



SERVICE AGREEMENT CONTRACT

This Service Agreement is made on this ... day of 20..., between:

OLD FRIENDS

And.....of.....
(Service Provider).

1. PURPOSE

OLD FRIENDS acts as an agent between Independent Service Providers and the clients requiring a specific service. We assist the client by finding suitable solutions to their practical needs and problems through our inventory of Independent Service Providers who will then make their own work schedule arrangements with the client. OLD FRIENDS purpose is to find the appropriate Service Provider for the client and introduce them to each other. We have no direct role in the actual service provided, however we may assist with the various arrangements to ensure the client's ongoing satisfaction.

The purpose of this Agreement is to set out the terms and conditions under which the Service Provider will deliver such services on behalf of OLD FRIENDS.

2. SCOPE OF SERVICES

Service Provider Shall be deemed as An individual that performs services for a client in exchange for compensation, to include Tradesmen and care providers.

The Service Provider shall:

- Deliver services as agreed prior to the work
- Perform all duties professionally, courteously, and reliably.
- Avoid providing any form of personal care (e.g., bathing, dressing, feeding,

medication administration). Unless specifically contracted for these and agreed with the client, fulfilling all required regulations

- Report any safeguarding or wellbeing concerns regarding a client to OLD FRIENDS immediately.
- Keep accurate records of time worked and services provided.

OLD FRIENDS shall:

- Only allocate clients whose needs are relevant to the Service Provider's area of expertise.
- Provide relevant client information and any required safety guidance.
- Ensure both the client and Service Provider are aware of OLD FRIENDS Agent fee (to be added to the total sum of the invoice for work provided by the Service Provider to the client)
- OLD FRIENDS will have no role in invoicing the clients. The responsibility for invoicing the client is the sole responsibility of the Service Provider
- OLD FRIENDS will invoice the Service Provider for the sum of the Agent fees only.

3. INTRODUCTION DEFINITION CLAUSE AND TERMINATION

An '**Introduction**' shall be deemed to occur upon OLD FRIENDS providing the Service Provider with the Client's full name, address, contact details or specific project details whether communicated verbally, electronically, or in writing, which leads or eventually leads to the Service Provider supplying services to the client.

This Agreement shall commence on the Effective Date and continue until terminated by either Party.

Either Party may terminate this Agreement by giving fourteen days written notice.

Immediate termination may occur if either Party breaches the Agreement, engages in misconduct, or acts in a way that damages the reputation of OLD FRIENDS.

4. FEES AND PAYMENT

The Service Provider shall be paid as agreed dependent on the type of work and the agreement with the client.

Payment will be made within 14 days of receipt of a valid invoice or timesheet approved by OLD FRIENDS.

The Service Provider is responsible for their own tax, National Insurance, and other statutory deductions.

5. INDEPENDENT CONTRACTOR STATUS

The Service Provider is an independent contractor and not an employee, worker, or agent of OLD FRIENDS.

Nothing in this Agreement creates a contract of employment.

The Service Provider has no entitlement to holiday pay, sick pay, pension, or other employee benefits.

The Service Provider shall be solely responsible for tax and insurance obligations.

6. AUDIT/INFORMATION CLAUSE

The Service Provider agrees to provide OLD FRIENDS with immediate written notification of the outcome of any tender or quotation provided to an introduced client. Upon request, and solely for the purpose of verifying compliance with this agreement, the Service Provider agrees to provide OLD FRIENDS with an anonymised copy of the signed contract or final invoice related to the services provided to the introduced client.

7. CONFIDENTIALITY

The Service Provider must keep all client and business information confidential and comply fully with the UK GDPR and Data Protection Act 2018. Confidential information must not be disclosed to any third party without prior written consent, except where required by law.

8. DATA PROTECTION

Each Party (Both OLD FRIENDS and Service Provider) shall process personal data only as necessary for the performance of this Agreement.

All parties must ensure all data is handled, stored, and disposed of securely.

Any data breach or security incident must be reported to OLD FRIENDS within 24 hours of discovery.

9. LIABILITY AND INSURANCE

The Service Provider shall hold and maintain appropriate public liability insurance and, if applicable, professional indemnity insurance, each with minimum cover of £2,000,000.

OLD FRIENDS shall not be liable for any injury, loss, or damage suffered by the Service Provider, except where caused by the negligence of OLD FRIENDS.

Each Party shall indemnify the other for any loss resulting from their own negligence or breach of this Agreement.

10. NON-SOLICITATION

During the term of this Agreement and for 24 months following termination, the Service Provider shall not solicit or accept direct employment, contract work, or payment from any client introduced by OLD FRIENDS without prior written consent.

"The term '**Client**' shall refer to the individual person (or entity) introduced by the Agent, and shall include, without limitation:

- Any **immediate relative** of that person (including spouses, parents, children, siblings, or their partners).
- Any **legal representative, associate, or affiliate** acting on behalf of or with a financial interest in the Client's property or project."

11. CONDUCT AND COMPLIANCE

The Service Provider agrees to comply with all relevant UK legislation, including Health and Safety at Work Act 1974 and Safeguarding Vulnerable Groups Act 2006. They shall follow OLD FRIENDS' code of conduct, safeguarding, and equality policies.

12. DISPUTE RESOLUTION

If a dispute arises, the Parties shall first attempt to resolve the matter amicably. If unresolved, either Party may refer the matter to mediation before pursuing legal proceedings.

13. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of England and Wales. The Parties submit to the exclusive jurisdiction of the courts of England and Wales.

14. NON-CIRCUMVENTION CLAUSE

The Service Provider agrees for a period of 24 months following the introduction of any client by OLD FRIENDS, that he/she shall not, whether directly or indirectly, contract with, invoice, or provide services to that client, or any associate or affiliate of that client, without the express written consent of OLD FRIENDS, unless the Old friend's full commission is paid in respect of those services.

If the Service Provider breaches this clause, a minimum non-refundable penalty fee equivalent to 25% of the total contract value, shall become immediately due and payable to OLD FRIENDS.

15. ENTIRE AGREEMENT

This document constitutes the entire Agreement between the Sole Proprietor of OLD FRIENDS and the Service Provider. Any amendments must be made in writing and signed by both Parties.

16. SIGNATURES

Signed by Sole Proprietor of OLD FRIENDS:

Name:

Signature:

Date:

Signed by the Service Provider:

Name:

Signature:

Business Name.....

Date: