



1 Interpretation

- 1.1 The definitions and rules of interpretation in this condition apply in these conditions.
Company: Production 78 Limited.
Conditions: these Terms and Conditions of Purchase and Hire.
Contract: the Order and the Supplier's acceptance of the Order.
Contract Period: the time period defined by the date or dates referred to in Condition 2.6.
Goods: any goods (including without limitation any plant, machinery, vehicles, equipment and accessories therefore and/or services agreed in the Contract to be purchased and/or hired by the Company from the Supplier (including any part or parts of them).
Order: the Company's written instruction to supply the Goods, incorporating these conditions. For the avoidance of doubt, an Order for Goods shall include an Order for services and these Conditions shall apply, mutatis mutandis, to services.
Premises: the Company's offices, warehouse, event site or location specified in the Contract.
Supplier: the person, firm or company who accepts the Company's Order, including but not limited to any such person, firm or company who shall be acting as the Company's subcontractor.
- 1.2 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.3 Condition headings do not affect the interpretation of these Conditions.
- 1.4 Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.
- 1.5 Clause and schedule headings do not affect the interpretation of these Conditions.
- 1.6 References to clauses and schedules are (unless otherwise provided) references to the clauses and schedules of these Conditions.
- 1.7 Any reference to "parties" means the parties to the Contract and "party" shall be construed accordingly.

2 Application of Terms

- 2.1 Subject to any variation under condition 2.4, these Conditions are the only Conditions upon which the Company is prepared to deal with the Supplier and they shall govern the Contract to the entire exclusion of all other terms or conditions.
- 2.2 Each Order for Goods by the Company from the Supplier shall be deemed to be an offer by the Company to buy and/or hire Goods subject to these Conditions and no Order shall be accepted until the Supplier either expressly by giving notice of acceptance, or impliedly by fulfilling the Order, in whole or in part accepts the offer.
- 2.3 No terms or conditions endorsed upon, delivered with or contained in the Supplier's Terms and Conditions of Sale, Hire or Supply, quotation, acknowledgement or acceptance of order, specification or similar document shall form part of the Contract and the Supplier waives any right which it otherwise might have to rely on such terms and conditions.
- 2.4 These Conditions apply to all the Company's purchases and/or hires and any variation to these Conditions shall have no effect unless expressly agreed in writing and signed by an authorised signatory of the Company.
- 2.5 Where the Supplier shall be acting as the Company's subcontractor, the Supplier shall not be considered to be an employee of the Company and shall have no power or authority to bind or pledge the Company and shall not hold itself out, or permit itself to be held out, as having any such power or authority.
- 2.6 The Supplier's obligations under the Contract shall be performed on the date or dates specified in the Order, subject to Condition 13.
- 2.7 Where the Company hires Goods from the Supplier, the following terms shall apply:
- The hire charges comprising the price of the Goods shall be set out in the Order. Such charges shall cover the duration of the Contract Period;
 - The Supplier shall keep the Goods in good repair, condition and working order, properly serviced and maintained throughout the Contract Period and at its own cost and expense shall be responsible for repairing or replacing Goods that have sustained damage. The Company accepts no liability for loss or damage to any Goods;
 - The Supplier shall, during the Contract Period, effect and maintain a policy of insurance which shall contain terms appropriate to provide adequate coverage for any and all loss or damage which could or might arise from any breach of Condition 2.7(b) above (and without limitation, for any other type of loss or damage which could occur to the Goods during the Contract Period, whether or not occurring whilst the Goods are on the Premises) and which shall also be of an amount sufficient to provide adequate coverage for any and all such loss or damage and which shall include, without limitation, appropriate and adequate public liability cover. The Supplier shall, upon request by the Company, produce such policy of insurance to the Company for inspection together with evidence of payment of the most recent premium;
 - The Company may arrange for the collection of the Goods by the Supplier during normal business hours. The Company's liability to pay the hire charges comprising the price of the Goods shall cease at the time that the Company notifies the Supplier that collection is required;

- (e) Immediately following the Company's request for collection of the Goods, the Supplier shall collect and remove the Goods from the Premises;
- (f) If any Goods are not available or only partially available for collection by the Supplier, then the Supplier will be responsible for the costs and charges of each journey; and
- (g) The Supplier shall be solely responsible, at its sole cost, for any required cleaning of the Goods at the end of the Contract Period.

