

## CONTRACT FOR SERVICES

**Date:**

**Parties:**

1. ("The Company") **and**
2. Helen Stott, Marketing Doris, PO Box 131, Lymm WA13 0WB ("The Consultant") **or** Associate details

### RECITALS

- (A) The Consultant has certain skills and abilities, which may be useful to the Company from time to time.
- (B) The Consultant is an independent contractor willing to provide services to the Company as set out below.
- (C) The Consultant may agree with the Company to appoint an Associate of Marketing Doris as an alternative to using the Consultant.

### AGREEMENT

#### 1. **Consultancy Services**

- 1.1. The Company engages the Consultant to provide consultancy services to the company relating to (Marketing Support) and the Consultant agrees to provide such services upon the terms and conditions set out below.

#### 2. **Duration**

- 2.1. This agreement shall commence on <date> and shall continue unless terminated by either party serving upon the other not less than 1 month's notice in writing.

#### 3. **Consultant Services**

- 3.1. The Consultant will provide the Marketing Consultancy services
- 3.2. The Consultant shall provide her services continuously for 12 months, with reasonable care and skill to the best of her ability.
- 3.3. Any additional services may be agreed from time to time.

#### 4. **Fee**

- 4.1. The Company shall pay the Consultant a fee of £450 per day for the Project. Should any additional time be afforded to the project, proportionate compensation for that time is subject to be billed at the rate of £75 per hour/per day.
- 4.2. Payment of fixed fees are as follows - 50% due prior to commencement of the Project with payment within 14 days of receipt of invoice. The balance invoice will be sent electronically within 24 hours of completion and delivery of work. In the case of ongoing or delayed projects, work is subject to invoicing in stages.

4.3. Payment of retainer fees or fees for ad hoc work are payable monthly in advance by standing order or by direct debit on or by the 1<sup>st</sup> of each month and in any event within 14 days of receipt of invoice.

4.4. Statements will be issued for late payments and the Consultant reserves the right to charge interest at 5% per week on overdue accounts.

## 5. **Expenses**

5.1. The Company shall reimburse the Consultant for out of pocket expenses reasonably incurred by her in the proper provision of her services hereunder if on request the Consultant shall provide the Company with such vouchers or other evidence of actual payment of such expenses as the Company may require eg travel / telephone / hotel. Third party costs are excluded from such expenses.

## 6. **Cancellation Charges**

6.1 Cancellation of work will be subject to the following charges:  
Consultancy meeting (diagnostic or brainstorming session) - following receipt of written confirmation but prior to commencement – 100% of total fee  
Retained services – 50% of the unexpired element of the contract.

## 7. **Termination**

7.1 Without limitation the Company may by notice in writing immediately terminate the Agreement if the Consultant shall:

- 7.1.1 Be in breach of any of the terms of this agreement which, in the case of a breach capable of remedy shall not have been remedied by the Consultant within 21 days of receipt by the Consultant of a notice from the Company specifying the breach and requiring its remedy;
- 7.1.2 Be incompetent, guilty of gross misconduct and/or any serious or persistent negligence in the provision of her services hereunder;
- 7.1.3 Fail or refuse after written instruction to provide the services reasonably and properly required of her hereunder;
- 7.1.4 Conduct her self in any manner which, in the reasonable opinion of the Company, brings or is likely to bring the Company into disrepute by association.

**PROVIDED ALWAYS** the Company may not terminate this Agreement solely for the Consultant's absence through illness or injury unless such illness or injury prevents the Consultant from providing any agreed services to the Company for a consecutive period of eight weeks or for an aggregate period of twelve weeks in any period of 12 calendar months.

## 8. **Confidential Information**

8.1 The Consultant acknowledges that during this agreement she will have access to and be entrusted with information in respect of the business of the Company and its dealings, transactions and affairs all of which information is or may be confidential.

- 8.2 The Consultant shall not (except in the proper performance of her duties under this agreement) during or after termination of this agreement (without limit in time) :-
- (a) Disclose or permit the disclosure to any person whatever or otherwise make use of (and shall use her best endeavours to prevent the publication or disclosure of) any trade secrets or any confidential information relating to the Company's technology or other know-how, business plans or finances or any of its dealings, transactions or affairs or any trade secrets or any such confidential information concerning any of the company's customers or suppliers;
  - (b) Use any such information for her own benefit or directly or indirectly for the benefit of any person, firm or company or in any manner which would or might be detrimental to the Company.
- 8.3 All notes and memoranda of any trade secrets or confidential information concerning the business of the Company or any of its suppliers or customers which shall be acquired, received or made by her during the course of this agreement shall be the property of the Company and shall be surrendered by her to the Company upon the termination of this agreement howsoever caused or at the request of the Company at any time during the course of this Agreement.

