



STANDARD TERMS OF ENGAGEMENT



You can download this document at www.candt.org

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STANDARD TERMS OF ENGAGEMENT

A Definitions

- A.1 'The Contract' includes the signed Agreement setting out the details of the engagement and these Standard Terms.
- A.2 'The Organisation' is the commissioning organisation named in the Agreement on the front page of this Contract.
- A.3 'The Activity' is as detailed in section 1 of the Agreement.

B The Activity

- B.1 C&T will carry out services as detailed in section 1 of the Agreement. All details regarding the Activity including dates, times, venue and participants (including age, ability and maximum numbers) can only be changed with the agreement of C&T and with reasonable notice of any such change.
- B.2 The Organisation will provide clean, adequate facilities appropriate to enable the Activity to be carried out as agreed.

C The Fee and cancellation

- C.1 The agreed fee is set out in section 5 of the Agreement and is not subject to VAT. C&T will issue an invoice on completion of the Activity and will require payment within 30 days of the date of the invoice.
- C.2 In the event of cancellation by the Organisation six weeks or more before the date on which the Activity will begin, then 50% of the fee will be payable. If the Activity is cancelled by the Organisation less than six weeks before the date on which the Activity will begin, then the full fee will be payable. However, if C&T is able to rebook the allocated time to an alternative activity, then the fee may be waived in whole or in part by C&T at their discretion, depending upon any costs already incurred.
- C.3 If the event is stopped as a result of an uncontrollable event, then neither C&T or the Organisation will be liable for failure to meet the obligations of this contract. An uncontrollable event is an extraordinary natural event that cannot be reasonably foreseen or prevented, such as a flood, earthquake, fire, explosion, industrial dispute, debilitating illness or injury or any other extraordinary event beyond either party's control.

D Children and Vulnerable Adults

- D.1 C&T is committed to the well-being and safety of every child we work with, and operates a Child Protection Policy which defines the principles to which we work. It is supported by a series of Good Practice Guidelines and procedures which cover every area of C&T's work that involves children and applies to all staff and artists who work for the company whether on a permanent, temporary or freelance basis, or working as volunteers. A copy of this policy and the relevant guidelines are available on request or can be downloaded from www.candt.org. C&T undertakes the Enhanced Disclosure process through the Criminal Records Bureau on all staff and artists who are actively involved in work with children and vulnerable adults.
- D.2 Where the Activity involves children or vulnerable adults, the Activity will only take place in the presence of a responsible, adult representative of the Organisation. **It is the responsibility of the Organisation to ensure that this responsible, adult representative is present throughout the activity.**

- D.3 In the case of work in schools, it is a condition of our Child Protection Policy that work can only take place in the presence of a teacher. **It is the responsibility of the School to ensure that a teacher is present throughout the activity.**
- D.4 Many of C&T's projects involve the use of photographs and video footage which may be posted on our websites or used for publicity purposes. C&T is committed to ensuring that all publications, resources and media represent participants appropriately and with due respect. **It is the responsibility of the Organisation to obtain relevant parental consent prior to the activity.**
- D.5 If parental consent is not obtained by the Organisation, this may seriously compromise the planned activity. However, in the event that permission is sought by the Organisation but is refused by the parent/carer, then C&T will ensure that no photos or videos are taken of the individual concerned. **It is the responsibility of the Organisation to inform C&T in writing of any individuals for whom parental consent has been refused.**

E Health and Safety

- E.1 The Organisation is responsible for ensuring that adequate Health and Safety procedures are in force and C&T agree to abide by any such procedures. To enable this, the organisation will induct C&T staff in any relevant procedures before the activity takes place.

F Insurance

- F.1 C&T maintain public liability insurance of £5m and employer's liability insurance of £10m for its employees. The Organisation shall have such insurances as are required by law.

G Equal Opportunities

- G.1 C&T is committed to promoting theatre as an activity for all and to providing access for all people to the arts as participants and practitioners. In order to achieve this, C&T undertakes to ensure that all participants in its range of activities are treated equally and encouraged to develop and maximise their potential irrespective of gender, social class, colour, race, ethnic origin, religion or disability.

H Intellectual property

- H.1 As artists in their own right, all participants retain copyright of their own work created during the Activity. In situations where their finished work draws on specific copyrighted media created by C&T, copyright is jointly owned by the participant and C&T.
- H.2 All intellectual property rights connected to C&T's original thinking and Dramatic Properties are held wholly by C&T. Whilst interaction with the Organisation's participants may inform future Dramatic Properties, all intellectual property rights of those future Dramatic Properties are held by C&T.

I Public Statements

- I.1 From time to time C&T will generate newsletters, press releases and other publicity materials regarding its activities. If the Organisation does not wish to be mentioned in any such material, they must inform C&T in writing that this is the case.

J Confidentiality and Data Protection

- J.1 C&T adheres to the principles of Data Protection as set out in the Data Protection Act and expects the Organisation to adhere to the same principles in respect of this activity. Information regarding Data Protection can be found at www.dataprotection.gov.uk.
- J.2 C&T will retain information regarding the Organisation on its database for the purpose of informing the Organisation of future activities and events which may be of interest. If the Organisation does not wish to have its details retained in this way, they must inform C&T and the details will be removed from the database.
- J.3 At no time will C&T or the Organisation release any confidential information regarding the Organisation to any third person without the Organisation's consent.

