



Subcontractor Agreement 2018

This agreement/contract sets out the rules and expectations of Blendini MS Limited, trading as Car Chase Heroes and any sub-contractor who agrees to work on any Car Chase Heroes' events during 2018.

Please ensure you read and understand all the below, along with your Subcontractor Staff pack. By agreeing to work on a Car Chase Heroes event, you automatically accept the terms stated in these documents.

- The contract terms apply to all dates agreed to work by the subcontractor, either by email, text message or our new, online booking portal.
- The subcontractor will adhere to all Health and Safety regulations necessary. A copy of these are included in the Subcontractor Staff pack and a copy of each venues Risk Assessment can be found in the sign on trailer.
- The subcontractor will be free to travel and deliver the services required by Car Chase Heroes at whatever location is deemed necessary.
- The initial rate of pay will be £100 per day for a subcontractor's first, evaluation event. After their first event, a rate of pay per day is to be agreed between the subcontractor and Blendini MS Limited. The subcontractor acknowledges and agrees to take all responsibility for their Tax and National Insurance liabilities, Blendini MS Limited cannot be held liable for this.
 - Invoices should be submitted once per month, the invoice should include all dates worked that month, the venues/dates, agreed rates of pay, invoice total and payment details. Further details of invoicing are supplied in the Subcontractor Staff Pack.

All correctly received invoices will be paid on the 20th, or nearest possible date of the following month.

The company will not accept/pay any invoices older than 60 days from the last event date worked.

Invoices received later than the 19th of the following month, or invoices found to be incorrect or missing details during the payment run on the 20th will automatically roll over to the next month's payment date.

- Blendini MS Limited expects any dates confirmed by the subcontractor to be honoured. If, for any reason a date needs to be cancelled by a subcontractor after being confirmed to work, the company expects a reasonable timeframe of 14 days prior to the event notice.
 - Any subcontractor who cancels a date within the 14-day period leading up to an event must provide the company with a suitable, Car Chase Heroes approved replacement subcontractor. This replacement must be offered and approved in writing. Failure to supply a suitable replacement will result in a fine of 50% of the subcontractors agreed rate of pay to cover the company's extra costs finding last minute replacement staff.
- For any dates cancelled by Car Chase Heroes due to weather or any other circumstances out of our control, Car Chase Heroes will pay £50 per day to cover travel expenses. The company will not be liable to pay the subcontractor's full day rate.
- The subcontractor accepts full responsibility for ANY damage caused to company vehicles whilst under their control, either on or off circuit. This INCLUDES any damaged caused during demonstration rides, sighting laps or High Speed rides. Any damaged caused to a vehicle will be invoiced for by Blendini MS Limited and the subcontractor agrees to pay this in full, with no exceptions. Driving company vehicles is not compulsory and a subcontractor agrees to do so entirely at their own risk.
 - This does <u>NOT</u> apply to any damage caused whilst a customer is driving, however any possible damage must be reported <u>IMMEDIATLEY</u> to the event manager. This INCLUDES <u>ANY</u> contact with cones or grass areas; However small you may feel the contact was, the customer must be brought immediately back to the pits and the Event Manager informed. Failure to do so will result in the subcontractor accepting liability for any damage caused. If damaged caused by a customer is deemed to be the result of a subcontractor's failure, then the subcontractor responsible will accept full liability for any damaged caused.
- The company will not be liable for any personal travel or accommodation expenses unless agreed by the company in advance and a valid VAT receipt provided.

- The subcontractor agrees to wear company uniform when possible, if this is not available a black shirt, coat, trousers and shoes should be worn.
- There is a strict Smoking policy, including E-Cigarettes whilst on site, each venue will have a designated smoking area and it is the subcontractor's responsibility to find this out and use ONLY this area. Subcontractors should also be aware that personal mobile phones are not to be used in view of any customer areas.
- There is no mutuality of obligation between the parties to this agreement. The company is not required to offer work to the subcontractor nor is the subcontractor required to accept it.
- The terms of this contract are agreed and accepted by the subcontractor when they agree to work on a Car Chase Heroes event.