

THE ROYAL OPERA HOUSE

STANDARD TERMS FOR SELF-EMPLOYED CONTRACTORS (APRIL 2012)

1. These Standard Terms for Self-Employed Contractors apply whenever a self employed contractor is engaged by the Royal Opera House. By signing the attached engagement letter you confirm that you have read, understand and accept these terms. These terms will apply to every future assignment on which you are engaged by the Royal Opera House, unless we change these standard terms, in which case the updated terms will be provided to you in advance of your accepting a new assignment. For each new assignment we will issue you with an engagement letter which will set out any terms specific to that particular assignment. Future assignments will be subject to these or our then current standard terms.
2. **SERVICES**
 - 2.1 We are engaging you, and you agree to be engaged as, a self employed contractor. This engagement in no way implies the relationship of employer and employee.
 - 2.2 The services to be provided are set out in the engagement letter and in any Schedule of Services to the engagement letter.
 - 2.3 From time to time we may offer you particular assignments. We are not under an obligation to engage you and you are not under any obligation to accept any assignments offered.
 - 2.4 The location from which you will be providing your services will vary depending on the nature of the assignment and this is specified in the engagement letter.
 - 2.5 When you are not providing services to us, you are free to provide services to third parties, provided that you comply with clause 5 below.
 - 2.6 As you are in business on your own account, you are responsible for ensuring that you have all proper insurances enabling you to render your services to us and to enable you to indemnify us and any of our employees, workers, or other third parties engaged by us. In particular you must have appropriate professional indemnity, public liability, product liability and employer's liability insurance to cover your equipment and premises and any liability arising from your negligence or defects in your work or that of your employees or subcontractors.
 - 2.7 Except as set out in the engagement letter, you are responsible for provision at your own expense of any tools, materials, premises or vehicles in relation provision of the services.
3. **PROVISION OF SERVICES**
 - 3.1 The way you provide your services shall be defined by you and we will rely on your expertise, but we would ask that you liaise with the Engagement Manager named in the engagement letter and keep him/her informed of your progress on the services you are undertaking for the Royal Opera House.
 - 3.2 You will adopt safe methods of work and will comply with all policies and guidelines which your Engagement Manager informs you are relevant to your services. Whilst you are rendering services at the Royal Opera House's premises it is important that you adhere to our policies and guidelines regarding health and safety at work which are available from your Engagement Manager.
4. **FEES**
 - 4.1 The fee for the services is specified in the engagement letter. You may invoice the fee following completion and acceptance of the service by the Engagement Manager. We will pay the invoice within 30 days of receipt by BACS payment. If you are VAT registered, you must show any VAT separately on the face of the invoice.
 - 4.2 As you are in business on your own account, we will not provide you with any benefits applicable to employees of the Royal Opera House. If you are unable to provide the services for any reason, you will not be entitled to receive any fee in respect of the period of unavailability of the service.
 - 4.3 If, as part of any assignment, it is agreed that you will be able to submit expenses, these must be agreed in advance in writing by your Engagement Manager and must be out of pocket expenses properly incurred by you in carrying out your services and supported by evidence in the form of valid receipts and vouchers.
5. **CONFIDENTIALITY**
 - 5.1 In providing your services you will have access to and become aware of information which is confidential to us. You agree that, except in the proper performance of your services, or with our written agreement, you will not make use of, or divulge to any person, any of our trade secrets or confidential information, which you may have received or obtained while engaged by us. This restriction will continue to apply after you have stopped providing your services, unless the information is required to be disclosed by law, or by a competent court or tribunal, or the information has come into the public domain other than by your disclosure.
 - 5.2 Confidential information is all information which we identify or treat as confidential or which, by reason of its character or the manner of its disclosure, is evidently confidential and includes:
 - (a) information regarding the terms on which individuals are employed or engaged by us and details of the terms on which the contracts of any such individuals are terminated;
 - (b) our marketing and business plans;
 - (c) details of planned, future performances and programmes of the Royal Opera House;
 - (d) details of our budgets, management accounts, bank accounts, ticket sales, subsidies and grants, and other confidential financial information;
 - (e) information which we are bound by an obligation of confidence owed to a third party;
 - (f) details of litigation involving us whether proposed, in progress or settled and disputes within the Royal Opera House.
 - 5.3 You will not publish or cause or encourage to be published in any medium whatsoever (and in particular to the press or broadcast media) any statements concerning our business or affairs, or those of any of our officers, trustees, employees or contractors, without the written permission of the ROH Director of Press. Any queries you receive from the press or

broadcast media should be referred to our press office.

