



# Terms & Conditions Freelance Staff – One Stage Technical LTD

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Mike Vayle (One Stage Technical LTD)  
ONE STAGE TECHNICAL LTD | 18/04/2023

IT IS HEREBY AGREED as follows:

### **Provision of Services**

1.1. One Stage Technical LTD – ("The Company") engages the Contractor to supply the Services to the Company at such times and at such locations as the Company and the Contractor shall agree from time to time in writing on the terms and conditions set out in this Agreement ("the Services") and detailed in a Purchase Order and/or Crew Pack and/or provided via TeamTrack.

1.2. The Company is under no obligation to offer the Contractor any work and the Contractor is under no obligation to accept any work that may be offered, save for the work agreed under this contract for services. No party wishes to create or imply any mutuality of obligation between themselves either in the course of or between any performance of the services or during any notice period. The Company is not obliged to pay the Contractor at any time when no work is available.

1.3. The Company recognise that the Contractor undertakes the services in the capacity of its professionals who will use their own skills and initiative as to the technical manner in which the services are provided.

1.4. The Contractor agrees to provide the Services as an independent contractor. Nothing in this Agreement is intended to or shall be deemed to create a partnership or a relationship of employer and employee between the Company and the Contractor or any of its employees, agents or Contractors.

### **2. Termination**

2.1. The Purchase Order may be terminated immediately and without notice by the Company if the Contractor.

2.1.1. commits an act of material breach which means but is not limited to acting in such a manner which will damage the business of the Company.

2.1.2. in the opinion of the Company is negligent in the provision of the Services.

2.1.3. discloses without authorisation the affairs of a client or Prospective Client or Confidential Information to a third party.

2.1.4. does or fails to do anything which could bring the Company into disrepute.

2.1.5. provides the Company with false or misleading information about their ability to perform the Services or their status as a self-employed Contractor.

2.1.6. commits an act of fraud or dishonestly.

2.1.7. interferes with the software or hardware or other computer equipment belonging to the Company; or

2.1.8. is prevented for any reason from providing the Services.

2.1.9. in the opinion of the Client is negligent, unfit or unreliable in the provision of the Services or not provided the Service to a certain standard.

2.1.10. commits a breach of clause 10.5.

### **3. Contractor's Obligations**

3.1. The Contractor agrees and undertakes to the Company as follows:

3.1.1. that they will at all times during the period of the Agreement observe and comply with the terms of this Agreement and the Purchase Order and/or Crew Pack and/or provided via TeamTrack;

3.1.2. that they shall perform all of its obligations and undertaking pursuant to this Agreement and the Purchase Order and/or Crew Pack and/or provided via TeamTrack in an efficient and lawful manner.

3.1.3. that they shall devote such time and attention, skill and ability to the performance of the obligations under this Agreement and the Purchase Order and/or Crew Pack and/or provided via TeamTrack as is required for the proper performance of such obligations.

3.1.4. that they will not make any representations or give any warranties on behalf of the Company in providing any such of the Services required of the Contractor under this Agreement and the Purchase Order and/or Crew Pack and/or provided via TeamTrack;

3.1.5. that they shall not disclose the terms of existence of this Agreement or any Purchase Order and/or Crew Pack and/or provided via TeamTrack to the Company's Client or any other party without the prior consent in writing to the Company.

3.1.6. that they shall maintain adequate insurance and professional indemnity cover with an insurer of good repute and shall produce to the Company on request evidence of the foregoing including copies of the insurance policy and receipt of premiums in respect of the same; and

3.1.7. that they will indemnify the Company for any loss or damage arising directly or indirectly to the Company out of their failure to comply with the terms of this Agreement or any Purchase Order including, in particular, but without limitation, those obligations under clause 11 below, and shall satisfy the Company when reasonably requested from time to time to do so that it has taken every reasonable precaution to avoid such loss or damage notwithstanding that the Company may at any time waive in part or in whole any of its rights under that clause.

