

1. AGREEMENT

BETWEEN: Sterling Event Group Ltd ICON 4, 3 Sunbank Lane, Manchester Airport, WA15 OAF
("Sterling" or the "Company")

AND: Freelancer full legal name
("Freelancer")

2. STATUS & IR35

- 2.1 **Independent contractor.** The Freelancer provides the Services as an independent contractor, not an employee, worker, partners or agent. Nothing creates an employment, worker, agency, partnership, or joint venture relationship.
- 2.2 **Substitution.** Subject to Sterling's prior written consent (not unreasonably withheld), the Freelancer may provide a suitably qualified substitute at the Freelancer's cost, remaining responsible for quality and compliance.
- 2.3 **Equipment.** Unless stated otherwise in a Booking Confirmation, the Freelancer provides their own tools and is responsible for keeping them safe, compliant, in date and fit for purpose (incl. PAT certifications where applicable).
- 2.4 **Taxes & filings.** The Freelancer is solely responsible for all taxes and filings (including HMRC obligations and National Insurance). The Freelancer warrants their status is outside IR35 for engagements under this Agreement and will inform Sterling immediately if those change.
- 2.5 **No benefits.** No holiday pay, sick pay, pension, or other employment benefits apply.

3. TERM & APPOINTMENT

- 3.1 This Agreement forms a master contract governing all Bookings.
- 3.2 Each Booking Confirmation constitutes a separate contract incorporating these terms.
- 3.3 If there is a conflict, the Booking Confirmation takes precedence for that Booking.

4. SERVICES & STANDARDS

- 4.1 The Freelancer shall:
 -  perform with reasonable skill and care to industry standards.
 -  meet all Event briefings, specs, call times, and site inductions.
 -  cooperate with Sterling personnel, other suppliers, and venue staff to keep the event on schedule.
 -  promptly escalate risks or issues.
 -  comply with all venue rules and licensing conditions.
- 4.2 The Freelancer warrants they hold the qualifications/competencies required for the tasks performed (e.g., MEWP, FLT, rigging, electrical, working at height) and will produce proof on request.)
- 4.3 The Freelancer must not materially change scope, sequence, or quality of Services without Sterling's written agreement, reasonable minor adjustments to achieve the same outcome permitted.

5. HEALTH, SAFETY, WELFARE & SITE CONDUCT

5.1 Compliance with Law & Site Rules

The Freelancer shall comply with the Health and Safety at Work etc. Act 1974 and all applicable regulations, including (as relevant) PUWER, LOLER, Work at Height Regulations, Electricity at Work Regulations, Noise at Work Regulations, Manual Handling Operations Regulations, and CDM 2015 (where temporary structures or production builds apply), together with all venue and site rules.

The Freelancer shall operate only within their verified competencies and authorisations. Evidence of current certification, training, or qualification must be provided to Sterling upon request.

This includes, but is not limited to:

- MEWPs (valid IPAF or equivalent licence)
- PASMA (mobile access towers)
- Forklift trucks and telehandlers (appropriate licence)
- Slings/rigging (proof of competence/qualification)
- Temporary electrical systems (knowledge and application of BS 7909 and ECS/BS 7671 awareness where relevant)

The Freelancer shall not undertake any task for which they are not competent or authorised.

5.2 RAMS, Inductions & Safety Information

The Freelancer shall read, understand, and comply with all Sterling and/or venue-issued Risk Assessments and Method Statements (RAMS), site rules, and event-specific safety documentation circulated via crew communications.

Attendance at all required inductions, briefings, and toolbox talks is mandatory. The Freelancer must raise any health, safety, or welfare concerns with the Sterling Site Lead, Project Manager, or QSHE representative prior to commencing work.

The Freelancer must not undertake any activity that contradicts issued safety documentation or approved plans. Any deviation, including rigging, installation, structural alteration, or modification outside approved drawings or specifications, must receive prior approval from Sterling's appointed competent person.

