82 Stoke Newington High Street

London N16, 7PA

25 January 2021

xxx **(*you***)

Dear xxx,

**Freelance Trainer Agreement**

Below are the terms of our agreement concerning the provision of your freelance trainer services to Flowing Body Pilates Ltd (company number 09070274) (the **Company**).

**1. TERM**

You shall provide your services to the Company from the date written above unless and until this Agreement is terminated by either party giving to the other not less than one month’s prior written notice.

**2. DUTIES**

2.1 You shall use your best endeavours to promote the interests and enhance the reputation of the Company carry out the following services for the Company at 82 Stoke Newington High Street, London N16 7PA (the ***Studio***) to the best of your skill care and ability:

* Act as a freelance fitness trainer principally in carrying out reformer Pilates classes for and on behalf of the Company.
* Perform below various services:
* Opening the studio if first one in
* Greeting and registering clients on arrival
* Ensure that the studio is in an acceptable state (toilet paper in the bathroom, reformers left with footbar up, 1 of each spring and Pilates ring resting on the platform).
* Email, text or call Charles Nwofor in case of any issues
* Close the studio if last one out
* 2.2 You acknowledge that attendance at classes is of paramount importance to the Company and failure to carry out any Services which you have agreed to undertake could damage the Company’s reputation irreparably. You agree therefore to comply in all respects with the Company’s protocol for cancelling your attendance at class(es) and arranging a Substitute(s) (as defined in clause 2.5).

2.3 If you are unable to provide the Services due to holiday or other reason you shall notify Charles Nwofor in writing (by email or text message) and by phone call as soon as reasonably practicable and in any event at least 7 days in advance of any class(es) and provide him with details of how long you will be away and unavailable.

2.4 If you are unable to provide the Services due to illness or injury you shall notify Charles Nwofor in writing (by email or text message) and by phone call as soon as reasonably practicable and in any event at least 24 hours in advance of any class(es) and provide him with details of the illness or injury and its likely duration.

2.5 Charles Nwofor will appoint a Substitute(s) and confirm back to you in writing

2.6 You shall arrive at least 10 minutes before the start of any class(es) you have agreed to undertake. In the event that you arrive late to any class(es) on numerous occasions and we may elect to terminate this Agreement.

**3. FEES**

3.1 The Company will pay you a fee of £25 per one-hour group class.You shall submit a correct and properly due invoice to the Company on the final day of each calendar month setting out the number of classes that you have worked for the Company during the preceding month.

3.2 Subject to satisfactory performance of Services by you, the Company will review your salary every three months and notify you in writing of the new hourly rate.

3.3 The Company will pay you by bank transfer within 10 days of receipt of your invoice.

**4. CONFIDENTIAL INFORMATION AND COMPANY PROPERTY**

4.1 All documents, manuals, hardware and software provided for your use by the

Company, and any data or documents (including copies) produced, maintained or stored on the Company's computer systems or other electronics remain the property of the Company.

4.2 You agree not to use the Company’s name in any promotional material or communications with third parties without obtaining the Company’s express written consent.

**5. INSURANCE AND LIABILITY**

You shall have personal liability for and shall indemnify the Company and any group company for any loss, liability, costs (including reasonable legal costs), damages or expenses arising from any breach by you of the terms of this Agreement, including any negligent or reckless act, omission or default in the provision of the Services and shall maintain in force during the period of this Agreement adequate insurance cover with reputable insurers acceptable to the Company, comply with all terms and conditions of such insurance policy at all times and provide evidence of such insurance policy to the Company and payment of the relevant premiums immediately on the Company’s request.

**6. TERMINATION**

6.1 The Company 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 at the date of termination pursuant to clause 3) if you:

* are in breach of any of your obligations under this Agreement;
* commit any act which in the sole discretion of Charles Nwofor amounts to gross misconduct (which shall include but not be limited to: lateness on numerous occasions; absence on any occasion; intoxication while performing the Services; in the opinion of Charles Nwofor found to be making any disparaging or untrue statement harassing discriminating against or bullying any of the Company’s clients, trainers, or business associates; any act which may endanger persons or property or which breaches any health and safety rule, Company policy or legislation; theft misuse of Company property or fraud);
* become of unsound mind;
* are convicted of a criminal offence or are declared bankrupt;
* become temporarily or permanently incapacitated as a result of illness or
* accident;
* wilfully neglect to provide or fail to remedy any default in providing the
* Services; or
* if you are the subject of a complaint by a client or a Company director

6.2 On termination of this Agreement you shall not have any claims against the Company for damages of compensation of any nature and the rights of the Company under clause 9.1 are without prejudice to any other rights that it might have at law to terminate your engagement.

6.3 Any delay by the Company in exercising its rights to terminate shall not constitute a waiver of those rights.

**7. OBLIGATIONS ON TERMINATION**

Any Company property in your possession and any original or copy documents obtained by you in the course of providing the Services shall be returned to Charles Nwofor at any time on request and in any event before the termination of this Agreement. You also undertake to irretrievably delete any information relating to the business of the Company or any group company stored on any magnetic or optical disk or memory, and all matter derived from such sources which is in your possession or under your control outside the premises of the Company.

**8. STATUS**

You will be an independent contractor and nothing in this Agreement shall render you an employee of the Company and you shall not hold yourself out as such.

**9. VARIATION AND THIRD PARTY RIGHTS**

This Agreement may only be varied by a document signed by both you and the Company.

**10. GOVERNING LAW AND JURISDICTION**

10.1 This Agreement shall be governed by and construed in accordance with English law.

10.2 The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of this Agreement.

Please acknowledge receipt of this letter and acceptance of its terms by signing, dating and returning the enclosed copy.

Yours sincerely,

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Charles Nwofor

For and on behalf of

Flowing Body Pilates

I hereby acknowledge receipt and accept the contents of this letter.

Signed.....................................................

xxx

Date........................................................