3 Quality and Defects

- 3.1 The Goods shall be of the best available design, of the best quality, material and workmanship, be without fault, be capable of any and all standards of performance requested by the Company, be fit for any purpose made known to the Supplier expressly or by implication, comply with any relevant current legislation and conform in all respects with the Order and specification and/or patterns, drawings and plans specified or advised by the Company to the Supplier.
- 3.2 The Company's rights under these conditions are in addition to the statutory conditions implied in favour of the Company by the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982.
- 3.3 At any time prior to delivery of the Goods to the Company the Company shall have the right to inspect and test the Goods at all times.
- 3.4 If the results of such inspection or testing cause the Company to be of the opinion that the Goods do not conform or are unlikely to conform with the Order or to any specifications supplied or advised by the Company to the Supplier, the Company shall inform the Supplier and the Supplier shall immediately take such action as is necessary to ensure conformity and in addition the Company shall have the right to require and witness further testing and inspection.
- 3.5 Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not diminish or otherwise affect the Supplier's obligations under the Contract.
- 3.6 If any of the Goods fail to comply with the provisions set out in condition 3 the Company shall be entitled to avail itself of any one or more remedies listed in condition 14.

4 Service Standards

- 4.1 If the Contract requires the Supplier to provide services to the Company, then the Supplier shall, throughout the duration of the Contract and without limitation:
 - (a) perform the services in a good and workmanlike manner;
 - (b) employ competent staff, and ensure that such staff are subject to adequate supervision and that they discharge their duties diligently, and supply to such staff full and proper instructions as to anything required to perform the Supplier's obligations under the Contract; and
 - (c) observe any reasonable instructions given to it by the Company in connection with the performance of its obligations under the Contract.
- 4.2 The Company shall have the right at any time during business hours to inspect any services performed by the Supplier pursuant to the Contract and the Supplier shall allow all reasonable access and assistance to the representatives of the Company to enable such representatives to carry out the inspection promptly, including providing the Company with any information that may be reasonably required.
- 4.3 The Supplier may not subcontract anything required to fulfil the Supplier's obligations under these Conditions and/or the Contract (which, for the avoidance of doubt, includes any such obligation with respect to any goods, as well as services), without the prior written consent of the Company.

5 Indemnity

- 5.1 The Supplier shall keep the Company indemnified in full against all direct, indirect or consequential liabilities (all three of which terms include, without limitation, loss of profit, loss of business, depletion of goodwill and like loss), loss, damages, injury, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by the Company as a result of or in connection with:
 - (a) defective workmanship, quality or materials;
 - (b) any fault in the Goods and/or any inability or failure of the Goods to be capable of any and all standards of performance requested by the Company, to be fit for any purpose made known to the Supplier expressly or by implication, to comply with any relevant current legislation, or to conform in any respect with the Order and specification and/or any and all patterns, drawings and plans specified or advised by the Company to the Supplier;
 - (c) an infringement or alleged infringement of any intellectual property rights caused by the use, production or supply of the Goods; and
 - (d) any claim made against the Company in respect of any liability, loss, damage, injury, cost or expense sustained by the Company's employees or agents or by any customer or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the Goods as a consequence of a direct or indirect breach or negligent performance or failure or delay in performance of any term of the Contract by the Supplier.
- 5.2 The Supplier shall, throughout the Contract, maintain a policy of insurance which shall contain terms appropriate to provide adequate coverage for any and all risks contemplated in clause 5.1 above and which shall also be of an amount sufficient to provide adequate coverage for any and all such risks. The Supplier shall, upon request by the Company, produce such policy of insurance to the Company for inspection.

6 Delivery

- 6.1 The Goods shall be delivered, carriage paid, to the Company's place of business or to such other place of delivery as is agreed by the Company in writing prior to delivery of the Goods. The Supplier shall off-load the Goods at its own risk as directed by the Company.
- 6.2 The date for delivery shall be specified in the Order, or if no such date is specified then delivery shall take place within 28 days of the Order.
- 6.3 The Supplier shall invoice the Company upon, but separately from, despatch of the Goods to the Company.
- 6.4 The Supplier shall ensure that each delivery is accompanied by a delivery note which shows, among other things, the Order number, date of Order, number of packages and contents and, in the case of part delivery, the outstanding balance remaining to be delivered. The Supplier must obtain a signature from an employee, representative or agent of the Company on the delivery note, together with the printed name of the signatory.
- 6.5 Time for delivery shall be of the essence.
- 6.6 Unless otherwise stipulated by the Company in the Order, deliveries shall only be accepted by the Company in normal business hours.
- 6.7 If the Goods are not delivered on the due date then, without prejudice to any other rights which it may have, the Company reserves the right to:
- cancel the Contract in whole or in part;
 - refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
 - recover from the Supplier any expenditure reasonably incurred by the Company in obtaining the Goods in substitution from another supplier; and
 - claim damages for any additional costs, loss or expenses incurred by the Company which are in any way attributable to the Supplier's failure to deliver the Goods on the due date.
- 6.8 If the Supplier requires the Company to return any packaging material to the Supplier that fact must be clearly stated on any delivery note delivered to the Company and any such packaging material shall only be returned to the Supplier at the Supplier's cost.
- 6.9 Where the Company agrees in writing to accept delivery by instalments the Contract shall be construed as a single contract in respect of each instalment. Nevertheless failure by the Supplier to deliver any one instalment shall entitle the Company at its option to treat the whole Contract as repudiated.
- 6.10 If the Goods are delivered to the Company in excess of the quantities ordered the Company shall not be bound to pay for the excess and any excess shall be and shall remain at the Supplier's risk and shall be returnable at the Supplier's expense.
- 6.11 The Company shall not be deemed to have accepted the Goods until it has had 30 days to inspect them following delivery. The Company shall also have the right to reject the Goods as though they had not been accepted for 30 days after any latent defect in or incompatibility of the Goods has become apparent. Any Goods rejected by the Company shall remain at the Supplier's risk and shall be returnable at the Supplier's expense.

7 Risk / Property

- 7.1 The Goods shall remain at the risk of the Supplier until delivery to the Company is complete (including off-loading and stacking) when ownership of the Goods shall pass to the Company. For the avoidance of doubt, the ownership of Goods which are hired by the Company shall remain with the Supplier.
- 7.2 The Supplier shall, throughout the Contract, maintain a policy of insurance which shall contain terms appropriate to provide adequate coverage for any and all risks, damage and loss contemplated in clause 7.1 above and which shall also be of an amount sufficient to provide adequate coverage for any and all such risks damage and/or loss. The Supplier shall, upon request by the Company, produce such policy of insurance to the Company for inspection.

8 Price

- 8.1 The price of the Goods shall be stated in the Order and unless otherwise agreed in writing by the Company shall be exclusive of value added tax but inclusive of all other charges.
- 8.2 No variation in the price nor extra charges shall be accepted by the Company.

9 Payment

- 9.1 The Company will pay the price of the Goods within 60 days of delivery of the Goods to the Company, (and/or, if the Contract requires the Supplier to provide services to the Company, payment for said services will be made pursuant to this Condition 9.1 within 60 days of completion of the performance of said services, as applicable) but time for payment shall not be of the essence of the Contract.
- 9.2 Without prejudice to any other right or remedy, the Company reserves the right to set off any amount owing at any time from the Supplier to the Company against any amount payable by the Company to the Supplier under the Contract.
- 9.3 If any sum under the Contract is not paid when due then, without prejudice to the parties' other rights under the Contract, that sum shall bear interest from the due date until payment is made in full, both before and after any judgment, at 2% per annum over the base lending rate of Barclay's Bank plc from time to time. The Supplier is not entitled to suspend deliveries of the Goods as a result of any sums being outstanding.

10 Confidentiality

- 10.1 The Supplier shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Supplier by the Company or its agents and any other confidential information concerning the Company's business or its products and/or services which the Supplier may obtain and the Supplier shall restrict disclosure of such confidential material to such of its employees as need to know the same for the purpose of discharging the Supplier's obligations to the Company and shall ensure that such employees are subject to like obligations of confidentiality as bind the Supplier. Without limitation, the Supplier shall not without the prior consent of the Company in writing mention the Company's name in connection with the Contract in any publicity material or other similar communications to third parties.

