



Sub-Contractors Agreement

AN AGREEMENT

BETWEEN Revelation (Event Management Limited), 10, Simmonds Buildings, Bristol Road, Hambrook, Bristol BS16 1RY (hereinafter called 'the company' of the one part and

..... (hereinafter called 'the crew member') of the other part.

WHEREBY IT IS AGREED as follows:-

1. The Company engages the Crew Member to provide and the Crew Member will provide the services specified.
2. The Company will pay t the Crew Member
 - 2.1 A fee in accordance the Crew Purchase Order
 - 2.2 The Company will pay the Crew Member by Cheque or Bank Automated Clearing System. Payment will be sent either to the Crew Member's home address or directly into their Bank Account whichever is authorised by Revelation and requested by the Crew Member at the time of entering into the Agreement. No payment will be made in cash under any circumstances.
 - 2.3 Any VAT payable to the Crew Member's fee will only be discharged upon the presentation of a valid VAT invoice.
 - 2.4 Any charges attributed to the Crew Member by the Company's Clients (Client) Production Manager, Production Accountant or other manager must be paid by the Crew Member before the end of the production. The Crew Member is advised to obtain receipts in respect of such charges and other incidental expenses incurred by the Crew Member as verification of payment. These charges include inter alia hotel extras charges. In the event that any charges are not so paid by the Crew Member and are presented to the Company for payment by the client the Company will pay the client and deduct the amount from the Crew Member's fee unless the Crew Member can produce a validated receipt confirming the Client agreed to accept payment for the charges incurred.
3. **DUTIES**
 - 3.1 The Crew Member shall perform his/her duties as specified to the best of his ability and with the skill and expertise which the Company may reasonably expect from someone of his experience and knowledge and shall carry out those duties properly.
 - 3.2 The Crew Member shall be liable for all his negligent acts and all his omissions whether arising as part of the performance of his duties or otherwise and shall indemnify the Company against any claims made against it or any loss suffered by it in respect of any such negligent acts or omissions. The Crew Member must be covered by their own public/products liability insurance for a minimum of £ "M and evidence of this should be produced at the time of signing this agreement. Professional indemnity and employees liability insurance may also be required. Details must also be provided of any improvement prohibition notices received and any prosecutions under the Health & Safety at Work Act 1974, and if any claims for damages have been made and/or claims made under the public indemnity insurance arising from negligence on the Crew Members part.
 - 3.3 The Crew Member is retained due to his expertise and is responsible for ensuring his duties are carried out safely and responsibly. If the Crew Member has advertised certain skills it is their responsibility to ensure any qualifications required be up to date to the correct standard Certification must be shown on demand.
 - 3.4 The crew member must report all matters too the Company which impinge on the safety of the Crew Member, those individuals with whom he works in providing services under this agreement and the public at large.
 - 3.5 The Crew Member shall not assign the benefit of this Agreement to any other person.



4. CONDITIONS

- 4.1 The Crew Member acknowledges that he is self-employed and is not employed by the Company for tax or any other purposes.
- 4.2 The terms of this agreement preclude the Crew Member from claiming the following benefits:-
- (a) Any entitlement to holidays or payment for holidays
 - (b) Sickness benefit or payment for days when the Crew Member is unable to provide the agreed services by reason of ill health.
 - (c) Insurance
- 4.3 Each Crew Member is responsible for payment of any National Insurance Contribution due or Income Tax payable on fees earned from the Company.
- 4.4 The Crew Member is responsible for his own travel, accident, medical and loss of earnings insurance cover whilst performing its duties for the company and must produce evidence of such insurance to the Company if requested. Such insurance cover must include repatriation to the United Kingdom if appropriate.
This agreement may be terminated forthwith if the Crew Member is prevented from continuing to work due to sickness or injury. The Crew Member's fees and expenses will be paid up until the date of termination whereafter the Crew Member must rely on his insurance.
- 4.5 The Crew Member carrying out assignments abroad and particularly outside the EEC must take out their own travel insurance and the Crew Member is responsible for dealing with their own claims should it prove necessary. The Crew should read and understand their insurance policies prior to going abroad and should consult with the insurance company providing the insurance should they have any difficulties in understanding the provisions of the same.

