

Dear [Insert First Name],

SERVICE CONTRACT AND WORKING PRACTICES

As part of our process of reviewing all legal and operational documentation of the company, we are renewing all instructor agreements and formally issuing guidelines and other procedural paperwork to all instructors.

Please note that this is not purely for information purposes; some of the documentation needs to be signed and returned in the enclosed prepaid envelope.

I enclose a pack containing the following:

1. Contract for the provision of services (2 copies). This supersedes any earlier agreement. Please sign and date both copies and return one to me. The other is for your records.
2. Confidentiality Agreement (2 copies). Please sign and date both copies and return one to me. The other is for your records.
3. Copy of Accident & Emergency Procedure; for information only.
4. Stamped return envelope.

Please ensure that documentation is completed and returned within seven days of receipt. Your copies of the Contract and Confidentiality Agreement should be kept in a secure place for your future reference.

Regards

[Name of Sender]

[Job Title of Sender]

[Contact Telephone]

[Contact Email]

[INSERT COMPANY NAME]

**CONTRACT FOR THE PROVISION OF SERVICES
(CASUAL AGREEMENT)**

between

[Company Name] whose registered address is **[insert full company address]** hereafter referred to as “the Company”.

And

[Insert Full Name of Worker]

hereafter referred to as “the Worker”.

The Contract

These terms constitute a contract for services between the Company and the Worker.

These terms will not give rise to a contract of employment between the Company and The Worker. There is no mutuality of obligation whatsoever between the Company and the Worker. The Company is not obliged to offer the Worker ongoing work, nor is the Worker obliged to accept any offer of work made by the Company.

No variation or alteration to these terms will be valid unless agreed by both the Company and the Worker in writing.

Commencement of Contract

This contract commenced on: **DD/MMM/YYYY**

Job Title

The Company engages the Worker as **[a Fitness Instructor]**.

The Company agrees to offer the Worker opportunities to work from time to time as the Company requires.

Place of Work

The nature of the Worker’s engagement involves them working within reasonable travelling distance from their homes to venues where the Company conducts business.

Working Abroad

On occasion the Worker may be offered the opportunity to work outside the United Kingdom.

Rate of Pay

The Worker will be paid a rate per class in line with the appropriate current [regional] class rates (details to be found on the company website/extranet).

This will be payable monthly, on the [DD] of the following month, by cheque/credit transfer, in arrears.

The class rates are subject to inflationary changes.

Hours of Work

There is no fixed pattern of work and no normal hours of work, and the amount of work offered to the Worker will be variable.

The Company is under no obligation to offer work to the Worker at any time. Conversely, the Worker is under no obligation to accept any work that is offered to him or her by the Company.

After working six hours in any working day, the Worker is entitled to a 20 minute uninterrupted unpaid break.

Training

The Worker is under no compulsion to attend training events which are held throughout the year. However, attendance at training events may result in the Worker's class rate being enhanced and more opportunities to work being offered.

Common Law Duties and Conduct

The Worker is under no obligations to accept any offer of work but if he or she does so he or she owes the Company the usual common law duties expected from a Worker as far as they are reasonably applicable, including:

- (a) The Worker will not engage in any conduct that is or might be detrimental to the interests of the Company.
- (b) To be present during the agreed times, or for the total number of hours during each day or week, as agreed with the Company.
- (c) The Worker will ensure that his or her service are carried out with reasonable care and skill to a standard reasonably required by the Company, and in compliance with the Company's policies, procedures and practices.
- (d) To take all reasonable steps to safeguard his or her own safety and the safety of any other person who may be affected by his or her actions at work.
- (e) To comply with any disciplinary rules or obligations in force to the extent that they are reasonably applicable.
- (f) To comply with all reasonable instructions and requests within the scope of the agreed services and duties.

Right to Carry Out Other Work

Throughout the course of this contract, the Worker has the right to advertise for, seek and undertake contracts to supply services to other parties, subject to the understanding that the Worker will not approach or solicit work from any existing or potential clients of the Company or otherwise act other than in the Company's interests.

Sick Pay

In the event of sickness, subject to the Worker earning over the lower earnings limit for national insurance contributions, the Worker may be entitled to Statutory Sick Pay.

Pension

The Company does not operate a pension scheme applicable to your work.

A contracting-out certificate is not in force in respect of this work.

