



## SERVICE AGREEMENT

This AGREEMENT (the "Agreement"), commencing the **DATE 2025** is entered into between **The Indispensary Limited** (the "Contractor"), and **Client Name** (the "Client"), regarding the following assignment, (the "Project"):

Project scope & fees:

Fees: £40 per hour + VAT (reviewed on 1 April annually) invoiced on the 1<sup>st</sup> and 16<sup>th</sup> of each month, in arrears as per timesheet provided.

### 1. RIGHTS

This Agreement is a work-for-hire. The Client shall own all rights to any new or edited material provided by the Contractor in regard to the completed Project.

### 2. SERVICE LOCATION

The Project to be provided under this Agreement shall be performed at the Contractor's place of business unless agreed otherwise.

### 3. SCHEDULE AND DAYS OFF

The Contractor's assistance is generally available to provide services during normal business hours. Monday to Friday 0900hrs – 1700hrs BST (excluding national holidays).

Weekday meetings/work outside of these hours will be charged at time and a half. In the event that support is required at weekends, a quote will be provided separately.

Any annual leave dates affecting the Project will be notified to the Client as early as possible.

### 4. SCOPE OF WORK AND DURATION OF SERVICES

a. The Client will ensure that any Projects which have a deadline will be communicated to the Contractor allowing enough time for the Project to be scheduled and completed. All tasks will be completed or acknowledged, and an expected completion date advised, within 24 hours (except at weekends or holidays). If a task is urgent and requires action within 24 hours, it is the responsibility of The Client to notify The Contractor of the task and any deadline by phone, and not by email. In the event that the Contractor does not have availability to complete the Project by the required deadline, the Contractor may offer to complete the Project out of hours at a premium rate.

b. By way of this Agreement the Contractor will deliver the Project to the Client in the format agreed to by the parties and in the agreed timeframe.

c. The Contractor shall update the Client on a regular basis regarding the status of the Project and deliver the completed Project to the Client on or before the agreed end date (if applicable).

Any errors must be reported within three (3) days of receipt of completed Project. Errors generated by The Indispensary Limited will be rectified free of charge.

- d. Further iterations or editing after any agreed end date may be subject to further fees.
- e. Final proofreading and checking of all work supplied is the responsibility of the Client.

## **5. CHANGES TO PROJECT ASSIGNMENT**

The Client understands that the Contractor's estimated time and cost for completing the Project is an informal calculation and that any adjustments to the amount of work, schedule and/or the number of hours and fees is subject to review and renegotiation with the Client when necessary.

Should ongoing Project work be suspended or delayed through any default of the Client, the Contractor shall be entitled to immediate payment for work already carried out and expenses incurred.

Should Project work be cancelled through any default of the Client, before any assignments have been completed but after contract issue, a set-up fee of £35 will be incurred.

## **6. PACKAGE OPTIONS AND UNUSED TIME**

In the event that the Client has purchased a package of hours or a retained service from the Contractor, these hours must be used within one month of purchase. Any time not used within the month will not be carried over to the following month (except during the onboarding period of the first three months, where hours can be carried over).

The Client shall provide the Contractor at the start of each month details of the services that it requires the Contractor to carry out that month so that the Contractor can effectively manage his/her workload for the Client and all other clients that the Contractor works for. The Contractor shall carry out the services so that the contracted hours are spread evenly through-out the month. For example, a ten-hour retainer shall where possible be worked on the basis of two hours per week. The Contractor provides a weekly update of hours utilised to retainer clients, by email. The Client shall review the update each week and provide new instructions the following week where needed to ensure that the Client's work is undertaken on a weekly basis. The Client shall avoid providing last minute instructions for services at the end of the monthly retainer. The Contractor has the right to decline last minute requests for services at the end of the monthly retainer where the Client has not provided monthly and weekly updates and requests for services in advance. The Contractor may not be able to accommodate last minute requests for services at the end of a monthly retainer period.

In the event that the Client has purchased a day-rate from the Contractor, it is the responsibility of the Client to ensure that enough work is provided for the full seven hours. In the event that there is no further work required, any unused time will not be carried over.

