



020 3488 6829 
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Sales and Services Agreement for Administrative Services

Effective Date: Refer to date purchased

Between

KLR Branding (*A trading name used by David Orchard-Lisle, a sole trader*) Address: 29 Woolram Wygate, Spalding, PE11 1PB Email: info@klrbranding.co.uk Telephone: 020 3488 6829 Mobile: 07984 646929

And

The Purchaser Company or persons who place order for services

Recitals

This Agreement sets out the terms and conditions for the provision of administrative services by KLR Branding to the Purchaser. Both parties acknowledge that they have reviewed the terms and had the opportunity to seek independent legal advice. It is intended that this Agreement clarifies the complete arrangements for the provision of such services.

1. Definitions and Interpretation

1.1 **"Agreement"** means this Sales and Services Agreement including any schedules or Order confirmations attached hereto.

1.2 **"Services"** means the administrative services provided by KLR Branding under this Agreement, which include but are not limited to:

- Creating Excel spreadsheets
- Developing Access databases
- Drafting letters and other documents
- Data entry tasks including form completion and mailbox management
- Any additional administrative tasks agreed upon in writing (e.g., via email).

1.3 **"Order"** means any written confirmation (including email correspondence) whereby the Purchaser specifies the required Services and KLR Branding confirms commencement and completion arrangements.

1.4 **"Confidential Information"** means any non-public information disclosed by one party to the other in connection with this Agreement.

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2. Scope of Agreement

2.1 Services Provided: KLR Branding agrees to provide the administrative Services described above. Specific job details—including the scope of work and deliverables—will be agreed between the parties via email and will form an integral part of the relevant Order.

2.2 Commencement and Completion: Where possible, KLR Branding shall commence work on a mutually pre-agreed date. Depending on the size and complexity of each task, some assignments may be completed on the same day, while larger tasks may require work over several days. In all cases, KLR Branding commits to completing the Services as soon as is reasonably possible.

3. Orders and Acceptance

3.1 Order Process: The Purchaser shall communicate job particulars via email. Upon receipt, KLR Branding will confirm acceptance of the Order, which will then form a part of this Agreement.

3.2 Order Details: Each Order issued by the Purchaser will specify the scope, deliverables, and any timing requirements. The corresponding invoice will reflect the actual time worked, as detailed in the Order confirmation.

4. Pricing and Payment

4.1 Fees and VAT: The Services are charged at a rate of £20 per hour, with work billed in 15-minute increments (i.e., £5 per quarter hour). KLR Branding is not VAT registered; therefore, no Value Added Tax (VAT) will be applied to or charged on any invoices.

4.2 Invoicing: KLR Branding will invoice for the previous week's work at the start of each week. Each invoice will include a detailed breakdown of the hours (or 15-minute intervals) worked as per the accepted Orders.

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4.3 Payment Terms: Payment is due within one working day of the invoice date.

4.4 Expenses: Any reasonable, out-of-pocket expenses incurred by KLR Branding in connection with the Services, provided these have been pre-approved in writing by the Purchaser, shall be reimbursed upon submission of appropriate receipts.

4.5 Late Payment Interest and Charges: If any invoice remains unpaid beyond the stipulated payment terms, interest on the overdue amount shall accrue in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 and its subsequent regulations. Interest will be charged at a rate of 8% above the Bank of England base rate in force on the due date, accruing daily until full payment is received. In addition, the Purchaser may be liable to pay a fixed compensation sum for recovery costs as provided under the Act. These charges are without prejudice to any further rights of KLR Branding under this Agreement or applicable law.

4.6 Price Review and Adjustments: The fees and charges set forth in this Agreement shall be subject to a review every April and may be adjusted in line with business cost increases and inflation. KLR Branding shall provide the Client with at least 30 days' written notice prior to any such adjustment taking effect. Any changes to the pricing will become effective on the date specified in the notice unless the parties mutually agree otherwise in writing.

5. Delivery and Performance

5.1 Work Commencement: Following confirmation of an Order, KLR Branding will commence work within one working day, subject to the job's size and complexity as specified.

5.2 Performance Standard: All Services will be performed with due care and professionalism, in line with industry standards. KLR Branding will use reasonable efforts to complete tasks promptly and to the satisfaction of the Purchaser.

5.3 Delay Due to Illness or Unforeseen Health Circumstances: In the event that KLR Branding is sick or otherwise unwell in a manner that affects its ability to perform the Services, KLR Branding reserves the right to delay the commencement, performance, or completion of the Services. KLR Branding will notify the Purchaser as soon as reasonably possible if such a delay is anticipated and will work to reschedule the affected Services on a mutually agreeable basis.

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6. Intellectual Property

6.1 Ownership and Licence: Unless otherwise agreed in writing, all intellectual property rights in any materials or deliverables created by KLR Branding in performing the Services shall remain with KLR Branding until full payment is received. Upon full payment, the Purchaser is granted a non-exclusive, non-transferable licence to use the deliverables solely for their intended purpose under this Agreement.

6.2 Third-Party Materials: Any third-party materials incorporated into the Services shall remain subject to the relevant third-party licence terms.

6.3 Pre-Existing Intellectual Property: Any intellectual property owned by KLR Branding prior to the commencement of the Services—including methodologies, templates, or processes used in providing the Services—shall remain the sole property of KLR Branding.

7. Warranties and Disclaimers

7.1 Warranty: KLR Branding warrants that the Services will be provided in a professional and workmanlike manner.

7.2 Disclaimer: Except for the express warranty noted above, KLR Branding disclaims all other warranties—whether express, implied, or statutory—including any implied warranties of merchantability or fitness for a particular purpose, to the fullest extent permitted by law.

8. Limitation of Liability and Indemnity

8.1 Limitation of Liability: Subject to applicable law, KLR Branding's total liability under or in connection with this Agreement for any claim arising in relation to the provided Services shall not exceed the total fees paid by the Purchaser for those Services under the applicable Order. Neither party shall be liable for any indirect, consequential, or punitive losses.

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8.2 Indemnity: Each party agrees to indemnify and hold harmless the other party from any claims, damages, or liabilities (including reasonable legal costs) resulting from its own negligence or breach of this Agreement.

9. Confidentiality

9.1 Confidentiality Obligations: Each party shall treat all Confidential Information received from the other as confidential and shall not disclose that information to any third party except where required by law or as necessary for the performance of this Agreement.

9.2 Duration: The confidentiality obligations set forth herein shall survive termination of this Agreement for a period of two (2) years.

10. Term and Termination

10.1 Term: This Agreement commences on the Effective Date and continues in effect until terminated in accordance with the provisions herein.

10.2 Termination for Cause: Either party may terminate this Agreement immediately upon written notice if the other party is in material breach and fails to remedy the breach within 30 days of receiving notice of such breach.

10.3 Termination for Non-Payment: KLR Branding reserves the right to suspend or terminate the provision of Services if payment is not received within one working day following invoicing.

10.4 Termination Without Cause: Either party may terminate this Agreement without cause by providing the other party with at least four weeks' written notice. Termination without cause shall be effective at the end of the notice period, and the Client shall pay for all Services rendered up until the effective termination date.

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11. Governing Law, Dispute Resolution, and Jurisdiction

11.1 Dispute Resolution: In the event of any dispute arising out of or relating to this Agreement, the parties agree to first attempt to resolve the matter by negotiating in good faith. If the dispute is not resolved within 30 days, the parties agree to submit the dispute to mediation before initiating legal proceedings.

11.2 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

11.3 Jurisdiction: Any disputes not resolved by mediation shall be subject to the exclusive jurisdiction of the courts of England and Wales.

12. Miscellaneous

12.1 Entire Agreement: This Agreement, together with any Orders and attachments, constitutes the entire agreement between the parties and supersedes all prior discussions, understandings, or agreements (whether written or oral).

12.2 Amendments: Amendments or modifications to the scope of Services requested by the Purchaser are welcome and shall be charged at the same rate as the Services, based on the time required to implement such changes. Any amendments must be confirmed in writing by both parties to be effective.

12.3 Notices: All notices required under this Agreement shall be in writing and delivered either by hand, sent by recorded delivery/post, or emailed to the addresses provided above. A notice is deemed to be received when delivered in person, upon postal acknowledgment of delivery, or when the email is successfully sent (with no delivery failure notification received).

12.4 Force Majeure: Neither party shall be liable for any delay or failure in performance under this Agreement arising from circumstances beyond its reasonable control, including natural disasters, strikes, or other events constituting force majeure.

12.5 Assignment: Neither party may assign or transfer its rights or obligations under this Agreement to any third party without the prior written consent of the other party.

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12.6 Survival: The provisions of Sections 6, 7, 8, 9, 10, 11, 14, and 15, and any other clauses which by their nature are intended to survive termination, shall survive the termination of this Agreement.

12.7 Consumer Protection: If the Purchaser is acting in a personal capacity rather than on behalf of a business, the Purchaser's statutory rights under applicable consumer protection legislation—including the Consumer Rights Act 2015—shall not be affected by this Agreement.

12.8 Severability: If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be enforced to the maximum extent possible and the remaining provisions shall remain in full force and effect.

13. Acceptance

No signature is required under this Agreement. The purchase of Services by the Purchaser or the submission of an Order by the Purchaser via email or other means shall constitute unconditional acceptance of and agreement to be bound by all the terms and conditions set forth in this Agreement. Acceptance may be provided electronically, and any email confirmation or other electronic communication of acceptance shall constitute a binding signature. This Agreement shall be deemed effective as of the Effective Date upon the Purchaser's purchase or Order acceptance.

14. Data Protection

14.1 Compliance: Where any personal data is processed in connection with the Services under this Agreement, both parties shall comply with all applicable data protection legislation, including the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.

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14.2 Roles and Instructions: Unless otherwise agreed in writing, the Purchaser shall act as the data controller and KLR Branding as the data processor with respect to any personal data processed under this Agreement. KLR Branding shall only process such personal data in accordance with the Purchaser's documented instructions as set out in this Agreement or as further agreed in writing between the parties.

14.3 Security Measures: KLR Branding agrees to implement appropriate technical and organizational measures to protect personal data against unauthorized or unlawful processing and against accidental loss, destruction, or damage. These measures shall be reasonably proportionate to the nature and scope of the personal data processing.

14.4 Data Subject Rights: The parties shall cooperate with each other to enable the Purchaser to respond to any request from a data subject for access, rectification, or deletion of personal data, and to ensure compliance with any applicable data subject rights under the relevant data protection legislation.

14.5 Data Breach: In the event of a data breach affecting personal data processed under this Agreement, KLR Branding shall notify the Purchaser without undue delay upon becoming aware of the breach and shall cooperate with the Purchaser to mitigate any adverse effects of the breach.

14.6 Sub-Processing: KLR Branding shall not engage any sub-processor to process personal data on behalf of the Purchaser without the Purchaser's prior written authorization. Should such authorization be granted, KLR Branding shall ensure that any sub-processing complies with the requirements set forth in this clause.

14.7 Non-Applicability: If the Services do not involve the processing of personal data, then this Data Protection clause shall have no effect.



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15. Independent Contractor Status

15.1 Independent Contractor: Nothing in this Agreement shall be construed to create an employer-employee relationship, partnership, joint venture, or agency relationship between KLR Branding and the Purchaser. KLR Branding is engaged as an independent contractor and retains full control over the manner and means of performing the Services.

15.2 Independent Legal Advice: Each party acknowledges that it has had the opportunity to seek independent legal advice regarding the terms and conditions of this Agreement and enters into it freely and without reliance on any representations not expressly set out herein.

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