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**DATE**

**(1) NGB NAME**

**(2) CONSULTANT NAME**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**CONSULTANCY AGREEMENT**

**for the provision of services to**

**[NGB Name] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**THIS AGREEMENT** is made on [Date].

**BETWEEN:**

1. **[NGB Name and address]**, and
2. **[Consultant name and address]** (the “***Consultant***”).

**WHEREAS:**

* 1. The Consultant has agreed to provide services to [NGB Name], on and subject to the terms of this Agreement.

**NOW IT IS HEREBY AGREED** as follows:

**1. INTERPRETATION**

1.1 Words and expressions used in this agreement shall have the meanings set out in Schedule 2 unless the context requires otherwise.

## 1.2 The Schedule to this agreement forms part of (and is incorporated into) this agreement.

**2. APPOINTMENT & DURATION**

## 2.1 The Engagement shall commence on [date] and continue until [date] unless terminated in accordance with Clause 8 of this Agreement.

2.2 The Consultant warrants that they are free to enter into this Agreement and that by entering into this Agreement they will not be in breach of any express or implied terms of any contract with, or of any obligation to, any third party.

2.3 The Consultant shall provide the consultancy services under this Agreement as an independent contractor. The Consultant is not, and shall not by virtue of anything in this Agreement be deemed to be, an employee of [NGB Name].

**3. FEE**

3.1 [NGB Name] shall pay the Consultant a fee in respect of the consultancy services provided to [NGB Name] under this Agreement, such fee being [£XXXX] per day, or [£XXXX] per hour, inclusive of travel or any other expenses (unless specifically approved beforehand, in which case appropriate receipts must be provided), for Consultancy Work relating to [details] (inclusive of any applicable VAT) for the duration of the Appointment (the “***Fee***”).

3.2 The Consultant shall submit an invoice in respect of the Fee on a date or dates as agreed with [NGB Name] and, subject to the timely submission of any report or reports required to be submitted by the Consultant pursuant to Clause 4.1(d), such invoices shall be paid in full by [NGB Name] within 30 days of receipt in each case. Payment shall be made by way of a direct bank transfer into the Consultant’s bank account.

## 3.3 [NGB Name] shall be entitled to deduct from the fees (and any other sums) due to the Consultant any sums that the Consultant may owe to [NGB Name] at any time.

3.4 This Agreement is a contract for services and as such:

(a) the Consultant shall be responsible for all taxation and similar liabilities arising from time to time in relation to the Fee;

(b) no deductions will be made from the Fee by [NGB Name] in relation to PAYE or national insurance contributions; and

(c) the Consultant shall at all times hold [NGB Name] harmless and keep [NGB Name] indemnified in full from and against all claims or liabilities arising from time to time in relation to income tax, national insurance contributions, costs, penalties or other charges against [NGB Name] arising from or in relation to the Appointment.

**4. DUTIES OF THE CONSULTANT**

4.1 The Consultant’s duties under this Agreement (the “***Duties***”) shall be as described in Schedule 1 and for the duration of this Agreement, the Consultant shall:

**General**

(a) devote their full time, attention and abilities to [NGB Name] on such days as may be agreed in advance in writing by the Parties from time to time and/or as specified in Schedule 1 (together the “Agreed Days”), which in either event will include principally delivering [type of work] work to [NGB Name] together with all such ancillary duties as may be required of the Consultant by [NGB Name] from time to time;

(b) run a personal computer system, as needed to deliver the work;

(b) carry out the Duties to the best of the Consultant’s ability;

(c) work with [NGB Name] in good faith during the Appointment to review the Consultant’s progress in performing the Duties and to agree changes to the Duties from time to time;

(d) provide such written and oral reports (including progress and/or status reports) as and when required by [NGB Name] in relation to the Duties generally and to make herself available to discuss such reports and progress;

(e) follow all lawful and reasonable directions of [NGB Name] and any other relevant individuals which are within the scope of the Appointment;

(f) keep [NGB Name] promptly and fully informed of matters which appear in the reasonable opinion of the Consultant to be relevant to delivery;

(g) comply with [NGB Name]’s Policies and Procedures;

(h) attend the headquarters of [NGB Name] or such other place as directed from time to time, as reasonably requested;

(i) work with, share information and expertise with and generally assist any Representatives of [NGB Name] or other consultants contracted from time to time by [NGB Name]; and

(j) notify [NGB Name] of any change to any of the Consultant’s personal or bank details.

