CONTRACT FOR SERVICE

**1. Introduction and Definitions**

This Agreement is between ORGANISATION'S NAME AND ADDRESS (herein after called ‘the Company’) and SERVICE PROVIDER’S NAME AND ADDRESS (herein after called 'the Service Provider').

The Agreement will be in accordance with the following Terms and Conditions unless and until an alternative is specifically agreed between the Parties.

**2. Purpose of the Agreement**

The purpose of the Agreement is STATEMENT OF SERVICE.
Further details of the Agreement are set out in the attached Schedule.

(write a description of the service you are providing and the agreement you are entering into and attach this to the end of your contract).

**3. Commencement Date and Duration of the Agreement**

This Agreement will commence on DATE and terminates on DATE. It is to be carried out in accordance with the following conditions:

* OUTLINE CONDITIONS RELATING TO THE COMMENCEMENT OF THE AGREEMENT
* CONFIRM THE COMPANY POINT OF CONTACT FOR THE CONTRACT

It may be terminated by either party giving X months’ notice in writing.

The Company reserves the right to terminate the agreement with immediate effect in the event that the Service Provider commits any material breach of the terms of this Agreement, where a Service Provider acts negligently, or in a manner that seriously harms the reputation of the Company, or behaves in a way that is inconsistent with the Company’s values or disciplinary rules.

**4. Fees and Expenses**

Fees for the Agreement will be as follows:

* DETAIL THE FEE PARTICULARS

VAT will be added at the appropriate rate.

Where agreed in advance, travel, subsistence and other expenses will be paid at cost and in accordance with arrangements specifically agreed, in advance, with the Service Provider.

**5. Invoices and Payment**

Unless specifically agreed otherwise, invoices will be submitted monthly by the Service Provider and payment made within 30 days.

**6. Taxation**

The Service Provider is a self-employed person responsible for taxation and National Insurance or similar liabilities or contributions in respect of the fees and the Service Provider will indemnify [organisation] against all liability for the same and any costs, claims or expenses including interest and penalties.

**7. Confidentiality**

The Service Provider will not divulge to third parties matters confidential to the Company (whether or not covered by this Agreement) without the explicit permission of the Company’s CEO/GM/MD.
Except where specifically agreed otherwise, all material, data, information etc., etc., collected during the course of the Agreement will remain in the possession of the Company and not used without their permission.

The Service Provider will not at any time either during the period of this contract or after its termination make use of or communicate, any of the trade secrets or confidential information of the Company which have obtained whilst in the service of the Company.

Any discovery, invention or process made or discovered by the Service Provider whilst in the employment of the Company and relating to the business of the Company will remain the property of the Company and must be disclosed to the Company, and the Service Provider undertakes to join with the Company at any time in applying for letters, patent or other appropriate license for such discovery, invention or process.

**8. Publication of Material**

Where the Agreement provides for the publication of material, the following specific conditions shall apply:

(a) The Company will retain the right to edit the final draft prior to publication subject, in the case of joint publications, to amendments proposed being agreed with the author(s).

(b) Prior to publication, the Service Provider and/or others associated with the publication shall not disclose any material obtained or produced for the purposes of the project to any other party unless the Company have given prior approval in writing.

(c) The Service Provider will provide to the Company copies of all material, data etcetera collected specifically for the project and indicate the source of other material used.

(d) The Company will, except where specifically agreed otherwise, hold copyright to the publication.

Other matters relating to the use of the material shall be covered as an Appendix to this Agreement. Where other uses are agreed, all material and publications based on the project shall acknowledge the Company.

**9. Data Protection and GDPR**

The Service Provider undertakes to adhere to the Company’s Data Protection and GDPR policies as well as the guidelines set out in the Data Protection Act of 2018.

**10 Restrictions**

The Service Provider shall not whilst this Agreement is in force be engaged or concerned directly or indirectly in the provision of services to any other party in the same or similar field of business or activity to \_\_\_\_\_\_\_\_\_\_ without the prior written consent of \_\_\_\_\_\_\_\_\_\_ .

**11. Insurance**

The Service Provider is expected to be properly insured for public liability and, where appropriate, employer liability contingencies.

The Service Provider shall furnish The Company with properly executed Certificates of Insurance upon request and shall notify The Company, no less than 30 days in advance of any material damage or cancellation of such insurance.

No liability is accepted by the Company for claims arising out of service provided by personnel supplied whilst under the control or direction of the Hirer including any actions, costs, claims, expenses, proceedings or otherwise in respect of any death, injury, damage or otherwise to the personnel supplied or any third party their respective clothing and other personnel property, together with all consequential loss however, arising, suffered or incurred. We do not accept any responsibility for professional negligence or errors or omissions whilst personnel are under the Hirer’s custody or control.

**12. Indemnification**

The Service Provider agrees to defend, indemnify and hold The Company harmless from and against any and all liabilities, claims, penalties, forfeitures, suits and associated costs and expenses (costs) which it may hereafter incur, become responsible for or pay out as a result of death or bodily injury of any person, destruction or damage to any property, communication of or adverse effects of the environment any cleanup costs in connection therewith or any violation of government law, regulation or orders, caused in whole or part by the Service Providers activities in the deliverance of the service or any other official business.

**13. Copyright/Patent**

All work created, developed, invented, carried out or produced during your engagement or arising out of or in consequence of this Agreement, shall be deemed to have been made by or on behalf of [Organisation].  The work, together with the benefit of any such work, belongs exclusively to [Organisation].  You must give [Organisation] full details of all and any such work. You must, at [Organisation]’s request and cost both during the contract and thereafter, if required, take all steps as may be necessary or desirable to substantiate [Organisation]’s rights in respect of any such work.

**14. Other Conditions**

Any other conditions, including variations to the terms set out above, shall be included as an Appendix to this Agreement.

# Changes to this Contract

Changes in the terms and conditions of this contract will be confirmed formally following consultation and agreement, before the date of proposed change.

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 *For and behalf of the Service Provider*

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 *For and behalf of the Company*

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SCHEDULE OF AGREEMENT**

Overview of Services Provided

Including but Not Limited to the following:

* LIST A FULL BREAKDOWN OF THE SERVICES TO BE PROVIDED

(IF REQUIRED) The Following activities should be excluded:

* LIST A FULL BREAKDOWN OF SERVICES EXCLUDED FROM THE AGREEMENT

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 *For and behalf of the Service Provider*

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 *For and behalf of the Company*

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_