**Instructor Agreement**

This contract for services is made on

Between: ENTER SOCIETY NAME

***University of Stirling Students Union*** of ***The Robbins Centre, Stirling University, Stirling, FK9 4LA*** ("Client"); and **ENTER INSTRUCTOR NAME**("Instructor").

It is agreed as follows:

**Definitions**

In this contract the following words and expressions shall have the following meanings unless the context otherwise requires:

Commencement Date: INSERT DATE

Termination Date: INSERT DATE

Services: the teaching/instruction services to be performed by the contractor in the course of their appointment under this contract and which includes:

1. **Appointment & Duration**

With effect from the Commencement Date, unless and until the agreement is terminated by either party giving to the other not less than 4 week’s prior written notice or as otherwise provided in this agreement, the Instructor is appointed as a contractor to the Client to carry out the Services.

1. **Duties**

During his/her/their appointment, the Instructor shall have ownership of the instruction and will organise and run a balanced programme of instruction, to meet the needs of the Client.

* 1. In doing so, the Instructor will:
		1. use reasonable skill and care in the performance of the Services and devote such time and attention as may be necessary for the proper performance of the Services;
		2. notify the Client as soon as reasonably practicable if any major problems arise which will or which are likely to cause difficulty or delay in the performance of the Services;
		3. at all times act in an appropriate manner during the performance of the Services and shall not engage in any conduct detrimental to the Client’s interests, including any conduct tending to bring the Client into disrepute;
		4. follow all reasonable and lawful directions and regulations relating to the Client’s premises at which the Services are to be provided, including, but without prejudice to the foregoing generality, those relating to health and safety;
		5. comply with all applicable legislation in the provision of the Services (including, but without prejudice to the foregoing generality, the Working Time Regulations 1998 and the Data Protection Act 1998) and all standards of good practice;
		6. use reasonable endeavours to procure compliance with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
		7. not breach any intellectual property rights of any third party in the performance of the Services;
		8. keep reasonable records of all things done in relation to the provision of the Services and shall make such records available for inspection by the Client together with such progress reports as may be requested by the Client from time to time; and
		9. keep all equipment provided by the Client in good and serviceable condition and promptly return such equipment forthwith on request or following the termination of this agreement for whatsoever reason.
1. **Delegation of work**

The Instructor shall be entitled to appoint a substitute Instructor to deliver any element of the contracted services, so long as the substitute Instructor is a suitably qualified Instructor, is covered for public liability insurance and is approved by the Client (approval not to be withheld unreasonably). Approval from the Club’s President and Treasurer will be required before payment of these substitute Instructors occurs for their contracted instruction.

1. **Fees and payment**

A fee of £ (INSERT AMOUNT OR DETAIL PAYEMENT) ***per calendar month*** (inclusive of VAT, if applicable) shall be payable to the Contractor for the provision of the Services for the (INSERT NUMBER OF MONTHS) month period (total = £ INSERT TOTAL AMOUNT ACROSS EMPLOYMENT)

Payment shall be made on submission by the Instructor of a detailed invoice (which must have the Instructor’s name and address, detail the dates and times of the services delivered and have a unique reference number).

The Instructor shall invoice the Client monthly for the services provided.

Payment shall be dependent on satisfactory completion of the required services.

Payment terms will be set as 30 days, from the point of the Club providing the Students Union with an authorised invoice for services.

1. **Liability and insurance**
	1. The Instructor shall indemnify and keep the Client indemnified against:
		1. all demands for income tax, holiday pay, employer or employee national insurance contributions, penalties or interest in respect of the payments made to the Instructor pursuant to Clause 4 or any other payment referable to the provision of the Service which is received by the Instructor and against the Client’s reasonable and proper costs of dealing with such demands; and
		2. any loss, damage or liability arising out of any employment related claim or any claim based on work status against the Client arising out of or in connection with the provisions of the Services, except where such a claim is as a result of any act or omission by the Client.
	2. Notwithstanding clause 5.1, in respect of any claim arising under or in connection with this agreement (and whether arising in contract, delict (tort) (including negligence), breach of statutory duty or otherwise, the Instructor shall in any event not be liable for the Client’s loss of profits or loss of bargain or loss of anticipated savings or business opportunity or any indirect, special or consequential loss.
	3. Nothing in this agreement shall limit or exclude any liability which cannot, by law, be limited including liability for death or personal injury caused by a person’s negligence and fraudulent misrepresentation.
	4. The Instructor must have adequate Public Liability Insurance, and this must be submitted to the Client before any instruction takes place.
2. **Equipment and tools**

The Instructor shall be responsible for providing their own equipment (if necessary), administration, and transport and support services as shall be necessary for the proper performance of the agreed services.

1. **Confidentiality**

7.1 Both parties hereby undertake to use all reasonable endeavours not to reveal to any person any confidential information which comes into their possession through the performance of the Services, or attempt to use any such information in any manner which may injure or cause loss either directly or indirectly to each other or may be likely to do so.

7.2 The undertakings contained in Clause **8.1** shall continue without limit in time notwithstanding termination of this agreement for whatsoever reason, but shall cease to apply to information which comes into the public domain otherwise than through a breach of Clause **8.1.**

1. **Termination**
	1. The Client shall be entitled to terminate this agreement with immediate effect with no liability to make any further payment (other than in respect of any accrued fees or expenses at the date of termination) if:

8.1.1 the Instructor commits any material or persistent breach of the terms of this agreement; or

8.1.2 the Instructor is guilty of any offence which in the Client’s reasonable opinion brings their business into disrepute.

* 1. The Instructor shall be entitled to terminate this agreement with immediate effect in the event that the Client commits any material breach of this agreement and fail to remedy such breach within 14 days of being notified of such breach.
	2. Upon termination of this agreement, for whatsoever reason the Client shall have no liability or obligation on the Instructor, whether financial or otherwise, other than the obligation to make payment to the Instructor in respect of Services actually provided up to the date of termination regardless of the reason for termination.
	3. The termination of this agreement, for whatsoever reason, shall not operate to affect such of the provisions hereof as are expressed to operate or have effect thereafter and shall be without prejudice to any other accrued rights or remedies of the parties.
1. **Quality Assurance and Indemnity**

The Instructor shall ensure that all services are delivered to the required standard. If any work provided by the Instructor fails to meet the required standards, the Instructor agrees to remedy this at no additional charge. This is subject to the Client raising the specific quality issues with the Instructor in writing at the time of, or immediately following the performance of, the specific services in question.

The Instructor is entitled to solicit or accept from and perform other work for third parties during the continuance of this agreement, provided no conflict of interest exists, and the performance of the Services is not compromised.

Signed by Instructor:

Date:

For and on behalf of Client

Signed:

Date: