

# **INSPIRE VA**

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## **AD-HOC WORKS AGREEMENT**

**THIS AD-HOC WORKS AGREEMENT (the "Agreement") is Between:**

**CLIENT:**  
(the "client")

**CONSULTANT:**                      **INSPIRE VA**  
(the "Consultant")                **6 Lowfield Way, High Wycombe, HP15 7TT.**

### **BACKGROUND**

1. The Client is of the opinion that the Consultant has the necessary qualifications, experience and abilities to provide consulting services to the Client.
2. Consultant is agreeable to providing such consulting services to the Client on the terms and conditions set out in this Agreement.

**IN CONSIDERATION OF** the matters described and the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Consultant (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

### **SERVICES PROVIDED**

1. The Client hereby agrees to engage the Consultant to provide the Client with the following consulting services (the "Services"):

- **Service:**

2. The Services will also include any other consulting tasks which the Parties may agree on and monetary amounts discussed. The Consultant hereby agrees to provide such Services to the Client.

### **TERM OF AGREEMENT**

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.

# INSPIRE VA

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4. In the event that either Party wishes to terminate this Agreement prior to the completion of the Services, that Party will be required to provide 14 days' written notice to the other Party.

## PERFORMANCE

5. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

## CURRENCY

6. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in GBP.

## PAYMENT

7. The Consultant will charge the Client a flat fee of £..... for the Services (the "Payment").
8. The Client will be invoiced upon completion of the works.
9. Invoices submitted by the Consultant to the Client are due upon receipt and are to be paid directly to the Consultant via bank transfer upon receipt of invoice.
10. In the event that this Agreement is terminated by the Client prior to completion of the Services but where the Services have been partially performed, the Consultant will be entitled to pro rata payment of the Payment to the date of termination provided that there has been no breach of contract on the part of the Consultant.
11. The Payment as stated in this Agreement does not include Value Added Tax.
12. The Consultant will be responsible for all income tax liabilities and National Insurance or similar contributions relating to the Payment and the Consultant will indemnify the Client in respect of any such payments required to be made by the Client.
13. The Consultant will not be reimbursed for any expenses incurred in connection with providing the Services of this Agreement unless otherwise discussed and agreed as specified in the services section 1.

## CONFIDENTIALITY

14. Confidential information (the "Confidential Information") refers to any data or information relating to the Client, whether business or personal, which would reasonably be considered to be private or proprietary to the Client and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

# **INSPIRE VA**

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15. The Consultant agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Consultant has obtained, except as authorised by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.
16. All written and oral information and material disclosed or provided by the Client to the Consultant under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Consultant.

## **OWNERSHIP OF INTELLECTUAL PROPERTY**

17. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trade mark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.
18. The Consultant may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Consultant will be responsible for any and all damages resulting from the unauthorised use of the Intellectual Property.

## **RETURN OF PROPERTY**

19. Upon the expiry or termination of this Agreement, the Consultant will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

## **CAPACITY/INDEPENDENT CONTRACTOR**

20. In providing the Services under this Agreement it is expressly agreed that the Consultant is acting as an independent contractor and not as an employee. The Consultant and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

## **RIGHT OF SUBSTITUTION**

21. Except as otherwise provided in this Agreement, the Consultant may, at the Consultant's absolute discretion, engage a third party sub-contractor to perform some or all of the obligations of the Consultant under this Agreement and the Client will not hire or engage any third parties to assist with the provision of the Services.

# **INSPIRE VA**

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22. In the event that the Consultant hires a sub-contractor:
- the Consultant will pay the sub-contractor for its services and the Compensation will remain payable by the Client to the Consultant.
  - for the purposes of the indemnification clause of this Agreement, the sub-contractor is an agent of the Consultant.

## **AUTONOMY**

23. Except as otherwise provided in this Agreement, the Consultant will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Consultant will work autonomously and not at the direction of the Client. However, the Consultant will be responsive to the reasonable needs and concerns of the Client.

## **EQUIPMENT**

24. Except as otherwise provided in this Agreement, the Consultant will provide at the Consultant's own expense, any and all equipment, so ware, materials and any other supplies necessary to deliver the Services in accordance with the Agreement.

## **NO EXCLUSIVITY**

25. The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

## **NOTICE**

26. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the addresses shown at the top of this agreement or via email notification.

## **MODIFICATION OF AGREEMENT**

28. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorised representative of each Party.

## **ENTIRE AGREEMENT**

29. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

# **INSPIRE VA**

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## **GENDER**

30. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

## **GOVERNING LAW**

31. This Agreement will be governed by and construed in accordance with the laws of England.

## **SEVERABILITY**

32. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

## **WAIVER**

33. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

## **INSURANCE**

34. The Contractor has Indemnity Insurance cover for the sum of £1,000,000. Policy provided by Policy Bee. Certification can be provided to the Client upon request.

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**This contract is signed on this date:**        /        /        .

**The Client:**

**The Contractor**

**Company:**

**INSPIRE VA**

**Signed**

**Signed:**

**Print Name:**

**Print Name:**