

Consultancy Agreement

Date: 10th March 2006

Parties:

1. **LINDLEY EDUCATIONAL TRUST** ('the Trust') whose registered office is at Head Office, Hollowford Centre, Castleton, Hope Valley, S33 8WB.
2. ('the Consultant') of

Operative Provisions:

This Agreement is a contract for services and NOT a contract of service.

1. Consultancy Services

- 1.1 The Trust engages the Consultant to provide consultancy services to the Trust relating to the delivery of training sessions to the Trust's Clients, and the Consultant agrees to provide such services upon the terms and conditions of this Agreement.

2. Duration

- 2.1 This Agreement shall commence with effect from 1st April 2006 and shall continue until terminated by either party giving to the other not less than 30 days written notice, but subject to earlier termination as provided for in this Agreement.

3. Consultants Obligations

- 3.1 During the period of this Agreement, the Consultant shall make himself available to the Trust at such times and at such locations as the Trust and Consultant shall agree from time to time with no fixed requirement for hours and no guarantee of any work provided by the Trust.
- 3.2 Whilst the Consultant's method of work is his own, he shall be responsible to the Hollowford Centre Manager for the performance of his services and shall comply with the Trust's reasonable requests as to the effective performance of the services.
- 3.3 This agreement is personal to the Consultant and he shall not be entitled to assign or sub-contract any of his rights or obligations under it, without in each case he receives express permission in writing from the Trust.
- 3.4 The Consultant shall perform his obligations with reasonable care.
- 3.5 The Consultant must have an approved level of competence to carry out outdoor activities, he must furnish proof of his approved competence together with any expiry date to enable it to be placed in the Trust's register of competencies, and further he must furnish proof of any re-approval that may become necessary.
- 3.6 The Consultant must have read and agreed to work within the guidelines outlined in the Lindley Educational Trust Ltd 'Code of Practice for Outdoor Activities'. The Consultant shall return a signed copy of the 'Basic Trainer Award (BTA)' form as confirmation that they understand and agree to work within these guidelines and have met the itemized criteria.
- 3.7 The Consultant must be in possession of current Professional Liability and Public Liability Insurance.

3.8 The consultant must undergo or have recently undergone vetting by the Criminal Records Bureau (CRB) to ascertain his/her suitability to work with children and vulnerable adults.

4. Changes to the service and Agreement

4.1 Either party may request in writing change to the type and scope of the services or to any other aspect of the Agreement. Any such request must be sufficiently detailed to enable the other party to assess the effect of the requested change on the cost, any date for performance or any other aspect of the Agreement. Both parties agree to discussions and, if appropriate, agree any changes. Until the change is agreed in writing and signed by both parties, each party will continue to act in accordance with the latest agreed written version of the Agreement.

5. Fees

5.1 Fees in consideration of the services under this Agreement shall be specified by prior agreement between the Consultant and the Trust and confirmed by the Trust in writing.

5.2 The Consultant shall render monthly invoices to the Trust in respect of such fees. All fees shall be payable to the Consultant without deductions of any kind save in respect of any monies owed by the Consultant to the Trust.

6. Expenses

6.1 The Trust will reimburse agreed travel and other reasonable expenses incurred wholly and exclusively in provision of services on behalf of the Trust.

6.2 The Consultant shall provide to the Trust any evidence of such expenses that the Trust may reasonably require.

7. Other Engagements

7.1 Nothing in this Agreement will prevent the Consultant from providing services to another person as an employee or Consultant, provided that any such services or any duties relating to them do not conflict with any responsibilities or duties owed by the Consultant to the Trust pursuant to this Agreement.

7.2 If the Consultant intends to provide a service to one of the Trust's Clients, which is an activity not normally undertaken by the Trust, the Consultant shall inform the Trust of any such service before commencing the service.

7.3 The Consultant will not during the term of this Agreement, or for a period of 6 months afterwards, attempt to solicit or accept work for private gain from any of the Trust's Clients or customers, where the work concerned is the same as, or similar to, the work undertaken as a Consultant on the Trust's behalf.

8. Confidential Information

8.1 The Consultant agrees to treat as secret and confidential and not at any time for any reason disclose or permit to be disclosed to any person or to otherwise make use of or permit to be made use of, any information relating to the Trust's business affairs or finances or any such information relating to a supplier, customer or client of the Trust whether such information was received during the period of this Agreement or otherwise.

8.2 Upon termination of this Agreement for whatever reason, the Consultant will deliver up to the Trust all working papers or other material, any copies thereof, in relation to his duties under the Agreement provided to him or prepared by him either in pursuance of this Agreement or previously.

9. Administrative Support

9.1 The Consultant shall provide his own administrative support in carrying out any of the services: however, the Trust may make available to the Consultant, from time to time, reasonable secretarial and

administrative support at its office at Hollowford, to assist the Consultant in the provision of the services to the Trust's Clients.

10. Tax Liabilities/Status

10.1 It is hereby declared that it is the intention of the parties that the Consultant shall have the status of a self-employed person and shall be responsible for all income tax liabilities and National Insurance or similar contributions in respect of his fees, and the Consultant hereby indemnifies the Trust in respect of any claims that may be made by the relevant authorities against the Trust in respect of income tax or National Insurance or similar contributions relating to the Consultant's duties under this Agreement.

10.2 The Consultant is not entitled to the benefit of any employment contract rights granted to the employees of the Trust, nor to participate in any of the Trust's grievance or disciplinary procedure, nor any other policies or benefits associated with employees or granted to employees of the Trust.

10.3 The Consultant will not at any time and in any circumstances represent himself or hold himself out as an employee of the Trust.

10.4 The Consultant will not at any time commit the Trust to any action, obligation or expenditure.

11. Termination

11.1 Without limitation the Trust may by notice in writing terminate this Agreement immediately if the Consultant shall:

- a) be in breach of any of the terms of this Agreement which, in the case of a breach capable of remedy, is not remedied by the Consultant within 21 days of receipt by the Consultant of a notice from the Trust specifying the breach and requiring its remedy;
- b) be incompetent, or guilty of any serious or persistent negligence in respect of his obligations under this Agreement;
- c) fail or refuse after written warning to carry out the duties reasonably and properly required of him under this Agreement;
- d) be guilty of conduct or a course of conduct, or to be convicted of a criminal offence, which may tend to bring himself or the Trust into disrepute.

12. Notices

12.1 All notices which are required to be given under the terms of this Agreement shall be in writing and shall, in the case of the Trust, be sent to its registered office, and in the case of the Consultant be sent to his address set out in this Agreement or to such other address as he may designate by notice given in accordance with the provisions of this clause.

Signed on behalf of **LINDLEY EDUCATIONAL TRUST:** _____
NAME: _____
DATE: _____

Signed by the **CONSULTANT** _____
NAME: _____
DATE: _____

