

CONTRACT AGREEMENT

# General Services Contract

No. **EMP-2024-UK-001** • January 1, 2026 • December 31, 2028

BETWEEN THE FOLLOWING PARTIES

**PARTY A**

## Tech Innovations Ltd

45 Queen Street  
London  
EC1V 9DS  
United Kingdom

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

**PARTY B**

## John Smith

78 Baker Street  
London  
NW1 6XE  
United Kingdom

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

## 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 with reasonable skill, care, and diligence in accordance with generally accepted industry standards.

2.2 The Contractor shall determine the method, manner, and timing of performing the Services, subject to agreed deadlines set out in the Project Specification.

2.3 Nothing in this Agreement requires the Client to provide work or the Contractor to accept work unless agreed in writing.

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### **3. TERM**

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

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### **4. FEES AND PAYMENT**

4.1 Fees shall be as set out in Schedule 2.

4.2 The Contractor shall invoice monthly.

4.3 Payment is due within 30 days of receipt of a valid invoice.

4.4 All fees are exclusive of VAT (where applicable).

4.5 The Contractor may suspend Services on 7 days' written notice if payment is overdue.

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### **5. EXPENSES**

The Client shall reimburse pre-approved, reasonable expenses supported by receipts, subject to the terms agreed in writing between the Parties.

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### **6. CHANGE CONTROL (SCOPE PROTECTION)**

6.1 Any material change to the Services, Deliverables, scope, or timelines must be agreed in writing by both Parties.

6.2 The Contractor is not obliged to perform additional work without agreement on fees and timelines.

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### **7. ACCEPTANCE**

7.1 The Client shall review Deliverables within 10 business days.

7.2 Deliverables are deemed accepted unless the Client provides written notice of material defects within that period.

7.3 The Contractor shall remedy valid defects within a reasonable time.

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## **8. INDEPENDENT CONTRACTOR STATUS**

8.1 The Contractor is an independent contractor and not an employee, worker, agent, or partner of the Client.

8.2 The Contractor is responsible for all taxes and statutory obligations relating to fees paid.

8.3 This Agreement creates no mutuality of obligation beyond the Services expressly agreed.

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## **9. SUBSTITUTION**

9.1 The Contractor may provide a suitably qualified substitute, subject to reasonable approval by the Client.

9.2 The Contractor remains responsible for the quality of the Services.

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## **10. INTELLECTUAL PROPERTY**

10.1 Each Party retains ownership of its pre-existing IP.

10.2 IP Rights in Deliverables shall transfer to the Client only upon full payment of all fees due.

10.3 Until payment, the Client is granted a non-exclusive licence to use the Deliverables for internal business purposes.

10.4 The Contractor may reference Deliverables in portfolios unless confidentiality requirements set out in Clause 11 require otherwise.

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## **11. CONFIDENTIALITY**

11.1 Each Party shall keep confidential all non-public information obtained under this Agreement.

11.2 This obligation survives termination for 5 years.

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## **12. DATA PROTECTION**

Each Party shall comply with applicable data protection laws, including UK GDPR and the Data Protection Act 2018.

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### **13. WARRANTIES AND LIABILITY**

13.1 Each Party warrants it has authority to enter this Agreement.

13.2 The Contractor warrants that Services will be performed with reasonable skill and care.

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

13.4 The Contractor's total liability shall not exceed the fees paid in the preceding 12 months, except for fraud or wilful misconduct.

13.5 Each Party shall maintain appropriate insurance for its obligations, including professional indemnity where applicable.

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### **14. TERMINATION**

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

14.2 Either Party may terminate immediately for material breach not remedied within 14 days.

14.3 On termination, the Client shall pay for all Services performed up to the termination date.

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### **15. CONFLICT OF INTEREST**

The Contractor shall not knowingly accept work that creates a material conflict of interest with the Services described in Schedule 1.

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### **16. FORCE MAJEURE**

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

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### **17. DISPUTE RESOLUTION**

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

If unresolved, disputes may be referred to mediation before court proceedings.

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## 18. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and supersedes all prior arrangements.

## 19. GOVERNING LAW

This Agreement is governed by the laws of England and Wales, and the courts shall have exclusive jurisdiction.

### SPECIAL PROVISIONS

Any amendments to this contract must be made in writing and signed by both parties.

IN WITNESS WHEREOF

**Jane Doe**

*HR Director*

January 1, 2026

PARTY A

**John Smith**

*Employee*

January 1, 2026

PARTY B

WITNESS

**Emily Clark**



Notary Public Registration No. 123456