

General Services Contract

Reference: EMP-2024-UK-001

Effective: **January 1, 2026** Expires: **December 31, 2028**

CONTRACTING PARTIES

PARTY A

Tech Innovations Ltd

45 Queen Street
London
EC1V 9DS
United Kingdom

Contact: contact@techinnovations.co.uk | +44 20 7946 0123

PARTY B

John Smith

78 Baker Street
London
NW1 6XE
United Kingdom

Contact: john.smith@email.com | +44 7712 345678

This Employment Contract (the "Contract") is entered into between Tech Innovations Ltd (the "Employer") and John Smith (the "Employee"). This Contract outlines the terms and conditions of employment.

TERMS AND CONDITIONS

1. INTERPRETATION

In this Agreement:

Services: the services described in Schedule 1

Deliverables: all work products created as part of the Services

IP Rights: copyright, design rights, database rights, trade secrets, and all similar rights

Commencement Date: the date the Services begin, being January 1, 2026

2. SERVICES

2.1 The Contractor shall provide the Services personally with reasonable skill, care, and diligence in accordance with the instructions, policies, and procedures of the Client.

2.2 The Client shall have the right to direct **what work is performed, how it is performed, when it is performed, and where it is performed**, subject to reasonable professional standards.

2.3 The Contractor shall work under the supervision and direction of the Client's appointed manager.

2.4 The Contractor agrees to make themselves available during the working hours reasonably required by the Client to perform the Services.

3. TERM

This Agreement shall commence on the Commencement Date and shall continue until terminated in accordance with Clause 14.

4. FEES AND PAYMENT

4.1 Fees shall be as set out in Schedule 2.

4.2 The Contractor shall submit invoices monthly for Services performed.

4.3 Payment is due within 30 days of receipt of a valid invoice, subject to statutory deductions where applicable.

4.4 Fees are inclusive of all costs except VAT (where applicable).

4.5 The Contractor acknowledges that payments may be subject to PAYE income tax and National Insurance deductions in accordance with applicable law.

5. EXPENSES

The Client shall reimburse only those expenses that are expressly authorised in advance and incurred wholly, exclusively, and necessarily in the performance of the Services.

6. VARIATION OF SERVICES

6.1 The Client may reasonably vary the scope, priorities, or nature of the Services, provided such variations fall within the general description of the Services.

6.2 Where variations materially affect time or cost, the Parties shall agree adjustments in writing.

7. ACCEPTANCE AND PERFORMANCE

7.1 The Contractor shall perform the Services to the reasonable satisfaction of the Client.

7.2 Deliverables shall be reviewed in accordance with the Client's standard internal procedures.

8. STATUS AND IR35 ACKNOWLEDGEMENT

8.1 The Parties acknowledge and agree that this engagement is **inside the scope of the off-payroll working rules (IR35)**.

8.2 The Contractor is engaged as a **self-employed contractor for contractual purposes**, but the working arrangements are such that the Contractor is not providing services as a genuinely independent business.

8.3 The Contractor agrees that:

- personal service is required;
 - there is an expectation of ongoing work during the Term; and
 - the Client is obliged to provide work and the Contractor is obliged to perform it.
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9. NO SUBSTITUTION

9.1 The Contractor shall not assign, subcontract, or substitute the Services without the prior written consent of the Client.

9.2 The Client is under no obligation to accept any substitute.

10. INTELLECTUAL PROPERTY

10.1 All IP Rights in the Deliverables shall vest in the Client immediately upon creation.

10.2 To the extent that such rights do not automatically vest, the Contractor hereby assigns them to the Client.

10.3 The Contractor waives all moral rights to the extent permitted by law.

11. CONFIDENTIALITY

11.1 The Contractor shall keep confidential all non-public information obtained in connection with the Services.

11.2 This obligation survives termination for 5 years.

12. DATA PROTECTION

The Contractor shall comply with UK GDPR and the Data Protection Act 2018 and the Client's data protection policies.

13. WARRANTIES AND LIABILITY

13.1 The Contractor warrants that they have the skills, experience, and qualifications necessary to perform the Services.

13.2 Neither Party shall be liable for indirect or consequential loss.

13.3 The Contractor's liability shall be limited to losses arising directly from negligence or breach of this Agreement.

14. TERMINATION

14.1 Either Party may terminate this Agreement on 30 days' written notice.

14.2 The Client may terminate immediately for misconduct, material breach, or failure to perform the Services satisfactorily.

14.3 On termination, the Contractor shall be paid for Services performed up to the termination date only.

15. CONFLICT OF INTEREST

The Contractor shall not undertake any work during the Term that conflicts with the interests of the Client without prior written consent.

16. FORCE MAJEURE

Neither Party shall be liable for failure to perform due to events beyond reasonable control.

17. DISPUTE RESOLUTION

The Parties shall attempt to resolve disputes through good-faith negotiation.

If unresolved, disputes shall be referred to court proceedings.

18. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties.

19. GOVERNING LAW

This Agreement is governed by the laws of England and Wales.

EXECUTION & AUTHORIZATION

FOR AND ON BEHALF OF PARTY A

Jane Doe

HR Director

Date: January 1, 2026

FOR AND ON BEHALF OF PARTY B

John Smith

Employee

Date: January 1, 2026

WITNESS ATTESTATION

Emily Clark

Date:



NOTARIZATION

Notary Public Registration No. 123456