

SERVICES AGREEMENT

This Services Agreement ("the Agreement") dated this DATE

BETWEEN

XXXX whose registered office is XXX (the "Customer")

AND

Robin Somerville, of
North View, Trent Park, 6 Rookery Lane, Barnet. EN4 0BW
(the "Consultant")

BACKGROUND:

1. The Customer is of the opinion that the Consultant has the necessary qualifications, experience and abilities to provide business consultancy services to the Customer.
2. The Consultant is agreeable to providing such services to the Customer on the terms and conditions set out in this Agreement.

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

Services Provided

3. The Customer hereby agrees to engage the Consultant to provide the Customer with services (the "Services") as set out in email correspondence between the Customer and the Consultant dated XXXX.
4. The Services will also include any other tasks which the Parties may agree on. The Consultant hereby agrees to provide such Services to the Customer.

Term of Agreement

5. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended by mutual agreement of the Parties.

Performance

6. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect. Unless otherwise expressly agreed in writing, the Parties agree that any interviews carried out will be audio recorded by the Consultant and verbatim transcripts will be provided.

Currency

7. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in GBP.

Compensation

8. For the services rendered by the Consultant as required by this Agreement, the Customer will provide compensation (the "Compensation") to the Consultant of £XXXX. The fee will be subject to VAT. Unless otherwise agreed by the parties, this fee is a fixed fee for up to XXX days work. Travel and out of pocket expenses shall be invoiced at cost, separately when known.
9. The Compensation will be payable upon instruction in order to secure the requested dates from the Consultant's diary.
10. The Consultant will be responsible for all income tax liabilities and National Insurance or similar contributions relating to the Compensation and the Consultant will indemnify the Company in respect of any such payments required to be made by the Company.

Return of Property

11. Upon the expiry or termination of this Agreement, the Consultant will return to the Customer any property, documentation, records, or confidential information required by the Customer.

Capacity/Independent Contractor

12. In providing the Services under this Agreement it is expressly agreed that the Consultant is acting as an independent contractor and not as an employee. The Consultant and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

Notice

13. 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 of this Agreement by post or by e-mail to such address as any Party may from time to time notify

to the other.

Modification of Agreement

14. 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

15. The Consultant will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Customer.

Entire Agreement

16. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Titles/Headings

17. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

Gender

18. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law

19. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of England and Wales, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

20. 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.

Waiver

21. The waiver by either Party of a breach, default, delay or omission of any of the provisions of

this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

Limitation of liability

22. The parties agree that any liability for breach of this Agreement by the Consultant or damages flowing from their provision of Services under this Agreement will be limited to the consideration set out above. The consultant shall not be liable for negligence, unless and only if it has been proved to the requisite standard in a Court of Law that Consultant acted fraudulently or of wilful misconduct.

Dispute Resolution

23. The parties agree that in the event of a dispute arising under this Agreement that each will attempt to negotiate and then to mediate the dispute in good faith prior to commencing any legal proceedings.

Data Processing

24. The Consultant agrees to adopt, comply and work within the Customer's "GDPR Data Processing Policy" if relevant. Nothing within this Policy or more widely this agreement prevents the Consultant from its work being peer reviewed as part of its quality control process subject to any such reviewer also being bound by the same provisions covered by this Clause.

Sample Work

25. From time to time the Consultant is asked to provide samples of its work by prospective clients. The Customer consents to this subject to any work being fully and comprehensively anonymised and/or redacted. Such anonymisation and/or redaction must cover all personal, organisational or location identifiers and any other fact or detail that may directly or indirectly disclose or reveal any connection with the Customer or any of its employees nor permit any such information to be deduced. Names, organisations and locations must be replaced with untraceable codes such as AA or BB where the such codes bear no relation or derivative of their origin.

IN WITNESS WHEREOF the Parties have duly affixed their signatures:

Signed: _____

Print Name: _____

Date: _____

On behalf the Customer

Robin Somerville
Consultant