



# Conduct & Service Delivery Policy

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This Contractor Conduct & Service Delivery Policy sets out how Calculated Performance Ltd manages concerns relating to the **delivery of services by independent, self-employed contractors** engaged under a contract for services.

This policy does not create any employment relationship, mutuality of obligation, or right of control inconsistent with self-employed status. It exists solely to protect safeguarding standards, service quality, and legitimate business interests.

## Scope

This policy applies **only to self-employed contractors** engaged by Calculated Performance Ltd under a Coaching Services Contract.

Employees (if applicable) are subject to separate employment conduct and disciplinary policies.

## Core Principles

- Contractors are engaged to deliver **specific services**, not to perform duties under supervision or management.
- Contractors retain control over how services are delivered within the agreed framework.
- Calculated Performance Ltd does not guarantee work, and contractors are not obliged to accept work.
- Where services are not delivered as agreed, the Company may enforce contractual remedies or end the engagement.

## Grounds for Engagement Review

An engagement review may be initiated where there is reasonable evidence of:

### 1. Service Delivery Concerns

Including but not limited to:

- Failure to deliver agreed sessions
- Repeated late cancellation without reasonable notice
- Failure to meet safeguarding or health & safety requirements
- Substantiated negative feedback relating to professionalism or conduct



## 2. Minor Contractual Breaches (Isolated)

Including but not limited to:

- Minor administrative errors
- Failure to comply with agreed brand or kit requirements

## 3. Persistent or Material Breaches

Including but not limited to:

- Repeated failure to deliver agreed services
- Failure to remedy previously notified issues
- Serious safeguarding failures
- Unwillingness to comply with statutory or regulatory obligations

## 4. Serious Misconduct

Including but not limited to:

- Fraud, bribery, or corruption
- Harassment or discrimination
- Violence or threats of violence
- Substance misuse while delivering services
- Breach of confidentiality
- Any serious breach of the Coaching Services Contract

## Engagement Review Process (Contractors)

Where appropriate, Calculated Performance Ltd may take one or more of the following actions:

### 1. Notification of Concern

The contractor may be notified in writing of the concern or alleged breach.

### 2. Opportunity to Remedy

Where appropriate and proportionate, the contractor may be given a reasonable opportunity to remedy the issue.

### 3. Non-Payment for Undelivered Services

Payment will only be made for services delivered in accordance with the contract.

### 4. Termination of Engagement

The Company may terminate the engagement in accordance with the notice provisions or immediately in cases of serious breach.

Contractors are **not subject to staged disciplinary procedures, corrective action plans, attendance monitoring, or performance improvement processes.**



## **Safeguarding and Immediate Action**

Where safeguarding concerns or serious misconduct are suspected, Calculated Performance Ltd reserves the right to:

- suspend allocation of further sessions
- terminate the engagement with immediate effect
- report matters to relevant authorities where legally required

## **Documentation**

The Company may document concerns, communications, and decisions relating to an engagement review for legal, safeguarding, and audit purposes.

Documentation does not indicate supervision, control, or employment status.

## **Policy Flexibility**

Calculated Performance Ltd reserves the right to act proportionately and lawfully in response to contractor conduct or service delivery issues, including taking action outside this policy where required to protect participants, clients, or the business.

## **Relationship to Contract**

This policy must be read alongside the Coaching Services Contract. In the event of any conflict, the terms of the contract shall prevail.

Nothing in this policy creates an employment relationship, mutuality of obligation, or entitlement to work.

We are committed to reviewing our policy and good practice annually.

This policy was last reviewed on: 19/12/25.



Signed: H.Ferguson

Date: 19/12/25.