

## **Associate consultancy contract**

Further to our recent discussions, I am pleased to confirm the terms of our agreement regarding the provision of your consultancy services to Learning Curve Group Limited (**Company**).

### **1 Term**

1.1 Your engagement will be for a fixed period as agreed via the ROTA scheduling system until completion of the service's to the satisfaction of the company, when it will automatically terminate. During the term of the contract, either the Company or you will be required to give to the other not less than 1 weeks' notice in writing during the engagement to terminate the contract earlier.

### **2 Provision of services**

2.1 You will provide the Services to the Company in accordance with the terms set out in this letter. You will provide the Services with all due skill, care and diligence and will at all times during the engagement use your best endeavours to promote the interests of the Company.

2.2 The Services you will provide are:

- Enrol learners onto L2 Understanding Children and Young Peoples Mental Health ensuring all enrolment paperwork is accurate with eligibility evidence submitted to HO within 2 working days
- Provide robust IAG and careers guidance to learners throughout their programme
- Provide a high standard of teaching and development of learning
- Deliver high quality training that develops the skills and knowledge of learners
- Prepare and deliver the identified course
- Provide robust marking and feedback of learner assessments meeting awarding body standards
- Support learners using a variety of communication channels
- Update LCG systems timely and provide information tracking and documentation which meets audit requirements
- Pro Monitor and electronic registers to be updated within 5 working days
- Mandatory attendance of at least 2 scheduled tutor roadshow standardisation meetings during the year - non-attendance will result in LCG ceasing to work with tutors
- Attend/engage in CPD events in order to keep up to date with changes in legislation, funding and awarding body requirements and to share good practice.
- Keep up to date with sector developments
- Completed portfolios to be submitted to LCG within 1 week of course end date
- Moderation actions/resubmissions to be addressed within 1 week

2.3 You will use your own initiative to complete the services to be rendered however this does not prevent the company from specifying the working standard to be adhered too to meet awarding body and external audit criteria.

- 2.4 You will identify yourselves as “associate Delivery Tutor in all external communications.
- 2.5 You agree to make yourself available to provide the Services, unless prevented by ill-health or accident, on such days and at such times and in such places as may be required by the Company from time to time together with such additional time as may be necessary for the proper provision of the Services.
- 2.6 You must notify the Tutor Manager as soon as reasonably practicable if you are unable to provide the Services due to illness or injury or for any other reason.
- 2.7 You will keep Tutor Manager informed of progress on projects in which you are engaged and will provide assistance and produce all such information and reports as the Tutor Manager may require from time to time.
- 2.8 You must at all times comply with the Company’s policies on data protection equality, harassment and bullying, health and safety, information security, email and communications, social media, whistleblowing and Safeguarding & Prevent. For safeguarding purposes, associates must always wear Learning Curve lanyards during learner interaction of delivery.
- 2.9 You may, with the prior written consent of the Company, appoint a suitably-qualified substitute with equivalent skill and expertise to perform the Services on your behalf (the **Substitute Consultant**). Any Substitute Consultant will be required to enter into direct undertakings with the Company, including with regard to safeguarding checks, confidentiality and data protection. The Company may, at its sole discretion, refuse to accept any Substitute Consultant. In the event that you are unable to provide an acceptable Substitute Consultant, the Company will be entitled to terminate your engagement. For the avoidance of doubt, you will remain subject to the terms set out in this letter for the duration of the appointment of the Substitute Consultant. You must procure that the Substitute Consultant complies with your obligations set out in this letter.
- 2.10 You have no authority to commit the Company to any legally binding agreement, nor to incur expenditure, sign any document, bring any proceedings nor make any promise on behalf of the Company unless the Company has specifically authorised you to do so, in writing, in advance. You must not hold yourself out as having authority to do any of these things unless such authorisation has been provided.
- 2.11 You must comply with the Bribery Act 2010 and the Company’s anti-bribery and corruption policy. Failure to do so may result in the immediate termination of your engagement.
- 2.12 You must not engage in any activity, practice or conduct which would constitute a UK tax evasion offence, a foreign tax evasion offence or a corporate failure to prevent *offence under the Criminal Finances Act 2017*. You must comply with the Company’s financial policies. Failure to do so may result in the immediate termination of your engagement.

### 3 Fees and expenses

3.1 The Company will pay to you in consideration of the provision of the Services a fee of **£100** per completed learner. This is made up of:

- 2 Units at £25 per learner
- Achievement rate at £50 per learner.

**Fees are** inclusive of VAT where applicable, payable by bank transfer monthly in arrears (the **Fee**) within 30 days of receipt by the Company of an invoice submitted in accordance with Clause 3.2. An additional fee of **£30** per completed learner is eligible where you have undertaken learner find activity. Fee's may be withheld pending the submission of the appropriate documentation including portfolios or registers. Where work is not completed to the satisfaction of the company and is required to be corrected, this will be done so at the associate's expense of time and/or cost.

3.2 You will render monthly invoices to the Company in respect of the Fee, which give details of the work completed by you and/or any Substitute Consultant, the Services provided and the amount of the Fee payable where you are registered for VAT, will show any VAT separately. You will keep records showing the work completed by you and/or any Substitute Consultant in respect of the provision of the Services and will, if so requested, produce them to the Company for accounting purposes.

3.3 You will be responsible for all out-of-pocket expenses and normal overhead expenditure (including the cost of DBS applications and DBS renewal checks) incurred by you in the provision of the Services. For the avoidance of doubt you will not be reimbursed separately for these expenses unless previously agreed in advance by the Company in writing (by an approved director) as necessary for the proper provision of the Services. Any agreed expenses will be subject to the production of such receipts or other evidence as the Company may reasonably require and will include any such expenses on invoices rendered pursuant to Clause 3.2.

3.4 The Company will be entitled to deduct from the Fee and any other sums due to you, any sum that you may owe to the Company at any time e.g DBS checks.

### 4 Other activities

4.1 You warrant that you will not as a consequence of entering into and performing your obligations set out in this letter be in breach of any express or implied terms of any contract, agreement or other arrangement with, or any obligation to, any third party which is binding upon you, and there is no contract, agreement, or other arrangement or interest that will or may give rise to any conflict of interest between you and the Company in relation to the provision of the Services.

4.2 Subject to Clause 4.1, you may have any interest in or advise or act as a consultant to any business provided that you will not, at any time during your engagement, without the prior written consent of the Company, be involved in any capacity with any business

which carries on, or may carry on, business in direct, or indirect, competition with the Company.

## 5 Confidential information

5.1 Except in the proper performance of your obligations under the terms set out in this letter, you will not during the engagement or at any time after it ends, use for your own benefit or for the benefit of any other person, firm, company or organisation, or directly or indirectly disclose to any person any Confidential Information which has come to your knowledge during or in connection with the engagement. **Confidential information** means all information or data (in whatever form), of a confidential or proprietary nature disclosed to or received by you (by any means), or to which you have access, whether or not labelled or designated as confidential, relating to the products, services, business or proposed business, finances, transactions, staff and affairs of the Company or any customer, supplier, employee or client of any such company, including intellectual property rights, trade secrets, information in respect of which the Company is bound by an obligation of confidentiality to a third party and any other information which is designated as confidential by the Company or which you should reasonably be aware is confidential.

5.2 The restrictions in Clause 5.1 do not apply to:

5.2.1 any Confidential Information which is already in or (otherwise than through your unauthorised disclosure) becomes available to, or within the knowledge of, the public generally;

5.2.2 any use or disclosure authorised by the Company, or required or protected by law.

