

Vertex Health Advisory Ltd



Associate Contractors Agreement

1. Definitions and Interpretation

1.1 Definitions

For the purposes of this Agreement, unless the context otherwise requires, the following definitions shall apply:

Agreement means this Associate Contractor Agreement together with any schedules, appendices or documents expressly incorporated by reference.

Associate means the self-employed individual engaged by Vertex Health Advisory Ltd to provide Services under this Agreement.

Client means any individual, organisation, company, public body, NHS Trust, educational institution or other entity engaging Vertex Health Advisory Ltd to provide Services.

Company means Vertex Health Advisory Ltd, a company registered in England and Wales. Throughout this Agreement, the terms "the Company", "the Organisation", "Vertex Health Advisory Ltd", "Vertex" and "VHA Ltd" shall be used interchangeably and shall each refer to Vertex Health Advisory Ltd.

Confidential Information means any information, whether written, verbal, electronic or otherwise, relating to the Company, its Clients, Delegates, Associates, business operations, pricing, commercial arrangements, educational resources, course content, intellectual property, marketing strategies, financial information or any other information reasonably considered confidential.

Course means any educational programme, training course, workshop, seminar, webinar, simulation exercise, consultancy activity, assessment, coaching session, mentoring activity or Continuing Professional Development (CPD) event delivered by or on behalf of Vertex Health Advisory Ltd.

Course Materials means all presentations, slide decks, manuals, workbooks, assessment papers, examination materials, lesson plans, simulation scenarios, videos, audio recordings, handouts, graphics, digital content, online learning resources, policies, templates and any other educational material owned, licensed or produced by Vertex Health Advisory Ltd.

Delegate means any individual attending or participating in a Course or Service delivered by or on behalf of Vertex Health Advisory Ltd.

Intellectual Property means all copyright, trademarks, trade names, logos, designs, databases, educational content, course materials, teaching resources, software, documents, processes, methodologies, recordings, websites, branding and any other intellectual property rights, whether registered or unregistered, owned or licensed by Vertex Health Advisory Ltd.

Services means any teaching, education, training, consultancy, simulation, assessment, mentoring, advisory, curriculum development or related professional services provided by the Associate on behalf of Vertex Health Advisory Ltd.

Venue means any location, whether physical or virtual, at which the Services are delivered.

Working Day means any day other than a Saturday, Sunday or public holiday in England.

1.2 Interpretation

Unless the context otherwise requires:

- a) Words importing the singular include the plural and vice versa.
- b) References to one gender include all genders.
- c) References to legislation include any amendments, extensions or replacements of that legislation.
- d) Headings are included for convenience only and shall not affect the interpretation of this Agreement.
- e) Any reference to writing includes email and other electronic communications unless expressly stated otherwise.
- f) The words "including", "includes" and "in particular" shall be interpreted as being illustrative and shall not limit the meaning of the words preceding them.
- g) References to a person include individuals, companies, partnerships, charities, public authorities and other legal entities.
- h) Where an obligation is imposed upon the Associate, it includes an obligation to ensure compliance by any person acting on the Associate's behalf.
- i) References to professional registration include registration with the Health and Care Professions Council (HCPC), Nursing and Midwifery Council (NMC), General Medical Council (GMC), or any other relevant professional regulatory body, where applicable.

2. Appointment

The Associate is engaged as an independent contractor to deliver educational and training services on behalf of Vertex Health Advisory Ltd on an ad-hoc basis. Nothing within this Agreement shall constitute an employment relationship, partnership or joint venture.

3. Contractor Status

The Associate agrees that they are:

- Self-employed
 - Responsible for their own Income Tax and National Insurance
 - Responsible for maintaining appropriate business records
 - Not entitled to sick pay, holiday pay, pension contributions or other employee benefits
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4. Course Delivery Standards

The Associate agrees to:

- Deliver teaching to a consistently high professional standard
 - Follow the agreed lesson plans where applicable
 - Teach within current UK evidence-based practice
 - Comply with all relevant legislation and professional guidance
 - Represent Vertex Health Advisory Ltd professionally at all times
 - Treat delegates with dignity and respect
 - Maintain confidentiality regarding delegates and clients
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5. Professional Registration

Throughout the Agreement the Associate must maintain:

- Current HCPC/NMC/GMC registration (where applicable)
- Any required instructor qualifications
- Professional indemnity insurance (if required)
- Enhanced DBS where requested
- Right to work in the UK

The Associate must immediately notify Vertex Health Advisory Ltd of:

- Fitness to practise investigations
- Suspension

- Restrictions on practice
 - Criminal convictions
 - Professional misconduct proceedings
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6. Intellectual Property

All course materials supplied by Vertex Health Advisory Ltd remain the exclusive property of Vertex Health Advisory Ltd.

The Associate must not:

- Copy course slides
- Share presentations
- Photograph teaching materials
- Record teaching sessions
- Reproduce handouts
- Create derivative courses using VHA Ltd materials

Any new teaching material created specifically during contracted work belongs to Vertex Health Advisory Ltd unless otherwise agreed in writing.

7. Confidentiality

The Associate shall keep confidential:

- Delegate information
- Client information
- Commercial pricing
- Teaching resources
- Internal business information
- Future course developments
- Marketing plans

This obligation survives termination.

8. Non-Solicitation

During the Agreement and for 12 months afterwards the Associate shall not directly or indirectly:

- Approach VHA Ltd clients for competing services
- Encourage delegates to book directly with them

- Recruit VHA Ltd instructors
 - Divert business opportunities from Vertex Health Advisory Ltd
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9. Non-Competition (Limited)

Nothing prevents the Associate from working elsewhere.

However, they agree not to:

- Deliver a substantially identical course using VHA Ltd materials
 - Market themselves as representing VHA Ltd without permission
 - Use confidential information to establish competing courses
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10. Branding

The Associate may only use:

- The Vertex Health Advisory Ltd logo
- Branding
- Social media graphics
- Certificates
- Marketing materials

with written permission.

11. Social Media

Associates should:

- Maintain professional conduct online
 - Not make misleading statements about Vertex Health Advisory Ltd
 - Not publish confidential information
 - Obtain consent before posting photographs from courses
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12. Cancellation

If unable to attend a course, the Associate should notify Vertex Health Advisory Ltd immediately.

Repeated late cancellations may result in future work not being offered.

13. Payment

Payment shall include:

- Agreed teaching fee
- Travel arrangements (if applicable)
- Accommodation arrangements (if applicable)
- Payment timescale
- Invoice requirements

Payment will normally be made within 30 days of receipt of a valid invoice following successful delivery of the course.

14. Expenses

14.1 Travel Expenses

Where travel has been agreed in advance by Vertex Health Advisory Ltd, the Associate shall be entitled to claim mileage for travel undertaken using their own private vehicle between their usual home address and the agreed course delivery venue.

Mileage shall be reimbursed at the prevailing **HM Revenue & Customs (HMRC) Approved Mileage Allowance Payment (AMAP)** rate applicable at the time of travel, unless otherwise agreed in writing.

Travel claims must:

- Be submitted with the Associate's invoice
- Include the journey start and end locations
- Include the total mileage travelled
- Be based on the most reasonable and direct route
- Be submitted within 30 days of course delivery

Vertex Health Advisory Ltd reserves the right to verify mileage using recognised route planning software.

Where multiple venues are visited during the same day, mileage should accurately reflect the total business journey undertaken.

Mileage reimbursement is intended to contribute towards the costs of using a private vehicle, including fuel, servicing, maintenance, depreciation and insurance.

14.2 Other Travel Costs

Subject to prior written approval, Vertex Health Advisory Ltd may reimburse reasonable and necessary expenses including:

- Parking charges
- Road tolls
- Public transport fares
- Accommodation
- Subsistence (where agreed in advance)

Original VAT receipts must be provided where available.

