

1. DEFINITIONS

- In these terms and conditions ("Terms"), the following definitions shall apply:
- "Assignment"** means the provision of services to Stagestruck;
- "Client"** means any person, firm or company to whom Stagestruck has agreed to provide services;
- "Stagestruck"** means Stagestruck Limited, a company incorporated in England and Wales under company number 1797605 whose registered office is at Flint Hall, Anstey, Buntingford, England, SG9 0DN;
- "Purchase Order"** means any purchase order sent by Stagestruck to you from time to time, setting out the services you will provide in respect of an Assignment.

2. CONTRACT

- 2.1. These Terms and our Purchase Order and the Health and Safety Policy found here https://www.stagestruck.com/Contractor_HS_Policy.pdf, shall constitute a binding contract between you and Stagestruck. These Terms (as may be amended from time to time) shall govern all Assignments undertaken by you for Stagestruck.
- 2.2. No variation or alteration of these Terms or any Purchase Order shall be valid unless agreed with Stagestruck in writing.

3. ASSIGNMENTS

- 3.1. Stagestruck may from time to time notify you of a potential Assignment. You will promptly notify Stagestruck as to whether you wish to offer your services to Stagestruck for such Assignment. Stagestruck may then accept your offer by sending you a Purchase Order, and at the time of sending such Purchase Order a binding contract will be formed between us, which you may only cancel in writing to the issuer.
- 3.2. For the avoidance of doubt, Stagestruck will not be under any obligation to offer you Assignments.

4. YOUR STATUS

- 4.1. You warrant and represent to Stagestruck that you are an independent company or contractor. As such, you bear sole responsibility for the payment of all taxes and contributions (including, but not limited to, income tax, PAYE and national insurance, where applicable) in respect of all amounts paid or payable to the you under this Agreement and all amounts which you pay any Worker/s.
- 4.2. You agree to indemnify Stagestruck and hold us harmless in respect of all losses, damages, liabilities, costs and expenses (including professional fees) incurred by Stagestruck as a result of any action, demand or claim in respect of:
- 4.2.1. any tax which may be found to be due from Stagestruck on any payments or arrangements made under these Terms together with any interest, penalties or gross-up thereon; and
- 4.2.2. any employment-related claim or any claim based on worker status brought by you or any individual employed by you against Stagestruck arising out of or in connection with the provision of services in respect of any Assignment.
- 4.3. Nothing in this Agreement shall create or be deemed to constitute or give rise to a partnership, joint venture, agency or any employment relationship between the Parties, or any employment relationship between any Worker and the Company, or any other fiduciary relationship other than the contractual relationship expressly provided for in this Agreement.
- 4.4. Nothing in these Terms will prevent you from providing services to another person, firm, organisation or company provided that such duties do not conflict with the requirements of an Assignment.
- 4.5. For the avoidance of doubt nothing in these Terms shall be construed as giving you any authority, or allowance to hold yourself out as having authority, to commit Stagestruck to any binding agreement.

5. CONDUCT OF ASSIGNMENTS

- 5.1. You shall, and shall procure that your employees and any contractors you engage shall perform your obligations in relation to the Assignment with the highest level of care, skill and diligence in accordance with best practice in your industry, profession or trade, in a professional manner and in accordance with any specification in the Purchase Order;
- 5.1.2. co-operate and comply with all reasonable directions from Stagestruck's and, where applicable, the Client's staff in relation to the Assignment;
- 5.1.3. comply with all applicable laws in force from time to time;
- 5.1.4. observe any relevant rules and regulations of Stagestruck's or where applicable, its Client's establishment or any other venue where an event is being held;
- 5.1.5. be responsible for providing all equipment and materials necessary for you to perform your obligations under these Terms, save where agreed otherwise in the Purchase Order;
- 5.1.6. not engage in any conduct which is likely to bring Stagestruck or the Client into disrepute or which is likely to result in the loss of custom or business by Stagestruck or the Client, and
- 5.1.7. not contact the Client without the specific prior agreement of Stagestruck.
- 5.2. Where the assignment requires attendance, Stagestruck reserves the right to send you or anyone you have engaged home and to cancel the relevant Purchase Order where either you or anyone you engage are in breach of the standards of behaviour required in clause 5.1 above.
- 5.3. Where the assignment requires attendance and you or anyone you engage are unable for any reason to attend during the course of your work for Stagestruck you should inform Stagestruck immediately. You may provide a suitable substitute, subject to Stagestruck's prior written approval.