## 6 Our property

6.1 All documents, hardware, software and any other materials provided for your use and that of any Substitute Consultant by the Company, and any data or documents (including copies) and/or other materials produced by you and that of any Substitute Consultant and/or produced, maintained or stored on the Company's computer systems and other electronic equipment, remain the property of the Company at all times.

## 7 Data protection and monitoring

7.1 You will comply with your obligations under the General Data Protection Regulation, EU 2016/679 (GDPR), the Data Protection Act 2018 (DPA 2018) and under the Company's data protection policy and other relevant policies and practices, including in relation to DBS checks.

7.2 Without prejudice to the generality of Clause 7.1, you will:

7.2.1 co-operate fully with the Company in order to enable the Company to comply with its obligations under applicable data protection legislation;

- 7.2.2 implement and maintain appropriate technical and organisational measures against unauthorised and unlawful processing of Personal Data and against accidental loss and destruction of or damage to Personal Data;
  - 7.2.3 process any Personal Data disclosed to you by or on behalf of the Company only for the purposes of providing the Services and only for the purposes for which that Personal Data was obtained and is processed by the Company
  - 7.2.4 not transfer any Personal Data outside the UK and/or the European Economic Area (EEA) without the Company's prior written consent;
  - 7.2.5 immediately provide such evidence of your compliance with your obligations under this Clause 7 as the Company may from time to time reasonably request;
  - 7.2.6 immediately upon notification by the Company, take all appropriate action to enable the Company to properly comply with any request from a data subject in relation to access to and/or rectification or erasure of Personal Data; and
  - 7.2.7 immediately notify the Company of any data breach relating to Personal Data about which you become aware.
- 7.3 The Company will collect and process Personal Data and sensitive personal data (also known as 'special categories of personal data') relating to you in accordance with its data protection policy contained in the Staff Handbook.
- 7.4 The Company may monitor the activities of all staff (including its consultants) in accordance with its policies relating to email, internet and communications systems and monitoring.

## **8 Intellectual property**

- 8.1 In consideration of the Company paying you the Fee, you hereby transfer to the Company by way of present and future assignment with full title guarantee all inventions and all intellectual property rights (including any and all copyright, rights in inventions, patents, knowhow, trade secrets, trade marks and trade names, service marks, design rights, rights in get-up, database rights and rights in data, utility models, domain names and similar rights), whether registered or not, including applications to protect or register such rights and all renewals and extensions of such rights or applications, whether vested, contingent or future and wherever existing, in the work created or developed by you and/or any Substitute Consultant in providing the Services (either alone or jointly with others).
- 8.2 For work in respect of which intellectual property rights are assigned to the Company under Clause 8.1, you hereby irrevocably waive all your, and will procure the waiver by all third parties of all their, moral rights in such Work, under the Copyright, Designs and Patents Act 1988 (and all analogous legislation worldwide) to the extent permitted by law.
- 8.3 You hereby irrevocably and by way of security appoint the Chief Executive for the time being of the Company to be your attorney for the purposes of the Powers of Attorney Act 1971, with authority to do all such things and to execute all such documents in your

name and on your behalf, as may be necessary to secure that the full benefit and advantage of the terms set out in this letter are obtained by the Company and a letter signed by any director or secretary of the Company certifying that any thing or any document has been done or executed within the authority conferred by this clause will be conclusive evidence of it.

## 9 Insurance and liability

- 9.1 You acknowledge that you will have personal liability for, and will indemnify the Company for, any loss, liability, costs (including legal costs), damages and/or expenses incurred by the Company arising from any breach by you or any Substitute Consultant, of any of the terms set out in this letter, including any negligent or reckless act or omission or default in the provision of the Services.

## 10 Termination

- 10.1 Notwithstanding the provisions of Clause **Error! Reference source not found.**, the Company may terminate your engagement with immediate effect with no obligation to make any further payments to you (other than accrued fees and expenses at the date of termination) if:

10.1.1 you are in material breach of any of your obligations set out in this letter; and/or

10.1.2 you are unable to provide the Services in a proper and efficient manner (and have not provided an acceptable Substitute Consultant pursuant to Clause 2.9) or are in the reasonable opinion of the Company wilfully negligent or incompetent in the performance of the Services, or fail to remedy any default in the provision of the Services.

- 10.2 Any delay by the Company in exercising any of its rights to terminate will not constitute a waiver of those rights.

## 11 Your obligations on termination

- 11.1 You and any Substitute Consultant will immediately upon termination of the engagement, and at any time on request, surrender to a person duly authorised by the Company all computer programs, reports, manuals, files, notes, accounts, documents, correspondence, books, materials, papers and information (on whatever media and wherever located) any keys, lanyard and any other property of the Company that have been made or received by you and any Substitute Consultant during the course of providing the Services and which are in your possession or under your control and/or in the possession or under the control of any Substitute Consultant.

- 11.2 Subject to the Company's data retention guidelines, you will immediately upon termination of the engagement irrevocably delete any information relating to the business of the Company stored in any magnetic or optical drive or memory, and all matter derived from such sources, which is in your possession or under your control outside the premises of the Company. You will also procure that any Substitute Consultant deletes such data in their possession or under their control where applicable.

## **12 Status**

- 12.1 You will be an independent contractor and as such will not be entitled to any pension, bonus, holiday, sickness or other fringe benefits from the Company. You are not an agent, officer or employee, worker or partner of the Company and you will not hold yourself out as such.
- 12.2 You acknowledge that the Company will not be operating Pay As You Earn or making or deducting any national insurance contributions in respect of the provision of the Services and the fees and expenses payable under the terms set out in this letter. You will be responsible for, and will account to the appropriate authorities for, all income tax liabilities and national insurance or similar contributions payable in respect of the payments made to you and/or any Substitute Consultant.
- 12.3 You indemnify the Company against any liability, assessment or claim together with all reasonable costs and expenses and any penalty, fine or interest paid by the Company in connection with or in consequence of any such liability, assessment or claim for:
- 12.3.1 taxation arising from or in connection with the provision of the Services, where such recovery is not prohibited by law; and
  - 12.3.2 any employment-related claim or claim based on worker status brought by you and/or any Substitute Consultant against the Company arising out of or in connection with the provision of the Services, except where such claim is as a result of any act or omission of the Company.
- 12.4 The Company may satisfy the indemnity in Clause 12.3 by way of deduction from any payment(s) due to you.

## **13 Other terms**

- 13.1 The terms set out in this letter constitute the entire and only legally binding agreement between us relating to your engagement and supersede any previous understandings, arrangements, representations, negotiations or agreements between us. Neither of us has made any statement, representation or warranty concerning the subject matter of this letter and neither of us has any liability arising from reliance on any information supplied by one to the other except where it is contained in this letter. Nothing in this Clause 13.1 will have effect to exclude the liability of either of us for fraud or fraudulent misrepresentation.
- 13.2 The Contracts (Rights of Third Parties) Act 1999 will not apply to the agreement set out in this letter and no person other than you and the Company will have any rights under it. The terms of the agreement set out in this letter may be varied, amended or modified (whether in whole or in part) or this agreement may be suspended, cancelled, terminated by agreement in writing between you and the Company or this agreement may be rescinded in each case without the consent of any third party.
- 13.3 The agreement set out in this letter and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England

and Wales. You and the Company irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the agreement set out in this letter, its subject matter or formation (including non-contractual disputes or claims).

- 13.4 No variation of the terms set out in this letter will be valid or effective unless it is in writing, refers to this letter and is duly signed or executed by, or on behalf of, both you and the Company.
- 13.5 In this letter, '**Personal Data**' means any information relating to a living individual who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data or an online identifier, or one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of the individual.

By accepting the booking through the ROTA Scheduling system, you are agreeing to the above terms.

Yours sincerely

Casey Bullen

For and on behalf of Learning Curve Group Limited