5.3 Temporary Systems & Rigging Control

The design, installation, inspection, alteration, or loading of rigging, structures, or temporary systems shall only be carried out by competent and authorised personnel appointed by Sterling.

Freelancers must not interfere with, alter, move, or load any rigging, structure, or tagged system unless specifically authorised.

All temporary systems must be formally inspected and signed off by Sterling's appointed competent person prior to use. Where applicable, systems shall be tagged or otherwise clearly identified to confirm sign-off status. No system may be loaded, energised, or brought into use until formal sign-off has been completed.

Any modification after sign-off must receive prior approval and may require re-inspection and re-authorisation before continued use.

5.4 Electrical & Power Safety

Only authorised personnel may connect or disconnect electrical supplies. Equipment must be inspected prior to energising and any defects must be immediately reported. No unauthorised alterations to temporary electrical systems are permitted.

5.5 Personal Protective Equipment (PPE)

The Freelancer shall provide, maintain, and use appropriate PPE required for their role and as specified within site RAMS. This may include (but is not limited to):

- High-visibility clothing
- Safety footwear
- Hard hats
- Gloves



-  Hearing protection
-  Eye protection

PPE must be maintained in good condition and used in accordance with site rules.

5.6 Manual Handling & Work at Height

The Freelancer shall use suitable mechanical aids where provided and follow safe manual handling practices.

When working at height, the Freelancer shall:

-  Maintain three points of contact where applicable
-  Use appropriate edge protection or fall prevention systems
-  Use fall arrest equipment where required
-  Only use access equipment for which they are competent and authorised

5.7 Housekeeping & Site Conduct

Work areas must be kept tidy and organised. Cables must be routed and secured appropriately. Waste must be managed in accordance with site requirements.

Aisles, gangways, and emergency exits must be kept clear at all times.

Professional, respectful conduct is mandatory.

Smoking/vaping is permitted only in designated areas and never in view of guests.

Sterling operates a strict zero-tolerance approach to illegal drugs and alcohol consumption during engagements.

5.8 Incident Reporting

Accidents, near-misses, unsafe conditions, damage to equipment or venue property, or security concerns must be reported immediately to the Sterling Site Lead/PM/QSHE representative.

Incidents may be reported via the Sterling QR reporting system (located on H&S documentation, first aid kits, and flight cases where applicable).

Where safe to do so, the scene of any incident must be preserved to support investigation.

5.9 Equipment Care

Where using Sterling equipment, the Freelancer must operate competently, prevent loss or damage, and immediately report defects or concerns.

5.10 Fatigue & Working Time

The Freelancer is responsible for managing their overall work schedule across all engagements.

During any engagement with Sterling, the Freelancer must comply with applicable law and site rules relating to working hours and rest periods. The Freelancer shall promptly notify Sterling if they believe they are unable to work safely due to fatigue.

Sterling reserves the right to adjust duties or remove a Freelancer from site where fatigue is reasonably considered to present a safety risk.

5.11 Fitness for Duty

The Freelancer must present fit for duty at all times.

The use of alcohol, illegal drugs, or non-prescribed controlled substances is strictly prohibited. Prescription medication that may affect safety-critical work (including driving, working at height, MEWPs, or lifting operations) must be declared to Sterling in confidence prior to undertaking such duties.

Sterling reserves the right to remove from site any Freelancer reasonably suspected of being unfit for duty.

6. PROFESSIONAL BEHAVIOUR & BRAND PROTECTION

6.1 Representation & Professional Standards

When engaged on a Booking, the Freelancer represents Sterling and must maintain professional standards of conduct, appearance, and behaviour at all times.

