



professional manner at all times and in the capacity of a specialist.

4. How the Company fulfils its contractual obligations is a matter for the Company.
5. The Client shall not supervise, direct or control, nor have any right of supervision, direction or control as to the manner in which the Company performs the Services.
6. The Company undertakes that it will devote such time, attention, skill and ability as the agreed Services require.
7. The Company will use its own initiative in how the Services are to be completed *(insert if applicable 'and will have flexibility as to the hours worked on location')*, but will nonetheless assist the Client by making all reasonable attempts to work within an overall agreed deadline, will observe Health and Safety regulations and will comply with all reasonable operational requirements relating to working hours and security.
8. The Company may utilise such persons as is necessary in the performance of the Services and make substitutions thereof, provided always, any such persons possess the necessary skills and expertise to perform the Services. Where a substitute is utilised by the Company, the Client shall have no contractual, financial or legal relationship with the substitute.
9. The whole or part of this Contract for Services may be assigned or subcontracted to any third party provided the Client is reasonably satisfied the assignee or subcontractor has the necessary resources to provide the Services to a sufficient standard. If such assignment / subcontracting occurs, the third party will be bound by terms identical to those in this contract.
10. The contract price for the Services will be negotiated and agreed in writing as between the Client and the Company from time to time.
11. The Client will pay the Company the contract price (plus VAT if appropriate) against the presentation of an invoice.
12. Due to the nature of the services, the Company may have to use the Client's equipment to undertake their provision. Where this is not necessary for the proper performance of the services, the Company may use its own equipment.

#### **Financial Risk**

13. The Company will negotiate the contract price for the Services and is obliged to honour any agreed contract price, unless both parties re-negotiate the contract price.



14. Defective work by the Company will be corrected by the Company at its own cost or in its own time.
15. The Company warrants that it is qualified and possesses the resources necessary to perform the Services.
16. The Company will not be entitled to receive payment for cancelled assignments or contracts.
17. This Contract for Services can be immediately terminated by either party for whatever reason and no notice is required to be given (*notice period*).
18. The Client is not obliged to offer any work to the Company nor is the Company obliged to accept any work offered. The Company is not obliged to make its services available. Specifically both parties declare that they do not wish to create or imply any mutuality of obligations whatsoever, either during the course of this Contract for Services or during any period when contracts are not available.
19. The Company accepts it has legal risk in respect of public liability and professional indemnity and will therefore pay the costs of such insurance premiums and maintain adequate cover at all times.
20. During the term of this Contract for Services the Company will maintain adequate insurance cover in respect of professional indemnity with cover up to at least [*£5,000,000*].
21. The Client reserves the right to offset any losses sustained as a result of the Company's actions, breach or unsatisfactory performance, from the Company's fees.
22. The Company will not be liable for any delay to the contract works caused by a delay in the Client providing information or access to equipment

### **Freedom of the Company to Undertake other Works**

23. The Company is free to undertake other Contracts for Services for any other parties at any time, either before, after, or concurrently with this Contract for Services.
24. The Client acknowledges and agrees that it does not have first call on the services of the Company and cannot require the Company to give the Client any priority over another Client.

### **Confidentiality**



25. The Company undertakes that it and its directors, employees, consultants and substitutes shall keep in the strictest confidence all details of trade secrets and confidential information which may come into its possession during the completion of the contract.
26. At the end of the term of this Contract for Services the Company undertakes to deliver to the Client or as directed by the Client all documents relating to the contract which contain trade secrets or confidential information relating to the Client's business.
27. All copyright and other intellectual property rights in all work, including all work of a preparatory or design nature, or developed or created from such work in performing the Services for the Client shall be deemed to be the undisputed property of the Client.
28. In the event of the Client supplying to the Company any material in which the Client owns the copyright or any other intellectual property rights the material will be supplied by the Client under a license which may be terminated by the Client on immediate notice, to use the same or any part thereof as the Client shall in its absolute discretion deem fit.

#### **Taxation and National Insurance**

29. The Company as an independent business is responsible for the tax and National Insurance of any person or substitute that provides the Services to the Client.

#### **Business Organisation**

30. The Company will prepare invoices for all Services undertaken, on a frequency confirmed in Schedule A.
31. The Company will at all times represent itself as an independent business and will in no circumstances represent itself or hold itself out as a representative, servant or employee of the Client. The Company hereby acknowledges it is in business on its own account and is not part and parcel of the Client's business, or any other business.

#### **Intention of the Parties**

32. Both parties agree and intend that this legal relationship is one of contracting for independent specialist services.

#### **Legal Advice and Other Matters**

33. Both parties hereby acknowledge that they have had an opportunity to take independent legal advice before signing this Contract for Services.



34. Both parties acknowledge that their contractual relationship is governed by this Contract for Services as a legally binding agreement.
35. Both parties acknowledge that this Contract for Services is the whole agreement governing the contractual relationship between them, except where this Contract for Services allows for specific verbal negotiations. Any other variation to the contract must be made in writing and signed by both parties.
36. Words referring to the masculine are to include the feminine.
37. This Contract is governed by the laws of England and Wales and subject to the jurisdiction of the English and Welsh Courts.
38. Breach of any clause or clauses in this Contract for Services will not void or annul this Contract for Services as a whole in any circumstances.

The Parties agree and intend to be bound by this Contract for Services.

The Client:

Signed:

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.....

Dated:

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The Company:

Signed:

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.....

Dated:

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# CONTRACT FOR SERVICES

## SCHEDULE A

### Section A

### The Company

Name

Address

Phone Number

Company Registration Number

VAT Number

Contact Name

### Section B

### The Services

Commencement Date

Nature of Services to be undertaken

### Section C

### Invoicing Frequency

Weekly/Monthly/Other

