
SUBCONTRACTOR AGREEMENT

Berkshire Dance Academy

Version 2.5

Date of Issue: September 2025

Next Review: September 2026

THIS AGREEMENT

This Agreement is made between:

Berkshire Dance Academy ("the School")

and

All members of Berkshire Dance Academy Staff and Volunteers

1. STATUS OF CONTRACTOR

1.1 The Contractor is engaged as a self-employed independent contractor.

1.2 Nothing in this Agreement shall render the Contractor an employee, worker, partner, or agent of the School.

1.3 The Contractor is responsible for their own income tax, National Insurance contributions, pension arrangements and any other statutory obligations.

2. COMPLIANCE & PROFESSIONAL REQUIREMENTS

The Contractor confirms that they shall at all times:

- Be registered as self-employed with HMRC.
- Hold valid public liability and professional indemnity insurance.
- Hold an enhanced DBS certificate (and update where required).
- Hold Level 2 Safeguarding certification (minimum).
- Hold up-to-date Paediatric First Aid certification.
- Provide proof of identity and right to work in the UK.

Failure to maintain these requirements may result in immediate suspension or termination.

3. ENGAGEMENT & WORKING ARRANGEMENTS

3.1 Timetables will be agreed between the School and the Contractor.

3.2 Private lessons, extra classes, holiday camps and cover sessions must be arranged through Berkshire Dance Academy unless otherwise agreed.

3.3 Contractors are responsible for maintaining accurate timesheets and invoicing the School monthly or per half term as agreed.

3.4 Invoices must be accurate and submitted on time.

4. PROFESSIONAL STANDARDS

The Contractor agrees to:

- Act with honesty, integrity and professionalism.
 - Maintain punctuality and proper preparation.
 - Avoid conflicts of interest.
 - Not promote external services in a way that undermines the School.
 - Dress appropriately for teaching.
 - Maintain confidentiality at all times.
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5. SAFEGUARDING & CHILD PROTECTION

5.1 The welfare of children is paramount.

5.2 The Contractor must adhere to the School's safeguarding policies.

5.3 Safeguarding concerns must be reported immediately to the Designated Safeguarding Leads.

5.4 Any physical contact must be appropriate, necessary and in line with safeguarding best practice.

5.5 Photography or video of students must only occur with proper parental consent and in line with School policy.

Pre-Existing Relationships

Any personal or family relationships with students must be disclosed confidentially to management. Professional boundaries must always be maintained.

6. HEALTH & SAFETY

The Contractor agrees to:

- Comply with all health & safety policies.
 - Conduct visual checks of teaching spaces before classes.
 - Ensure safe warm-ups and cool-downs.
 - Record accidents in the accident book.
 - Report serious incidents immediately.
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7. DATA PROTECTION & CONFIDENTIALITY

7.1 The Contractor must comply with UK GDPR and the Data Protection Act 2018.

7.2 Personal data must only be accessed where necessary and stored securely.

7.3 Confidential information including student details, financial data, and business operations must not be disclosed.

7.4 These obligations continue after termination.

8. NON-SOLICITATION OF STUDENTS

8.1 During the term of this Agreement and following termination, the Contractor shall not:

- Directly or indirectly solicit or entice away any student or parent of the School.
- Use School contact details for personal business.
- Encourage students to leave the School.

8.2 The Contractor shall not establish or promote any competing class, programme or service aimed at current students.

9. NON-COMPETITION

9.1 During the term of this Agreement, the Contractor shall not:

- Establish or operate regular competing dance classes within the area or using Berkshire dance academy students
 - Offer classes under your own name using Berkshire dance academy dancers without consent. If you are training Berkshire Dance Academy dancers, please ask to do this under Berkshire dance academy.
 - Use contact information you have gained from teaching for Berkshire dance academy students under your own business in breach with GDPR.
 - If working under your own business then any social media posts, websites, promotional materials or marketing content featuring students who train at the School must accurately state that the students are **Berkshire Dance Academy dancers**; Not imply that such students are enrolled in or represent another dance school operated by the Contractor and not promote the Contractor's personal business in a way that creates confusion regarding the students' primary training provider.
 - Berkshire Dance Academy dancers can take part in workshops and one off performances under staffs personal businesses but must not run conflicting regular classes.
 - You must not do private lessons for Berkshire Dance academy dancers directly through your own businesses unless prior permission has been obtained. Please do not advertise private lessons to Berkshire dance academy privates. Berkshire Dance academy is open to you running private lessons as often as you would like but this must be through "BDA"
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10. INTELLECTUAL PROPERTY

10.1 All choreography, lesson plans, branding, marketing materials and systems created for or provided by the School remain the property of Berkshire Dance Academy.

10.2 The Contractor shall not:

- Replicate School choreography commercially.
 - Teach School routines under another business.
 - Use School branding without written consent.
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11. EXTERNAL WORK

11.1 The Contractor can continue to undertake freelance work provided it:

- Does not conflict with School commitments.
- Does not breach confidentiality.
- Does not use Berkshire dance academy students without permission
- Does not directly compete with the School.

11.2 One-off workshops are permitted.

12. COMPLAINTS & DISCIPLINARY PROCESS

12.1 Complaints will be handled under the School's procedures.

12.2 The Contractor has the right to respond to allegations.

12.3 The School may implement performance improvement measures where necessary.

13. TERMINATION

13.1 Either party may terminate this Agreement by providing [4 weeks] written notice.

13.2 The School may terminate immediately in cases of gross misconduct, safeguarding

breach, or serious contractual breach.

13.3 Upon termination, the Contractor must return all School property.

14. BREACH

Breach of non-solicitation, confidentiality, intellectual property or competition clauses may result in:

- Immediate termination
 - Injunctive relief
 - Legal action for damages
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15. GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of England and Wales.
