

Self-employed visiting music teacher Consultancy agreement

Dated

and

THIS AGREEMENT (the "Agreement") is dated:

Parties:

a

("the School");

and

b

ne

("you").

Whereby it is agreed that:

1. Consultancy services

- 1.1 Subject to appropriate regulatory checks (including, but not limited to, an enhanced check from the Disclosure and Barring Service ("DBS") including Children's Barred List check and a prohibition from teaching check) and receipt of satisfactory references, the School will make its facilities available to you for the purpose of you providing the services (details of which are set out below) to the School's pupils relating to the provision of instrumental music lessons and you agree to provide the services upon the terms and conditions contained within this Agreement.
- 1.2 In the performance of the services under this Agreement, you will not hold yourself out as being an employee or worker of the School and acknowledge that you have no authority (and shall not hold yourself out as having authority) to bind the School.
- 1.3 The School will introduce pupils to you who have expressed an interest in taking music lessons; however, the School cannot guarantee that pupils will enrol with you, nor can it guarantee that there will be any such pupils taking up the services under this Agreement at any one time. The services you will provide will depend on the number of pupils who have enrolled for the services. The School will, as far as possible, take all reasonable steps to ensure a fair allocation of pupils amongst those providing instrumental music lessons.
- 1.4 You will be responsible for arranging a timetable that is suitable for the needs of the pupils and takes into consideration other school commitments (provided these commitments are notified to you at least two weeks in advance). Assistance with timetabling is available from if necessary.

For guidance notes relating to this agreement, visit theMU.org/VMTAgreement

2. The school's obligations to you

- 2.1 In consideration of you meeting the obligations below, the School shall:
- 2.1.1 Promote your services to pupils attending, or wishing to attend, the School and their parents.
 - 2.1.2 Make reasonable efforts to introduce you to pupils who wish, or may wish, to be taught by you and/or their parents.
 - 2.1.3 Grant you non-exclusive permission to use a reasonably clean room with adequate heating and lighting suitable for the sole purpose of you teaching music lessons to the School's pupils. This room will usually contain . The room will remain under the management and control of the School and will only be available to you whilst you are teaching pupils of the School. The School retains a right of entry at all times and nothing in this Agreement shall grant you any right of sole use. The School reserves the right to impose the Facilities Charge (as defined and referred to in clause 5.1) for the use of this room in accordance with clause 5.1.
 - 2.1.4 Ensure that its Department of Music provides you with such reasonable support and assistance as you may reasonably require to co-ordinate your lessons with the School's timetable, with other visiting music teachers and to tackle non-attendance at your lessons. In doing this, the School will ensure, as far as possible, that you have access to, or are provided with, an accurate school calendar at the start of each academic year to assist with timetable planning.

3. Your obligations to the school

- 3.1 In consideration of the School meeting its obligations at clause 2, you shall:
- 3.1.1 Teach music lessons during the School terms (the dates of which are available from the School's calendar on to pupils introduced to you by the School. For the avoidance of doubt, you have the choice to refuse to teach any pupil introduced to you by the School.
 - 3.1.2 Pay the Facilities Charge in accordance with the payment terms in clause 5 of this Agreement.
 - 3.1.3 Be entirely responsible for arranging and timetabling your music lessons directly in consultation with the pupils introduced to you. Such music lessons are to take place during the hours when the School is open in term time (as notified to you by the School from time-to-time) and subject to the timetabling needs of the School.
 - 3.1.4 Be entirely responsible for the format and content of the lessons and methods of teaching.
 - 3.1.5 Record and maintain (in a register) details of pupils who attend and miss the lessons that you provide and, on request, provide the School with a copy.
 - 3.1.6 During lesson times, provide proper supervision of the pupils using your services and take reasonable steps to ensure that they comply with the School's reasonable standards of conduct and behaviour.
 - 3.1.7 Attend and/or complete safeguarding training as required by the School and comply with the School's safeguarding and child protection related policies and procedures [as annexed to the Schedule to this Contract / provided to you with this Contract / [insert alternative arrangements]] and as updated from time-to-time.
 - 3.1.8 Observe such other reasonable and lawful policies and procedures as shall be notified to you by the School from time-to-time, including (without limitation) those relating to
 - 3.1.9 Comply with all applicable laws, regulations and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010.
 - 3.1.10 Comply with your data protection obligations as set out in clause 8 of this agreement.
 - 3.1.11 Immediately report to any material complaint you receive in relation to the services.
 - 3.1.12 Take out and maintain with a reputable insurance provider an adequate policy of insurance to cover:
 - 3.1.12.1 Public liability insurance for a minimum sum per event of £ ; and if necessary, other insurance that is required as listed below;
 - 3.1.12.2

- 3.1.13 Supply (on request) to the School copies of such insurance and evidence that the relevant premiums have been paid.
- 3.1.14 Not engage in any activity, practice or conduct which would constitute either a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017; or a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017.
- 3.1.15 When required, give the School such written or oral advice or information regarding the provision of the services as it may reasonably require.
- 3.1.16 Make every effort to rearrange any lessons which you are unable to attend, through illness or other circumstances.

4. Pupil fees

- 4.1 The School cannot act as an agent for either you or the parent and will have no involvement in either invoicing or payment. You will be responsible for invoicing the parents/carers of the pupils you teach directly and pursuing unpaid invoices.
- 4.2 You are free to set your own charging rate and should notify the School, in writing, at least one term in advance of the rate you will charge for the following term.

5. School payment terms

- 5.1 The charge payable for use of the School's facilities is £ of VAT for each minute period (the "Facilities Charge"). The Facilities Charge is subject to annual review, and you will be given one term's notice of any increase, normally to take effect at the beginning of each academic year.
- 5.2 The School shall invoice you for the Facilities Charge termly in arrears, based on the number of music lessons you have offered. Each invoice is to be settled by you within 30 days of receipt.
- 5.3 In the event of repeated or unreasonable late payment, without limiting any other right or remedy available to the School, the School may terminate this Agreement and/or suspend its obligations to you.

6. Termination

- 6.1 This Agreement may be terminated by either you or the School giving to the other party at least a term's notice in writing. For the purpose of this clause, the following definitions shall apply:
 - 6.1.1 "A term's notice" means notice given before the first day of term and expiring at the end of term; and
 - 6.1.2 "Term" means the period (including weekends) during which pupils are normally in attendance at the School.
- 6.2 In addition to clause 6.1, the School reserves the right to terminate this Agreement without notice if you:
 - 6.2.1 Have been in breach of any term of this Agreement which (in the case of a breach capable of being remedied) has not been remedied by you within 14 days of receipt by you of a written notice from requiring you to do so;
 - 6.2.2 Have conducted yourself in any manner which in the School's view (on a reasonable and informed basis) has brought or is likely to bring either you or the School into disrepute;
 - 6.2.3 Have a bankruptcy order made against you or make any arrangement with your creditors or have an interim order made against you; or
 - 6.2.4 Are convicted of any criminal offence other than a minor motoring offence under the Road Traffic Acts.
- 6.3 In addition to clause 6.1, you have the right to terminate this Agreement without notice if the School has been in breach of any term of this Agreement which (in the case of a breach capable of being remedied) has not been remedied by the School within 14 days of receipt by of a written notice from you to do so.
- 6.4 Any School property in your possession (including but not limited to) and any original or copy documents obtained by you shall be returned to the School at any time on request and in any event on or before the termination of this Agreement. Subject to the School's data retention guidelines and any legal obligation to retain information, you also undertake to irretrievably delete any information relating to the business of the School stored on any magnetic or optical disk or memory, and all matter derived from such sources which is in your possession or under your control outside the premises of the School. This obligation includes requiring any substitute appointed under clause 10 of this Agreement to delete such information where applicable. If so requested, you shall provide a signed statement that you, and any substitute, have complied fully with your obligations under this clause 6.4, together with such evidence of compliance as the School may reasonably request.

7. Confidential information and school property

- 7.1 For the purpose of this clause, "**Confidential Information**" means information in whatever form (including, without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the School, its pupils and their families, staff, the governors, or regarding the affairs and finances of the School for the time being confidential to the School, whether or not such information (if in anything other than oral form) is marked confidential.
- 7.2 You acknowledge that, in the course of your engagement under this Agreement, you will have access to Confidential Information. You therefore agree to accept the restrictions set out in this clause.
- 7.3 You shall not (except in the proper performance of the services), and shall procure that any substitute shall not, either during their engagement under this Agreement or at any time after its termination, use or disclose to any third party (and shall use your best endeavours to prevent the publication or disclosure of) any Confidential Information.
- 7.4 The restriction in clause 7.3 does not apply to:
- 7.4.1 Any use or disclosure authorised by the School or as required by law; or
- 7.4.2 Any information which is already in or comes into the public domain otherwise than through your (or any substitute's) unauthorised disclosure.
- 7.5 All documents and manuals provided for your use by the School, and any data or documents (including copies) produced, maintained or stored on the School's computer systems or other electronic equipment, remain the property of the School.