The Freelancer shall:

- 🔩 Be courteous and respectful to Clients, artists, venues, guests, and crew
- 🔩 Follow the site chain-of-command and reasonable management instructions
- 🔩 Maintain appropriate standards of personal hygiene and cleanliness
- 🔩 Wear appropriate attire as briefed in the crew email

Default attire requirements are:

- 🔩 Rigging attire: all-black workwear unless otherwise specified
- 🔩 Show attire: smart black
- 🔩 No third-party branding or logos unless expressly authorised

These requirements are applied reasonably and proportionately. Nothing in this clause is intended to unlawfully discriminate or conflict with rights under equality legislation.

Reasonable adjustments will be considered where required.

6.2 Confidentiality of Commercial Information

The Freelancer shall not, under any circumstances, discuss or disclose rates, fees, costs, commercial terms, financial information, or any commercially sensitive matter with:

- 🔩 Other freelancers
- 🔩 Sterling employees (other than authorised personnel)
- 🔩 Clients
- 🔩 Venue staff
- 🔩 Guests

All commercial enquiries must be referred immediately to Sterling. The Freelancer must not provide any pricing indication, estimate, or commentary.

6.3 Dignity, Respect & Safeguarding

Sterling operates a zero-tolerance approach to bullying, harassment, discrimination, or inappropriate conduct.

The Freelancer must treat all individuals with dignity and respect and comply with applicable equal opportunities and safeguarding standards.

Any serious breach may result in immediate removal from site and termination of engagement.

6.4 Smoking, Alcohol & Conduct in Public View

Smoking or vaping is permitted only in designated areas and never in view of guests.

The Freelancer must conduct themselves in a manner that protects Sterling's reputation at all times while engaged.

6.5 The Sterling Way: Values in Practice

Freelancers engaged by Sterling are expected to uphold The Sterling Way values in the course of their work:

- 🔩 **Teamwork** – Support colleagues, communicate effectively, and collaborate professionally
- 🔩 **Ownership** – Take responsibility for conduct, safety, and quality of work
- 🔩 **Passion** – Demonstrate pride and commitment to high standards
- 🔩 **Integrity** – Act honestly, respectfully, and professionally
- 🔩 **Creativity** – Be adaptable, solution-focused, and proactive

In line with these values, the Freelancer shall:

- 🔩 Care about the details and deliver work to a high standard
- 🔩 Act with integrity and transparency
- 🔩 Seek opportunities for improvement
- 🔩 Anticipate challenges and contribute to safe, effective solutions

6.6 Use of Image & Recordings

The Freelancer grants Sterling a royalty-free, worldwide, perpetual, irrevocable licence to use their image, name, likeness, and any recordings or photographs taken during an Event for Sterling's lawful PR, case studies, and marketing purposes, provided such use does not misrepresent the Freelancer.



7. FEES, EXPENSES & INVOICING

- 7.1 **Rates.** As set in the Booking Confirmation (day / half-day / hourly / standby / overtime / overnight / turnaround travel, etc.).
- 7.2 **Invoicing.** Please send your invoice to supplierinvoice@sterlingeventgroup.co.uk copying in the project manager ensuring you reference the job number and, where issued, the applicable purchase order number.
Invoices submitted without the required reference information may be rejected.
- 7.3 **Payment terms.** Sterling pays undisputed invoices within 30 days of receipt (or as stated in the Booking Confirmation). Statutory late payment interest/compensation may apply under the Late Payment of Commercial Debts (Interest) Act 1998.
Sterling may deduct or set off from any sums due to the Freelancer any costs, losses, or damages reasonably incurred by Sterling arising from the Freelancer's negligence, misconduct, or breach of this Agreement, including (without limitation) damage to vehicles, equipment, venue property, or third-party property.
- 7.4 **Expenses.** Expenses will be paid only when pre-approved in writing by an authorised Sterling representative and supported by receipt(s). Expenses will only be accepted for pre-agreed costs for reasonable travel, accommodation and subsistence allowances.

