

Leader Agreement Contract for Services



Updated: 3rd February 2021

Between:

1. **The Adventure Element Limited**

Of 14 Keld Close Stainton, Penrith, Cumbria CA11 0EJ, registered in England as Company No. 09103989.

hereafter referred to as the “**Company**” and

You, **The Leader**

hereafter referred to as the “**Leader**”

Collectively referred to as the “**Parties**”.

1. Definitions:

- 1.1. In this Agreement the following words shall have the following meanings:
- 1.2. “**Agreement**” means the contract made between you (the Leader) and the Company.
- 1.3. “**Fees and Expenses**” means the fees the Leader will charge the Company for the time the Leader spends and the costs the Leader incurs in providing the Services to the Company.
- 1.4. “**Services**” means the services to be provided by the Leader, as described in the Schedule of Work.
- 1.5. “**Programme(s)**” means the product sold by the Company to their Client(s); the expedition, activities, trip, event, course or package upon which the Leader will be providing Services.
- 1.6. “**Schedule of Work**” means the document provided by the Company to the Leader that outlines the individual Programmes, or other Services that have been agreed between the Parties to be provided to the Company by the Leader within the period and scope of this Agreement. It will contain detail of the Services to be provided, the date(s) the Services start and finish, the associated Fees and Expenses. There may be more than one Schedule of Work agreed between the Parties within the Term of this Agreement.
- 1.7. “**Leader’s Briefing**” means the detailed information provided to the Leader before commencement of a Programme. This may contain details of the Programme to be delivered, including the itinerary, list of participants and other relevant information that the Leader will require to carry out their duties during the Programme.
- 1.8. “**In Country Agent**” means the company, individual or enterprise whose role it is to provide the in-country logistics and support for an overseas Programme.
- 1.9. “**Clients**” means each and every person participating in the Programme.
- 1.10. “**Term**” means the period from the date of this Agreement to the date of completion of Post Programme Report(s) or other such reasonable rescheduled dates as may be agreed in writing between the Parties.

- 1.11. **“Post Programme Report”** means the report on the Programme which is completed by the Leader, using the template given in the Leader’s Briefing Pack, on completion of the Programme.
- 1.12. **“Confidential Information”** For the purposes of this Agreement, Confidential Information shall include: information relating to the Company’s Programmes, clients and prospective clients; business methods; business plans; finances; business opportunities and development projects of the Company; trade secrets including designs or inventions belonging to the Company; all or any information relating to the marketing or sales of any past, present or projected product or service of the Company; and any information in respect of which the Company owes an obligation of confidentiality to a third party.

2. The Relationship / Status:

- 2.1. It is intended by the Parties that nothing in this Agreement should be construed as creating an employment relationship between the Parties.
- 2.2. The Leader is willing to provide the Services as set out in The Schedule of Work.
- 2.3. The Company agrees to engage the Leader upon the terms and conditions set out in this Agreement.
- 2.4. The Company is not obliged to offer work to the Leader, nor is the Leader obliged to accept or perform any work offered, unless and until the Company has requested and the Leader has agreed to perform such Services.
- 2.5. This Agreement does not create any mutuality of obligation between the Leader and the Company.
- 2.6. The Leader is an independent contractor, and this Agreement constitutes a contract for the provision of Services and not a contract of employment and accordingly the Leader shall be fully responsible for, and shall indemnify, and keep indemnified, the Company for and in respect of:
 - 2.6.1. Any liability for income tax or employee National Insurance or similar contributions which may be found due from the Company by reason of any payment made under or in connection with this Agreement.
 - 2.6.2. Any claims for unfair dismissal, statutory statutory or contractual redundancy payments or termination payments;
 - 2.6.3. Any claim arising from an obligation of duty under or in connection with any contracts of employment or for the provision of services.
 - 2.6.4. Any claim arising from any other employment protection legislation or any criminal offence of any nature by the Leader.
- 2.7. The Leader agrees to indemnify the Company against any liability, losses, costs and expenses incurred by the Company due to:
 - 2.7.1. The Leader’s acts or omissions; or
 - 2.7.2. Any negligence or breach of this Agreement by the Leader.
- 2.8. The Company may, at its option, satisfy such indemnity (in whole or in part) by way of deduction from any payments due to the Leader.

