

DATED\_\_\_\_\_

**[BUSINESS]** (1)

And

***[ASSISTANT]*** (2)

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**CONTRACTOR AGREEMENT**

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This Agreement is made on [ ].

**PARTIES:**

**XXXX CLINIC** of [ADDRESS] (the “**BUSINESS**”)

*[insert name]* of *[insert address]* (the “**ASSISTANT**”)

**BACKGROUND:**

- (A) **The Business** carries on the practice of Osteopathy/Chiropractic at [ADDRESS].
- (B) **The Assistant** is a Registered Osteopath/Chiropractor and wishes to work with the Business in its practice at [ADDRESS] (the “Premises”).

**OPERATIVE PROVISIONS:**

**1. DEFINITIONS AND INTERPRETATION**

- 1.1 In this Agreement the following words have the following meanings:

**"Commencement Date"** means *[insert date when the Assistant will start]*

**"Equipment"** means the equipment of the Business to include the treatment couch, creams, oils acupuncture needles and any other relevant equipment used in the treatments offered by the Business.

**"Services"** means the Osteopathic/Chiropractic services offered by the Business to patients which the Assistant is contracted to undertake at the Business's premises.

- 1.2 Any reference to a statutory provision includes all re-enactments and modifications of it and any regulations made under it.
- 1.3 The headings in this Agreement have been inserted for convenience only. They do not form part of this Agreement and do not affect its interpretation.

**2. APPOINTMENT**

- 2.1 The Business agrees to engage the Assistant to provide the Services on a non-exclusive basis as and when required.
- 2.2 The Business is under no obligation to provide work to the Assistant.

- 2.3 The Assistant warrants that they have the skills, knowledge and experience necessary to provide the Services.

3. **TERM**

- 3.1 This Agreement will start on the Commencement Date and unless terminated earlier under clause 19 will continue until terminated by either party giving to the other not less than one month's prior written notice.

4. **STATUS OF THE ASSISTANT**

- 4.1 The Assistant is an independent contractor and not the agent, partner, employee or servant of the Business.
- 4.2 The Assistant shall not be subject to directions from the Business as to the manner in which the Services are performed.

5. **PATIENTS**

- 5.1 The Assistant will be responsible for providing the Services to the patients of the Business and from time to time may introduce patients of their own to the Business.
- 5.2 The patients introduced by the Business to the Assistant and any patients introduced and treated by the Assistant at the Business's premises will remain the patients of the Business.

6. **THE ASSISTANT'S DUTIES**

- 6.1 The Assistant will:
- (a) provide the Services with all due care, skill and ability and use their best endeavours to promote the interests of the Business;
  - (b) observe the Business's general guidance with regard to the performance of the Services, including making sure it adheres to the Business's policies and procedures on patient care and other general policies in place.
  - (c) subject to clause 10.1 notify the Business as soon as possible of any periods during which the Assistant is or will be unable to provide the Services due to sickness or otherwise.

**7. FEES**

- 7.1 The Assistant will treat the patients with the Services complying with the fees in accordance with the rates set by the Business from time to time (the "Fees").
- 7.2 The Business will log all the treatments provided by the Assistant and the fees paid by the patient to the Business and will produce a monthly report of Services provided and Fees earned by the Assistant. In the event that the Assistant receives the Fees from a patient the Assistant will inform the Business so this can be noted in the Business's records.
- 7.3 The monthly report will make an agreed percentage reduction (as agreed separately between the Parties in a side letter) for the Assistant's use of the Business's Premises and reception cover to carry out the Services as set out under clause 8 and the Assistant's use of Business's Equipment under clause 9.
- 7.4 The Business will produce a monthly report by the 5<sup>th</sup> of the month of the Fees less deduction for use of the Premises for Services undertaken that month. The Assistant will then produce a monthly invoice for the Business of the Services and Fees earned by the Assistant that month with payment to be made to the Assistant by bank transfer upon receipt of their invoice.
- 7.5 All sums payable under this Agreement unless otherwise stated are subject to payment of VAT if applicable.

**8. PREMISES**

- 8.1 The Business will permit the Assistant to access and use such part of the Premises as the Business may designate from time to time to provide the Services.
- 8.2 The Assistant will be responsible for any damage that may be caused to the Premises other than damage caused through usual wear and tear.
- 8.3 This Agreement does not, nor does it intend to, create any relationship of landlord and tenant between the Business and the Assistant in respect of the Assistant's use of any part of the Premises. The Assistant's right to access and/or use the Premises shall automatically terminate with immediate effect on termination of this Agreement.

**9. EQUIPMENT**

- 9.1 The Assistant will be entitled to use the Equipment in order to provide the Services.

10. **ABSENCE**

- 10.1 The Assistant must contact the Practice Manager of the Business by telephone if for any reason they are not able to attend due to illness or due to an emergency situation by 8.30 am or as soon as possible in order that the Business can have enough time to let patients know that the appointments will need to be rescheduled. The Assistant is an independent contractor and not entitled to any sick pay or holiday pay.

11. **STATUTORY REGISTRATION**

- 11.1 The Assistant will provide the Business with proof of registration with the General Osteopathic Council ("GOsC")/ General Chiropractic Council ("GCC") prior to the Commencement Date and will remain registered with the GOsC/GCC for the duration of the Agreement.

12. **INDEMNITY**

- 12.1 The Assistant agrees that as a self-employed contractor there is nothing in this Agreement that shall render the Assistant an employee, worker, agent or partner of the Business and that the Assistant will not hold themselves out as such.
- 12.2 The Assistant shall be fully responsible for and shall keep the Business indemnified for and in respect of any liability, assessment, demand or claim (including reasonable costs and expenses) to include:
- 12.2.1 any income tax and/or national insurance contributions arising from or payable in connection with Fees earned by the Assistant for the provision of the Services under this Agreement;
- 12.2.2 any employment-related claim or any claim based on worker status brought by the Assistant or any replacement used by the Assistant to provide the Services against the Business arising out of or in connection with the provision of the Services.
- 12.2.3 any claim made by a client against the Business in respect of any Service provided by the Assistant using the Business's premises.
- 12.3 In the event that the Business incurs costs as a result of claim made under this clause 12, the Assistant agrees that the Business may make an agreed deduction from any payment owed to the Assistant by the Business.

13. **INSURANCE AND LIABILITY**

- 13.1 The Assistant agrees they shall have personal liability and shall indemnify the Business for any loss, damage, liability or costs (including reasonable legal

costs) occasioned in connection with the provision of the Services by the Assistant.

- 13.2 The Assistant shall maintain in force for the duration of this Agreement adequate insurance cover with reputable insurers acceptable to the Business and shall on request provide the Business with evidence of cover.

**14. OTHER INTERESTS**

During the term of this Agreement, the Assistant may supply services similar to the Services to any third party provided in all cases that such third party supply shall not interfere in any way with the full and efficient performance of the Assistant's obligations in respect of the provision of the Services or likely to lead to a breach of the Assistant's confidentiality obligations to the Business.

**15. RESTRICTIONS**

The Assistant agrees that if, during the period they are engaged under the terms of this Agreement, or within 2 years after the termination of this Agreement, if the Assistant accepts as a patient, i.e conducts any form of treatment in their own right or on behalf of a new employer or practice, or on behalf of a business that they own or control, any patient who has at any time during the 2 years immediately preceding the termination of this Agreement been a patient of the Business, whether introduced by the Assistant or not, then the Assistant will pay the Business £300 for each patient with whom they do such business, regardless of whether any fee has changed hands for the service. This fee may be waived by prior agreement in writing with the Business under exceptional circumstances.

**16. ASSIGNMENT AND SUBSTITUTION**

The Assistant may after first notifying the Business, suggest a suitably qualified and skilled substitute to perform the Services on their behalf, provided that the substitute shall be required to enter into relevant confidentiality agreements with the Business and the Business agrees to the suggested substitute.

**17. DATA PROTECTION**

The Assistant consents to the Business holding and processing data relating to the Assistant for legal, personnel, administrative and management purposes and in particular to the Business processing any "sensitive personal data" as defined in the Data Protection Act 1998 relating to the Assistant.

**18. PATIENT RECORDS**

- 18.1 All records containing patient information ("Patient Records") (including electronic records) will remain the sole property of the Business.

- 18.2 The Assistant agrees at all times to process patient information in accordance with the provisions of the Data Protection Act 2018.
- 18.3 Subject always to the parties' obligations under the Data Protection Act 2018:
  - 18.3.1 during the period of this Agreement the Business will permit the Assistant to have reasonable access to the Patient Records for the purposes of treating patients;
  - 18.3.2 at any time the Business will allow the Assistant reasonable access to Patient Records to enable the Assistant to defend any complaint made by a patient to a regulatory body or in connection with legal proceedings brought by or relating to the patient.
- 18.4 On termination of this Agreement the Assistant shall return to the Business any Patient Records in their possession, custody or control, unless otherwise agreed in writing by both the Business and the patient.

## 19. **CONFIDENTIAL INFORMATION**

- 19.1 The Assistant acknowledges that during the course of providing the Services the Assistant will be entrusted with confidential business and patient information, including but not limited to details of patients; patient records; marketing plans; financial information; business development plans; inventions; product lines and any information which the Assistant either is aware or reasonably ought to know is confidential ("Confidential Information").
- 19.2 The Assistant shall not for the period covered by this Agreement or after its termination:
  - 19.2.1 disclose to any unauthorised person;
  - 19.2.2 use for their own purposes or for any purposes other than those of the Business;
  - 19.2.3 cause or permit any unauthorised disclosure of, any of the Confidential Information.
- 19.3 These restrictions do not apply to:
  - 19.3.1 any use or disclosure authorised by the Business or required by law;
  - 19.3.2 any information which is already in the public domain otherwise than through the Assistant's unauthorised disclosure.

## 20. **TERMINATION**

- 20.1 The Business shall be entitled to terminate this Agreement with immediate effect by giving notice in writing if the Assistant (or any replacement used in

the provision of the Services):

- 20.1 commits a substantial breach of any of its obligations under this Agreement;
- 20.2 fails to provide the Services due to illness, injury or otherwise for more than 9 days in any period of 15 days, excluding weekends (unless a replacement or subcontractor acceptable to the Business is provided);
  - (a) is negligent or incompetent in the provision of Services;
  - (b) commits any act which brings or is likely to bring the Business or its business interests into disrepute or which damages or is likely to damage those interests;
  - (c) fails to pay any sums due under this Agreement within seven days of the due date for payment;
  - (d) is no longer registered with GOsC.

## **21. RETURN OF PROPERTY**

The Assistant shall return any property belonging to the Business in their possession obtained by the Assistant in the course of providing the Services at any time on request and in any event upon termination of this Agreement.

## **22. PRIOR AGREEMENTS**

This Agreement is in substitution for all agreements and arrangements (whether written or oral) between the Business and the Assistant.

## **23. WHOLE AGREEMENT**

Each party acknowledges that this Agreement, and the conditions which form part of it constitute the entire terms and conditions between the parties and that it does not rely upon any oral or written representation made to it by the other.

## **24. NOTICES**

- 24.1 Any notice to be served on either of the parties by the other shall be delivered personally or sent by pre-paid first class post to the address of the other party in the Agreement.
- 24.2 Any notice served by post shall be deemed to have been served 48 hours after it was posted and proof that the notice was properly addressed prepaid and posted shall be sufficient evidence of service.
- 24.3 Any notice served by hand shall be deemed to have been served immediately upon receipt by the party to whom it is sent.



25. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

No person who is not a party to this contract ("Third Party") has or shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract and no consent of any Third Party shall be required under that Act to any cancellations or variations of this contract.

26. **GOVERNING LAW AND JURISDICTION**

26.1 This Agreement shall be governed by and interpreted in accordance with the law of England and Wales.

**SIGNED** by a Representative of the Business

**PRINT NAME:**

**DATE:**

**SIGNED** by *[insert Assistant's name]*

**PRINT NAME:**

**DATE:**