This is to be used as inspiration, a template or a guide to create your own agreement. You should remove any sections that you are uncomfortable agreeing to within logical / reasonable parameters. Depending on which side you are on, you may wish to leave some sections empty for negotiation or create this document as your ‘offer’ to the other party. The sections are flexible and can be removed and rearranged as required.

Some things to think about using this template.

* A useful idea would be to begin by replacing the word organisation with the name of the organisation commissioning the work, you will then have a clearer picture of what is happening. You may wish to change ‘consultant’ to the provider’s name to make it even clearer. (e.g. during the term of this agreement, *Adele* will provide the services to *Sony Music* that are set out in the attached schedule (“the services”).) It is easier to follow and you can see the relationship.
* If you are a provider or consultant, be very aware of section 5 (five) as it signs all your intellectual property over to the organisation. Similarly, be aware of the end section and giving lesson plans and information to organisations who may take it and deliver it as their own.
* If you are an organisation, consider what you are able / willing to provide for your courses or learners.

Everything written in red needs to be filled or considered. The final document should be free of red type.

TEMPLATE **Contract for Training / Consultancy / Freelance Services** \*delete as appropriate\*

This Agreement is made theDATEbetween ORGANISATION NAME (Organisation) of ADDRESS and NAME of ADDRESS (“the Consultant”).

**1. Term of the Agreement**

The Agreement will commence with effect from DATE: NOTE: THIS WILL BE THE DATE THAT THE SERVICES COMMENCE E.G. THE TRAINING COURSE IS HELD AND WILL VARY IN EACH CASE and will continue for a term of TIME PERIOD: DELETE IF AGREEMENT IS FOR ONE OFF CONSULTANCY/TRAINING, unless terminated earlier in accordance with clause 7below. This period may be extended by mutual agreement of the parties.

**2. The Services**

During the term of this Agreement, the Consultant will provide the services to ORGANISATION that are set out in the attached Schedule (“the Services”).

The Consultant shall provide the Services with reasonable care and skill.

During the term of this Agreement, the Consultant shall provide the Services to ORGANISATION for X HOURS PER WEEK or the time reasonably required by ORGANISATION. \*delete as appropriate\*.

**3 Fees and expenses:**

In consideration for the Services to be rendered by the Consultant Organisation shall pay the Consultant a fee of AMOUNT per calendar month (including any applicable VAT or other taxes which the Consultant is obliged by law to charge) \*optional section\* TOGETHER WITH REASONABLE TRAVEL EXPENSES [TO BE PRE-APPROVED BY ORGANISATION IN ADVANCE OF THE EXPENSES BEING INCURRED].

Unless otherwise agreed, invoices shall be submitted within thirty (30) days of the date of Service provision /at the end of each calendar month and ORGANISATION shall pay the above fees and travel expenses within thirty (30) days of receipt of the Consultant’s fees invoice and travel expenses claim when accompanied by the corresponding receipts.

The Consultant shall be solely responsible for the payment of all taxes and other social security deductions related to his compensation.

ORGANISATION may withhold the payment or part thereof if ORGANISATION is dissatisfied with the Services provided. Any sum so withheld will be paid to the Consultant after such dissatisfaction has been notified to and remedied by the Consultant to the complete satisfaction of ORGANISATION.

**4. Confidentiality**

The Consultant agrees to hold in strictest confidence, at all times during the term of this Agreement and thereafter, and not to use, except for the benefit of ORGANISATION, or disclose without written authorisation from ORGANISATION, any Confidential Information of ORGANISATION disclosed to the Consultant, or which the Consultant may observe, discover, obtain or create under this Agreement.

For the purposes of this Agreement, “Confidential Information” means any proprietary information, technical data, trade secrets or know-how of ORGANISATION, disclosed or made available by ORGANISATION either directly or indirectly in writing, orally or by observation during the term of this agreement. Confidential information does not include any information that is or becomes (i) known by the Consultant independently of disclosures made under this agreement or disclosed to the Consultant by a third party that does not have an obligation to maintain its confidentiality, or (ii) generally known to the public through no act or omission by the Consultant.

The Consultant shall at all times comply with the provisions of the Data Protection Act 1998.

**5. Production and ownership of Materials**

The Consultant agrees that any and all materials (including but not limited to PowerPoint slides and handouts) produced during the term of this Agreement, as a direct result of performing the Services (collectively, the “Materials”) shall be the sole and exclusive property of ORGANISATION.

The Consultant hereby assigns and agrees to assign to ORGANISATION the entire right, title and interest in and to all Materials.

The Consultant shall use the ORGANISATION logo on all Materials.

**6. Representations and Obligations**

The Consultant shall use their best endeavours to ensure that the Services comply with all applicable laws and Codes of Practice and shall provide the Services to the highest professional standards.

The Consultant represents and warrants that he has the professional skills and technical resources to provide the Services.

The Consultant shall use his best endeavours to ensure that the Services are completed in accordance with the timeline set out in the Schedule and keep ORGANISATION informed of any actual and potential delays or issues that may affect compliance with such timelines for the provision of the Services described in the Schedule to this Agreement.

