DATED [ ] 2025

Principal’s Name (1)

and

Practitioner’s Name (2)

# CONTRACTOR AGREEMENT

This Agreement is made on Date.

# PARTIES:

Principal’s Name of Address (the “PRINCIPAL”)

Associate’s Name of Address (the “ASSOCIATE”)

BACKGROUND:

1. The Principal carries on the practice of a healthcare clinic at ADDRESS (the “Clinic”).

1. The Associate is a Registered Osteopath and wishes to work with the Principal in their practice at Address.

OPERATIVE PROVISIONS:

# DEFINITIONS AND INTERPRETATION

* 1. In this Agreement the following words have the following meanings:

"Commencement Date" means DATE

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

"Services" means the osteopathic services offered by the Associate to patients which the Associate is contracted to undertake at the Clinic. These services include any adjunctive therapies, such as dry needling or electrotherapy, which the Associate is qualified and insured to perform in support of their osteopathic services.

“Fees” means all remuneration for provision of Services, whether made to the Clinic or directly to the Associate.

* 1. Any reference to a statutory provision includes all re-enactments and modifications of it and any regulations made under it.
  2. 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.

1. APPOINTMENT

# The Principal agrees to engage the Associate to provide the Services on a non-exclusive basis as and when required.

# The Principal is under no obligation to provide work to the Assistant.

# The Associate warrants that they have the skills, knowledge and experience necessary to provide the Services, that they are registered with the General Osteopathic Council (GOsC) and that they have indemnity insurance in place as required by The Osteopaths Act 1993.

* 1. The Associate is required to produce any documentation necessary to assist the Principal with ensuing the Associate has Right to Work in the UK.

1. TERM
   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.

# STATUS OF THE ASSOCIATE

* 1. The Associate is an independent contractor and not the agent, partner, employee or servant of the Principal.
  2. The Associate shall not be subject to directions from the Principal as to the manner in which the Services are performed.

1. PATIENTS
   1. The Associate will be responsible for providing the Services to the patients of the Principal and from time to time may introduce patients of their own to the Principal.
   2. All patients that have been treated at the Clinic, including patients introduced by the Principal to the Associate and any patients introduced and treated by the Associate at the Clinic, will remain the patients of the Principal.

# THE ASSOCIATE’S DUTIES

* 1. The Associate will:

1. provide the Services with all due care, skill and ability and use their best endeavours to promote the interests of the Principal;
2. observe the Principal's general guidance with regard to the performance of the Services, including making sure it adheres to the Principal’s policies and procedures on patient care and other general policies in place.
3. subject to clause 10.1 notify the Principal as soon as possible of any periods during which the Associate is or will be unable to provide the Services due to sickness or otherwise.
4. FEES
   1. In providing the Services, the Associate will charge fees in accordance with the rates set by the Principal from time to time (the “Fees”) and must ensure that all appointments are recoded in the clinic’s diary system.
   2. For the convenience of patients, and to assist the Associate, fees will normally be collected using the Principal’s clinic management software and/or point-of-sale machines. Exceptionally, fees may be paid directly to the Associate.
   3. The Associate agrees that a percentage of the Fees (as agreed separately between the parties in a side letter) will be paid to the Principal for the Assistant’s use of the Clinic, Equipment and services (to include reception as and when there is such cover).
   4. Within the first 5 days of the month the Principal will produce a report of Services provided and Fees generated by the Assistant over the course of the previous month. The monthly report will show the agreed percentage reduction.
   5. The Associate will have 48 hours from receipt of the monthly report from the Principal to inform the Principal if there are any payments which are not agreed with, otherwise if the Associate does not contact the Principal in this 48 hour period, the Principal will assume the payments set out in the report are correct.
   6. The Principal will pay to the Associate by bank transfer all fees collected for the previous month’s work, less the agreed percentage reduction, within 48 hours of the monthly report having been agreed.
   7. All sums payable under this Agreement unless otherwise stated are subject to payment of VAT if applicable.

# PREMISES

# The Principal will permit the Associate to access and use such part of the Clinic as the Principal may designate from time to time to provide the Services.

* 1. The Associate will be responsible for any damage that may be caused to the Clinic other than damage caused through usual wear and tear.
  2. This Agreement does not, nor does it intend to, create any relationship of landlord and tenant between the Principal and the Associate in respect of the Assistant’s use of any part of the Clinic. The Assistant’s right to access and/or use the Clinic shall automatically terminate with immediate effect on termination of this Agreement.

# EQUIPMENT

* 1. The Associate will be entitled to use the Equipment in order to provide the Services.

# ABSENCE

* 1. The Associate must contact the Directors or Practice Manager of the Principal by telephone, not email or text, 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 Principal can have enough time to let patients know that the appointments will need to be rescheduled.
  2. The Associate is an independent contractor and not entitled to any sick pay or holiday pay.

1. Registration with the General Osteopathic Council
   1. The Associate will provide the Principal with proof of registration with the General Osteopathic Council (“GOsC”) prior to the Commencement Date and will remain registered with the GOsC for the duration of the Agreement. The Associate will maintain their CPD hours in accordance with the GOsC requirements.
   2. The Associate must maintain a current, HSE-recognised first aid qualification.

# INDEMNITY

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

# INSURANCE AND LIABILITY

* 1. The Associate agrees they shall have personal liability and shall indemnify the Principal for any loss, damage, liability or costs (including reasonable legal costs) occasioned in connection with the provision of the Services by the Assistant.
  2. The Associate shall maintain in force for the duration of this Agreement adequate insurance cover with reputable insurers acceptable to the Principal and shall provide the Principal with evidence of cover each year on renewal.

# OTHER INTERESTS

During the term of this Agreement, the Associate 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 Principal.

1. RESTRICTIONS  
   1. The Associate agrees that, during the period they are engaged under the terms of this Agreement, or within 6 months after the termination of this Agreement, they shall not treat patients of the Principal, as defined in Clause 5, in any other setting than the Clinic without the prior agreement of the Principal.
   2. If, during the period they are engaged under the terms of this Agreement, or within 6 months after the termination of this Agreement, the Associate accepts patients of the Principal in a clinical or other setting which is not the Clinic (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) then the Associate will pay the Principal £300 for each patient with whom they do such business, regardless of whether any fee has changed hands for the service. This includes any such patient of the Principal who has at any time during the 2 year prior to termination of this Agreement been a patient of the Principal.
   3. This fee may be waived by prior agreement in writing with the Principal under exceptional circumstances.
   4. The Associate shall not at any time during the period they are engaged under the terms of this Agreement, or after the termination of this Agreement for any cause or by any means whatsoever:
      1. Solicit or in any way persuade or induce any of the Clinic Staff to cease their employment or business association with the Principal;
      2. Solicit or in any way persuade or induce any of the patients of the Principal to attend for osteopathic treatment at premises other than the Clinic;
      3. Entice or endeavour to entice any of the Principal’s Staff to breach their contract with the Principal;
      4. Entice or endeavour to entice any person to breach their contract for services with the Principal’s Business or any other business for the provision of osteopathic services in which the Principal is directly or indirectly interested.
      5. Hold themselves out as being in any way connected with the Premises or the Principal’s business.
2. ASSIGNMENT AND SUBSTITUTION   
   1. The Associate may, after first notifying the Principal, appoint a suitably qualified, skilled and insured substitute to perform the Services on their behalf, provided that the Principal agrees to the suggested substitute and the substitute enters into relevant confidentiality agreements with the Principal.
   2. The Principal shall not unreasonably withhold agreement.

# DATA PROTECTION

* 1. The Associate consents to the Principal holding and processing data relating to the Associate for legal, personnel, administrative and management purposes and in particular to the Principal processing any "sensitive personal data" as defined in the Data Protection Act 1998 relating to the Assistant.
  2. The Associate is not allowed to forward work e-mails to a personal e-mail address unless authorised.
  3. The Associate may be required to disclose business e-mails and other electronically held content sent or received by them at any time, or on the termination of this agreement.
  4. The Principal may undertake reasonable monitoring of its IT and phone systems from time to time.

# PATIENT RECORDS

* 1. All records containing patient information (“Patient Records”) (including electronic records) will remain the sole property of the Principal.
  2. The Associate agrees at all times to process patient information in accordance with the provisions of the Data Protection Act 1998.
  3. Subject always to the parties’ obligations under the Data Protection Act 1998:   
     1. during the period of this Agreement the Principal will permit the Associate to have reasonable access to the patient records for the purposes of treating patients;
     2. at any time the Principal will allow the Associate reasonable access to patient records to enable the Associate 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.
  4. On termination of this Agreement the Associate shall return to the Principal any patient records in their possession, custody or control, unless otherwise agreed in writing by both the Principal and the patient, as well as ensuring that all patient records or confidential information belonging to the Principal are deleted from any personal devices.

# CONFIDENTIAL INFORMATION

* 1. The Associate acknowledges that during the course of providing the Services they 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 other information which the Associate either is aware or reasonably ought to know is confidential (“Confidential Information”).
  2. The Associate shall not for the period covered by this Agreement or at any time after its termination cause or permit any unauthorised disclosure of any Confidential Information, nor will they use Confidential Information for their own purposes or for any purposes other than those of the Principal.
  3. These restrictions do not apply to:   
     1. any use or disclosure authorised by the Principal or required by law;
     2. any information which is already in the public domain otherwise than through the Assistant’s unauthorised disclosure.

# TERMINATION

* 1. The Principal shall be entitled to terminate this Agreement with immediate effect by giving notice in writing if the Associate (or any replacement used in the provision of the Services):   
     1. commits a substantial breach of any of its obligations under this Agreement;
     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 Principal is provided);
     3. is negligent or incompetent in the provision of Services;
     4. commits any act which brings or is likely to bring the Principal or its business interests into disrepute or which damages or is likely to damage those interests;
     5. fails to pay any sums due under this Agreement within seven days of the due date for payment;
     6. is no longer registered with GOsC.

# RETURN OF PROPERTY

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

1. INAPPLICABLE REGULATIONS AND LEGISLATION  
   1. The parties consider the Associate to not be a ‘worker’ for the purposes of the Working Time Regulations 1998 and no payment will be made for leave, holiday or other absences.
   2. The parties consider the Associate to not be a ‘worker’ for the purpose of the National Minimum Wage Act 1998.
   3. The parties consider the Associate to not be a ‘worker’ for the purposes of the Pensions Act 2008 and the Principal does not have any obligations to make pension contributions.
   4. The parties do not consider the Associate to be an ‘agency worker’ under the Agency Workers’ Regulations 2010.

# PRIOR AGREEMENTS

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

# 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.

# NOTICES

* 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.
  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.
  3. Any notice served by hand shall be deemed to have been served immediately upon receipt by the party to whom it is sent.

# 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.

# GOVERNING LAW AND JURISDICTION

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

SIGNED by the Principal

PRINT NAME: DATE:

SIGNED by the Associate

PRINT NAME: DATE: