

# GENERAL SERVICE AGREEMENT



## Welcome to Friday at Five!

As part of our collaboration, there's a little housekeeping we need to complete to ensure we're aligned. Please read the following agreement which also covers our approach to GDPR, let me know if you have any questions.

Please return a signed copy. Thanks.

THIS GENERAL SERVICE AGREEMENT (the "Agreement") dated [insert date 00-MMM-000]

### BETWEEN:

CLIENT	CONTRACTOR
	Friday at Five Ltd.
	Anita Newton
	The Stables 1 Marr Hall Farm Court Marr, Doncaster, DN5 7AT

### BACKGROUND

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

In consideration of the matters described above and of the mutual benefits and obligations detailed in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree to the following:

### SERVICES PROVIDED

1. The Client agrees to engage the Contractor to provide the Client with the following services (the "Services"):
  - a. [insert detail]
2. The Services will also include any other tasks which both Parties agree on. The Contractor hereby agrees to provide such Services to the Client.
3. Where the Client uses a PO system.
  - a. The Client will provide a valid PO number to cover the Services within 5 working days of the agreement being signed.
  - b. The Client agrees that work will not commence until the Contractor has a valid PO number.

### TERM OF AGREEMENT

4. 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 with the written consent of the Parties.

### PERFORMANCE

5. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

### CURRENCY

6. All monetary amounts referred to in this Agreement are in GBP, unless agreed otherwise.

### PAYMENT

7. The Contractor will charge the Client a flat fee of [insert £000] per day (exclusive of VAT) for the Services (the "Payment").
8. The Client will be invoiced as follows:
  - a. [insert values]
9. Invoices submitted by the Contractor to the Client are due within 14 days of receipt.
10. The above Payment excludes Value Added Tax at 20%.
11. The Contractor will be responsible for all income tax liabilities and National Insurance or similar contributions relating to the Payment and the Contractor will indemnify the Client in respect of any such payments required to be made by the Client.

### REIMBURSEMENT OF EXPENSES

12. The Contractor will be reimbursed from time to time for reasonable and necessary expenses incurred by the Contractor in connection with providing the Services.
13. If greater than the value of £100 the Contractor can request that they are paid upfront.
14. All expenses must be pre-approved by the Client and will be subject to VAT at 20%.

## **PENALTIES FOR LATE PAYMENT**

15. Any late payments will trigger a fee of 10.00% per month on the amount still owing.

## **CONFIDENTIALITY**

16. Confidential information (the "Confidential Information") refers to any data or information relating to the Client, whether business or personal, which would reasonably be considered to be private or proprietary to the Client and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
17. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any confidential information which the Contractor has obtained, except as authorised by the Client or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.
18. All written and verbal information and material disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

## **OWNERSHIP OF INTELLECTUAL PROPERTY**

19. All intellectual property and related material (the "Intellectual Property") that are developed or produced under this Agreement, will be the property of the Contractor. The Client is granted a non-exclusive limited-use license of this Intellectual Property.
20. The title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Contractor.

## **RETURN OF PROPERTY**

21. Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

## **YOUR PERSONAL DATA**

22. The Contractor named in the footer of this document will be the 'Controller' of the personal data you provide to us.
23. Unless otherwise agreed with you, we will only collect basic personal data about you, which does not usually include any special categories of personal information about you (often known as 'sensitive personal data'). This information does, however, include the following information for you and your employees: name, job title, email address, contact address and phone numbers.
24. We need to know basic personal data to perform the services detailed within this Agreement and keep you up-to-date with our activities. You can choose to unsubscribe from these communications at any time by sending an email to the address detailed in the footer.
25. All the personal data we hold about you will be used by the Contractor only. We will not send your data to any third parties unless you have specifically agreed on it with us in advance.
26. We take all reasonable steps to ensure that your personal data is processed securely.
27. We will generally keep your personal data for an indefinite period of time so that we can maintain your service and keep you up to date with any key developments that may benefit your business. This may include a newsletter and information communications via email. Your information will be kept with us until you notify us that you no longer wish to receive this information. You have the right to withdraw consent at any time.
28. Under data protection legislation, you have several rights regarding the use of your personal data, as follows:
  - a. If at any point you wish to either confirm whether your personal data is being processed and/or access the data we hold on you, you can request to see this information, usually free of charge, and we will respond to this request within a month.
  - b. You also have the right for certain data you have given to the Contractor, to be provided to you in a structured and commonly used electronic format (for example, a Microsoft Word and Excel), so that you can move, copy or transfer this data easily to another data controller. You may also request that we transmit this data directly to another organisation where it is practical for us to do so.
  - c. You are entitled to have data deleted if it is no longer needed or there is no longer a legitimate reason for the processing, or if the data in question has otherwise unlawfully been processed. You may also request deletion of your personal data if it was only being processed as a result of you consenting to this and you now withdraw your consent.
29. If you wish to raise a complaint about how we have handled your personal data, including any of the rights outlined above, you can contact Friday at Five using the details in the footer and your concerns will be investigated. We will respond to this request within a month.
30. If you are not satisfied with our response or believe we are processing your data unfairly or unlawfully, you can complain to the Information Commissioner's Office (ICO). You can find further information about the ICO and their complaints procedure here: <https://ico.org.uk/concerns/>.

## **NOTICE**

31. 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 Client and Contractor Parties at the above addresses or to such other address as either Party may from time to time notify the other.

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## CANCELLATION OR CHANGES TO THE AGREEMENT

32. Once a date has been agreed for the delivery of the work our standard cancellation policy will apply:
- If work is cancelled within 28 working days of the agreed start date there will be a cancellation charge of 50% of the agreed fee.
  - If work is cancelled within 14 working days of the agreed start date there will be a cancellation charge of 75% of the agreed fee.
  - If work is cancelled within 7 working days of the agreed start date there will be a cancellation charge of 100% of the agreed fee.
  - If work is rescheduled to take place within three months of the original date, a cancellation fee to cover administration will be charged at 10% of the Agreement value.
  - If the event does not take place on the rescheduled date, cancellation fees of 100% will be charged. No further re-scheduling of the date will be accepted.
  - Where a number of dates have been agreed for the delivery of the work then the appropriate cancellation charge will be applied for each individual date, in line with 32a-e.

## OTHER FEATURES

33. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.
34. 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.
35. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.
36. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.
37. This Agreement will ensure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.
38. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.
39. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
40. This Agreement will be governed by and construed in accordance with the laws of England.
41. 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.
42. 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.

The signing of this agreement confirms that both parties are happy to enter and be bound by the terms.

CLIENT		CONTRACTOR	
TBA		Friday at Five Ltd.	
Signed:		Signed:	
Print:		Print:	
Position:		Position:	
Date:		Date:	

Please return a signed copy back to the email address below, this will be signed by Friday at Five and a copy returned to yourself for your records.

Many thanks