



RYA General Programmes

Standard Terms and Conditions of Engagement of Contractors

1. RYA POLICIES

- 1.1 It is a condition of the engagement that the Contractor, being either a self-employed sole trader or an individual providing their services through a limited company, should observe and comply with the RYA's policies and procedures which are applicable to the Contractor and notified to the Contractor from time to time.
- 1.2 The Contractor agrees that the Services shall only be performed by someone holding the appropriate qualifications and familiar with the relevant RYA guidelines (if applicable).
- 1.3 The RYA's policies and procedures, including these Standard Terms and Conditions of Engagement, and the policies and procedures for implementation of the Programme are subject to change from time to time, including variations required to comply with Sport Councils' directions on the application of National Lottery and Government funds or of any other relevant funding body.
- 1.4 The RYA reserves the right to amend, supplement and/or discontinue at its absolute discretion, for whatever reason, any or all of its policies and procedures.

2. PROVISION OF SERVICES

- 2.1 The Contractor agrees to provide the services (the "Services") with reference to the relevant RYA programme (the "Programme") set out or referred to in the Letter of Engagement and any subsequent assignment, schedule or statement of work.
- 2.2 The Contractor will have discretion to determine how the Services are performed within the parameters set out in the Letter of Engagement and any applicable policy.
- 2.3 Unless specified to the contrary in the Letter of Engagement, the Contractor shall not be prevented from providing services to other entities, provided the provision of such services shall not adversely affect the Contractor's performance of the Services to the RYA.
- 2.4 Nothing in these Terms and Conditions shall prevent the RYA from engaging an alternative contractor to provide services of the same or similar nature.
- 2.5 The Contractor is an independent contractor providing their services as a self-employed sole trader or a limited company under a contract for services. It is not intended that this is an employment relationship and as such the Contractor will not receive any holiday pay, sick pay or any other entitlement that an employee would expect to receive.
- 2.6 The RYA is under no obligation to offer work to the Contractor and the Contractor is under no obligation to accept any work that may be offered. Neither party wishes to create or imply any mutuality of obligation between themselves either in the course of or between any

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performance of the Services. The RYA is not obliged to pay the Contractor at any time when no work is available during the term of this Agreement.

3. TERM AND DAYS REQUIRED

- 3.1 The time period for the provision of Services is set out in the Letter of Engagement. For certain services, the actual dates for the provision of Services shall be mutually agreed between the Engagement Manager specified in the Letter of Engagement and the Contractor, acting reasonably.
- 3.2 The Contractor may determine where the Services are to be performed unless the Services have to be provided at a specific venue and / or are task related, which shall be specified in the Letter of Engagement.
- 3.3 The Contractor must notify the Engagement Manager if for any reason the Service or any aspect of the Service cannot be performed. No fee shall be payable in respect of any period during which the Contractor or an approved substitute (see Clause 3.4 below) is unable to provide the Services.
- 3.4 The Contractor may appoint a suitably qualified and skilled substitute to perform the Services instead of the Contractor from time to time. In the event of such substitution the RYA shall be provided with such evidence as it may request to demonstrate that the Service will be performed by an individual of equivalent experience or qualification to the anticipated provider. Where there is a business or performance reason for it to do so, the RYA shall be entitled to refuse a substitute of less experience or qualification than the anticipated provider. If the substitute is approved the Contractor shall invoice the RYA in accordance with the normal fee arrangements and shall be responsible for the remuneration of the substitute.
- 3.5 The Contractor may, subject to any reasonable conditions imposed by the Engagement Manager, appoint a suitably qualified and skilled third party to work alongside the Contractor to deliver specialised training or technical work, or such other work as the Contractor may reasonably consider necessary to achieve the goals of the Programme. The Contractor shall agree the remuneration and terms of any contract involving such third party.

4. FEES

- 4.1 The fees for the provision of the Services, shall be as set out in the Letter of Engagement.
- 4.2 Invoices for Services and approved expenses shall be submitted monthly by invoice. Fees will normally be reimbursed by BACS transfer within 21 days of the invoice being received by the RYA less any Administrative Sanction (as referred to in Clause 4.5).
- 4.3 The Contractor will need to provide the RYA with relevant bank account details and to notify the RYA of any changes to these details promptly and in writing.
- 4.4 Payments to the Contractor may be withheld or declined if the Engagement Manager receives adverse reports relating to the Contractor, or if a milestone set out in the Letter of Engagement is not met.
- 4.5 The RYA reserves the right to apply an administrative sanction if failure by the Contractor to fulfil the Services with due care and attention or breach by the Contractor of Clause 8.1.2 results in the RYA incurring unnecessary costs, expenditure, or administrative effort. The administrative sanction shall be either a temporary or permanent withholding of Fees in an amount commensurate and in proportion to the costs incurred by the RYA as a result of such failure by the Contractor. An administrative sanction shall not be applied by the RYA

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without written notice to the Contractor of the failure in question and reasonable opportunity to remedy the failure.

- 4.6 In the event that the Engagement Manager elects to withhold or decline payment in accordance with clause 4.4, or an administrative sanction is applied in accordance with clause 4.5 the Contractor shall be entitled to discuss the matter with the relevant RYA Departmental Manager, or in the event that the Engagement Manager is a Departmental Manager, the RYA CEO.

5. TRAVEL, ACCOMMODATION, EXPENSES

- 5.1 Unless included within the fee set out in the Letter of Engagement, the RYA will reimburse expenses in accordance with the relevant Programme expenses policy as advised by the Engagement Manager from time to time. The RYA requires that such expenses are approved in advance, unless agreed otherwise and may require proof of expenditure.
- 5.2 The Contractor does not have authority and shall not hold herself/himself/itself out as having authority to bind the RYA or to commit the RYA to expenditure.
- 5.3 Where relevant, the Contractor, or contractor's personnel shall stay in designated RYA organised accommodation unless alternative arrangements have been agreed with the Engagement Manager.

6. INSURANCE AND OWN VEHICLES

- 6.1 It is the expectation of the parties that the Contractor or Contractor's personnel shall have appropriate insurance to cover the Services provided.
- 6.2 The RYA has a policy of insurance to provide an indemnity to its officers, staff, and contractors in respect of legal liability to any party in respect of death, personal injury or damage to property arising from the negligence of such officers, staff and contractors whilst engaged in RYA activities. This policy is subject to terms and conditions, including exemptions from liability, and the RYA cannot give any guarantee or assurance that every matter giving rise to a claim against the Contractor in relation to his or her engagement will be indemnified under the policy.
- 6.3 The RYA policy of insurance does not include own vehicle insurance. Contractors or Contractor's personnel using their own vehicle whilst performing services for the RYA shall ensure that they hold a current and valid driving licence and hold appropriate insurance which includes use of the vehicle for business use.
- 6.4 Notwithstanding Clause 6.2 any individual who is required to perform coaching activities as part of the Services set out in the Letter of Engagement and who does not hold a recognised and valid Coaching Qualification (whether an RYA Qualification or the equivalent from their own country) is required to make his/her own insurance arrangements at his/her own cost and is required to provide to the RYA such evidence of the said cover as the RYA may reasonably require.

7. ANTI-DOPING

- 7.1 Where relevant to the Services the Contractor shall ensure that they, or their personnel delivering the Services are familiar with all applicable provisions of the RYA, World Sailing and UK Sport's doping control rules and procedures and the World Anti-Doping Code (the "Anti-Doping Rules").

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- 7.2 The Contractor shall always give support to drug-free and ethical practices and participate in any educational programmes in relation to doping control and related matters as reasonably required by the RYA.
- 7.3 The Contractor shall immediately inform the Engagement Manager of any suspicion, rumour, or knowledge of any actual or possible breach of the Anti-Doping Rules by a participant in any competition to which the Anti-Doping Rules apply.

8. CONDUCT

- 8.1 The Contractor will, or will ensure that its personnel:
- 8.1.1 provide the Services with reasonable skill and care in accordance with the Letter of Engagement, these Standard Terms and Conditions of Engagement and any other specification of the Services agreed between the RYA and the Contractor;
 - 8.1.2 conduct himself/herself in a proper manner at all times while participating in: Programme activities; and any activities which might reasonably have a bearing on Programme activities including social media activities.
 - 8.1.3 give due care and respect to RYA equipment and property;
 - 8.1.4 not at any time make any untrue or misleading statement relating to the RYA, the Programme or the Sports Councils, nor do any act or thing which causes or might cause the RYA, the Programme or the Sports Councils to be brought into disrepute;
 - 8.1.5 not make any public statement (whether made as part of a formal interview or not) which is derogatory of: the RYA; the Sports Councils; any relevant funding body; or the Programme nor make any public statement which constitutes a 'personal attack' upon any participant in the Programme. Fair comment upon a participant made without the use of offensive language where the substance of the comment is known (or can be shown) to be true will not constitute a 'personal attack' for the purpose of these Standard Terms and Conditions of Engagement;
 - 8.1.6 project a favourable and positive image of the sport of boating by adopting high standards of behaviour and sensible and appropriate dress standards when carrying out duties in relation to the Programme;
 - 8.1.7 behave reasonably and in a manner that shows respect for participants staff and volunteers on the Programme;
 - 8.1.8 refrain from the excessive consumption of alcohol.
- 8.2 The Contractor will and will ensure its personnel retain all necessary qualifications for the delivers of the Services and shall be responsible for any costs incurred in obtaining or maintain any such qualifications.

9. CONFIDENTIAL INFORMATION

- 9.1 The Contractor shall maintain the Confidential Information as confidential at all times (both during the engagement and after the termination of the engagement), and will not at any time (directly or indirectly), use or disclose or permit to be disclosed to any person (except its professional advisers) any Confidential Information except:
- 9.1.1 where required by law;

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- 9.1.2 as is already or becomes public knowledge, (otherwise than as a result of a breach by him/her of any provision of these Standard Terms and Condition of Engagement);
 - 9.1.3 as authorised in writing by the other Party; or
 - 9.1.4 to the extent reasonably required by these Standard Terms and Conditions of Engagement.
- 9.2 As and when requested by the RYA in writing, the Contractor shall return to the RYA all records previously exchanged (of whatever type) containing any Confidential Information which is then in his/her possession or under his/her control.
- 9.3 For the purposes of this Clause 9 “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):
- 9.3.1 which directly or indirectly relates to any individual participating in a Programme, financial information, accounts, or marketing plans, including information about any Programme sponsors and potential future Programme sponsors which has come to the Contractors knowledge as a result of engagement on the Programme;
 - 9.3.2 relating directly or indirectly to the RYA and/or the Programme which is clearly by its nature confidential or which was communicated by the RYA to the Contractor on the direct or indirect condition that it would remain confidential.

10. DATA PROCESSING

- 10.1 The Contractor acknowledges that the RYA is a data controller for the purposes of data protection legislation and the Contractor is a data processor and that the transfer of any data relating to individuals (Personal Data) to the Contractor in connection with the Programme (Programme Personal Data) will be subject to data protection legislation.
- 10.2 During the term of the Programme, the Contractor undertakes:
- 10.2.1 To process the Programme Personal Data strictly in accordance with the RYA’s written instructions from time to time and in accordance with data protection legislation.
 - 10.2.2 To have in place appropriate technical and organisational measures to ensure appropriate security of any Programme Personal Data.
 - 10.2.3 To notify the RYA immediately of any loss or unauthorised use of Programme Personal Data.
 - 10.2.4 To maintain records of all activities carried out by it in respect of the Programme Personal Data.
 - 10.2.5 Not to disclose or allow access to the Programme Personal Data to any third party other than at the specific request of the RYA.
 - 10.2.6 Not to engage any sub processors or sub-contractors without written approval of the RYA.
 - 10.2.7 To assist the RYA with any requests in relation to the Programme Personal Data as may be received from data subjects and to notify the RYA if it receives any requests from data subjects.

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- 10.2.8 To provide such information as may be necessary to satisfy the RYA that it is itself complying with data protection legislation.
- 10.2.9 To provide the RYA with such assistance as the RYA requires in relation to carrying out its obligations as a data controller under data protection legislation.
- 10.2.10 To comply with instructions issued by the RYA regarding the use, processing, return or deletion of Programme Personal Data.
- 10.2.11 To indemnify and keep indemnified the RYA on demand against any losses, costs or other sums arising as a result of a breach this Clause 10.
- 10.3 On expiry or termination of the engagement, the Contractor will immediately cease using the Personal Data and will, at the RYA's request either return such Programme Personal Data or delete or destroy such Programme Personal Data.
- 10.4 In the event that the Contractor is obliged to retain any Programme Personal Data to comply with any legal obligations by virtue of itself being a data controller under data protection legislation, the Contractor may retain only such Programme Personal Data as is necessary to comply with such legal obligations.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1 The Contractor acknowledges that the Intellectual Property and all rights in, attaching to or relating to the Programme, its events, initiatives, marketing, and promotional materials are either owned by RYA or that the RYA is a lawful user. The Contractor agrees not make use of such Intellectual Property, except as required to provide the Services. To avoid doubt, this clause does not mean that the RYA have any ownership rights in any Intellectual Property in any image of the Contractor or Contractor's personnel.
- 11.2 If, at any time during the term of the engagement the Contractor develops any new technology, trademark, process, image, or knowhow and the same is discovered or developed substantially as a result of the performance of the Contractor's engagement on the Programme (the "Developed IP"), the Developed IP shall transfer to the RYA unless otherwise agreed in writing between the RYA and the Contractor. The Contractor will enter into and complete documents that the RYA reasonably require to confirm its ownership in the Developed IP.
- 11.3 For the purpose of this Clause 11 "Intellectual Property" means the trade marks (including logos and trade dress), domain names, copyright, patents, registered designs, rights in computer software, training calculators, databases and lists, rights in inventions, the 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.

12. BRANDING AND SPONSORSHIPS

- 12.1 If requested, the Contractor agrees to wear or require its personnel to wear any designated Programme clothing and use designated Programme equipment as notified by the RYA whilst carrying out the Services.
- 12.2 The Contractor acknowledges that Programme clothing and equipment supplied by the RYA is owned by and remains the property of the RYA and unless otherwise agreed by the RYA, the Contractor shall promptly return to the RYA all equipment and clothing either upon the termination of the Services or earlier at the RYA's request.

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- 12.3 The Contractor agrees, and shall ensure its personnel agree, not to damage, alter or amend the Programme clothing or equipment and not to conceal or interfere with any supplier/sponsor logo or advertising material that has been applied to it
- 12.4 The Contractor agrees and shall ensure its personnel agree, not to display tattoos that may cause offence whilst carrying out the Services.

13. PERSONAL DATA

- 13.1 The Contractor acknowledges that the RYA will be a controller in respect of personal data provided to it by the Contractor in connection with this engagement.
- 13.2 By agreeing to provide the Services, the Contractor recognises that the RYA will collect, store, and use the personal information provided by the Contractor on any application form or letter of engagement. The RYA may ask for or collect additional personal information during the course of the Contractor's engagement, which shall be used in accordance with this clause 13.
- 13.3 Personal information provided by the Contractor will be used for the purpose of facilitating the provision of Services requested. The legal basis for processing such personal information shall be contract.
- 13.4 Personal information relating to the Contractor or Contractors personnel will be stored on the RYA's electronic filing system, located in the United Kingdom. The Contractor will be provided with additional information in the event that its personal data is transferred outside of the EU.
- 13.5 Personal information may be shared with statutory or regulatory authorities, third party suppliers to the RYA, Programme funding bodies, and with third parties in order for the Services to be delivered. The RYA will only share such personal information as is strictly required for the specific purpose and will request that recipients only use such personal information for the purpose disclosed.
- 13.6 Personal information will be kept until the Services have been completed or for as long as necessary to comply with the RYA's legal obligations arising from the engagement of the Contractor.
- 13.7 The Contractor, or the Contractors personnel may request that the RYA:
- 13.7.1 provide access to their personal information;
 - 13.7.2 updates or corrects their personal information; or
 - 13.7.3 deletes their Personal information where that is possible.
- 13.8 The RYA's obligations under these Terms and Conditions are independent of any obligations it may have in respect of the personal information relating to the Contractor or contractor's personnel held by it in respect of any other relationship with such individual, for instance as a member of the RYA.
- 13.9 The Contractor acknowledges that the Services may include being filmed and recorded whilst carrying out any activity in relation to the Programme or otherwise in the performance of the Services and agrees that these films and all rights therein will be the property of the RYA and may be used by the RYA any funding body or Programme sponsors for the promotion of the Programme and recreational boating and may also be distributed to media throughout the world for the full term of copyright.

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14. TERMINATION

- 14.1 Unless terminated earlier, the engagement shall automatically terminate on the earlier of A) the date set out in the Letter of Engagement, or B) completion of the Services.
- 14.2 The RYA and the Contractor will meet at such frequency as specified in the Letter of Engagement to discuss the delivery of the Services
- 14.3 Either party may terminate the engagement by giving notice as specified in the Letter of Engagement.
- 14.4 The RYA may at any time give the Contractor written notice to terminate the engagement with immediate effect in anyone (or more) of the following circumstances:
- 14.4.1 significant and/or persistent failure to deliver the Services or any part of the Services as requested in the Letter of Engagement;
- 14.4.2 if the Contractor, or Contractor's personnel has (or where the RYA has reasonable grounds for believing the same) committed a serious breach or repeated breaches of any obligations under these Standard Terms and Conditions of Engagement;
- 14.4.3 if the RYA decides at its sole discretion and for whatever reason that the services of the Contractor are no longer required as a result of termination of the project or Program for which Services had been requested;
- 14.4.4 if the Contractor is convicted of any criminal offence triable by indictment, fails to hold any qualification required, or enters any form of insolvency process;
- 14.4.5 if the Contractor, or Contractor's personnel are guilty of conduct tending to bring the RYA into disrepute.
- 14.5 Upon termination of the engagement, the RYA will pay any legitimate fees and expenses due as at the date of termination.
- 14.6 The Contractor agrees that any provisions in these Standard Terms and Conditions of Engagement which are clearly intended by their nature and effect to survive termination including without limitation: Confidentiality, and Intellectual Property shall so survive, and such provisions shall remain binding in full force and effect on the Contractor post-termination.

15. LIABILITY AND INDEMNITY

- 15.1 Except in respect of death or bodily injury, the RYA, its servants and agents shall not at any time be liable to the Contractor in relation to any matter howsoever and whensoever arising in connection with the management and/or implementation of the Programme, save where the RYA has been negligent or involved in wilful conduct and such negligence or conduct has resulted in a claim against the Contractor.
- 15.2 The Contractor will be responsible for:
- 15.2.1 all taxation and similar liabilities arising in relation to the fees payable to them. The Contractor undertakes to indemnify the RYA in full against all claims or liabilities in relation to income tax, national insurance contributions, costs, penalties, or other charges against the RYA which arise from or relate to the provision of Services to the RYA;

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15.2.2 any claim made by the Contractor personnel under any employment-related legislation including if the Contractor personnel claims to be an employee, a worker or an agency worker.

16. CORPORATE CONTRACTORS AND IR35

16.1 If a Contractor is a limited company or a personal services company, the provisions of this clause 16 shall apply.

16.1.1 The Contractor warrants that they will comply with the legislation in Chapter 10 Part 2 ITEPA 2003 specifically, section 61U – Information to be provided by the worker.

16.1.2 In the event that the information in s.61U of Chapter 10 Part 2 ITEPA 2003 is not provided, the Contractor acknowledges and agrees that the RYA may be obliged to make the deemed direct payment and the appropriate deductions for tax and national insurance.

16.1.3 If in making the determination for the Status Determination Statement (SDS) the RYA requires information from the Contractor, the Contractor warrants that it will provide true and accurate information within 7 days of receiving the request. If the information provided is deemed to be fraudulent, the Contractor will become liable for any deductions as the deemed employer.

16.1.4 In the event that the RYA makes a determination that the legislation in this clause 16 applies ('inside IR35'), the Contractor acknowledges and agrees that the RYA is obliged to make the deemed direct payment and the appropriate deductions for tax and national insurance.

16.1.5 Where the off-payroll legislation does not apply and/or Chapter 8 ITEPA 2003 (IR35) does apply, the Contractor warrants that they will take reasonable care to assess their employment status and provide a determination with reasoning to the RYA before the contract begins.

16.1.6 Where the Contractor is deemed to be an employee or is an umbrella company worker the individual confirms that by providing the Services requested in the Letter of Engagement they voluntarily agree to opt-out from the relevant provisions of the Working Time Regulations currently in force and thereby agree to work more than the average 48 hours per week maximum where necessary. In the event that the individual wishes to cancel the opt-out at any time, they agree to give the RYA 1 (one) months' notice in writing to do so.

17. GENERAL

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- 17.1 By signing the Letter of Engagement, it is deemed that both the contractor and RYA have read and understood the RYA General Contractor Terms and Conditions and that both parties agree to be bound by them in their entirety. In the event that the Letter of Engagement is not signed by one or either party both parties will be bound by the RYA General Contractor Terms and Conditions if acceptance of can be inferred by conduct.
- 17.2 The parties agree that any variations or amendments to the Letter of Engagement or terms relating to the provision of the Services shall be agreed in writing between the parties.
- 17.3 The failure to exercise or enforce any right conferred by these terms does not constitute a waiver of that right nor does it operate to bar the exercise or enforcement of that right at a future date.
- 17.4 If any term or condition of this Contract should be held by a court to be wholly or partially invalid, void or unenforceable for any reason that part of the Contract shall not serve to affect any other provisions in the Contract and all provisions not affected shall remain effective and in full force.
- 17.5 The Contractor's engagement, the Letter of Engagement and these Standard Terms and Conditions of Engagement shall be governed by and construed in accordance with the laws of England and the Parties hereby submit for all purposes connected with this engagement to the exclusive jurisdiction of the English courts.

END

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