3. Right to Appoint a Substitute

- 3.1. Should the Leader be unable to carry out the Services as specified in The Schedule of Work, the Leader may find and introduce someone else to carry out the work who is suitably qualified and experienced, provided that the Company agrees with the substitution. Such agreement will not be unreasonably withheld.
- 3.2. If a Substitute should be required:
 - 3.2.1 The Leader is responsible for ensuring that the Substitute they recommend has all relevant qualifications, experience and documentation of such, as required by this Agreement and the Schedule of Work, before introducing them to the Company.
 - 3.2.2 A new Leader's Agreement will be required between the Substitute and the Company. The Leader may not sub-contract the work.

4. Now it is AGREED, as follows:

4.1. APPOINTMENT

The Company hereby appoints the Leader, from the date of this Agreement until the end of this year **31 December 2021**, to act as a leader of the Programme(s) for which the Services are set out in the Schedule of Work(s), upon the terms and conditions set out below and to observe and perform the duties required of him/her before, during and after the Programme(s). The Leader will report to and comply with the directions of the Managing Director of the Company.

4.2. DUTIES REQUIRED PRIOR TO THE PROGRAMME(S)

Prior to the Programme(s), the Leader will:

- 4.1.1 Provide evidence of a current and valid First Aid Certificate, for the period of this Agreement.
- 4.1.2 Provide evidence of the minimum acceptable training or qualifications required to deliver the Services in the Leader's Schedule of Work.
- 4.1.3 Provide documentary evidence in the form of an Enhanced DBS Certificate and subscription to the update scheme.
- 4.1.4 Provide evidence of a full UK Driving Licence.
- 4.1.5 Have their own vehicle, or access to a vehicle, and provide evidence of Fully Comprehensive Insurance for that vehicle for work purposes.
- 4.1.6 Be interviewed and approved by the Company's Managing Director
- 4.1.7 Provide and maintain all personal equipment required, including Personal Protective Equipment, and supplies necessary to provide the Service, unless provided by the Company and stated as such in the Schedule of Work.
- 4.1.8 Have all the necessary vaccinations at his/her own expense.
- 4.1.9 Have the necessary personal travel insurance at his/her own expense.

5 Common Law Duties - Leader obligations:

- 5.1 The Leader is under no obligation to accept any offer of work, but if the Leader does so, the Leader owes the Company the usual common law duties expected insofar as they are reasonably applicable, and agrees:
 - 5.1.1 To ensure that they are available to the Company to lead the Programme(s), as agreed within the Leader Schedule of Work.
 - 5.1.2 To devote such of their time, attention and abilities as may be necessary for the proper exercise of their duties as Leader, to ensure that the Services are carried out with reasonable diligence, competency, and to the best of the Leader's abilities; and in keeping with this Agreement and as set out in the Schedule of Work and the Programme's Leader's Briefing Pack to ensure that each and every Client gains the maximum value from the Programme(s).
- 5.2 The Leader is not subject to the control of the Company, but will nevertheless comply with and observe all reasonable instructions and requests within the scope of the required Services agreed and shall use his/her best endeavours to promote the best interests of the Company at all times.
 - 5.1.1 The Leader will not, in providing the Services, hold him/herself out as an agent, director or employee of the Company, and shall not enter into any undertakings or commitments on behalf of the Company, unless specifically authorised to do so in writing by the Company.
 - 5.1.2 To generally take all reasonable steps to fulfil the contractual obligations of the Company to the Clients, ensure smooth and efficient running of the Programme(s) and ensure that all Clients benefit from the Programme in accordance with the aims and policies of the Company.
 - 5.1.3 To use utmost good faith and diligence in the performance of their obligations under this Agreement and will act in the proper and fitting manner throughout the Term so that at no time shall the Company and / or the Leader be called to account by a Client or In-Country Agent for any indiscretion or improper behaviour of the Leader.
 - 5.1.4 This Agreement is personal to the Leader and the Leader shall not be entitled to assign or sub-contract any of the Leader's rights or obligations hereunder without the Company's prior written consent.
 - 5.1.5 If the Leader is unable to provide the Services due to illness or injury, the Leader must advise the Company of that fact as soon as it is reasonably practicable and shall provide such evidence of his illness or injury as the Company may reasonably require. For the avoidance of doubt, no fees shall be payable in respect of any period during which the Services are not provided.
 - 5.1.6 To comply with the Company's Code of Conduct.
 - 5.1.7 The Leader will take all reasonable steps to safeguard their own safety and the safety of any other person who may be affected by their actions whilst providing the Services. In respect of Services that involve working with Children and Vulnerable Adults, the Leader will adhere to the Company's Safeguarding Policy and Procedures.
 - 5.1.8 The Leader will comply with all reasonable standards of health and safety and comply with all relevant legislation and the Company's health and

safety procedures, and report to the Company any unsafe working conditions or practices. The Leader shall inform the Company at the earliest opportunity of any relevant changes to Risk Assessment, or Programme delivery plans.