6. PAYMENT

- 6.1. Stagestruck will pay you the fees for each assignment as set out in the relevant Purchase Order.
- 6.2. All fees are exclusive of VAT unless otherwise stated.
- 6.3. Unless otherwise agreed in a Purchase Order or writing:
- 6.3.1. Stagestruck shall pay the fees for an Assignment within 30 days of receipt of a valid and undisputed invoice from you; and
- 6.3.2. You shall not provide Stagestruck with an invoice for your work on an Assignment until you have completed all work in relation to it in accordance with the Purchase Order.
- 6.4. Stagestruck shall not be obliged to reimburse you for any expenses (including travel expenses) incurred by you in respect of an Assignment unless such expenses are (a) listed in the relevant Purchase Order, or (b) explicitly agreed with Stagestruck in advance in writing.

7. CONFIDENTIALITY

- 7.1. "Confidential Information" means all information concerning the business transactions, affairs, publications, products or services of Stagestruck or a Client, or any information relating to an Assignment, which you directly or indirectly receive or obtain in electronic, written, printed or oral form, whether or not marked as confidential, including (but not limited to):
- 7.1.1. Details of Stagestruck's actual and potential clients, including but not limited to lists of those persons/organisations, the identity of such clients, their address and/or telephone and/or facsimile and/or e-mail numbers and/or any individual point of contact;
- 7.1.2. Any preferential terms of business and contracts negotiated or being negotiated between Stagestruck and any actual or potential clients;
- 7.1.3. Proposals and tenders made by Stagestruck to clients for proposed contracts or business;
- 7.1.4. Details of Stagestruck's business strategies, plans or opportunities
- 7.1.5. The employment details of any director, employee, freelancer, worker engaged as independent contractor, servant or agent of Stagestruck (such as pay & benefits, career history with Stagestruck or a previous employer, or discipline and attendance records);
- 7.1.6. Stagestruck's marketing strategies for its existing products or services or any new products or services;
- 7.1.7. Stagestruck's opportunities for carrying out business with actual or potential clients;
- 7.1.8. The requirements of any actual or potential client for Stagestruck's products or services;
- 7.1.9. Stagestruck's business activities and any unpublished financial data or figures relating to Stagestruck's business
- 7.1.10. Project files - details and dates of any projects;
- 7.1.11. Budgetary details of projects;
- 7.1.12. Designs of any nature, including designs of printed material;
- 7.1.13. Programme scripts, storyboards, tapes, digital content in any form;
- 7.1.14. Photographs (including negatives) of any project and/or live events including individual elements including Client materials or displays;
- 7.1.15. Letters and correspondence including faxes and e-mail either received or sent by Stagestruck;
- 7.1.16. Details of suppliers used by Stagestruck (including but not limited to) the names of

suppliers, their addresses, and/or telephone numbers and/or facsimile and/or e-mail number and/or all individual points of contact;

- 7.1.17. Computer programs or records;
- 7.1.18. Information relating to research, development or design of any products or services, or proposed products or services of Stagestruck; and
- 7.1.19. Information belonging to any actual or potential client of Stagestruck which shall have been imparted in or entrusted to Stagestruck in circumstances of confidence or disclosed to Stagestruck pursuant to a written agreement containing restrictions on Stagestruck's disclosure of such trade secrets or confidential information and which you shall have received or obtained at any time during your engagement by Stagestruck.
- 7.2. You shall keep all Confidential Information secret and confidential and shall not use, copy, divulge or communicate, or cause, procure, allow or permit it to be used, copied, divulged or communicated to any person, firm, company or organisation, except:
- 7.2.1. for the purposes of complying with your obligations under these Terms;
- 7.2.2. as required by law or any government authority; or
- 7.2.3. with Stagestruck's prior written consent.
- 7.3. Without limitation to the above, you shall not disclose any images or information relating to any Client, Assignment or Stagestruck to the press, on the internet or any social media or in any other way that may be accessed by those other than Stagestruck staff.
- 7.4. Where it is necessary for you to disclose Confidential Information to your officers, directors, employees or anyone else engaged directly ("Representatives") for the purposes of performing your obligations for the Assignment, you shall ensure that those Representatives are bound in writing by obligations of confidentiality not less strict than the obligations contained in this clause 7.
- 7.5. The restrictions contained in this clause shall continue to apply indefinitely but shall cease to apply to information which comes into the public domain otherwise than through a breach of these Terms.
- 7.6. All notes, minutes, memoranda, correspondence, accounts, reports and other documents or items containing Confidential Information and any copies of the above shall remain the property of Stagestruck or the Client (as applicable). Promptly following any Assignment to which such documents relate, or otherwise on Stagestruck's request, you shall deliver up to Stagestruck (or at Stagestruck's option destroy) all such documents in your possession, together with all copies and parts thereof.
- 7.7. You will notify Stagestruck immediately of any actual or suspected security breach or unauthorised access to any information related to the assignment or its services stored on your or any of your subcontractors' equipment or facilities. You will cooperate fully with Stagestruck to investigate any actual or suspected security breach or unauthorised access to any Confidential Information.

8. STAGESTRUCK PROPERTY AND MATERIALS

- 8.1. You shall not remove any of Stagestruck's or its client's property or materials from Stagestruck's or a Client's premises without the prior consent of a director of Stagestruck.
- 8.2. On completion of any Assignment or on request from Stagestruck, you shall deliver to Stagestruck forthwith all property of Stagestruck then in your possession, custody, power or control.

9. INTELLECTUAL PROPERTY

- 9.1. If you at any time during the course of your work for Stagestruck (whether during the course of your normal duties or other duties specifically assigned to you, and whether or not such duties are performed during normal working hours), either alone or in conjunction with any other person or persons, conceive, originate, improve, develop, discover or invent any products, services, designs, processes, systems or inventions, you shall forthwith disclose all details to Stagestruck in writing.
- 9.2. You hereby assign to Stagestruck, by way of present assignment of present and future rights, all copyright, design rights and other proprietary rights (if any) for the full term thereof throughout the world in respect of all copyright works and designs which have been or will be written, originated, conceived or otherwise made by you alone or jointly with any other person or persons during the course of or in connection with your work for Stagestruck. Stagestruck shall have the right in its sole discretion to use, edit, amend, copy, add to and delete from any work prepared or provided by you, and to decide whether or not to credit you for such material in relation to any such copyright works or designs.
- 9.3. You shall, if and whenever required so to do by Stagestruck and at the expense of Stagestruck, apply or join with Stagestruck in applying for any patent, utility model, registered design or other protection in any part of the world for any intellectual property created by you during the course of your work for Stagestruck. You shall, at the expense of Stagestruck, execute or do, or procure to be executed or done, all instruments and things necessary for vesting such intellectual property, and all such right, title and interest to, and in, such intellectual property in Stagestruck or in such other person as Stagestruck may direct or require.
- 9.4. For the purpose of this clause 9 you hereby irrevocably authorise Stagestruck, as your attorney in your name, to execute any documents and/or do any things which are or may be required in order to give effect to the provisions of this clause 9.
- 9.5. You warrant that any work you undertake or supply to Stagestruck will be your own original work and will not infringe the intellectual property rights of any third party.

