

UK SERVICES AGREEMENT

Location: _____ Date: _____

PARTIES:

Service Provider Name: _____

Registered Address: _____

Company Registration Number: _____

Client Name: _____

Client Address: _____

BACKGROUND:

The Service Provider agrees to provide professional services to the Client as set out in this Agreement, and the Client agrees to engage the Service Provider on the terms and conditions contained herein. This Agreement sets out the full understanding between the parties and supersedes any prior agreements or arrangements.

1. DEFINITIONS AND INTERPRETATION

In this Agreement, unless the context otherwise requires: 'Services' means the services to be provided by the Service Provider as described in Schedule 1; 'Client Materials' means any documents, data, or materials provided by the Client for the purpose of the Services; 'Confidential Information' has the meaning given in clause 13.

2. SERVICES

The Service Provider shall provide the Services with reasonable skill, care and diligence in accordance with recognised professional standards. The Services shall be performed in compliance with all applicable laws of England and Wales.

3. TERM

This Agreement shall commence on the date agreed between the parties and shall continue until the Services have been completed or this Agreement is terminated in accordance with clause 9.

4. FEES AND PAYMENT

The Client shall pay the Service Provider the fees set out in Schedule 2. Payment shall be made within 30 days of receipt of a valid invoice. All fees are exclusive of VAT, which shall be payable in addition where applicable.

5. EXPENSES

The Client shall reimburse the Service Provider for all pre-approved reasonable and necessary expenses properly incurred in the performance of the Services upon presentation of valid receipts.

6. CLIENT'S OBLIGATIONS

The Client shall provide all necessary access, information, and materials required by the Service Provider to perform the Services in a timely manner.

7. INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights in any materials created by the Service Provider in the course of providing the Services shall belong to the Service Provider unless otherwise agreed in writing. The Client is granted a non-exclusive, non-transferable licence to use such materials for its internal purposes only.

8. CONFIDENTIALITY

Each party shall keep confidential and shall not disclose to any third party any Confidential Information received from the other party except as permitted by this Agreement or required by law.

9. TERMINATION

Either party may terminate this Agreement by giving 30 days' written notice to the other party. Either party may terminate immediately by written notice if the other party commits a material breach and fails to remedy it within 14 days of receiving written notice requiring it to do so.

10. CONSEQUENCES OF TERMINATION

Upon termination, the Client shall pay for all Services properly performed and expenses incurred up to the date of termination. The Service Provider shall deliver to the Client all work in progress, whether complete or incomplete.

11. LIMITATION OF LIABILITY

The Service Provider's total liability arising under or in connection with this Agreement shall not exceed the total fees paid by the Client under this Agreement. Neither party shall be liable for any indirect or consequential loss or damage.

12. FORCE MAJEURE

Neither party shall be liable for any failure or delay in performing its obligations under this Agreement due to causes beyond its reasonable control including, but not limited to, acts of God, war, terrorism, government action, or industrial disputes.

13. DATA PROTECTION

Each party shall comply with all applicable data protection legislation including the UK GDPR and the Data Protection Act 2018. Personal data shared under this Agreement shall be processed solely for the purposes of performing this Agreement.

14. ASSIGNMENT AND SUBCONTRACTING

The Service Provider shall not assign or subcontract the performance of the Services in whole or in part without the

prior written consent of the Client. The Client may assign this Agreement upon written notice to the Service Provider.

15. ENTIRE AGREEMENT

This Agreement, including all Schedules, constitutes the entire agreement between the parties relating to its subject matter and supersedes all prior agreements, communications or understandings.

16. AMENDMENTS

No amendment or variation of this Agreement shall be effective unless it is in writing and signed by authorised representatives of both parties.

17. SEVERABILITY

If any provision of this Agreement is found to be invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect and the invalid provision shall be replaced by a valid provision that most closely reflects the parties' original intent.

18. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of England and Wales. The parties submit to the exclusive jurisdiction of the courts of England and Wales to settle any dispute arising out of or in connection with this Agreement.

19. NOTICES

All notices under this Agreement shall be in writing and delivered by hand, pre-paid post, or email to the addresses set out at the start of this Agreement or as otherwise notified in writing.

20. SIGNATURES

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall together constitute one and the same instrument. Electronic signatures shall be deemed as valid as originals.

SERVICE PROVIDER SIGNATURE

CLIENT SIGNATURE

Signature: _____

Signature: _____

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