8. CANCELLATIONS, CURFEWS & CHANGES

- 8.1 **Cancellation by Sterling.** If a confirmed Booking is cancelled:
- 🔗 **Between 8 and 14 days before the shift start date:** 50% will be payable as a cancellation fee.
 - 🔗 Within 7 days before the shift start date or on-site cancellation, 100% will be payable as a cancellation fee. This applies to confirmed bookings only. Unless cancellation is due to force majeure or a safety/legal shutdown.
 - 🔗 If an end Client cancels an Event, Sterling's payment obligation to the Freelancer shall be reduced proportionately to the payment Sterling actually receives from that Client in respect of the cancelled Services.
- 8.2 **Call time changes.** Reasonable shifts to call times within the same day are included; additional hours paid per the agreed rate structure.
- 8.3 **Transfer/Reallocation.** Sterling may transfer or reassign the Freelancer to another suitable project or task; such reassignment shall not constitute a cancellation.
- 8.4 **Overruns/curfews.** Overruns paid at the agreed overtime rate; curfew breaches must be authorised by Sterling.
- 8.5 **Cancellation by the Freelancer.** The Freelancer shall not cancel a confirmed Booking without good reason and must provide as much notice as possible. If the Freelancer cancels a Booking with less than 48 hours' notice (other than due to illness, injury, or other circumstances outside their reasonable control), Sterling may treat this as a breach of contract and may: deduct or recover any additional costs reasonably incurred in securing a replacement; and/or suspend or terminate future bookings with the freelancer.

9. CONFIDENTIALITY & PUBLICITY

- 9.1 The Freelancer shall keep strictly confidential all non-public information relating to Sterling, its Clients, pricing, designs, show files, schedules, artist information, security, venue plans,



and any personal data, and shall not disclose, share, copy, or use such information for any purpose other than the performance of the Services.

- 9.2 The freelancer shall not disclose, share, copy, or use such information for any purpose other than the performance of the Services. Such information must not be disclosed to any third party under any circumstances without Sterling's prior written approval.
- 9.3 Such information must not be disclosed to any third party under any circumstances without Sterling's prior written approval. These confidentiality obligations apply both during and after termination of this Agreement and shall continue indefinitely unless and until such information lawfully enters the public domain through no fault of the Freelancer.
- 9.4 The freelancer shall not take or share photographs, create behind-the-scenes content, publish any public or personal social posts, publish or make any public statements about any Event without Sterling's prior written consent. This includes a prohibition on posting or sharing event-related content on any social media or online platform without such approval. These obligations survive termination.
- 9.5 The freelancer shall not place on any social media or networking site any work-related issue, image, communication or material that could identify a client, artist, colleague, or representative of Sterling or that could adversely affect Sterling, any client, or Sterling's relationship with any client.
- 9.6 These confidentiality obligations apply both during and after termination of this Agreement and shall continue indefinitely unless and until such information lawfully enters the public domain.
- 9.7 Event Specific NDA: The Freelancer may be required to sign additional NDAs on an event-by-event basis. These NDAs cover all confidential information related to the Event, restrict disclosure or use outside the Event, and remain in effect indefinitely. Compliance with such NDA is mandatory and are in addition to the terms of this agreement.

10. INTELLECTUAL PROPERTY & MORAL RIGHTS

- 10.1 **Ownership of Deliverables.** All intellectual Property Rights in all deliverables created, generated, modified or supplied by the Freelancer in the course of providing the Services shall automatically vest in Sterling. The Freelancers assign such rights to Sterling with full guarantee.
- 10.2 **Moral Rights Waiver.** The Freelancer irrevocably waives moral rights in the Deliverables, including the right to be identified as the author.
- 10.3 **Third-party materials.** The Freelancer warrants that:
 -  All Deliverables are original, or property licenced.
 -  No Deliverables infringe any third-party intellectual property rights; and
 -  All required licenses, permissions, and clearances for third-party materials have been obtained and shall be provided on Sterling's request.
 -  The Freelancer shall indemnify Sterling for any losses arising from Breach of this clause.
- 10.4 **Pre-existing IP.** The Freelancer shall identify and notify Sterling in writing in advance of any pre-existing intellectual property they intend to use in the performance of the Services prior to commencement. Subject to that notification, the Freelancer grants to Sterling a worldwide, perpetual, irrevocable, royalty-free, transferable licence (with the right to sublicense) to use, reproduce, adapt, modify, distribute, display, store, and exploit such pre-existing IP for all purposes relating to the Event, Deliverables, or Sterling's business.



Failure to notify. If the Freelancer fails to notify Sterling of pre-existing IP prior to its use, such materials shall be deemed newly created Deliverables and fully assigned to Sterling under clause.

10.5 No Retention or re-use.

The Freelancer shall not;

- 🔗 Copy, store, reuse, or reproduce any Deliverables, show files, presets, programming, CADs, documentation, or technical assets created for Sterling on any other job or for personal use.
- 🔗 Incorporate any Sterling Deliverables into work for third parties; or
- 🔗 Retain any Deliverables after the Booking without Sterling's written consent.

11. DATA PROTECTION (GDPR COMPLIANCE)

11.1 Roles. The Freelancer is an independent controller of their own business data and may act as a processor for Sterling or the Client when handling personal data supplied by Sterling (as described in Schedule 3).

11.2 Compliance & Instructions.

The Freelancer shall:

- 🔗 Comply with UK GDPR and the Data Protection Act 2018.
- 🔗 Process personal data only on Sterling's documented instructions;
- 🔗 Implement appropriate technical and organisational security measures.
- 🔗 Not store personal data on unauthorised devices, applications, or cloud services.

11.3 Security & Breaches. The Freelancer must ensure that all personal data is stored securely. Any suspected or actual personal data breach must be notified to Sterling within 12 hours of discovery, together with all available details and any mitigation steps taken.

11.4 Deletion/Return of Data. Upon Sterling's request, or on completion of the relevant services, the Freelancer must promptly return or securely delete all personal data (except to the extent retention is required by law). The Freelancer must not retain or share any personal data relating to artists, VIPs, attendees, crew, schedules, access information, or any other operational details.

12. INSURANCE

12.1 The Freelancer shall, at their own expense, obtain and maintain throughout each engagement and for six (6) years thereafter the insurances set out in Schedule 4, including (without limitation) their own Public Liability insurance with a minimum indemnity of £5,000,000 per claim, and shall provide valid certificates or evidence of cover on request.

12.2 Failure to maintain the required insurances (including Public Liability) shall constitute a material breach of this Agreement. Sterling reserves the right to withhold payment and/or remove the Freelancer from site or suspend further Bookings if satisfactory evidence of insurance is not provided.

12.3 The required minimum insurance cover is set out in Schedule 4 (Insurance – Minimum Requirements).

13. USE OF VEHICLES

13.1 Authorisation & Licensing

The Freelancer may only drive Sterling-owned, leased, or hired vehicles if explicitly authorised in writing by Sterling.

Prior to authorisation:

- Driving licence checks shall be carried out via Sterling's designated system (currently FleetCheck) and must be satisfactorily completed.
- The Freelancer must hold a valid, full UK driving licence appropriate for the category of vehicle being driven.
- The Freelancer must produce their licence upon request.

The Freelancer must notify Sterling within 24 hours of receiving any endorsements, penalty points, driving disqualification, or licence restriction during the term of this Agreement.

13.1.1 Use of Personal Data

By agreeing to this clause, the Freelancer consents to Sterling processing their personal data (including driving licence details, endorsements, and convictions) for the purpose of verifying driving entitlement and ensuring compliance with insurance and legal requirements. Such data will be processed securely, retained only as long as necessary, and shared solely with authorised third parties (including FleetCheck and relevant insurers) for these purposes.

Sterling reserves the right to refuse or withdraw vehicle authorisation at any time where eligibility criteria are not met or where safety concerns arise.

