SELF-EMPLOYED AGREEMENT FOR THE PROVISION OF SERVICES

**This Agreement for Services is made on …………. 20[ ]**

**(“the Agreement Date”) between:**

1. **The University of the Arts London Students’ Union, 272 High Holborn, London, WC1V 7EY (the Union) and**
2. **[Name and Company Number or Name of self-employed contractor] of [Address] (“the Contractor”).**

THIS AGREEMENT is to be read in conjunction with the Standards of Professional Behaviour and both form part of the self-employed agreement between the Contractor and the Union.

**WHEREAS:**

This Agreement sets out the terms of your engagement as an independent self-employed contractor from the Agreement Date and shall continue until DATE. **IT IS AGREED** as follows:

1. **APPOINTMENT AND STATUS**
	1. The Union appoints the Contractor, and the Contractor agrees to provide the services as specified in the Schedule (“the Services”) to the Union under the terms and conditions contained in this Agreement.
	2. It is acknowledged by the parties that this is an Agreement for Services and that the status of the Contractor is that of an independent self-employed contractor to the Union and nothing in this Agreement shall render the Contractor an employee, worker, partner, agent or officer of the Union and the Contractor shall not hold himself or herself out as such.
	3. Subject to clause 11, the Contractor is free to accept work from any other organisation, whether as an employee or in any other capacity, provided that such work does not affect or prejudice the Union’s rights under this Agreement. The self-employed Contractor shall be under no obligation to accept work from the Union.
	4. No clauses in this agreement are intended to imply any interpretation of employment and the Union is under no obligation to provide continuing work to the self-employed Contractor.
	5. The Contractor has no authority (and shall not hold themselves out as having authority) to bind the Union into any arrangement/contract, unless the Union has specifically permitted this in writing.
	6. Each individual job carried out for the Unionconstitutes a separate contract between the Union and the self-employed Sub-Contractor which will be governed by the Terms and Conditions of that contract. All self-employed Sub-Contractors must also ensure that they are fully conversant and agreeable to the “Terms and Conditions/Handbook” document provided by the Union and have complied with the necessary confirmation of this.
	7. Sub-contracting of this contract is not permitted.
2. **PERFORMANCE AND TYPE OF SERVICES**
	1. During the appointment the Contractor agrees to provide, {describe the services to be provided e.g. teaching, caring, fitness} services within the scope of their professional competence and fully in line with the terms and conditions set out in this Agreement. The contractor must be appropriately qualified/trained to provide this service and maintain any required accreditations, professional body registrations, training levels and or qualifications and able to provide evidence of such.
	2. They will provide the Services for the Union, as set out in the Schedule or as may otherwise be notified by the Union upon the terms and conditions contained in this Agreement and during the period specified in the Schedule to this Agreement (“the Period”) subject to the termination of this Agreement in accordance with clause 13. They shall comply with any reasonable timescale requested by the Union for the completion of any part of the Services.
	3. They will be required to report to the person referred to in the Schedule of this Agreement or the departmental nominee, in respect of the performance of the Service
	4. To devote such of their time, attention and skill to the business of the Union as shall in the opinion of the Union be necessary for the proper and timely performance of the service.
	5. To carry out the Service in an expert and diligent manner, in line with the Union standards of behaviour and to provide their services to the best of theirskill/ability.
	6. To abide by the standards set out in any relevant legislation affecting or relating to the activities of the Contractor or the Union. The Head of Department or nominee will notify the Contractor as to any specific Union policies/procedures relevant to undertaking this service.
	7. They must not accept or request any inducement, gift or hospitality.
	8. To warrant that they are not acting and will not act in breach of any other agreement between themselves and any third party by entering into or performing the Services under this Agreement.
3. **ABSENCES**
	1. If the Contractor is unable or unwilling to provide the Services for any reason they shall notify the Head of Department or nominee specified in the Schedule as soon as reasonably practicable with a minimum of 24 hours in advance. Repeated or regular alterations to provision of service on the part of the contractor result in early or immediate termination with no compensation being payable.
