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## FREELANCER TUTOR AGREEMENT

- 1 These terms & conditions apply to any work done for the Client (the promoters and organisers of the training course) by the Freelancer (the person delivering the training).
- 2 The Client is under no obligation to offer the Freelancer work; neither is the Freelancer under any obligation to accept work offered by the Client.
- 3 The Freelancer will provide service(s) as mutually agreed, confirmed in writing by the Client.
- 4 The work will be carried out unsupervised and using the Freelancer's own equipment relevant to the subject being taught. The Client will ensure that chairs, tables, flip chart etc are provided as requested.
- 5 The Freelancer confirms that she/he is appropriately insured for her/his work.
- 6 The Freelancer confirms that she/he is self-employed, is responsible for her/his own income tax and National Insurance contributions, and for paying VAT (where applicable) and will not claim benefits or expenses for eg travel, accommodation or refreshments.
- 7 The Client will pay the Freelancer 50% of the net takings after venue, 3<sup>rd</sup> party promotional costs, payment processing, refreshment costs and any requested equipment hire fees have been deducted.
- 8 The completed work will be delivered at the date and time and in the hired venue agreed between the Client and Freelancer.
- 9 The completed work will be based on the description of the proposal made by the Freelancer with the exact content and teaching materials being determined and provided by the Freelancer.
- 10 The Freelancer guarantees that any work that she/he subcontracts on behalf of the Client will be completed to the same standard, schedule and budget and with the same conditions of confidentiality. Subcontracting must be by agreement with the Client.
- 11 The responsibility for engagement, payment and the work of any sub-contracted assistant and/or tutor lies with the Freelancer.
- 12 The Client will NOT provide a facilitator for the event unless agreed otherwise. Duties of the facilitator would include ensuring the smooth running of the event and

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to assist with setting up the room, technology setup, refreshments if appropriate, evaluation forms etc as required.

- 13** The Client's standards for break times for all one day workshops are 15-20 minutes for the morning and afternoon breaks and between 45-60 minutes for lunch. Drinks and biscuits can potentially be made available at additional cost for the morning and afternoon breaks and will be facilitated by the Client if agreed. Lunch is not provided and students/participants are generally expected to vacate the room at lunchtime.
- 14** If the Freelancer's work is unsatisfactory, the Freelancer will rectify at her/his own expense by re-running the course. If refunding is required the course will be treated as if the Freelancer did not attend.
- 15** After the event the Client will provide the Freelancer with a breakdown of the event's costs and the amount for which the Freelancer should submit an invoice.
- 16** Unless agreed otherwise at the outset, payment will be made within 30 days of receipt of the Freelancer's invoice, according to the Late Payment of Commercial Debts (Interest) Act 1998.
- 17** Under the terms of the Data Protection Act 1998, the Client and the Freelancer may keep on record such information (e.g. contact details) as is necessary. Either may view the other's records to ensure that they are relevant, correct and up to date.
- 18** The Client will not provide the Freelancer with any contact details for students/participants unless the student/participant has given their specific consent to do so.
- 19** Either the Client or the Freelancer has the right to terminate a contract for services if there is a serious breach of its terms. If the Freelancer is responsible and costs have been accrued then the Freelancer will be held fully responsible and the situation will be treated as per non-attendance of the tutor.
- 20** In the event of minimum numbers not being achieved by the Booking/Payment Deadline which is set a specific number of days before the event the Client reserves the right to cancel the event. If the minimum numbers are achieved the Booking/Payment Deadline will be extended to enable more people to book.
- 21** If the Freelancer needs to cancel an event as much notice as practicable should be given to the Client. The Client will endeavour to re-arrange the event on another date. Failing that full refunds will be given to all students/participants and the situation will be treated as per non-attendance of the tutor.
- 22** In the event of tutor non-attendance and circumstances including fundamental breach of contract by the tutor, gross delegate dissatisfaction requiring full refunds

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to more than 30% of the delegates then the Freelancer becomes responsible for the payment of all costs accrued including room charges and promotional costs.

- 23** The Freelancer may use the Client's name in her/his promotional material.
- 24** The Freelancer will provide the Client with text for the event(s), a biography, a head/shoulders photograph and a website address (if available) for inclusion on the Client's website and in other promotional material.
- 25** The Client will link associated websites to an appropriate website owned by the Freelancer.
- 26** The Freelancer will provide a link on her/his website to that of the Client's website. The Freelancer will promote and advertise their event as widely as possible.
- 27** The Freelancer will not facilitate the same workshop/class/event at another London venue within 3 months as this may affect attendance and possibly lead to cancellation.
- 28** The Freelancer may bring and sell any of her/his books, CD's or DVD's and keep 100% of the sales. The Freelancer will need to bring her/his own float for this. The Freelancer may also bring any flyers, handouts or business cards to promote any other teaching or therapeutic work that she/he does.
- 29** This agreement is subject to the laws of England and Wales [or Scots or Northern Ireland law, as appropriate], and both Freelancer and Client agree to submit to the jurisdiction of the English and Welsh [or Scots or Northern Ireland] courts.

*Signed by the Freelancer:* \_\_\_\_\_

*Name:* \_\_\_\_\_

*Date:* \_\_\_\_\_

*Signed on behalf of the Client:* \_\_\_\_\_

*Name:* \_\_\_\_\_

*Position:* \_\_\_\_\_

*Date:* \_\_\_\_\_