

TRAINING AND CONSULTANCY AGREEMENT FOR INDIVIDUALS

1 Agreement Date and Parties

The date of this Agreement is [Date]

This is an agreement between:

ART Providers Ltd (trading as ART) with its registered office at 23 Minster Road, Moston, Manchester, England, M9 4QE, United Kingdom (the "Client"); and

[Tutor Name] of [Tutor's Business Address] (the "Tutor").

2 Definitions

2.1 In this Agreement (including the schedules), except to the extent that the context otherwise requires, the following terms shall have the meanings set out below:

"Agreement" means this agreement, including any Schedules to this agreement;

"Capacity" means directly or indirectly, either alone or jointly with or on behalf of any person, organisation or undertaking, and as agent, contractor, director, employee, owner, partner, shareholder, principal or in any other capacity.

"Client Content" means any content produced, written or developed for or on behalf the Client by the Tutor (other than Tutor Content) in relation to the Services or as otherwise set out in clause 10.4;

"Fee" means the amount due to the Tutor as set out in the Schedule, subject to the terms of this Agreement;

"Restricted Business" means the business or services of the Client in relation to which the Tutor provided the Services;

"Restricted Customer" means:

- a) any firm, company or person who or which, during the 12 months before the termination of this Agreement, was a customer or client of the Client, or who was in the habit of dealing with the Client; and
- b) with whom the Tutor had material dealings at any time in the 12 months immediately before the termination of this Agreement.

"Restricted Period" means the period of 6 months immediately following the termination of this Agreement (howsoever arising).

“Restricted Person” means any person employed or engaged by the Client who could materially damage the interests of the Client if they were involved in any Capacity in any business concern that competes with the business of the Client, and with whom the Tutor dealt with in the 12 months immediately before the termination of this Agreement.

“Services” means the services described in the Schedule provided by the Tutor to the Client;

“Term” means the period of this Agreement as set out in clause 3.2;

“Tutor Content” means any content owned or developed by, or licensed to, the Tutor prior to, or independently from, the Tutor’s engagement under this agreement, which are supplied by the Tutor to the Client for use in relation to the Client’s business.

3 The Term

- 3.1 The Client engages the Tutor to provide the Services in accordance with the terms of this Agreement. The Tutor agrees to provide the Services in accordance with the terms in this Agreement.
- 3.2 This Agreement will continue for the Term. The Term starts on the date set out in the Schedule and will continue until it ends as set out in the Schedule, unless ended earlier under clause 10.

4 Tutor's Responsibilities

- 4.1 During the Agreement, the Tutor will:
- a) provide the Services carefully and skillfully as best they can and in a first class professional way;
 - b) meet the Client’s reasonable expectations by providing the Services as agreed with the Client;
 - c) where appropriate, ensure the learners have successfully achieved the credits and merit any certification provided to them;
 - d) reply as soon as possible to any reasonable request from the Client for information and reports in connection with the Services;
 - e) tell the Client as soon as he/she reasonably can if the Tutor is unable to provide the Services or complete any part the Services for any reason;
 - f) try to ensure that he/she is available at all reasonable times (as long as the Tutor is given reasonable notice in advance) to provide any assistance or information the Client in relation to the Services;
 - g) not incur any expense on the Client's behalf, or give the impression he/she is allowed to do so, unless the Client specifically tells the Tutor to do so in writing;
 - h) comply with all reasonable standards of safety and with the Client's written health and safety procedures where the Services are provided at the Client’s or any third parties premises, and report any unsafe working conditions or practices to the Client;
 - i) comply with all applicable laws about anti-bribery and anti-corruption including the Bribery Act 2010, and also with any of the Client's ethics policies or data protection policies that the Tutor is made aware of; and
 - j) make sure that all his/her work is original and does not infringe anybody else's rights and that nothing the Tutor does will be unlawful or infringe anybody else's rights of data or

privacy, or be obscene, or damage anybody's reputation in a way that the law judges to be defamatory.

- 4.2 The Tutor is engaged as a self-employed contractor with the ability to take ownership of the Services and accept proper responsibility for their provision. The Tutor is free to use his/her professional judgement and shall have autonomy in relation to determining the method of performance of the Services provided that in doing so the Tutor shall co-operate with the Client and comply with all reasonable and lawful requests of the Client.
- 4.3 The Tutor may provide the Services from such locations as the Tutor shall determine having regard to the nature and delivery of the Services and as agreed with the Client.
- 4.4 The Tutor shall not be required to provide any advice and assistance in addition to the Services. Any requests to provide any additional advice and assistance shall be agreed by the Tutor before the advice or assistance is provided, including the fee payable for such additional advice and assistance. The details of any new fee arrangements between the Tutor and Client shall be agreed in writing.
- 4.5 The Client is not obliged to offer any work to the Tutor and the Tutor is not obliged to accept any offer of work made by the Client. Neither party want to create or imply any mutuality of obligation between themselves during the period of this Agreement (including during any notice period) or in relation to the provision of the Services.
- 4.6 The Tutor shall provide at his/her own cost all equipment as is necessary for the satisfactory performance of the Services and as agreed with the Client. If the Tutor is provided with equipment by the Client, the Tutor shall be responsible for looking after the equipment. If any equipment is lost or damaged while the Tutor is responsible for it, the Tutor shall pay the cost of any necessary repairs or replacement.
- 4.7 The Tutor warrants and represents that he/she:
 - a) has full capacity and authority and all necessary licences, permits, and consents to enter into this Agreement and to enter into and perform the Services;
 - b) has the right to stay and work in the United Kingdom;
 - c) is not prevented by any other agreement or arrangement or any restriction (including, without limitation, a restriction in favour of any employment agency, employment business, or client) from fulfilling in full his/her obligations under this Agreement;
 - d) remits PAYE, Income Tax and National Insurance Contributions (as appropriate) in respect of any payments made under this Agreement;
 - e) is not deemed to be an Agency Worker pursuant to the Agency Worker Regulations 2010 (**AWR**);
 - f) operates a business on his/her own account and that the Client is a customer of the Tutor; and
 - g) shall promptly do all such acts or execute all such documents as the Client may reasonably require to ensure the Tutor complies with all applicable laws. The Tutor shall maintain complete and accurate documents and records that relate to the provision of the Services and the performance of the Tutor's obligations under this Agreement.

5 Client's Responsibilities

- 5.1 When necessary to provide the Services, the Client will provide the Tutor with access to its premises and equipment.

5.2 The Client shall notify the Tutor of any statutory rules or regulations that apply to the Tutor such as those relating to health and safety, and the information security policy of the Client.

6 Fees

6.1 The Client will:

- a) pay the Tutor the Fee (if any is due), together with any VAT that applies, provided that the Tutor has sent an invoice in the way set out in the Schedule, together with the Services provided during the period covered by the invoice;
- b) pay each invoice within the period set out in the Schedule;
- c) be entitled to deduct from these fees any sums that the Tutor may owe to the Client at any time.

6.2 The Tutor is not entitled to the Fee when he/she does not provide the Services. The Tutor is not entitled to any payment in respect of holiday or other benefits that are provided to the Client's employees. The Tutor shall ensure that he/she shall comply with all statutory provisions in relation to the Services.

6.3 Payment of the Fees or any expenses or other payments by the Client will not affect any of the Client's claims or rights against the Tutor if the Tutor does not provide the Services in accordance with this Agreement.

7 Expenses

7.1 The Tutor shall be responsible for all expenses that he/she has to pay in order to carry out the Services unless some other agreement is made between the Tutor and the Client.

7.2 If the Client agrees to pay any of the Tutor's expenses, the Tutor will:

- a) provide receipts or other valid evidence of payment; and
- b) get the Client's agreement in writing before the Tutor incurs any expenses.

7.3 The Tutor must invoice the Client for the expenses claimed and, if they are due, the Client must pay them (together with any VAT due) within the period set out in the Schedule.

7.4 If the Tutor has to travel abroad in the course of the Agreement, the Tutor will be responsible for any necessary insurance, vaccinations and immigration requirements which apply to him/her.

8 Other Activities and Restrictions

8.1 The Tutor may be involved in any other business during the Term as long as he/she:

- a) does not breach this Agreement;
- b) is not involved in a business that places the Tutor in a conflict of interest with the Client;
- c) is not involved in a business similar to, or competing with, the Client, without the Client's previous written agreement;
- d) does not interfere or try to interfere in any contract, agreement or arrangement between the Client and any third party; and
- e) does not discourage any third party, including any client or potential client of the Client, from entering into or continuing any contractual relations or arrangement with the Client.

- 8.2 During the period of this Agreement, the Tutor shall have contact with the Client's clients and the Tutor shall be introducing some of its clients to the Client. The Tutor agrees he/she shall at all time act with the highest standards of ethics in their dealings with the Client and its clients and shall observe the restriction in this clause 8.
- 8.3 During the period of this Agreement, the Tutor agrees that he/she shall not do any act with the intent of circumventing this Agreement and providing services that are the same as or similar to the Services to any client of the Client or to any third party in negotiations with the Client for the Client to provide services to that third party. The Tutor undertakes not take any action or inaction that may have the effect of excluding the Client from any business or any payments due to it in respect of any its clients.
- 8.4 In order to protect the confidential information, business connections and key employees of the Client, the Tutor agrees that he/she shall not in any Capacity:
- a) for the Restricted Period, solicit, approach, canvass or endeavour to entice away (personally or through or by a third party) from the Client the business or custom of a Restricted Customer with a view to providing goods or services to that Restricted Customer in competition with any Restricted Business;
 - b) for the Restricted Period, be involved with the provision or supply of goods or services to (or otherwise have any business dealings with) any Restricted Customer in the course of any business concern that is in competition with any Restricted Business;
 - c) for the Restricted Period in the course of any business concern that is in competition with any Restricted Business, offer to employ or engage, or seek to solicit or entice away from the other party any Restricted Person;
 - d) for the Restricted Period in the course of any business concern that is in competition with any Restricted Business, employ or engage, solicit or entice away, or otherwise facilitate the employment or engagement of any Restricted Person, whether or not such person would be in breach of contract as a result of such employment or engagement;
 - e) for the Restricted Period, contract with or engage with a Restricted Customer in such a way as could adversely affect the business of the Client.

9 Confidential Information

- 9.1 The Tutor shall not use or disclose to anyone, any Confidential Information that he/she may see or find out when providing the Services unless:
- a) the Tutor's makes it necessary to disclose the information to someone in order that they can help fulfil the Services;
 - b) the Client approves its disclosure;
 - c) the law requires it to be disclosed;
 - d) the information is already public and known by others (but not because the Tutor told them).
- 9.2 The Tutor will protect the Confidential Information against unauthorised disclosure by using the same degree of care as the Tutor takes to look after and keep safe his/her own confidential information of a similar nature, being at least a reasonable standard in line with professional industry standards.
- 9.3 Confidential Information shall mean any trade secrets or other information (in whatever form and wherever kept) relating to the business or clients of the Client, or their prospective business, products, services, technical processes, computer software (both source code and

object code), intellectual property rights or finances, or compilations of two or more items of such information whether or not each individual item is in itself confidential, including without limitation, price lists, lists of customers and suppliers (both current and those who were customers or suppliers during the previous two years), which comes into the Tutor's possession by virtue of this Agreement, and which the Client regards, or could reasonably be expected to regard, as confidential, whether or not such information is reduced to a tangible form or marked in writing as "confidential", and any and all information which has been or may be derived or obtained from any such information.

- 9.4 At any time during the Agreement, the Tutor will immediately return to the Client on request, all Confidential Information and anything else the Client owns, such as paperwork, training manual, training materials, data and documents created by the Tutor on the Client's or the Tutor's computer systems, or any other work created by the Tutor during the period of this Agreement in relation to the Services.