- 5.1.9 To promptly refer to the Company's Director all enquiries made or any doubts expressed by any Client, about any points that the Leader may have or has failed to take account or deal with.

5.2 In the event that any Client:

- 5.2.1 Is injured during the Programme;
- 5.2.2 Raises a complaint about any aspect of the Programme;
- 5.2.3 Injures or causes damage to a third part during the Programme

The Leader will notify the Company as soon as practicable and send a full written report of the incident at the earliest opportunity. The Report will include:

- 5.2.4 The names and addresses of all persons who may be witnesses to the incident, or the events which preceded it;
- 5.2.5 The details of the incident itself according to any witnesses; and
- 5.2.6 The actions of the Leader immediately before, during and after the incident.

5.3 If so required by the Company, attend such meetings at the Company's premises or online in connection with the Leader's Briefing as may be reasonably required by the Company.

5.4 To demonstrate a positive image of themselves as a Leader and promote the Company to the Clients at all times. The Leader agrees to wear a Company branded garment, as provided, whenever meeting or working with Company Clients under this Agreement.

5.5 Submit to the Company such reports and information as are required by the Agreement documentation or as may reasonably be requested by the Company within any time limits specified.

5.6 For Leader's leading Overseas Expeditions

- 5.6.1 To ensure the In-Country Agent carries out their duties expressly as required in the Leader's Briefing for the Programme. If the In-Country Agent is unable or unwilling to carry out these duties then the Leader agrees to inform the Director of the Company immediately.
- 5.6.2 To ensure the Programme is fully branded as a 'The Adventure Element Ltd' programme, the Leader will ensure that the In-Country Agent does not distribute to clients any information or items with name of the In-Country Agent. They will ensure that on meeting at the airport, the In-Country Agent representative will display a 'The Adventure Element Ltd' branded sign.

6 Fees and Expenses

- 6.1 In return for the Services the Leader will provide under this Agreement, the Company will pay the Leader the Fees and Expenses in the instalments and manner as outlined in The Leader Schedule of Work.
- 6.2 The Company engages the Leader on the basis that the Leader is registered as self-employed with HMRC, and that the Leader shall be responsible for accounting for, calculating and making payment of their own tax liabilities and National Insurance. The Leader indemnifies the Company in respect of any claim that may be made by the relevant authorities against the Company in respect of tax and National Insurance demands relating to the Leader's Agreement with the Company.
- 6.3 If the Company has agreed to pay the Leader expenses, the Leader must provide the Company with original receipts as requested.
- 6.4 Before the Company can make any payment, the Leader must provide the Company with a compliant invoice for each payment that describes work done and the time period to which the payment relates.
- 6.5 Any evaluation reports required to be completed by the Leader must be submitted in accordance with the timescale outlined in the Schedule of Work.
- 6.6 The Leader agrees that the Fees and Expenses set out in the Schedule of Work cover all the Leader's time, resources, costs and tax (including VAT, if applicable) in providing the Services. The Company is not obliged to pay the Leader any other amounts. Any personal costs incurred will not be covered by the Company.
- 6.7 The Company will pay the Leader approved invoices within 30 days of receipt, as long as the Leader has provided the Services referred to in the invoice to an acceptable standard and to the Company's satisfaction.
- 6.8 In the event that there are periods where there are no Services for the Leader to perform, the Leader shall not be paid a retainer for these periods. The fees payable are in respect only to the Services actually provided.

7 Cancellation of Programme

- 7.1 If the Programme is cancelled by the Client, or the Company, then the Company will pay to the Leader cancellation fees in line with the following:
 - 28 days or more before commencement of Programme - no fees payable
 - 21 – 27 days (4 weeks) before commencement of Programme – 25% of Fees
 - 14 - 20 days (3 weeks) before commencement of Programme – 50% of Fees
 - 7 - 13 days (2 weeks) before commencement of Programme – 75% of Fees
 - 0 - 6 days (1 week) before commencement of Programme - 100% of Fees
- 7.2 If the Programme is cancelled due to the COVID-19 pandemic, and Government restrictions do not allow the programme to take place, then no payments will be made to the Leader. In this situation, the leader will be given priority over future work or the delivery of the rescheduled programme.