11 The Company's Property

- 11.1 Materials, equipment, tools, dies, moulds, copyright, design rights or any other forms of intellectual property rights in all drawings, specifications and data supplied by the Company to the Supplier, or not so supplied but used by the Supplier specifically in the manufacture or supply of the Goods, shall at all times be and remain the exclusive property of the Company but shall be held by the Supplier in safe custody at its own risk and maintained and kept in good condition by the Supplier until returned to the Company and shall not be disposed of other than in accordance with the Company's written instructions, nor shall such items be used otherwise than as authorised by the Company in writing.

12 Termination

- 12.1 The Company shall have the right at any time and for any reason to terminate the Contract in whole or in part by giving the Supplier written notice, whereupon all work on the Contract shall be discontinued and the Company shall pay to the Supplier fair and reasonable compensation for work-in-progress at the time of termination but such compensation shall not include loss of anticipated profits or any consequential loss.
- 12.2 The Company shall have the right at any time by giving notice in writing to the Supplier to terminate the Contract forthwith if:
- (a) the Supplier commits a material breach of any of the terms and conditions of the Contract; or
 - (b) any distress, execution or other process is levied upon any of the assets of the Supplier; or
 - (c) the Supplier has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Supplier or notice of intention to appoint an administrator is given by the Supplier or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Supplier or for the granting of an administration order in respect of the Supplier, or any proceedings are commenced relating to the insolvency or possible insolvency of the Supplier; or
 - (d) the Supplier ceases or threatens to cease to carry on its business; or
 - (e) the financial position of the Supplier deteriorates to such an extent that in the opinion of the Company the capability of the Supplier adequately to fulfil its obligations under the Contract has been placed in jeopardy.
- 12.3 The termination of the Contract, however arising, shall be without prejudice to the rights of the Company accrued prior to termination. Any conditions which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination.

13 Remedies

- 13.1 Without prejudice to any other right or remedy which the Company may have, if any Goods are not supplied in accordance with, or the Supplier fails to comply with, any of the terms of the Contract the Company shall be entitled to avail itself of any one or more of the following remedies at its discretion, whether or not any part of the Goods have been accepted by the Company:
- (a) to rescind the Order;
 - (b) to reject the Goods (in whole or in part) and return them to the Supplier at the risk and cost of the Supplier on the basis that a full refund for the Goods so returned shall be paid forthwith by the Supplier;
 - (c) at the Company's option to give the Supplier the opportunity at the Supplier's expense either to remedy any defect in the Goods or to supply replacement Goods and carry out any other necessary work to ensure that the terms of the Contract are fulfilled;
 - (d) to refuse to accept any further deliveries of the Goods but without any liability to the Supplier;
 - (e) to carry out at the Supplier's expense any work necessary to make the Goods comply with the Contract; and
 - (f) to claim such damages as may have been sustained in consequence of the Supplier's breach or breaches of the Contract.

14 Assignment

- 14.1 The Supplier shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company.
- 14.2 The Company may assign the Contract or any part of it to any person, firm or company.

15 Force Majeure

- 15.1 The Company reserves the right to defer the date of delivery or payment or to cancel the Contract or reduce the volume of the Goods ordered if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

16 General

- 16.1 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.
- 16.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 16.3 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
- 16.4 Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Supplier shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
- 16.5 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business.
- 16.6 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 16.7 The Contract constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements and understandings between the parties.
- 16.8 Any dispute arising under or in connection with the Contract shall be referred to arbitration by a single arbitrator appointed by agreement or (in default) nominated on the application by either party to the President for the time being of the Law Society whose decision as to the type, qualifications and experience of such arbitrator shall be final and binding on the parties. The costs of the arbitrator shall be borne by the parties as he directs and his decision on the issue in dispute shall be final.
- 16.9 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English & Welsh law and the parties submit to the exclusive jurisdiction of the English & Welsh courts.

17 Freelancers (hereinafter referred to as the 'Crew Member')

- 17.1 Any person wishing to work for the Company as a freelancer is hereby referred to the following Crew Member Agreement at Schedule A of these Conditions, which shall govern the supply of services to the Company by crew members.

