

## **Tutor/Assessor/Quality Assurer Agreement**

### **1. This agreement is between:**

Sport Structures and associated companies of Suite 8, The Cloisters, 12, George Road, Edgbaston, Birmingham, B15 1NP ("the Company")

NAME ("the Tutor"/Assessor/Quality Assurer)

Unique Tax Reference Number (UTRN ) for self-employed status

### **2. Purpose of the Agreement**

The purpose of this Agreement is to regulate the terms under which the Tutor/Assessor/Quality Assurer will supply services to the Company.

The Company is under no obligation to offer the Tutor/Assessor/Quality Assurer any work or any minimum amount of work. The Tutor/Assessor/Quality Assurer is under no obligation to accept any particular offer of work. However, if the Tutor/Assessor/Quality Assurer agrees to undertake any services, this Agreement will govern the parties' obligations in respect of the particular services.

This Agreement governs the Tutor's/Assessors/Quality assurers' overall relationship with Sport Structures. In addition to the terms set out in this Agreement, terms of Reference are available and will be supplied to the Tutor/Assessor/Quality Assurer separately. These may be amended from time to time and will be circulated to Tutors/Assessors/Quality assurers.

### **3. The services to be carried out**

Tutoring/Assessing/Quality assuring programmes coordinated by Sport Structures.

The specific programmes to be delivered will be agreed upon separately for each assignment. The company is responsible for the allocation of Tutors/Assessors/Quality Assurers to each programme.

If you are on the approved Sport Structures Tutor/Assessor/Quality Assurer list, it is expected that you will deliver the agreed Sport Structures programmes. It would be regarded as a conflict of interest to deliver the same programmes to another provider. If you do deliver for another provider, you should declare this to be managed appropriately.

The Tutor/Assessor/Quality Assurer will also abide by our Policies and Procedures. These can be requested at any time by emailing [education@sportstructures.com](mailto:education@sportstructures.com).

## **Place of work**

The work is to be carried out at various venues, as determined by Sport Structures. It is also recognised that learning will take various formats, including online delivery through virtual classrooms.

## **4. Fees and expenses**

Fees for work are defined by Sport Structures. The fees will exclude any expenses the Tutor/Assessor/Quality Assurer may incur in the delivery of the assignment. This fee is paid by Sport Structures. The Tutor/Assessor/Quality Assurer may not claim any expenses from the Company unless this has been agreed in advance at the time of assignment.

Fees will be paid on completion at an agreed date of each assignment by bank transfer to a bank or building society account designated by the Tutor/Assessor/Quality assurer.

## **5. Status and liability**

The parties agree that the Tutor/Assessor/Quality Assurer is not a "worker" for the purposes of the Working Time Regulations 1998 or the National Minimum Wage Act 1998 by reason that the services to be provided under this Agreement, are provided for the Company as a business or professional client of the Tutor's/Assessor/Quality assurer business or profession.

The relationship between Sport Structures and the Tutor/Assessor/Quality Assurer shall be that of a principal and independent self-employed contractor and not in any way that of employer and employee. The Tutor/Assessor/Quality Assurer is responsible for declaring all income to the relevant tax authorities.

The Tutor/Assessor/Quality Assurer is responsible for organising and ensuring all services are delivered in an efficient manner but shall in all events liaise with Sport Structures to ensure that due account is taken of the impact of the timing of any activities upon any other activities of the Company.

## **6. Sickness and other absence**

If the Tutor/Assessor/Quality Assurer accepts an assignment but is subsequently unable to complete the assignment in full or in part (for example, due to sickness), the Tutor/Assessor/Quality Assurer is obliged to notify the Company as soon as possible so alternative arrangements can be made.

## **8. Company Property**

On leaving the Tutor/Assessor/Quality Assurer workforce for whatever reason, Tutors/Assessors/Quality Assurer must immediately return all, and any Company property held. This includes but is not limited to all hardware, software, equipment, electronic storage media, documents, samples, marketing materials, contacts databases, keys and clothing. It also includes any copies of documents, software or other items.

## **9. Branded Clothing**

Sport Structures may provide various items of branded clothing which may be worn in appropriate circumstances whilst carrying out Tutoring/Assessing/Quality assuring services. The Company will replace items of branded clothing as and when required and these should be returned when leaving the Company's service.

## **10. Confidentiality**

Tutors/Assessors/Quality Assurers must not disclose any confidential information relating to the Company or its business during or after providing services, except as necessary to carry out duties or as required by law. Information, which is considered confidential includes, but is not restricted to Company information related to:

- Company and management information
- Programme materials
- Intellectual Property
- Personal learner details
- Suppliers

Confidential information also includes any information marked confidential or which is otherwise notified as being confidential.

Any documents or items which belong to the Company, or which contain any confidential information must be deleted or destroyed if requested by the company. Any personal data would be handled in line with our Privacy Policy.

For the avoidance of doubt, "disclose" as used in this clause includes any disclosure made by you on a social networking website or similar.

## **11. Intellectual Property**

For the purposes of this section and the preceding section ("Confidentiality"), "Intellectual Property" includes manuals, Learning programmes, guidance notes, posters, presentations, copyrights, patents, trademarks and design rights (whether registered or unregistered), and any applications for such materials, rights, discoveries, inventions, know-how and all other equivalent or related rights worldwide.

If, at any time, during the course of working for Sport Structures, a Tutor/Assessor/Quality Assurer creates or discovers or participates in the creation or discovery of any Intellectual Property relating to or capable of being used in the business of the Company, they will immediately communicate full details of the Intellectual Property to the relevant Manager and such Intellectual Property shall be the absolute property worldwide of Sport Structures.

At the Company's request and expense, Tutors/Assessors/Quality Assurers will give and supply all information and assistance as may be required to enable the Company or any associated company to exploit their Intellectual Property and Tutors/Assessors/Quality

assurers will assign, make, execute and deliver all and any documents requested by the Company and do all things that may be necessary or desirable for obtaining protection in connection with obtaining, maintaining, extending and if necessary enforcing and defending the Intellectual Property as the Company may direct.

Tutors/Assessors/Quality assessers hereby assign to the Company by way of future assignment all copyrights or patents arising in any works or materials produced by you during your deployment.

Tutors/Assessors/Quality assessers will do nothing during or after working for the company to affect or imperil the validity of any Intellectual Property rights obtained, applied for or to be applied for by the Company and in particular Tutors/Assessors/Quality assessers will not publish or disclose any information or materials relating to any such Intellectual property without the Company's prior written consent.

## **12. Monitoring of Personal Communications**

All Tutors/Assessors/Quality assessers should be aware that Sport Structures may monitor communications received or made via systems including e-mail and social media. Monitoring will be for company-related purposes only.

## **13. Continual Personal Development**

The CPD process identifies areas of training that may need to be undertaken to fulfil the requirements of the role. This training will be made available on an 'as and when' basis. There will be a requirement to attend a minimum of one training/standardisation day per annum to maintain active tutor status.

## **14. General**

If any section of this Statement, or any part of a section, is found to be illegal or unenforceable, that part or section, as the case may be, will be considered separate and severable and the remaining parts or sections, as the case may be, will not be affected and will be enforceable to the fullest extent permitted by law.

## **15. Ending the arrangement**

Either party may terminate this Agreement by giving written notice to the other of at least one month, or lesser period by mutual agreement. Any assignment already accepted by the Tutor/Assessor/Quality Assurer prior to notice being served, must be completed in full unless otherwise agreed by both parties.

I have read, understand, and accept the agreement set out above.

Signed by the Tutor/Assessor/Quality Assurer

Date

Signed on behalf of Sport Structures

Date