

Contract for services (independent contractor agreement)

Agreement

Parties to the agreement:

St Andrew's Parochial Church Council referred to as 'the Charity'

Of

St Andrew's Church Hall

West Street

Ashburton

Newton Abbot

Devon

TQ13 7DT

and

[Insert name of contractor] referred to as 'the Contractor'

Of

[Insert address of contractor].

For the purposes of this agreement, "Assignment" means the period during which the Contractor is engaged by the Charity to render services and/or work.

Unless the context requires otherwise references to the singular include the plural and references to the masculine include the feminine and vice versa.

The headings contained in the contract for services are for convenience only and do not affect their interpretation.

The contract

These terms constitute the contract between the Charity and the Contractor upon being signed on behalf of the Contractor and govern Assignments undertaken by the Contractor with the Charity.

This contract is terminable on written notice by either party on not less than 2 months' notice.

The services

The Contractor shall provide *Children and Family Engagement* services to the Charity.

The failure by the Charity to provide suitable Assignments for the Contractor shall not give rise to any liability on the part of the Charity. The Contractor recognises that there may be periods between Assignments when no Assignments are available.

The Contractor shall not be obliged to accept an Assignment offered by the Charity, nor is the Charity obliged to offer such Assignments to the Contractor.

Specifically, both the Contractor and the Charity declare that no mutuality of obligation whatsoever is created or implied either during the course of this contract for services or during any period when Assignments are not available.

Facilities and equipment

Suitable facilities will be provided by the Charity where necessary for the Contractor to perform the agreed duties. Contractors are expected to provide their own tools/equipment, however, the Charity may provide such, as follows: *play equipment, craft resources, premises access, kitchen and toilet facilities, stationery, access to printing facilities*. The Contractor should not regard any Charity property as his/her own and all such equipment provided by the Charity must be returned on termination of this agreement. This may include, but is not limited to, any documents, books or other materials.

No business material such as but not limited to telephone or car/other vehicle will be provided for use by the Contractor, and the Contractor must make his/her own arrangements in this regard. Claims for mileage to premises other than the Charity's main address will be considered per Assignment.

The Charity may require production of evidence that shows the deletion from any storage device of any confidential electronic or magnetic information provided to the Contractor for the performance of his/her duties during Assignments.

Substitution

The Contractor shall send a substitute of equivalent skill and expertise to perform the works or to hire assistance to complete the works, giving due consideration to Safeguarding in nominating a substitute. However, the services are normally to be provided by the Contractor personally. If no substitute can be sent in the absence of the Contractor because of illness or injury, the Contractor must inform the Charity at their earliest possible convenience.

In the event that the Contractor sends a substitute or delegate or hires assistance, the Contractor will be solely responsible for the payment and control of the substitute or delegate or hired assistance and the Charity will have no legal, contractual or financial relationship with such substitute or delegate or hired assistance.

Other activities of the Contractor

The Contractor may undertake work for any other organisation at any time, whether before, during or after this Assignment, and the undertaking of such work will not preclude the Charity offering the Contractor additional Assignments as and when they become available. The Charity acknowledges and agrees that the Contractor cannot be required to give the Charity any priority over any other client.

Data protection

The Charity collects and processes certain types of data about you and does so in line with data protection legislation that is in force from time to time. Please read the Charity's Privacy Notice for more information about the types of data processed and the reasons for the processing.

Where you, as part of the provision of your services, process data on behalf of the Charity, you are acting as a data processor. You understand your responsibilities in relation to data protection legislation and have in place appropriate technical and organisational measures to ensure data is processed in accordance with those responsibilities.

Termination

The Charity reserves the right to terminate, or suspend, this agreement in the event the Contractor:

- engages in any conduct detrimental to the interests of the Charity which includes any conduct tending to bring the Charity into disrepute or which results in the loss of custom or business
- fails to perform the assignment with all due care and attention to the reasonably required standard. The Charity reserves the right to withhold all or part of a payment, or to make part payment, in respect of any work reasonably deemed to be substandard
- wilfully neglects to undertake the duties assigned
- within *14 days* of notification, does not take relevant steps to remedy any faulty work identified by the Charity
- fails to take all reasonable steps to safeguard the safety of any person who may be affected by its actions on the Assignment
- fails to comply with any rules or obligations in force at the premises where services are performed during Assignments to the extent they are reasonably applicable
- fails to furnish the Charity with any progress reports as may be requested from time to time
- fails to notify the Charity forthwith in writing if it should become insolvent, dissolved or subject to a winding up petition
- fails to comply with any provision of this agreement where, subsequent to notification of such failure, non-compliance continues for a period of longer than *28 days*
- purports to assign the benefit or burden of this agreement.

In addition, the following may lead to the termination, or suspension, of this agreement:

- the death of the Contractor or
- inability of the Contractor to perform duties assigned for any reason including sickness or injury exceeding a total of 6 weeks in any period of 52 weeks.

The Contractor may immediately terminate this agreement by providing notification to the Charity and bear no liability for compensation or damages if:

- the Charity does not comply with a term or condition of this agreement for a period of 28 days subsequent to the Contractor's initial notification of such failure to comply

- the Charity purports to assign the benefit or burden of this agreement.

Confidentiality

In order to protect the confidentiality and interests of the Charity and without prejudice to every other duty to keep secret all information given to it or gained in confidence, the Contractor agrees on its own part and on behalf of its Staff as follows:

- not at any time whether during or after an Assignment (unless expressly so authorised by the Charity as a necessary part of the performance of its duties) to disclose to any person or to make use of any of the confidential information of the Charity
- to deliver up to the Charity (as directed) at the end of each Assignment all documents and other materials created by it or their staff during the course of the Assignment
- not at any time to make any copy, abstract, summary or précis of the whole or any part of any document or other material belonging to the Charity except when required to do so in the course of its duties under an Assignment in which event any such item shall belong to the Charity as appropriate.