3.2. The Contractor may, with the prior written approval of the Company and subject to the following proviso, appoint a suitably qualified and skilled Substitute to perform the services on their behalf, provided that the Substitute shall be required to enter into direct undertakings with the Company, including with regard to confidentiality. If the Company accept the substitute the Contractor shall continue to invoice the Company in accordance with clause 5 and shall be responsible for the remuneration of the Substitute.

### **4. Fee**

4.1. The Company shall pay to the Contractor a fee at a rate agreed from time to time in writing between the Company and the Contractor in respect of the Contractor's performance of its obligations under the Purchase Order. The Contractor shall invoice the Company and payment will be 30 working days of receipt of a proper VAT (if applicable) invoice. The Contractor shall not be entitled to any payment or reimbursement other than as specified herein.

4.2. The Company shall be entitled to deduct from any and all payments made to the Contractor under the terms of this Agreement:

4.2.1. any sums (including any tax payable on sums payable to the Contractor hereunder for which the Company is held liable) which it is required to deduct from payments to the Contractor under the legislation in force during the period of this Agreement or at any time after the date of payment.

4.2.2. the amount of any losses suffered by the Company as a result of the Contractor's incorrect, defective or incomplete performance of its obligations under this Agreement or any Purchase Order and/or Crew Pack and/or provided via TeamTrack, or the Contractor's incorrect, defective or incomplete recording of the extent of the Contractor's work for any Client of the Company.

4.2.3. the amount of or part of any amount due to the Company arising out of loss or damage to the Company in respect of which the Company is entitled to be indemnified in accordance with clause 5.3 of this Agreement; and

## 5. Expenses

4.2.3.1. the amount or any part of the amount overpaid to the Contractor and recoverable from it under clause 5.3 of this Agreement.

### PROVIDED THAT

4.2.3.2. the Company gives to the Contractor 14 days prior notice in writing of the deductions to be made

4.2.3.3. the Company does not make such deduction vexatiously or maliciously; and

4.2.3.4. the Company will advise the Contractor as soon as reasonably practicable in the event that any dispute over payments due to the Contractor becomes apparent to the Company.

4.3. The Contractor undertakes to the Company that in the event that it is found that at any time the Contractor has received an over payment of fees from the Company that the Contractor will upon demand immediately repay to the Company the amount of such overpayment.

4.4. The Company shall at its sole discretion withhold the payment of all monies due to the Contractor under this Agreement should the Agreement be terminated at any time for whatsoever reason where the Contractor has not returned to the Company all records of the Contractor performance of its obligations hereunder as are required in order to calculate the Contractor's fees or not returned any items of the Company's property held by the Contractor.

1.1. The Company will not reimburse the Contractor for expenses incurred in the proper provision of the Services, unless otherwise agreed in writing between the parties prior to the work commencing or the expense occurring and included in the Purchase Order and/or Crew Pack and/or provided via TeamTrack..

1.2. All expenses are agreed on a project-by-project basis.

1.3. Travel expenses (mileage rates or public transport fares) may be paid to the Contractor for travel from home directly to a venue if included in the Purchase Order and/or Crew Pack and/or provided via TeamTrack..and is recoverable from the client. Please detail on your invoice the journey start and finish. No travel expense is paid for travel from home to Company's premises to pick up Company transport or where the client will not pay travel.

## **6. Tax**

The Contractor hereby covenants with the Company that the Contractor shall be responsible for all income tax, statutory liabilities, national insurance contributions, VAT or similar liabilities, any similar contributions properly due to be remitted by the Contractor whether they or their equivalent arise in or outside the United Kingdom in respect of fees payable to the Contractor under this agreement and that the Contractor shall be responsible for informing all relevant statutory authorities as may be applicable of their whereabouts when and if it is required to do so and shall wholly indemnify the Company in respect of any claims that may be made against the Company by any such relevant statutory authorities relating to the Services under this Agreement and the Contractor agrees to apply for and obtain all necessary permissions, consents, waivers or other documents required relating to the services provided under this Agreement whether in the United Kingdom or elsewhere.

## **7. Indemnity**

The Company relies upon the Contractor's skill, expertise and experience and also upon the accuracy of all representations or statements made and the advice given by the Contractor in connection with the provision of the Services. The Contractor hereby agrees to indemnify the Company against all loss, damage, costs, legal costs and professional and other expenses of any nature whatsoever incurred or suffered by the Company whether direct or consequential as a result of such reliance.

## **8. Health and Safety Requirements**

8.1. The Contractor agrees to comply with any health and safety requirements of the Company while providing services on the Company's premises.

8.2. The Contractor agrees to comply with any health and safety requirements of the Client while providing services on the Client's premises.

8.3. The Contractor agrees to take all reasonable steps to ensure the safety of themselves and any other person on the Company's or the Client's premises. All hazards identified by the Contractor must be reported to the Company so that appropriate action may be taken.

8.4. All accidents and/or injuries which occur arising out of or during the course of the contract (no matter how minor) must be reported to the Company in writing as soon as is practicable after the accident occurs.

#### **8.5. Plant & Equipment**

8.5.1. The Contractor must only operate plant that they are specifically trained on and have express permission to do so and that they have a current licence where applicable. The Contractor may only erect temporary scaffolding if specifically trained to do so.

8.5.2. The Contractor may only operate rigging equipment (including motor control systems) if specifically trained to do so.

#### **8.6. Personal Protective Equipment**

As an independent contractor it is their responsibility to provide and maintain their own Personal Protective Equipment (P.P.E), their P.P.E. must be used when appropriate, and/or they are instructed to do so, failure to abide by this obligation may mean that the Contractor will be asked to leave the site. As a matter of course they are expected to provide suitable safety shoes or boots.

Occasionally The Contractor may be asked to provide proof of a P.P.E. inspection log. It is The Contractor's responsibility to keep this always updated.

#### **8.7. Working at Height**

8.7.1. In accordance with the Work at Height Regulations 2005 (as amended), a place is 'at height' if (unless these regulations are followed) a person could be injured falling from it, even if it is at or below ground level. The Contractor should read and be aware of these regulations, a copy of which is contained within the Company's combined risk assessment and method statement.

8.7.2. The use of flight cases and other such items as access equipment is not permitted. Any raised work areas i.e. camera platforms must have appropriate safety rails and means of access.

#### **8.8. Noise at work**

8.8.1. The Control of Noise at Work Regulations 2005 (the Noise Regulations) came into force for all industry sectors in Great Britain on 6 April 2006 (except for the music and entertainment sectors where they come into force on 6 April 2008).

8.8.2. The aim of the Noise Regulations is to ensure that workers' hearing is protected from excessive noise at their place of work, which could cause them to lose their hearing and/or to suffer from tinnitus (permanent ringing in the ears).

8.8.3. The Control of Noise at Work Regulations 2005 replace the Noise at Work Regulations 1989. For more information please see the HSE website at [www.hse.gov.uk](http://www.hse.gov.uk)

8.8.4. It is the Contractor's responsibility to provide appropriate hearing protection for use whilst on site. The use of personal stereos is not permissible during the build-up and de-rig of shows.

## **9. Project Work**

### **9.1. Dress**

### **9.2. Tools & Equipment**

Where no specific instructions are given as to dress code, the Contractor is expected to wear smart clean show blacks and Company branded polo/sweatshirts. Where specific instructions/ clothing are issued by the Client these must be followed/worn. The Contractor may be required to work outdoors and should therefore ensure they have suitable clothing for such work. This includes any Personal Protective Equipment ("PPE") required under Health and Safety (H&S) Legislation.

The Contractor or their assignee is expected to provide all tools and equipment that might reasonably be expected for the performance of the Services. (A single multi-tool is not considered acceptable). The Contractor should ensure that all such equipment is suitably insured and maintained. From time to time the Company may transport such equipment at its cost. The Company does not accept any liability in the event of loss or damage.

### **9.3. Behaviour**

Whilst contracted to work on a Company project, the Contractor is expected to conduct themselves in a professional manner at all times. The Company will not tolerate abusive behaviour towards its employees or the Contractor's fellow contractors, Clients, sub-contractors or members of the public.

