

## TERMS AND CONDITIONS

### BETWEEN:

- (1) K Walters Installations Limited (KWI)  
("The Contractor")

And

- (2) The Subcontractor



### 1. DEFINITIONS

1.1. In these terms and conditions ("Terms"), the following definitions shall apply:

"Jobs" means the provision of services to KWI in relation to a client function or event;

"Client" means the person, firm or company to whom KWI has agreed to provide services;

"KWI " means K Walters Installations Limited, a company incorporated in England and Wales with company number 09160744 whose registered office is at Beechwood Farm, Hodgetts Lane, Coventry, CV7 7DG.

### 2. TERMS

2.1. These Terms, together with any job texts or rates, shall constitute a binding agreement between you and KWI. These Terms (as may be amended from time to time) shall govern all jobs undertaken by you for KWI.

2.2. No variation or alteration of these Terms shall be valid unless agreed with KWI in writing.

### 3. BOOKED JOBS

3.1. KWI may from time to time notify you of a potential job. You will promptly notify KWI as to whether you wish to accept or decline your services to KWI for such jobs by quoting the job number in your response. KWI will confirm by sending you a confirmation message via (WhatsApp/email) and at the time of sending such message a binding agreement will be formed between us. You agree to competently and professionally complete the entirety of an accepted assignment before leaving site, with on-site approval on departure. Failure to do so will result in breach of this clause and subsequently affect payment of services.

3.2. Jobs are booked at a minimum of 6, 8, 10 or 12 hours. Overtime is applicable as per the rates card and requires the full hour to be completed before charging.

3.3. For the avoidance of doubt, KWI will not be under any obligation to offer you jobs.

3.4. Your participation in providing us with your up to date status / availability will allow us to get jobs booked in quicker and ultimately give you more opportunity for jobs.

### 4. YOUR STATUS

4.1 You agree to indemnify KWI and hold us harmless in respect of all losses, damages, liabilities, costs and expenses (including professional fees) incurred by KWI as a result of any action, demand or claim in respect of:

4.1.1. Any tax which may be found to be due from KWI on any payments or arrangements made under these Terms together with any interest, penalties or gross-up there on; and

4.1.2. Any employment-related claim or any claim based on worker status brought by you or any individual employed by you against KWI arising out of or in connection with the provision of services in respect of any Assignment.

### 5. CONDUCT

5.1. You shall, and shall procure:

- 5.1.1. Perform your obligations in relation to the job 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 job text;
- 5.1.2. Cooperate with the Client's and KWI's staff in relation to the job and comply with all reasonable directions from KWI;
- 5.1.3. Comply with all applicable laws in force from time to time;
- 5.1.4. Observe any relevant rules and regulations of the Client's establishment or any other venue where the 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 job text;
- 5.1.6. Not engage in any conduct which is likely to bring KWI or the Client into disrepute or which is likely to result in the loss of custom or business by KWI or the Client, including without limitation smoking or being under the influence of alcohol or other non-prescription drugs whilst at a Client's premises, eating guests' food or eating and drinking when front of house; and
- 5.1.7. Not contact the Client without the specific prior agreement of KWI.
- 5.1.8. Please refer to the Conduct at Work policy which can be obtained from KWI office.

5.2. KWI reserves the right to send you home and to cancel the relevant job where either you are in breach of the standards of behaviour required in clause 5.1 above.

5.3. If you are unable for any reason to attend work during the course of your work for KWI, you should inform KWI immediately. You may provide a suitable substitute, subject to KWI's prior written approval.

5.4. KWI does not tolerate any lateness. We encourage you to arrive on site at least 10 minutes prior to your start time. If you are running late, you are to phone the job boss / site contact and inform the KWI office of your ETA. You will also need to adjust your invoice accordingly.

## **6. TOOLING**

6.1. In order for you to do your job, you are required to have basic hand tools. KWI are not obliged to replace or provide your tool kit in the event of loss or theft on site. This is your responsibility as a subcontractor. KWI encourages all subcontractors to have insurance to cover your own tool kit.

## **7. PAYMENT**

7.1. KWI will pay you the fees for each job as set out in the relevant rates card.

7.2. All fees are exclusive of VAT unless otherwise stated.

7.3. Unless otherwise agreed in a job text

7.3.1. KWI shall pay the fees for a job within 30 days of receipt of a valid and undisputed invoice from you; and

7.3.2. You shall not provide KWI with an invoice for your work on a job until you have completed all work in relation to it in accordance with the job text. Should you fail to fulfil the entirety of the booking then we are not obligated to pay you for the hours completed. Unless you can provide evidence of mitigating circumstances.

7.4. KWI shall not be obliged to reimburse you for any expenses (including travel expenses) incurred by you in respect of a job unless such expenses are (a) listed in the relevant job text, or (b) explicitly agreed with KWI in advance in writing.

7.5. Invoices need to be sent to the KWI Accounts department within 48 hours of job completion. Each invoice needs to hold a job reference number and to include all agreed expenses i.e. mileage, PD'S, job boss, overtime per project as a flat rate.

7.6. Expenses can only be reimbursed once a valid receipt is received.

## **8. CONFIDENTIALITY**

8.1. "Confidential Information" means all information concerning the business transactions, affairs, publications, products or services of KWI or a Client, or any information relating to a job, 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):

- 8.1.1. Details of KWI '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 and/or any individual point of contact;
- 8.1.2. Any preferential terms of business and contracts negotiated or being negotiated between KWI and any actual or potential clients;
- 8.1.3. Proposals and tenders made by KWI to clients for proposed contracts or business;
- 8.1.4. Details of KWI's business strategies, plans or opportunities;
- 8.1.5. The employment details of any director, employee, freelancer, worker engaged as independent contractor, servant or agent of KWI (such as pay & benefits, career history with KWI or a previous employer, or discipline and attendance records);
- 8.1.6. KWI's marketing strategies for its existing products or services or any new products or services;
- 8.1.7. KWI's opportunities for carrying out business with actual or potential clients;
- 8.1.8. The requirements of any actual or potential client for KWI's products or services;
- 8.1.9. KWI's business activities and any unpublished financial data or figures relating to KWI's business;
- 8.1.10. Project files - details and dates of any projects;
- 8.1.11. Budgetary details of projects;
- 8.1.12. Designs of any nature, including designs of printed material;
- 8.1.13. Photographs (including negatives) of any project and/or live events including individual elements including Client materials or displays;
- 8.1.14. Letters and correspondence including faxes and email either received or sent by KWI;
- 8.1.15. Details of suppliers used by KWI (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;
- 8.1.16. Computer programs or records;
- 8.1.17. Information relating to research, development or design of any products or services, or proposed products or services of KWI; and
- 8.1.18. Information belonging to any actual or potential client of KWI which shall have been imparted in or entrusted to KWI in circumstances of confidence or disclosed to KWI pursuant to a written agreement containing restrictions on KWI's disclosure of such trade secrets or confidential information and which you shall have received or obtained at any time during your engagement by KWI.

8.2. 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:

- 8.2.1. For the purposes of complying with your obligations under these Terms;
  - 8.2.2. As required by law or any government authority; or
  - 8.2.3. With KWI's prior written consent.

8.3. Without limitation to the above, you shall not disclose any images or information relating to any Client, job or KWI to the press, on the internet or any social media or in any other way that may be accessed by those other than KWI staff.

## **9. KWI PROPERTY AND MATERIALS**

9.1. You shall not remove any of KWI's property or materials from KWI or a Client's premises without the prior consent of a director of KWI.

9.2. On completion of any Assignment or on request from KWI, you shall deliver forthwith all property of KWI then in your possession, custody, power or control.

## **10. FINANCIAL RISK**

10.1. KWI shall be entitled to withhold and/or deduct any monies due on a job with the subcontractor by way of a set off against monies owed by the subcontractor to KWI.

## **11. INSURANCE AND LIABILITY**

11.1. You acknowledge that neither you will be covered by any insurance policies KWI has in place for the protection of KWI.

11.2. You warrant and represent that you have in place appropriate insurance provision for the work you will be undertaking on behalf of KWI, and if required by KWI shall provide evidence of the same, to include as a minimum:

### **11.2.1. Professional Indemnity insurance;**

One of the most important types of insurance that freelancers will need is professional indemnity insurance. This insurance will protect you, should anyone sue you because they had to face a financial loss due to your service/advice. The costs of this can be huge, you could be sued for hundreds of thousands. Also keep in mind that you will lose money from not doing your actual work, while you are defending yourself against any allegations. Some professional bodies may require anyone working in that profession to have a professional indemnity insurance policy, and some clients also stipulate that a policy must be in place for them to work with you.

### **11.2.2. Public Liability insurance with cover of £5,000,000;**

Public liability insurance is a type of business insurance that protects you if you are being sued by a customer or client who is hurt or has an accident. For example, if a member of the public sustained an injury because the stand you built fell on them or you cause damage to a third-party property or there were not proper safety measures put in place, public liability insurance will cover you for that. Public liability insurance can cover legal costs as well as the compensation you will have to pay out to your client. You will need to consider whether this insurance is relevant to you, but also make sure you understand the consequences if you decide not to go for this insurance.

### **11.2.3. Insurance in respect of loss or damage to your equipment.**

As a freelancer we would highly recommend having insurance as this would cover you for any eventuality. Additionally, some of our clients stipulate that freelancers have insurance and are within their rights to request proof.

11.3 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 a job.

11.4. You will indemnify KWI and hold us harmless in respect of any costs, expenses, damages and losses (including professional fees) awarded against or incurred or paid by KWI as a result of or in connection with any claim brought against KWI due to any 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.