10 Intellectual Property

- 10.1 The Tutor shall retain ownership of any Tutor Content and any intellectual property rights in the Tutor Content.
- 10.2 The Tutor grants to the Client a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display, and distribute the Tutor Content to any third party through any media, including promoting it via advertising on other websites. This includes making the Tutor Content available to other companies, organisations, or individuals who partner with the Client, broadcast, distribution, or publication of content on other media. This licence does not affect the ownership of the Tutor Content or the intellectual property rights in the Tutor Content.
- 10.3 The Tutor confirms and warrants to the Client that it has all the rights, power, and authority necessary to authorise the Client to use any Tutor Content as set out in clause 10.2. The Tutor agrees to the Client's use of the Tutor Content without payment of any compensation to it.
- 10.4 When the Client agrees with the Tutor that the Services include producing content for or on behalf of the Client or the Client agrees to buy content from the Tutor for resale or some other purpose, the Tutor assigns to the Client, without any further payment, all intellectual property rights (such as copyrights, or rights in designs) that arise in relation to the Client Content. This applies whatever form the Client Content takes. The Tutor agrees that if he/she is prevented by law from transferring the Client Content to the Client, he/she will hold them on the Client's behalf, on trust.
- 10.5 Unless otherwise agreed between the Tutor and the Client in writing, the Tutor agrees:
- a) to inform the Client in writing of any Client Content the Tutor may develop or produce, and to keep all details of Client Content confidential;
 - b) that he/she shall not try to register legally any intellectual property rights in Client Content, or do anything else (such as signing documents) that the Client needs to confirm the Client's ownership of the Client Content, or protect the Client's rights in them;
 - c) that he/she has not allowed and will not allow anyone else to use the Client Content or any of the intellectual property rights in it, and that nobody else is using it as far as he/she knows;
 - d) that the Client Content will not infringe anybody else's rights and if this is not correct, the Tutor will pay the Client back for any money lost as a result of any successful claim against the Client;

- e) that the Client may exploit, alter or change any of the Client Content without identifying the Tutor as the creator. The Tutor waives any moral rights that arise under the Copyright Designs and Patents Act 1988.

11 Data Protection

- 11.1 The Client will collect and process data about the Tutor in accordance with its data protection policy.
- 11.2 The Tutor comply with the Client's data protection policy and any other policies that apply to the processing of data, including in relation to criminal records information, internet, email and communications, information security and bringing the Tutor's own device.
- 11.3 In addition to the general obligations of the Tutor under clause 11.2, the Tutor will:
 - a) co-operate fully with the Client to allow the Client to comply with all of its obligations under applicable data protection legislation;
 - b) implement and maintain appropriate technical and organisational measures against unauthorised and unlawful processing of personal data (in each case as defined in applicable data protection legislation) and against accidental loss and destruction of or damage to personal data;
 - c) process any personal data disclosed to the Tutor by or on behalf of the Client only:
 - (i) for the purposes of providing the Services; and
 - (ii) for the purposes for which that personal data was obtained and is processed by the Client;
 - d) provide evidence straightaway of the Tutor's compliance with his/her obligations under clause 11.2 and 11.3 as the Client may from time to time reasonably request;
 - e) straightaway on receiving notice from the Client, take all appropriate action to enable the Client to comply properly with any request from a data subject in relation to access to and/or rectification or erasure of personal data; and
 - f) immediately notify the Client of any data breach relating to personal data about which the Tutor become aware.

12 Ending this Agreement

- 12.1 Either the Client or the Tutor can end the Agreement straight away by sending the other a written notice, if:
 - a) either of them commits any serious or repeated breach of any of its obligations under this Agreement, and (where that the breach can be put right) whoever is committing the breach does not put it right within 14 days of receiving a written notice from the other party that requires them to put the breach right;
 - b) is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986, or if an order shall be made or resolution passed for the winding up of the Client (otherwise than for the purpose of and followed by a solvent reconstruction or amalgamation), or if an administration order shall be made in respect of the Client or if the Client becomes insolvent or shall make any assignment for the benefit of creditors generally, or has a receiver appointed over all or any part of its assets, or takes or suffers any similar action in consequence of debt or in relation to the Tutor, is declared bankrupt.