Schedule A - Crew Member Agreement

This agreement is made as part of the Freelance Contract issued between Production 78 Limited, of Unit K6 Southpoint Industrial Estate, Cardiff, CF10 4SP ("The Manager") and the individual named in the Freelance Contract ("The Crew Member"). **The Crew Member has agreed to provide the services specified in the Freelance Purchase Order (the "Purchase Order") (the "Services").**

The Manager has requested the Crew Member and the Crew Member has agreed with the Manager to perform the Services for the Manager on the terms and subject to the terms of this Agreement.

IT IS AGREED as follows:

1 Interpretation

- 1.1 In this Agreement the following definitions apply:
 - "Confidential Information"** means any and all confidential commercial, financial, marketing, technical or other information or data of whatever nature relating to the Manager or its business or affairs (including but not limited to this Agreement, data, records, reports, business plans, client information, client lists, price information, agreements, software, programs, specifications, know-how, trade secrets and other information concerning the Engagement) in any form or medium whether disclosed or granted access to, whether in writing, orally or by any other means, provided to the Crew Member or any third party in relation to the Engagement by the Manager or by a third party whether before or after the date of this Agreement together with any reproductions of such information in any form or medium or any part(s) of such information;
 - "Engagement"** means the event for which the Crew Member shall be retained by the Manager to provide the Services;
 - "Purchase Order"** means the document attached to this Agreement's Contract which sets out specific information related to the Engagement, including the services to be performed by the Crew Member;
 - "Losses"** means all losses, liabilities, damages, costs, expenses whether direct, indirect, special or consequential (including, without limitation, any economic loss or other loss of profits, business or goodwill, management time and reasonable legal fees) and charges, including such items arising out of or resulting from actions, proceedings, claims and demands; and
 - "Loss"** shall be construed accordingly;
 - "Services"** means the services set out on the Purchase Order.
- 1.2 Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.
- 1.3 Clause and appendix headings do not affect the interpretation of this Agreement.
- 1.4 References to clauses and appendices are (unless otherwise provided) references to the clauses and appendices of this Agreement.
- 1.5 Any reference to "parties" means the parties to the Agreement and "party" shall be construed accordingly.
- 1.6 Any reference, express or implied, to an enactment includes a reference to that enactment as from time to time amended, modified, extended, re-enacted, replaced or applied by or under any other enactment (whether before or after the date of this Agreement) and all subordinate legislation made (before or after this Agreement) under it from time to time.

2 Application of Terms

- 2.1 This Agreement together with the Purchase Order and Freelance Contract ("the Agreement") constitutes the entire agreement between the Manager and the Crew Member and governs the Engagement undertaken by the Crew Member. This Agreement shall prevail over any terms put forward by the Crew Member.
- 2.2 The Crew Member is engaged on a contract for services by the Manager on the terms set out in this Agreement. For the avoidance of doubt this Agreement shall not be construed as a contract of employment between the Crew Member and the Manager.
- 2.3 No variation or alteration to this Agreement shall be valid unless the details of such variation are agreed between the Manager and the Crew Member and set out in writing and a copy of the varied Agreement is given to the Crew Member no later than 5 business days following the day on which the variation was made stating the date on or after which such varied Agreement shall apply.
- 2.4 The Crew Member acknowledges to the Manager that the Services are supplied to the Manager as an independent contractor and that accordingly the responsibility of complying with all statutory and legal requirements relating to the Crew Member shall fall upon and be discharged wholly and exclusively by the Crew Member.
- 2.5 Nothing in this Agreement shall render the Crew Member an employee or worker of the Manager. The Crew Member shall ensure that s/he does not hold themselves out as an employee or worker of the Manager. In the event that any person should seek to establish any liability or obligation upon the Manager on the grounds that the Crew Member is an employee or worker of the Manager, the Crew Member shall upon demand indemnify the Manager and keep it indemnified in respect of any such liability or obligation and any related Losses which the Manager shall incur.
- 2.6 Details of the Crew Member's duties, hours of work, the fee payable to the Crew Member, the period of time for which the Crew Member shall be retained by the Company and any other event or site-specific information required by the Crew Member is set out in the Purchase Order.
- 2.7 The Crew Member will be paid the fee detailed on the Purchase Order, upon receipt of a VAT invoice (if applicable). The fee includes remuneration for all work carried out in connection with the event, including any preparation, transport time to and from the event and holiday pay (unless stated otherwise on the Purchase Order).
- 2.8 The fee shall not be payable, or shall be correspondingly reduced or deferred, if the Engagement is cancelled, suspended

or postponed due to circumstances beyond the control of the Manager such as war, national mourning, fire, strike, industrial action or lockouts, the effects of inclement weather, or the actions of any governmental or local authority in relation to any matter, including but not limited to any licensing issue.

- 2.9 Any subsistence payments, accommodation allowances and any other remuneration payable to the Crew Member will be detailed on the Purchase Order.
- 2.10 All payments to the Crew Member will be made without deduction of taxation or national insurance. The Crew Member shall be responsible to account for income tax and national insurance to HM Revenue and Customs.
- 2.11 If the Crew Member is a VAT registered business or company, the Crew Member must provide the Manager with a VAT invoice.

3 Warranties and Obligations of the Crew Member

- 3.1 The Crew Member warrants to the Manager that:
- (a) the Crew Member has any necessary skills to perform the Services;
 - (b) by entering into and performing its obligations under this Agreement it will not thereby be in breach of any obligation which it owes to any third party; and
 - (c) s/he consents in writing to the Manager processing the Crew Member's personal data for purposes connected with the provision of the Services and pursuant to this Agreement.
- 3.2 The Crew Member:
- (a) must provide all documentation requested by the Manager before work commences, together with a copy of the Crew Member's passport detail photo page or another suitable government document containing the Crew Member's National Insurance number or permit to work in the United Kingdom;
 - (b) shall work flexibly and efficiently and maintain the highest professional standards in undertaking the Services and shall behave in a manner that upholds the good name of the Manager and its clients; and
 - (c) shall comply with all policies, method statements and training provided by the Manager from time to time to ensure the efficient operation of its business and the welfare and interests of its staff, clients and members of the public.
- 3.3 The Crew Member must complete the Manager's online subcontractor health and safety questionnaire, shall comply with the Health and Safety regulations set out by the Health and Safety Executive, and shall be responsible for reporting any situation that may pose a danger to any other crew member or member of the public. Furthermore, the Crew Member will be personally responsible for ensuring that his/her actions do not endanger the rest of the crew or members of the public.
- 3.4 The Manager agrees to comply with its responsibilities with regards to Health and Safety as set out by the Health and Safety Executive.
- 3.5 The Crew Member is required for their own safety to read and implement the Manager's Health and Safety Policy document in full, a copy of which is available in the Health and Safety folder on line at: <https://81.143.49.88/codocs>
- 3.6 The Crew Member will need to enter User name: Public and Password: password (NB. case sensitive)
- 3.7 If the Crew Member is unable to undertake the Services or any part thereof due to illness or accident, he/she shall directly notify the Manager immediately or as soon as reasonably practicable. In this event, the Crew Member will submit medical certification to the Manager explaining the reason for the Crew Member's absence no later than three days after the date upon which their illness commenced, or after the date of their accident, as applicable.
- 3.8 The Crew Member shall not accept any offer of employment made directly to the Crew Member by any of the Manager's clients at any time during the Engagement and for a period of 12 months immediately following completion of the Engagement or termination of this Agreement.
- 3.9 The Crew Member agrees on its own part as follows:
- (a) to observe any relevant rules and regulations of the premises where the Services are being performed to which attention has been drawn or which the Crew Member might reasonably be expected to ascertain; including but not limited to those relating to health and safety to the extent that they are reasonably applicable to the Crew Member;
 - (b) to take all reasonable steps to safeguard its own safety and the safety of any other person who may be affected by actions of the Crew Member whilst at the Engagement;
 - (c) to comply with the Data Protection Act 1998 in respect of any personal data which the Crew Member is granted access to for the purpose of or by reason of the performance of the Services;
 - (d) not at any time to divulge to any person, nor use for its own or any other person's benefit, any Confidential Information relating to the Manager's employees, business affairs, transactions or finances;
 - (e) not to engage in any conduct detrimental to the interests of the Manager which includes any conduct which could bring the Manager into disrepute and/or which may result in the loss of custom or business for the Manager;
 - (f) not to commit any act or omission constituting unlawful discrimination against or harassment of any other crew member, any member of the Manager's staff, or any other person;
 - (g) not to sub-contract or assign to any third party any of the Services which it is required to perform; and
 - (h) to furnish the Manager with any progress reports as may be requested from time to time.
- 3.10 The Crew Member acknowledges that any breach of its obligations set out in this clause may cause the Manager to suffer Loss and that the Manager reserves the right to recover such Losses from the Crew Member.