## **7. PAYMENTS & BILLING**

- a. Consultation. The initial 30 minute to one-hour consultation is complimentary;
- b. The Fee. The Client agrees to pay the Contractor the rate as detailed in the Project Scope.
- c. Billable Time. Billable time includes travel, meetings outside of contracted hours, and includes the writing and/or reading of correspondence sent by mail, text, email, social media or any other means. The Client understands that any estimations of time given by the Contractor, and cost for completing the Project is an informal calculation and that any adjustments to the amount of work, schedule and/or the number of hours and fees is subject to review and renegotiation with the Client when necessary;

d. Reimbursable Expenses. The Client shall also reimburse expenses for postage, courier service, photocopying, stationery, printing and telephone calls made on behalf of the Client, and any parking or travel costs.

e. Retainer invoices will be sent monthly at the start of the month. Any hours exceeding the retainer will also be included in this invoice. These invoices are payable on receipt.

f. Clients on contracts with payment in arrears will be invoiced on the 16<sup>th</sup> of the month (for work completed between the 1<sup>st</sup> and 15<sup>th</sup> of the month) and at the start of each month (for work completed between the 16<sup>th</sup> and month end). These invoices are payable within 14 days of the invoice date.

g. Overdue invoices. Interest on overdue invoices shall accrue from the date when payment becomes due calculated on a daily basis until the date of payment at the rate of 8% per annum above the Bank of England base rate from time to time in force. Such interest shall accrue after as well as before any judgment. We reserve the right to cease support in the event of an invoice becoming overdue.

h. Invoicing Remaining Balances.

i) Clients will be invoiced either after an individual Project is completed or at the end of each month. Payment shall be due within fourteen (14) days upon the date of the invoice.

ii) For Retainer Clients where time is reserved for the coming month, invoices will be raised at the start of each month and payment shall be due upon receipt of the invoice.

iii) For Clients purchasing a package, where time is reserved for the coming month, invoices will be raised upon contract signing and payable in full prior to commencement of any work.

iv) Any final invoices shall include billable time, reimbursable expenses, and any other fees related to the Project.

Payment to be made by bank transfer to:

STARLING BANK  
THE INDISPENSARY LIMITED  
Sort Code: 60-83-71  
Account Number: 23779462

i. Once an invoice becomes overdue, no further work will be undertaken;

j. A detailed time report will be provided with the invoice unless the Client requests otherwise.

k. Rates will be reviewed on 1 April each year.

## **8. CANCELLATION FEES AND RETURN OF WORK**

Either party may terminate this agreement by giving 72-hours' notice. If either party terminates the agreement, the Client shall pay the Contractor for work done up to the date of termination. The Contractor shall deliver to the Client all services performed on the Project, up to the time of the termination, and the final invoice within 72 hours. The Client shall then settle the balance of the final invoice within one week.

Retainers and regular monthly support. Where the Client has a retainer or regular monthly support agreement with the Contractor, one month's notice is required, applicable from the 1<sup>st</sup> of the month. Work should continue to be delegated at the same level during the notice period and

will be completed by the Contractor as per the agreement. Any payments for services due within the notice period should be paid on the normal payment date, and work will be completed by the Contractor for this sum. Once this work has been completed, the agreement will be terminated.

In the event that the Client has booked specific dates or times to work 1:1 with the Contractor, and cancels the booking, a charge of 50% of the booking will be charged in any instances where less than 48 hours' notice is given.

The Contractor can terminate the provision of the Project immediately if the Client:

- a. Commits a material breach of your obligation under this Agreement; or
- b. Fails to pay any amount due under the Agreement on the due date for payment; or
- c. Is or becomes or, in our reasonable opinion, are about to become, the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtor; or
- d. Enters into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with its creditors; or
- e. Convenes any meeting of their creditors, enters into voluntary or compulsory liquidation, has a receiver, manager, administrator or administrative receiver appointed in respect of their assets or undertakings or any part of them, any documents are filed with the court for appointment of an administrator in respect of the Client, notice of intention to appoint an administrator is given by the Client or any of the Client's Directors or by a qualifying floating charge holder (as defined in para. 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for the winding up or for the granting of an administration order in respect of the Client, or any proceedings are commenced relating to insolvency or possible insolvency.

## **9. CONFIDENTIALITY**

a. The Consultant hereby agrees that during the course of his or her engagement under this Agreement they are likely to obtain knowledge of trade secrets and also other confidential information with regard to the business and financial affairs of the Client and those of the Client's clients, customers and suppliers details of which are not in the public domain ('Confidential Information'), and accordingly the Consultant hereby undertakes to and covenants with the Client that:

- They shall not at any time during this Agreement or at any time after the Termination Date use or procure the use of the name of the Client in connection with their own or any other name in any way calculated to suggest that they continue to be connected with the business of the Client or in any way hold themselves or herself out as having such connection without the Client's express permission.
- They shall not use the Confidential Information other than during the continuance of this Agreement and in connection with the provision of the Services; and
- They shall not [at any time (save as required by law) disclose or divulge to any person other than to officers or employees of the Client whose province it is to know the same any Confidential Information and he or she shall use his or her best endeavours to prevent the publication or disclosure of any Confidential Information by any other person.
- The restrictions set out in Clause 9a shall cease to apply to information or knowledge which comes into the public domain otherwise than by reason of the default of the Contractor. The Contractor shall keep the Project and the Confidential Information and not use it for personal gain or promotion without written consent of the Client.

