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**“Services Agreement”**

## “Detailed Terms”

## “Detailed Terms”

## “Commercial Terms”

## “Party”

2.1 Except for Clauses  
HOT is not intended

- © Simply-Docs BS.MOU.07 Memorandum of Understanding

2.4 The Parties agree a oral or written state warranty, promise, the date of this H services arrangem express term of the

### 3. Services Agreement

The Services Agreement w Parties whereby Company Detailed Terms, and the S conditions, working arrang forming, and relating to suc

### 4. Commercial Terms

The following Commercial them will form part of the D

4.1 The Services are to from that date [u Agreement;] OR [u time in months or y Services Agreement

4.2 In relation to the p time will [not] be of

4.3 The expertise of the

4.4 The Services to be this HOT

4.5 The Company ma contract with any o Agreement any serv

4.6 The Supplier may contract to provide Agreement any serv the same as the Se

4.7 Supplier's remunera

4.7.1 The Supplie will pay it <<

4.7.2 [A retainer w

OR

[A retainer o <<state whe

4.8 All amounts of rem any VAT. If VAT i relevant rate applica

4.9 All remuneration du Supplier must prov

agreed in Clause 6 of this HOT, no (negligent or otherwise), and no ment (whether before, on, or after effect in relation to the proposed t is agreed and included as an

d services agreement between the as a Supplier of Company on the contain all of and the only terms, s, and other matters governing, s between the Parties.

inciple, and the definitive version of vices Agreement:

t agreed date>> and will continue t to the terms of the Services mplete] OR [for <<insert period of earlier termination provided by the

services are to be for carried out,

<describe here>>

liar are set out in the Schedule to

e prior consent of the Supplier] during the period of the Services the Services.

prior consent of the Company] y during the period of the Services ces are similar to or substantially

and payable as follows:

mount or rate>> and the Company y>>

also] be payable. It will be payable

HOT are [exclusive] [inclusive] of added to those amounts at the

state method of payment>>. [The invoice for remuneration [plus the

- VAT thereon] due to the fact that the Company is not a taxable person for VAT purposes.
- 4.10 [In addition to paying the Supplier's expenses, the Company will reimburse the Supplier for any other type/s of expenses reimbursable and not subject to VAT, provided that the Company has approved the type of expense in advance and the case before it is expended or incurred.]
- OR**
- [The Company will reimburse the Supplier's expenses];
- 4.11 [The Supplier will be responsible for all Income Tax and NI on remuneration paid to him/her as an independent contractor][a self-employed person] and the Company will accordingly be responsible for deducting all Income Tax and NI on remuneration to be paid to the Supplier]
- 4.12 [The Supplier [may] supply [all of the Services] or through the Company [all][any] goods or materials for the purpose of it carrying out the Services [except where the Company is unable to supply any particular goods or materials in any instance] [or][except where the Company is able to obtain them elsewhere at a lower cost];
- 4.13 [There will be a designated person of the Company who is to supervise the Supplier's work <<insert name>>]
- 4.14 [The [Supplier] [and] the Company will keep the following particular records in relation to the Services: <<describe the records that it/they must keep>>. The [Supplier] [and] the Company will have the following rights of inspection of the records: <<describe the rights of inspection>>]
- 4.15 [The Supplier will provide the following [information][instructions] applicable to the Services: <<describe what it must provide>>.] **AND/OR** [The Company will provide the following [information][instructions] applicable to the Services: <<describe what it must provide>>.] **OR** [The Supplier will provide special [requirements], [information][instructions] applicable to the Services to the Supplier as follows: <<describe what it must provide>>.]
- 4.16 [The Supplier will provide technical support to the Company as follows: <<describe how it must do so>>.] **OR** [The Company will provide technical support to the Supplier as follows: <<describe how it must do so>>.]
- 4.17 [The Supplier is responsible for ensuring compliance with all relevant legislation in connection with the Services [except that the Company is responsible for ensuring compliance with the following relevant legislation: <<insert relevant legislation>>].]
- 4.18 [The Supplier must provide indemnity cover of at least <<state amount>>]
- 4.19 [The Supplier will provide indemnity in the Services Agreement in favour of the Company of the following type/s <<state types>>. The Supplier's indemnity and warranty will not

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covered>> and will be limited to  
vents] **OR** [for each event]. The  
y amount attributable to default or

Indemnity in the Services Agreement  
Performance of the following type/s  
Under the warranty and indemnity will  
not covered>> and will be limited to  
[instances] OR [for each instance:]

Material arising from the carrying out of Services Agreement will vest in the [Supplier][Company] those rights to use that material will be [Supplier][Company] [subject to describe scope of licence>>]

Access to the Company's premises.  
[b] [and] [on the number of the  
Company's premises will be as follows:  
Numerical or other limits on Supplier's

