



Terms & Conditions

These terms & conditions are applicable to:
Freelancers, Contractors, and Individuals
who are providing Goods and / or Services to 11th Hour Events Ltd

Terms & Conditions For Supplying To 11th Hour Events Ltd (The Company)

The following terms and conditions apply to any works, goods or services bought for the 11th Hour Events through an electronic, written or verbal purchase order. These terms and conditions may only be varied by amendments agreed in writing by 11th Hour Events Ltd or stated on the purchase order; these are the only amendments the 11th Hour Events Ltd (The Company) will accept.

1. Formation of Contract

- 1.1 No addition, alteration or substitution of these Conditions will 11th Hour Events Ltd or form part of any contract unless a person authorised to sign on 11th Hour Events Ltd behalf expressly accepts them in writing.
- 1.2 Nothing in these Conditions shall prejudice any condition or warranty expressed or implied, or any legal remedy to which 11th Hour Events Ltd may be entitled, in relation to the work(s), service(s) and or supply(s) (work/service/supply) which are the subject of this order, by virtue of any statute or custom or any general law or local law or regulation.
- 1.3 The law of England & Wales shall govern the construction validity and performance of these terms and conditions attached to this purchase order.

2. Delivery Documentation (Goods, Works & Services)

- 2.1 In regard to the performance of this order by the provider, time is of the essence. The work/service/supply shall be delivered on the date(s) and time(s) and at the place or places stated in the Order Confirmation or its attachments. The delivery of goods shall be accompanied by a delivery note or similar document approved by 11th Hour Events Ltd which shall become the property of 11th Hour Events Ltd. For delivery of services, works and 'hired in' equipment this should be accompanied by other documents including, but not limited to such documents as: Temporary Electrical Installation Certificates, Temporary Structural Certificates (Marquees & Stage Structures), LOLER Certificates, MSDS Reports, for example.
- 2.2 Unless otherwise stated by 11th Hour Events Ltd delivery must take place on a working day and during normal working hours.

3. Specifications, Quality Tests, Rejection

- 3.1 The work/service/supply must conform in all respects with any drawings, technical specifications and other requirements or descriptions as stated in the Order or its attachments, or in the event of changes - whilst works or services are being carried out. The work/service/supply must be free from defects and of sound materials, workmanship and (where the provider is responsible for this) design. 11th Hour Events Ltd reserves the right to reject any work/service/supply if it feels that it is of a sub standard, poor quality or fails to comply with prevailing Standards and Legislation.
- 3.1.1 Where an appropriate British Standard or EEC equivalent is current at the date of this order the quality of the work/service and/or supply shall not be less than that Standard.
- 3.2 All of the work/service/supply must be deemed fit for purpose, of satisfactory quality and made in compliance with any relevant statutory provision. 11th Hour Events Ltd shall be entitled to reject any work/service/supply which do not conform to contract if by the nature and quality of the work/service/supply, any defects therein or any failure thereof to conform as aforesaid does not or would not become apparent (despite the carrying out of any examination and/or such tests) until after use, 11th Hour Events Ltd may exercise its right to reject the same after it has reasonably been brought to 11th Hour Events Ltd's attention. It is agreed that 11th Hour Events Ltd may exercise the aforesaid rights of rejection notwithstanding any provision contained in Section 11 or 35 of the Sale of Goods Act 1979.
- 3.3 Any work/service/supply/goods rejected under Condition 3.2 must at 11th Hour Events Ltd's request be replaced at the provider's expense. Alternatively 11th Hour Events Ltd may elect to cancel this order as provided in condition 7 both in respect of the service/supply and of the whole of the undelivered balance (if any) of the work/service/supply covered by this order. All rejected supplies will be returned to the provider at the provider's expense. 11th Hour Events Ltd also reserve the right to claim for consequential losses as a result of rejection or dissatisfaction of the work/service/supply/goods provided to 11th Hour Events Ltd.
- 3.4 11th Hour Events Ltd's signature, given on any delivery note or other documentation presented by the provider for signature in connection with delivery of any supply, is evidence only of packages received / delivered, or services delivered / completed etc.. It is not evidence that the correct quantity or number of supply items have been delivered or that the supplies of work/services/supplies delivered are in good condition or of the correct quality, or of the quality and standard expected by 11th Hour Events Ltd.
- 3.5 The provider will ensure that in all respects the service/supply comply with all requirements of any statute, statutory rule or order, or other instrument having the force of law, which may be in force when the work/service/supply are delivered.

4. Property and Risk

Property and risk in the service/supply shall pass to us when they are delivered in accordance with Condition 2. Such passing of property and risk shall be without prejudice to any right of rejection arising under these Conditions. In particular (but without prejudice to the generality of the foregoing) under Conditions 3.1 to 3.5 above.

5. Price and Payment

5.1 11th Hour Events Ltd shall be entitled to withhold payment against any invoice which is not submitted in accordance with these Conditions or which covers or relates to any work/service/supply, which is not in accordance with these conditions.

5.2 11th Hour Events Ltd will make no payment until a priced invoice has been submitted to the 11th Hour Events Ltd Accounts Payable Department or the department, which originated this order, following delivery in accordance with these Conditions. Payment shall be due within 30 days of the receipt by 11th Hour Events Ltd of a properly submitted invoice provided that any payment by 11th Hour Events Ltd shall not imply acceptance of the work/service/supply.

5.3 Any variation in the price specified must be approved by 11th Hour Events Ltd before delivery of the work/service/supply.

5.4 Payments made to the contracted supplier in advance of any works/goods/services/supply are subjected to the supplier's delivery and in accordance to Condition 2 & 3. Where the supplier fails to deliver works/goods/services/supply that conform to conditions 2 & 3 11th Hour Events Ltd reserve the right to seek reimbursement and or consequential losses arising from the supplier providing poor quality of works/goods/services/supply, or failure to provide in full as contracted.

5.5 11th Hour Events Ltd do not accept factored invoices. Only invoices received from and payable directly to the provider shall be accepted.

6. Indemnities, Third Party Liabilities

6.1 The provider shall indemnify 11th Hour Events Ltd against all loss actions, costs claims, demands, expenses and any liabilities whatsoever which 11th Hour Events Ltd may incur either at common law or by statute in respect of personal injury to or death of any person or in respect of any loss or destruction of or damage to property (other than as a result of 11th Hour Events Ltd's default or neglect) which shall have occurred in connection with any work executed by the provider in connection with this order or shall be alleged to be attributable to some defect or deficiency in the work/service/supply.

6.2 Whilst any of the provider's personnel are on 11th Hour Events Ltd premises or site of work they shall be required to abide by the safety rules and other relevant regulations laid down by 11th Hour Events Ltd from time to time. This order is given on the condition that (without prejudice to the generality of Condition 6.1) the provider will indemnify 11th Hour Events Ltd against all loss actions, costs claims, demands, expenses and any liabilities whatsoever 11th Hour Events Ltd may incur either at common law or by statute in respect of personal injury to or death of any person while on 11th Hour Events Ltd's premises or site of work whether or not such persons are (at the time when such personal injury or deaths are caused) acting in the course of their employment.

6.3 The provider will indemnify 11th Hour Events Ltd against any and all loss actions, costs claims, demands, expenses and any liabilities whatsoever caused to 11th Hour Events Ltd whether directly, or as a result of the action claim or demand of any third party, by reason of any breach by the supplier of these Conditions or of any terms or obligations on the providers part implied by the Sale of Goods Act 1979, by the Supply of Goods and Services Act 1982 or by any other statute or statutory provision relevant to this order or to the work/service/supply covered thereby. This indemnity shall not be prejudiced or waived by any exercise of 11th Hour Events Ltd's rights under Condition 3.3.

6.4 Whenever any sum of money is recoverable from or payable by the provider to 11th Hour Events Ltd as a result of the operation of any of these Conditions or any breach by the provider of same, such sum may be deducted by 11th Hour Events Ltd from any sum then due or which at any time thereafter may become due to the provider under any other order or transaction placed or entered into by 11th Hour Events Ltd with the provider.

6.5 The Provider will indemnify 11th Hour Events Ltd against any and all loss actions, costs claims, demands, expenses and any liabilities whatsoever which may arise from the provision, transfer or cessation of any of the work or services provided under or ancillary to this agreement in so far as it is determined by a Tribunal or Court of relevant competence, that the Transfer of Undertakings (Protection of Employment) Regulations 2006 apply to any such provision, transfer or cessation of any of the work or services.

7. Cancellation

7.1 11th Hour Events Ltd reserve the right to cancel the whole or any part of the order or any consignment on the account thereof.

7.2 If the same is not completed in all respects in accordance with the instructions and specifications stated in the order and with these Conditions, in particular (but without prejudice to the generality of the foregoing) with Conditions 2, 3.1 and 3.5 compliance with which by the provider is of the essence;

7.3 If 11th Hour Events Ltd find that the provider has offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or having done or forborne to do any action in relating to the obtaining or execution of this contract or any other contract with 11th Hour Events Ltd, or for showing or forbearing to show favour or disfavour to any person in relation to this contract or any other contract with 11th Hour Events Ltd, or if the like acts shall have been done by any person employed by the provider or acting on the providers behalf (whether with or without the providers knowledge), or if in relation to any contract with the provider or any person before referred to shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916 or shall have given any fee or reward the receipt of which is an offence under The Local Government Act 1972;

7.4 If a Receiving Order is made against the provider or if the provider becomes bankrupt or insolvent or compound with or assign in favour of creditors or (being an incorporated company) shall resolve to wind up or be ordered to be wound up or carry on business under a Receiver.

7.5 In the event of 11th Hour Events Ltd cancelling this order as to all or any work/service/ supply covered thereby 11th Hour Events Ltd shall be entitled to purchase from a third party a like quantity of service/supply of similar description and quality, or a reasonable alternative thereto, bearing in mind 11th Hour Events Ltd's need to take delivery of the work/service/supply by the date specified, and in that event the provider shall be liable to reimburse to 11th Hour Events Ltd on demand all expenditure whatsoever incurred by 11th Hour Events Ltd in connection with 11th Hour Events Ltd's said cancellation, including any increase in the price of the work/service/supply/goods.

8. Health and Safety Risks / Hazardous Work/Service/Supply

8.1 The provider shall be responsible for the observance of any duties and/or other requirements set out in any Health and Safety Legislation and ensure the completion of any necessary risk assessment, or plan or similar documents necessary. Copies of any such documentation shall be provided to the member of staff authorising this order.

8.2 The provider shall observe the requirements of UK legislation and any relevant international agreements relating to the packing labelling and carriage of hazardous materials. All information held by or reasonably available to the provider regarding any potential hazards known or believed to exist in the transport handling or use of the supply supplied shall be promptly communicated to 11th Hour Events Ltd prior to delivery.

8.3 The provider shall ensure that all staff engaged by them work within all current Health & Safety legislations, rules and regulations. PPE must be provided to such staff by the provider.

8.4 11th Hour Events Ltd reserve the right to terminate the contract / order when the provider, or any servants thereof, are in breach of prevailing Health and Safety legislations, rules, regulations and 3.1.1 of these conditions. Consequential loss shall be claimed for against the provider for the failing to adhere Condition 3 & 8.