10. INSURANCE AND LIABILITY

- 10.1. You acknowledge that neither you nor your employees or contractors will be covered by any insurance policies Stagestruck has in place for the protection of Stagestruck and its employees.
- 10.2. You warrant and represent that you have in place appropriate insurance provision for the work you will be undertaking on behalf of Stagestruck, and if required by Stagestruck shall provide evidence of the same, to include as a minimum:
- 10.2.1. personal accident insurance;
- 10.2.2. business travel insurance;
- 10.2.3. public liability insurance with cover of £5,000,000;
- 10.2.4. professional indemnity insurance (if required by Stagestruck); and
- 10.2.5. insurance in respect of loss or damage to your equipment.
- 10.3. You will be liable for any loss, damage or injury to any party resulting from your negligent acts or omissions or the negligent acts or omissions of you or your employees during an Assignment.
- 10.4. You will indemnify Stagestruck and hold us harmless in respect of any costs, expenses, damages and losses (including professional fees) awarded against or incurred or paid by Stagestruck as a result of or in connection with any claim brought against Stagestruck due to or negligent act or omissions of you or your employees and/or any failure by you or them to comply with any of your obligations under these Terms, the Health and Safety Policy or any Purchase Order up to the limit of your applicable insurance cover.

11. DATA PROTECTION

- 11.1. Stagestruck will record, keep and process your personal data (or where you are a company, the personal data of your employees or contractors) such as name, address, email address and telephone number in order to maintain records relating to your contract, payment, health & safety and also to keep you updated on possible future assignments.
- 11.2. Both parties will comply with requirements of all applicable data protection and privacy legislation in force from time to time in the United Kingdom data protection legislation including, but not limited to, the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (the "UK GDPR"), as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018; the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 as amended.
- 11.3. At all times your information will be treated in accordance with our Privacy Notice which is available at <https://www.stagestruck.com/pdfs/Privacy%20policy.pdf>

12. HEALTH & SAFETY

- The Health and Safety Policy can be found on this link https://www.stagestruck.com/Contractor_HS_Policy.pdf
- 12.1. You shall, and shall procure that your employees and contractors shall:
- 12.1.1. take all reasonable steps to safeguard your/their own safety and the safety of any other person who may be present or affected by your actions on the Assignment; comply at all times with Stagestruck's Health and Safety Policy, as updated or amended from time to time, together with any Client health and safety policy notified to you. A copy of Stagestruck's current Health and Safety Policy is on the link above; and
- 12.1.3. ensure that all equipment you use to provide your services meets current safety standards and that all electrical equipment displays a current PAT test certificate.

13. NON-SOLICITATION

- You shall not, at any time during the term of this agreement or for a period of 12 months following its expiry or termination, directly or indirectly induce or attempt to induce any employee or consultant of Stagestruck or of a Client with whom you have had material dealings during the course of your work for Stagestruck to leave their employment, or engage, attempt to engage, employ, attempt to employ or offer employment or work to any such person, provided that this clause shall not preclude you from running general and non-specific recruitment campaigns in the normal course of your business.

14. TERMINATION

- 14.1. Stagestruck may cancel a Purchase Order at any time immediately by notifying you and without liability at any time.
- 14.2. If the services are cancelled payment of fees will only be made for the services completed satisfactorily up to the point of cancellation.
- 14.3. Termination of a Purchase Order is without prejudice to your obligations under clauses 7-10, 13 and 15 of these Terms which shall continue in force.
- 15. GENERAL**
- 15.1. No failure, delay or omission by Stagestruck in exercising any right, power or remedy provided by law or under these Terms shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.
- 15.2. No one other than Stagestruck and you shall have any rights to enforce any of these Terms.
- 15.3. If any dispute arises out of or in connection with this Agreement, you and Stagestruck agree to attempt in good faith to negotiate a settlement. If we are unable to resolve any controversy or claim through negotiation, the matter shall be referred to mediation in accordance with the procedures laid down from time to time by the Centre for Dispute Resolution ("CEDR") within thirty (30) days of one of us giving notice to the other that, in its reasonable opinion, no agreement will be reached through negotiation. If having followed the processes set out in this clause, we have failed to resolve the controversy or settle the claim, then the matter may be referred to the English Courts in accordance with clause 15.4.
- 15.4. Our agreement(s) with you are governed by the law of England & Wales and (subject to clause 15.3) you agree to the exclusive jurisdiction of the English courts.

STAGESTRUCK HEALTH & SAFETY STATEMENT

- It is the policy of Stagestruck Limited to comply in full with all the legal obligations that relate to the health, safety and welfare at work of all our employees and others who may be affected by our activities.
 - Our policy cannot be implemented without the full co-operation and support of all sub-contractors working on behalf of Stagestruck Limited. All subcontractors are expected to play a full and active part in putting our policy into practice. Safe working is a team effort with everyone playing a vital part.
 - As a matter of policy, overall responsibility for the management of health and safety rests with the Managing Director, Paul Finch. The Board of Directors has appointed Ben Waller to take executive responsibility for the day-to-day management of health and safety. Freelancers and subcontractors are bound by the same duties under health and safety legislation as Stagestruck Ltd and are expected to carry out their work for Stagestruck with due care towards themselves, Stagestruck staff and Clients, and any members of the public who might be affected by their work. You are expected to be aware of your duties under the Health and Safety at Work Act 1974, the Managing Health and Safety at Work Regulations 1999 and any other relevant health and safety regulations. Please note that this is equally applicable to self-employed persons (i.e., not companies with a number of employees).
- Subcontractors must comply with the following:**
- General**
 - Comply with the requirements of this Policy, any event specific instructions and any local rules or instruction at Clients' premises.
 - Ensure they are adequately trained and qualified to undertake their tasks competently, without putting themselves or others at risk.
 - Be able to provide proof of relevant qualifications if necessary.
 - Operations**
 - Undertake their activities in accordance with their responsibilities under the Health & Safety at Work etc Act 1974 and all other relevant health and safety regulations to ensure that they themselves, their employees and others, are not harmed by these activities.
 - Assess the risks associated with their activities and develop safe systems of work.
 - Report to your Stagestruck contact any shortcomings in health and safety arrangements that they become aware of, either at Stagestruck, or at the event venue. This includes any unsafe activities being undertaken by other Freelancers/Subcontractors.
 - Competence**
 - Be able to provide written risk assessments and method statements if requested by Stagestruck to demonstrate their appreciation of the hazards and associated risks with the task for which they have been appointed and to demonstrate they will apply a safe system of work.
 - Stagestruck will not accept any liability for incompetence or negligence on the part of any freelancer appointed to work at a specific event. Where it is demonstrated that a freelancer has acted negligently, Stagestruck may apply the full force of the law and seek compensation for any losses incurred as a result of that negligence.
 - Personnel**
 - Ensure that they use the correct PPE for the risk(s) being protected against.
 - Report any accident or NEAR MISS, however trivial, to the Stagestruck Project Manager. This is in addition to any reporting to the HSE responsibilities they have as self-employed.
 - Hazardous Substances (CoSHH)**
 - Hazardous substances must not be brought onto site without permission from Stagestruck.
 - Due care and consideration**
 - Subcontractors are restricted to their work area only and may not wander elsewhere in the building without authorization. At all times, freelancers must remember that they are representatives of Stagestruck when working with Stagestruck at a specific event. They are expected to always present a professional image and always with due care and consideration for Stagestruck employees and clients/members of the public.

By accepting a Purchase Order from Stagestruck you confirm that you have read and understood the order Terms & Conditions. The privacy policy and the Health and Safety policy.

