

Freelance Agreement

Agreement Overview

This agreement represents arrangements for self-employed work undertaken by *[NAME]* for *Rewilding Adventure*.

The **purpose** of this agreement is to ensure that the proper commitments are in place and expectations of both parties are clear in order to provide consistent service to Rewilding Adventure and its clients.

The agreement itself is not an offer or guarantee of work and any engagement of services will take place separately for specific dates and events.

This agreement remains valid until superseded by a revised agreement mutually endorsed by the stakeholders.

This agreement outlines associated terms for freelancers when providing services for and on behalf of Rewilding Adventure, including but not limited to:

- Working on events in any role.
- Preparing for events
- Creating resources for events
- Conducting pre-event reconnaissance.
- Meeting and delivering presentations for clients on behalf of Rewilding Adventure .
- Any other “ad hoc” work such as creating documentation or report writing.

Goals & Objectives

The **goal** of this agreement is to obtain mutual agreement for self-employed work undertaken by *[NAME]* for Rewilding Adventure .

The **objectives** of this agreement are to:

- Provide clear reference and guidelines for engaging in work with Rewilding Adventure .
- Give clear payment terms.
- Present a clear, concise and measurable description of expectations for both parties.

Periodic Review

This agreement is valid from *[DATE]* and is valid until further notice. This agreement should be reviewed annually and will be conducted by Rewilding Adventure; if however a review does not take place within this timeframe, the current agreement will remain in effect.

Offers of Engagement

Initial dates will be offered based on the calendar for the season, as well as when provisional bookings are made for activities. The dates are published and shared in good faith; it is very difficult to confirm at an early stage whether all the events listed will run or if provisional bookings will be confirmed. Rewilding Adventure will ensure any changes are communicated at the earliest opportunity.

Closer to the event date (no later than 4 weeks prior) a formal offer of engagement will be sent detailing exact pay and number of days work. The details will include any work required pre-event, exact roles within the event staffing, start times and location.

Offers of engagement should be returned by email in order to formally accept the work.

Payment Terms

Please invoice *Rewilding Adventure* upon completion of the work. Payment will be made up to 30 days from receipt of invoice.

If you are required to work away from home on an expedition, travel expenses may be claimed; the exact rate will be agreed (for example, £0.30 per mile up to a maximum of £60.00).

A float will be available in the event that expenses, such as meals, parking or provisions are incurred whilst working for Rewilding Adventure; alternatively, you can include reasonable expenses on your invoice and attach appropriate receipts. Expenses must be agreed with Rewilding Adventure prior to purchasing.

Expenses in addition to the above unless agreed prior will not be reimbursed by Rewilding Adventure.

Freelancers are responsible for the payment of income tax and provision of a pension in relation to any monies earned whilst working for Rewilding Adventure.

Cancellation or modification

Rewilding Adventure understand that freelance work is often the main income for many people and endeavour to commit to all offers of work. In the event that work is cancelled due to a reason of the freelancer's unforeseen unsuitability for the work, then no payment will be made. There is the possibility that an offer of work has to be cancelled for reasons beyond *Rewilding Adventure's* control. In the event of a *Force Majeure* (such as extreme snow fall or gale force winds), then the work will be rearranged with both the client and the freelancer. For work of 1 or 2 days' duration, if cancelled within one week then no payment will be made (unless cancellation fees are paid by the client- in which payments will be made line with the *Booking Conditions*). For work of 3 days or more, if cancelled for any reason within 1 week, then either alternative work will be guaranteed or at least 50% payment will be paid (greater if cancellation fees from the client is paid); the choice is the freelancers as to which they would prefer.

Notice Periods

Rewilding Adventure reserve the right to cease offering work to freelancers at any time and for any reason at their own discretion. Equally freelancers can refuse offers of engagement as they see fit and cease to continue receiving offers of engagement as and when they wish.

Non-Solicitation

Freelancers will not canvas clients on behalf of their own or other companies in the lead up to the event, on the event itself and after the event has taken place. When working on events freelancers agree to become a representative of Rewilding Adventure and will not distribute business cards or promotional literature for any business that is not Rewilding Adventure. Neither will freelancers wear any clothing or equipment that bears the logo, title or branding of any other outdoor adventure business.

Photography

Any photographs or video taken whilst working on behalf of Rewilding Adventure is considered the intellectual property of Rewilding Adventure. Please share these photographs with Rewilding Adventure so they can be used to promote the events. You will be notified of any photography consent of participants- this features within the *Participant Information Sheet* which also contains the parental consent- please ensure you abide by the wishes of those taking part in events.

Social Media

Rewilding Adventure operates a range of social media platforms in order to share events with the public, past-clients, future clients and those who have taken part in events. It is possible that your image will appear on these platforms. Please notify Rewilding Adventure if you do not wish to appear so. You will be asked to take occasional photographs of events and participants so that they can be shared via social media. Please do not share photographs on any social media platform that purports to be an outdoor adventure business (your own pages) without the express consent of Rewilding Adventure and in line with photographic consent (above); you may share Rewilding Adventure's social

media posts on your private social media pages; in all cases please acknowledge that you were working with Rewilding Adventure and ensure posts are positive in nature.

Conflict of Interest

Whilst it is acceptable and expected that freelancers will work for other organisations or run their own business in the same or a similar industry sector, whilst working for Rewilding Adventure freelancers agree that they will devote the whole of their working time and attention and to use their best endeavours to promote the Company’s general interest.

Confidentiality

During the course of engaging in work with Rewilding Adventure you will be party to information concerning the Company, its products and customers. Such information is to be regarded as strictly confidential. You may not disclose or discuss, with any other person outside the company, information relating to its business including product information or matters relating to security. Any breach of this condition may result in this agreement being terminated, offered work revoked and no future work offered.

Other Terms of Agreement

I have read, understood and am willing to abide by the terms and conditions laid down in the Code of Conduct and Company Driver Agreement and accept that they form an integral part of this agreement.

Issued by: Morgan Lax (for Rewilding Adventure)

Signed:

Date:

Received by: ...[NAME]..... (Freelancer)

Signed:[NAME].....

Date:

APPENDIX 1 - CODE OF CONDUCT

As a representative of the company, Rewilding Adventure expects all freelance staff to conduct themselves in a professional manner and in accordance with the Code of Conduct as set out below. The Code of Conduct forms part of the conditions of employment as set out in the Freelancer Agreement.

BEHAVIOUR AND RESPONSIBILITY

- All clients and other staff should be treated in a courteous and professional manner at all times.
- Health and safety guidelines for participants and other staff must be adhered to.
- Branded clothing may be provided and it is therefore asked that you remain recognisable as a member of Rewilding Adventure staff at any time you are around clients, by wearing the supplied shirts and clothing.
- You are to notify Rewilding Adventure if there are any changes in your suitability to work, for example: health, qualification, driving licence or DBS provision.
- You are required to protect and safeguard all participants whilst they are in the care of Rewilding Adventure
- To supply adventure activities within the remit of qualifications and site specific training, providing challenge to the participants and taking all reasonable steps to ensure safety
- To ensure that you plan for and engage in regular CPD in order to develop as a professional
- For those who are *regular freelancers*- to attend and participate in meetings

RELATIONSHIPS

- You are expected to build a positive and professional relationship with visiting staff and participants
- Please attempt to learn the names of participants and visiting staff as soon as possible- giving value to all who attend
- Use appropriate titles for visiting staff, according to their wishes
- You're not to upload any information onto social networking sites that would portray Rewilding Adventure in a negative light (personal or professional sites). This includes but is not limited to Facebook, Twitter, LinkedIn, Instagram, blogs, etc. Staff are also not permitted exchange personal details with clients including any interaction via social media.
- If you are working alongside your partner you are both to remain professional at all times (participants are never to know about personal relationships within the staffing team)
- The consumption of alcohol apart from a single drink with an evening meal is strictly forbidden whilst on duty.
- All participant information is strictly confidential and must be returned to Rewilding Adventure after an event.
- We appreciate that some staff like to organise additional activities in the evening for participants or staff; this is accepted and is a welcome addition to an itinerary and appreciated, however the activity can't compromise participants' safety or the planned programme

DOWNTIME

- Your downtime during or after your working day must not be allowed to impact on your punctuality or any other aspect of your work. Staff are not to get inebriated during their downtime (regardless of whether clients are insistent that you do so).
- Event staff may be required to be on call for the duration of the event including out of hours and therefore need to be fit for work.
- You may be required to work slightly outside of the times stated and your understanding of the need for flexibility would be expected.

FLOATS

- You may be given a float for an event. You must remain within the budget given.
- Where possible staff must try to get a receipt for all purchases.
- Any additional expenditure must be authorised by Rewilding Adventure
- Floats must be reconciled at the end of the event and given to Rewilding Adventure or left in the glove compartment of their designated vehicle. Staff must not take floats home with them without prior agreement.

MOBILE PHONES AND TABLETS

- A mobile phone/tablet/lap top may be provided for you to use during the event
- If you are using your personal mobile phone please ensure it is charged and switched on at all times you are on duty
- If you need to make personal calls please do so discreetly, and away from participants when safe to do so
- Care must be taken to look after mobile phones/ tablets whilst they are in your possession. Damage caused by individuals may incur a charge which is enforceable at the discretion of Rewilding Adventure

EVENT KIT

- You may be given event kit. This must be returned in the same condition it was sent out. If damage is caused to kit it must be recorded in the kit report form provided.
- Please ensure you bring a change of clothing as all branded clothing will be collected in after an event. Staff are not to take clothing home with them- unless they are a regular freelancer and it is agreed by Rewilding Adventure
- If you are provided with branded equipment please only wear it when representing Rewilding Adventure; ensuring it is kept in good order and clean
- Staff will not be paid until all kit including uniform and their individual floats (if provided) have been returned and all money accounted for.

