



SELF-EMPLOYED / CONSULTANT'S AGREEMENT

1. Introduction and Definitions

This Agreement is between

Education Careers,

(Radial House, Unit 304, 3rd Floor, herein after called EC) and

_____, herein after called 'the Consultant').

Name of Consultant

Address

Telephone number/mobile number

Name of next of kin/Telephone number

Emergency contact number

The Agreement will be in accordance with the following Terms and Conditions unless and until an alternative is specifically agreed between the Parties.

2. Purpose of the Agreement

Further details of the Agreement are set out in the attached Schedule of work. The Consultant shall provide regular contact and activity reports to the EC Director, Ms Swe Swe Aung.

3. Commencement date and duration of the Agreement

This Agreement will commence on _____ and is to be carried out in accordance with the following conditions:

It may be terminated by either party, giving **four week's** notice in writing.

EC may terminate the agreement immediately in the event that the Consultant commits any material breach of the terms of this Agreement, or is guilty of gross misconduct.

4. Fees and expenses

Fees for the Agreement will be as follows:

Where necessary, VAT will be added at the appropriate rate.

Where appropriate any other expenses will be paid at cost and in accordance with arrangements specifically agreed, in advance, with the Consultant.

The organisation will pay a fee of £_____ per hour/per day/per month.

This fee is inclusive of VAT, national insurance, income tax, professional indemnity, and public liability insurance and travel expenses. Other out of pocket expenses will be reimbursed as appropriate in agreement with the Director (Ms Swe Swe Aung) and on production of appropriate receipts.

5. Invoices and payment

Unless specifically agreed otherwise, invoices will be submitted monthly by the Consultant and payment made within 7 days.

6. Taxation

The Consultant is a self-employed person responsible for taxation and National Insurance or similar liabilities or contributions in respect of the fees and the Consultant will indemnify EC against all liability for the same and any costs, claims or expenses including interest and penalties.

The Consultant and EC acknowledge that it is intended that the Consultant is a self-employed person. Nothing in this Agreement shall render the Consultant an employee, agent or partner of EC, and the Consultant shall not hold himself/herself out as such.

For the avoidance of doubt, as a self-employed person, the Consultant is not entitled to any benefits provided to EC's employees, including for example paid holidays, private medical insurance, pension, sick pay, season ticket loan, life assurance, permanent health insurance, the opportunity to participate in any savings related share option plan or any other fringe benefits provided by EC.

For the avoidance of doubt the Consultant will be solely liable for the payment of any tax or social security contributions payable on any fees or expenses paid to him or her by EC arising in consequence of the Agreement.

7. Confidentiality

The Consultant will not divulge to third parties matters confidential to EC (whether or not covered by this Agreement) without EC's explicit written permission.

In the course of the provision of the Services the Consultant is likely to have access to secret or confidential information (whether recorded in writing or on computer disk or in any other manner) regarding the affairs of EC and its students, clients, customers and business associates.

During the provision of the Services and after the cessation of such provision the Consultant shall not use (save for the benefit of EC) and shall not disclose, divulge or communicate directly or indirectly to any third party any such Confidential Information without the EC's prior written consent.

8. Copyright

Except where specifically agreed in writing otherwise, all material, data, information etc. collected during the course of the Agreement will remain in the possession of EC and not used without their written permission

Where the Agreement provides for the publication of material, the following specific conditions shall apply:

(a) EC will retain the right to edit the final draft prior to publication subject, in the case of joint publications, to amendments proposed being agreed with the author(s).

(b) prior to publication, the Consultant and/or others associated with the publication shall not disclose any material obtained or produced for the purposes of the project to any other party unless EC have given prior approval in writing.

(c) the Consultant will provide to EC copies of all material, data etc. collected specifically for the project and indicate the source of other material used.

(d) EC will, except where specifically agreed otherwise, hold copyright to the publication.

Other matters relating to the use of the material shall be covered as an Appendix to this Agreement. Where other uses are agreed, all material and publications based on the project shall acknowledge EC.

9. Other Activities of the Consultant

It is understood that the Consultant may act as a consultant, or be engaged in any other working relationship, or provide Services to a third party or third parties. Provided such arrangements do not prevent the proper provision of the Services at EC, the Consultant will be required to obtain a prior written consent from EC of any such arrangements.

10. Resources

EC shall make available suitable space as are necessary for delivery or performance of the Services, and equipment. All equipment will remain property of EC and must be returned on termination of the Contract. The Consultant shall be responsible for obtaining whatever equipment, materials and/or additional persons that may be required to adequately provide the services.

11. Absence

If you are unable to attend work for any reason and your absence has not previously been authorised by the organisation you must inform the Principal/ Manager of the fact of your absence and the full reasons for it at least 30 minutes before your normal start time on each working day of absence until you have provided the organisation with a medical certificate. You must also notify the office of the likelihood of your date of return and keep the Principal informed of your progress. For absences of five working days you may be required to complete a self-certified form. For absence beyond five working days (including the weekend) you may be required to obtain a medical statement signed by a doctor.

In the event of cancellation of classes the teacher will be paid a cancellation fee equivalent to the first hour of teaching, with no obligatory notice given.

12. Termination

EC may terminate or suspend the performance of its obligations under the Contractual Agreement immediately upon giving written notice to the Consultant without liability for compensation or damages if the Consultant by way of example:

- Fails to comply with the terms and conditions of this Agreement which (if capable of remedy) shall remain un - remedied 30 days after notice of such breach has been served by EC on the Consultant.
- Dies, becomes bankrupt, has a receiving order made against him or her or suffers any similar action as a result of debt.
- Is unable or prevented from carrying out duties under this Agreement through incapacity or any other cause for a number of weeks exceeding a total of 5 weeks in any period of 10 weeks.
- Wilfully neglects to perform his or her duties under this Agreement and, in particular, fails to remedy any fault in work produced by the Consultant within 7 days of being notified of that fault.
- Acts in any way which in the opinion of EC brings or will bring EC into disrepute. purports to assign the benefit or burden of this agreement.

The Consultant may terminate or suspend the performance of his or her obligations under this Agreement immediately upon giving written notice to EC without liability for compensation or damages if EC:

- Fails to comply with the terms and conditions of this Agreement which (if capable of remedy) shall remain un-remedied 30 days after notice of such breach has been served by the Consultant on EC.

- Purports to assign the benefit or burden of this agreement.

13: The work will be for the equivalent of

_____ or until
terminated by two weeks' prior written notice by either party or by mutual agreement or any other arrangement agreed.

14. Other conditions

Any other conditions, including variations to the terms set out above, shall be included as an Appendix to this Agreement.

For Education Careers

Signed: _____ *Aung* _____

Date: _____ 10/04/2024 _____

Name: _____ Swe Swe Aung _____

Designation: _____ Director _____

For the Self-Employed / Consultant

Signed: _____

Date: _____

Name: _____

Designation: _____