**World Class Conduct (Standards of Behavior & Attitude)**

4.2 The Consultant recognises that her behavior will reflect on [NGB Name] and sport as a whole. Accordingly, the Consultant agrees to conduct herself in a proper manner at all times. Further, the Consultant agrees that, for the duration of the Appointment, she will:

(a) not at any time make any untrue or misleading statement relating to [NGB Name] or [insert relevant others] nor do any act or thing which causes or might cause [NGB Name] or [insert relevant others] to be brought into disrepute;

(b) project a favourable and positive image of [NGB Name] by adopting high standards of behaviour and sensible and appropriate dress standards when carrying out duties;

(c) behave reasonably and in a manner that shows respect;

(d) refrain from the excessive consumption of alcohol; and

## 4.3 The Consultant also confirms that they shall:

### (a) comply with all applicable laws, regulations and sanctions relating to anti-bribery including but not limited to the Bribery Act 2010 (Relevant Requirements);

### (b) comply with [NGB Name]’s Ethics and Anti-bribery Policies as updated from time to time (Relevant Policies); and

## 4.4 Breach of clauses 4.2 and/or 4.3 shall be deemed a material breach of this agreement.

**Branding, Use of Image & Media Work**

4.5 The Consultant agrees not to make any public statement (whether made as part of a formal interview or not) which is derogatory of [NGB Name], or [insert relevant others], nor to make any public statement which constitutes a ‘personal attack’ upon any sporting competitor.

4.6 The Consultant agrees for the duration of the Appointment not to enter into any agreement with any third party to endorse, promote or advertise the products of that third party which conflict or compete with any products or services of a Commercial Partner.

**5. INSURANCE**

5.1 The Consultant shall ensure that appropriate insurance policies are in place to cover negligence and any other appropriate liability.

**6. CONFIDENTIALITY & DATA PROTECTION**

**Confidentiality**

6.1 The Parties will maintain the Confidential Information as confidential at all times (both during the Appointment and after the termination of this Agreement), and will not at any time (directly or indirectly) use for itself, use to the detriment of the other Party or disclose or permit to be disclosed to any person (except its professional advisers) any Confidential Information except:

1. as required by law;
2. as is already or becomes public knowledge, otherwise than as a result of a breach, by the Party disclosing or using that Confidential Information, of any provision of this Agreement;
3. as authorised in writing by the other Party; or
4. to the extent reasonably required by this Agreement.

**Return of Records**

* 1. When requested by [NGB Name], the Consultant will, as soon as reasonably possible, return all records previously loaned or developed (of whatever type) pertaining to this Consultancy work.

**Data Protection**

6.3 The Consultant acknowledges that all personal information (including “sensitive” personal information relating to race or ethnic origin, physical or mental health, and other matters covered by data protection legislation) provided by her or gathered whilst working with [NGB Name] may be stored electronically or otherwise, and processed for the purposes of and in connection with the Appointment by the Representatives of [NGB Name] and other consultants contracted from time to time by [NGB Name] to assist with or provide services to [NGB Name] in accordance with current data protection legislation, guidelines and practices.

**7. INTELLECTUAL PROPERTY**

7.1 [NGB Name] warrants and the Consultant acknowledges that the Intellectual Property of [NGB Name] and all rights in, attaching to or relating to the contract, its other programmes, events, initiatives and marketing and promotional materials is owned by [NGB Name] and that, throughout the Appointment and thereafter, the Consultant will not make use of such Intellectual Property except where permitted to do so in accordance with his obligations under this Agreement.

7.2 If, at any time during the Appointment, the Consultant develops any new Intellectual Property as a result of the performance of her obligations under this Agreement and/or relating to the contract (the "***Developed IP***"), the Developed IP shall vest in [NGB Name] by way of assignment. The Consultant hereby assigns with full title guarantee all rights, title and interest that she may have in relation to the Developed IP to [NGB Name] absolutely.

