



LearnArtory Terms and Conditions for Consultants

This document sets out the terms and conditions upon which LearnArtory Limited (“we”, “us” or “LearnArtory”) contracts with its consultants. You are a Consultant (“you” or “your”) of LearnArtory when you received a confirmation email or letter with the details of the Service you must provide.

1 Our terms and conditions

You shall provide your Services to us in accordance with the specific terms sent to you by email or letter and our terms and conditions below. For the avoidance of doubt, the specific terms shall prevail over the terms and conditions below.

2 Definition

2.1 Event: It consists in an event either indoor or outdoor on a collection of topics together with interactive language activities. The length of the event shall vary. Such duration and theme will be provided in the letter sent to you.

2.2 Educational Content: is the language activities sent to the consumers and used before/during/or after the Event.

2.3 Services: are detailed in the letter sent to you. It consists of the preparation of the Event, its content, the Educational Content and your attendance at Event to present it.

3 Duties

3.1 You shall use your best endeavours to promote our interests and, unless prevented by ill health or accident, and carrying out the following services for us.

3.2 If you are unable to provide the Services due to illness or injury, you shall notify us as soon as reasonably practicable.

3.3 You must comply with any of our policies that we provide to you.

3.4 With our prior written approval, you may appoint a suitably qualified substitute to perform the Services on your behalf, provided that the substitute shall be required to enter into direct undertakings with us, including with regard to confidentiality. We will continue to pay you your fee as provided in the letter and in clause 4.1 below and you shall be responsible for the remuneration of, and any expenses incurred by, the substitute. You will not be paid for any period during which neither you nor any substitute provide the Services. You will continue to be subject to all duties and obligations under this agreement for the duration of the appointment of the substitute.

3.5 If a substitute is appointed, the provisions relating to sub-processor obligations under Clause 7 will apply.

- 3.6** You shall ensure that you are available at all times on reasonable notice to provide such assistance or information as we may require.
- 3.7** You have no authority (and shall not hold yourself out as having authority) to bind us, unless we have specifically permitted this in writing in advance.
- 3.8** You must comply the Bribery Act 2010. Failure to do so may result in the immediate termination of this agreement.
- 3.9** You must not engage in any activity, practice or conduct which would constitute either a UK tax evasion facilitation offence or a foreign tax evasion facilitation offence under the Criminal Finances Act 2017. Failure to do so may result in the immediate termination of this agreement.

4 Fees and expenses

- 4.1** We will pay you a fee as agreed in the letter sent to you, within four weeks of your invoice. The amount on the invoice is to be paid only by bank transfer.
- 4.2** We shall reimburse those expenses agreed with us in advance as necessary for the proper performance of the Services within four weeks of receipt of your invoice and all relevant receipts, or other evidence as we may reasonably require, to support the expense in each case.
- 4.3** We are entitled to deduct from the fees (and any other sums) payable to you any sums that you may owe us at any time.

5 Other Activities

You may be engaged, employed or concerned in any other business, trade, profession or other activity which does not place you in a conflict of interest with us. However, you may not be involved in any capacity with a business which does or could compete directly with our business without the prior written consent of our director.

6 Confidential information and client property

- 6.1** You shall not use or disclose to any person either during or at any time after your engagement by us any confidential information about our business or affairs or any of our business contacts, or about any other confidential matters which may come to your knowledge in the course of providing the Services. For the purposes of this Clause 6, confidential information means any information or matter which is not in the public domain and which relates to our affairs or any of our business contacts.
- 6.2** The restriction in Clause 6.1 does not apply to:
 - 6.2.1** any use or disclosure authorised by us or as required by law; or
 - 6.2.2** any information which is already in, or comes into, the public domain otherwise than through your unauthorised disclosure.

6.3 All documents, manuals, hardware and software provided for your use by us, and any data or documents (including copies) produced, maintained or stored on our computer systems or other electronic equipment (including mobile phones if provided by us), remain our property.

7 Data protection

7.1 We will collect and process information relating to you in accordance with the privacy notice which is annexed to this agreement.

7.2 For the purposes of this clause, Data Protection Legislation includes all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR), the Data Protection Act 2018 (and regulations made thereunder) or any successor legislation, and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).

8 Intellectual Property

8.1 You shall be the owner of the content of the Event organised.

8.2 You undertake to fully indemnify us for any loss, liability, costs (including reasonable legal costs), damages or expenses arising from of any third party claim for infringement of intellectual property right in connection with the content that the Consultant delivers at the Event.

8.3 You hereby grant an exclusive licence to us, for a period of one year on all existing and future intellectual property rights (including, without limitation, patents, copyright and related rights) and inventions arising from the Educational Content provided to us. You agree promptly to execute all documents and do all acts as may, in our opinion, be necessary to give effect to this Clause 8.

8.4 You shall not use the Educational Content without our prior written consent.

9 Insurance and Liability

9.1 You shall have personal liability for and shall indemnify us for any loss, liability, costs (including reasonable legal costs), damages or expenses arising from any breach by you, or any substitute engaged under this agreement, of the terms of this agreement, including any negligent or reckless act, omission or default in the provision of the Services.

9.2 You shall maintain in force during the period of this agreement adequate insurance cover for the performance of the services.

10 Termination

We may at any time terminate your engagement with immediate effect with no liability to make any further payment to you (other than in respect of any accrued fees or expenses at the date of termination) if:

(a) you are in material breach of any of your obligations under this agreement; or

(b) other than as a result of illness or accident, after notice in writing, you wilfully neglect to provide or fail to remedy any default in providing the Services.

Any delay by us in exercising our rights to terminate shall not constitute a waiver of those rights.

11 Obligations on termination

Any property belonging to us in your possession or under your control, and any original or copy documents obtained by you in the course of providing the Services, shall be returned to us at any time on request and in any event on or before the termination of this agreement. You also undertake to irretrievably delete any information relating to our business stored on any magnetic or optical disk or memory.

12 Status

12.1 You will be an independent contractor and nothing in this agreement shall render you our employee, worker, agent or partner and you shall not hold yourself out as such.

12.2 You shall be fully responsible for and indemnify us against any liability, assessment or claim for:

12.2.1 taxation howsoever arising from or made in connection with the performance of the Services, where such recovery is not prohibited by law; and

12.2.2 any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by you or any substitute against us arising out of or in connection with the provision of the Services, except where such claim is as a result of any act or omission by us.

12.3 We may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to you.

13 Variation

This agreement may only be varied by a document signed by both you and us.

14 Third Party Rights

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement and no person other than you and us shall have any rights under it.

15 Governing Law

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

16 Jurisdiction

The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