- 12.2 Subject to clause 12.1, either party can end the Agreement by giving the other party not less than [2] months' notice in writing provided that where the Tutor gives notice, such notice shall not expire until any Services that the Tutor has agreed to provide, including any ongoing courses, have been completed, unless:
- a) otherwise agreed with the Client; or
 - b) the Tutor provides a suitable substitute who has the necessary skills, qualifications and experience to complete the Services without any disruption to the Services and provided that the Tutor completes a proper handover to such substitute within a reasonable timeframe.
- 12.3 The reasons listed in this clause 12 do not limit any of the legal rights of the party who ends this Agreement. If that party does not exercise its rights to end this Agreement straight away, this does not mean that it is giving up its right to end the Agreement in future for that reason or for another reason.

13 Responsibilities on Termination

- 13.1 On termination of this Agreement the Tutor must:
- a) immediately return to the Client all of its property in his/her possession or to which he/she has access, and any materials that the Tutor has been working on as part of the Services (for example working papers);
 - b) delete straightaway all information about the Client's business that is stored electronically in the Tutor's possession or to which either he/she has access; and
 - c) sign a statement that he/she has done these things.

14 Status and substitution

- 14.1 The relationship between the Client and the Tutor will be that of independent contractor, which means that the Tutor is not the Client's employee, worker, agent or partner, and the Tutor will not give the impression that they are. The Tutor shall be responsible for all payments due to any person engaged or employed by him/her in relation to the Services.
- 14.2 As this is not an employment contract the Tutor will be fully responsible for all his/her own tax including any national insurance contributions arising from carrying out the Services. The Tutor shall indemnify the Client against any such payments, penalties, fines, interest or other charges that may result from non-payment of tax or other contributions or deductions by the Tutor. The Tutor agrees to indemnify the Client against all demands for any National Insurance contributions and any income tax, penalties and interest made against it in respect of the fees or any other payments due in respect of the Services and against the costs of the Client in dealing with such demands.
- 14.3 The Tutor shall be fully responsible for and shall indemnify the Client for and in respect of any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Tutor or any other person engaged or employed by the Tutor against the Client arising out of or in connection with the provision of the Services, except where such claim is as a result of any act or omission of the Client.
- 14.4 The Tutor shall ensure that he/she has the necessary skills and experience to provide the Services to the reasonable satisfaction of the Client. Any training that the Tutor requires shall be paid for by the Tutor.

- 14.5 The Tutor may appoint a suitably qualified and skilled substitute to perform the Services instead of the Tutor. The Client may refuse to accept any substitute only if it is not reasonably satisfied that the substitute has the necessary skills and qualifications to provide the Services to the Client's reasonable satisfaction.
- 14.6 If a substitute is appointed, the Tutor shall:
- a) be responsible for any payment agreed between the substitute and the Tutor;
 - b) make sure that the substitute is able to take over the Services from the Tutor without unreasonable disruption and shall be responsible for any additional costs during any handover period;
 - c) continue to be subject to all liabilities and obligations in this Agreement during the appointment of the substitute;
 - d) get the substitute to sign any documents to protect the interests of the Client including in relation to confidentiality and assignment of intellectual property rights; and
 - e) make sure that the substitute has any training that is necessary (at the Tutor's expense).

15 Liability

- 15.1 The Tutor shall be responsible for any loss, damage or injury to any party that results from any act or omission of the Tutor, even if it is not a breach of this Agreement. The Tutor shall indemnify the Client, in full, for any payments that the Client has to make to any third party and for any expenses (including reasonable legal fees), losses, awards or damage incurred by the Client, as well as any fine or other payment imposed on the person, organisation or the Client, relating to such loss, damage or injury.
- 15.2 The Tutor agrees to indemnify and keep indemnified the Client against any liabilities, claims, damages and losses howsoever arising from or incurred by reason of (i) any infringement or alleged infringement (including but not limited to the defence of such alleged infringement) by the Tutor of any intellectual property rights of any third party suffered or incurred as a result of or in connection with the supply or receipt of the Services under this Agreement, and (ii) indemnify the Client against all reasonable costs and expenses (together with all penalties, fines, interest, charges and costs (including management costs)) incurred or payable by the Client in connection with any such liability, infringement or claim to the extent that such liabilities or claims are caused by the Tutor.
- 15.3 The Tutor shall make sure that he/she has insurance to cover any claim against him/her (or any other person or organisation that he/she engages or employs) whether the claim is because of this Agreement or for some other reason. The insurance shall include Employer's Liability Insurance, Public Liability Insurance, Professional Indemnity insurance and any other suitable policies of insurance as the Tutor shall determine.
- 15.4 The Tutor shall be responsible for any problems arising as a result of the provision of the Services and the Tutor shall put these problems right at his/her own cost where the Client notifies the Tutor in writing of the problem.
- 15.5 Neither the Tutor nor the Client will be liable to the other for failure or delay in carrying out this Agreement, which is caused by an event beyond their reasonable control and that they could not have foreseen, or which was unavoidable. This includes industrial disputes, energy or transport failures, acts of God, war, terrorism, civil unrest, explosions, mechanical breakdown, natural disasters, deliberate damage, or failures of suppliers or sub-contractors to do what they are supposed to.

15.6 Nothing in this Agreement shall exclude or limit the parties' liability in respect of death, personal injury or fraud howsoever arising.

16 Notices

16.1 Any notice sent under this Agreement must be in writing and must either be delivered by hand, or by pre-paid first class post or recorded delivery at the address shown at the beginning of this Agreement (or such other address as is notified to the other party for this purpose) or by email to an email address notified to the other party for this purpose.

16.2 Without evidence of earlier receipt, notices given in accordance with clause 14.1 are deemed received:

- a) if the notice was delivered by hand, courier or other messenger, at the time of delivery;
- b) if the notice was sent by post, at 9.00am on the second business day after it was posted;
or
- c) if the notice was sent by email, at the earlier of the time a return receipt is generated automatically by the recipient's server, the time the recipient acknowledges receipt, and 24 hours after transmission, unless the sender receives notification, or should reasonably know, that the email has not been successfully delivered,

except that if deemed receipt is outside of normal business hours, the notice shall be deemed to be received at 9.00am on that business day where deemed receipt would be before 9.00am, or at 9.00am on the next business day where deemed receipt would occur after 5.00pm. This arrangement does not apply to the service of any documents in legal proceedings.

17 General

17.1 This is the whole Agreement between the Client and the Tutor and replaces any previous agreements between them. The Tutor confirms that, in entering into this Agreement, he/she has not relied upon and shall have no remedy in respect of any representations or warranties outside of this Agreement and the only remedy available to him/her for breach of warranties shall be for breach of contract under the terms of this Agreement.

17.2 If either the Client or the Tutor wants to change this Agreement, the change must be in writing and must be signed by both of them.

17.3 This Agreement may be signed separately by the Client and the Tutor, in which case the separate copies will together be taken as the whole Agreement.

17.4 No one other than the Client and the Tutor has any rights under this Agreement.

17.5 The Tutor may not assign this Agreement or any of his/her rights or obligations under this Agreement. The Client may assign this Agreement or any of its rights and obligations to any company owned by, or which is an affiliate or subsidiary of, the Client, or to anybody acquiring the Client business or its assets.

18 Disputes

18.1 This Agreement and any dispute or claim relating to or connected with it (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

18.2 The Tutor and the Client agree that the courts of England and Wales are the only place where disputes or claims relating to or connected with this Agreement (including non-contractual disputes or claims) may be decided.

19 Signing

This Agreement is signed on the date mentioned at the beginning of this document. Each of the Client and the Tutor agrees to the terms of this Agreement by signing below:

Signed by [Approved officer from ART Providers Ltd]

on behalf of ART Providers Ltd

Date

Signed by

[Tutor Name]

Date

Schedule

This Schedule is part of the Consultancy Agreement dated [insert date] ("the Agreement") between the Client and the Tutor. This Schedule refers to some terms agreed in relation to the services the Tutor will provide.

1. "The Services":

[For TA Partners]

- [Delivering training for their specialist subjects courses for the Client's clients as required by the Client ("**Delivering Training**").]
- [Developing/producing course contents as agreed with the Client ("**Developing Content**").]
- [Providing business-related strategic inputs as agreed with the Client ("**Strategic Input**").]

[For Individual Freelance Tutors and Assessors (IFTA)]

- [Deliver training for their specialist subjects/ courses for the Client's clients as required by the Client ("**Delivering Training**").]
- [Developing/producing course contents as agreed with the Client ("**Developing Content**").]

2. "Term":

The Agreement shall start on [date] ("Start Date") and shall continue until terminated by either party giving written notice as set out below:

- During the first [six] months from the Start Date, either party may terminate this agreement by giving the other party not less than [one] weeks' notice in writing;
- Following completion of [six] months from the Start Date, either party may terminate this agreement by giving to the other party not less than [one] month's notice.

3. "The Fees":

[For TA Partners]

1. [In relation to Delivering Training – the Fee is [number]% of the net payments received by the Client from the Client's client in relation to each specific training course delivered by the Tutor, after deductions of the Client's costs.]
2. [In relation to Developing Content – the Fee is:
 - a) one-off payment as agreed between the Tutor and the Client where the content is new and the content will belong to the Client, which will be payable following acceptance of the content by the Client or as otherwise agreed between the Client and the Tutor; or
 - b) where content exists already and belongs to the Tutor, the Tutor will be credited for content ownership and will receive a payment as agreed with the Client in relation to the use of the content by the Client; or
 - c) where the content is co-written by the Client and the Tutor, there will be joint ownership of and rights in respect of the content and the Tutor will receive a payment as agreed with the Client in relation to the use of the content by the Client.]
3. [In relation to Strategic Input – the Tutor will be eligible to be considered for performance-related shares on terms to be agreed with the Client.]

4. *[In relation to Webinars – where the Tutor posts a static video online or the Tutor provides a free live cast/ training, the Tutor is not entitlement to receive any payment, unless otherwise agreed in writing with the Client.]*

[For Individual Freelance Tutors and Assessors (IFTAs)]

1. *[In relation to Delivering training – the Fee is [number] per day (pro-rata for part days) on which the Services are provided.]*
2. *[In relation to Developing Content – the Fee is:*
 - a) *one-off payment as agreed between the Tutor and the Client where the content is new and the content will belong to the Client, which will be payable following acceptance of the content by the Client or as otherwise agreed between the Client and the Tutor; or*
 - b) *where content exists already and belongs to the Tutor, the Tutor will be credited for content ownership and will receive a payment as agreed with the Client in relation to the use of the content by the Client; or*
 - c) *where the content is co-written by the Client and the Tutor, there will be joint ownership of and rights in respect of the content and the Tutor will receive a payment as agreed with the Client in relation to the use of the content by the Client.]*
3. *[In relation to Webinars – where the Tutor posts a static video online or the Tutor provides a free live cast/ training, the Tutor is not entitlement to receive any payment, unless otherwise agreed in writing with the Client.]*

4. "Invoices":

The Tutor shall submit an invoice to the Client for any payments due to the Tutor and if those payments are due and the Client has received an invoice from the Tutor at the relevant date, the Client shall pay such invoice as follows:

[For TA Partners]

1. *[In relation to Delivering Training – within 7 days of the Client receiving cleared funds from its client.]*
2. *[In relation to Developing Content – within [number] days of the Client accepting the content produced by the Tutor or as otherwise agreed between the Client and the Tutor.]*

[For Individual Freelance Tutors and Assessors (IFTA)]

1. *[In relation to Delivering Training – within 14 days of the Tutor delivering such training.]*
2. *[In relation to Developing Content – within [number] days of the Client accepting the content produced by the Tutor or as otherwise agreed between the Client and the Tutor.]*