

# Uniqueology Ltd. Services Agreement

## SCOPE OF SERVICE AND TERMS OF BUSINESS

These terms of business describe how I ('Uniqueology Ltd.' 'me', 'my') agree to provide services ('the work') to you. The work includes but isn't restricted to researching, writing, editing, coaching, creating materials and consultancy services. If you have any questions please contact me.

### 1. PROVISION OF SERVICE

1.1 My service focuses on writing the words for a eulogy or similar speech. I'll do my best to supply my work in a reasonable amount of time and to keep you updated on my progress. You agree that time and location shall not be of the essence in my agreement.

1.2 If I take a verbal brief from you then I may share my understanding of the work in writing before starting it. It's up to you to ask for and accept this. If I take a written brief from you then the onus is on me to share my understanding of it and to challenge it comprehensively before starting work.

1.3 You accept my prices subject to these terms. I'll deliver my work in the format agreed. I make provision for two sets of reasonable amends within the budget and I define what reasonable is. I may include more amends but I may make a charge for this extra work before starting it.

1.4 First drafts may sometimes include errors. I'll try to provide final versions that are free of spelling mistakes, technical errors and literals. It's your responsibility to check final versions and you indemnify me against any costs incurred as a result of such errors.

1.5 You agree to give me all the relevant information I ask for. These terms govern my work to the exclusion of all and any other terms.

### 2. OUR FEES AND OTHER EXPENSES

2.1 I assume you agree to the fees unless other fees have been agreed in writing. I ask for a deposit for some services, which I deem to cover costs incurred in travelling to and holding a first meeting with you in the UK. Other travel is charged at £0.45 per mile. Ad hoc expenses (hotels etc) will be charged at cost plus 10% or at my discretion unless we agree on further costs or you have made arrangements that I have approved in advance.

2.2 I may charge a fee for any work commissioned that is used prior to full payment at a rate of 10% of the full fee in addition to the full fee.

### 3. PAYMENT TERMS

3.1 I'll ask you to pay for the services I will provide either in advance or partly in advance and partly in response to an invoice that I will send to you on the date I send you the finished work. If an invoice is not paid in full within 28 days of presentation then you will pay me interest at the rate allowed under the Late Payment of Commercial Debts (Interest) Act 1998.

3.2 If you pay me later than 45 days after the date of invoice then I reserve the right to raise a charge of £125 per invoice outstanding to reflect the inconvenience. Any payments made more than 60 days after date of invoice may attract an additional charge of £125 as a separate invoice.

#### 4. COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS

4.1 For the purposes of these terms copyright means all matters that are the subject of protection under the Copyright Designs and Patents Act 1988 as may be amended by subsequent legislation and includes all creative work prepared by me or by my agents for you.

4.2 I will retain the copyright and intellectual property rights for any work commissioned by you.

#### 5. INDEMNITY AND LIABILITY

5.1 From time to time, you may give me information that helps me to deliver the services. Unless you've told me otherwise, specifically in writing, you warrant that:

5.1.1 you are entitled to give that information to me;

5.1.2 that all documentation provided by you or on your behalf is complete, accurate and not misleading (either on its face or by inference or omission);

5.1.3 that you do not know any other material facts that may be relevant to me, and,

5.1.4 that I may rely on the information being true and accurate.

5.3 I don't assume any responsibility or make any representations as to the completeness or accuracy of documentation provided by you.

5.4 If third parties allege their copyright or intellectual property rights have been infringed by my use of information supplied to me by you then you will indemnify me entirely against all actions and costs, expenses, liabilities and damages (including but not limited to legal fees and to settlement sums paid on counsel's advice) that may be brought against me or incurred by me as a direct or indirect result of my use of that information.

#### 6. DATA PROTECTION

6.1 From time to time, you may give personal data to me. In this section, 'personal data' and 'processing' have meanings that are set out in the General Data Protection Regulations (Regulation (EU) 2016/679) (the regulations). I will have appropriate measures in place to help me conduct my business so that I prevent unauthorised or unlawful processing of or accidental loss or destruction of or damage to personal data I hold.

#### 7. OUR LIABILITY TO YOU

7.1 My services will be delivered by appropriately trained persons with reasonable care and skill.

7.2 I do not limit or exclude my liability for death or personal injury caused by my own negligence or fraudulent misrepresentation. My liability whether arising from negligence, tort, breach of contract or other obligation or duty is limited to the fees paid to me for the services. Where the services comprise several elements and I bill each one separately, my liability in respect of any one element shall be limited to the fees paid to me in respect of that element.

7.3 I will not have any liability to you for any claim to the extent that such claim is or can be characterised as a claim for (or arising from):

7.3.1 loss of revenue or profits, or loss of business opportunity or loss of contracts;

7.3.2 loss of goodwill or injury to reputation, or indirect, consequential or special loss or damage; or

7.3.3 anticipated savings.

7.5 You acknowledge and agree that my services do not guarantee you will meet outcomes or deadlines (even where those have been discussed in advance with me) and I will have no liability to you in respect of any failure by you to meet them.

7.6 I shall not be liable to you and will not be deemed to be in breach of the contract for any delay in performing or failure to perform the services where such delay or failure is due to causes or events beyond my reasonable control.

## 8. TERMINATION

8.1 The Contract shall come into force on the date you either pay a deposit for my services or raise a Purchase Order to Uniqueology Ltd for my services. In every event, when you tell me to start working for you I shall deem that you have accepted the offer relevant to that work.

8.2 Either party may terminate the Contract at any time by serving written notice on the other if:

8.2.1 the other party is in material breach of the Contract; or

8.2.2 the other party ceases to do business or becomes unable to pay its debts as they fall due;

8.3 The termination of the contract shall be without prejudice of any rights which accrued to either you or me prior to such termination.

## 9. ASSIGNMENT AND SUBCONTRACTING

9.1 You consent to the subcontracting by me of any of my obligations to a third party.

## 10. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this contract may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999 as amended from time to time.

## 11. GOVERNING LAW

These terms are governed by English law and both you and I agree to submit to the exclusive jurisdiction of the English Courts.

I confirm my agreement to the terms and conditions set out in this document.

Signed:..... Dated:.....

For and on behalf of [your name] \_\_\_\_\_

Signed:..... Dated:.....

For and on behalf of [my name] \_\_\_\_\_