



## Equity/ True Grit Wrestling Ltd Terms & Conditions

- 1) **The Performer** is self-employed under this contract for National Insurance & Tax purposes by reason of being engaged under a contract for services.
- 2) **Force Majeure** - no salary shall be paid for shows/bookings where the Performer is unable to perform for any reason beyond the Company's control (such as National Mourning, War, Fire, Strikes or Lock-outs) directly affecting the venue or any Public Authority having jurisdiction. In any such event notice must be given to the Performer forthwith, failing which reasonable expenses must be paid to the performer.
- 3) **Illness or Accident of Performer** - in the event of illness or accident preventing the Performer from appearing, the Company shall be informed at the earliest possible opportunity and, if required by the Company, the Performer must provide a medical certificate forthwith. The Company shall not be obliged to pay the Performer's fee for any performance(s) in respect of which the Performer is unable to perform.
- 4) **Lateness** – The Performer shall make all reasonable efforts to inform the Company and/or other appropriate persons should they be delayed and expect to arrive at the venue later than the agreed time.
- 5) **Copyright Infringement** - the Performer shall not infringe any copyright, patent or other proprietary rights of any party and, in the event of infringement, shall indemnify the Company from and against all damages, liabilities and costs incurred by the Company in consequence thereof. If the Performer's performance is contrary to the law or is objected to by any Licensing or other Public Authority, the contract in respect of which the objection is made may be cancelled by the Company unless the Performer shall forthwith change their performance to remove the illegality or objections.
- 6) **Health & Safety** - the Company undertakes to provide a safe working environment for the Performer. The Company will ensure there is a medic on site during all live shows. The Company will also ensure that there is potable water available for the performer onsite prior to and post-performance.
  - 6.1) The Company shall use their best endeavours to inform the Performer of who they will be performing with at the earliest opportunity prior to the date of the show. The Performer will not unreasonably refuse to work with another performer unless there is a concern over their physical wellbeing. In the event such a concern is raised, the Company and Performer will by mutual consent agree an alternate.
  - 6.2) The Company shall ensure that the condition of the wrestling ring is of a safe standard, that ropes are sufficiently secured to prevent accident or injury throughout the duration of the event. The Company shall use their best endeavours to keep the ring mat as clear of any excess liquids/debris between each wrestling match. The Performer shall be given the opportunity to inspect the performance area and related equipment prior to the start of the event and raise any points of adjustment with the Company.
  - 6.3) The Company will ensure that any equipment or props involved in the match are of a suitable condition fit for the purpose of the match.
  - 6.4) The Performer agrees to notify the Company of any planned crowd interactions (such as dives) in their scheduled performance prior to the show starting to ensure adequate security and so that preparation can be made.

# EQUITY



6.5) The Company & Performer agree to conduct a joint risk assessment for each key stunt/spot in their performance.

6.6) The Performer agrees to read the Company's Dignity at Work Policy upon agreement of this contract to understand how it protects the Performer and the obligations it places upon them.

6.7) The Company acknowledges they have a duty of care towards the Performer. As a way to meet that duty, prior to the date of the performance, a health disclosure form may be required to be completed by the Performer.

**All signatories to this contract are advised to hold Public Liability Insurance. Equity Members "in benefit" are covered by a group Public Liability Insurance policy.**

**7) Audience Behaviour** – The Company will take appropriate action when members of the audience are behaving in a threatening, discriminatory or offensive way to a Performer on the basis of age, disability, ethnicity, gender reassignment, religion, sex or sexual orientation. Please see the Company's Dignity at Work policy.

**8) Code of Conduct-**

The performer agrees :

i. To show respect at all times to all co-workers on the show.  
ii. To remain mindful of the principles of equality and diversity, and ensure that behaviour reflects those principles, regardless of a person's age, race, sex, gender, sexual orientation, marital status, nationality, social background or any other protected characteristic.

iii. To strictly not engage in inappropriate or unwanted suggestive or sexual behaviour with any co-worker.

iv. To escalate any complaints or concerns to the relevant personnel in a suitable and prompt fashion.

v. To use social media responsibly, being aware of the public perception and of any association with True Grit Wrestling.

vi. To take full responsibility for social media posts, and note that harmful, offensive, sexist, racist and/or any other derogatory comments may result in a refusal of working for True Grit Wrestling.

vii. That the Company may request additional information prior to the performer appearing on a show at True Grit Wrestling, this may include but is not limited to DBS checks

viii. To refrain from any behaviour which could be considered bullying or harassment (see separate 'Dignity at Work' Policy).

**9) Venue Environment** – The Company shall provide a clearly defined performance space unless otherwise agreed. The Company shall inform the Performer at the time of booking if the performance is not taking place in a dedicated enclosed space. The Performer shall take appropriate care to

# EQUITY



prevent damage to the equipment provided by the Company or the venue for their use. The Company shall provide reasonable, safe, secure and private changing facilities.

**10) Exclusive Contract** - The Performer warrants that, at the time of signing their contract, they are not under contract to any third party that might preclude them from fulfilling the engagement(s) and that they will not subsequently enter into any such contract. The Performer undertakes to inform the Company if they have another engagement on any of the dates in their contract even if they do not directly interfere.

**11) Recording** – The Performer understands that the Company may be filming their work for broadcast and the Company may produce a DVD/or other physical media of the performance. In the event of the performance footage, part or complete, being sold to a third party, it is agreed the Company will determine with Equity an appropriate additional fee. The Company will use their best endeavours to ensure that no members of the audience are able to make audio/visual recordings of the performance.

**12) Prohibition of act by payment of full contractual fee** - provided that the Company pays the Performer their full contractual fee subject to the Performer duly rendering services or being ready, willing and able to do so, the Company may, without giving any reason, prohibit the whole or part of the performance.

**13) Cancellation** –Cancellation of their contract may only take place by mutual consent which must be confirmed in writing by both parties.

**14) Travel** – Where the Company has agreed to pay the Performer's reasonable travel expenses these shall be reimbursed either on the day of the performance or in advance. The Performer shall be informed in advance if the venue is located in a place involving walking through unlit or unsafe areas so the Performer can make suitable arrangements.

**15) Accommodation** – If the Company has agreed to provide accommodation for the Performer then it shall be agreed whether the Company will pay the cost of accommodation in advance or if the Performer will pay then be reimbursed. Any accommodation provided shall be of a reasonable standard and shall be at a reasonable distance from the venue and the Performer shall not be expected to share a room with another person without their express agreement. The cost of travel between the venue and the accommodation shall be paid by the Company.

**16) Loss of Property** - it is a condition of this contract that the Company is not responsible for loss of, nor damage to, the Performer's property unless such loss or damage is caused by the Company or their servants or agents and/or the property is in the possession or control of the Company at the time of loss or damage.

**17) Confidentiality:** The Performer and the Company agree to respect the confidentiality of all parties to this contract and shall not make any public pronouncements which would be deemed defamatory about the other parties, fellow performers or the venue(s) and their staff. Such 'public pronouncements' include but are not limited to Twitter, Facebook and all other such social media sites. Neither party shall give out the others' contact details without their consent.

**18) Publicity** – The Company shall make clear to the Performer the extent to which they are required to publicise their appearance under this contract. The Performer shall make all reasonable efforts to supply the publicity material requested by the Company to advertise their appearance.

**19) Corrections** to any of the details or objections to the above terms of this contract must be raised with the issuer immediately.