### **9.4. Equipment**

Whilst contracted to working on a Company project, the Contractor takes on a duty of care for the Company's assets, the Contractor must ensure that the equipment is used in a safe and professional manner and that any faults, damage etc. is reported to the Company's Project Manager as soon as possible, or in any case within 24 Hours. Equipment must be returned as supplied, i.e. correctly packed in flight cases/protective bags. All cables should be coiled and taped.

### **9.5. Fitness for work**

The Contractor must not carry out any of the Services on behalf of the Company under this Agreement whilst under the influence of drugs (unless prescription drugs under the supervision of a qualified medical practitioner) or alcohol.

## 10. Confidentiality

10.1. The Contractor shall not during this Agreement with the Company or after the termination of the agreement without the prior written consent of the Company use for their own purposes, or divulge to any third party, or otherwise make use of any Confidential Information of which they shall become possessed, relating in any way to the business of the Company or its techniques, systems or know-how.

10.2. The Contractor shall, during this Agreement, use their best endeavours to prevent the publication or disclosure of any Confidential Information.

10.3. The Contractor shall refrain from using and shall keep secret during and after the termination of this agreement with the Company any secret or Confidential Information relating in any way to any business or individual having dealings with the Company.

10.4. If, during the course of this Agreement the Contractor makes, or becomes possessed of, any invention, discovery or process (or any improvement of any kind) relating to, or which could be applied to, the business of the Company, then, where appropriate, at the request and the expense of the Company, the Contractor must ensure that the copyright in the same vests in the Company.

10.5. Except to the extent necessary in the proper course of this Agreement or as required by law, the Contractor shall not at any time during or after the termination of this Agreement howsoever caused reproduce in any form or on any media or device or permit anyone to reproduce any Confidential Information.

10.6. The Contractor shall not except to the extent necessary in the proper course of this Agreement or as required by law:

10.6.1. remove any computer disks, tapes, memory sticks or Materials containing any Confidential Information from the Company's premises or any Client's premises; or

10.6.2. send by electronic means any Confidential Information.

10.7. Confidential Information which is made or received by the Contractor during this Agreement with the Company and all disks, tapes and Materials and any copies containing any Confidential Information shall be the property of the Company.

10.8. The Contractor shall abide by all directions of the Company from time to time and the Company's standard operating practices concerning the use, disclosure and supply of Confidential Information.

10.9. The Contractor shall not without the prior authority of the Company make any announcement, publicity or statement about the Company or its Clients.

10.10. On or before termination of this Agreement (howsoever occasioned), the Contractor shall deliver up to the Company or, at the Company's option, destroy or delete:



10.10.1. all disks, tapes, memory sticks, Materials and tangible items and all copies containing any Confidential Information; and

10.10.2. all other documents and property of the Company (including but not limited to access cards, security passes and keys) in their possession or under their control.

10.11. The rights and obligations under this clause shall continue in force after termination of this Agreement and shall be binding upon their representatives but shall cease to apply to any information ordered to be disclosed by a court of competent jurisdiction or otherwise as required to be disclosed by law.

## **11. Intellectual Property**

11.1. To the extent not otherwise vested in the Company, the Contractor hereby assigns to the Company absolutely with full title guarantee all Intellectual Property in the Contractor Materials for the full term of such rights and all renewals and extensions, together with all accrued causes of action.

11.2. The Contractor shall:

11.2.1. keep proper notes and records of all Contractor Materials.

11.2.2. fully and promptly disclose and deliver to the Company for the exclusive use and benefit of the Company and its nominees all Contractor Materials upon their creation, making, development, writing, preparation, devising or discovery; and

11.2.3. irrespective of the termination of this Agreement with the Company give full information, data and drawings as to the exact mode of working, producing and using the Contractor Materials and such other explanation, instruction and assistance as the Company may request to enable the full and effective working, production and use of the Contractor Materials.

