

Education Contractor Agreement

Provision of Services to The British Horse Society a charity (registered in England and Wales number 210504 and in Scotland number SC038516) and a company limited by guarantee (registered number 444742) whose registered office is at Abbey Park Stareton Kenilworth Warwickshire CV8 2XZ ("the BHS")

We are writing to confirm the terms of our agreement concerning the provision of your services as an Education Contractor (as per contractor signatory on this agreement and covering letter) to the British Horse Society. An Education Contractor is a person offering services as an assessor, internal quality assurer, translator, presenter or technical expert and must adhere to the APC Code of Practice (see Appendix 1).

1 TERM

- 1.1 You shall provide your services to The British Horse Society from 1 January 2023 until the 31 December 2023 ("the Term") unless your engagement is otherwise terminated in accordance with the terms of agreement.

2 DUTIES

- 2.1 You shall use your best endeavours to promote the interests of the BHS and shall provide services to The BHS as the type of Education Contractor and at any such other place as The BHS may reasonably require (**Services**).
- 2.2 If you are unable to provide the Services due to illness or injury you shall notify The Education Department as soon as reasonably practicable.
- 2.3 You must comply with our terms of appointment, rules and regulations and codes of conduct set out or referred to in the document attached as Appendix 1 and the responsibilities which relate to your appointment as the type of Education Contractor specified in the Schedule.
- 2.4 You shall ensure that you are available as reasonably required by The BHS and shall provide such information as The BHS may require (Eg. Curriculum Vitae) from time to time in connection with the Services provided by you.

- 2.5 You have no authority (and shall not hold yourself out as having authority) to contractually bind the British Horse Society.
- 2.6 You must comply with our bribery policy and procedures and the Bribery Act 2010. Failure to do so may result in the immediate termination of this agreement.

3 FEES AND EXPENSES

- 3.1 The British Horse Society will pay you a fee per day or part day exclusive of VAT as specified in appendix 2. You shall submit invoices to The BHS within a month of the assessment/training being carried out stipulating the hours that you have worked for The BHS and any VAT payable (if applicable). The BHS will pay such invoices in accordance with its usual payment terms.
- 3.2 The BHS shall pay travel and out of pocket expenses - please refer to appendix 2.
- 3.3 We are entitled to deduct from any sums payable to you any amount that you may owe The BHS at any time.

4 OTHER ACTIVITIES

- 4.1 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 the BHS. Should you consider that there is a risk of conflict of interest then this shall be declared to the Society. Such instances will be assessed on a case by case basis. Failure to declare a conflict of interest which is subsequently found to be material will constitute a breach of this agreement. Please refer to our Conflict of Interest Policy (see website for Policy links) and declare any potential conflicts of interest on the form in Appendix 3.

5 CONFIDENTIAL INFORMATION AND BHS PROPERTY

- 5.1 You shall not use or disclose to any person either during or at any time after your engagement by The BHS any confidential information about the business or affairs of The BHS or any of its members 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 5, **confidential information** means any information or matter which is not in the public domain and which relates to the affairs of The BHS or any of its business contacts.
- 5.2 The restriction in clause 5.1 does not apply to:
 - 5.2.1 Any use or disclosure authorised by The British Horse Society or as required by law;
or

- 5.2.2 Any information which is already in, or comes into, the public domain otherwise than through your unauthorised disclosure
- 5.3 All documents, manuals, hardware and software provided for your use by the British Horse Society, and any data or documents (including copies) produced, maintained or stored on the BHS's computer systems or other electronic equipment (including mobile phones if provided by the BHS), remain the property of the British Horse Society.

6 DATA PROTECTION

- 6.1 You consent to The BHS holding and processing data relating to you for legal, personnel, administrative and management purposes and in particular to the processing of any "special category data" as defined in the Data Protection Act 2018 relating to you including, as appropriate information about your physical or mental health or condition in order to monitor sick leave and take decisions as to your fitness for work.
- 6.2 You consent to The BHS making such information available to those who provide products or services to The BHS (such as advisers), regulatory authorities, governmental or quasi-governmental organisations and potential purchasers of The BHS or any part of its activity.
- 6.3 You consent to The BHS to share your data with other education contractors and centres relating to assessment days. We will only hold your information for as long as necessary and we always keep your personal data secure.
- 6.4 You will comply with the BHS's data protection policies and procedures when processing personal data relating to any employee, worker, member or candidate of the BHS. You are aware that any candidate may make a Subject Access Request and you may be required to submit notes on that candidate to the office. You will also attend update training when required. For more information please visit: bhs.org.uk/privacy or contact the Data Protection Lead by emailing dataprotection@bhs.org.uk.

7 DATA PROCESSOR AGREEMENT

- 7.1 An Education Contractor (as per contractor signatory on this agreement) is a data processor for The BHS.
- 7.2 The types of personal data that an Education Contractor processes on behalf of The BHS are:
- 7.2.1 Name
- 7.2.2 Address

7.2.3 *Email Address*

7.2.4 *Contact phone numbers*

7.2.5 *Age*

7.3 Types of special personal data that an Education Contractor processes on behalf of The BHS are:

7.3.1 Weight

7.3.2 Health Conditions

7.4 The *reason* the Education Contractor processes this data is for:

7.4.1 The delivery of educational instruction and assessment and the appropriate provision of horses.

7.5 Personal data processed by the Education Contractor on behalf of The BHS should only ever be used for the BHS's purposes as specified and authorised in writing by the BHS.

7.6 As an Education Contractor you warrant that:

7.6.1 You will process the personal data in compliance with data protection legislation.

7.6.2 You will maintain a record of your processing activities if you are processing personal data on behalf of the BHS.

7.6.3 You shall not in any manner directly or indirectly divulge, publish, copy, photograph, display, present or otherwise disclose to any other person or organisation any information relating to the BHS, its members, affairs or business without prior agreement in writing of the BHS.

7.6.4 You will destroy or return all data files holding The BHS personal data to The BHS after the required 3 month retention period.

7.6.5 You will take appropriate technical and organisational measures against the unauthorised or unlawful processing of personal data and against the accidental loss or destruction of, or damage to, personal data. This may include pseudonymisation, encryption and regular testing of the effectiveness of any security measures where appropriate.

7.6.6 You shall not transfer the personal data outside the UK without the prior written consent of the BHS.

7.6.7 You shall immediately notify The BHS and provide The BHS with full co-operation if it receives any complaint, notice or communication which relates directly or indirectly to the processing of the personal data or to either party's compliance with the data protection legislation.

7.6.8 You shall notify The BHS immediately in the event of any potential or actual personal data breach.

- 7.6.9 In the event of a data breach, you shall cooperate with The BHS to investigate and remediate the breach, cooperate with any supervisory authorities and law enforcement, and assist with any notifications as required.
- 7.6.10 You will restore to The BHS personal data that you lose, destroy, damage, corrupt or make unusable, at your own expense.
- 7.6.11 You shall ensure that access to the personal data is limited to those education contractors who need access to the personal data to meet their obligations under this Agreement, and in the case of any access by any education contractor, such part or parts of the personal data as is strictly necessary for performance of that contractor's duties.
- 7.6.12 You shall take reasonable steps to ensure the reliability other education contractors who have access to the personal data.
- 7.6.13 You shall notify The BHS within 1 working day when you receive a request from a data subject for access to that person's personal data (a subject access request).
- 7.6.14 You shall provide The BHS with full co-operation and assistance in relation to any request made by a data subject to have access to that person's personal data.
- 7.6.15 You shall not disclose the personal data to any data subject or to a third party other than at the request of The BHS or as provided for in this Agreement.
- 7.6.16 You may only authorise a third party (sub-contractor) to process the personal data subject to the BHS's prior written consent where you have supplied The BHS with full details of such sub-contractor, and provided that the sub-contractor's contract is on terms which are substantially the same as those set out in this Agreement.
- 7.6.17 You shall permit The BHS or its duly authorised representatives to inspect and audit data processing activities under this Agreement.
- 7.6.18 You shall comply with all the BHS's reasonable requests to enable the verification that you are in full compliance with its obligations under this Agreement.
- 7.7 At the request of The BHS the Education Contractor will immediately:
 - 7.7.1 Stop processing all or any personal data processed on behalf of the BHS.
 - 7.7.2 Correct any personal data processed on behalf of the BHS.
 - 7.7.3 Confirm any disclosures made in relation to personal data processed on behalf of The BHS and provide copies.
 - 7.7.4 Assist The BHS in responding to any enquiry by the Information Commissioner's Office.
- 7.8 In the event any termination of this agreement, the Education Contractor shall:
 - 7.8.1 Immediately cease processing the personal data processed on behalf of the BHS.

7.8.2 At no cost to the BHS, promptly destroy or return all copies of the personal data and certify to The BHS that it has done so, unless the Education Contractor is prevented by law or any regulatory authority from destroying or returning all or part of such data, in which case the Education Contractor shall keep such data confidential and shall not process it further.

7.9 In signing this contract, you are confirming that you as a BHS Education Contractor have taken all necessary steps to fully comply with the data protection legislation and understand and accept this agreement.

8 INTELLECTUAL PROPERTY

8.1 You hereby assign to The BHS all existing and future intellectual property rights (including, without limitation, patents, copyright and related rights) and inventions arising from the Services for the BHS. You agree promptly to execute all documents and do all acts as may, in the opinion of the BHS, be necessary to give effect to this clause 8.

8.2 You hereby irrevocably waive all moral rights under the Copyright, Designs and Patents Act 1988 (and all similar rights in other jurisdictions) which you have or will have in any existing or future works specific to the BHS Education Programme.

8.3 You irrevocably appoint The BHS to be your attorney in your name and on your behalf to execute documents, use your name and do all things which are necessary or desirable for The BHS to obtain for itself or its nominee the full benefit of these clauses in Section 8. A certificate in writing, signed by any director or the secretary of the BHS, that any instrument or act falls within the authority conferred by this agreement shall be conclusive evidence that such is the case so far as any third party is concerned.

9 INSURANCE AND LIABILITY

9.1 The BHS holds extensive liability cover relating to its activities, events and programmes and the staff, officials and contractors appointed to provide services relating to those activities, events and programmes. However, you are required to personally hold liability insurance with reputable insurers acceptable to the British Horse Society which will adequately cover you for your responsibilities in respect of the terms of this agreement in delivery of the services. All members of The BHS Accredited Professional Coach Scheme are automatically covered. If you are not an Accredited Professional Coach, please submit evidence of your insurance to the Workforce Programme Leader before the commencement date of this agreement and ensure that updates are provided if your cover expires during the term of this agreement.

10 TERMINATION

- 10.1 Notwithstanding the provisions of clause 1.1, the BHS 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) and may remove you from the BHS's Panel of Education Contractors ("Panel").
- 10.2 Any delay by The BHS in exercising its rights to terminate shall not constitute a waiver of those rights and The BHS reserves the right in its discretion to sanction you as an alternative to terminating your engagement or removing you as an Education Contractor. Sanctions provided could include additional training, support or mentoring, removal as Education Contractor relating to specific qualifications, courses and/or workshops and failure to comply with any such sanctions will result in immediate removal as an Education Contractor.

11 OBLIGATIONS ON TERMINATION

- 11.1 Any British Horse Society property in your possession and any original or copy documents obtained by you in the course of providing the services shall be returned to The society at any time on request and in any event on or before the termination of this agreement. You shall also undertake to irretrievably delete any information relating to the business of The British Horse Society 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 British Horse Society.

12 STATUS

- 12.1 You will be an independent contractor. Nothing in this agreement shall render you an employee, worker, agent or partner of The British Horse Society and you shall not hold yourself out as such. It is entirely at the Society's discretion whether to offer you work and it is under no obligation to provide work to you at any time.
- 12.2 You may be subject to IQA or EQA activity with no notification.
- 12.3 You shall be fully responsible as provided by law for the following:
 - 12.3.1 Taxation whatsoever arising from or made in connection with the performance of the Services, where such recovery is not prohibited by law; and
 - 12.3.2 Any employment-related claim or any claim based on worker status including reasonable costs and expenses brought by you or any substitute against The British Horse Society arising out of or in connection with the provision of the Services.

The British Horse Society may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to you.

13 VARIATION

- 13.1 This agreement may only be varied by a document signed by both you and the British Horse Society.

14 THIRD PARTY RIGHTS

- 14.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement and no person other than you and The British Horse Society shall have any rights under it. The terms of this agreement or any of them may be varied, amended or modified or this agreement may be suspended, cancelled or terminated by agreement in writing between the parties or this agreement may be rescinded (in each case), without the consent of any third party.

15 GOVERNING LAW

- 15.1 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

- 16.1 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).

17 RELEVANT TO TRUSTEES ONLY

- 17.1 By way of confirmation you will withdraw from any discussion of the trustees which has any bearing on the terms of this agreement or the acceptability of the standard of service provided and will not vote on any of the matters set out in this agreement and will not be included when deciding whether a quorum exists at a meeting to discuss them.

Please confirm by clicking the consent box in the digital communication that you acknowledge receipt and agree to the contents of this agreement. By consenting you are also confirming that you have read, understood and will abide by the terms of appointment, regulations and policies set out or referred to in Appendices.