In the event that the Consultant is unable to attend or complete the provision of the Services (for example, due to illness) the Consultant shall provide a replacement to complete the provision of the Services in accordance with the timing specified in the Schedule.

The Consultant shall indemnify ORGANISATION against all actions, proceedings, claims, demands, costs (including legal costs) howsoever arising directly or indirectly as a result of any breach by the Consultant of this Agreement.

The Consultant shall make time available to the ORGANISATION’S personnel for consultation outside contracted hours, wherever possible, to discuss any aspects of the Services.

At ORGANISATION’S request and in any event on the expiry or termination of this Agreement, the Consultant shall immediately deliver up to ORGANISATION, all keys, security passes, equipment, documents and all other property of whatever nature in the Consultant's possession or control and belonging to ORGANISATION. The Consultant further agrees not to keep copies of such property, without the written consent of ORGANISATION.

In the provision of the Services, the Consultant shall:

* Provide a OUTLINE / SCHEDULE with timings agreed with ORGANISATION
* Notify ORGANISATION at least two weeks prior to the DELIVERY OF THE SERVICES/MEETING(S) if there are any requirements in terms of room layout, equipment needed etc
* \*OPTIONAL SECTION\* EMAIL ANY REQUESTS FOR PHOTOCOPYING OF MATERIALS TO ORGANISATION AT LEAST ONE WEEK IN ADVANCE OF THE DELIVERY OF THE SERVICES. PHOTOCOPYING WILL BE CHARGED AT A RATE TO BE AGREED BETWEEN THE PARTIES
* Arrive in sufficient time to set up and be able to start on time.
* Return all competed feedback forms to ORGANISATION within NUMBER working days.

To facilitate the provision of the Services ORGANISATION shall:

* Produce publicity for the Services based on the agreed **COURSE OUTLINE/SERVICE SPECIFICATION IN THE SCHEDULE**
* Take bookings for the course and send out confirmations and course outlines to participants
* Provide the Consultant with information on any particular requirements or additional needs of participants as soon as possible
* Confirm the number of participants booked to attend and inform the Consultant of any cancellations on the day
* \*OPTIONAL SECTION\* PROVIDE REFRESHMENTS (AT MORNING BREAK, LUNCH AND AFTERNOON BREAK)
* Provide evaluation forms for the course
* Provide access to the training room for setting up from 15 minutes before the start time

THESE SPECIFIC OBLIGATIONS MAY NEED TO BE AMENDED AS APPROPRIATE, FOR EXAMPLE IF FUNDRAISING CONSULTANCY IS BEING PROVIDED RATHER THAN A TRAINING COURSE

**7. Termination**

This Agreement may be terminated at any time before the expiry date by either ORGANISATION or the Consultant giving the other PERIOD written notice.

This Agreement may be terminated by either party if PERIOD in advance of the date for the delivery of the Services, the minimum number of attendees has not been met.

ORGANISATION may terminate summarily and without payment of damages or fees in lieu of notice if:

* + 1. the Consultant is guilty of any serious misconduct in carrying out the Services or breaches a fundamental term of this Agreement. Serious misconduct includes but is not limited to any act of dishonesty or the misuse or disclosure of the Company's confidential information or misuse of its intellectual property rights; or
		2. the Consultant breaches any other term of this Agreement and fails to remedy the breach within seven (7) days of being called upon to do so; or
		3. the Consultant becomes insolvent or bankrupt, goes into receivership or administration, or makes any composition or enters into any deed of arrangement with their creditors.

This Agreement constitutes the entire agreement between the parties. The validity, construction and performance of this Agreement shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts.

**8. Variations**

No Variation to this Agreement shall be valid unless in writing and signed on behalf of ORGANISATION.

Signed on behalf of ORGANISATION by: NAME - POSITION

Signed: date:

Signed by CONSULTANT’S NAME

Signed: date:

**SCHEDULE**

**1. Scope of Services**

[insert detailed description of the Services required and agreed by the parties, depending of the complexity of the Services, the description may include: objectives (short time, medium term, long term), outputs/deliverables, outcomes, evaluation and specific timelines for provision of the Services].

2. **Course/meeting details**: [date(s), venue, full address of location including postcode, where relevant include details of named individual(s) providing the Services ]

3. **Course/meeting agenda**: [including timetable, agenda, Materials to be provided]

4. **Minimum number of attendees** [this number may need to be agreed with the Consultant, failure to meet this number gives either party the right to terminate the Agreement under clause 7 above. If this provision is not required, the Schedule and clause 7 will need to be amended accordingly. Where services, such as training are provided on an ongoing basis, it may be preferable to re-schedule the session if minimum numbers are not met rather than cancel the entire Agreement, in this case, the termination provision in clause 7 should be removed and wording such as “the date of Service delivery may be re-arranged at the request of either party in the event that the minimum number of attendees is not met one week in advance of the delivery date(s) specified in the Schedule”].

**[NOTE: the Schedule will need to specifically tailored to the Services delivered in each case. For example, it may not be necessary or appropriate to include agenda details or specific timelines.]**