11.3. The Contractor hereby irrevocably waives any and all of their moral rights which they may have anywhere in the world in the Contractor Materials, so that the Company and any third party may use and adapt all Contractor Materials in whatsoever way the Company or such third party determines without infringing such moral rights including (without limitation) the right to be identified, the right of integrity and the right against false attribution.

11.4. During the term of this Agreement and at all times thereafter, the Contractor shall not do or omit to do any act, matter or thing in consequence of which the Intellectual Property protection that might (but for such act or omission) otherwise have been available to the Company is or might be lost, forfeited or cease to be available.

11.5. The Contractor shall mark all Materials with such patent, copyright and trademark notices as the Company may require from time to time.

11.6. The Contractor shall not during this Agreement or at any time after it has been terminated (howsoever arising) use, register, apply for registration or assist or induce any third party to use, register or apply for registration of any trademark, service mark or domain name in any jurisdiction which is identical or materially similar to:

11.6.1. any trademark or service mark used or registered by the Company in any jurisdiction

11.6.2. any domain name used or registered by the Company; or

11.6.3. any brand, service or product developed, used or provided by the Company.

11.7. Upon request, the Contractor shall, at the Company's expense but without receiving payment, promptly execute all documents and instruments and do all acts, deeds and things as may from time to time be required by the Company:

11.7.1. to vest absolute legal and beneficial ownership of the Intellectual Property in the Contractor Materials in the Company or its nominee; and

11.7.2. to protect the Company's or its nominee's titles to its Intellectual Property anywhere in the world; and

11.7.3. to enable the Company and its nominee to protect and enforce its Intellectual Property including (if requested) assisting in legal proceedings.

11.8. The Contractor irrevocably appoints each director of the Company to be their attorney and in their name and on their behalf to execute any documents and instruments and to do such acts, deeds and things as the Company considers desirable in order to protect its Intellectual Property. A certificate in writing signed by a director or the secretary of the Company that a document, instrument, act, deed or thing falls within the authority conferred by this clause shall be conclusive evidence in favour of a third party if that is the case.

11.9. The Contractor warrants and undertake that nothing in the Contractor Materials contains or will contain any viruses, or other computer programming routines that are intended to damage, detrimentally interfere with, any system, data or personal information.

11.10. The rights and obligations under this clause shall continue in force after termination of this Agreement and shall be binding upon their representatives.

## **12. Return of Company Property on Termination**

Upon the termination of this Agreement for whatever cause the Contractor shall deliver up to the Company or its authorised representative any property of the Company which may be in the possession of the Contractor including without limitation any computer equipment, computer disks passwords Contractor Materials and any copies thereof whether or not the property was originally supplied to it by the Company together with any property including but not limited to Contractor Materials stored electronically which shall not be deleted or copied by the Contractor, and the Contractor shall inform the Company of any computer passwords in its possession relating to the business of the Company.

## **13. Force Majeure**

This Agreement or any Purchase Order may be suspended by the Company if the Contractor is unable to commence continue or completely perform its obligations under this Agreement by reason for force majeure fire, flood, lockouts, riots, civil commotion, state of national emergency, Government action or any cause whatsoever whether or not of a similar nature to the foregoing which is not within the Company control providing that notice is immediately given to the Contractor indicating suspension and stating the event relied upon.

#### 14. **Miscellaneous**

14.1. This Agreement sets out the entire agreement of the parties and supersedes all prior agreements and understandings relating to this subject matter.

14.2. The waiver by the Company of any of the Company's rights under this Agreement in respect of any breach of the terms or conditions or undertaking of this Agreement shall not be deemed to be a waiver of the Company's rights in respect of any other breaches of or future breaches of the Agreement.

14.3. The Contractor shall not assign or sub-contract any of its rights or duties under this Agreement without the prior consent in writing of the Company (such consent not to be unreasonably withheld).

14.4. Any notice to be served on either of the parties by the other shall be sent by pre-paid recorded delivery or registered post to the address of the relevant party shown at the head of this Agreement or by facsimile transmission or by electronic mail and shall be deemed to have been received by the addressee within 72 hours of posting or 24 hours if sent by facsimile transmission or by electronic mail to the correct facsimile number or electronic mail number of the addressee (with correct answerback).