8 Change in Itinerary

- 8.1 14 days before commencement of Programme the Company will issue the Leader with the Leader's Briefing, which will confirm the itinerary.
- 8.2 If the Company changes the Programme location and / or timings (but not the date), the Leader will be required to deliver the Services. The Company will cover any additional expenses incurred by the Leader.

9 Confidential Information

- 9.1 During the course of the Agreement, the Leader will have access to Confidential Information belonging to the Company.
- 9.2 The Leader shall maintain confidentiality of information relating to the business or trade secrets of the Company and, except in the proper performance of the duties hereunder, shall not disclose such information to any person. This obligation of confidentiality shall continue to apply unless and until the information is in, or enters into, the public domain, and shall survive the termination or expiry of this Agreement.
- 9.3 Upon termination of this Agreement for whatever reason, at the written request of the Company, the Leader shall deliver to the Company all equipment, working papers or other material and copies provided to the Leader for this Agreement or prepared by the Leader during this Agreement.
- 9.4 At the end of this Agreement, the Leader must delete all information held in computer retrievable form which contains or refers to any Confidential Information and which is in the Leader's possession or under the Leader's control. No information provided to the Leader to carry out this Agreement shall be retained.

10 Variations

- 10.1 No Variations or additions to this Agreement or the Schedule of Work may be made without the written consent of both Parties.
- 10.2 In the event of Programme costs or expenses exceeding budget, approval for budget variation must be sought from the Company prior to purchase, with the exception of emergency situations, as outlined in the Crisis Management Plan.

11 Intellectual Property Rights

- 11.1 All Intellectual Property discovered or created by the Leader in the course of providing the Services for the Company shall remain the absolute property of the Company, unless otherwise agreed in writing by the Company.
- 11.2 The Leader undertakes to the Company to:
 - 11.2.1 Immediately disclose the discovery or creation by the Leader in the course of providing the Services of any Intellectual Property to the Company and, at the Company's request and expense, assist the Company in registering and/or otherwise protecting the Intellectual Property. The Leader shall be entitled to no remuneration in respect of

any such Intellectual Property other than the fee payable in accordance with the Schedule of Work; and

11.2.2 Keep all details of the Intellectual Property created or discovered by the Leader in the course of providing the Services confidential

11.3 The Leader warrants to the Company that:

11.3.1 He has not given and will not give permission to any third party to use any of the intellectual Property created or discovered by the Leader in the course of providing the Services; and

11.3.2 The use or possession of any of the Intellectual Property created or discovered by the Leader in the course of providing the Services for the Company will not infringe the rights of any third party.

12 Photographing and Filming of Clients whilst providing the Services

12.1 The Leader may take photographs and film (hereafter referred to as Images) of Clients as follows:

12.1.1 Only with their permission;

12.1.2 That the Leader informs Clients that Images of them may be used within, for example, Social Media postings, for marketing purposes, in print and online in perpetuity by The Company.

12.1.3 Written parental consent must have been provided for Clients who are under 18, or Vulnerable Adults, as per The Adventure Element Ltd.'s Safeguarding Policy.

12.2 Copyright and ownership of photography and filming

12.2.1 Subject to clauses 12.2.2 and 12.2.3 below, the copyright of the Leader's photographs and film (hereafter referred to as "Work") shall be and shall remain the exclusive property of the Leader.

12.2.2 All Rights: The Leader hereby grants and assigns to the Company the exclusive rights to publish, print, employ, advertise, modify, or otherwise utilise the Work in any form, unless modified by a writing signed by both Parties.

12.2.3 The Company will endeavour to acknowledge the Leader where appropriate.

12.2.4 The Leader shall not use any Images taken of Clients, or of property owned or leased by the Company whilst delivering Services for the Company for commercial purposes – i.e. in any way that promotes their own product, business, or any other business or company - without crediting the subject(s) of the Image being that of a The Adventure Element Ltd. Programme neither during nor at any time after the period of the Term of this Agreement.

13 Social Media

- 13.1 The Leader may use photographs taken whilst delivering the Services within their own personal Social Media accounts / channels, as Clause 12.1, on the condition that they:
- 13.1.1 Make it clear that they were delivering the Programme on behalf of The Adventure Element Ltd.
 - 13.1.2 Must not infer in any way that the Programme / Services are being delivered by any other brand or company than The Adventure Element Ltd, unless by prior written agreement.
 - 13.1.3 Any views expressed are their own and not those of the Company.
 - 13.1.4 Act in best interests of the Company, and do nothing that may put the Company's reputation at risk.
 - 13.1.5 Use good judgement when making public comments.
 - 13.1.6 Always tag the Company's Social Media account(s).
 - 13.1.7 May only post on a business / brand account, with prior written agreement with the Company.

14 Professional Indemnity and Public Liability Insurance

- 14.1 The Leader is engaged to work as a 'Freelance' leader, not as a 'Sub-contractor'. Therefore, there is not a requirement for the Leader to have their own Public Liability or Professional Indemnity insurance. The Leaders work for the company, as set out in the Schedule of Work, will be covered by the Company's Employer's Liability Insurance and Public Liability Insurance policy. This policy only covers the Leader whilst delivering the duties in line with the Company's relevant policies and procedures.

15 Data Protection

- 15.1 The Leader and the Company agree to comply with all applicable data protection legislation, including but not limited to GDPR 2018 and any amendments thereafter, and the Company's own Data Privacy Policy. Failure to do so may result in the immediate Termination of this Agreement.

16 Restrictive Covenants and Non-Solicitation

- 16.1 For the duration of this Agreement, the Leader shall not be directly or indirectly engaged or employed in any other business or undertaking that prevents him/her carrying out their obligations under and in accordance with this Agreement.
- 16.2 The Leader undertakes that they as individuals, or through any existing or new company that the Leader owns, manages, is employed by or becomes engaged in or is otherwise directly or indirectly connected to which is in the business of delivering Programmes and Services the same as or similar to The Adventure Element Ltd., shall not, during the Term or for a period of twelve months after the Term:

- 16.2.1 Solicit any Clients of the Company including, but not limited to, any schools, charities or businesses that the Leader has delivered Programme(s) for or had an association.
- 16.2.2 Contract or deal with any Clients of the Company without the express prior approval of the Company, including but not limited to, any schools, charities or businesses that the Leader has delivered Programme(s) for or had an association.
- 16.2.3 Solicit or otherwise contact any In-Country Agents of the Company or their employees including but not limited to the Company's In-Country Agents that the Leader comes into contact with while exercising his/her duties as the Leader. This includes, but is not restricted to, the purposes of asking for work and / or contacting employees or sub-contractors of the In-Country Agent with a view to them working for, or in association with the Leader.
- 16.3 Each undertaking in this clause is separate and independent and may be severed from the remainder to the intent that the unenforceability of any one or more of such undertakings shall not in any way affect the validity of the other(s).

17 Termination of Agreement

- 17.1 This agreement shall terminate on conclusion of the Services, or **31st December 2021**.
- 17.2 The Parties agree that Company may terminate this Agreement forthwith, and with immediate effect, on written notice to the Leader, without any payment in lieu, if he/she shall:
- 17.2.1 Be in breach of any obligation under this Agreement;
 - 17.2.2 Commit any serious or persistent breach of any of his/her obligations hereunder at any time during the Term;
 - 17.2.3 Be guilty of fraud, dishonesty or serious misconduct;
 - 17.2.4 Be guilty of conduct or a course of conduct, or be convicted or a criminal offence which may tend to bring him/herself or the Company into disrepute;
 - 17.2.5 Become incapable, by reason of ill health or injury, of performing the Services;
 - 17.2.6 Have a bankruptcy order made against them, or making arrangement with the Leader's creditors or having an interim order made against the Leader;
 - 17.2.7 Stealing or causing serious damage to any property or facilities belonging to the Company, an employee of the Company, another contractor or Client of the Company;
 - 17.2.8 Behaving towards all or any of the Company's staff or other contractors, or Clients, in an unacceptable manner; or
 - 17.2.9 Doing any action manifestly prejudicial to the interests of the Company or which may, in the opinion of the Company, bring it into disrepute.
- 17.3 At any time after the Termination date in any way hold himself/herself out or permit himself/herself to be held out as being interested in, or in any way connected with, the Company.

18 General

18.1 The parties agree that nothing in this Agreement shall constitute or be construed as constituting or establishing any partnership, joint venture or relationship of principle and agent between the Parties for any purpose.

18.2 The Parties agree that the provisions of this Agreement are separate and divisible, and if any provision of this Agreement is held to be completely or partially invalid or unenforceable, such invalidity or unenforceability will not affect the remaining provisions.

19 Declaration:

- I agree to the terms of the Agreement detailed above and;
- I declare that I am not employed by The Adventure Element Limited and;
- I agree to indemnify The Adventure Element Limited for any Tax and National Insurance arising from the Services provided above that are due to HMRC.