13.2 Insurance & Eligibility

The Freelancer must meet Sterling's insurance eligibility criteria when driving company or hire vehicles.

The Freelancer must maintain valid business-use motor insurance from a reputable insurer when using their personal vehicle in connection with work undertaken for Sterling.

13.3 Use & Conduct While Driving

The Freelancer must comply at all times with:

- All applicable road traffic legislation
- Speed limits and parking regulations

The following are mandatory conditions of use:

- Seat belts must be worn by all occupants
- The use of handheld mobile devices while driving is strictly prohibited
- No unauthorised passengers may be carried
- Vehicles must not be used for unauthorised purposes

Sterling may withdraw access to vehicles at any time.

13.4 Vehicle Checks & Safe Operation

Before use, the Freelancer must conduct a basic pre-use safety inspection, including (but not limited to):

- Tyre condition, pressure, and tread depth
- Lights and indicators
- Mirrors and visibility
- Brakes and warning systems

- ⚡ Fluid levels (oil, coolant, screen wash)
- ⚡ Interior and exterior damage inspection
- ⚡ Dashboard warning lights
- ⚡ Safe and secure load restraint

Any defect, damage, warning light, or safety concern must be reported immediately to Sterling (Facilities Team or designated contact, currently facilities@sterlingeventgroup.co.uk or via the approved vehicle check system). Where a defect is reported through the vehicle check application, notification will automatically be issued to Facilities.

The Freelancer must not operate a vehicle that is unsafe and must not make any modifications or repairs without prior authorisation from Sterling.

13.5 Accidents, Incidents & Reporting

Any accident, collision, near miss, theft, vandalism, or damage must be reported immediately to Sterling and, where required, to the police.

The Freelancer must not admit liability following an incident and must complete an accident report form as soon as reasonably practicable via the SEG Accident QR reporting system.

13.6 Liability for Fines, Charges & Damage

The Freelancer shall be responsible for all fines, penalties, congestion charges, ULEZ charges, tolls, parking charges, and similar costs incurred during their use of a vehicle, unless such costs arise directly and solely from Sterling's written instruction.

The Freelancer shall be liable for:

- ⚡ Any loss of or damage to the vehicle caused by negligence, misuse, breach of this Agreement, or failure to comply with road traffic laws
- ⚡ Any insurance excess payable as a result of an incident occurring during their use
- ⚡ Any additional costs incurred by Sterling or a hire provider due to late return, improper fuelling, failure to report damage, or breach of hire terms
- ⚡ Sterling reserves the right to deduct such sums from payments due to the Freelancer or recover them as a debt on demand.

13.7 Cleanliness & Return

Vehicles must be returned in a clean and tidy condition, with fuel at the agreed level. All keys, documents, and equipment must be returned promptly at the end of the assignment.

14. ANTI-BRIBERY, MODERN SLAVERY & COMPLIANCE

14.1 The Freelancer shall comply with the Bribery Act 2010 and Modern Slavery Act 2015 and all applicable anti-corruption, anti-fraud, anti-money laundering and human rights legislation. All relevant Sterling policies and instructions relating to ethical conduct, as notified to the Freelancer from time to time.

14.2 Zero Tolerance of Bribery & Improper Influence. The Freelancer must not:

- ⚡ Offer, promise, give, request or accept any bribe, facilitation payment, kickback or improper financial or non-financial advantage
- ⚡ Engage in any conduct that could reasonably be perceived as influencing impartiality or professional judgement or

- Use intermediaries, agents, subcontractors or family members to circumvent these obligations.

14.3 Gifts & Hospitality. No gifts, hospitality, entertainment, or benefits may be offered to or accepted from any clients, supplier, venue contractor or third party where it could (or be perceived) to influence business decisions.

Any gift or hospitality of any kind must be reported to Sterling within 24 hours for approval.

