SteveTancock.co.uk Business and Financial Support Services Agreement for the Provision of Services

THIS AGREEMENT is made on **[DATE]**

BETWEEN

Steve Tancock trading as SteveTancock.co.uk (the **"service provider"**)

AND

[CLIENT] A Company Incorporated in England, Registered Number ????? of ?????? (the "**Client**").

Whereas

(A) The Client has identified a need for professional services for the period commencing [DATE].

and

(B) The Service Provider has the required level of expertise and has agreed to provide the required assistance on the terms of this Agreement.

It is agreed that

1. Interpretation

1.1 In this Agreement

1.1.1 **"Intellectual Property Rights"** means any and all patents, patent applications, know how, trademarks, trade mark applications, trade names, registered design, copyright, database rights or other similar intellectual property rights created, developed, subsisting or used in connection with the Specified Service and whether in existence at the date hereof or created in the future;

1.1.2 **"Specified Service"** means any goods, services or advice to be provided by the Service Provider to the Client as detailed in the Schedule to this Agreement;

1.1.3 **"Specified Sum"** means the agreed consideration to be paid by the Client to the Service Provider as detailed in the Schedule to this Agreement.

2. Agreement

In consideration of the payment of the Specified Sum by the Client to the Service Provider the Service Provider shall provide the Specified Service.

3. Specified Service

3.1 The Service Provider shall provide the Specified Service to the Client subject to the terms of this Agreement as set out below.

3.2 Any changes or additions to the Specified Service or the terms of this Agreement will be valid only if agreed in writing by the Service Provider and the Client.

3.3 The Service Provider shall provide the Specified Service and shall take all reasonable steps to comply with any timetable or other targets for the progress or delivery or completion of the Specified Service agreed in writing between the parties.

3.4 The Service Provider may at any time and without giving the Client prior notification make any changes to the Specified Service which are necessary to comply with any applicable safety or other statutory requirements, or make any changes to the Specified Service which do not materially affect the nature or quality of the Specified Service.

4. Duration and Termination

4.1 This Agreement shall commence from the date hereof unless agreed otherwise in the Schedule and shall remain in force unless otherwise terminated or until the project is completed as defined in the Schedule.

The Client and Service Provider are both entitled to terminate this agreement by written notice to the other. The notice period will be one month.

The Service Provider shall be entitled to terminate this agreement immediately by written notice to the Client without compensation if a) a receiver or administrative receiver is appointed over all or any of the property or assets of the Client; or b) the Client becomes unable to pay its debts.

5. Client's Obligations

5.1 The Client shall, at its own expense, provide the Service Provider with all documents or other materials and data or other information reasonably necessary for the completion of the Specified Service, in sufficient time to enable the Service Provider to provide the Specified Service in accordance with any timetable or other target for progress or completion agreed in writing between the parties.

5.2 The Client shall be responsible for the content of all documents or other materials (other than documents or other materials produced by third parties) and shall ensure the accuracy of all data or other information (other than data or other information produced by third parties) provided to the Service Provider in the course of this Agreement.

5.3 The Client shall ensure that the Service Provider is accorded sufficient access to any of the Client's premises, information, data or personnel and use of any equipment, which is reasonably necessary for the completion of the Specified Service. Where the Service Provider requires access to any third-party premises, information, data or personnel the Client will make reasonable efforts to arrange this for the Service Provider.

6. Service Provider's Obligations

6.1 The Service Provider will take all reasonable steps to ensure that the Specified Services are completed in accordance with any timetables or other targets agreed in the Schedule.

6.2 The Service Provider may assign, with the Client's prior written approval, the obligations and benefits of this Agreement provided that:

6.2.1 the terms of the assignment reflect the terms of this Agreement; and

6.2.2 the Specified Service remains as detailed in this Agreement; and

6.2.3 the Client is satisfied that the proposed assignee possesses the necessary skills, expertise, personnel and resources to fulfil the Specified Service; and

6.2.4 the Client is satisfied that the proposed assignee will comply with the Client's rules on health, safety, security and confidentiality.

6.3 The Service Provider will provide relevant equipment to complete the tasks outlined in the Schedule. The Client is liable for the security of any such equipment left at any time anywhere at the Clients/associated company's premises. In the event of the equipment being stolen, or damaged other than by the Service Provider personnel, whilst the equipment is at the Clients/associated company's premises then the Client/associated company is fully liable for its immediate repair or replacement with a comparable piece of equipment. The Service Provider is the sole arbiter as to the specification and acceptance of any replacement equipment.

The Service Provider is totally responsible for any equipment being brought in or out of or being taken between various Clients premises.

Where the Service Provider equipment is required to interface into a Client system, the Client is the sole arbiter of the suitability of that equipment. The Client is totally responsible for any software (including licences) temporarily installed on any Service Provider computer and confirming that the use or connection to the Client system is suitable. Any damage or loss of data resulting from the connection or use of this computer equipment that results from its lack of suitability is the responsibility solely of the Client.

6.4 The Service Provider will assign the personnel listed in the Schedule to provide the Specified Service. The Service Provider may assign other personnel to provide the Specified Service (either permanently or from time to time) with the prior written consent of the Client. Such consent will not be given if the Client is not satisfied that the proposed personnel possess the necessary skills and expertise to fulfil the Specified Service.

6.5 The Service Provider may seek, apply for and accept contracts to supply goods and services to other parties and to supply goods and services to other parties whose business does not compete with the business of the Client during the currency of this Agreement, provided that the Service Provider complies with the duty of confidentiality to the Client under this Agreement and under the common law at all times. Nothing in this sub-clause shall be taken as varying the

obligation to complete the Specified Service in accordance with any timetables or other targets agreed in the Schedule.

6.6 The Service Provider will indemnify the Client and any Group Company of the Client in respect of any claims that may be made by the relevant authorities against the Client or any Group Company of the Client in respect of income tax or national insurance contributions relating to the provision of the Services by the Service Provider.

7. **Warranties**

7.1 The Service Provider warrants to the Client that the Specified Service will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with the Schedule to this Agreement and any timetables or other targets agreed.

7.2 Where in connection with the provision of the Specified Service, the Service Provider supplies any goods supplied by a third party, the Service Provider does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall where possible, assign to the Client the benefit of any warranty, guarantee or indemnity given by the person supplying the goods to the Service Provider.

7.3 The Service Provider liability and that of the Personnel involved, if there is such a liability, will be limited to the extent of its professional indemnity insurance

8 Insurance

8.1 The Service Provider shall have in place and maintain for the duration of the provision of the Specified Service public liability insurance, employers liability insurance and professional indemnity insurance for an amount (in the case of professional indemnity insurance) not less than £100,000 per claim. On demand the Service Provider shall provide the Client with copies of those insurance policies and sufficient evidence of their currency.

9 Intellectual Property

Unless agreed otherwise in writing between the Client and the Service Provider:

9.1 The Client shall retain ownership of all Intellectual Property Rights of whatever nature and, if registrable, whether registered or not, in the documents or other material and data or other information provided to the Service Provider in the context of this Agreement. For the avoidance of doubt, the Client shall not be deemed to have granted the Service Provider any licence to use the documents or other material and data or other information other than for the purpose of this Agreement.

9.2 The Client shall be entitled to all property, copyright and all other intellectual and proprietary rights in any materials produced by the Service Provider in the provision of the Specified Service, which property, copyright and other rights the Service Provider as beneficial owner will hereby assign to the Client on completion of the Specified Service and payment of all outstanding monies due to the Service Provider. Until such time the Service Provider hereby grants the Client a non-exclusive non-transferable licence to use the said intellectual property for purposes of its own business but not otherwise. At the request and expense of the Client, the Company shall do all

such things and sign all documents or instruments reasonably necessary in the opinion of the Client to enable the Client to obtain, defend and enforce its right in the materials produced by the Service Provider in the provision of the Specified Service.

9.3 The Service Provider hereby unconditionally, irrevocably and in perpetuity waives all moral and author's rights and rights of a similar nature under the laws of any jurisdiction in respect of materials produced by the Service Provider in the provision of the Specified Service.

The Service Provider warrants to the Client that:

9.3.1 No documents or other material and data or other information and devices or processes will be provided by the Service Provider for use in the provision of the Specified Service which knowingly infringe any third party Intellectual Property Rights;

9.3.2 Any documents or other materials created by the Service Provider in the provision of the Specified Service for use by the Client will be original and created specifically for the Client.

9.4 The Client warrants to the Service Provider that no documents or other material and data or other information and devices or processes will be provided by the Client to the Service Provider for use in the provision of the Specified Service, which infringe any third-party Intellectual Property Rights.

9.5 The Service Provider warrants to the Client that no documents, material, data or other information and devices or processes which it will use in the provision of the Specified Service infringe any third-party Intellectual Property Rights.

10 General

10.1 The Terms of this Agreement represent the entire agreement between the parties and supersede any previous representations or agreements whether recorded in writing or otherwise.

10.2 It is the intention of the parties that no term of this Agreement may be enforced by any person who is not a party to this Agreement (a "third party") notwithstanding that any such term of this Agreement may purport to confer or may be construed as conferring any benefit on such third party and irrespective of whether such third party is identified in the Agreement. The Contract (Rights of Third Parties) Act 1999 shall not apply to any provisions of this Agreement.

10.3 It is agreed that this Agreement will be governed and construed according to the laws of England and Wales and the parties submit to the non-exclusive jurisdiction of the English Courts.

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Schedule - Specified Services

The Specified Services set out below are for the period to [Dates].

- service detail 1;
- service detail 2;
- service detail 3;
- service detail 4;
- etc;

This work is to be carried out on a time cost basis, calculated at the rate of £[AMOUNT] per 7.5 hour day pro-rated.

For the avoidance of doubt, no travelling expenses or other disbursements will be charged in respect of this engagement. Cancelation of agreed days less that 48 hours in advance will incur a one-day charge.

If during the project something is found or occurs that will materially affect the expected outcome or timescale, the Service Provider will confirm its impact and whether any outcome or target date is compromised and will discuss the situation with the Client as soon as is practicable.

Terms of payment: The Service Provider Company will invoice the Client at the end of the initial work specified above. Invoices are payable on presentation. The Service Provider reserves the right to charge interest at 1% per month on amounts outstanding 30 days from date of invoice.

The Service Provider's Duties/Tasks:

- To provide suitable personnel to meet the above project needs
- To make any reports and recommendations within any agreed timescales
- To work with the client's directors, staff, shareholders and anyone connected with the activities of the client in its day to day activities

Signed by…… Print name……..
For and on behalf of
The Service Provider

Signed by…… Print name……
For and on behalf of
The Client