This Agreement is made on ……………………….

AND IS MADE BETWEEN:

**[YOUR COMPANY]** whose registered office is at [YOUR ADDRESS] (‘the company’); and

………………………………………………………..…

…………………………………………………………………………………………………………………….

……………………………………………………………………………………………………………………. (‘the trainer’)

1. **Definitions**

In this Agreement the following terms and phrases shall have the following meaning unless the context requires otherwise;

Commencement Date October 1, 2014

Services the services to be performed by ‘the trainer’ in the course

of his or her appointment hereunder as set out in the

schedule to this Agreement, such services to be provided

using reasonable skill and care.

Termination Date the date on which ‘the trainer’s’ appointment hereunder is

Terminated

1. **Appointment**

With effect from the Commencement Date, the trainer is (subject to Clause 8) appointed as a Trainer to the Company for a period of six months unless Agreement is terminated by either party serving not less than (one month’s) notice in writing on the other. At the end of the contract, the Trainer has the option to secure a further six month contract, otherwise the contract will be deemed to become a monthly renewing contract until such date that the agreement is terminated by either party.

1. **Duties**

The Trainer agrees:

* 1. to undertake and provide the Services in accordance with any brief and deadline set out by the Company
  2. to carry out the Services in an expert and diligent manner and to provide his or her services to the best of his financial accountancy, commercial, technical and creative skill
  3. to the best of his or her ability, promptly, and faithfully to comply with and observe all lawful and proper requests which may from time to time be given to him/her by the Company
  4. not to undertake any additional activities or accept other engagements which lead or might lead to and conflict of interest between the Trainer and the nest interests of the Company during his or her appointment;
  5. to delegate performance of his Services to such suitably qualified and experienced personnel as he or she may from time to time deem appropriate if he or she is unable at any time to perform his or her services due to circumstances beyond his or her control. [The delegation will be subject to the Company’s consent, which will not be unreasonably withheld] [The Trainer must notify the Company if this power to delegate is exercised and provide details of the name of the delegate];
  6. to keep the Company informed of progress on the Services in which they are engaged and shall produce written reports on the same on a weekly basis and when so requested by the Company. While the Trainer’s method of working is entirely their own and they are not subject to the control of the Company, they shall nevertheless comply with this and any other reasonable requests of the Company (or its clients).

1. **Fee**
   1. Fees for the Services will be as follows; The Trainer shall agree to rent the equipment and premises for the sum of Four Hundred and Ten Pounds per month. The Trainer is responsible for invoicing clients and collecting monies owing irrespective of whether or not the monies have been collected from clients. The Trainer is ensure these monies are paid to the Company on a monthly basis.
   2. These services will not be subject to VAT, and the rental agreement is not subject to Vat.
   3. The rental of **[YOUR COMPANY]** premises entitles the Trainer full, unlimited use of the facilities, including use of their own personal training.
2. **Invoices and Payments**

Unless specifically agreed otherwise, invoices will be submitted at the end of each month after payment is made monthly from the Commencement Date.

1. **Expenses**

The Trainer shall be entitled to be reimbursed by the Company for all out of pocket expenses wholly, exclusively and properly incurred in the performance of the Services subject to the Trainer providing the Company with vouchers, receipts or other evidence of actual payment of such expenses and subject to the agreement being specifically agreed in advance by the Company to the Trainer.

1. **Confidentiality**
   1. The Trainer hereby agrees that during the course of his or her appointment under this Agreement he or she is likely to obtain knowledge of trade secrets and also other confidential information with regard to the business and financial affairs of the Company and those of the Company’s clients, customers and suppliers details of which are not in the public domain (‘Confidential Information’), (including in particular (specify relevant matters)) and accordingly the Trainer hereby undertakes to and covenants with the Company that;
      1. He or she not at any time after the Termination Date use or procure the use of the name of the Company in connection with his or her own or any other name in any way calculated to suggest that he or she continues to be connected with the business of the Company or in any way hold himself or herself out and having such connection
      2. He or she shall not use the Confidential Information other than during the continuance of the Agreement and in connection with the provision of the Trainer Services; and
      3. He or she shall not at any time after the date of this Agreement (save as required by law) disclose or divulge to any person other than to officers or employees of the Company whose province it is to know the same any Confidential Information and he or she shall use his or her best endeavours to prevent the publication or disclosure of any Confidential Information by any other person.
   2. The restrictions set out in Clause 7.1 shall cease to apply to information or knowledge

which comes into the public domain otherwise than by reason of the default of the Trainer.

1. **Delivery up of Documents**

Upon the expiration or termination of his or her appointment under this Agreement for whatsoever cause, the Trainer shall forthwith deliver up to the Company or its authorised representative all keys and any swipe card, credit cards, **[YOUR COMPANY]** stock (drinks, clothing, equipment), computer hardware or software, books, documents, account records and any other papers which may be in his or her possession, custody or control and which are the property of the Company or which otherwise relate in any way to the business or affairs of the Company and no copies of the same or any part thereof shall be retained by him or her. He or she shall then (if requested by the Company) make a declaration that the whole of the provisions of the Clause have been complied with.

