



- (2) In accordance with any of the other provisions of this Agreement which entitle the Company to terminate the Agreement.
3. All personal training services must be in accordance of the guidelines in the Swift Trainers Area. Details of such agreements may differ throughout the various Swift UK locations.
4. The Contractor may provide a substitute to carry out the Services, ensuring that the substitute is properly qualified and experienced in the type of work to be performed, and that insurance cover is in place for the person either on his own account or via the Contractor's insurance.
5. Contractor's Obligations.

The Contractor agrees that:

- a. During the performance of the Services for the Company he will not engage in conduct or activities which are or may be detrimental to the interests of the business or reputation of the Company.
- b. Whilst not obliged to accept work when offered, he will be available on such days as the Company requires if he has agreed in advance that he will perform services on those days.
- c. He will not hold himself as having any authority to do or say anything on behalf of the Company without the express agreement in writing of the Company.
- d. He will maintain Public Liability insurance on his own account and will provide a copy of the same to the Company if so requested.
- e. He will not disclose to any third party, whether by himself directly or indirectly, or through any other company, firm or person, or otherwise procure cause or facilitate the disclosure of any confidential information or trade secrets belonging to the Company or any of their customers or clients, which shall include information relating to the business, financial or other affairs of the Company or customers or clients save as required by law.
- f. All information and material whether held on disk, tape or any other medium and all computer discs, correspondence, documents, memos and all other records obtained or used by the Contractor during his engagement or connected thereto or prepared by the Contractor for the purposes of carrying out the services under the terms of the Agreement shall be and remain the property of the Company. Upon lapse, expiry or termination of this Agreement the Contractor will forthwith deliver up all material, as aforesaid to the Company.
- g. He will provide such certificates or other evidence of qualifications as requested by the Company in order to show that he is qualified to undertake the tasks for which he is engaged and/or that he complies with all statutory requirements.



- h. He will be responsible for the payment of tax and national insurance contributions which may be payable and he will indemnify the Company in respect of all and any income taxes or other payments which may be found due from the Company in respect of such taxes or insurance. The Contractor will register for VAT where applicable and will pay all such sums as may be due and shall indemnify the Company against any claims.
 - i. He will take all reasonable steps necessary to safeguard the health and safety of clients and personnel of the Company and any others who may be affected by his execution of the Services.
 - j. He will carry out performance of the Services in accordance with the conditions set out at Schedule 1 below.
 - k. He will make payment to the Company as detailed in clause 3 above on a monthly basis within 7 days of the end of each month, and provide documentary evidence of all Company clients trained and income received.
6. The Contractor warrants and represents to the Company that he is an independent contractor, operating in business on his own behalf.
7. The Agreement will terminate automatically if the reason is the Contractor's death, disability, insolvency or any reason that is, in the opinion of the Company, incompatible with this Agreement remaining in force.
8. The Company may terminate this Agreement forthwith in writing without notice or payment of any compensation or other monies if the Contractor:
 - (1) fails to carry out the Services to the reasonable satisfaction of a client or the Company; or
 - (2) fails to act in good faith with regard to the performance of the Services for the Company, or
 - (3) fails, refuses or otherwise proves incapable of providing the Services agreed in this Agreement after having been given notice by the Company that his services are required; or
 - (4) is guilty of any conduct which brings or may bring the Company or Contractor into disrepute; or
 - (5) materially breaches of any of the terms of this Agreement, or
 - (6) is made bankrupt or insolvent; or
 - (7) solicits or attempts to solicit clients of the Company in order to supply his own services in competition with the Company; or
 - (8) fails to make payment to the Company when due as set out in clause 3 above. Should the Contractor fail to make such payments as are due to the Company the



Company reserves the right to both terminate the Agreement without notice and to seek recovery of such payments from the Contractor plus interest at 8%.

9. The Contractor will be exclusively liable for all loss, damage, cost, expense or injury caused by his negligence acts or omissions or neglect, or for the negligence of any parties engaged by the Contractor during the performance of this contract. The Contractor will indemnify and save harmless the Company against any claims, loss, damage, cost, expense, demand or proceeding whatsoever incurred by the Company arising out of or in connection with the execution of, or failure to execute the Services, and/or any failure to make payments due to the Company.
10. The Contractor further agrees to indemnify the Company in respect of any claims made against the Company arising out of work performed by the Contractor or a party on behalf of the Contractor. The Contractor will provide the Company with copies of all Policies and other documentation upon request. This Agreement may be terminated forthwith without notice if the Contractor does not have such cover or it lapses at any time.
11. Restriction.

Whilst the Contractor is fully entitled to service other clients and contracts whilst performing the Services for the Company and after, it shall not, at any time whilst performing the Services to the Company, or for a period of twelve months having ceased performing Services for the Company, supply its Services, or any other services which are in direct competition with that of the Company, directly or indirectly under any arrangement whatsoever, (including reintroduction by or through another company) to **any** client of the Company for whom it has carried out the Services via the Company during the previous six months or to whom it or they have been introduced via the Company during the previous six months.
12. This Agreement may not be assigned by the Contractor, nor may any of his duties, rights or liabilities be assigned or transferred without the prior written consent of the Company, except in accordance with Clause 4 above.
13. The terms herein contain the entire agreement between the parties and may not be changed, varied or substituted by any oral agreement but only by the written agreement of the parties.
14. The Agreement is covered by the laws of England and Wales and the parties submit to the jurisdiction of the English Courts.
15. No third party may acquire rights under this Agreement whether under the Contracts (Rights of Third Parties) Act 1999 or in any other way.



SIGNED [.....] (Contractor/Personal Trainer)

FOR THE COMPANY [.....]

POSITION [.....]

SCHEDULE 1

1. The Contractor will be expected to have attained a Personal Training Diploma at the level of REPS Level 3.
2. Any emailed correspondence regarding the Services which the Contractor has with a client must be copied to the Company.
3. The Contractor must carry a first aid kit at all times when carrying out the Services.
4. If the Contractor has agreed to perform Services on an agreed date and time and is subsequently unable to meet this commitment, he must give at least 4 weeks' notice to the Company.
5. If the Contractor fails to turn up when a session has been booked with a client without providing notice to the Company, except in a case of genuine emergency, the Company reserves the right to deduct the income lost as a result from any monies owed to the Contractor for Services performed that month.
6. The Contractor must ensure that when carrying out the Services on a group basis clients must sign a 'sign in' sheet at the beginning of the session.
7. The Contractor must dress appropriately at all times when carrying out the Services and must wear a Company provided T shirt.
8. All initial client enquiries will be handled by the Company and these will be passed on to the Contractor as appropriate in order that sessions may be booked with the client.