



# *Mi Little Contract*

Contract of Service

## 1.DETAILS OF PARTIES

**THIS AGREEMENT is made on** (Date:.....)

between:

**Mi Little Pad Ltd**  
of  
Merlin House  
Langstone Business Park  
Newport  
NP18 2HJ

**(hereinafter referred to as “the organisation”) and**

**Name:**.....

**Address:**.....

**(Hereinafter referred to as “the Contractor”)**

## 2. NATURE OF WORK

The following type of work may be carried out by the freelancer on behalf of the organisation:

- After school clubs,
- PPA Cover lessons in primary schools,
- iPad based music lessons,
- Holiday camps, care home and over 60's sessions
- Birthday parties.

## **The Contractor:**

The work will be carried out by the named contractor appointed, who may not sub-contract work to someone else without the agreement of the organisation.

### **3. TIMETABLE**

In addition to hours agreed upon by the Organisation and the Contractor that fall within the traditional working day, the Contractor may be required to work on a Saturday or Sunday. A minimum of two weeks notice shall be given to the Contractor before the function.

### **4. TERMINATION**

The contract may be terminated:-

4.1 by the Organisation on giving the Contractor notice as follows:-

4.1.1 during the first year of service not less than four weeks notice.

4.1.2 after one year of service not less than 6 weeks notice.

4.2 by the Contractor on giving the Organisation notice as follows:

4.2.1 during the first year of service not less than four weeks notice.

4.2.2 after one year of service not less than four weeks notice.

4.2.3 by the Organisation without notice, or payment in lieu of notice in the event of gross misconduct by Contractor or in the event of the contractor not meeting the basic working standards as set out in the staff handbook.

4.3 Should the Contractor leave without giving the appropriate period of notice required as stated above, the Organisation will be entitled to liquidated damages equivalent to the monies that would have been paid to the Contractor for the remainder of the notice period that should have been served, net of tax and the Contractor consents to the organisation deducting this sum from invoice. Also as each month is treated as a project in its own right, failure to complete the project may result in non payment by the organisation.

### **5. FEES**

The organisation will pay a fee of £ 7.00 per hour. This fee is inclusive of VAT (if applicable), national insurance and income tax. Other out of pocket expenses will be reimbursed on agreement with the contract manager and on production of appropriate receipts.

Payments are made on the last day of the month providing satisfactory invoices have been submitted by the contractor. Nothing in this clause shall affect the organisation's right to contest liability to make payment in part or in full.

Bonuses will be paid monthly and are determined from the criteria set out in the handbook.

**\*Plain speak - We aim to pay between £10/hr and £12.50/hr for contractors that that are reliable, professional and do their job properly. If you are not these things then do not expect to get paid this much!**

### **6. EXPENSES**

The organisation may pay reasonable properly recorded expenses accrued in the course of carrying out work agreed in this contract provided that these are agreed in advance with Sally Cooper or John Gallacher and appropriate receipts are provided.

This includes the travel/petrol expense, at the rate of 16p pence per mile above the daily 12 mile commute.

## **7. SICKNESS ABSENCE**

If you are unable to attend work for any reason and your absence has not previously been authorised by the organisation you must inform the manager of the fact of your absence and the full reasons for it **before 8.00am on each working day of absence** until you have provided the organisation with a medical certificate. You must also notify the office of the likelihood of your date of return and keep the manager informed of your progress. For absences of three and four working days you may be required to complete a self-certified form. For absence beyond four working days you may be required to obtain a medical statement signed by a doctor.

***Note\* as a contractor, if you do not turn up you will not be paid. And, if you have not given us appropriate notice as stated above then the cost of covering you at short notice may be deducted from your fee at the appropriate rate of pay plus expenses of the person covering you.***

## **8. ACCESS TO DOCUMENTS**

8.1 The Contractor will permit at any reasonable time, examinations of his/her documents and records by representatives of the organisation or to any person appointed by the organisation (for example, auditors) and shall provide oral or written explanations and all other reasonable assistance to these people.