1. **Termination of Agreement**

Either party shall have the right at any time to terminate this Agreement by not less than two months’ notice, following completion of the initial six month contract, in writing to the other party. In addition, the Company shall have the right to terminate this Agreement at any time by summary notice without any payment in lieu in the event of the Trainer:

* 1. being in material or persistent breach of any of the terms of this Agreement;
  2. becoming of unsound mind;
  3. having a bankruptcy order made against him or her or making any agreement with his or her creditors or having an interim order made against him or her;
  4. being convicted of any criminal offence other than a minor driving offence under the Road Traffic Acts;
  5. persistently and wilfully neglecting or becoming incapable for any reason of efficiently performing the Trainer’s Services; or
  6. doing any action manifestly prejudicial to the interests of the Company or which in the option of the Board may bring the Company into disrepute;

and the Trainer shall have no claim against the Company in respect of the termination of his or her appointment for any of the reasons specified pursuant to Clauses 9.1 to 9.6.

1. **Tax Liabilities**

The Company and the Trainer declare and confirm that it is the intention of the parties that the Trainer shall have the status of a self-employed person and shall be responsible for all income tax liabilities and national insurance or similar contributions in respect of his or her fees and accordingly the Trainer hereby agrees to indemnify the Company in respect of any claims that may be made by the relevant authorities against the Company in respect of income tax and national insurance or similar contributions relating to the Services under this Agreement.

1. **Indemnity**

The Trainer further warrants to the Company that they will:

* 1. take out and maintain throughout the term of this Agreement, adequate insurance in

respect of Public Liability Insurance coverage with an insurance office of repute to protect themselves against any liabilities arising out of his or her Agreement and shall produce, at the request of the Company, a copy of the insurance policy or policies and relevant renewal receipts for inspection by the Company [within 7 days of the Commencement Date]

* 1. take out and maintain throughout the term of this Agreement, adequate Employer’s

Liability Insurance coverage (minimum £5 million cover) with an insurance office of repute to protect themselves against any liabilities arising out of this Agreement in respect of all and any Trainers they utilise to carry out the Services and shall produce, at the request of the Company, a copy of the insurance policy or policies and relevant renewal receipts for inspection by the Company.

* 1. make no alterations or changes to either equipment or premises without the written

consent of the Company

1. **Data Protection**

The Company and the Trainer agree to comply with all applicable data protection legislation, including but not limited to the Data Protection Act 1988 and any subsequent amendments thereto.

1. **Notice**

All notices shall be in writing and shall be deemed to have been duly given when delivered by hand, posted by pre-paid first class post or sent by fax to the intended recipient at the address and/or fax number stated in the Agreement or to such other address or fax number as that party may specify to the other in writing. Notices sent by fax shall be deemed received the first business day following such delivery of sending, and notices which have been posted as above shall be deemed received on the second business day following posting. Notices given by the Company shall be deemed properly served on the Trainer.

1. **No Employment**

Nothing in this Agreement shall render or be deemed to render the Trainer an employee or agent of the Company. This Agreement does not create any mutuality of obligation between the Trainer and the Company.

1. **Entire Agreement**

This Agreement contains the entire agreement and understanding of the parties relating to the subject matter of this Agreement and extinguishers all previous agreement between the parties relating to the subject matter hereof.

1. **Force Majeure**
   1. If either party to this Agreement is prevented or delayed in the performance of any it’s respective obligations under this Agreement by “force majeure”, then such party shall be excused the performance for so long as such cause of the prevention or delay shall continue;
   2. For the purpose of the Agreement ‘force majeure’ shall be deemed to be any cause affecting the performance of the Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of such party and inter alia including, but not limited to the following:
      1. strikes, lockouts or other industrial action;
      2. civil commotion, riot, invasion, war threat or preparation for war;
      3. fire, explosion, storm, flood, earthquake, subsidence, epidemic, bad weather or other natural physical disaster
      4. impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; and
      5. political interference with the normal operations
2. **Survival of Causes of Action**

The termination of this Agreement howsoever occurring shall not affect the rights and liabilities of the parties already accrued at such time nor affect the continuance in force of such of its provisions as are expressed as or capable of having effect after such termination.

1. **Severability**

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of this Agreement shall continue in full force and effect as if this Agreement had been executed with the illegal or unenforceable provision eliminated.

1. **Waiver**
   1. Failure of any party to insist upon strict performance of any provision of this Agreement or the failure of any party to exercise any right or remedy to which he or she is entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations under this Agreement
   2. No waiver of any of the provisions of this Agreement shall be effective unless it is expressly stated to be such and signed by all the parties to this Agreement.
2. **Communication**

Any communication to be given pursuant to the terms of this Agreement shall be in writing and shall be delivered by hand or sent by post to the address of the addressee as set out in this Agreement or such other address (being in Great Britain) as the addressee may from time to time have notified for the purpose of this Clause; or sent by facsimile transmission to the addressee’s fax number as from time to time notified.

1. **Law and Jurisdiction**

This Agreement is governed by the laws of England and Wales and the parties submit to the jurisdiction of the Courts of England and Wales.

SIGNED

…………………………………………………………

Director

For and on behalf of the Company

SIGNED

………………………………………………………..

Trainer