APPENDIX 2 – Company Driver Agreement to Terms, Conditions, Rules and Regulations

Rewilding Adventure have adopted a basic set of safety rules which all drivers must agree to. Drivers are expected to drive safely at all times. Other rules listed on the agreement form include administrative rules and responsibility for damages.

Driving a Rewilding Adventure vehicle or rented vehicles on behalf of Rewilding Adventure is a privilege, not a right and being removed from the approved Company Driver List is likely to result in a reduced amount of work being offered. The safety of passengers, pedestrians and others should be every driver's highest priority. The following rules are included in conjunction with the Freelancer Agreement and, by signing the agreement each driver agrees to abide by the following terms, conditions, and rules and regulations.

DRIVERS WILL:

1. Hold a valid driver's license
2. Present the licence to Rewilding Adventure upon commencement of the freelancing relationship, and at reasonable intervals as per Rewilding Adventure's periodic checks
3. Notify Rewilding Adventure of any change in circumstances including endorsements that have been added to your licence and changes in medical status.
4. Only drive vehicles which they have been permitted to and are insured to drive.
5. Only agree to drive vehicles that are within their capabilities irrespective of licencing requirements. i.e. use of larger vehicles is strictly limited to those who know it is within their capabilities.
6. Agree that any damage caused by negligence may be chargeable to the individual solely at the discretion of Rewilding Adventure following a review of the circumstances.

ADHERE TO THE FOLLOWING TERMS OF USE

1. Use Rewilding Adventure vehicles for authorised business only.
2. Not permit any unauthorised person to drive the vehicle. Unauthorised drivers may be personally liable for any accident or loss.
3. Operate any vehicle in accordance with Rewilding Adventure regulations, as may be provided in writing or verbally, know and observe all applicable traffic laws and abide by the Highway Code.
4. Not transport unauthorised passengers such as hitchhikers.
5. Ensure that all parking charges are paid in accordance with the rules of the parking area.
6. Notify Rewilding Adventure of the use of any automated tolls.

FOLLOW THESE MINIMUM SAFETY REQUIREMENTS

1. Use seat belts and require all occupants to use seat belts and not operate the vehicle unless all occupants are wearing them.
2. Never permit total occupancy to exceed the number of seat belts.
3. Use safe driving principles, practices and techniques at all times.
4. Use another member of staff as a spotter when manoeuvring larger vehicles- particularly when reversing.
5. Not drive under the influence of drugs or alcohol.
6. Not drive if using a medication that impairs judgment, reflexes or alertness.
7. Ensure they are adequately rested prior to driving
8. Turn the vehicle off, remove the keys and lock the vehicle when it is left unattended.
9. Not drive the vehicle at speeds that are inappropriate for road conditions.
10. Not use a mobile phone (including "hands free" mobile phones, texting, PDAs, computers or any other device) when the vehicle is moving or engage in other distracting behaviour. If the driver must make or take a routine call or text message, the vehicle must be safely stopped, before using a mobile phone.
11. With exception to point 9 the only time a call can be taken whilst driving is with the use of an appropriate hands-free kit and only in exceptional circumstances i.e. responding to an emergency incident during an event.

12. Before leaving, particularly with a rental vehicle or a vehicle that driver does not ordinarily drive, be reasonably satisfied that the following parts and components are in good working order: (brakes, parking Brake, lights & indicators, tyres/wheels, horn, windscreen wipers/washers, wing mirrors and rear view mirror (if fitted)) and that they are familiar with the location of the fundamental controls of the vehicle.
13. Report any defects immediately to Rewilding Adventure to determine if the vehicle is safe to operate.
14. Only stop and assist in road incidents when the safety of the vehicle and passengers is not put t jeopardy

PERFORM REQUIRED ADMINISTRATIVE RESPONSIBILITIES

1. Report all accidents or traffic violations involving a Rewilding Adventure or hire vehicle.
2. Complete damage and mileage logs as provided for the vehicle- including identifying who was driving at a specific time.
3. Immediately report any changes in license status such as points or bans.
4. Personally assume responsibility for any and all fines or traffic violations associated with use of a Rewilding Adventure vehicle or hire vehicle used on company business.
5. Agree and accept that failure to follow driving rules may result in temporary or permanent suspension of driving privileges.
6. Make themselves conversant with the contents of the *In Van Letters* carried within Rewilding Adventure vehicles and provide these to authorities should they be required.

LIABILITY

In the event of damage to vehicles caused through negligence, parking fines, penalties and speeding endorsements the driver of the vehicle remains liable. Rewilding Adventure reserves the right, if it so wishes, to deduct the cost of damages or penalties in part or full from outstanding invoice amounts or bill the individuals concerned.

In the event that accidental damage occurs a nominal set fee of £75 as a contribution to the insurance excess charges incurred by the company or a deduction for the repair itself, whichever is less will be charged to the individual at the discretion of Rewilding Adventure .

On all occasions individuals concerned will be notified of such deductions and the amounts owed.