15. NON-SOLICITATION & NON-DEALING

For the purpose of this section, the 'Restricted Period' means the period of the Freelancer's engagement with Sterling and for the six (6) months following termination or expiry of this agreement, regardless of the reason for termination. During the 'Restricted Period, the Freelancer shall comply with non-solicitation, non-dealing, and non-circumvention obligations set out in this section.

15.1 Non-Dealing with Clients

During the Restricted Period of six (6) months following the last date on which the Freelancer provided Services to a Sterling Client through Sterling, the Freelancer shall not, without Sterling's prior written consent, accept or undertake any direct engagement with that Client for services that are the same as or similar to the Services, where the engagement arises from the Freelancer's involvement with that Client through Sterling. For the avoidance of doubt, this clause does not prevent the Freelancer from working for other production companies or suppliers who may also provide services to the same Client, provided the Freelancer is not engaged directly by the Client as a result of their work with Sterling.

This clause is intended to prevent circumvention of Sterling's client relationships and shall not restrict the Freelancer's general right to work within the events and production industry.

15.2 Non-Solicitation of Sterling Clients

During the Restricted Period, the Freelancer shall not directly solicit or attempt to solicit any Sterling Client with whom they have worked through Sterling for the purpose of securing a direct engagement outside of Sterling.

This restriction applies regardless of whether the initial approach is made by the Freelancer or the Client and includes the use of any Client contacts, knowledge, or relationships gained through working with Sterling.

15.3 Non-Circumvention

The Freelancer must not seek to avoid, circumvent, or undermine the purpose or effect of this Section 15 by:

- Working through another agency, intermediary, company, entity, or trading name.
- Referring, introducing, or directing a Sterling Client to any third party for the purpose of securing work that the Freelancer would otherwise be restricted from accepting.
- Accepting or performing work via associates, employees, family members, connected persons, or related entities.

15.4 Non-Solicitation of Staff, Freelancers, and Suppliers

During the Restricted Period and for a period of six (6) months after termination, the Freelancer shall not, whether directly or indirectly, Solicit, induce, encourage, or attempt

to solicit, induce, or encourage any employee, freelancer, contractor, or supplier of Sterling to:

- Leave their employment or engagement with Sterling.
- Reduce the amount of work or business they perform for Sterling; or
- Move or divert their work, services, or business to any competitor or alternative provider.
- Hire, engage, contract with, or recommend for engagement any such individual or entity in any capacity that competes with or is reasonably likely to divert business away from Sterling.
- Assist or facilitate any third party in approaching, engaging, or attempting to engage any such individual or supplier in a manner detrimental to Sterling.

16. WARRANTIES, INDEMNITY & LIABILITY

- 16.1 **The Freelancer warrants:** (a) the Services will be performed with reasonable skill and care; (b) they have the right to enter into this Agreement; (c) Deliverables will be original and non-infringing; (d) compliance with Law and this Agreement.
- 16.2 **Indemnity.** The Freelancer shall indemnify Sterling against claims, losses, costs, and liabilities arising from: (a) personal injury or property damage caused by the Freelancer; (b) IP infringement in Deliverables; (c) breach of Law or this Agreement; (d) data protection breaches caused by the Freelancer.
- 16.3 **Liability cap.** Subject to clause 16.4, Sterling's aggregate liability arising out of a Booking is limited to the greater of £10,000 or 100% of the fees paid or payable for that Booking.
- 16.4 Nothing limits liability for death or personal injury caused by negligence, fraud, or any liability that cannot be limited by Law.
- 16.5 **Consequential loss.** Neither party is liable for indirect or consequential loss, loss of profit, or loss of reputation (except for IP and confidentiality breaches).

17. RECORDS & AUDIT

The Freelancer will keep accurate records of hours, expenses, and safety certifications and will provide copies on reasonable request for audit or compliance purposes.