Notice

There is no requirement on either the Worker or the Company to give notice to end this agreement.

Equal Opportunities

A copy of the Company's Equal Opportunities Policy is available from [Job Title of Relevant Person] on request.

Deductions

The Company reserves the right to deduct any outstanding monies due to the Company from the Worker's fee. This includes any previous error or overpayment, the costs of damages or losses caused attributable to the Worker's negligence, cash shortages, the cost of personal calls on Company telephones, and any other monies due to the Company during the course of their engagement.

Data Protection Declaration

In relation to the Data Protection Act 1998, the Worker agrees to the processing of personal data by the Company for the purposes of calculating fee payments due and maintaining any records that are necessary for the performance of the contract.

Any information held concerning me which is personal data and which is processed by the Company for these purposes shall be processed only in accordance with the Data Protection Act 1998.

Acknowledgement

I have read and understood this contract for services including all procedural information provided therewith and agree to accept its terms of engagement.

Signed by the Worker:

Printed Name:

Date:

Signed on behalf of the Company:

[Insert Signature]

[NAME]

[Job Title]

Confidentiality Agreement

You acknowledge that during classes you will have access to Confidential Information about customers that belongs to the Company. You shall not at any time during (except in the proper course of carrying out your duties) or after classes whether directly or indirectly disclose to a third party or make use of any Confidential Information.

For the purposes of this agreement, "Confidential Information" shall include: information relating to the Company's customers and prospective customers; business methods; finances or any information in respect of which the Company owes an obligation of confidentiality to a third party.

Acknowledgement

I have read and understood this Confidentiality Agreement and agree to accept its terms.

Signed by the Worker:

Printed Name:

Date:

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- (i) The Worker will ensure that his or her service are carried out with reasonable care and skill to a standard reasonably required by the Company, and in compliance with the Company's policies, procedures and practices.
- (j) To take all reasonable steps to safeguard his or her own safety and the safety of any other person who may be affected by his or her actions at work.
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[NAME]

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Acknowledgement

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Signed by the Worker:

Printed Name:

Date:

Accident and Emergency Policy and Procedure

Policy

Every possible action must be taken to ensure the safety of both members and instructors whilst carrying out classes or any other activity with [insert company name]. Whilst attending one of our classes/events clients are our responsibility. Accidents and injuries should be minimised by carrying out standard [company] procedures by ensuring that you:

- Have an enjoyable, flexible and safe lesson plan;
- **Teach and ensure correct exercise safety;**
- Carrying out regular risk assessments and acting on those assessments by informing the clients or **moving away from the risk;**
- Maintaining your own first aid training through your main employer or informing your [BMF Operations Manager] if you need a refresher course; and
- Always carrying a first aid kit, water and where possible a mobile phone.

Procedure

In the event of any accident or injury the following procedure should be carried out and the attached form filled in, signed, witnessed and returned to [Head Office] as soon as possible as well as informing your [Key Instructor or the Management Team].

- Assess the situation, looking for any further danger or risk to yourself or the members;
- If there are two Instructors, one deals with the casualty while the other takes the class away, but not too far, in case the Instructor with the casualty needs assistance;
- If you are on your own, have a quick look around and send the remainder of the class away to a marker roughly 100 metres or so away and then back to you giving yourself a minutes grace while you assess the casualty;
- Assess the extent of the casualty's injuries and carry out first aid as needed using your first aid kit;
- If you have to, stop the class to give proper treatment to the casualty and apologise to the rest of the class. They will be disappointed but understanding, as they know that accidents do happen. They will also be aware that you have done everything possible to limit these accidents and that if they were in the same situation you would give them as much care and attention as was needed;
- If in any doubt call the Emergency Services to deal with the situation and make the member as comfortable as possible. You do not have x-ray vision and are not a doctor. You should advise the member to stop the class if they cannot "walk it off" after a minute or so. Also you should advise the member not to drive home if this is applicable; and
- Fill in the Accident Report form attached.

Accident Report Form

Date & Time of Session	
Name of Venue	
Name of Instructor(s)	
Name(s) of Injured Party/Parties	
Brief Details of Occurrence	
Extent of Injury or Diagnosis	
Action Taken	
Advice Given	
Any Other Pertinent Information	

Signature of Injured Person(s)	
Names of any witnesses	
Signatures of any witnesses	
Signature of Instructor(s)	