

## Contract of Services - INSET

This service agreement (the "Agreement") is dated: **(Date)**

Client: **(School)** (the "Client").

Contractor: The Literacy Tree Ltd, CS.301 Clerkenwell Workshops, 27/31 Clerkenwell Close, London, EC1R 0AT (the "Contractor").

### BACKGROUND

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

### SERVICES PROVIDED

1. The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services"):

Delivery of a **(Launch/Embed)** INSET **(Whole Day/Half Day)**

On the **(Date)**

For **(No.)** delegates

At **(School Name), (Address)**

2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

## TERM OF AGREEMENT

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.
4. In the event that either Party wishes to terminate this Agreement prior to the completion of the Services, that Party will be required to provide 14 days written notice to the other Party.
5. In the event that the Contractor cannot fulfil the Agreement due to illness, the Contractor reserves the right to either move the Service to another date within the next 7 calendar days, send a different consultant to deliver the INSET or host the INSET remotely.

## PERFORMANCE

6. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

## CURRENCY

7. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in GBP.

## PAYMENT

8. The Contract will charge the client a flat fee of (£) for the Services (the "Payment").

9. The Contractor will invoice the Client as follows:

Payment must be made 2 weeks prior to the delivery date.

10. Invoices will be submitted by the Contractor to the Client when the Service has been booked.

11. In the event that this Agreement is terminated by the Client prior to completion, but within 14 days of the delivery date, the Contractor will be entitled to charge 100% of the Payment to the Client, provided that there has been no breach of contract on the part of the Contractor.

12. In the event that this Agreement is terminated by the Client prior to completion, but between 15-30 days of the delivery date, the Contractor will be entitled to charge 50% of the Payment to the Client, provided that there has been no breach of contract on the part of the Contractor.

13. The Payment as stated in this Agreement does not include Value Added Tax. Any Value Added Tax required will be charged to the Client in addition to the Payment.

14. The Contractor will be responsible for all income tax liabilities and National Insurance or similar contributions relating to the Payment and the Contractor will indemnify the Client in respect of any such payments required to be made by the Client.

15. The Contractor will be solely responsible for the payment of all remuneration and benefits due to the employees of the Contractor, including any National insurance, income tax and any other form of taxation or social security costs.

16. The Contractor will not be reimbursed for any expenses incurred in connection with providing the Services of this Agreement, except in the cases where accommodation and travel expenses have been discussed and approved by the Client.

#### CAPACITY/INDEPENDENT CONTRACTOR

17. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service.

#### AUTONOMY

18. Except as otherwise provided in this Agreement, the Contractor will have full control over working time, methods, and decision-making in relation to the provision of the Services in accordance with the Agreement. The Contractor will work autonomously and not at the direction of the Client. However, the Contract will be responsive to the reasonable needs and concerns of the Client.

#### EQUIPMENT

19. Prior to the delivery date, the Contractor will provide the Client with all necessary printable materials, which the Client will have to produce for their staff at their own expense. The Client will need these resources for the Contractor to successfully deliver the Service in accordance with the Agreement.

## MODIFICATION OF AGREEMENT

20. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing and signed by each Party or an authorised representative of each Party.

SIGNED by CLIENT

NAME:

POSITION:

SCHOOL NAME:

DATE:

SIGNED by CONTRACTOR

Jacques Morgulis

Business Manager

The Literacy Tree Ltd

DATE: