

## Freelance AV Engineer

Date created: 18/02/2025

### AV Architect Pro

#### Definitions:

**Freelancer** - A UK registered self employed individual liable for their own taxes. They are not a PAYE employee of AV Architect Pro. Freelancers in these terms and conditions are freelancers who are working as an AV engineer for AV Architect Pro.

**Job** - The contracted work given to the freelancer. This can be for a product, service or any other service paid for by AV Architect Pro.

**3rd party:** An individual or company working for or on behalf of AV Architect Pro. The 3rd party must be hired directly from AV Architect Pro as a contracted partner. Any 3rd party hired by any individual, company or otherwise who is not a full time employee of AV Architect Pro is not covered by this contract.

#### Terms:

Freelancers hired by AV Architect Pro agree to follow the terms and conditions of this contract when they accept any work given to them by AV Architect Pro. Should the terms and conditions of their job description change, due to the nature of the event, service or product hired for, a new contract will be sent to the freelancer before they begin work & those terms and conditions will govern the work they provide.

#### Conditions:

By agreeing to work for AV Architect Pro, the freelancer agrees to the following conditions:

- They will work to their best ability and agree that when accepting a job they have thoroughly read the job description and are able to complete the job; thoroughly, adequately, successfully, to the brief given, legally, and completed fully within any time frame set & agreed upon.
- They agree that AV Architect Pro - should they have a reasonable reason - may deduct money from the freelancer's payment or withhold the full amount agreed upon - if the freelancer has broken the terms and conditions of this contract. The freelancer may submit any documents to counter the claim - however AV Architect Pro will be the final decision maker on all disputes arising from all work related to AV Architect Pro within their legal capacity.
- Should they not be able to complete a job or finish a job contract they agree that AV Architect Pro has the right to withhold pay in accordance to the terms in this contract.
- They agree to work in compliance with English law and will not under any circumstances break any laws during any job they have been given by AV Architect Pro. Should the freelancer commit any offense under the provision of AV Architect Pro - AV Architect Pro have the right to share any personal information such as; contact information, name, home address and any other documents that AV Architect Pro have been submitted by the freelancer or otherwise.
- The freelancer agrees to work on behalf of AV Architect Pro and all but not limited to; documents, schematics, products, services, equipment, intellectual property or utilities that AV Architect Pro provides the freelancer to use for work - remains the property of AV Architect Pro. The freelancer may not use any footage or documents from events - provisioned by AV Architect Pro or their clients and their guests for any reason other than to do the job they have been assigned to do - unless permitted in writing.
- The freelancer agrees that when working for AV Architect Pro they may not share any information given to them for any reason other than to do the job they have been assigned to do. The freelancer may not share all but not limited to; details or physical evidence of the job, property or footage of events, productions, products, equipment, documents, utilities and or services to anyone outside of the job unless agreed upon by AV Architect Pro in writing.

#### Certificates & insurances:

The freelancer agrees that they have a Public Liability Insurance with a minimum of £5 million cover for AV engineering work which is in date during all job contracts that the freelancer accepts.

Should AV Architect Pro require additional certificates and insurances - the freelancer agrees to give and use in date documents when conducting jobs for AV Architect Pro. All documents and certificates must be valid at the time and during the entire length of each job contract.

#### Cancellation policy:

Should AV Architect Pro cancel a job contract that the freelancer has accepted the following cancellation fees apply:

14 days before the event date/s: **0% payment**

7 days before the event date/s: **25% payment**

3 days before the event date/s: **50% payment**

1 day before the event date/s: **100% payment**

The percentage of payment reflects a percentage of the total job fees.

#### Payments:

The freelancer must submit an invoice to [techs@avarchitectpro.com](mailto:techs@avarchitectpro.com) after completing any job. Payments will be made within 2 weeks.

Should there be any delay due to a dispute from the client or any dispute regarding the job, AV Architect Pro will make the freelancer aware immediately.

The freelancer may submit any documents to counter any disputes against them.

AV Architect Pro will make the final decision and the freelancer will be notified.

#### This contract:

By agreeing to any job after signing or confirming this contract - the freelancer agrees to these terms and conditions throughout the duration of this contract. The freelancer - to be bound to these terms and conditions - will make one initial confirmation. This will be through an email stating 'I agree to AV Architect Pro's Freelance AV Engineer Contract' - or by signing this document and returning it to AV Architect Pro through email.

**Copyrights, Non-disclosure agreements & Intellectual property:**

Any document, service, equipment or product both digitally and physically that is given to the freelancer from AV Architect Pro is owned by AV Architect Pro and/or their clients, customers or a 3rd party. The freelancer, unless permitted in writing, does not own any, but not limited to, of the aforementioned digital or physical property given to them.

The freelancer agrees when working for AV Architect Pro, unless permitted in writing, to never share any information given to them regarding any, but not limited to; equipment, document, service or product both physically and digitally.

All, but not limited to; copyrights, patents, trademarks and intellectual property given to the freelancer from AV Architect Pro is not owned by the freelancer, unless permitted in writing.

**Contract changes:**

Once this document is signed - the freelancer will be notified of any changes. Should any changes arise they will have to repeat the confirmation process with the new contract.

Any changes to this contract after a job has been accepted and before the end of the job will be inadmissible. After the job has been completed - the freelancer will be notified and prompted to confirm the changes and sign their new contract.

**Termination & Broken contracts:**

This contract does not have a contracted length and can be terminated by either party (AV Architect Pro or the freelancer) for any reason such as;

- Jobs that have been done inadequately.
- Jobs that have not been finished.
- Terms and conditions in this contract have been broken.
- AV Architect Pro no longer requires the freelancer's services.
- The freelancer no longer wishes to work for AV Architect Pro.

Failure to comply with any of the terms and conditions in this contract may lead to AV Architect Pro submitting legal action against the freelancer.

Once this contract has been terminated all payments due will be paid in line with the terms and conditions of this contract.

The freelancer agrees to send all, but not limited to; products, services, documents and equipment back to AV Architect Pro. They will then, and only after sending all of the aforementioned AV Architect Pro items back - destroy all AV Architect Pro documents that they have on all devices they own and any physical versions.

AV Architect Pro will - in accordance with privacy law - destroy property both physically and digitally belonging to the freelancer after returning any products, services, documents and equipment to the freelancer that the freelancer legally owns and any documents regarding their personal data that they wish to collect.

**Governing law:**

This agreement, and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this agreement or its formation (including any non-contractual disputes or claims), shall be governed by and construed in accordance with English law.

**Contact us:**

Should any claim arising from our products or service exist - please contact us immediately: [techs@avarchitectpro.com](mailto:techs@avarchitectpro.com)

**Freelance AV Engineer Full Name & Signature:**

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**Date of signing:**

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*Robyn Williams*