You shall make yourself aware of the Charity's policies in relation to compliance with data protection legislation that is in force from time to time and undertake to act in accordance with these at all times, including exercising reasonable care to keep safe all documentary or other material containing confidential information. You shall inform the Charity immediately upon discovery of a data breach.

Payment

The Charity will pay the Contractor at the rate of £12.50 per hour payable in arrears. This amount does not include an amount representing VAT. The Contractor should submit VAT invoices to *the Treasurer*, in relation to a relevant assignment, which set out the agreed fee payable by the Charity for the services provided. The invoice must include itemised information detailing how the total invoice amount is arrived at.

Payment will be made within 28 days of receipt of an itemised invoice. The Charity shall not be obliged to pay any fees to the Contractor unless invoices have been properly submitted by the Contractor.

Payment will only be made for such hours or days upon which it has been previously agreed that services will be provided by the Contractor or replacement, and no other hour or day will attract payment.

All expenses, e.g. in connection with travel or accommodation, incurred by the Contractor in relation to the performance of the Contractor's duties are covered by the agreed payment rate and no expenses will be reimbursed (unless prior authorisation has been sought and expressly granted by the Charity).

The Contractor shall be liable for any loss, damage or injury to any party resulting from the negligent acts or omissions of its staff/delegates during an Assignment. The

Contractor shall ensure the provision of adequate Employer's Liability Insurance, Public Liability Insurance and any other suitable policies of insurance in respect of the Contractor and its staff/delegates during an Assignment and shall make a copy of the policy available to the Charity upon request.

Tax contributions

The Contractor shall be responsible for any PAYE Income Tax and National Insurance Contributions and any other taxes and deductions payable in respect of its employees, officers, or representatives for any Assignment.

The Charity requires the Contractor to immediately reimburse the Charity in relation to any income tax or other such contributions paid by the Charity for any reason.

Miscellaneous

The Contractor is not entitled to any paid leave of absence for reasons of sickness, injury or holiday or for any other reason from the Charity. 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.

There is a 'genuine occupational requirement', in line with the Equality Act 2010, that the Contractor professes a Christian faith, and that they will provide services to the Charity in a manner that advances the Christian faith without detriment to the religious purposes of the Charity.

The Contractor is required to provide all references requested and complete all checks as required by Church of England Safeguarding policies, prior to commencement of the Contract.

These terms constitute the whole agreement between the Charity and the Contractor upon being signed on behalf of the Contractor and govern Assignments undertaken by the Contractor with the Charity. No variation or alteration to the terms shall be valid unless approved in writing by both parties to the agreement, who represent the only parties who can rightfully enforce any of its provisions.

Signed for and on behalf of the Charity:

Position:

Date: *[insert date]*

Signed by Contractor:

Date: *[insert date]*

Primary Assignment under Contract for Services

Hedgehogs Toddler Group Provision

Assignment Agreement

Parties to the agreement:

St Andrew's Parochial Church Council referred to as 'the Charity'

and

[Insert name of contractor] referred to as 'the Contractor'

Service to be provided:

Weekly (during term-time) coordination and delivery of Hedgehogs Toddler Group at St Andrew's Church, Ashburton, including the following work items:-

- a) Session planning;
- b) Planning and filling the rotas for helpers (including snack helpers);
- c) Preparing materials for activities as required;
- d) Setting up the space for sessions;
- e) Leading the toddler group sessions;
- f) Clearing up the space after sessions;
- g) Managing donations;
- h) Keeping attendance registers;
- i) Maintaining risk assessments in conjunction with the Children, Youth & Families Worker;
- j) Managing registration forms;
- k) Regular updates to service users via WhatsApp and Facebook;
- l) Production of promotional materials for the group and its activities.

Reporting and Dispute Resolution:

The Contracted Service Provider is expected to report to the Children, Youth & Families Worker (Angie Blanche at time of issue). In the absence of the Children, Youth & Families Worker, reporting should be to their management committee (Rev'd John Bennett and Rev'd Kevin Hooke at time of issue), who will also be the first point of dispute resolution. In the event of unresolved complaint or service breakdown, the Team Rector (Rev'd Phillip Parker at time of issue) will be the final arbiter in any dispute.

A weekly summary report should be made to the Children, Youth & Families Worker, informing them of participant numbers, any new attenders, any incidents, any pastoral or spiritual growth points, and any Safeguarding concerns.

Remuneration:

This Assignment is for 4 hours per week (during term-time) at the rate of pay agreed under the Contract for Services.

Duration of Assignment and Termination of Assignment:

This Assignment will operate on a termly basis of duration (in line with the Devon schools term pattern). After the first term, if the Charity is satisfied with the service being provided, a rolling renewal of the Assignment will proceed for each term.

In accordance with the Contract for Services, the Assignment is terminable on written notice by the Charity or the Contractor on not less than 2 months' notice.

Training and Support:

The Charity encourages the Contractor to access training and support that will increase the ability of the Contractor to deliver the assigned Service effectively and creatively. To that end, the Charity welcomes requests from the Contractor for additional hours, travel expenses or funding to attend training activities that are directly relevant to this Assignment. Such requests will be considered by the Charity without guarantee of acceptance – no claim for loss or expense may be made if training is booked or undertaken prior to written agreement being received from the Charity indicating that the costs being claimed for will be honoured. Training and support requests should be made to the Children, Youth & Families Worker's management committee.

Signed for and on behalf of the Charity:

Position:

Date: *[insert date]*

Signed by Contractor:

Date: *[insert date]*