9. Notices

- 9.1 Any notice or other communication required to be given or sent to 11th Hour Events Ltd or to the provider under these Conditions shall be sufficiently given or sent by prepaid first class recorded delivery post, or via email to 11th Hour Events Ltd addressed to the Accounts Department. Address stated below or to the provider at the last known place of business or in the case of a company the registered office.
11th Hour Events Ltd
Units G6-7, Southpoint Business Park
Foreshore Road
Cardiff
CF10 4SP

10. ASSIGNMENT AND SUB CONTRACTING

- 10.1 The Provider shall not assign, sub-let or purport to assign or sub-let the whole or part of this Contract to any person whatsoever without the written agreement of 11th Hour Events Ltd. Assigned invoicing and assigned financing are not acknowledged or accepted by 11th Hour Events Ltd

11. AGENCY

- 11.1 Neither the Provider nor any of his employees or subcontractors are, and in no circumstances shall purport to be, the servants or agents of 11th Hour Events Ltd.
11.2 Neither the Provider nor his employees or subcontractors are, and in no circumstances shall purport to be, authorised to enter into any Contract or Agreement on behalf of 11th Hour Events Ltd or in any way bind 11th Hour Events Ltd to the performance variation release or discharge of any obligation.
11.3 Neither the Provider nor his employees have, and in no circumstances shall purport to possess, the power to make, vary, discharge or waive any bylaws or regulation of any kind.

12. SEVERANCE

- 12.1 If any provision of the Contract shall become or shall be declared by any Court of competent jurisdiction to be invalid or unenforceable in any way, such invalidity or unenforceability shall in no way impair or affect any other provision of the Contract all of which shall remain in full force and effect.

13. WAIVER

- 13.1 Failure by 11th Hour Events Ltd at any time to enforce provisions of the Contract of any part thereof shall not be construed as a waiver of any such provision and shall not affect the validity of the Contract or any part or the right of 11th Hour Events Ltd to enforce any provision in accordance with its terms.

14. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

- 14.1 For the purposes of the Contracts (Rights of Third Parties) Act 1999, this Contract is not intended to, and does not give any person who is not party to it any right to enforce any of its provisions.

15. CONFIDENTIALITY

- 15.1 All information of a confidential nature imparted by either party to the other or which may be imparted from time to time to the other in connection with the Contract, including but not limited to data of or about customers, drawings, patterns, raw materials, designs, specifications and any information relating to the technical affairs or business or product plans of either party ("Confidential Information") shall be treated as proprietary and confidential to the party disclosing the Confidential Information.
15.2 Neither party shall use or disclose any Confidential Information of the other party without the agreement in writing of the other party except: (a) to the extent necessary to comply with any law or regulation in which event the relevant party shall so notify the other as promptly as reasonably practicable and shall seek confidential treatment of such information; (b) to its auditors, legal advisers and other professional advisers provided that it uses its reasonable endeavors to procure that such persons maintain such confidentiality; (c) in order to enforce its rights under the Contract; and (d) to any person with a bona fide and legitimate interest in such information who enters into a confidentiality agreement including, but not limited to, a prospective purchaser of the Purchaser or its business and provided that such person only uses the information for the purpose of such bona fide and legitimate interest.
15.3 The provisions of clause 13.2 shall not apply to: (a) any information in the public domain otherwise than by breach of the Contract; (b) information obtained from a third party who is free to divulge the same; (c) information that was already known to the receiving party prior to disclosure under the Contract and was not previously acquired by the receiving party from the disclosing party under an obligation of confidentiality or non-use towards the disclosing party; (d) information that can be shown by documentary evidence to have been created by one party to the contract independently from work under the Contract.

TERMS & CONDITIONS SPECIFIC TO FREELANCERS / CONTRACTORS

The following terms and conditions are applicable to all Freelancers and Contractors engaged on project specific work for 11th Hour Events Ltd (The Company) t/a 11th Hour.

ALL FREELANCERS & CONTRACTORS, BY ACCEPTING THIS ORDER AGREE TO THE FOLLOWING TERMS & CONDITIONS:

PUBLIC LIABILITY INSURANCE:

16. 16.1.1 All Freelancers must have valid Public Liability insurance in place of not less than £5M indemnity. A copy of your PL insurance certificate must be held on file by 11th Hour Events Ltd. This needs to be up-dated yearly by the Freelancer / Contractor.

DRIVING COMPANY OR HIRED IN VEHICLES:

- 16.2. 16.2.1 All Freelancers must have a valid UK Drivers' License, and must have been licensed to drive for not less than two years, to drive 11th Hour vehicles, or vehicles hired in by the company. All drivers must be over 25 years of age. A valid copy of your Drivers' License is required to be kept by the company on file. 11th Hour Events Ltd reserve the right to perform background checks, via the DVLA, on drivers.
- 16.2.2 All Freelance Drivers must abide by all laws, regulations, the Highway Code, speed limits and must wear seat belts at all times.
- 16.2.3 All Freelancers / Contractors driving company vehicles or hired in vehicles will be responsible for their own fines and or penalties, however incurred. This includes parking and speeding fines. The Company, shall not be responsible whatsoever for contraventions, fines or penalties, however incurred.
- 16.2.4 All vehicles should be looked after and treated with respect whilst under your control.
- 16.2.5 All Freelancers / Contractors are not permitted to Smoke or Vape, or use E-Cigarettes whilst in Company or Hired In Vehicles.
- 16.2.6 All Freelancers / Contractors are not permitted to use hand held mobile phones to: make or receive calls, send or receive emails, send or receive text messages, or for any other purpose whilst driving.
- 16.2.7 All Freelancers / Contractors drivers should ensure that they are fit and alert to drive at all times and should consider the following;

Fatigue - Drivers must not drive when tired. Drivers should consider before driving if they are capable of driving and if not they should make alternative arrangements. On long journeys, all drivers should stop and have a break at two hourly intervals. Any person who feels tired whilst driving should stop for a rest. **Health** - Drivers should check with their doctor when suffering from an illness or taking any medication that they will still be fit to drive. 11th Hour Events Ltd should be advised immediately of any advice given which restricts the ability to drive. **Eye sight** - Drivers who require glasses or contact lenses for driving should always wear them as advised by their optician.

MOTS AND SERVICING:

All company vehicles and private vehicles driven on company business must have a valid MOT certificate if vehicle is three years old from new. 11th Hour Events Ltd will arrange for MOT, insurance, service and repair of the company vehicles. Ensure that when faults or defect occur they are reported to the company and dealt with as soon as possible depending on the nature of the fault. The vehicle must not be driven with a potentially dangerous fault or defect or in an illegal condition.

VEHICLE MAINTENANCE

All vehicles will be maintained to a high standard. This applies equally to 11th Hour Events Ltd vehicles and private vehicles used by employees on company business. All Drivers, including Freelancers / Contractors are responsible for the checking of vehicles, and recording them via the VehoCheck app.

The checks as detailed below are to be carried out by drivers:

Daily Before Driving - Visually inspect the following:

- Inflation of tyres, condition of lights, number plates, horn and wind screen, vehicle overall condition.
- During winter periods where the wiper washers have been used more check the fluid level.

Each Week:

- Check tyres are inflated in accordance with the manufacturer's recommendations and that the minimum tread depth is not less than 1.6mm.
- Inspect the lights, number plates and windscreen to check that they are not dirty or broken.
- Check operation of all lights.
- Inspect wiper blades and screen wash bottle level.
- Check and top up as necessary the oil, water, coolant, brake and clutch fluid levels.
- Inspect the general condition and maintenance of the vehicle.

INCIDENTS & ACCIDENTS

- 16.5.1 In the event of an incident / accident, where any damage is caused to company vehicles, or hired in vehicles, all damages and accidents MUST be reported immediately to the Company.
- 16.5.2 All drivers following and incident / accident MUST complete an incident / accident form, which can be obtained from the Company. This MUST be completed in full at the time of the incident / accident, and include all relevant photographs of damaged sustained. This form must be sent to the Company by email to admin@11th-hour.com within 24 hours of the date / time of the incident / accident.
- 16.5.3 Damage of Company vehicles (including hired in vehicles) and Company property resulting from deliberate negligence, shall result in the Company recovering costs for losses, including consequential losses from the individual.

ALCOHOL AND DRUGS

- 16.6.1 Driving company vehicles or plant machinery whilst under the influence of drugs or alcohol is strictly prohibited.
- 16.6.2 Drivers must ensure that they are not under the influence of alcohol the morning after Consuming any alcohol.
- 16.6.3 No work must be carried out by an individual whilst under the influence of drugs or alcohol, including certain prescribed drugs.

16.6.4 Without consequence, the Company, reserve the right to dismiss and terminate a Freelancer / Contractor if found to be, or suspected to be under the influence of drugs or alcohol.

16.7 TOWING

If you are requested to use a vehicle to tow, it is the driver's responsibility to ensure the following:

- Trailer is not overweight
- Load is secure
- The trailer is in fully working order including, breaks, lights and attachment
- The driver has the required license and experience to carry out towing

If are you unsure about any of the above in regards to towing you must call the office or project manager for help.

16.8 ROAD TRAFFIC ACCIDENTS

In the event of an accident the following information should be exchanged:

16.8.1 Personal name and address and the name and address of Insurance Company.

16.8.2 No liability should be admitted at the scene of an accident.

16.8.3 The company must be informed immediately following an accident. An accident form must be submitted within 24 Hours.

16.9 PRIVATE USE OF COMPANY OR HIRED IN VEHICLES

16.9.1 If you are using your own personal vehicle for 11th Hour business that is not part of you daily commute - YOU ARE NOT INSURED unless you have agreed this with a Director.

17. INSURANCE OF PERSONAL PROPERTY WHILST AT WORK

17.1 Personal items such as:

Tools, Mobile phones, Laptops, iPads, Tablets, Baggage, Clothing, Vehicles etc. (This list is not exhaustive)

17.2 No personal items whatsoever belonging to any Freelancer / Contractor are covered by the Company's insurance policy.

17.3 It is the responsibility of the Freelancer / Contractor to ensure that his / her personal property is covered for loss, theft and accidental damage. This is typically done via your home contents insurance, and personal equipment insurance.

17.4 11th Hour Events Ltd & 11th Hour Ice Ltd forever relinquish all responsibility for all personal items lost, stolen, damaged, or otherwise, regardless if they are being used for work related purposes.

18. FREELANCERS / CONTRACTORS OPERATING PLANT & MACHINERY

18.1 GENERAL STATEMENT

It is a requirement that all plant machinery will be driven safely, in accordance with the law and in a courteous manner to all other members of staff, and other contractors working on site.

18.1.1 Plant should be looked after and treated with respect.

18.1.2 The operator is responsible for ensuring the machinery is being operated in a safe manner. The plant operator is responsible for any damage caused to the plant machine. Any damage caused will be assessed by our plant supplier and the operator is responsible for full settlement of the repair costs. No liability will be accepted by 11th Hour Events Ltd.

18.2 LICENCE TO OPERATE PLANT MACHINERY

18.2.1 Licences will be checked from time to time and a copy will be retained for 11th Hour Events records. Your licence must be valid for you to operate the self-propelled plant (i.e Telehandlers, Fork Lift Trucks, Cherry Pickers, Scissor Lifts etc.) Please ensure that you carry your license with you at all times when operating plant. It is your responsibility as a Freelancer / sub-contractor or contractor to ensure that your Public Liability insurance insures you, the driver / operator, to operate such machinery, and that it is not excluded from your insurance.

18.3 SMOKING WHILST OPERATING PLANT & MACHINERY

Smoking, Vaping or the use of E-Cigarettes is strictly not permitted whilst operating any plant machinery whatsoever.

18.4 USE OF MOBILE PHONES WHILST OPERATING PLANT MACHINERY

18.4.1 The use of hand held mobile phones whilst operating plant machinery is strictly prohibited.

18.4.2 Hand held phones should either be switched off whilst driving plant machinery or left to ring unanswered if left on.

18.4.3 All Freelancers / Contractors are not permitted to use hand held mobile phones to: make or receive calls, send or receive emails, send or receive text messages, or for any other purpose whilst driving.

18.5 **PERSONAL FITNESS TO OPERATE PLANT MACHINERY**

Plant operators should ensure that they are fit and alert at all times whilst operating plant machinery and should consider the following:

Fatigue - Operators must not operate machinery when tired. Operators should consider before operating if they are capable of operating machinery and if not they should make alternative arrangements. **Health** - Operators should check with their doctor when suffering from an illness or taking any medication that they will still be fit to operate machinery. 11th Hour Events Ltd should be advised immediately of any advice given which restricts the ability to operate plant. **Eye sight** - Operators who require glasses or contact lenses for operating plant machinery should always wear them as advised by their optician. **General Fitness** - Operators must be physically capable to operate the plant machinery required of them.

19. **PERSONAL PROTECTIVE EQUIPMENT (PPE)**

All Freelancers / Sub-Contractors are required to provide their own PPE suitable for the work / tasks required of them. Typically this is Hi-Viz Vests, Hard Hats, Goggles, Gloves, Harnesses & Fall Arrest and Ear Protection. 11th Hour Events Ltd shall advise you if any tasks require specific PPE, as identified by the project risk assessment.

20. **OPERATOR ROUTINE DAILY CHECKS OF PLANT MACHINERY**

All Freelancers / Sub-contractors operating any plant or machinery equipment must complete a daily check sheet, specific to the machine in question, verifying its correct operation, and deeming the plant as satisfactory / fit for purpose.

21. **PLANT MACHINERY INCIDENTS & ACCIDENTS**

21.1 In the event of an Incident/accident where any damage is caused to plant machinery, or third party property, you must report this immediately to the Company (See 16.5)

21.2 Whilst any Freelancer / sub-contractor is engaged by 11th hour Events Ltd it is their responsibility for any damage caused to, or by the self-propelled plant in their control. All sub Freelancers / sub-contractors must ensure that their Public Liability policy extends to include the use of self-propelled plant, and that this is not specifically excluded. This is to be confirmed to 11th Hour Events Ltd in writing by your insurance Broker or Insurance Company.

22. **PAYMENT OF FREELANCER / CONTRACTOR INVOICES**

22.1 All Freelancer / Contractor invoices must quote the Purchase Order number on all invoices.

22.2 All Freelancer / Contractors who are VAT registered must charge VAT on invoices and show VAT Registration Number.

22.3 All Freelancers / Contractors who are NOT VAT registered, must NOT charge VAT.

22.4 All invoices shall be checked against the Purchase Order. You will be notified of any discrepancies, and your invoice rejected.

22.5 All invoices, once accepted, shall be processed within our payment runs. All invoices will be settled on or around 30 days from receipt of invoice.

22.6 All invoices, must have a supporting Purchase Order.

22.7 All invoices shall be paid via bank transfer. Please ensure your bank account details are on your invoice.

23. **HEALTH & SAFETY**

Whilst working on site all Freelancers / Contractors have a duty of care to themselves, to fellow workers, to other contractors, organisers and members of the Public. You are to work safely whilst on-site, and agree to observe all posted signs, and written or verbal communications. 11th Hour Events Ltd target zero accidents whilst onsite. Any horseplay, misbehaviour, insubordination, shall result in immediate termination of work, without consequence to the Company. 11th Hour Events has a duty of care to all its employees (full time & casual staff), freelancers and contractors. Freelancers and Contractors are to attend all site specific inductions, and observe all safety instructions given.

24. **BREACHING THESE TERMS AND CONDITIONS**

11th Hour Events Ltd reserve the right to terminate the contract / this order, without consequence to the Company, when a Freelancer is in breach of prevailing Health and Safety legislations, rules and regulations and the terms and conditions set out above. The Company also reserves the right to claim consequential losses that may arise from a Freelancer's or Contractor's negligence.

25.

DATA PROTECTION

Data belonging to 11th Hour Events Ltd must be held and/or transferred in strict accordance with the applicable data protection laws and only used as per 11th Hour Events Ltd Non-Disclosure Agreement Terms.