14.3 Non-Reimbursable Expenses

The following will not normally be reimbursed unless specifically authorised in writing:

- Traffic or parking fines
 - Vehicle damage
 - Vehicle cleaning
 - Speeding penalties
 - Additional insurance costs
 - Personal purchases
 - Alcoholic beverages
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14.4 Insurance

The Associate confirms they maintain appropriate motor insurance covering business use where they intend to claim mileage for travel undertaken on behalf of Vertex Health Advisory Ltd.

15. Equipment

The Associate is responsible for ensuring any equipment they provide or use is:

- Safe
 - Maintained
 - Calibrated where appropriate
 - Suitable for educational use
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16. Health & Safety

Associates agree to:

- Follow venue safety rules
 - Report incidents
 - Undertake dynamic risk assessment
 - Promote safe practical skills teaching
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17. Safeguarding

Where children or vulnerable adults are present, the Associate agrees to comply with safeguarding legislation and Vertex Health Advisory Ltd policies.

18. Clinical Accuracy

Teaching should reflect:

- National guidance
- Current evidence
- Recognised best practice

Where evidence is evolving, this should be made clear to delegates.

19. Recording

No recording of teaching may occur without written consent from Vertex Health Advisory Ltd.

20. Data Protection

Associates agree to comply with UK GDPR and the Data Protection Act 2018.

Delegate information must only be used for authorised purposes.

21. Conflicts of Interest

Associates must declare any actual or potential conflicts before delivering training.

22. Insurance

Associates should maintain appropriate:

- Professional Indemnity Insurance
- Public Liability Insurance (where appropriate)

Vertex Health Advisory Ltd may request evidence at any time.

23. Quality Assurance

Vertex Health Advisory Ltd may:

- Observe teaching
- Review delegate feedback
- Audit course delivery
- Request improvements

Failure to maintain standards may result in termination.

24. Termination

Either party may terminate by providing written notice.

Vertex Health Advisory Ltd may terminate immediately for:

- Serious misconduct
 - Breach of confidentiality
 - Loss of professional registration
 - Unsafe practice
 - Bringing VHA Ltd into disrepute
 - Criminal convictions affecting suitability
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25. Use of Photographs

Photographs or videos taken during courses remain the property of Vertex Health Advisory Ltd unless agreed otherwise.

Associates consent to reasonable promotional use unless they opt out in writing.

26. Entire Agreement

This Agreement represents the full agreement between the parties.

27. Governing Law

This Agreement shall be governed by the laws of England and Wales.

28. Course Cancellation or Rescheduling by Vertex Health Advisory Ltd

28.1 Company Right to Cancel or Reschedule

Vertex Health Advisory Ltd reserves the right to cancel, postpone, reschedule or amend any Course, training event, workshop or educational activity where reasonably necessary.

Reasons for cancellation or rescheduling may include, but are not limited to:

- Insufficient delegate numbers;
 - Client request or cancellation;
 - Venue availability issues;
 - Instructor availability;
 - Adverse weather or travel disruption;
 - Equipment or technical failures;
 - Changes in clinical guidance or educational requirements;
 - Unforeseen operational circumstances;
 - Circumstances outside the reasonable control of Vertex Health Advisory Ltd.
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28.2 Notification

Where reasonably practicable, Vertex Health Advisory Ltd will provide the Associate with as much notice as possible of any cancellation or change to a scheduled Course.

The Associate acknowledges that some cancellations may occur at short notice due to circumstances outside the Company's reasonable control.

28.3 Rescheduled Courses

Where a Course is moved to an alternative date, Vertex Health Advisory Ltd will first offer the Associate the opportunity to deliver the rescheduled Course.

If the Associate is available and agrees to undertake the rescheduled Course, the original agreed payment terms shall apply.

If the Associate is unavailable for the revised date, no payment shall normally be due unless otherwise agreed in writing.

28.4 Cancellation Payment Terms

Where Vertex Health Advisory Ltd cancels a Course, the following payment terms shall apply:

a) Cancellation more than 14 days before the scheduled Course date

No cancellation payment shall normally be payable to the Associate, unless otherwise agreed in writing.

b) Cancellation between 14 days and 72 hours before the scheduled Course date

*Vertex Health Advisory Ltd, at its discretion, may offer a cancellation payment of **up to 50%** of the agreed teaching fee where the Associate has demonstrably reserved availability and is unable to reasonably replace the lost work.*

c) Cancellation within 72 hours of the scheduled Course date

*Vertex Health Advisory Ltd, at its discretion, may offer **up to 100%** of the agreed teaching fee where the cancellation results in the Associate losing booked work and where the Associate has fulfilled all pre-course requirements.*

28.5 Expenses

Where cancellation occurs after the Associate has incurred pre-approved, non-refundable expenses, Vertex Health Advisory Ltd will consider reimbursement of reasonable costs, including:

- Pre-booked accommodation;
- Public transport tickets;
- Parking charges;
- Other agreed travel expenses.

The Associate must provide evidence of any claimed expenses.

Vertex Health Advisory Ltd shall not be responsible for:

- Loss of other employment opportunities;
 - Loss of future income;
 - Consequential losses;
 - Unapproved expenses.
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28.6 Associate Availability

The Associate acknowledges that work offered by Vertex Health Advisory Ltd is provided on an ad-hoc basis and that there is no guarantee of a minimum number of courses, teaching hours or income.

Acceptance of a course booking does not create an obligation on Vertex Health Advisory Ltd to provide future work.

28.7 Exceptional Circumstances

Where cancellation occurs due to circumstances beyond the reasonable control of Vertex Health Advisory Ltd, including but not limited to force majeure events, public health emergencies, significant operational disruption or changes in legislation, the Company shall not be liable for compensation beyond any payments expressly agreed in writing.

28.8 Professional Commitment

Once an Associate has accepted a course booking, they agree to reserve the agreed date and make reasonable efforts to avoid withdrawal. Any inability to attend must be communicated to Vertex Health Advisory Ltd as soon as possible.

29. Acceptance of Agreement

29.1 Prior to undertaking any Services on behalf of Vertex Health Advisory Ltd, the Associate shall read this Agreement in full and sign the accompanying Associate Contractor Agreement Acceptance Form to confirm that they have read, understood and agree to be bound by its terms and conditions.

29.2 No work, course delivery, consultancy, educational activity or other Services shall be undertaken on behalf of Vertex Health Advisory Ltd until the signed Associate Contractor Agreement Acceptance Form has been received and accepted by the Company.

29.3 By signing the Associate Contractor Agreement Acceptance Form, the Associate confirms that they:

- have read and understood this Agreement in its entirety;
- agree to comply with all policies, procedures and standards referenced within this Agreement;
- acknowledge their status as an independent self-employed contractor and not an employee of Vertex Health Advisory Ltd; and
- agree to perform all Services in accordance with the professional, legal and ethical standards expected by Vertex Health Advisory Ltd.

29.4 The Associate confirms acceptance of the Vertex Health Advisory Ltd Terms and Conditions, Version 1.1 (10th July 2026), available on the www.vertexhealthadvisory.com website.

28. VERSION CONTROL

Version	Created / Updated	Author / Reviewer	Review Date
1.0	17th July 2026	Philip Poskitt (Founder & Director)	17th July 2027

Company Information

This Associate Contractors Agreement is issued by Vertex Health Advisory Ltd, a company registered in England and Wales.

Registered Office: Suite 8020, 5 Brayford Square, London E1 0SG United Kingdom

Email: info@vertexhealthadvisory.com

Website: www.vertexhealthadvisory.com

Company Registration Number: 17293196

ICO Registration: ZC194740

All prices are stated in pounds sterling (GBP). Vertex Health Advisory Ltd is not currently registered for VAT; therefore, no VAT is charged on our goods or services. Should our VAT status change, prices and invoices will be updated accordingly where applicable.