

Service Agreement UK

Governed by the Supply of Goods and Services Act 1982 and Unfair Contract Terms Act 1977
and Late Payment of Commercial Debts (Interest) Act 1998

AGREEMENT AND PARTIES

THIS GENERAL SERVICE AGREEMENT (the "Agreement") is dated this _____ day of _____, ____.

This Agreement is made between the following parties:

_____ of _____

(the "Client"); and

_____ is a company registered in England and Wales under company number

_____ whose registered office is at _____

(the "Contractor").

(each a "Party" and together the "Parties").

BACKGROUND

The Client is of the opinion that the Contractor has the necessary qualifications, experience, and abilities to provide services to the Client.

The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations outlined in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

SERVICES PROVIDED

The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services"):

TERM OF AGREEMENT

The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until

_____, subject to earlier termination as provided in this Agreement.

The Term may be extended with the written consent of the Parties.

In the event that either Party wishes to terminate this Agreement prior to

_____, that Party will be responsible for notifying the other Party of such termination.

PERFORMANCE

The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

CURRENCY

Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in GBP (pounds sterling).

PAYMENT

The Contractor will charge the Client for the services in the manner that follows:

Invoices submitted by the Contractor to the Client are due _____

In the event that this Agreement is terminated by the Client prior to completion of the Services but where the Services have been partially performed, the Contractor will be entitled to pro rata payment of the Payment to the date of termination provided that there has been no breach of contract on the part of the Contractor.

The Payment as stated in this Agreement _____ Value Added Tax.

Any value-added tax required will be charged to the Client in addition to the payment.

The Contractor will be responsible for all income tax liabilities and National Insurance or similar contributions relating to the Payment and the Contractor will indemnify the Client in respect of any such payments required to be made by the Client. Further, the Contractor will not be reimbursed for any expenses incurred in connection with providing the Services of this Agreement. Lastly, the Contractor will be solely responsible for the payment of all remuneration and benefits due to the employees of the Contractor, including any National Insurance, income tax, and any other form of taxation or social security costs.

REIMBURSEMENT OF EXPENSES

The Contractor will be reimbursed from time to time for reasonable and necessary expenses incurred by the Contractor in connection with providing the Services. All expenses must be pre-approved by the Client.

INTERESTS AND LATE PAYMENTS

Interest payable on any overdue amounts under this Agreement is charged at a rate of _____ % per annum or at the maximum rate enforceable under applicable legislation, whichever is lower.

CONFIDENTIALITY

Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client that would reasonably be considered to be proprietary to the Client, including but not

limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

The Contractor agrees that they will not disclose, divulge, reveal, report, or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorised by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement. All written and oral information and material disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

TRADE SECRETS

Trade secrets (the "Trade Secrets") include but are not limited to any data or information, technique or process, tool or mechanism, formula or compound, pattern or test results relating to the business of the Client, which are secret and proprietary to the Client, and which give the business a competitive advantage where the release of that Trade Secret could be reasonably expected to cause harm to the Client.

The Contractor agrees that they will not disclose, divulge, reveal, report, or use, for any purpose, any Trade Secrets which the Contractor has obtained, except as authorised by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.

OWNERSHIP OF INTELLECTUAL PROPERTY

All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design, and trade name (the "Intellectual Property") that is developed or produced under this Agreement, will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.

The Contractor may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Contractor will be responsible for any and all damages resulting from the unauthorised use of the Intellectual Property.

RETURN OF PROPERTY

Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or confidential information that is the property of the Client.

In the event that this Agreement is terminated by the Client prior to completion of the Services, the Contractor will be entitled to recovery from the site or premises where the Services were carried out, of any materials or

equipment that is the property of the Contractor or, where agreed between the Parties, to compensation in lieu of recovery.

AUTONOMY

Except as otherwise provided in this Agreement, the Contractor will have full control over working time, methods, and decision-making in relation to the provision of the Services in accordance with the Agreement. The Contractor will work autonomously and not at the direction of the Client. However, the Contractor will be responsive to the reasonable needs and concerns of the Client.

SUB-CONTRACTING

In the event that the Contractor hires a sub-contractor, the Contractor will pay the sub-contractor for its services and the Payment will remain payable by the Client to the Contractor. For the purposes of the indemnification clause of this Agreement, the sub-contractor is an agent of the Contractor.

EQUIPMENT

Except as otherwise provided in this Agreement, the Contractor will provide at the Contractor's own expense, any and all tools, machinery, equipment, raw materials, supplies, workwear, and any other items or parts necessary to deliver the Services in accordance with the Agreement.

NOTICE

All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

INDEMNIFICATION

Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors and shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors and shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

ADDITIONAL CLAUSES

MODIFICATION OF AGREEMENT

Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorised representative of each Party.

ASSIGNMENT

The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of England and Wales. The parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales in respect of any dispute arising under or in connection with this Agreement.

SEVERABILITY

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this

_____.

CLIENT

WITNESS: _____

Address: _____

Per: (Seal)

Officer's Name: _____

CONTRACTOR

WITNESS: _____

Address: _____

Per: (Seal)

Officer's Name: _____