

CONTRACT FOR SERVICES

THIS AGREEMENT is made on *(date)*

AND IS MADE BETWEEN:

(Name of The Client) whose address is *(address)*
(hereinafter called "the Client") or

Where the agreement is signed on the client's behalf, the Representative who signs the agreement

- Agrees to irrevocably guarantee (by way of primary obligation) that the client will perform all the Terms of this agreement; (in case of a relative or other third party)
- Commits the client to performing all the Terms of this agreement (in the case of a deputy or attorney).

(Name of The Representative) whose address is *(address)*
(hereinafter called "the Representative") and

(Name of Personal Assistant) whose address is *(address)*
(hereinafter called "the Personal Assistant")

2. Definitions:

The Parties shall be "the Personal Assistant" and "the Client" as defined in this agreement.

In this Agreement the following terms and phrases shall have the following meaning unless the context requires otherwise:

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- Commencement Date *(date)*.
- The Client the person signing this Agreement
- The Personal Assistant the person signing this agreement who shall be the person providing the services under this agreement
- The Representative the person the Client has appointed to act on their behalf
- Assignment the services to be performed by the Personal Assistant in the course of his or her Assignment there under as set out in the Client Guide, such services to be provided using reasonable skill and care.
- Client Guide the document that the Personal Assistant will create with the Client setting out the physical, personal care and any other support needs the client has, and any special preferences she or he may want.
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- Termination Date the date on which the Personal assistants Assignment hereunder is terminated.
- Notice in Writing either a written letter or email to recho.ward@rechowardenterprises.co.uk.
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2. **Assignment:**

- 1.1 With effect from the Commencement Date, the Personal Assistant is to provide personal care and support services in accordance with the Client Guide for the client. Unless this Agreement is terminated by either party serving not less than 2 weeks' notice in writing on the other.
- 1.2 If the Client offers one or more further Assignments to the Personal Assistant they are deemed to be regulated by this contract unless agreed to the contrary.
- 1.3 The Personal Assistant may accept or Decline any Assignment.^[1]_[SEP]
- 1.4 The Personal Assistant acknowledges that this Agreement imposes no obligation on the Client or their Representative to provide the Personal Assistant with any additional Assignments.

3. **Personal Assistant Obligations:**

The Personal Assistant:

- 3.1 To undertake and provide the Services in accordance with the Client Guide.
- 3.2 To the best of his/her ability, and of an appropriate level of skill and experience to meet the needs of the Client.
- 3.3 To delegate performance of his/her Services to such suitably qualified and experienced personnel as he or she may from time to time deem appropriate if he/she is unable at any time to perform his/her services due to circumstances beyond his or her control. The delegation will be subject to the Clients or Representatives approval.

4. **Fee**

- 4.1 Fees for the Services to be as follows:

(Daily Personal Assistant Fee)
(Bank Holiday Fee)
(Other agreed Fees) ie Night Calls

- 4.2 The Personal Assistant's travelling expenses must be agreed before the commencement of each assignment. They are payable by the Client to the Personal Assistant, calculated at the rate of second class public transport. If the Personal Assistant uses their car, an allowance of 45 pence per mile shall be paid. The Client is responsible for the Personal Assistant's travel to the Client's home at the commencement of each Assignment and the Personal Assistant's return expenses to their home.
- 4.3 Before the Personal Assistant sends their first invoice to the Client or their Representative, they will provide true copies of their UTR Registration Certificate

(where applicable) or Certificate of Incorporation under the Companies Acts and their bank account details (unless payment is to be made by cheque).

5. Invoices and Payment

Unless specifically agreed otherwise, Invoices will be submitted weekly by the Personal Assistant and payment made within 4 days. In the event that there are periods when there are no Services for the Personal Assistant to perform, the Contractor shall be paid an agreed retainer for these periods.

6. Expenses

The Personal Assistant shall be entitled to be reimbursed by the Client for all out of pocket expenses wholly, exclusively and properly incurred in the performance of the Services subject to the Personal Assistant providing the Client with vouchers, receipts or other evidence of actual payment of such expenses and subject to the arrangement being specifically agreed in advance by the Client.

7. Confidentiality

7.1 The Contractor hereby agrees that during the course of his or her appointment under this Agreement he or she is likely to obtain knowledge of trade secrets and also other confidential information with regard to the business and financial affairs of the Company and those of the Company's clients, customers and suppliers details of which are not in the public domain ('Confidential Information'), (including in particular (specify relevant matters)) and accordingly the Contractor hereby undertakes to and covenants with the Company that:

7.1.1 he or she shall not at any time after the Termination Date use or procure the use of the name of the Company in connection with his or her own or any other name in any way calculated to suggest that he or she continues to be connected with the business of the Company or in any way hold himself or herself out as having such connection;

7.1.2 he or she shall not use the Confidential Information other than during the continuance of this Agreement and in connection with the provision of the Contractor Services; and

7.1.3 he or she shall not at any time after the date of this Agreement (save as required by law) disclose or divulge to any person other than to officers or employees of the Company whose province it is to know the same any Confidential Information and he or she shall use his or her best endeavours to prevent the publication or disclosure of any Confidential Information by any other person.

7.2 The restrictions set out in Clause 7.1 shall cease to apply to information or knowledge which comes into the public domain otherwise than by reason of the default of the Contractor.

8. Delivery up of Documents

Upon the expiration or termination of his or her Assignment under this Agreement for whatsoever cause, the Personal Assistant shall forthwith deliver up to the Client or their

representative all keys and any swipe card, credit cards, computer hardware or documents, account records and any other papers which may be in his or her possession, custody or control and which are the property of the Client or which otherwise relate in any way to the affairs of the Client and no copies of the same or any part thereof shall be retained by him or her.

9. Termination of Agreement

Either party shall have the right at any time to terminate this Agreement by not less than 2 days' notice in writing to the other party. In addition, the Company shall have the right to terminate this Agreement at any time by summary notice without any payment in lieu in the event of the Contractor:

10. Tax Liabilities

The Personal Assistant and the Client declare and confirm that it is the intention of the parties that the Personal Assistant shall have the status of a self-employed person and shall be responsible for all income tax liabilities and national insurance or similar contributions in respect of his or her fees and accordingly the Personal Assistant hereby agrees to indemnify the Client in respect of any claims that may be made by the relevant authorities against the Client in respect of income tax and national insurance or similar contributions relating to the Services under this Agreement.

11. Indemnity

The Personal Assistant further warrants to the Client that they will:

11.1 take out and maintain throughout the term of this Agreement, adequate insurance in respect of Public Liability Insurance coverage with an insurance office of repute to protect themselves against any liabilities arising out of this Agreement and shall produce, at the request of the Client, a copy of the insurance policy or policies and relevant renewal receipts for inspection by the Client 1 week of the Commencement Date.

12. Data Protection

The Company and the Contractor agree to comply with all applicable data protection legislation, including but not limited to the Data Protection Act 1998 and any subsequent amendments thereto.

13. Notices

All notices shall be in writing and shall be deemed to have been duly given when delivered by hand, posted by pre-paid first class post or sent by email to the intended recipient at the address and/or email address stated in this Agreement or to such other address or email address as that party may specify to the other in writing. Notices sent by email shall be deemed received the first business day following such delivery of sending, and notices which have been posted as above shall be deemed received on the second business day following posting. Notices given by the Company shall be deemed properly served on the Contractor.

14. No Employment

Nothing in this Agreement shall render or be deemed to render the Personal Assistant an employee of the Client. This Agreement does not create any mutuality of obligation between

the Personal Assistant and the Client.

15. Entire Agreement

This Agreement contains the entire agreement and understanding of the parties relating to the subject matter of this Agreement and extinguishes all previous agreements between the parties relating to the subject matter hereof.

16. Force Majeure

16.1 If either party to this Agreement is prevented or delayed in the performance of any of its respective obligations under this Agreement by “force majeure”, then such party shall be excused the performance for so long as such cause of prevention or delay shall continue;

16.2 For the purpose of this Agreement ‘force majeure’ shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of such party and inter alia including, but not limited to the following:

16.2.1 Strikes, lockouts or other industrial action;

16.2.2 Civil commotion, riot, invasion, war threat or preparation for war;

16.2.3 Fire, explosion, storm, flood, earthquake, subsidence, epidemic, bad weather or other natural physical disaster;

16.2.4 Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; and

16.2.5 Political interference with the normal operations.

17. Survival of Causes of Action

The termination of this Agreement howsoever occurring shall not affect the rights and liabilities of the parties already accrued at such time nor affect the continuance in force of such of its provisions as are expressed as or capable of having effect after such termination.

18. Severability

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of this Agreement shall continue in full force and effect as if this Agreement had been executed with the illegal or unenforceable provision eliminated.

19. Waiver

19.1 Failure of any party to insist upon strict performance of any provision of this Agreement or the failure of any party to exercise any right or remedy to which he or she is entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations under this Agreement.

19.2 No waiver of any of the provisions of this Agreement shall be effective unless it is expressly stated to be such and signed by all the parties to this Agreement.

20. Communications

Any communication to be given pursuant to the terms of this Agreement shall be in writing and shall be delivered by hand or sent by post to the address of the addressee as set out in this Agreement or such other address (being in Great Britain) as the addressee may from time to time have notified for the purpose of this Clause; or sent by facsimile transmission to the addressee’s fax number as from time to time notified.

21. Dispute Resolution

In the event of a dispute arising out of or in connection with this Contract and which has not been resolved following discussions and negotiations between a person or persons appointed or authorised by the Client and the personal Assistant, then they undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.

22. Law and Jurisdiction

This Agreement is governed by the laws of England and Wales and the parties submit to the jurisdiction of the Courts of England and Wales.

SIGNED:

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Client

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(or Representative of Client)

SIGNED:

.....
(Name of Personal Assistant)