5. GENERAL RESPONSIBILITIES:-

- 5.1 The Crew Member is responsible for the care and supervision of any equipment he is instructed to handle.
- 5.2 All damage or breakdown of equipment should immediately be reported to the Project Manager who will in turn report back to the Company.
- 5.3 Crew Members must only carry out repairs to equipment after permission from the Project Manager.
- 5.4 Any accidents, loss of equipment, damage to equipment or occurrences of a serious nature involving the Company's sub-contracted Crew or equipment must be reported to the Project Manager immediately. It may be necessary to write a written report of the same.
- 5.5 The Project Manager is responsible to ensure that all plans are faithfully reproduced and the Crew Members must follow the Project Manager's instructions and are accountable to him.

6. HEALTH AND SAFETY POLICY:-

- 6.1 The Company is under a duty to ensure so far as is reasonably practical the health, safety and welfare at work of all Crew Members. It is the Crew Member's duty to take reasonable care for the health and safety of his or herself and other persons who may be affected by his or her acts or omissions at work and to co-operate with the Company and its client so far as it is necessary to perform any duty or comply with any requirement imposed by any relevant law.
- 6.2 All accidents at work resulting in injury must receive medical treatment and must be reported immediately to the Project Manager with details entered in the Company's accident book.,
- 6.3 If the Crew Member visits sites in which the Company is involved he must observe all safety precautions and regulations appropriate to the site and its conditions.

7. GENERAL CONDUCT:-

- 7.1 Whilst working with a client of the Company the Crew Member is expected to conduct himself in a professional and businesslike manner at all times. Any conduct which the Company reasonably deems to adversely affect the Company, the Client, or the production upon which the Crew Member is working shall be grounds for immediate termination of this agreement. The Crew Member must look presentable and appropriately dressed at all times.
- 7.2 The Crew Member will not take or be under the influence of any illegal substance or alcohol whilst working for the Company. Any excessive use of alcohol outside of working hours which affects the Crew Members working capabilities or which results in



complaints to the Project Manager, Production Manager or the Company will be grounds for immediate termination of this Agreement.

- 7.3 Any items of clothing issued by Revelation to the Crew Member should be worn as required during the event. All items of Revelation clothing should then be returned to either the project Manager at the close of the event or to our Bristol Offices as soon as possible after. Clothing should only be retained if permission has been granted by a member of Revelation staff. Clothing not returned will be charged to you at full replacement cost and deducted from your payment.
- 7.4 Revelation requires from all freelance and sub-contracted staff an up-to-date passport sized photograph for the purposes of an identification card. This card should be worn at all times whilst employed by Revelation and should be presented on request to any client/security staff.
- 7.5
- (i) The Crew Member shall keep secret and shall not disclose and shall use his best endeavours to prevent the use or disclosure by or to any person of any of the Company's or Clients confidential information which came to his knowledge during his employment. The restriction shall apply during and after the termination of the Crew Member's employment without any time limit but shall cease to apply to information or knowledge which the Crew Member establishes has in its entirety become public knowledge otherwise than through the unauthorised disclosure or other breach or his part of that restriction.
 - (ii) Confidential information means all confidential information relating to the organisation, finances, business activities and private activities of the Company, Clients and either of their employees and agents, suppliers or advisors.
- 7.6 This agreement may also be terminated forthwith during the production if the Crew Member fails to carry out his duties satisfactorily or do not comply with the general responsibility obligations referred to in Clause 5. Termination will be effected by notice in writing by the Company to the Crew Member. If the Company is required to replace the Crew Member due to termination for the above reasons the Crew's fee will be paid on the date of termination of the Agreement less any advance monies given to the Crew. Monies may be deducted to cover any travel costs involving returning the Crew Member home.

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