	2. The Contractor shall not be entitled to sick pay or paid contractual or statutory annual leave, as a self-employed contractor. The Contractor is not entitled to any of the statutory rights extended to an employee as defined by Section 230 of the Employment Rights Act 1996 and set out in that Act as a whole.
4. **DISCLOSURE AND BARRING SERVICE ("DBS")**
	1. Prior clearance from the DBS may be required depending on the type of work the Contractor is engaged to perform. If so, this will be applied for on your behalf and a recharge may be incurred.
5. **PLACE OF WORK**
	1. During the period of the Agreement the Contractor shall provide the Services at the times and places agreed with the Head of Department or nominee specified in the Schedule to this Agreement.
	2. The Contractor shall be provided with such office facilities, including access to support staff, as is deemed necessary and available by the Head of Department or nominee, to enable the Contractor to effectively perform the Services.
6. **FEE FOR SERVICES**
	1. In consideration of the Services rendered by the Contractor *and subject to clause 6.3 below*, the Union shall pay to the Contractor a fee (the “Fee”) at the rate of and in the manner specified in the Schedule to this Agreement.
	2. The fee for service/s will be agreed in writing for the length of the agreement and will be reviewed at the organisations discretion and schedule, annually as a minimum.
	3. The Contractor shall submit monthly to the Union an invoice on, or as soon as reasonably possible after, the last day of each month detailing the Services (number of hours) provided within that month. The invoice shall show any Value Added Tax separately.
	4. The Union may deduct from any sums payable to the Contractor any sums that the Contractor owes to the Union.
	5. If notice of termination is given under clause 13 and the Union does not require the Contractor to provide the Services during the notice period the Fee shall cease to accrue on the date upon which notice of termination was given.
	6. Upon termination of this Agreement under clause 13, the Contractor shall be entitled to receive payment of the Fee accrued only to the end of the day on which termination occurs.
	7. The Contractor shall be responsible for all day to day personal expenses incurred in the performance of the Services.
	8. If the Contractor is unable to provide the Services for any reason the Contractor shall not be entitled to receive any Fee in respect of that period of unavailability.
7. **TAXATION**
	1. This Agreement constitutes an Agreement for Services. The Contractor being self-employed will be exclusively responsible for any liability in respect of the payment of National Insurance or similar contributions and for the discharge of any Income Tax liability and Value Added Tax or equivalent and other statutory charges which may from time to time be payable in respect of the Fee or the provision of the Services.
	2. The Contractor shall indemnify and keep indemnified the Union for and in respect of any claims, charges or liability for:
		1. Any PAYE, Income Tax, employee National Insurance or similar contributions or any taxation whatsoever (including costs, interest, penalties and expenses), Value Added Tax or equivalent or other statutory charges arising from or in relation to the Services or the receipt of the Fee or,
		2. The Contractor being found to be a worker or employee of the Union or otherwise, or,
		3. For any loss, damages, costs, claims, legal expenses (on an indemnity basis), liabilities and expenses of any nature incurred or sustained by the Union arising out of any employment related claim brought against the Union.
8. **INDEMNITY**
	1. The Union shall not be liable for any of the acts or omissions of the Contractor whilst engaged in the Services. The Contractor agrees to indemnify and keep indemnified the Union against all and any loss, damages, claims, expenses, liability or costs (including reasonable legal costs on an indemnity basis) of any nature incurred or sustained by the Union arising out of or in connection with the performance (or non-performance) of the Services by the Contractor, but not limited to: any act, neglect, or default of the Contractor; and/or any breach of this Agreement by the Contractor to act on his or her behalf resulting in any successful claim by any third party, including without limitation any claim that relates to the infringement of a third party's intellectual property rights resulting from the supply of material by the Contractor to the Union under this Agreement.
9. **INSURANCE**
	1. The Contractor shall obtain and maintain in force throughout the duration of this Agreement, at their own cost, insurance cover with a reputable insurer or insurers acceptable to the Union to cover the Contractor's liability in respect of any act or default for which they may become liable to indemnify the Union under the terms of this Agreement. The minimum cover per claim of that policy will be £5M.