**PROVIDED THAT** this clause shall not apply to any information which comes into the public domain through no breach of obligation by the Consultant or which she is ordered to disclose by a court of competent jurisdiction.

## **9. Post Termination Obligations**

In this clause "Services" means those services provided by the Company consisting of Marketing activities in respect of which the Consultant has had dealings during the currency of this agreement **OR**

"Prospective Customer" means a person, firm or Company who is not a customer of the Company but who has been approached on behalf of or who has approached the Company within four months prior to the termination of this agreement with a view to obtaining the Services.

- 9.1 The Consultant agrees that she will not at any time within six months after the termination of this agreement directly or indirectly for her own account or for any other person, firm or Company :-
- (a) Seek, solicit or entice business or orders from any person, firm or Company who is or was during the twelve months preceding the termination of this agreement a client or customer of the Company or a prospective customer and with whom he had dealings for the Services **OR** to whom she has been introduced in connection with the services during the said twelve month period.
  - (b) Cause or encourage any of the Company's suppliers to cease, delay, restrict, reduce or otherwise vary the terms of its suppliers to the Company.

- (c) Represent herself or permit herself to be represented as being connected with or a successor to the company or as acting on behalf of the Company.
  - (d) Represent, promote, advertise or refer to her previous connection with the Company so as to seek to utilise any of the goodwill of the Company.
  - (e) Carry on, cause or permit to be carried on any business using any names, styles, logo or image which is or has been used by the Company or which in the opinion of the Company is calculated to cause confusion with such a name style, logo or image to imply connection with the Company.
  - (f) Seek to entice away from the Company or solicit the employment or engagement in office of any person who is or was within six months preceding the termination of this agreement an employee or officer of the Company (in the case of an employee being a person employed in a management or sales capacity) and with whom she had dealings in the said twelve month period.
- 9.2 Each of the restrictions in this clause 9 are separate restrictions for the separate benefit of the Company and shall be saveable one from another. The Consultant acknowledges that the restrictions are both necessary to protect the legitimate interests of the Company and do not bear undue hardship on her.
- 9.3 The Company shall have the right at any time during or after the termination of this agreement by written notice to reduce the scope or extent of any of the restrictions in this clause 9.

## 10. **Status and Tax Liabilities**

- 10.1 The parties declare that it is their intention that the Consultant shall have the status of a self employed person and shall not be entitled to any pension, bonus or other fringe benefits from the Company and it is agreed that the Consultant shall be responsible for all income tax liabilities and national insurance or similar contributions in respect of her fees and the Consultant agrees to indemnify the Company against all demands for primary class 1 national insurance contributions and any income tax, penalties, interest in respect of the Consultant's services hereunder and against its costs of dealing with such demands.
- 10.2 The relationship between our clients and Marketing Doris is strictly professional. Consultants are assigned on the understanding that clients will not, during assignments or thereafter for a period of one year, directly or indirectly, offer employment or assignments to the consultants or solicit or procure their employment by any other company, organisation or individual with which the clients are connected.
- 10.3 Upon completion of a project, all reports, recommendations and materials shall become the absolute property of the client. For the purposes of this clause, completion of the project shall mean:
- a) completion by us of the minimum period specified for the carrying out and completion of the project as determined by our

analysis and agreed by the client or such other period as may be agreed between us for completion.

- b) that the client has paid all our invoices and no monies are outstanding to us.

**11. Notice**

- 11.1 Any notice required by this agreement to be given by either party to the other shall be in writing and shall be served by sending the same by registered post or recorded delivery to the last known address of the other party and any receipt issued by the postal authorities shall be conclusive as evidence of the fact and date of posting of any such notice.

**12. Novation**

- 12.1 The Consultant shall be entitled to assign, novate or otherwise dispose of all its obligations under this Agreement or any part thereof to any Contracting company including private sector body or any other body established under statute.
- 12.2 The Company agrees that the Consultant shall be entitled to disclose to any Transferee any Confidential Information which relates to the performance of this Agreement. In such circumstances the Company shall authorise the Transferee to use such Confidential Information only for purposes relating to the performance of this Agreement and for no other purposes and shall take all reasonable steps to ensure that the Transferee accepts an obligation of confidence.

**13. Force Majeure**

- 13.1 No delay or failure in performance by either party shall constitute default under this Agreement or give rise to any claim for damages or loss of anticipated profits if such delay or failure is caused by an occurrence beyond the reasonable control and without the fault or negligence of the party.

**14. Entire Agreement**

- 14.1 This agreement sets out the entire agreement of the parties and supersedes all prior arrangements and understandings relating to its subject matter.

**15. Relevant Law**

- 15.1 This Agreement will be interpreted and construed in accordance with English Law and any dispute in relation to it will be resolved in English Courts.

Signed for and on behalf of the  
Company:

Signed for and on behalf of the  
Consultant:

Dated: