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## **CONTRACT FOR HR SERVICES**

THIS AGREEMENT is made on [DATE].

AND IS MADE BETWEEN:

[NAME OF COMPANY] Limited whose registered office is at [REGISTERED OFFICE] ('the Company');  
and

CG PRO-ACTIVE HR LTD OF 2 PARKFIELD CRESCENT, TAMWORTH, B77 1HB ('the Provider')

### **1. Definitions**

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

**Commencement Date** [DATE]

**Services** The services to be performed by the Provider in the course of his or her performance hereunder as set out in the Schedule to this Agreement, such services to be provided using reasonable skill and care

**Termination Date** The date on which the Provider's performance hereunder is terminated

**Data Protection Legislation** Means the Data Protection Act 2018 which incorporates the GDPR

### **2. Agreement**

With effect from the Commencement Date, the Provider is (subject to Clause 9) appointed as a Provider to the Company to carry out the project of [SPECIFY PROJECT] to completion unless this Agreement is terminated by either party serving not less than two weeks' notice in writing on the other.

### **3. Duties**

3.1 The Provider agrees:

3.1.1 To undertake and provide the Services in accordance with any brief and deadline set by the Company;

3.1.2 To manage and carry out the Services in an expert and diligent manner and to provide the services to the best of his or her commercial, technical and creative skill;

3.1.3 To notify the Company of any additional activities or other engagements which might lead to any conflict of interest between the Provider and the best interests of the Company during the period of this Agreement;

3.1.4 To delegate performance of the Services to such suitably qualified and experienced personnel as he or she may from time to time deem appropriate if he or she is unable at any time to perform his or her Services due to circumstances beyond his or her control. The Provider must notify the Company if this power to delegate is exercised and provide details of the name of the delegate;

3.1.5 To keep the Company informed of progress on the Services in which they are engaged and shall produce written reports on the same from time to time. While the Provider's method of working is entirely their own and they are not subject to the control of the Company, they shall nevertheless comply with this and any other reasonable requests of the Company.

#### **4. Fees**

4.1 Fees for the Services will be as set out in the Schedule to this Agreement or as further agreed between the Provider and the Company for additional Services from time to time.

4.2 Where applicable, VAT will be added at the appropriate rate.

#### **5. Invoices and Payment**

Unless specifically agreed otherwise, invoices will be submitted monthly by the Provider and payment made within 14 days. In the event that there are periods when there are no Services performed by the Provider, the Provider shall not claim a retainer for these periods. The fee is only payable in respect of Services actually provided.

#### **6. Expenses**

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

#### **7. Confidentiality**

7.1 The Provider hereby agrees that during the course of his or her performance 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, employees, customers and suppliers details of which are not in the public domain ('Confidential Information'), and accordingly the Provider 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 be entitled at any time during the continuance of this Agreement and after the Termination Date to use the name of the Company in a reasonable way for the continued marketing of the Provider's business;

- 7.1.3 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 Provider Services; and
  - 7.1.4 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 Provider.

## **8. The Company's Property**

Upon the expiration or termination of this Agreement for whatsoever cause, the Provider shall forthwith deliver up to the Company or its authorised representative all its property, including all equipment, keys, swipe cards, computer hardware and/or software, 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 Company or which otherwise relate in any way to the business or affairs of the Company and no copies of the same or any part thereof shall be retained by the Provider other by agreement of both parties. He or she shall then (if required by the Company) make a declaration that the whole of the provisions of this clause have been complied with.

## **9. Termination of Agreement**

- 9.1 Either party shall have the right at any time to terminate this Agreement by not less than two weeks' notice in writing to the other party.
- 9.2 The Provider shall have the right to terminate this Agreement at any time by summary notice in the event of the Company:
  - 9.2.1 Being in material or persistent breach of any of the terms of this Agreement;
  - 9.2.2 Being subject to a bankruptcy or winding up order or having an interim order made against the Company;
  - 9.2.3 Doing any action manifestly prejudicial to the interests of the Provider or which in the opinion of the Provider may bring the Provider into disrepute;and the Company shall be liable for any fees outstanding for work carried out by the Provider to the time of summary notice for any of the reasons specified pursuant to Clauses 9.2.1 to 9.2.3
- 9.3 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 Provider:
  - 9.3.1 Being in material or persistent breach of any of the terms of this Agreement;
  - 9.3.2 Having a bankruptcy order made against him or her or making any arrangement with his or her creditors or having an interim order made against him or her;

9.3.3 Doing any action manifestly prejudicial to the interests of the Company or which in the opinion of the Board may bring the Company into disrepute;

and, save for fees already notified to the Company by invoice in accordance with this Agreement, the Provider shall have no claim against the Company in respect of the termination of this Agreement for any of the reasons specified pursuant to Clauses 9.3.1 to 9.3.4.

## **10. Tax Liabilities**

The Company and the Provider declare and confirm that it is the intention of the parties that the Provider shall be responsible for all income tax liabilities and national insurance or similar contributions in respect of the Provider's employees and accordingly the Provider hereby agrees to indemnify the Company in respect of any claims that may be made by the relevant authorities against the Company in respect of income tax and national insurance or similar contributions relating to the Services under this Agreement.

## **11. Indemnity**

The Provider further warrants to the Company that they will take out and maintain throughout the term of this Agreement, adequate insurance 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 Company, a copy of the insurance policy or policies and relevant renewal receipts for inspection by the Company.

## **12. Data Protection and Data Processing**

12.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This Clause 12 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

12.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Company is the data controller and the Provider is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).

12.3 Without prejudice to the generality of clause 12.1, the Company will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data (as defined in the Data Protection Legislation) to the Provider for the duration and purposes of the contract.

12.4 Without prejudice to the generality of clause 12.1, the Provider shall, in relation to any personal data processed in connection with the performance by the Provider of its obligations under this Agreement:

12.4.1 Process that personal data only in agreement with the Company unless the Provider is required by applicable laws to otherwise process that personal data;

12.4.2 Ensure that it has in place appropriate technical and organisational measures (available on request for review and approval by the Company) to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be

protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services);

- 12.4.3 Ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential;
- 12.4.4 Not transfer any personal data outside of the European Economic Area unless the prior written consent of the Company has been obtained;
- 12.4.5 Assist the Company, at the Company's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 12.4.6 Notify the Company without undue delay on becoming aware of a personal data breach;
- 12.4.7 At the written direction of the Company, delete or return personal data and copies thereof to the Company on termination of the agreement unless required by applicable law to store the personal data; and
- 12.4.8 Maintain complete and accurate records and information to demonstrate its compliance with this clause 12.

### **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 to the intended recipient at the address stated in this Agreement or to such other address as that party may specify to the other in writing. Notices which have been posted as above shall be deemed received on the second business day following posting.

### **14. No Employment**

Nothing in this Agreement shall render or be deemed to render the Provider an employee or agent of the Company. This Agreement does not create any mutuality of obligation between the Provider and the Company.

### **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, promises, assurances, warranties, representations and understandings between the parties, whether written or oral.

**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 Terrorism, 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. 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:

.....  
Director  
For and on behalf of CG Pro-Active HR Ltd

SIGNED:

.....  
Director  
For and on behalf of the Company

**SCHEDULE**

**SERVICES**

Provision of xxx services

**FEES**

£XX