8.2 The Contractor shall comply with any Code of Practice issued by Her Majesty's Government from time to time on access to official information and shall promptly respond to reasonable requests for information.

8.3 The Contractor shall upon termination of his/her engagement immediately deliver up to the organisation all correspondence, documents, specification papers and property belonging to the organisation which may be in his/her possession or under his/her control.

## **9. COPYRIGHT**

The entire copyright in all material written by the Contractor in the course of carrying out this work will be held by the organisation who shall have the exclusive right to publish any such material throughout the legal term of copyright.

## **10. CONTACTS**

The organisation contact person will be:

**Sarah Knight**

**e. admin@milittlepad.com**

**t. 01633 415329**

## **11. PRINCIPLES**

11.1 The Contractor will conduct themselves in a proper, skilful and professional manner in accordance with The Organisation's Code of Professional Conduct (in the handbook)

11.2 The Contractor shall not agree any further work with a competitor client (to the organisation) for similar or related work without first receiving the agreement of the organisation, and shall not solicit further work from a competitor client directly for similar or related work.

11.3 The Contractor will not (except in the proper course of your duties hereunder) use or divulge or communicate to any person any confidential information that belongs to the organisation or any student or teacher.

## **12. TAX AND NATIONAL INSURANCE**

1. Prior to this contract taking effect, the Contractor will provide The Organisation with appropriate evidence of independent Contractor's status or self-employment status. Normally, relevant correspondence with HMRC will be sufficient. Failure to do so may result in payment to the contractor being delayed.
2. Where the Contractor is not registered as self employed with the appropriate authorities, the organisation may deduct tax and NI at source through PAYE.
3. In the case of 12.2 the fee paid to the freelancer, as stated in clause 5. above will be reduced by 12.8% - or the amount equivalent to the current rate of Employer's National Insurance contributions. The cost of any additional accountancy fees incurred by the organisation may also be deducted, this is typically £20/month

12.4 The contractor will account to the appropriate authorities for any income tax and national insurance charges arising out of any payment made to the Contractor under this agreement.

12.5 The Contractor agrees to indemnify the organisation against any income tax or National Insurance due by him/her, which may be levied on the organisation by the appropriate authorities.

## **13. PROFESSIONAL PRACTICES**

The Contractor agrees to abide by the organisation's health and safety policy, equal opportunity policy, children and vulnerable adult protection policy, customer service policy and code of professional conduct.

## **14. PUBLICITY**

The Organisation is entitled to mention the fact that Contractors work with the organisation has taken place in future publicity material.

## **15. STATUS**

- 15.1 This agreement does not form the basis of an employment relationship between the organisation and the freelancer, and the freelancer is responsible for paying their own tax and National Insurance contributions.
- 15.2 The contractor is not an agent of the organisation and cannot create any obligations for it.

## **16. ALTERATION**

This agreement can be changed only with the written consent of both sides.

## **17. FORCE MAJEURE**

Neither party shall be deemed in default of its obligations under this agreement nor shall be liable to the other to the extent that it is unable to perform any of its obligations by reason of any event or circumstance beyond its reasonable control.

## **18. GOVERNING LAW / JURISDICTION**

This agreement shall be governed by and construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English courts.

**19. NOTICE**

Any notice to be served under this agreement shall be served upon the recipient at its address set out herein either by hand or by first class post or otherwise by facsimile or e-mail transmission and shall be deemed served 48 hours after posting if sent by post or on delivery if it is delivered by hand and on completion of transmission if sent by facsimile or e-mail.

**20. DRESS CODE**

The Contractor is required to dress in accordance with the Organisation 's dress code annexed to this agreement in The Staff Handbook

**21. GRIEVANCE PROCEDURE**

As set out in a separate document to this agreement. The Grievance Procedure forms part of the terms and conditions of this contract.

**22. DISAPLINARY PROCEDURE**

As set out in a separate document (The Staff Handbook) to this agreement. The Disciplinary Procedure forms part of the terms and conditions of this contract.

**23. Signatures of agreement.**

**On behalf of the organisation.....**

**The Contractor.....**

**SUPPORTING NOTES**

**Information to be read by Contractor**

It is important that the contractor reads carefully the details of this contract before signing.

**Signing and retaining copies**

For each Contractor, there should be two identical copies of the contract, each signed by both parties. It is recommended that both copies of the contract are signed on behalf of the organisation and sent to the freelancer, who will then sign and date them before returning one to the organisation and retaining the other.

**Amendments and Alterations to this contract after signature**

The contract may be altered if the parties wish but legal advice on any material alterations should be sought. If amendments or deletions are made, they should be initialled by both parties.

**Annex A**

**Dress Code**

**As an individual you will be representing Mi Little Pad Ltd, therefore we need a professional image to be portrayed.**

## **Footwear**

Smart shoes are to be worn at all times. NO TRAINERS/SKATE SHOES what so ever.

## **Lower Half**

Smart Trousers i.e Chinos. Long dresses. Smart business wear. NO JEANS OF ANY COLOUR.

## **Upper Half**

A shirt or polo shirt. For Minecraft club, wear the designated branded t-shirts or polo. NO HOODIES.

## **Grievance Procedure**

If you have a grievance or complaint to do with your work or the people you work with you should, wherever possible, start by talking it over with your supervisor. You may be able to agree a solution informally between you.

## **Formal Grievance**

If the matter is serious and/or you wish to raise the matter formally you should set out the grievance in writing to Tom Griffiths. You should also focus on the facts and avoid any inflammatory language. Where your grievance relates to the named member of staff above and you feel unable to approach them, direct your letter toward.

## **Hearing**

All letters will be responded to within five working days.

## **Annex B**

### **Disciplinary Procedure**

#### **1. Purpose and Scope**

The Organisation's aim is to encourage improvement in individual conduct or performance. This procedure sets out the action which will be taken until the matter has been fully investigated.

#### **2. Principles**

- A. The procedure is designed to establish the facts quickly and to deal constantly with disciplinary issues. No disciplinary action will be taken until the matter has been fully investigated.
- B. At every stage the contractor will be informed in writing of what is alleged and have the opportunity to state their case at a disciplinary meeting and be represented or accompanied, if they wish, by a representative or work colleague.
- C. An employee has the right to appeal against any disciplinary penalty. A contractor is NOT an employee.

#### **3. The Procedure**

##### **Stage 1- First Warning**

If conduct or performance is unsatisfactory, the contractor will be given a written warning or performance note. Such warnings will be recorded, but discarded after 6 months of satisfactory service. The Employee will also be informed that a final written warning may be considered if there is

no sustained satisfactory improvement or change. (Where the first offence is sufficiently serious, for example because it is having or likely to have a serious harmful effect on the organisation, it may be justifiable to move directly to final written warning).

#### Stage 2- Final Written Warning

If the offence is serious, or there is no improvement in standards, or if a further offence of a similar kind occurs, a final written warning will be given which will include the reason for the warning, the improvement required and the timescale it will also warn that failure to improve may lead to

(Annex B Continued...)

Dismissal (or some other action short of dismissal) and will refer to the right of appeal. A copy of this written warning will be kept on the Contractor's personnel file but will be disregarded for disciplinary purposes after 12 months subject to achieving and sustaining satisfactory conduct or performance.

#### Stage 3 – Dismissal or action of short dismissal

If the conduct or performance has failed to improve, the contractor may suffer demotion, disciplinary transfer and loss of seniority or dismissal.

#### **Gross misconduct**

If, after investigation, it is confirmed that a contractor has committed an offence of the following nature, the normal consequence will be dismissal without notice or payment in lieu of notice:- Theft, damage to property, fraud, incapacity for work due to being under the influence of alcohol or illegal drugs, physical violence, bullying and gross insubordination, serious misuse of property or name, serious breach of health and safety rules, serious breach of confidentiality. While the alleged gross misconduct is being investigated, the contractor may be suspended. Any decision to dismiss will only be done so after a full investigation.

#### **Appeals**

A contractor who wishes to appeal against any disciplinary decision must do so to John Gallacher within five working days. Then a Partner will decide the outcome, with his/her decision being final.