	2. The Contractor shall produce for the inspection of the Union on demand such certificates and policies of insurance as the Union may reasonably require as evidence of such cover and shall, if requested and appropriate, procure that the interest of the Union is noted on any policy in relation to the risks so covered.
10. **UNION PROPERTY AND CONFIDENTIALITY**
	1. The Contractor acknowledges that all correspondence, records, drawings, documents, products or work products developed by the Contractor in the course of his or her provision of the Services and other materials owned by the Union or used by it in connection with the conduct of its role shall at all times remain the sole property of the Union.
	2. In carrying out the Services the Contractor also acknowledges that they will receive information, which is confidential or sensitive in nature.
	3. The Contractor must not disclose any Confidential Information or secrets relating to the Union or in respect of which the Union owes an obligation of confidentiality to any third party during the continuance of this Agreement or after its termination except as required by law. The expression “Confidential Information” shall include but is not limited to all documents and other information relating to the Union’s business and services such as the Union’s personnel records, accounting information and details relating to its financial arrangements; and the Union’s computer software, research projects, inventions and designs; students’ and clients personal information.
	4. The Contractor must not remove any documents, computer discs or tapes containing Confidential Information from the Union’s premises at any time without proper advanced written authorisation. All such documents, discs, tapes and any copies are the Union’s property.
	5. The Contractor is required upon request by the Human Resources Department, or the Head of Department, or nominee, or on termination of this Agreement for whatever reason, to immediately return to the Union all Confidential Information and any other property or material, plus any copies, whatsoever belonging to the Union in his or her possession, custody or control whether incorporating Confidential Information or otherwise.
	6. If so requested the Contractor agrees to sign a statement confirming that they have complied with this requirement.
	7. The express duties of fidelity and confidentiality identified in this clause 10 are deemed to be in addition to any duties implied by law, but shall not apply to information disclosed pursuant to any order of any court of competent jurisdiction, or information which, except through the Contractor’s unauthorised disclosure, is in the public domain. If the Contractor is required to make any disclosure of confidential information by law, the Contractor must co-operate with the Union regarding the manner of such disclosure and any legal action that the Union may take to challenge the lawfulness of any such requirement.
	8. The Contractor agrees to keep all information that they receive as a result of this Agreement safely and effectively protected against improper disclosure. The Contractor also agrees to do their best to prevent unauthorised disclosure or use of Confidential Information by third parties.
	9. Unless the Union or a duly authorised person acting on its behalf gives the Contractor prior written consent, the Contractor must not make any public or press statement relating to the Services.
	10. The provisions of this Clause shall survive the determination of this Agreement howsoever caused.
11. **OTHER ACTIVITIES**
	1. The Contractor shall not during the duration of this Agreement, without the prior written consent of the Union either personally, or by an agent, employee, substitute or otherwise either on their own account or for any other person, firm or the Union, provide services to or deal with any person, firm or organisation if to do so would involve the Contractor in any conflict of interest with the Union and must notify the Union of any actual or potential conflict of interest as soon as possible.
12. **INTELLECTUAL PROPERTY**
	1. Any intellectual property (including without limitation, copyright, trade marks, patents and design rights (including applications therefore), trade secrets and rights of confidence created, devised, developed or discovered by the Contractor during the provision of the Services, either alone or with any other person ("Union IPR") shall promptly be disclosed to the Union on its creation, devising, development or discovery. The Contractor hereby assigns all right, title and interest in any Union IPR (including without limitation, the right to apply for the same) to the Union, to the fullest extent permissible by law. Where Union IPR does not come into the possession of the Union automatically by operation of law or under this Agreement, the Contractor holds legal title in such Union IPR on trust for the Union until such time as it assigned to the Union by the Contractor taking any action required by the Union, at the Union’s cost, to perfect the assignment.
	2. The Contractor warrants to the Union that:

12.2.1 they have not given and will not give permission to any third party to use any of the Union IPR, nor any of the intellectual property in the Union IPR;

12.2.2 they are unaware of any use by any third party of any of the Union IPR or the intellectual property in the Union IPR; and

12.2.3 the use of the Union IPR or the intellectual property in the Union IPR by the Union will not infringe the rights of any third party.

* 1. The Contractor waives any moral rights in the Union IPR to which he is now or may at any future time be entitled under Chapter IV of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction, including (but without limitation) the right to be identified, the right of integrity and the right against false attribution, and agrees not to institute, support, maintain or permit any action or claim to the effect that any treatment, exploitation or use of such Union IPR or other materials, infringes the Contractor's moral rights.
1. **TERMINATION**
	1. Subject to the other provisions contained in this Agreement the Union shall have the right to terminate this contract immediately without notice and without any payment in lieu of notice in the event that the Contractor:
		1. Is unable properly to provide the Services by reason of ill health, accident or otherwise for an extended period during the term of the provision of the Services under this Agreement;
		2. Commits any serious or repeated breach or non-observance of any of the provisions of this Agreement or refuses or neglects to comply with any reasonable and lawful directions of the Union;
		3. Becomes bankrupt;
		4. Is convicted of any criminal offence that the Union deems to be of relevance in relation to the activity the Contractor has been contracted to provide;
		5. Is in the reasonable opinion of the Union providing unsatisfactory service, or is negligent or incompetent in the performance or non-performance of the Services; or
		6. Is guilty of any fraud or dishonesty or acts in any manner which in the opinion of the Union brings or is likely to bring the Contractor or the Union into disrepute or is materially adverse to the interests of the Union. Other than in the circumstances detailed in 13.1.1 – 13.1.5
	2. This agreement may be terminated at any time without penalty by either party giving notice in writing to that effect to the other. Such termination shall not affect the contract or obligations of either party in respect of business already completed by the Union for the clients introduced by the Contractor.
	3. Upon termination of this Agreement all rights and obligations of the parties shall cease to have effect immediately. However, it shall not affect accrued rights and obligations of the parties under this Agreement at the date of termination or any express obligations in this Agreement of a continuing nature.
	4. If either party to this agreement is prevented or delayed in the performance of any of their respective obligations (wholly or in part) under this contract by ‘force majeure’ then such party shall be excused from performance. This is for so long as such cause or delay shall continue or until the other gives notice in writing of the termination of the Appointment under this Agreement at any time after performance ceases. The party unable to perform their duties by reason of an event of force majeure shall give written notice to the other giving full particulars of the event, as soon as reasonably practical and no later than 7 calendar days.
	5. For the purposes of this agreement, ‘force majeure’ shall be deemed to be any Act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, industrial action, natural physical disaster or any other reason beyond the control of either party. For the avoidance of doubt it is acknowledged that the Contractor is not an employee and shall not be eligible for any redundancy payment or compensation for unfair dismissal upon termination of this Agreement.
2. **PREVIOUS AGREEMENTS**
	1. This Agreement constitutes the entire agreement and understanding between the parties in respect of the matters dealt within it and takes effect in substitution for all previous and/or ongoing/existing agreements and arrangements (if any) whether written, oral or implied between the Union and the Contractor relating to such matters [or employment of the Contractor and all such agreements and arrangements shall be deemed to have been terminated by mutual consent, with effect from the Commencement Date
	2. Each of the parties acknowledges and agrees that in entering into this Agreement, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding other than as expressly set out in this Agreement.
	3. This document supersedes any previous agreements between the organisation and contractor.
3. **VALUING DIVERSITY**
	1. The Union has an “Equal Opportunities Policy” and it is for the Contractor to contribute to the implementation and success of the policy.
4. **DATA PROTECTION**
	1. The Contractor is required to obtain, process and/or use information in accordance with the Union’s Data Protection Policy.
	2. The Contractor consents by signing this Agreement to the Union’s holding, disclosing, using or otherwise and processing any information about the Contractor which the Contractor provides to the Union or which it may acquire as a result of their appointment by the Union under this Agreement as a provider of the Services, and to the Union holding and processing any sensitive personal data about the Contractor ("sensitive personal data" having the meaning given to it in the data protection legislation including the General Data Protection Regulation 2018).
	3. The Contractor consents by signing this Agreement to the Union making such information available to other bodies including those who provide products or Services to the Union (such as advisers), regulatory authorities.
	4. Nothing in this Agreement shall be interpreted as contravening any of the provisions of the Freedom of Information Act 2000 (as amended) and the Contractor acknowledges and accepts that the Union is subject to the same.
5. **VARIATION AND THIRD PARTY RIGHTS**
	1. The Contracts (Right of Third Parties) Act 1999 shall not apply to this Agreement and no person other than the Contractor and the Union shall have any rights under it.
	2. The terms of this Agreement or any of them may be varied, amended or modified or this Agreement may be suspended, cancelled or terminated by agreement in writing between the Contractor and a duly authorised representative for the Union or this Agreement may be rescinded (in each case), without the consent of any third party.
6. **HEALTH AND SAFETY**
	1. The Contractor’s must indemnify the Union in respect of any health and safety claims and attention is drawn to the Union’s Health and Safety Policy and to any departmental policies relevant to the department where the Contractor is working. These policies must be observed at all times.
	2. The Contractor must keep up to date on legislation and best practice and be aware of their own responsibilities for health and safety and have regard at all times for their own health and safety and that of other workers, appointees, employees, students and visitors to the Union’s premises. Any hazards to such health and safety or accidents must be reported immediately, and appropriate mandatory training will be provided and must be attended where applicable.
	3. The contractor is responsible for appropriate maintenance of all equipment ensuring it is fit for purpose. Any loss or damage through misuse to Union equipment be recoverable from the contractor.
7. **IDENTIFICATION BADGE/ACCESS FOB**

