

ULTIMATE ACOUSTICS (UK) LIMITED

LABOUR CONDITIONS OF FREELANCE EMPLOYMENT 2014

The following is an outline of our conditions of employment for Freelance employees of Ultimate Acoustics (UK) Limited of Unit 5D, Europa Park, Gilbey Road, Grimsby, North East Lincolnshire DN31 2UJ.

All conditions are subject to agreement by our clients and our principal contract with them. In this regard ULTIMATE ACOUSTICS (UK) LIMITED reserve the right to vary rates and conditions from job to job. ULTIMATE ACOUSTICS (UK) LIMITED may also offer an all-in fee for any work undertaken particularly when the engagement is over an extended period of time. We will do our best to advise of any variations to freelancers prior to the start of the job but freelancers should still ask if there are any variations to these guidelines when booked to work for us.

EMPLOYMENT

We consider all freelancers, as we do our own employees, to be 'notionally' resident in North East Lincolnshire thus expenses and any per diems applicable shall be payable for work undertaken outside of this area and on the basis of reasonable costs being incurred.

Health and Safety Policy

It is a fundamental condition of working for ULTIMATE ACOUSTICS (UK) LIMITED, for both full time and freelance labour, that our Health and Safety Policy and any other policies applying to buildings in which we work, are fully adopted by all personnel. A copy of our policy is posted at our premises and a personal copy is available to each person working for the Company.

Insurance

We advise all Freelancers that it is an important condition of acceptance of work for ULTIMATE ACOUSTICS (UK) LIMITED that they have appropriate professional, personal and public liability insurance cover in place at all times. ULTIMATE ACOUSTICS (UK) LIMITED will require a copy of each Freelancers policy certificate to be kept on file.

Inland Revenue

All freelancers must be properly registered with the Inland Revenue, and in accepting work from ULTIMATE ACOUSTICS (UK) LIMITED undertake to make all statutory tax, national insurance and other declarations on their own behalf.

Tools

Freelancers are advised that they are expected to come to work equipped with an adequate tool kit, good enough for them to carry out the work they are contracted to do. ULTIMATE ACOUSTICS (UK) LIMITED are not responsible for any loss of tools on-site or at our warehouse.

Invoicing

When invoicing ULTIMATE ACOUSTICS (UK) LIMITED, freelancers must quote the purchase order number given to them on booking. Any expenses claimed on invoices must be supported by proof of purchase (such as cash till receipts, train tickets, the actual charge receipt or a photocopy of the proof of purchase/cost). Failure of invoices to include the above detail may result in a delay in payment. Invoices must also provide the supplier's National Insurance Number and Schedule D Number. Those registered for VAT must additionally state their VAT number.

Payment Terms

Unless agreed otherwise on booking all invoices will be paid within *30 days* from date of invoice. Invoices should be dated on the last day of the job or after except for were a prior agreement has been made (for example on long tours you will be expected to invoice on a weekly basis, this will be discussed if necessary at the point of booking).

The payment terms will usually be shown on your Purchase Order, if you are unsure please ask.

Overnight and Over 16 hours

For work on any day where it is expected to include overnight and/or more than 16 hours continuous work ULTIMATE ACOUSTICS (UK) LIMITED will endeavour to pre arrange additional payments from our client. The rate will be set at time of booking; no additional charges should be added to your invoice without prior agreement from the job supervisor.

Travel Days

For travel days of less than 5 hours, the daily rate and per diems will be paid and charged at 50%

Short Hour Days

For work for less than 5 hours in a day (that takes place WITHIN the N E Lincs area) the daily rate and per diems will be paid and charged at 50%

Work Clothing

In keeping with our company image we require our freelancers to be smart and cleanly presented in appropriate dress for the work we are asking them to do. ULTIMATE ACOUSTICS (UK) LIMITED branded clothing should be worn at all times whilst on site, unless our client has stipulated otherwise / our client provides alternative clothing.

Certain jobs will require the freelancer to work in their own supplied appropriate "business" suit & tie.

Certain jobs will require specific H&S clothing to be worn. In these instances ULTIMATE ACOUSTICS (UK) LIMITED will be responsible only to supply Reflective Jackets as required. The freelancer is to supply other items, including Steel Toe Capped Boots, Hard Hats and Face Masks when required. The office can offer guidance in how to obtain these items if needed.

These clothing requests will be passed on at time of booking. If you do not possess ULTIMATE ACOUSTICS (UK) LIMITED branded clothing please contact the office in advance of starting the job. On no account should clothing bearing other company / other client logos be worn. We consider these requirements will be met on acceptance of the work.

EXPENSES

All travel arrangements, per diem rates and accommodation standards shall be subject in the first instance to the contract ULTIMATE ACOUSTICS (Serious Productions Ltd) has with its client. The following outlines what ULTIMATE ACOUSTICS (Serious Productions Ltd) endeavours to negotiate with the client.

United Kingdom (within N E Lincs)

ULTIMATE ACOUSTICS (UK) LIMITED will not pay for or provide food, travel or other expenses for work taking place within N E Lincolnshire, EXCEPT when at the discretion of the ULTIMATE ACOUSTICS (UK) LIMITED Head of Department.

Freelancers who wish to be considered for work within N E Lincolnshire are expected to pay for their own transport to and from their home, regardless of where they live.

United Kingdom (outside N E Lincolnshire)

We will endeavour to negotiate a per diem payment of £35 with our clients for work outside N E Lincolnshire. This will be paid for each full day's attendance on-site or at 50% for half days.

However, in all cases per diems, if any, will be paid at the rate agreed with the client and freelancers should enquire about this detail when accepting a contract with us. Per diems will be paid on receipt of an appropriate invoice. ULTIMATE ACOUSTICS (UK) LIMITED do not provide cash per diems.

For most events the food will be provided by the client by way of meal tickets, if you miss your meal you cannot claim expenses for additional food unless prior authorisation has been given by the head of department or job supervisor.

Foreign

We will endeavour to negotiate a suitable per diem payment from our clients for each full day's attendance on site abroad. In all cases foreign per diems, if any, will be paid at the rate agreed with the client and freelancers should enquire about this detail when accepting a contract with us. Per diems will be paid on receipt of an appropriate invoice. ULTIMATE ACOUSTICS (UK) LIMITED do not provide a foreign currency per diem.

ACCOMMODATION

ULTIMATE ACOUSTICS (UK) LIMITED or our client will endeavour to provide or pay for overnight accommodation with breakfast for work outside N E Lincolnshire. ULTIMATE ACOUSTICS (UK) LIMITED will not be responsible for paying any other hotel extras (food, drink, telephone, laundry, video entertainment, etc.) incurred by freelancers.

TRAVEL EXPENSES

ULTIMATE ACOUSTICS (UK) LIMITED will reimburse travel expenses under the following arrangements, providing the authenticated receipts are attached to the invoice.

ULTIMATE ACOUSTICS (UK) LIMITED expects all freelancers to achieve the most beneficial commercial costs to us when acting on our behalf, as appropriate in the circumstances. In view of this we ask that all freelancers ensure they choose the cheapest reasonable expense option in every circumstance.

Travel expenses will be discussed at the time of booking, please ask for details if you are unsure.

DECLARATION

PLEASE SIGN AND RETURN THIS DOCUMENT ON RECEIPT OF YOUR PURCHASE ORDER

I

.....

AGREE TO THESE TERMS OF EMPLOYMENT FOR JOB

(PURCHASE ORDER) NO:.....

Signed: Date:/...../2012

PLEASE ENSURE YOU ENCLOSE A VALID COPY OF YOUR PUBLIC LIABILITY INSURANCE WITH THIS DOCUMENT

PLEASE SEND THIS FORM TO: ULTIMATE ACOUSTICS (UK) LIMITED

UNIT 5D EUROPA PARK

GILBEY ROAD, GRIMSBY DN31 2UJ

OR EMAIL TO: accounts@ultimate-acoustics.co.uk