to him and any expenses incurred in the course of each Assignment, providing always that expenses have been agreed with the Reporting Contact prior to the expenditure being incurred and if required must be supported by receipts acceptable to the Customer. These details should be notified to the Partner on a completed time and expense sheet of the Partner signed as accepted by the Reporting Contact ("the Time and Expense Sheet").
- 6.3 The Member shall invoice the Partner (such invoices to be marked payable by TTL, and sent to TTL's nominated address) at the end of each calendar month in respect of each Assignment undertaken in that month and each invoice shall have attached to it the Time and Expense Sheet agreed (with the Partner) as referred to in sub-clause 6.2.
- 6.4 The monies payable to the Member are at all times directly proportional to the monies received from the Customer and should the Customer withhold funds due to the poor performance of the Member, the Partner and TTL accepts no financial commitment to the Member. In any event, payment of the Member's invoice will be made only after payment of monies due from the Customer from which the Member's fee is derived.
- 6.5 If the Member is registered for VAT purposes then VAT is to be charged at the appropriate rate on the total amount of the invoice.

## **7. Intellectual and Other Property**

- 7.1 All IPRs (including the right to know-how) arising out of each Assignment shall vest in the Customer immediately upon creation. The Member shall deliver copies thereof to the Customer at the Customer's request and in any event on termination of each Assignment.
- 7.2 On request by the Customer, the Member shall, at the Customer's expense, execute such deeds and documents as the Customer may require to vest (or to confirm the vesting of) the IPRs in the Customer.
- 7.3 In the event that any part of the services provided under any Assignment is or becomes infringing of any third party IPR, the Member will immediately replace the infringing services at its own expense with non-infringing services which meet the requirements of the Assignment.
- 7.4 The Member waives (and shall procure that its employees and consultants waive) all and any moral rights (see notes at foot of Agreement) it or they may have now or in the future in respect of any Assignment the Member or any of its employees and consultants have undertaken.
- 7.5 In the event that any third party IPRs are used, the Member warrants that it has obtained for itself and for the Customer all necessary consents, approvals and licences for use of the same in the Assignment and will disclose full details of the same to the Customer on request.
- 7.6 Except where exempted specifically in the Contract Schedule, all material, documents and data provided by the Customer for the performance of the Assignment (and all IPRs in the same) shall remain the property of the Customer and shall be returned to the Customer (together with all copies and derivative works) on demand by the Customer and in any event, immediately upon the termination of the Assignment.

## **8. Indemnity and Liability**

- 8.1 Without prejudice to any other rights and remedies available to the Partner and TTL the Member hereby indemnifies TTL and the Partner and undertakes to keep TTL and the Partner indemnified against all losses, damages, interest, claims, liabilities, costs and expenses (including but not limited to legal costs) ("Claims") arising from or incurred in relation to death or injury to persons or loss of or damage to tangible property or loss of profits, agreements, revenue or opportunities, liability under any legislation, IPR infringement, and all other foreseeable Claims, to the extent that the same is attributable to, caused by or a consequence of, directly or indirectly, the acts, omissions, default, negligence or breach of this Agreement and/or any Assignment by the Member.

8.2 Neither party excludes or limits liability to the other for death or personal injury, caused by its negligence or liability for fraudulent misrepresentation.

## 9. **Membership**

For Members, TTL:

- 9.1 Will provide secure storage of personal information, and will remove all information relating to the Member at the request of the Member
- 9.2 Claims the right to write to or contact Members with information relevant to assignments or Membership activity
- 9.3 Claims the right to send the Member's cv to TTL customers and potential customers for specific assignment opportunity without the specific permission of the Member such permission having been deemed to have been given by the member by making his/her CV available on the TeabagTalent website. However, TTL recognises that it is good practice and will endeavour to seek the Member's permission to do so where feasible
- 9.4 Agrees to never declare contact details, or the right for a Customer to contact a Member, without permission expressed by the Member

## 10. Silver membership

For those Members subscribing at the Silver Membership level:

- 10.1 Clauses 9.1 to 9.4 apply
- 10.2 Other features and benefits of Silver Membership are as appear on the member's page of teabagtalent.com and TTL reserve the right to alter these from time to time

## 11. **Gold Membership**

For those Members subscribing at the Gold Membership level.

