Self Employed Contractor Agreement

Between

(1) The Cultural Partnership: ‘more arts.’

and

(2) [Insert name of contractor]

DATED [Insert date]

THIS AGREEMENT is made the [Insert day] day of [Insert month]

BETWEEN:

The Cultural Partnership: More Arts (“the Charity”), registered as an incorporated charity no. 1154785, whose registered office is at 14 Culver Lane, Earley, Reading RG6 1DS

and

[Insert name of contractor] whose address is [Insert Contractor’s address] (“the Contractor”)

WHEREAS:

(i) The Charity appoints the Contractor to provide specified Services (“the Services”) to the Charity and the Contractor agrees to provide such Services for the Duration of the Agreement and upon the terms and conditions in the Agreement.

(ii) The Contractor shall not be employed by the Charity but shall be self-employed for the Duration of this Agreement.

IT IS AGREED as follows:

1. Contractor’s Services

The Services to be performed by the Contractor under this Agreement include:

* + 1. specified services as per the attached addendum / job description
    2. such other services as the Charity and the Contractor may agree upon from time to time, during the duration of this Agreement.

1. Duration of the Agreement

The Agreement shall commence with effect from [Insert date of agreement] until [Insert termination date] or until this Agreement is terminated in accordance with Clause 11.

1. Contractor’s Obligations

For the Duration of the Agreement the Contractor shall:

* + 1. perform the Contractor’s Services described in Clause 1 of this Agreement;
    2. make themselves available to the Charity for not less than [Insert minimum working hours] working hours during each month and for not more than [Insert maximum working hours] during each month, at such times and such locations as the Charity and Contractor shall agree from time to time; and
    3. perform their obligations in an expert and diligent manner and to the best of their ability.

1. Fee
   * 1. The Charity agrees to pay the Contractor an hourly fee of [Insert fee] (exclusive of Value Added Tax) for Services delivered.
     2. The Contractor shall send an invoice to the Charity monthly, no later than 7 days after the end of each month. The invoice shall list hours worked on each project and the payment due for the month, including Value Added Tax if the Contractor is subject to Vat.
     3. The Charity agrees to pay the Contractor’s monthly invoice within 14 days.
     4. Under no circumstances should an invoice be delayed more than 7 days beyond the end of the month.
2. Tax Liabilities

The Contractor warrants and represents to the Charity that they are an independent contractor of Self-Employed status.

The Contractor undertakes to the Charity that they will:

* + 1. pay all tax and National Insurance contributions in relation to payments made to them by the Charity pursuant to this Agreement; and
    2. indemnify the Charity in respect of any claims that may be made by the relevant authorities against the Charity in respect of tax, National Insurance or similar contributions relating to the Services.

1. Exclusivity of Service and Competition
   * 1. The Contractor agrees that they will not, without the written consent of the Charity, be in any way directly or indirectly engaged or concerned in any other business or undertaking where this is or is likely to be in conflict with the interests of the Charity or where this may adversely affect the efficient discharge of the Contractor’s duties under this Agreement.
     2. For the purposes of this Clause 6, a conflict of interest is deemed to include, without limitation, providing like or similar services to any other organisation engaged in business similar or the same as that of the Charity, such business being the provision of services to Artists and loan of paintings to Businesses or third parties in Wokingham Borough and environs, as determined by the Board of Trustees of the Charity.
2. Confidential Information

The Contractor shall neither throughout the Duration of this Agreement (except in the proper performance of their obligations) nor at any time (without limit) after the termination thereof, directly or indirectly:

* + 1. disclose to any person, company, business entity or other organization whatsoever, any trade secrets or confidential business information relating or belonging to the Charity or its associated organisations, including but not limited to any such information relating to customers, customer lists or requirements, price lists or pricing structures, marketing and sales information, business plans or dealings, employees or officers, financial information and plans, designs, formulae, specific technical information, research activities, any document marked “Confidential”, or any information which they have been told is confidential or which they might reasonably expect the Charity would regard as confidential, or any information which has been given to the Charity or any associated organization in confidence by customers, suppliers and other persons.
    2. The Contractor shall not at any time throughout the Duration of this Agreement make any notes or memoranda relating to any matter within the scope of the Charity’s business, dealings or affairs otherwise than for the benefit of the Charity or any associated organisation.
    3. The obligations contained in Sub-Clause 7.1 above shall cease to apply to any information or knowledge which may subsequently come into the public domain after the termination of this Agreement, other than by way of unauthorised disclosure.

1. Intellectual Property
   * 1. All records, documents, papers (including copies and summaries thereof) and other copyright protected works made or acquired by the Contractor in the course of carrying out their obligations under this Agreement, together with all the worldwide copyright and design rights in all such works, be and at all times remain the absolute property of the Charity.
     2. In the event that the Contractor creates any documents or other works during the course of carrying out their obligations under this Agreement, the Contractor agrees that such works shall, for the purposes of the Copyright Designs and Patents Act 1988, be deemed to have been created in the course of contracted Services to the Charity. The Contractor hereby waives all rights arising under Chapter I and Chapter IV of that Act in respect of any such works.
2. Termination

Without limitation both Parties may terminate this Agreement with immediate effect by giving written notice to the other Party if the other Party:

* + 1. commits any breach of this Agreement and, in the case of a breach which is capable of remedy, fails to remedy it within 14 days after receiving written notice giving full particulars of the breach and requiring it to be remedied; or
    2. is incompetent, guilty of gross misconduct and/or any serious or persistent negligence in respect of their obligations hereunder.

PROVIDED ALWAYS that the Charity may not terminate this Agreement solely for the reason of the Contractor’s absence through illness or injury unless such illness or injury prevents the Contractor from providing the agreed Services to the Charity.

1. Charity Property

On the termination of this Agreement, the Contractor must immediately return to the Charity in accordance with its instructions all equipment, correspondence, records, specifications, software, models, notes, reports and other documents (and any copies thereof) and any other property belonging to the Charity or its associated organisations, which are in their possession or under their control. The Contractor will, if so required by the Charity, confirm in writing that they have complied with their obligations under this Clause 10.

1. Notice of termination
   * 1. All notices to be given under this Agreement by either Party to the other shall be in writing and shall be served by sending the same by registered post or recorded delivery to the last known address of the other Party and any receipt issued by the postal authorities shall be conclusive evidence of the fact and date of posting of any such notice.
     2. All notices delivered in accordance with Sub-Clause 11.1 shall be deemed to be received within seven days of posting provided that the notice is sent to the following addresses in respect of each party:
2. The Cultural Partnership (“the Charity”)  
   Mr Robert Grindley, 14 Culver Lane, Earley, Reading RG6 1DS
3. [Insert Contractor name] (“the Contractor”)  
   [Insert Contractor’s address]
4. Relationship of the Parties

Nothing in this Agreement shall render the Contractor an employee, agent or partner of the Charity and the Contractor shall not hold themselves as such.

13. Law and Jurisdiction

This Agreement is to be governed by and construed in accordance with the Laws of England and Wales and the Parties hereto submit to the exclusive jurisdiction of the English and Welsh Courts in respect of any dispute and/or legal proceedings in respect of this Agreement and any matter arising hereunder.

IN WITNESS WHEREOF this Agreement has been duly executed the day and year first before written

SIGNED by

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Chairperson / Treasurer

for and on behalf of The Cultural Partnership: ‘more arts.’

SIGNED by

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[Name and title of person signing for the Contractor]

for and on behalf of [Contractor’s name]