

**FIGHELDEAN VILLAGE HALL CHARITABLE UNINCORPORATED ASSOCIATION  
REGISTERED CHARITY NUMBER: 1022273  
SELF EMPLOYED SERVICE AGREEMENT**

This agreement is made on the date of the last signature below.

**Between:**

1. (Name of self- employed contractor): ..... (to be known as the “Contractor”)

And

Figheldean Village Hall (hereby known as “FVH”)

**BACKGROUND**

2. FVH is of the opinion and the contractor hereby confirms that the contractor is self-employed and has the necessary qualifications, experience and abilities to provide the services specified in Clause 5.

3. The Contractor is to provide the services specified in Clause 5 to the FVH on the terms and conditions set out in this agreement.

4. In consideration of the matters described above and of the mutual benefits and obligations set forth in the Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, FVH and the contractor (individually the “Party” and collectively the “Parties” to this Agreement) agree as follows:

**SERVICES PROVIDED**

5. FVH hereby agrees to engage the contractor to provide the following services:

- a. Management and caretaking of the Hall.
- b. General maintenance of Hall.
- c. Cleaning of the Hall and changing rooms.
- d. Hiring out of the Hall, changing rooms and other facilities and including any incidental preparation.

6. The Services will also include any other tasks which the Parties may agree on. The contractor hereby agrees to provide such Services to FVH.

**TERM OF AGREEMENT**

7. The term of this Agreement (the “Term”) will begin on the date of this Agreement and will remain in full force and effect indefinitely until terminated as provided in this Agreement.

8. In the event that either Party wishes to terminate this Agreement, that Party will be required to provide 30 days' written notice to the other Party.

9. In the event that either Party breaches a material provision under this Agreement, the non-defaulting Party may terminate this Agreement immediately and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages.

10. This Agreement may be terminated at any time by mutual agreement of the Parties.

11. Except as otherwise provided in this Agreement, the obligations of the contractor will end upon the termination of this Agreement.

#### **PERFORMANCE**

12. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

#### **PAYMENT**

13. The contractor will be paid a monthly rate of £..... or such other sum as shall be agreed in writing by both Parties and subject to confirmation in Minute form by FVH. FVH will supply the contractor with a copy of the Minutes.

14. The payment as stated in this Agreement does not include Value Added Tax.

15. The contractor will be responsible for all income tax liabilities and National Insurance relating to the monthly payments and the contractor will indemnify FVH in respect of any such payments required to be made by FVH.

#### **REIMBURSEMENT OF EXPENSES**

16. The contractor will be reimbursed from time to time for reasonable and necessary expenses incurred by the contractor in connection with providing the Services.

17. The contractors may expend up to £500, for necessary resources, without recourse to the Hall Management Committee with all invoices and justification being copied to the Hall Treasurer. Expenses in excess of this amount must be pre-approved by the Hall Management Committee.

#### **CONFIDENTIALITY**

18. Confidential information refers to any data or information relating to the Charity that is FVH which would reasonably be considered to be proprietary to FVH including, but not limited to, accounting records, business processes, and FVH records and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to FVH.

19. The contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the contractor has obtained, except as authorised by FVH or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.

**RETURN OF PROPERTY**

20. Upon the expiry or termination of this Agreement, the contractor will return to FVH any property, documentation, records, or Confidential Information which is the property of the FVH.

**CAPACITY/INDEPENDENT CONTRACTOR**

21. In providing the Services under this Agreement it is expressly agreed that the contractor is acting as a self-employed independent contractor and not as an employee. The contractor and FVH acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

**NOTICE**

22. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at their respective addresses as set out in this agreement or to such other address as either Party may from time to time notify the other.

**MODIFICATION OF AGREEMENT**

23. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorised representative of each Party.

**ASSIGNMENT**

24. The contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of FVH.

**ENTIRE AGREEMENT**

25. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

**ENUREMENT**

26. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

**TITLES/HEADINGS**

27. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

**GOVERNING LAW**

28. This Agreement will be governed by and construed in accordance with the laws of England.

**SEVERABILITY**

29. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

**WAIVER**

30. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

----- \*\*\* -----

**IN WITNESS WHEREOF** the Parties have duly affixed their signatures under hand on this

..... day of..... 20..

..... Chairman of Figheldean Village Hall

..... Contractor