- 11.1 Clauses 9.1 to 9.4 apply
- 11.2 Other features and benefits of Gold Membership are as appear on the member's page of teabagtalent.com and TTL reserve the right to alter these from time to time

## 12. **Code of Conduct**

TTL requires its members to adhere to a code of conduct. This code will be provided to the Member at Application. The current version of the Code of Conduct will be published on the Members' web site, and the Member you will be notified of amendments and modifications.

## 13. **Termination**

- 13.1 Without limitation, TTL and/or the Partner may by notice in writing immediately terminate this Agreement if the Member shall:

- 13.1.1 Be in breach of any of the terms of this Agreement including the Code of Conduct which, in the case of a breach capable of remedy, shall not have been remedied by the Member within 7 days of receipt by the Member of a notice from the Partner or TTL specifying the breach and requiring its remedy.
- 13.1.2 Be incompetent, guilty of gross misconduct and/or any serious or persistent negligence in the provision of its services hereunder as determined by the Partner or a director of TTL.
- 13.1.3 Fail or refuse after written warning to provide the services reasonably and properly required of it hereunder.

#### 14. **Confidentiality**

The Member agrees to treat as secret and confidential and not at any time for any reason disclose or permit to be disclosed to any person or otherwise make use of or permit to be made use of any unpublished information relating to the Partner's or TTL's or the Customer's technology, or other know-how, business plans or finances or any such information relating to a subsidiary, supplier, customer or supplier of the Partner or TTL or the Customer where the information was received during the period of this Agreement. Upon termination of any Assignment for whatever reason the Member shall deliver up

- 14.1 to the Customer upon its request all working papers, computer discs and tapes or other material and copies provided to or prepared by it pursuant to such Assignment.
- 14.2 to the Partner and TTL upon request all working papers, computer discs and tapes or other material provided to the Member by the Partner or TTL during his/her Membership

#### 15. **Status and Tax Liabilities**

- 15.1 It is agreed that the Member shall be responsible for all income tax liabilities and national insurance or similar contributions in respect of all its fees and the Member agrees to indemnify the Partner and /or TTL against all demands for any income tax, penalties and interest made against it in respect of the Member's services hereunder and against the Partner's and TTL's costs of dealing with such demands.
- 15.2 The parties agree that this Agreement does not create a relationship of employment, partnership or joint venture.
- 15.3 The parties agree that the Member is in control of his/her own working time and it is unmeasured, and accordingly the Working Time Regulations 1998 (as amended) does not apply.

#### 16. **General**

- 16.1 Any notice required or permitted to be given by either party to the other under these conditions shall be in writing addressed to the other party at its

registered office or Partner base of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving notice. For the avoidance of doubt, under these conditions written notice shall be deemed to include e-mail sent by either party to the other, to the last e-mail address notified to the party giving notice.

- 16.2 No failure or delay by either party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by either party of any breach of this Agreement by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 16.3 If any provision of this Agreement is held by any competent authority to be invalid or unenforceable, in whole or in part, the validity of the other provisions of this Agreement and the remainder of the provision in question shall not be affected.
- 16.4 Any dispute arising under or in connection with this Agreement shall be referred to arbitration by a single arbitrator appointed by agreement or (in default) nominated on the application of either party by the President of the Law Society.
- 16.5 English law shall apply to this Agreement and the parties shall agree to submit to the exclusive jurisdiction of the English courts.

**17. Acceptance of Terms and Conditions**

Your submission of an application for Membership (at any grade or level), is deemed to signify your acceptance of the Terms and Conditions contained herein.

Signed:

.....  
[Insert name of Member]

Signed:

Signed:

.....  
[Insert name of Partner]

.....  
Director on behalf of TTL

**Note**

7.4 Moral Rights: This is a specific term linked to Copyright law. Moral rights are personal to the creator of copyrighted works and under English law can be waived.