The business affairs of the Client shall not be discussed or disclosed to any third parties.

## **10. INDEMNIFICATION BY CONTRACTOR**

The Contractor shall be responsible for infringing upon the rights of authors, organisations, institutions, copyright holders, or others, as a result of plagiarism, libel, slander, or any other misuse of any material only when undertaking independent work for the Client and not when acting under the Client's direct instruction. The Contractor shall indemnify the Client for any and all claims, damages, costs, and expenses, including legal fees, incurred by the Client as a result of said infringements. If the infringement occurs as a result of the Client's direct instruction then the Contractor will not be held liable.

## **11. NOTICES AND AMENDMENTS**

This Agreement shall not be amended except by written agreement signed by both parties. Any notice or other communication in connection with this Agreement shall be in writing and hereunder deemed effective when transmitted by post or email to the Contractor or Client.

## **12. DATA PROTECTION AND DATA PROCESSING**

a. Both parties will comply with all applicable requirements of the Data Protection Legislation. Clause 12 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation. In this Clause Applicable Laws means (for so long as and to the extent that they apply to the Consultant) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK.

b. The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the data controller and the Consultant is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).

c. Without prejudice to the generality of sub-clause 12a, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data (as defined in the Data Protection Legislation) to the Consultant for the duration and purposes of the Contract.

d. Without prejudice to the generality of Sub-clause 12a, the Consultant shall, in relation to any Personal Data processed in connection with the performance by the Consultant of its obligations under the Contract:

- Process that Personal Data only on the written instructions of the Business unless the Consultant is required by Applicable Laws to otherwise process that Personal Data. Where the Consultant is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Consultant shall promptly notify the Business of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Consultant from so notifying the Client;
- Ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its

systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

- Ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- Not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:
  - i. The Client or the Consultant has provided appropriate safeguards in relation to the transfer;
  - ii. The Data Subject (as defined in the Data Protection Legislation) has enforceable rights and effective legal remedies;
  - iii. The Consultant complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
  - iv. The Consultant complies with reasonable instructions notified to it in advance by the Business with respect to the processing of the Personal Data;
- Assist the Client, at the Client's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;]
- Notify the Client without undue delay on becoming aware of a Personal Data breach;
- At the written direction of the Client, delete or return Personal Data and copies thereof to the Client on termination of the agreement unless required by Applicable Law to store the Personal Data; and
- Maintain complete and accurate records and information to demonstrate its compliance with this Clause 12.

e. The Client consents to the Consultant appointing an Associate as a third-party processor of Personal Data under the Contract. The Consultant confirms that it has entered with the third party processor into a written agreement Incorporating terms which are substantially similar to those set out in this Clause 12. As between the Business and the Consultant, the Consultant shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this Clause 12.]

f. Either party may, at any time on not less than 30 days' notice, revise this Clause 12 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to the Contract).

### **13. VARIATION**

No variation to these terms and conditions shall be binding unless agreed to in writing between the Contractor and the Client.

#### **14. WAIVER**

A waiver of any right pursuant to this Agreement or by law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default.

No failure or delay by either party in exercising any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy nor shall it prevent or restrict the further exercise of that or any other right or remedy.

No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

#### **15. TAX STATUS**

This Agreement constitutes a contract for the provision of services and not a contract of employment and accordingly the Contractor shall be fully responsible for and shall indemnify the Client for and in respect of:

- any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with either the performance of the services or any payment or benefit received in respect of the services, where such recovery is not prohibited by law. The Contractor shall further indemnify the Client against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the Client in connection with or in consequence of any such liability, deduction, contribution, assessment or claim;
- any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought against the Client arising out of or in connection with the provision of the services.

#### **16. BREACH**

If either party commits a breach of this Agreement the party impacted by the breach will issue a written notice detailing the remedy required. If the breach has not been remedied within 30 days of the date of the notice this Agreement will be terminated immediately by giving notice in writing.

If either party enters into compulsory or voluntary liquidation or is declared bankrupt or becomes unable to pay debts as they arise this Agreement will be terminated immediately by giving notice in writing from one party to the other.

In either situation the date of termination will be the date of the notice.

#### **17. FORCE MAJEURE**

Neither party shall be liable for any matter which results in the other party being delayed in or unable to fulfil provisions of this Agreement including but not limited to weather conditions, acts of God, governmental actions, national emergency, acts of terrorism acts of war, protests strikes, riot, civil commotion, disruption to telecommunication or broadband systems, fires, flood or failures of suppliers or subcontractors to supply.

#### **18. LAW**

This agreement and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the law of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

#### **19. INTELLECTUAL PROPERTY**

“Intellectual Property Rights” patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

The Contractor warrants to the Client that if required:

- it will provide:
  - a written and valid assignment of all existing and future Intellectual Property Rights in the any works or inventions and of all materials embodying such rights; and
  - a written irrevocable waiver of all the Contractor's statutory moral rights in the works; and
- the Contractor will hold on trust for the Client any such rights in which the legal title has not passed (or will not pass) to the Client.

The Contractor hereby assigns to the Client all existing and future Intellectual Property Rights in the works and inventions and all materials embodying these rights. Insofar as they do not vest automatically by operation of law or under this Agreement, the Contractor holds legal title in these rights and inventions on trust for the Client.

The Contractor undertakes at any time either during or after the Project to execute all documents, make all applications, give all assistance and do all acts and things, at the expense of the Client and at any time either during or after the Project, as may, in the opinion of the Client, be necessary or desirable to vest the Intellectual Property Rights in, and register or obtain patents or registered designs in, the name of the Client and to defend the Client against claims that works embodying Intellectual Property Rights or inventions infringe third party rights, and otherwise to protect and maintain the Intellectual Property Rights in the works. The Contractor confirms that the Contractor has given written undertakings in the same terms to the Contractor.

The Contractor:

- irrevocably appoints the Client to be its attorney in its name and on its behalf to execute documents, use the Contractor's name and do all things which are necessary or desirable for the Client to obtain for itself or its nominee the full benefit of this clause; and
- acknowledges that a certificate in writing, signed by any director or the secretary of the Client, that any instrument or act falls within the authority conferred by this Agreement, shall be conclusive evidence that such is the case so far as any third party is concerned.

## **20. NO EMPLOYMENT OR PARTNERSHIP**

a. The Consultant is an independent contractor and nothing in this Agreement shall render or be deemed to render the Consultant an employee, worker or agent of the Client and the Consultant shall not hold himself or herself out as such. This Agreement does not create any mutuality of obligation between the Consultant and the Client and neither party seeks to create or imply any



mutuality of obligation between the parties in the course of the performance of this engagement or during any notice period. The Client is not obliged to offer work to the Consultant, nor is the Consultant obliged to accept work where it is offered.

b. The Consultant may choose to delegate performance of the Services to such suitably qualified and experienced personnel as he or she may from time to time deem appropriate. The Business has the right to refuse the replacement if, in the reasonable view of the Client, the replacement is not sufficiently qualified to undertake the work. The Consultant must provide details of the name of the delegate/substitute. The Consultant will be responsible for remunerating the delegate/substitute, such that there will be no further payments outside of the agreed terms to pay for any handover period between the Consultant and the delegate/substitute. When a delegate/substitute is appointed, the provisions relating to sub-processor obligations under Clause 12 will apply.

c. This Agreement constitutes a contract for the provision of services and not a contract of employment and accordingly the Consultant shall be fully responsible for and shall indemnify the Client for and in respect of:

- Any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance of the Services, where the recovery is not prohibited by law. The Consultant shall further indemnify the Business against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the Client in connection with or in consequence of any such liability, deduction, contribution, assessment other than where the latter arise out of the Business' negligence or wilful default;
- Any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Consultant or any substitute against the Client arising out of or in connection with the provision of the Services, except where such claim is as a result of any act or omission of the Client.

d. The Client may at its option satisfy such indemnity (in whole or in part) by way of deduction from any payments due to the Consultant.

e. Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

## **21. NON-SOLICITATION**

The Client will not, for a period of 6 months after the termination of the contract, approach any of the Associates of the Contractor for purposes of seeking to offer them employment or to offer a direct working agreement with them. The Client acknowledges that any breach in this contract will be subject to court rulings for direct and indirect damages and / or compensation.

If one of our Associates is introduced to the Client by us and is subsequently offered and accepts any form of direct engagement, whether employment or contract for services (either directly by the Client or via a third party) we reserve the right to charge a finder's fee. The finder's fee is 20% of the gross starting salary (or equivalent) (excluding any bonuses or commissions) and applies where an offer is made within 6 months of the introduction or last contact facilitated by us. The invoice for the fee will be raised on the first day following the end of the contract with The Indispensary, with payment due within 14 days of invoice.

The Contractor is not an employment agency.

## **22. CONTACT DETAILS**

Telephone: 07814218142

Email: joanne.manville@theindispensary.co.uk

Address: The Indispensary Limited, c/o GX Accountancy and Bookkeeping Services, 1 Fortescue Court, Thorverton, Devon, EX5 5JN

Signed on behalf of the Contractor



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

Name: Joanne Manville \_\_\_\_\_

Signed on behalf of the Client

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

Name: \_\_\_\_\_

**END.**