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CLERICAL AND ADMINISTRATIVE SUPPORT (SERVICE COMPANY)

THIS AGREEMENT is made the
BETWEEN:

- (1) <<Name of Company>> a <<Country of Registration>> under
number <<Company Registration Number>> whose registered office is at
<<Registered office>> ("the Company")
- (2) <<Name of Contractor>> a <<Country of Registration>> under
number <<Company Registration Number>> whose registered office is at <<Insert
Contractor's Address>> ("the Contractor")

WHEREAS:

The Company appoints the Contractor to provide and administrative Services ("the
Services") to the Company and to provide such Services for the
Duration of the Agreement and upon the terms and conditions in the Agreement.

IT IS AGREED as follows:

1. Definitions

In this Agreement, unless otherwise stated, the following words and
expressions shall have the following meanings:

- 1.1 Commencement Date: the date on which the Agreement commences;
1.2 Services: [The clerical and administrative Services to be performed by the
Contractor under this Agreement shall include:
<<Insert a description of the Services to be carried out by the
Contractor>>];
and
such other services as may be agreed upon from time to time, during
the term of the Agreement.]

OR

- [The clerical and administrative Services to be performed by the Contractor
under this Agreement shall be set out in the Schedule of Services.]
- 1.3 Termination Date: the date on which the Contractor's appointment hereunder
is terminated.
- 1.4 Worker: any person employed by the Contractor, with
suitable skill, knowledge and experience who is nominated and engaged by
the Contractor to carry out the Services on behalf of the Contractor.

2. Duration of the Agreement

The Agreement shall commence on the Commencement Date <<Insert
Date of Agreement>> until the Termination Date <<Insert Date>> or until the Termination Date
when this Agreement is terminated in accordance with Clause 12.

3. Contractor's Obligations

- 3.1 For the duration of the Agreement, the Contractor shall:

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3.1.1 perform the Services in accordance with Clause 1 of] [the Schedule to] this Agreement;

3.1.2 make a Work schedule for the Company for not less than <<Insert minimum working hours during each day and for not less than <<Insert number of working days>> working days during each week;

3.1.3 ensure that the Contractor fulfils the obligations of the Contractor in an efficient manner to the best of his/her ability; and

3.1.4 keep the Company informed of progress on the Services and in particular to report on the progress of the day-to-day performance of the Services.

3.2 Subject to any relevant provisions of the Schedule, the Contractor is exclusively entitled to determine the order for organising when, how, and in what order the Services are provided, but shall liaise with the Company's representative to ensure that the Contractor has taken of the impact of the timing of the Services to the Company's activities of the Company and any other contractors involved.

3.3 The Contractor may at any time (and on one or more occasions) provide the Services to the Company. The Contractor shall consult with the Company and shall only accept any such Worker if in its reasonable opinion, taking into account its knowledge, or experience, that the use of such a substitute Worker will not result in the Services being unduly delayed by reason of the absence due to the Contractor's authorised representative. The Contractor shall in any event always provide the Services to the Company if the delay occasioned is not unacceptable.

3.4 The Contractor is responsible for the quality of the work undertaken by its Workers on the Services. The Contractor shall ensure that its Workers shall do so competently and with reasonable care.

3.5 It is understood and agreed that the Contractor's activities and working methods and those of its Workers shall at all times exclusively for the Company and under the Contractor's control. The Company shall not seek to supervise, direct or control the Contractor or any Worker in the provision of the Services. The Company shall have any right to do so.

4. Fee

4.1 The Company shall pay the Contractor a fee of <<e.g. hourly>> fee of <<Insert hourly fee>> (excluding any applicable tax) for the provision of the Services.

4.2 These fees are to be paid to the Contractor on the working day of each calendar month. The Contractor's invoice to the Company at least <<e.g. one week>> prior to that date. The invoice shall be submitted within that month and the fees shall be shown separately on the invoice. The Contractor is registered for Value Added Tax, the fees shall be shown separately on the invoice.

4.3 If there are periods of inactivity for the Contractor to perform, the Contractor shall be paid for those periods. Fees are payable only in respect of Services performed.

5. [Expenses]

5.1 The Company shall reimburse the Contractor travelling expenses only reasonably incurred in the performance of their obligations hereunder other than those incurred in travelling between their normal place of business and the place where the Contractor's Services are to be carried out.

5.2 In order to obtain reimbursement as set out in Sub-Clause 5.1 the Contractor must provide such evidence of actual payment of such expenses as the Company may reasonably require.]

6. Late Payment

If the Company fails to make payment to the Contractor under Clause(s) 4 [and 5] on the due date then, without prejudice to any other right or remedy available to the Contractor, the Contractor shall be entitled to:

6.1 terminate this Agreement if the Company fails to make payment within <<Insert number of days>> working days of the date of the notice from the Contractor giving full particulars of the amount due, requiring such payment to be made within <<Insert number of days>> days; and

6.2 charge the Company with interest on the amount unpaid, at the rate of two per cent per annum above the base rate of <<Insert Bank Name>> from the due date for payment until payment is made by the Contractor of the overdue sum, together with the cost of such interest. The Company shall pay the interest due

7. Status of Contractor and

7.1 The Contractor's status is that of an independent contractor. The Contractor shall be responsible for all taxes and contributions (including, but not limited to, social security and national insurance, where applicable) in respect of the Contractor's Services payable to the Contractor under the relevant legislation.

7.2 The Contractor hereby releases the Company in respect of any claims that may be made by the Contractor against the Company in respect of any contributions, including interest and penalties, relating to the Contractor's Services under this Agreement.

7.3 The Contractor shall be responsible for all of its expenses and, where applicable, VAT.

8 No Employment

Nothing in this Agreement shall be construed to constitute or give rise to a partnership, joint venture, or any other form of employment relationship between the Company and the Contractor.

Parties, or any employee of the Company or the Contractor, shall not enter into any contractual relationship except as provided in this Agreement.

any Worker and either the Company or the Contractor shall not enter into any contractual relationship other than the one provided in this Agreement.

9. Exclusivity of Service and

9.1 The Contractor may provide the Services but the Contractor shall not, without the written consent of the Company, be directly or indirectly engaged or employed where this is or is likely to be in conflict with the interest of the Company where this may adversely affect the efficient discharge of the Contractor's duties under this Agreement.

which are the same as or similar to the Services but the Contractor shall not, without the written consent of the Company, be directly or indirectly engaged or employed where this is or is likely to be in conflict with the interest of the Company where this may adversely affect the efficient discharge of the Contractor's duties under this Agreement.

9.2 For the purposes of this Agreement, without limitation, provided the Contractor is engaged in business similar to that of the Company, such business being <<Insert description of business>>.

of interest is deemed to include, but not limited to, any business similar to that of the Company, such business being <<Insert description of business>>.

10 Confidential Information

10.1 The Contractor shall not, during the duration of this Agreement (except in the proper discharge of its obligations) nor at any time (without the written consent of the Company) directly or indirectly:

the duration of this Agreement (except in the proper discharge of its obligations) nor at any time (without the written consent of the Company) directly or indirectly:

10.1.1 use for their own business or the business of any other persona, company, or organisation whatsoever;

of any other persona, company, or organisation whatsoever;

10.1.2 disclose to any third party, in whatever form, whatsoever;

business entity or other organisation in whatever form, whatsoever;

any trade secrets or confidential information of the Company or its subsidiaries, including but not limited to any such information relating to customer lists or requirements, price lists of pricing structures, business plans or information, business plans or information and plans, designs, research activities, any document or information which they have been told is confidential or which they reasonably expect the Company would regard as confidential or which has been given to the Company or any subsidiary in confidence by customers, suppliers and other persons.

information relating or belonging to the Company or its subsidiaries, including but not limited to any such information relating to customer lists or requirements, price lists of pricing structures, business plans or information, business plans or information and plans, designs, research activities, any document or information which they have been told is confidential or which they reasonably expect the Company would regard as confidential or which has been given to the Company or any subsidiary in confidence by customers, suppliers and other persons.

10.2 The Contractor shall not, throughout the Duration of this Agreement make any disclosure of confidential information relating to any matter within the scope of the Contractor's obligations or affairs otherwise than for the benefit of the Company.

throughout the Duration of this Agreement make any disclosure of confidential information relating to any matter within the scope of the Contractor's obligations or affairs otherwise than for the benefit of the Company.

10.3 The obligations contained in 10.1 above shall cease to apply to any information or confidential information which has subsequently come into the public domain after the termination of this Agreement, other than by way of unauthorised disclosure.

10.1 above shall cease to apply to any information or confidential information which has subsequently come into the public domain after the termination of this Agreement, other than by way of unauthorised disclosure.

11 Intellectual Property

All records, documents, papers, drawings, designs, plans, specifications, copyright protected works, and summaries thereof) and other intellectual property created by the Contractor in the course of carrying out its obligations under this Agreement, together with all the worldwide

and summaries thereof) and other intellectual property created by the Contractor in the course of carrying out its obligations under this Agreement, together with all the worldwide

copyright and design rights
property of the Company.

and at all times remain the absolute

12 Termination

- 12.1 Either Party may terminate this Agreement at any time without notice and without giving any reason.
- 12.2 This Agreement shall be terminated in the following circumstances:
- 12.2.1 either Party fails to comply with the terms and obligations of this Agreement, and the failure, if not remedied within <<insert number>> days of written notice of such failure from the other Party; or
- 12.2.2 either Party becomes insolvent, or is in liquidation – either voluntary or compulsory, or is subject to the winding up or poses of bona fide corporate reconstruction, or a receiver is appointed over the whole or any part of its assets.
- 12.3 The termination of this Agreement shall be without prejudice to any rights which have already accrued to either Party under this Agreement.

13. Liability

- 13.1 This Clause 13 sets out the liability of the Parties to each other for any breach of contract, or for any tortious act or omission (including breach of statutory duty) arising out of or in connection with this Agreement.
- 13.2 Subject to sub-Clause 13.3, each Party shall be liable to the other, whether in contract, tort (including breach of statutory duty or misrepresentation), or for breach of statutory duty, for any loss, profit, loss of revenue, loss of anticipated saving, business interruption or other loss or damage which may be derived from the use of any asset, loss of data recorded on any computer, or any special commercial, economic, indirect or consequential loss or loss that may be suffered by the other Party that is caused by a breach of this Agreement.
- 13.3 Nothing in this Clause shall limit the provisions of this Agreement shall:
- 13.3.1 limit the liability of either Party for fraud or fraudulent misrepresentation, or for death or personal injury caused by negligence;
- 13.3.2 exclude or limit the liability of either Party under or in respect of the provisions of this Agreement.
- 13.4 Subject to Clause 13.3, the liability of either Party arising out of or in connection with this Agreement (including negligence), restitution (including tort (including breach of statutory duty or misrepresentation or otherwise) shall be limited to the sum of <<insert sum>>[the total of the fees for this Agreement for all Services carried out during the period of the Agreement preceding the date such liability arose.

14. Force Majeure

14.1 No Party to this Agreement shall be liable for any failure or delay in performing their obligations under this Agreement if such failure or delay results from any cause that is beyond the control of that Party ("Force Majeure"). Such causes include, but are not limited to: power failure, internet service provider failure, inclement weather, fire, flood, storms, earthquakes, acts of terrorism, and any other similar or dissimilar event or circumstance beyond the control of the Party in question.

14.2 [In the event that a Party cannot perform their obligations hereunder as a result of a Force Majeure event for a continuous period of <<insert period>>, the other Party may, at its option, terminate this Agreement by written notice at the discretion of the other Party. In the event of such termination, the Parties shall agree to a reasonable payment for all work completed up to the date of termination. Such payment shall take into account any prior contract performance of this Agreement.]

15. Company Property

On the termination of this Agreement, the Contractor must immediately return to the Company in accordance with the specifications, software, materials, and other documents (and any copies thereof) and any other property of the Company which are in the Contractor's control. The Contractor will, if so required by the Company, provide evidence that they have complied with their obligations under this Clause.

16. No Waiver

No failure or delay by either Party shall be deemed to be a breach of any provision of this Agreement or a subsequent breach of the same. No failure or delay by either Party shall be deemed to be a waiver of any of its rights under this Agreement.

17. Assignment and Sub-Contracting

17.1 Subject to sub-Clause 17.2, neither Party may assign or sub-contract any of its rights hereunder, or its obligations hereunder without the written consent of the other Party, which consent not to be unreasonably withheld.

17.2 The Contractor shall not be relieved of any of the obligations undertaken by it through any of its employees, agents, or through suitably qualified and experienced sub-contractors or through any act or omission of such other parties. The Contractor shall, for the purposes of this Agreement, be deemed to be the assignor of the Contractor.

18. Third Party Rights

18.1 No one other than the Contractor, its employees, agents, transferees, successors or

by of its terms and accordingly the
shall not apply to this Agreement.

all continue and be binding on the
her Party as required.

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it by either Party to the other shall be deemed to be signed by, or on behalf of, a Party if signed by, or on behalf of, a Party.

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ess hours of the recipient; or

and a return receipt is generated; or

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Agreement between the Parties with
modified except by an instrument
representatives of the Parties.

into this Agreement, it does not
 other provision except as expressly
 itions, warranties or other terms
 ded to the fullest extent permitted

services available except for the agreement. The engagement of the Consultant without the Services does not create any obligation of the Company or the Contractor to offer any other products or services. No continuing obligation shall be created.

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ed in accordance with the Laws of
to the exclusive jurisdiction of the
bute and/or legal proceedings in
ereunder.

executed the day and year first

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for and on behalf of <<Company Name>>

In the presence of
<<Name & Address of Witness>>

SIGNED by

<<Name and Title of person signing>>
for and on behalf of <<Contractor's Name>>

In the presence of
<<Name & Address of Witness>>

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