## **12. DATA PROTECTION**

12.1. KWI will record, keep and process your personal data (or where you are a company, the personal data of your employees) such as name, address, email address, telephone number,

photographic ID in order to maintain records relating to your contract, payment, health & safety and security and also to keep you updated on possible future assignments. We will comply with all applicable requirements of current data protection legislation including the Data Protection Act 1998 and the General Data Protection Regulation ((EU) 2016/679) ("GDPR") in force from time to time.

### **13. HEALTH AND SAFETY**

13.1. You shall:

13.1.1. Take all reasonable steps to safeguard your safety and the safety of any other person who may be present or affected by your actions on the job;

13.1.2. Comply at all times with KWI's Health and Safety Policy, as updated or amended from time to time, together with any Client health and safety policy notified to you.

13.1.3. 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.

### **14. NON-SOLICITATION**

14.1. 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 of KWI or of a Client with whom you have had material dealings during the course of your work for KWI 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.

### **15. TERMINATION**

15.1. KWI may cancel a job at any time by notifying you and without liability, if:

15.1.1. The relevant event is cancelled by KWI for reasons beyond its control or by the Client;

15.1.2. If the services are cancelled, payment of fees will only be made for the services completed satisfactorily up to the point of cancellation.

15.1.3. If KWI cancel a job within 24 hours of the start time, KWI are liable to pay the full fee agreed as if the job were to go ahead.

### **16. GENERAL**

16.1. If any dispute arises out of or in connection with this Agreement, you and KWI 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.

16.4. Our agreement(s) with you are governed by the law of England & Wales and (subject to clause 16.3) you agree to the exclusive jurisdiction of the English courts.

**Subcontractors must comply with the following:**

### **General**

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, and others, are not harmed by these activities.

Assess the risks associated with their activities and develop safe systems of work.

Report to the KWI Project Manager/Job boss any shortcomings in health and safety arrangements that they become aware of, either at KWI, or at the event venue. This includes any unsafe activities being undertaken by other Freelancers/Subcontractors.

### **Competence**

KWI 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, KWI 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 (hard hat, steel capped boots, hiVis) for the risk(s) being protected against and correct company branded uniform unless otherwise agreed.

Report any accident or near miss, however trivial, to the KWI Project Manager/Job boss. 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 KWI.

### **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 KWI when working with KWI at a specific event. They are expected to present a professional image at all times and always with due care and consideration for KWI employees and clients/members of the public.

**By accepting a job from K Walters Installations Ltd you confirm that you have read and understood the Subcontractor Terms & Conditions, the privacy policy and Health & Safety policy from the following link ([www.kwaltersinstallations.co.uk/SubcontractorTerms](http://www.kwaltersinstallations.co.uk/SubcontractorTerms)) and that you agree to be bound by and comply with them at all time.**

## HEALTH & SAFETY POLICY STATEMENT

The Health and Safety at Work etc Act 1974 imposes a statutory duty on K Walters Installations Limited to ensure, in so far as is reasonably practicable, the health, safety and welfare of its employees whilst at work and others who may be affected by that work. Our employees also have a duty to take care of themselves and others that may be affected by their acts or omissions.

To enable these duties to be carried out, it is our intent to ensure that responsibilities for health and safety matters are effectively assigned, accepted and fulfilled within the Company.

Therefore K Walters Installations Limited will, in so far as is reasonably practicable, ensure that:

1. Adequate resources, both financial and otherwise, are assigned to ensure the proper provision for health and safety at work.
2. Risk assessments are carried out and periodically reviewed.
3. Systems of work that are safe and without risks to health are established and followed.
4. Arrangements are made and complied with for the safe use, handling, storage and transport of articles and substances for use at work.
5. Employees are provided with such information, instruction, training and supervision as is necessary to secure their safety and health at work and the safety of others who may be affected by their actions. Training will include induction, work practices, plant and equipment training as necessary and any required to meet current legislation as it applies to our undertaking.
6. Where appropriate health surveillance will be provided for employees.
7. Plant and work equipment is provided and maintained in a safe condition and without risks to health.
8. Employees' working environment is safe and without risks to health and adequate arrangements is made for their welfare whilst at work.
9. Employees' place of work is safe and provided with adequate means of access and egress.
10. Investigate and record all accidents/incidents occurring at work and take reasonable action to prevent a recurrence. To keep regular statistics of all accidents/incidents and review areas where safety is possibly lacking.
11. Monitoring via inspections and audits are undertaken to maintain agreed standards.
12. Arrangements are in place for effective employee consultation regarding health, safety and welfare matters.
13. K. Walters Installations Limited employs a competent external safety advisor (Neil Walters) to assist in applying the provisions of Health and Safety legislation.
14. The Health & Safety policy and procedures shall be reviewed at least annually in order to reflect any change in legislation or working practices and amended accordingly.

In addition to the above, K Walters Installations Limited shall;

1. Make the contents of this policy statement available to all employees and contractors via tool box talks.
2. Display policy document on safety notice board and included in company safety manual
3. Make safety policy document available to clients upon request,