As, the Company may terminate the  
 a period of <<insert period of  
 may contract with another  
 each within that period and if the  
 compensation as follows:

of Supplier breach>>]

ement [on prior notice to the other  
<<list events which will entitle it to

ent, the confidentiality and non-  
agreement will [not] remain effective  
od>>:]

poach any of the staff of the other  
 >] after the end of the Services  
 ces Agreement

its obligations under the Services of the Company]. [Prior notice of all] of the Supplier's obligations of the Supplier to the Company];

enable by the Company [only with Services Agreement will [not] be or consent of the Company]. [Prior ate period>> must be given by the

## 5. Ongoing Discussion and

- 5.1 The Parties will not be bound by any discussions or negotiations until they have produced, or signed, any Services Agreement;
- 5.2 Nevertheless, but without prejudice to the Parties' intention to do so, the Parties intend in good faith to conduct discussions and negotiations for a Services Agreement as soon as reasonably possible;
- 5.3 Either Party may, but without prejudice to the other, at any time and for any reason, or no reason, and without liability to the other, terminate their discussions or negotiations or any services agreement between them, and, except for Clause 5.4, all thereupon cease; and
- 5.4 If a Services Agreement is entered into, it shall supersede and replace this HOT and, subject to Clause 5.3.

## 6. Confidentiality and Data

- 6.1 Each Party ("the Disclosing Party") shall not disclose or make available to the First Party any confidential information, including but not limited to information concerning the business, affairs, customers, or suppliers of the Disclosing Party, which is or might be relevant to a services agreement ("Confidential Information"), the First Party shall not use Confidential Information for any purpose other than the evaluation or negotiation of a services agreement with the Other Party or the making of a Services Agreement;
- 6.2 Neither Party is legally bound to make available to the Other Party any Confidential Information in connection with their discussions and negotiations relating to a Services Agreement, the Parties anticipate that they will make available Confidential Information to each other;
- 6.3 Neither Party shall be liable for any inaccuracies in any Confidential Information that it supplies or makes available to the Other Party;
- 6.4 If at any time either Party provides Confidential Information to the Other Party, the Other Party shall do so promptly and in confidence, and shall destroy any copies it has made of the Confidential Information;
- 6.5 Each Party acknowledges that damages alone would be an inadequate remedy for breach of Clause 6, and that an injunction, or specific performance, should be awarded against the defaulting Party in the event of an actual breach by it of this Clause 6, without prejudice to any other remedies that either Party may have available;
- 6.6 In this Clause 6:
  - 6.6.1 "Data Protection Legislation" means (1) unless and until GDPR is not in force in the UK, GDPR and any national legislation implementing or amending it, and secondary legislation (as amended from time to time) in the UK and subsequently 2) any legislation which relates to the processing of personal data;
  - 6.6.2 "GDPR" means the EU Regulation 2016/679 General Data Protection Regulation; and

- 6.6.3 “personal data” as defined in the Data Protection Legislation.
- 6.7 If in connection with the Services or otherwise processed by the First Party (“First Party”) collects, holds or otherwise processes personal data, the First Party undertakes to the Other Party (“Other Party”)
- 6.7.1 for the purpose of discussion, negotiation, drafting, and entering into the Services Agreement;
- 6.7.2 in accordance with the rights under the Data Protection Legislation and the rights under the Legislation of the Other Party and the Legislation of any third party;
- 6.7.3 in accordance with the Privacy Notice. A copy of each Privacy Notice in the Schedule to this HOT][is made available on the First Party’s website and provided to the Other Party on or before the date of the Services Agreement.
- 6.8 Any personal data shared by the First Party with the Other Party in connection with this HOT shall be shared only in accordance with the terms of a Data Sharing Agreement entered into by the Parties before any such sharing occurs.

## 7. Law and Jurisdiction

- 7.1 This HOT, and the Services Agreement, shall be governed by the law of England and Wales, and all disputes or claims arising out of or in connection with the Services Agreement shall be referred to and construed in accordance with, the laws of England and Wales.
- 7.2 [Subject to Clause 7.3, any dispute, controversy, proceedings or claim between the Parties relating to the proposed or actual Services Agreement shall fall to be determined by the courts of England and Wales.
- 7.3 [Any dispute, controversy, proceedings or claim between the Parties relating to this HOT or the proposed or actual Services Agreement is to be dealt with by means of [arbitration] [and/or] [arbitration] as follows: <<set out provision for arbitration and/or arbitration>>]

## SCHEDULE

The Services referred to in Clause 6.7.3 are:

[ ]

**Attach a copy of each Privacy Notice referenced in Clause 6.7.3**

## EITHER

[SIGNED on the above date for and on behalf of the First Party (name of Company>>]:

By <<Name and Title of person signing>>:

\_\_\_\_\_  
Authorised Signature

**OR**

\_\_\_\_\_  
[SIGNED on the above date by <<Name and Title of person signing>>]

\_\_\_\_\_  
Signature

**AND**

**EITHER**

\_\_\_\_\_  
[SIGNED on the above date for and on behalf of <<Name of Supplier>>]:

By <<Name and Title of person signing>>

\_\_\_\_\_  
Authorised Signature

**OR**

\_\_\_\_\_  
[SIGNED on the above date by <<Name and Title of person signing>>]

\_\_\_\_\_  
Signature

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