8. Data protection and data sharing

- 8.1 In this clause references to "Data Protection Legislation" mean all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR), the Data Protection Act 2018 (and regulations made thereunder) or any successor legislation, and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).
- 8.2 "Controller", "Data Subject", "Personal Data", "Personal Data Breach", "Processing" and "appropriate technical and organisational measures" shall bear the meanings given to those terms respectively in the Data Protection Legislation.
- 8.3 You acknowledge that for the purposes of the Data Protection Legislation, you are a Controller of the Personal Data you Process when performing services under this Agreement.
- 8.4 As a Controller you will comply with your obligations under the Data Protection Legislation which arise in connection with Processing Personal Data including, but not limited to:
- 8.4.1 Processing Personal Data fairly, lawfully and in a transparent manner;
- 8.4.2 Making available a privacy notice to each Data Subject shortly before or at the time you collect or Process their Personal Data;
- 8.4.3 Responding to any request made by a Data Subject in accordance with their rights under Data Protection Legislation;
- 8.4.4 Paying the appropriate data protection fee annually (unless exempt) in accordance with the Data Protection (Charges and Information) Regulations 2018 and any successor legislation; and
- 8.4.5 Complying with your obligations to report a Personal Data Breach to the Information Commissioner's Office (and any successor) and Data Subjects where applicable.
- 8.5 The parties will share Personal Data where it is necessary to perform their respective obligations under this Agreement ("Shared Personal Data"). The parties will not Process Shared Personal Data in a way that is incompatible with this Agreement including for marketing purposes.
- 8.6 The parties will use secure methods to share, store and otherwise Process Shared Personal Data. This will involve Shared Personal Data being anonymised, encrypted or password protected.
- 8.7 The parties undertake to have in place throughout the duration of this Agreement appropriate technical and organisational security measures to prevent a Personal Data Breach involving the Shared Personal Data.
- 8.8 The parties each agree to provide such assistance as is reasonably required to enable the other party to comply with the Data Protection Legislation including, but not limited to:

8.8.1 Requests from Data Subjects to exercise their rights under the Data Protection Legislation within the time limits imposed by the Data Protection Legislation; and

8.8.2 Obligations relating to the handling and reporting of any Personal Data Breach.

8.9 Where requested, you shall make arrangements to satisfy the School that Personal Data is processed in a proper manner and in accordance with Data Protection Legislation. The School may cease to provide access to pupils until it is satisfied that you are able to be compliant with Data Protection Legislation. In the event that the School considers that you have not been compliant and/or are not able to comply with Data Protection Legislation, the School may terminate this Agreement.

9. Status

9.1 You are a self-employed person and nothing in this Agreement shall render you as an employee, worker, agent or partner of the School and you shall not hold yourself out as such. You shall be fully responsible for and shall indemnify the School against any liability, assessment or claim for:

9.1.1 Taxation whatsoever arising (including all income tax liabilities and National Insurance or similar contributions) in respect of any payments for lessons provided to pupils of the School, where such recovery is not permitted by law. You shall further indemnify the School against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the School in connection with or in consequence of any such liability, deduction, contribution, assessment or claim other than where the latter arise out of the School's negligence or wilful default; and

9.1.2 Any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by you, or any substitute appointed in accordance with clause 10 of this Agreement, against the School arising out of or in connection with the provision of the services under this Agreement.

9.2 The School may, at its option, satisfy such indemnity (in whole or in part) by way of deduction from any payments due to you.

10. Substitution

10.1 You may, at any time, nominate such other person as you shall in your reasonable discretion determine to provide the music lessons, subject to obtaining the prior written consent of the School (such consent not to be unreasonably withheld, conditioned or delayed).

10.2 You agree that any person performing the services for the School under the terms of this clause shall be in a contractual relationship with you and not with the School.

10.3 You shall be solely responsible for the payment of any fee due to any person appointed under this clause 10 in consideration of him/her providing the services.

10.4 You undertake to take steps to ensure that any person nominated under the terms of this clause is aware of, and will comply with, your obligations under this Agreement and will provide, in advance, satisfactory references and an enhanced DBS check (with Children's Barred List check) and any further regulatory checks as requested by the School.

11. Other Activities

Nothing in this Agreement shall prevent you from being engaged, concerned or having any financial interest in any capacity in any other business, trade, profession or occupation during the period of this Agreement, provided that such activity does not cause a breach of any of your obligations under this Agreement.

12. Third party rights

None of the provisions of this Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on any person who is not named as a party to this Agreement.

13. Entire agreement

This Agreement constitutes the entire agreement between the parties in relation to its subject matter and supersedes any prior written or oral agreement between them relating to such subject matter and the parties confirm that they have not entered into this Agreement on the basis of any representations that are not expressly incorporated in this Agreement.

14. Governing law

This Agreement and any dispute or claim arising out of it or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with the law of England and Wales.

15. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement or its subject matter or formation (including non-contractual disputes or claims).

SIGNED by or on behalf of the parties on the date first set out in this Agreement.

Signed by

Date

Name

for and on behalf of

the School

Signed by

Date

You

Schedule

Safeguarding and child protection policies

School policies

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