## 7.3 The Consultant agrees to indemnify [NGB Name] and keep it indemnified at all times against all or any costs, claims, damages or expenses incurred by [NGB Name], or for which it may become liable, with respect to any intellectual property infringement claim or other claim relating to the Works or Inventions supplied by the Consultant to [NGB Name] during the course of providing the Services. The Consultant shall maintain adequate liability insurance coverage and ensure that [NGB Name]’s interest is noted on the policy, and shall supply a copy of the policy to [NGB Name] on request. [NGB Name] may at its option satisfy this indemnity (in whole or in part) by way of deduction from any payments due to the Consultant.

## 7.4 The Consultant acknowledges that, except as provided by law, no further fees or compensation other than those provided for in this agreement are due or may become due to the Consultant in respect of the performance of her obligations under this clause.

**8. TERMINATION**

## 8.1 Notwithstanding the provisions of clause 2.1 [NGB Name] may terminate the Engagement with immediate effect with no liability to make any further payment to the Consultant (other than in respect of amounts accrued before the Termination Date) if at any time:

(a) if the Consultant has (or where [NGB Name] has reasonable grounds for believing that the Consultant has) committed a serious breach or repeated breaches of any of the Consultant’s obligations under this Agreement;

(b) if [NGB Name] decides at its sole discretion and for whatever reason (including, without limitation, in light of reduced or discontinued funding) to postpone (whether for a fixed period or indefinitely), withdraw or otherwise cancel the contract;

(c) the Consultant is convicted of any criminal offence triable by indictment; or

(d) the Consultant is guilty of gross misconduct or conduct tending to bring herself or [NGB Name] into disrepute.

### (e) the Consultant is in the reasonable opinion of the Board negligent or incompetent in the performance of the Services;

### (f) the Consultant is declared bankrupt or makes any arrangement with or for the benefit of her creditors or has a county court administration order made against her under the County Court Act 1984;

### (g) the Consultant is incapacitated (including by reason of illness or accident) from providing the Services for an aggregate period of 20 working days in any 52-week consecutive period; or

### (h) commits any fraud or dishonesty or acts in any manner which in the opinion of [NGB Name] brings or is likely to bring the Consultant or [NGB Name] into disrepute or is materially adverse to the interests of [NGB Name].

8.2 Without prejudice to Clauses 8.1, [NGB Name]will conduct reviews, as and when appropriate, in which it will take into account (inter alia) the following factors:

(a) continued funding,

(b) satisfactory performance by the Consultant, and

(c) the Consultant’s conformance with reporting requirements, policies and procedures, and reasonable [NGB Name] requests in order to determine whether to continue or terminate the Appointment in light of any such review, subject to [NGB Name] discussing its intentions with the Consultant beforehand and thereafter giving written notice to the Consultant. In such cases the Appointment will terminate one month after the date of the termination notice.

8.3 The Parties agree that the provisions relating to Confidentiality (Clause 6), Intellectual Property (Clause 7) and Non Compete (Clause 9) shall survive any termination of the Appointment under this Clause 8, and such provisions shall remain binding in full force and effect on the Consultant post-termination.

8.4 The Consultant may terminate the contract upon completion of any current work, giving one month’s notice.

8.5 If the Consultant wishes to end the contract with immediate effect whilst work is continuing, then a specific request needs to be made in writing to the National team Manager, stating the exceptional circumstances that form the basis of the request.

# 9 NON COMPETE

# 9.1 During the continuance of this Agreement the Consultant is not required to make her services available exclusively to [NGB Name] but at all times the interests of [NGB Name] shall be protected and confidential data not shared with other parties. The Consultant shall not undertake any engagement or activity which is liable to detract from her ability to render her services hereunder or impair her efficiency to do so or which would conflict with or be detrimental to the interests, activities and operation of [NGB Name].

# 9.2 In the event that any of the restrictive terms in Clauses 9.1 and/or 9.2 is held by a court to be void, rather than strike out the whole Clause there shall be substituted in place of the existing term a new term comprising a lesser term than the existing term but representing the longest term that would be reasonable in the circumstances.

# 10 STATUS

## 10.1 The relationship of the Consultant to [NGB Name] will be that of independent contractor and nothing in this Agreement shall render her an employee, worker, agent or partner of [NGB Name] and the Consultant shall not hold himself out as such.

## 10.2 This Agreement constitutes a contract for the provision of services and not a contract of employment and accordingly the Consultant shall be fully responsible for and shall indemnify [NGB Name] for and in respect of:

### any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance of the Services, where the recovery is not prohibited by law. The Consultant shall further indemnify [NGB Name] against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by [NGB Name] in connection with or in consequence of any such liability, deduction, contribution, assessment or claim;

### any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Consultant or any Substitute against [NGB Name] arising out of or in connection with the provision of the Services.

## 10.3 [NGB Name] may at its option satisfy such indemnity (in whole or in part) by way of deduction from any payments due to the Consultant.

**11. GENERAL**

**11.1 Except with the prior written consent of** [NGB Name]**, the Consultant shall not assign or sub-contract any of her duties or obligations under this Agreement.**

11.2 This Agreement shall be governed by and construed in accordance with the laws of England and the Parties hereby submit for all purposes connected with this Agreement to the non-exclusive jurisdiction of the English courts.

**IN WITNESS WHEREOF** this Agreement has been executed the day and year first above-written.

**........................................................................**Signed by:
for and on behalf of
**[NGB NAME]**

**........................................................................**
Signed by:
**[CONSULTANT NAME]**

**SCHEDULE 1**

**THE SERVICES**

* [add details of work]

**SCHEDULE 2**

**Interpretation**

In this Agreement, the following words and expressions shall have the following meanings:

“***Agreed Days***” has the meaning given to it in Clause 4.1(a);

 “***Appointment***” means the Consultant’s appointment under this Agreement;

“***Commercial Partners***” means those sponsors, licensees, supporters, official suppliers and any other commercial entity providing financial and/or technical support or goods and/or services directly or indirectly to [NGB Name] or the consultant from time to time during the Appointment in consideration of publicity, rights of association or other commercial benefit to them (other than for consideration of payment in full of the retail cash value of the goods or services supplied); an up to date list of the Commercial Partners from time to time will be available on the Website;

“***Consultant Confidential Information***” means all information (not already in the public domain other than as a result of a breach of an obligation of confidentiality) communicated by the Consultant pursuant to the Appointment which is clearly by its nature confidential, including (but not limited to) any personal information or data about the Consultant;

“***Confidential Information***” means [NGB Name]’s Confidential Information and Consultant Confidential Information;

“***Developed IP***” has the meaning given to it in Clause 7.2;

 “***Fee***” has the meaning given to it in Clause 3.1;

 “***Intellectual Property***” means the Trade Marks, other trade marks (including logos and trade dress), domain names, copyright, patents, registered designs, circuit layouts, rights in computer software, databases and lists, rights in inventions, [NGB Name]’s and Consultant Confidential Information, know-how and trade secrets, operating manuals, quality manuals and all other intellectual property, in each case whether registered or unregistered (including applications for the grant of any of the foregoing) and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world, and all rights of action, powers and benefits of the same;

 “***Parties***” means [NGB Name] and the Consultant; and “Party” shall be construed accordingly;

“***Representatives***” means any officers, employees, agents and advisers;

**“[NGB Name]’s *Confidential Information***” means any information or data (not already in the public domain other than as a result of a breach of an obligation of confidentiality):

1. which directly or indirectly relates to financial information, accounts or marketing plans of **[NGB Name],** including information about Commercial Partners and potential future Commercial Partners and general market opportunities for the sport, which have come to the knowledge of the Consultant as a result of the Appointment;
2. relating to the operations, processes, competition and training plans, competition and training tactics and intentions of **[NGB Name]**

(iii) relating directly or indirectly to **[NGB Name]** which is clearly by its nature confidential or which was communicated by **[NGB Name]** to the Consultant on the express or implied condition that it would remain confidential between them;

“**[NGB Name]’s *Policies and Procedures***” means the policies, procedures and support services of **[NGB Name]** (currently in force and as amended from time to time at **[NGB Name]’s** absolute discretion), copies of which are published on SharePoint, including (without limitation) **[NGB Name]’s** Code of Ethics and Conduct and **[NGB Name]’s** Child Protection Policy.

 “***Trade Marks***”means the registered trade marks of [NGB Name]from time to time and those trade marks for which an application for registration is pending in any registry in the world from time to time;

“***VAT***” means value added tax and similar sales or turnover tax;

 “***Website***”means the official website of [NGB Name] from time to time, being currently [NGB website].