



## GENERAL SERVICE AGREEMENT

THIS GENERAL SERVICE AGREEMENT (the agreement)

BETWEEN:

----- of -----

-----, Scotland, -----

(the "client")

-AND-

Crew 2000 Scotland of 32-32 A Cockburn Street, Edinburgh, Scotland, EH1 1PB

( the "contractor")

### BACKGROUND

- A. The Client is of the opinion that the contractor has the necessary qualifications, experience and abilities to provide services to the client.
- B. The contractor is agreeable to providing such services to the client on the terms and conditions set out in the agreement.

**IN CONSIDERATION OF** the matters described above of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the client and the contractor (individually the "party" and collectively the "parties" to this agreement) agree as follows:

### SERVICES PROVIDED

1. The client hereby agrees to engage the contractor to provide the client with the following services (the "services"):
  - o Provide welfare provisions at music festival or event: -----  
date: -----



- chill out space
- advice and information stall, including drug harm reduction information
- free condoms, lube and dams with sexual health advice
  - o Provide a crisis room at music festival or event:

----- date

- monitored crisis beds for people needing to rest but in no immediate danger
- consult with paramedics to ensure anyone needing first aid or medical attention is transferred to first aid tent as soon as possible
  - o Roaming service at festival or event:

----- date

2. The services will also include any other tasks which the parties may agree on. The contractor hereby agrees to provide such services to the client when and if these are requested in advance and at an additional cost.

### **Term of agreement.**

3. The term of this Agreement ("the Term") will begin on the date of this agreement and will remain in full force and effect until the completion of the services, subject to earlier termination as provided in this Agreement. The Term of this agreement may be extended with the written consent of the parties.

4. In the event that either party breaches a material provision under this Agreement, the non-defaulting party may terminate this Agreement immediately and require the defaulting party to indemnify the non-defaulting party against all reasonable damages.

### **Performance**

5. The parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

### **Currency**

6. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in GBP.



## **Payment**

7. The contractor will charge the client for the services as follows (the "Payment")  
£2,500 for an individual day or night for welfare (chill out space; advice and information; free condoms, lube and dams with sexual health advice; silver foil blankets) with crisis room.  
£1,800 per night for 2 or more consecutive nights for welfare (chill out space; advice and information; free condoms, lube and dams with sexual health advice; silver foil blankets)  
£1,800 for an individual day or night for Welfare only (chill out space; advice and information; free condoms lube and dams with sexual health advice; silver foil blankets)  
£1,500 for 2 or more consecutive nights for welfare only (chill out space; advice and information; free condoms lube and dams with sexual health advice; silver foil blankets)
8. In the event that this agreement is terminated by the client prior to completion of the services but where the services have been partially performed, the contractor will be entitled to pro rata payment of the payment to the date of termination provided that there has been no breach of contract on the part of the contractor.
9. 'This includes preparatory work and purchase of materials'
10. The contractor will be responsible for all income tax liabilities and National insurance or similar contributions relating to the payment and the contractor will indemnify the client in respect of any such payments required to be made by the client.
11. All expenses must be pre-approved by the client.

## **Penalties for late payments**

12. Any late payments will trigger a fee of 15% per month on the amount still owing.

## **Trade secrets**

13. Trade secrets (the "Trade Secrets") include but are not limited to any data or information, technique or process, tool or mechanism, formula or compound, pattern or test results relating to the business of the client, which are secret and proprietary to the client, and which give the business a competitive advantage where the release of that trade secret could be reasonably expected to cause harm to the client.
14. The contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Trade secrets which the contractor has obtained, except as authorised by the client or as required by law. The obligations of confidentiality will apply during the term of this agreement and will survive indefinitely upon termination of this agreement.

## **Ownership of Intellectual property**

15. All intellectual property and related material (the "Intellectual property") that is developed or produced under this agreement, will be the property of the contractor. The client is granted a non – exclusive limited –use license of this intellectual property.
16. Title, copyright, intellectual property rights and distribution rights of the intellectual property remain exclusively with the contractor.



## **Capacity/independent contractor**

17. In providing the services under this Agreement it is expressly agreed that the contractor is acting as an independent contractor and not as an employee. The contractor and the client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

## **Notice**

18. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing or by email and delivered to the parties at the following addresses:

- a) finance@crew2000.org.uk
- b) Crew 2000 Scotland

32-32 A Cockburn street Edinburgh Scotland EH1 1PB

Or to such other address as either party may from time to time notify the other.

## **Indemnification**

Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each party agrees to indemnify and hold harmless the other party, and its respective directors, shareholders, affiliates,

officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

## **Additional Clauses**

20. Bookings can be secured by a non-refundable deposit of £500, payable no later than a month in advance of the event. In the event of the event being cancelled, no refund will be given. If the event is rescheduled within 3 months, crew may, at their discretion, agree to transfer the deposit.

21. 50% of the remaining balance must be paid 7 days before the event.

22. Any remaining balance must be paid in cash in full on the last day of engagement.

## **Modification of agreement**

23. Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidence in writing signed by each party or an authorised representative of each party.



## **Time of the Essence**

24. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

## **Assignment**

25. The contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the client.

## **Entire Agreement**

26. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

## **Enurement**

27. This Agreement will enure to the benefit of and be binding on the parties and their respective heirs, executors, administrators and permitted successors and assigns.

## **Titles/Headings**

Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement.

## **Gender**

29. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

## **Governing Law**

30. This Agreement will be governed by and construed in accordance with the laws of Scotland.

## **Severability**

31. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

## **Waiver**

32. The waiver by either party of a breach, default, delay or omission of any of the provisions of this Agreement by the other party will not be construed as a waiver of any subsequent breach of the same or other provisions.



**In Witness Whereof:** the parties have duly affixed their signatures under hand and seal on this

-----day of -----, -----

Day of -----, WITNESS: -----

----- Address: ----- ----- (Client)

Crew 2000 Scotland

Day of -----, WITNESS: -----

----- Address ----- Per: ----- (seal)