6. WORK PRODUCT AND RETURN OF PROPERTY

- 6.1 You agree to disclose and provide to us all Work Product fully and promptly.
- 6.2 You hereby assign to us with full title guarantee the entire existing and future Intellectual Property Rights in the Work Product, in perpetuity, throughout the world, for any and all purposes, and in any and all media and methods of transmission now known or hereafter devised.
- 6.3 You, your heirs, successors and personal representatives irrevocably and unconditionally waive any moral rights you may have in the Work Product by virtue of Sections 77 to 85 inclusive of the Copyright, Designs and Patents Act 1988.
- 6.4 You agree:
- (a) that you will not knowingly do or omit to do anything which may imperil the Intellectual Property Rights in the Work Product, and any application to register the same;
 - (b) in the event that a third party claims that the Intellectual Property Rights infringe such party's rights, not to make any admission or prejudicial statement unless compelled to do so by law;
- 6.5 You agree at our request and expense, to execute such further documents or deeds and do all things necessary or reasonably required to confirm and substantiate and perfect the assignment of Intellectual Property Rights in the Work Product despite termination of this Agreement for any reason.
- 6.6 You agree that at the termination of every assignment, or earlier if we request, you will immediately deliver up to us all keys, security and stage passes, tools, props, supplies or equipment, documents, computer disks, CDs, videos, DVDs, software and all other property of whatever nature which is in your possession or control and which belongs to us or relates to our business affairs. You also agree that you will not keep any such property or copies thereof without our written permission.

7. MEDIA

- 7.1 As part of its normal business activities, ROH may make photographs, audio only or audio-visual recordings (the "Recordings"). You consent to ROH including you in such Recordings (to include direct recordings of you in the course of performing your services under this Agreement, incidental recordings of you whilst on the Royal Opera House's premises and recordings of any interviews or contributions to recordings made by you). You also give all necessary consents to enable ROH to use such photographs and/or audio only or audio-visual footage in the Recordings, in any media now known or hereinafter devised, worldwide. For the avoidance of doubt, such Recordings shall be wholly owned by ROH and your fee shall include any so called 'equitable remuneration' due or becoming due to you under any applicable legislation worldwide now or hereafter known, including without limitation any 'rental rights' in respect of the Recordings.

8. PERIOD OF AGREEMENT AND TERMINATION

- 8.1 This Agreement will terminate as stated on the engagement letter or at any time on 5 days written notice by either party.
- 8.2 We may terminate this Agreement with immediate effect and bring to an immediate end any assignment on which you are working, without payment of damages if you:
- (a) fail to provide the services to the agreed standard/or to the satisfaction of the Engagement Manager;
 - (b) breach a fundamental term of this Agreement; or
 - (c) breach any other term of this Agreement and fail to remedy the breach within 7 days of being called upon to do so;
 - (d) fail to provide the services with due regard to the dignity of other staff at work and the ROH Equalities policy;
 - (e) commit any unlawful act;
 - (f) carry out any theft, fraud, violence, abusive behaviour, misuse of our computer or IT systems, unlawful disclosure of our confidential information or misuse of our Intellectual Property Rights ;
 - (g) become bankrupt or make any composition or enter into any deed of arrangement with your creditors; or
 - (h) become of unsound mind or become a patient under mental health legislation.
- 8.3 In the event that the services cannot be performed for any reason beyond the reasonable control of either party, including injury to you, industrial action, floods, power failures, or acts of God, then such non-performance or failure to fulfil or enable the services shall be deemed not to be a breach of this Agreement. In the event that the services cannot be performed or enabled for any reason beyond the reasonable control of the defaulting party for a continuous period of two weeks then the other party may, at its discretion, terminate this Agreement by notice in writing at the end of that period.

9. STATUS

- 9.1 You confirm that for the purposes of this Agreement and your assignment, you shall comply with all applicable laws and have obtained all necessary consents to work in the UK. You agree, upon request, to provide ROH with any documentation required to confirm your right to work in the UK. You agree to indemnify us for any civil penalty imposed on us under the Immigration, Asylum and Nationality Act 2006 as a result of you not being able to evidence your right to work in the UK.
- 9.2 You are in business on your own account rendering services to us. You are therefore responsible for the payment of all national insurance contributions as a self-employed person and for any income tax and any VAT liability arising in relation to your fees under this Agreement. You are not entitled to claim payments for statutory holiday pay under the Working Time Regulations nor pension contributions under Pensions Act Auto Enrolment provisions nor any other benefit or provision which would apply to a person engaged by the Royal Opera House as a worker or employee.
- 9.3 You agree to indemnify us immediately upon demand, against any tax, employee national insurance contributions, penalties or interest which become payable by us in relation to the provision of your services under this Agreement.
- 9.4 We treat very seriously our duties under Data Protection legislation towards all those who work for, or render services to us. This means we have to put restrictions on your accessing and disclosing personal data of our staff and contractors. You may therefore only access information on and in our IT and filing systems relevant to the services you are rendering. In addition, where this involves you accessing the personal data of others, you must not reveal or pass this information to anyone else unless you have obtained the written permission of the Engagement Manager. In all cases, you should adhere to the ROH Data Protection policy, a copy of which shall be provided to you upon request.

- 9.5 In order to keep and maintain records relating to your engagement under this Agreement, it may be necessary for us to record, keep and process personal data relating to you both on computer and in hard copy form. To the extent that it is reasonably necessary in connection with the services to be provided by you, this data may be disclosed to others, including employees of ours, our professional advisers, HMRC or any other taxation authority, the police and other regulatory authorities. You hereby consent to the recording, processing, use and disclosure by us of personal data relating to you as set out above (which may include your sensitive personal data to the extent required by reason of your engagement or by law).
- 9.6 ROH expressly prohibits payment or receipt of bribes and adopts a zero tolerance approach to any form of corruption. You represent and warrant that you have complied and shall comply with all anti-bribery, anti-corruption or similar laws applicable to either/any party. ROH shall have the right to terminate this Agreement and/or suspend payment with immediate effect if ROH reasonably believes in good faith that any requirement of this clause has not been complied with or fulfilled by you
10. **VARIATIONS**
- 10.1 No variation to this Agreement shall be valid unless made in writing and signed by the Engagement Manager on our behalf.
11. **ENTIRE AGREEMENT**
- 11.1 The engagement letter, the Schedule for Services, and these Standard Terms for Self-Employed Contractors shall constitute the entire agreement ("**Agreement**") for services. If there is any conflict between the terms of the engagement letter, the Schedule for Services, and these Standard Terms for Self-Employed Contractors, these Standard Terms for Self-Employed Contractors shall take precedence. This Agreement is in substitution for any previous contract between you and us, which shall be deemed to have been terminated by mutual consent and without giving rise to claims against us. You hereby acknowledge that there are no agreements or arrangements, whether written, oral or implied, between us and you relating to your engagement by us, other than the terms expressly set out in this Agreement and any subsequent engagement letters. You also confirm that you are not entering into this Agreement in reliance on any representation which is not set out in this Agreement.
12. **NOTICES**
- 12.1 All notices required to be given under this Agreement must be in writing. Notice will be deemed to have been served on you if delivered to you personally or posted to your last notified address. Service on us should be to our registered office marked for the attention of the Engagement Manager. Service will be deemed to be effective in the case of personal service on the day service was effected and in the case of postage, two days after posting.
13. **NO AUTHORITY**
- 13.1 You shall have no authority (and shall not hold yourself out as having authority) to bind ROH, unless ROH has specifically permitted this in writing in advance.
14. **SUBSTITUTION**
- 14.1 If for any reason, due to unavailability of the service, you wish to make other arrangements through subcontracting or substitution to ensure continuity of the service, you must notify your Engagement Manager in writing of the proposed arrangement.
15. **JURISDICTION**
- 15.1 The Agreement shall be governed by and construed in accordance with the laws of England, whose courts shall have exclusive jurisdiction over any dispute or claim arising out of this engagement except that nothing in this Agreement shall prevent us seeking injunctive or equivalent relief in any relevant jurisdiction.
16. **INTERPRETATION**
- 16.1 Any reference in this Agreement to:
- (a) "**Intellectual Property Rights**" means rights in trade marks, service marks, trade and business names, domain names, design rights, registered designs, patents, copyrights, database rights, topography rights and rights in know-how, trade secrets and inventions and other intellectual property rights in each case whether registered or unregistered, and including applications for the grant of any of the foregoing and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world;
 - (b) "**Engagement Manager**" means the ROH Manager responsible for this engagement named on the engagement letter;
 - (c) "**Us**" or "**We**" or "**Royal Opera House**" or "**ROH**" are references to Royal Opera House Covent Garden Limited.
 - (d) "**Work Product**" means (without limitation) inventions, improvements, designs, formulae, processes, manufacturing techniques, models, prototypes, ideas, all types of work protected by copyright, and any other type of work or items, in whatever format, whether or not documented, produced by you alone or in collaboration with others, under this Agreement.
 - (e) "**You**" means the self employed contractor identified in the engagement letter.