

## FREELANCE EVENT CREW TERMS AND CONDITIONS

### 1. GENERAL

- a) These terms and conditions govern Threshold Sports Limited's (**Threshold**) engagement of an individual as a freelance contractor (the **Crew Member**) to work at a Threshold delivered live event (the **Event**).
- b) Each offer of work which the Crew Member accepts shall be treated as an entirely separate and severable engagement and contract (an **Assignment**). These terms and conditions shall apply to each Assignment but there shall be no relationship between the parties after the end of one Assignment and before the start of any subsequent Assignment.
- c) It is entirely at Threshold's discretion whether to offer the Crew Member work and Threshold is under no obligation to provide work to the Crew Member at any time. If Threshold has offered the Crew Member work, or offers the work more than once, then this shall not confer any legal rights on the Crew Member and, in particular, should not be regarded as establishing an entitlement to regular work.
- d) Threshold makes no promise or guarantee of a minimum level of work to the Crew Member and the Crew Member will work on a flexible, "as required" basis.
- e) If the Crew Member no longer wishes to be considered for Assignments then the Crew should inform Threshold as soon as possible.

### 2. SCOPE OF WORK

- a) Threshold shall advertise Assignments (the **Assignment Advert**) via Threshold's Live Force Online Crew Booking System (the **Booking System**). The Assignment Advert shall include details of the work to be provided by the Crew Member's (the **Services**). The Crew Member can apply to work on an Assignment via the Booking System. An application to work shall constitute an offer by the Crew Member to provide the Services to Threshold. If the Crew Member's offer is accepted, Threshold shall issue written acceptance via email at which point and on which date the contract shall come into existence.
- b) The Crew Member shall use their own initiative as to the manner in which the Services are delivered provided that in doing so the Crew Member co-operates with Threshold and complies with all its reasonable and lawful instructions.
- c) The Crew Member shall provide the Services at such times and on such days as agreed for the provision of the Services.

### 3. DUTIES AND OBLIGATIONS

- a) The Crew Member shall supply the Services in accordance with the description for the Services in Assignment Advert.
- b) The Crew Member warrants that by entering into and performing their obligations under this agreement, they will not be in breach of any obligation which they owe to any third party.
- c) The Crew Member warrants and represents that they have the necessary skills and qualifications to perform the Services and shall;
  - i. Carry out each Assignment with all due care, skill and ability in accordance with these terms and any timetables, targets and specific standards agreed.
  - ii. Use best endeavours to promote and protect Threshold's interests and observe the utmost good faith towards Threshold when providing the Services;

- iii. Not engage in any conduct detrimental to the interests of Threshold which includes any conduct tending to bring Threshold into disrepute or which results in the loss of custom or business;
  - iv. Keep proper records, as directed by Threshold, relating to the work performed;
  - v. Furnish Threshold with any progress reports as may be requested from time to time; and
  - vi. Ensure that Threshold's health and safety policy and related guidelines as well as those of other third parties in relation to the work are adhered to at all times.
- d) The Crew Member shall not have authority to bind Threshold and shall not hold themselves out as having authority to bind Threshold.
  - e) If the Crew Member is unable to provide the Services due to illness or injury, they shall advise Threshold of that fact as soon as reasonably practicable. For the avoidance of doubt, no fee shall be payable in respect of any period during which the Services are not provided.

#### **4. DRIVING**

- a) If driving is part of the Crew Member's work during an Assignment, the Crew Member warrants and represents that they are fit enough to drive and have the appropriate licence for the type of vehicle they are driving, and shall:
  - i. Provide a copy of their driving license to Threshold (if requested) and shall immediately notify Threshold of any change in circumstances that may affect their ability to drive. Threshold Sports retains the right to terminate the Assignment should an alteration in driving licence state affect the Crew Member's ability to undertake work on the Assignment;
  - ii. Notify Threshold of any accidents in which they are involved while driving for work during an Assignment; and
  - iii. Be personally responsible to pay or challenge any fines levied against them for road or parking offences, including speeding fines, driving in a bus lane, and illegal parking fines.

#### **5. ALCOHOL AND DRUGS**

- a) The Crew Member shall not drink alcohol during an Assignment as they must always be fit and able to do their role or react in an emergency.
- b) There is a strict no tolerance policy on drugs and the Crew Member shall not work during an Assignment under the influence of illegal substances or any medication unless it has prescribed by a doctor.

#### **6. SUBSTITUTION**

- a) Whilst the Crew Member will make reasonable efforts to complete an Assignment themselves, the Crew Member may appoint a substitute to perform the Services (a **Substitute**), provided that:
  - i. The Substitute has the required skills, qualifications and resources to provide the Services to the required standard; and
  - ii. The Substitute enters into direct undertakings with Threshold, including with regard to confidentiality.
- b) If a Substitute is appointed, Threshold will continue to pay the Crew Member their fee as provided in clause 8.a) below and the Crew Member shall be responsible for the remuneration of (and any expenses incurred by) the Substitute.

## **7. EQUIPMENT AND IT SYSTEMS**

- a) Threshold may require the Crew Member to carry out their work using their own equipment. If this is required, it shall be stated in the Assignment Advert.
- b) Threshold may provide the Crew Member with equipment to carry out their work. If and to the extent that any Threshold equipment is lost while in the Crew Member's possession, the Crew Member shall be responsible for the cost of any necessary repairs or replacement.
- c) If during an Assignment, the Crew Member is granted permission to access and use Threshold's IT Systems (the **IT Systems**), they shall:
  - i. Implement and follow appropriate procedures in accordance with best industry practice (including in relation to off-site working, where applicable) to ensure the security of the IT Systems and the confidentiality and integrity of all data stored in it;
  - ii. Ensure such IT Systems are accessed and used only to complete work related to the Assignment;
  - iii. Not access the IT Systems after the end of the Assignment; and
  - iv. Irretrievably erase any instructions or passwords related to the IT Systems from computer and communications systems and devices owned or used by the Crew Member or any Substitute, including such systems and data storage services provided by third parties (to the extent technically practicable).
- d) If the Crew Member is entrusted with keys then these must be returned at the end of the Assignment. If the Crew Member fails to return any keys then they shall be liable for the full cost for replacement keys and changes to the relevant locks and the police may be contacted.
- e) If the Crew Member is given key codes or passwords, they must not divulge them to anyone either during or after the Assignment. For the avoidance of doubt, key codes and passwords are considered confidential information (as defined by clause 10.a)).

## **8. FEES, EXPENSES AND PAYMENT**

- a) Threshold will pay the Crew Member on a fixed price basis with the scope of work to be performed set out in writing before the Assignment begins. The fee shall include VAT (if applicable). For the avoidance of doubt, the Crew Member shall not be paid for time spent travelling to or from an Assignment.
- b) Expenses will only be paid subject to Threshold's '*Expenses Policy for Freelance Crew*'. Expenses are limited to £100 per Assignment unless the Crew Member receives written approval from the Project Lead of the Assignment in advance of the event. All expenses must be accompanied by a VAT receipt where appropriate and itemised in the invoice for any days worked. Expenses must be submitted no later than 14 days post event. Any expenses received after this time may not be reimbursed.
- c) Threshold may deduct any amounts that the Crew Member may owe it at any time from any sums payable to the Crew Member.
- d) The Crew Member shall submit invoices to Threshold within 14 days of the Assignment ending. Each invoice should set out details of the work completed, the amount payable and bank account details for payment. Threshold will pay such invoices within 14 days of receipt of the invoice.

## **9. OTHER ACTIVITIES**

- a) The Crew Member may be engaged, employed or concerned in any other business, trade, profession or other activity which does not place the Crew Member in a conflict of interest with Threshold.

## 10. CONFIDENTIAL INFORMATION

- a) The Crew Member shall not use or disclose to any person, either during or at any time after their engagement by Threshold, any confidential information about the business or affairs of Threshold or any of its clients, or about any other confidential matters which may come to Crew Member's knowledge in the course of providing the Services. For the purposes of this clause 10, "Confidential Information" means any information or matter which is not in the public domain and which relates to the affairs of Threshold or any of its clients. This restriction does not apply to: any use or disclosure authorised by Threshold or as required by law; or any information which is already in, or comes into, the public domain otherwise than through unauthorised disclosure by the Crew Member.

## 11. DATA PROTECTION

- a) The following definitions shall apply to this clause 11:
  - i. **Data Protection Legislation:** the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).
  - ii. **Applicable Laws:** all applicable laws, statutes, and regulations from time to time in force.
- b) Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 11 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- c) The parties acknowledge that for the purposes of the Data Protection Legislation, Threshold is the controller and the Crew Member is the processor.
- d) Without prejudice to the generality of clause 11 b), Threshold will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to the Crew Member for the duration and purposes of this agreement.
- e) Without prejudice to the generality of clause 11 b), the Crew Member shall, in relation to any personal data processed in connection with the performance by the Crew Member of their obligations under this agreement:
  - i. process that personal data only on the documented written instructions of Threshold unless the Crew Member is required by Applicable Laws to otherwise process that personal data. Where the Crew Member is relying on the laws of a member of the European Union or European Union Law as the basis for processing personal data, the Crew Member shall promptly notify Threshold of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Crew Member from so notifying Threshold;
  - ii. ensure that they have in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;
  - iii. ensure that any Substitute who has access to and/or processes personal data is obliged to keep the personal data confidential;
  - iv. not transfer any personal data outside of the European Economic Area unless the prior written consent of Threshold has been obtained and the following conditions are fulfilled:
    - 1. Threshold or the Crew Member has provided appropriate safeguards in relation to the transfer;

2. the data subject has enforceable rights and effective legal remedies;
  3. the Crew Member complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
  4. the Crew Member complies with reasonable instructions notified to it in advance by Threshold with respect to the processing of the personal data;
- v. assist Threshold, at Threshold's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
  - vi. notify Threshold without undue delay on becoming aware of a personal data breach;
  - vii. at the written direction of Threshold, delete or return personal data and copies thereof to Threshold on termination of the agreement unless required by Applicable Law to store the personal data;
  - viii. maintain complete and accurate records and information to demonstrate its compliance with this clause 11 and immediately inform Threshold if, in the opinion of the Crew Member, an instruction infringes the Data Protection Legislation; and
  - ix. indemnify Threshold against any loss or damage suffered by Threshold in relation to any breach by the Crew Member of its obligations under this clause 11.
- f) Threshold does not consent to the Crew Member appointing third party processors of personal data under this agreement.
  - g) Either party may, at any time on not less than 30 days' notice, revise this clause 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

## **12. INTELLECTUAL PROPERTY**

- a) The Crew Member assigns to Threshold, with full title guarantee and free from all third-party rights, the Intellectual Property Rights and all other rights in the products of the Services.
- b) At its own expense, the Crew Member shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to this agreement, including securing for Threshold all right, title and interest in and to the Intellectual Property Rights and all other rights assigned to Threshold in accordance with clause 12 a).
- c) The Crew Member shall provide waivers of any moral rights in the products of the Services to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.

## **13. TERMINATION**

- a) Without affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party 4 weeks' written notice.
- b) Notwithstanding clause 13.a), Threshold may at any time terminate the Crew Member's engagement with immediate effect with no liability to make any further payment to the Crew Member (other than in respect of any accrued fees or expenses at the date of termination) if:

- i. The Crew Member or any Substitute commits any serious or repeated breach or non-observance of any of the provisions of this agreement or refuses or neglects to comply with any reasonable and lawful directions of Threshold;
  - ii. The Crew Member or any Substitute is, in the reasonable opinion of Threshold's board of directors, negligent or incompetent in the performance of the Services;
  - iii. The Crew Member or any Substitute is, in the reasonable opinion of Threshold's board of directors, physically or medically unfit to provide the Services;
  - iv. The Crew Member is declared bankrupt or makes any arrangement with or for the benefit of his creditors or has a county court administration order made against him under the County Court Act 1984;
  - v. The Crew Member or any Substitute commits any breach of Threshold's policies and procedures;
  - vi. The Crew Member or any Substitute commits any fraud or dishonesty or acts in any manner which in the opinion of Threshold's board of directors brings or is likely to bring the Crew Member or Threshold into disrepute or is materially adverse to the interests of Threshold; or
  - vii. The Event is cancelled due to weather conditions or an emergency situation.
- c) Where the Crew Member has been retained for a specific Threshold client assignment and the client terminates the assignment then Threshold shall have the right to terminate the Assignment with the same notice as given by the client to Threshold.
  - d) Any delay by Threshold in exercising its rights to terminate under this clause shall not constitute a waiver of those rights.

#### **14. OBLIGATIONS ON TERMINATION**

- a) The Crew Member shall and (where appropriate) shall procure that the Substitute return to the Managing Consultant on request and in any event on or before the termination of this agreement any property of Threshold (or its client) and any documents obtained by Crew Member in the course of providing the Services.
- b) The Crew Member shall and irretrievably delete any information relating to the business of Threshold (or its client) stored on any magnetic or optical disk or memory, and all matter derived from such sources which is in the Crew Member or any Substitute's possession or control outside the premises of Threshold.

#### **15. STAFF TRANSFER AND WORKING FOR THRESHOLD'S CLIENTS**

- a) It is a condition of acceptance of any Assignment that the Crew Member will not during the Assignment and for twelve months after the Assignment make or seek to make any offer of employment to any of Threshold's staff.
- b) If the Crew Member is carrying out an Assignment for a Threshold client then the Crew Member shall not and (where appropriate) shall procure that the Substitute shall not during and for twelve months after the Assignment:
  - i. Accept any offer of employment from the Threshold client; or
  - ii. Accept work directly for the Threshold client.

#### **16. STATUS**

- a) The relationship of the Crew Member to Threshold will be that of independent contractor and nothing in this agreement shall render it (nor any Substitute) an employee, worker, agent or partner of Threshold and

the Crew Member shall not hold itself out as such and (where appropriate) shall procure that the Substitute shall not hold themselves out as such.

- b) This agreement constitutes a contract for the provision of services and not a contract of employment and accordingly the Crew Member shall be fully responsible for and shall indemnify Threshold for and in respect of:
  - i. Any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with either the performance of the Services or any payment or benefit received by the Crew Member or any Substitute in respect of the Services, where such recovery is not prohibited by law. The Crew Member shall further indemnify Threshold against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by Threshold in connection with or in consequence of any such liability, deduction, contribution, assessment or claim; and
  - ii. Any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Crew Member or any Substitute against Threshold arising out of or in connection with the provision of the Services.
- c) Threshold may at its option satisfy such indemnity (in whole or in part) by way of deduction from any payments due to the Crew Member.
- d) The Crew Member warrants that it is not nor will it prior to the cessation of this agreement, become a managed service company, within the meaning of section 61B of the Income Tax (Earnings and Pensions) Act 2003.

#### **17. FORCE MAJEURE**

- a) If due performance of obligations related to an Assignment by either party is affected in whole or in part by reason of any event, omission, accident or other matter beyond the reasonable control of such party, such party shall give prompt notice thereof to the other party and shall be under no liability for any loss, damage, injury or expense (whether direct or consequential) suffered by the other party due to the affected performance. Such party shall use all reasonable efforts to avoid or overcome the causes affecting performance and shall fulfil all outstanding performance as soon as it becomes practical to do so.

#### **18. GOVERNING LAW AND JURISDICTION**

- a) These terms and conditions are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.