18. SUSPENSION & TERMINATION

- 18.1 Sterling may suspend or terminate a booking immediately for material breach, safety breaches, gross misconduct, loss of right to work, loss of licence/qualification, failure to hold required insurance, or behaviour bringing Sterling into disrepute or reputational risk.
- 18.2 Either party may terminate future Bookings or this Agreement on seven (7) days' written notice.
- 18.3 On termination, the Freelancer shall: (a) cease using and promptly return or delete all confidential information; (b) return Sterling equipment, passes, and data; and (c) deliver to Sterling all deliverables created up to the termination date.
- 18.4 Where termination or suspension is due to the Freelancer's breach (at Sterling's sole discretion), no cancellation fees, day rates, or other compensation shall be payable in respect of the affected Booking(s).



19. FORCE MAJEURE

- 19.1 Neither party is liable for failure/delay caused by events beyond reasonable control (including extreme weather, strikes, power/telecom failures, public authority or venue closures, epidemic/pandemic restrictions), provided reasonable mitigation is taken.
- 19.2 Sterling may cancel/revise Bookings without liability (fees only payable for Services actually performed).
- 19.3 Freelancers cannot claim cancellation fees caused by force majeure.
- 19.4 Where an Event is cancelled in full prior to commencement due to a Force Majeure event, no fees shall be payable to the Freelancer for the unperformed Services.

21. ASSIGNMENT & SUBCONTRACTING

- 21.1 Sterling may assign or novate this Agreement within its corporate group or to a successor entity.
- 21.2 The Freelancer may only delegate, substitute or subcontract services with prior written consent. Sterling reserves the right to refuse any proposed substitute who does not meet required standards of competence, qualification, conduct, or compliance.

22. SEVERANCE & ENTIRE AGREEMENT

- 22.1 Severance. If any provision is unlawful or unenforceable, it shall be deemed modified to the minimum extent necessary and the remainder continues in force.
- 22.2 Entire Agreement. This Agreement, together with any Booking Confirmation form, constitutes the entire agreement between the parties and supersedes all prior negotiations, reorientations, or agreements, whether written or verbal relating to the subject matter is the entire agreement and supersedes discussions.

23. GOVERNING LAW & JURISDICTION

- 23.1 This Agreement and any non-contractual obligations are governed by the laws of England and Wales.
- 23.2 The courts of England and Wales shall have exclusive jurisdiction to settle disputes arising out of or in connection with this agreement.

24. RIGHT TO WORK & IDENTITY CHECKS

The Freelancer warrants that they have and will maintain throughout the term of this Agreement:

-  the unrestricted right to work in the United Kingdom
-  Prior to undertaking any Booking, the Freelancer shall provide Sterling with valid proof of identity, such as a passport or driving licence, and evidence of their right to work, in a form acceptable to Sterling.
-  The Freelancer shall promptly notify Sterling of any change to their immigration or work status.

Sterling reserves the right to withhold or cancel any Booking, or terminate this Agreement, where satisfactory evidence of the Freelancer's right to work or identity is not provided or maintained.

 STERLING EVENT GROUP	Freelancer Agreement	Document Reference:	SEG-SOP-037
		Revision Number:	03 (three)
		Revision Date:	18/03/2026
		Document Owner:	Michael McLaughlin

25. BACKGROUND / SECURITY CHECKS

The Freelancer acknowledges that certain Events may require background screening, DBS checks, security vetting, or venue-specific accreditations (together, "Security Checks"). Where required by Sterling, its Clients, or a venue, the Freelancer shall:

-  Cooperate fully with all Security Checks and provide accurate and complete information and documentation as reasonably requested.
-  Consent to Sterling verifying the Freelancer's identity, right to work, and any necessary criminal records or security history in accordance with applicable Law; and
-  Meet and maintain the standards required to pass such Security Checks throughout the term of this Agreement.

Failure to cooperate with or pass any required Security Checks shall entitle Sterling to cancel or terminate the relevant Booking without liability.

26. SIGNATURES

Sterling Event Group Ltd:

Date:

Freelancer Name:

Freelancer Signature:

Freelancer Company Name (If applicable):

Date:

