

T4 – Workshop Agreement

Parties to the Agreement made on

Workshop title (hereinafter referred to as the '**Assignment**')
BETWEEN

NAME (hereinafter referred to as the '**Workshop Leader**')
Trading as (if applicable)

Address

Email

Telephone

AND

Name Position

Hereby recognised as an agent of:

Organisation (hereinafter referred to as the '**Host**')
Address

Address

Post code (hereinafter referred to as the '**Venue**')
Email

Email

Telephone

Whereby it is Agreed as Follows

1. The Assignment

- 1.1 Details and expectations of the Assignment are set out in **Schedule 1** of this Agreement.
- 1.2 Changes to Schedule 1 are subject to approval by both Parties and may require a reassessment of the Workshop Leader's fee, delivery format and other technical matters.
- 1.3 Should the Workshop Leader require the support of a co-presenter/assistant (hereinafter referred to as '**Assistant(s)**'), the Workshop Leader is responsible for the quality of their work and direct payment. The Workshop Leader is responsible for correcting any deficiencies in this work at their own cost and in consultation with the Host.
- 1.4 Should the Workshop Leader become unwell and is unable to complete the Assignment as set out in Schedule 1 in part or full, he/she may provide a suitably qualified substitute as agreed by the Host (such agreement not to be unreasonably withheld). Alternatively, a new date will be arranged.

2. Status

- 2.1 The relationship of the Workshop Leader to the Host will be that of an independent contractor and nothing in this Agreement shall render him/her an employee, worker, agent or partner of the Host. The Workshop Leader shall not hold him/herself out as such.
- 2.2 This Agreement constitutes a contract for the provision of services and not a contract of employment and accordingly the Workshop Leader shall be fully responsible for and shall indemnify the Host for and in respect of any income tax, National Insurance, VAT and social security contributions.

3. Practical Matters

- 3.1 The Host is responsible for co-ordinating and facilitating the Assignment as agreed in Schedule 1. This includes ensuring:
- a) that rooms allocated for the Assignment are fit for purpose as discussed with the Workshop Leader and set out as required prior to the Assignment's start time
 - b) that all rooms allocated for the Assignment are adequately ventilated and appropriately heated
 - c) that all equipment specified in Schedule 1 is set up and fully functional prior to the Assignment's start time. The Host will provide access to a support technician for the duration of the Assignment. Delays to the Assignment's start and end time due to technical complications and other logistical matters may result in an additional charge being made to the Host to compensate for lost time.

4. Security

- 4.1 The Host will not be held responsible for any loss, theft or damage of personal items or equipment belonging to the Workshop Leader and their Assistants while at the Venue.

5. Catering

- 5.1 The Host's in-house catering service is the only organisation permitted to supply catering within the Venue. In the event that another catering service is requested by the Workshop Leader, this can only be permitted by prior agreement with the Host.
- 5.2 The Host will provide food and refreshments as agreed in Schedule 1. Additional subsistence is at the Workshop Leader's own expense.

6. Parking

- 6.1 Parking at the Venue is agreed as follows

7. Noise Abatement

- 7.1 Should the Assignment require the use of a PA, the Host reserves the right to control the maximum output level so as not to endanger the hearing of personnel or members of the audience or cause any annoyance or disturbance to other users at the Venue. The Workshop Leader shall comply with all reasonable requests made by the Host in this regard.

8. Publicity

- 8.1 The Host will be responsible for the marketing and promotion of the Assignment as set out in Schedule 1 in liaison with the Host's marketing department.
- 8.2 If no one attends the Assignment due to a lack of publicity or an internal administrative error, the Assignment will be considered as 'given' and all fees and expenses as set out in Schedule 1 are payable.
- 8.3 The Workshop Leader shall be responsible for ensuring that all images supplied to the Host for publicity purposes can be used at no cost to the Host, and the relevant usage permissions have been sought.
- 8.4 The Host will use photo copyright credits when requested in print and in digital marketing, with the exception of social media where photo credits will not be used.
- 8.5 No publicity in respect of the Assignment shall be distributed or displayed at the Venue without the consent of the Host.

9. Compliance

- 9.1 Prior to signing this Agreement, the Host may require the Workshop Leader to provide evidence of eligibility to work in the UK.
- 9.2 The Workshop Leader is responsible for ensuring that all Assistants are entitled to work in the UK and, if required by the Host and/or other appropriate authorities, provide evidence that the correct checking procedure has been followed.
- 9.3 The Workshop Leader and Assistants agree to abide by the Venue's policies and procedures in relation to health and safety, safeguarding, GDPR and all other reasonable policies compliant with UK law.

- 9.4 The Workshop Leader is responsible for obtaining all necessary licences in respect of animals, firearms and all children under the age of sixteen involved in the Assignment. Where children are involved, the Workshop Leader is responsible for organising chaperones in accordance with the appropriate local authority's Safeguarding policies.
- 9.5 The parties shall comply in all respects with the provisions of the Copyright Designs and Patents Act 1988.

10. Damages And Insurance

- 10.1 The Workshop Leader or their Assistant(s) shall not be liable for any damage caused by negligence of the Host, its servants or agents, or participants recruited by the Host, nor for any damage caused by anything of a faulty or defective nature in the building or any of the machinery, plant or equipment.
- 10.2 All musical instruments, additional equipment, furniture or effects which the Workshop Leader may, with the consent of the Host, bring to the Venue shall be provided at the Workshop Leader's expense and risk and shall be removed by them at or before the expiration of the Workshop period.
- 10.3 If required, the Workshop Leader and Host will provide evidence that adequate insurance is in place to protect both 'person' and 'property'.

11. Access

- 11.1 At no time may members of the public or others not directly involved with the Assignment have access to the backstage areas or dressing rooms.
- 11.2 The Host may, at its own discretion, refuse entry to the Venue of any person.

12. Health And Safety

- 12.1 It is the responsibility of all staff and contractors to ensure that corridors, doors, passages, entrances and exits to the Venue are clear at all times of obstructions, both material and personal.
- 12.2 All equipment used by the Workshop Leader shall be safe and adequately fireproofed.
- 12.3 The Host shall provide Front of House staff, attendants and stewards if specified in Schedule 1 and arrange adequate security cover to ensure the protection of property and person.
- 12.4 The Workshop Leader shall cooperate fully with any fire or health and safety drills or inspections.
- 12.5 The Workshop Leader will assist the Host in completing any relevant risk assessments as reasonably requested by the Host.
- 12.6 Both Parties agree with the principle of 'Safe Spaces'. This means a space free of fear, bullying and harassment in order to deliver the best possible outcomes for the workshop. The Host will ensure clear and safe access to, and exit, from the workspace for the Workshop Leader and their assistants/staff. The parties agree together to use their best endeavours to achieve the objectives set out in this clause 12.

13. Safeguarding

- 13.1 The Workshop Leader shall at all times comply with the Host's Safeguarding policies and procedures and ensure that all Assistants and other support staff are aware of their obligations under this Agreement and trained accordingly.

14. Payment

- 14.1 The Workshop Leader will provide a written quotation for the Assignment based on Schedule 1. This quote will specify if VAT is applicable, the Workshop Leader's fee and all other expenses.
- 14.2 The Workshop Leader's invoice should contain the following information:
- Purchase order – provided by the Host
 - Payee name
 - Address
 - Bank details (for BACS transfer)
 - VAT number (if applicable)

- 14.3** The Host agrees to pay the Workshop Leader **within** **days** by upon receipt of a valid invoice issued by the Workshop Leader unless other payment arrangements have been made in advance with the Host. Any payment in a foreign currency shall be subject to the exchange rate on the day of payment and must be agreed by the Parties in advance.
- 14.4** Failure to present full payment within 30 days as agreed may result in the Workshop Leader charging interest in accordance with the Late Payment of Commercial Debts Act 1998.

15. Dispute

- 15.1** The Terms and Conditions set out in this Agreement supersede all other agreements relating to the Assignment.

16. Force Majeure

- 16.1** In the event of any natural disaster (fire, earthquake, flood, hurricane) or other act of God, civil disorder, war, industrial action, public calamity, royal demise, prohibitive government regulation or epidemic which results in the Venue being closed, no claim will be made for any loss against the Host in respect of non-fulfilment of the terms of this Agreement.

17. Severance

- 17.1** If any clause, part of a clause or other provision in this Agreement shall become void or unenforceable, it shall be deemed not to form part of this Agreement and the validity of the remainder of this Agreement shall not otherwise be affected or impaired. It is the Parties' intention that every provision of this Agreement shall be and will remain valid and enforceable to the fullest extent permitted by law.

18. Governing Law & Jurisdiction

- 18.1** This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or information (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 18.2** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or information (including non-contractual disputes or claims).

The Parties above hereby agree with the terms of this Agreement:

Signed by
Workshop Leader

Date

Name

Signed by the Host

Date

Name

Schedule 1

To be prepared and agreed by both Parties prior to signing the above Agreement.

Consideration	Please complete this section
Workshop title	
Workshop Leader	
Email	
Telephone	
The Host's main contact	
Email	
Telephone	
Food and refreshments will be provided FOC by the Host	Yes No
Dietary requirements	
Other people involved in this workshop as proposed by the Workshop Leader. Please indicate if any of these people are below the age 18.	
Are these people entitled to work in the UK?	
If children are participating in the workshop, have arrangements been made regarding travel, health & safety and supervision?	
Workshop objectives	
Number of participants	
Level of participants	
Duration of workshop - Start and End time	
Preparation time agreed	
Agreed dates	
Agreed times	
Is the Workshop Leader required to attend any preliminary or post-workshop meetings?	
Agreed arrival time	
Will parking be provided? How many spaces?	

Consideration	Please complete this section
Will the Host provide portorage assistance?	
Equipment to be provided by the Workshop Leader	
Does this equipment require PAT testing?	
Equipment to be provided by the Host	
Is a photocopying service available?	
Is IT support available for the duration of the workshop? Please provide contact details.	
Number of chairs and tables required	
Layout of the room. X = chairs <input type="checkbox"/> = tables	
Will the workshop include video and audio requiring copyright permission to view?	
Will refreshments be provided by the Host?	
Dietary requirements	
Exit time from the venue	
Emergency contact numbers	
Are there any particular policies and procedures pertinent to this workshop?	
Does the Host require a Risk Assessment from the Workshop Leader?	
How will the Host promote this workshop?	
Will the Host promote/review this workshop on social media?	
Will the Host arrange a photographer?	
Is the Workshop Leader permitted to take photos during the workshop and post on social media?	
Agreed fee and payment terms. To include all expenses and preparation allowance.	
Does VAT apply?	Yes No
Has the Host reviewed the Agreement with the Workshop Leader?	
Other useful information	