If the Contractor has been issued with an identification/access fob it must be worn at all times and returned to Head of Department or nominee on cessation of this Agreement.

1. **SMOKING POLICY**

The Union’s has a no smoking policy that operates in and on all its premises.

1. **PERSONAL BELONGINGS**

The Union’s cannot accept responsibility for loss by theft or otherwise, or damage of your personal belonging. The Contractor is advised to ensure that they have adequate personal insurance to cover such loss/damage should it occur.

1. **MISCELLANEOUS**
	1. If any provision of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.
	2. No forbearance or delay by either party in enforcing its rights will prejudice or restrict the rights of that party and no waiver of any such rights or of any breach of any contractual terms will be deemed to be a waiver of any other right or any later breach.
	3. References to clauses, subclauses and schedules, are unless otherwise stated, to clauses and subclauses of, and the Schedule to this agreement.
2. **JURISDICTION**

The construction, interpretation and performance of this contract will be governed by the laws of England and Wales to the jurisdiction of whose courts the parties agree to submit.

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| SIGNED by ……………………………………...............................Name ……………………………………………...............................for and on behalf of the University of the Arts London Students’ UnionThe contractor is advised to take appropriate professional advice before signing or agreeing to any contract |
| I acknowledge receipt of a copy of this contract and accept its termsSigned ……………………………………...............................          [Name of Contractor]Dated ……………………………………............................... |

**SCHEDULE**

**[Commencement Date:** [to be completed]]

**Title:** [to be completed]

**“the Services”:** [to be completed - details of the services should be set out here – the details will depend on what services you wish the particular individual to perform]

**Report to:** The Head of Department

"Departmental nominee" **[to be completed]**

**[Hours:** [\*You are required to undertake as many hours as agreed for the proper performance of the services **[or to be completed]**.]

**“The Period”:** [to be completed]

**"The Fee"**: [A fee at the [daily\* \*Delete if not applicable] rate of £ gross [inclusive / exclusive of VAT] – to be completed - Further guidance on VAT can be gained from [www.gov.uk](http://www.gov.uk) ] for the whole period. Fees will be payable monthly in arrears, within 30 days of a submission of an invoice by the Contractor.

This Schedule is an attachment to the Agreement for Services dated [DATE] signed by [ADD NAME OF AUTHORISING INDIVIDUAL IN CONTRACTING DEPARTMENT] (on behalf of the Union) and [ADD NAME OF CONTRACTOR]

(Signed)…………………………………………….. (Department)………………………………………………………..

(Signed)……………………………………………….. (Name of Contractor)……………………………………………………