4 Term and Termination

- 4.1 This Agreement shall commence on the date stipulated in the Purchase Order and shall continue until completion of the Services to the reasonable satisfaction of the Manager at which time this Agreement shall expire automatically unless

previously terminated by the Manager or the Crew Member giving the other party the period of notice specified in the Purchase Order

- 4.2 Notwithstanding clause 4.1 of this Agreement, the Manager may without notice and without liability instruct the Crew Member to cease work on the Engagement at any time, where:
- (a) the Crew Member has committed any serious or persistent breach of any of its obligations under this Agreement; or
 - (b) the Manager reasonably believes that the Crew Member has not observed any condition of confidentiality applicable to the Crew Member from time to time; or
 - (c) the Manager is dissatisfied with the Crew Member's provision of the Services.

5 Intellectual Property Rights

- 5.1 The Crew Member acknowledges that all copyright, trademarks, patents and other intellectual property rights deriving from the Services carried out by the Crew Member shall belong to the Manager. The Crew Member shall execute all such documents and do all such acts as the Manager shall from time to time require in order to give effect to its rights pursuant to this clause.

6 Confidentiality

- 6.1 In order to protect the confidentiality and trade secrets of the Manager without prejudice to every other duty to keep secret all information given to it or gained in confidence, the Crew Member agrees as follows:
- (a) not at any time whether during or after the Engagement (unless expressly so authorised by the Manager as a necessary part of the performance of its duties) to disclose to any person or to make use of any of the trade secrets or Confidential Information of the Manager with the exception of information already in the public domain;
 - (b) to deliver up to the Manager at the end of the Engagement all documents and other materials belonging to the Manager (and all copies) which are in the Crew Member's possession including documents and other materials created by the Crew Member during the course of the Engagement;
 - (c) not at any time to make any copy, abstract, or summary of the whole or any part of any document or other material belonging to the Manager except when required to do so in the course of its duties under the Engagement, in which event any such item shall belong to the Manager.

7 Liability

- 7.1 The Crew Member shall:
- (a) be liable for any and all Losses or injury to any party resulting from the deliberate and/or negligent acts or omissions of the Crew Member during the Engagement; and
 - (b) ensure the provision of adequate Public Liability Insurance during the Engagement and shall make a copy of the policy available to the Manager upon request; and
 - (c) be liable for any defects arising in relation to the Services and shall rectify such defects as may be capable of remedy within a reasonable period from notification of such defects by the Manager.

8 Indemnity

- 8.1 The Crew Member shall indemnify and keep indemnified the Manager against any Losses suffered or incurred by the Manager by reason of any proceedings, claims or demands by any third party (including specifically, but without limitation, Her Majesty's Revenue and Customs).

9 Severability

- 9.1 If any of the provisions of this Agreement shall be determined by any competent authority to be unenforceable to any extent, such provision shall, to that extent, be severed from the remaining terms, which shall continue to be valid to the fullest extent permitted by applicable laws.

10 Notices

- 10.1 All notices which are required to be given in accordance with this Agreement shall be in writing and may be delivered personally or by first class prepaid post to the registered office of the party upon whom the notice is to be served or any other address that the party has notified the other party in writing, by email or facsimile transmission. Any such notice shall be deemed to have been served: if by hand when delivered, if by first class post 48 hours following posting and if by email or facsimile transmission, when that email or facsimile is sent.

11 Disclaimer

- 11.1 The Manager accepts no liability to indemnify the Crew Member for any Losses incurred by the Crew Member whether by reason of tax or other statutory or contractual liability to any third party arising from the Engagement.

12 Third Party Rights

- 12.1 None of the provisions of this Agreement are intended to be for the benefit of or enforceable by third parties and the operation of the Contracts (Rights of Third Parties) Act 1999 is hereby excluded.

13 Governing Law and Jurisdiction

- 13.1 This Agreement shall be construed in accordance with the laws of England & Wales and all disputes, claims or proceedings between the parties relating to the validity, construction or performance of this Agreement shall be subject to the exclusive jurisdiction of the Courts of England & Wales.