

**Invitation to Bid for the Sports Coach Programme Framework for Cherwell District Council
Document 1 – Sample Terms & Conditions and Offer Letter for Self-Employed Sports Coach**

Offer letter to consultant

Dear *(name)*,

1 Consultancy arrangements

Further to our [discussions *(or)* meeting *(or)* *(as the case may be)*], I am pleased to confirm Cherwell District Council ('the Council') would like you to act as a consultant to the Council on the following terms.

2 Appointment

2.1 The Council engages you and, in consideration of its paying your fees in accordance with paragraph 4, you agree to render to the Council the service(s) on the date(s) at the time(s) and in the place(s) detailed in the schedule to this letter ('the Services') in accordance with the terms and conditions set out in this letter and any Special Conditions contained in that schedule.

2.2 You will report to the Recreation and Health Improvement Manager of the Council from time to time or to some other person or persons duly authorised by the Recreation and Health Improvement Manager.

2.3 You have no authority (and shall not hold yourself out as having authority) to bind the Council, unless the Council has specifically permitted you to do so in writing.

2.4 If you are unable to provide the Services due to illness or injury you shall notify the Recreation and Health Improvement Manager or some other person or persons duly authorised by the Recreation and Health Improvement Manager as soon as reasonably practicable.

2.5 If the illness or injury rendering you unable to provide the Services to the Council continues for a period of at least **10** consecutive days then the Council may cancel the provision of the Services on **10** calendar days' written notice to you.

2.6 You shall at your own expense obtain an Enhanced Criminal Record Certificate (or equivalent) from the Criminal Records Bureau (or any successor body) prior to your providing the Services to the Council.

3 Other interests

You may be engaged, employed or concerned in any other business, trade, profession or other activity which does not place you in a conflict of interest with the Council.

4 Fees

In consideration of your providing the Services, the Council shall pay you monthly in arrears at the hourly rate of £ ... exclusive of VAT (such fee to be paid against the production of a suitable invoice addressed to the Council for the Services carried out for the preceding month). All expenses should be agreed by the Recreation and Health Improvement Manager or some other person or persons duly authorised by the Recreation and Health Improvement Manager in advance.

5 Tax status

5.1 It is the Council's intention that you shall have the status of an independent contractor. Accordingly:

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(a) nothing in this letter shall render you an employee, worker, agent or partner of the Council and you shall not hold yourself out as such; and

(b) you shall not be entitled to any pension, bonus, holiday pay, sick pay or other fringe benefits from the Council.

5.2 You shall be solely responsible for the full payment of all income tax liabilities and national insurance or similar contributions or liabilities arising out of or in consequence of the provision of the Services or otherwise.

5.3 You shall be fully responsible for and indemnify the Council against any liability, assessment or claim for:

(a) taxation whatsoever arising from or made in connection with the performance of the Services, where such recovery is not prohibited by law; and

(b) any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by you against the Council arising out of or in connection with the provision of the Services.

5.4 The Council may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to you.

6 Skill and care

6.1 You must carry out the Services and perform your duties and obligations with reasonable care and skill and to the best of your ability.

6.2 You shall have personal liability for and shall indemnify the Council against any loss, liability, costs (including reasonable legal costs), damages or expenses arising from any breach by you of the terms of this appointment, including any negligent or reckless act, omission or default in the provision of the Services.

6.3 You shall maintain in force during the period of your providing the Services to the Council a policy or policies of insurance covering public liability for injury to or death of persons and damage to property in the sum of at least Five million pounds in respect of any one incident.

7 Processing your personnel data

7.1 You consent to the Council holding and processing data relating to you for legal, personnel, administrative and management purposes and in particular to the processing of any "sensitive personal data" as defined in the Data Protection Act 1998 relating to you including, as appropriate:

(a) information about your physical or mental health or condition in order to monitor sick leave and take decisions as to your fitness for work;

(b) your racial or ethnic origin or religious or similar beliefs in order to monitor compliance with equal opportunities legislation; and

(c) information relating to any criminal proceedings in which you have been involved for insurance purposes and in order to comply with legal requirements and obligations to third parties.

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8 Processing of personnel data by you

8.1 Your use and/or disclosure of and/or access to any personal data permitted or granted by the Council is only provided to you in confidence and not for public disclosure.

8.2 You shall not disclose to any third party any information which is personal and private whether sensitive or not without the Council's prior consent.

8.3 This paragraph 8 applies from the date of this letter and will continue to do so after expiry or earlier termination of the Services.

9 Freedom of Information

9.1 Notwithstanding any other condition in this letter, you agree and acknowledge that:

(a) any documents materials or other information held by the Council in connection with your appointment (whether or not supplied by you) are subject to the provisions of the Freedom of Information Act 2000 and may be disclosed to any person(s) by the Council where required by that Act or otherwise by law; and

(b) any such documents materials or other information held by you on the Council's behalf (whether or not supplied by the Council) shall be produced by you to the Council within 10 working days of any written request from the Council to you.

10 Termination and its consequences

10.1 Notwithstanding any other provision in this letter the Council may terminate your provision of the Services immediately upon giving to you written notice to that effect if you:

(a) are guilty of any material breach or non-observance of any of the terms and conditions contained in this letter;

(b) become bankrupt or make any composition with your creditors; or

(c) wilfully neglect to provide or fail to remedy, after notice in writing, any default in providing all or any of the Services (other than as a result of illness or accident).

10.2 Any Council property or equipment in your possession and any original or copy documents obtained by you in the course of providing the Services shall be returned to the Recreation and Health Improvement Manager at any time on request and in any event prior to the termination of your appointment.

10.3 Any delay by the Council in exercising its rights to terminate shall not constitute a waiver thereof.

11 Notices

Any notice required or authorised to be given in connection with this letter or the Services may be served by personal delivery or by prepaid registered or recorded delivery letter or by fax addressed to the party in question at the address of such party given in this letter or to such other addresses as may be notified in writing for the purposes of this letter. Any notice so given by personal delivery shall be deemed to have been served upon delivery, any notice served by prepaid registered or recorded delivery letter shall be deemed to have been served 48 hours after each had been posted and any notice so given by fax shall be deemed to have been served 24 hours after it shall have been despatched.

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12 Proper law

This letter and the subject matter of it shall be governed by, construed and take effect in all respects in accordance with English law and both you and the Council submit to the non-exclusive jurisdiction of the High Court of Justice in England.

13 Variations

This letter may only be varied by a document signed by both you and the Council.

14 Third parties

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this letter or its subject matter and no person other than you and the Council shall have any rights under it.

15 Supersession

The terms of this letter shall supersede all previous agreements, arrangements or appointments whether written or not subsisting between the Council and you.

I should be grateful if you would sign and date the attached copy of this letter to signify your acceptance of its terms and return it to Phillip Rolls, Recreation and Health Improvement Manager, by *(date)*.

I look forward to hearing from you.

Yours sincerely,
(signature)
For and on behalf of the Council

Schedule

The Services

1. Services	
2. Dates	
3. Times	
4. Venues and places	
5. Special Conditions	All Consultants will agreed to abide by the Council's policies in terms of the following:

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	<ul style="list-style-type: none">• Diversity and equal opportunities• Health & Safety• Child Protection <p>These will be supplied separately at the time of appointment.</p>
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(On copy letter only):

I accept the terms of the offer set out in this letter.

Signature

Name (capitals)

Date