14.5. This Agreement may only be amended in part or in whole with the written consent of both parties.

14.6. For the purposes of the Data Protection Act 1998 the Contractor consents to the Company procuring and/or processing of personal data including sensitive data of which the Contractor is the subject.

14.7. This Agreement shall be construed in accordance with the laws of England and, for the benefit of the Company, the parties hereby submit to the exclusive jurisdiction of the English Courts.

#### 15. **Definitions**

15.1. For the purpose of this Agreement the following terms have the following means:

15.1.1. "Client(s)" means any person, firm, company or other entity who during the period of 12 months prior to or at the Termination Date has had Services provided to it by the Company or the Contractor;

15.1.2. "Confidential Information" means any confidential information of the Company which may be known to or come to the Contractor's knowledge by reason of its engagement under this Agreement (whether before, during or after the signing of this Agreement), including without limitation:

15.1.2.1. the business dealings or affairs or prospective business dealings or affairs of the Company or any Client or Prospective Client; customer, prospective customer or person with whom the Company has business dealings;

15.1.2.2. the Materials and Intellectual Property in the Materials that are owned, licensed or used by the Company;

15.1.2.3. the trade secrets and finances of Clients, Prospective Clients, customers or prospective customers, customer lists, trading details, price lists or identities of

customers or prospective customers, customers, suppliers, agents, distributors, contractors, licensors or licensees of the Company;

15.1.2.4. any information obtained by the Contractor in the course of its engagement which is manifestly confidential;

15.1.2.5. any information designated by the Company as confidential; or

15.1.2.6. information in relation to which the Company owes a duty of confidentiality to any third party;

15.1.3. "Copyright Works" means any item of Confidential Information in which copyright or design right subsists;

15.1.4. "Contractor Materials" means all and any Materials including improvements and modifications:

15.1.4.1. which the Contractor may create, make, develop, write, prepare, devise or discover (alone or with others and whether or not during normal working hours, whether or not at any premises of the Company or any Associated Company and whether or not before or after execution of this Agreement); or

15.1.4.2. which are otherwise owned by or vested in the Contractor,

15.1.4.3. at any time whatsoever during the period of this Agreement and which pertains or is useful to the business or prospective business of the Company, any Associated Company or which results from or is suggested by any work which the Contractor has done or may do for the Company or any Associated Company.

15.1.5. "Documents" means all records, reports, documents, papers and other materials whatsoever originated by or upon behalf of the Contractor pursuant to this Agreement;

15.1.6. "Intellectual Property" means all intellectual and industrial property rights anywhere in the world, including without limitation any patents, topography rights, utility model rights, copyright, database rights, design rights, registered designs, trade mark rights, service mark rights, domain name rights, rights under licences and any other rights of a similar nature whether or not any of the same are capable of

protection by registration, and applications for registration of any of the foregoing and the right to apply for any of them;

15.1.7. "Materials" means any and all works of authorship, products, materials, processes, systems, methodologies, algorithms, ideas, concepts, discoveries, inventions, designs, sketches, drawings, plans, specifications, lists, research, software (source code and object code), manuals, know-how, documents, notes, records, databases, photographs, images, logos, graphics, names, domain names and marks (on whatever media);

15.1.8. "Prospective Client" means any person, firm, company or other business entity which was at the Termination Date involved in negotiations with the Company with a view to becoming a client;

15.1.9. "Purchase Order" means a document issued by the Company detailing the Services to be provided by the Contractor, setting out the agreed fee, a description of duties, any disbursements and expenses, including travel expenses, and the details of the Project Manager.

15.1.10. "Services" means those listed in the Purchase Order, Crew Pack or sent via TeamTrack

5.1.11. "Substitute" means a substitute for the Contractor appointed under the terms of clause 4.2;

15.1.12. "Termination Date" means the date upon which the Agreement ends.

15.1.13. "Agreement" means these Terms and Conditions together with a crew schedule detailing the Services, including but not limited to crew details, timetables, and locations.