

**PROFESSIONAL SERVICES AGREEMENT
CONTRACT NUMBER:**

THIS AGREEMENT is made on [Date]

BETWEEN:

RedRock Consulting Limited whose place of business is at Pembroke House, 15 Pembroke Road, Clifton, Bristol, BS8 3BA ("RedRock"); and

[TBC] whose registered office is at [address] ("the Client")

WHEREBY it is agreed as follows: -

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following words and expressions shall have the meanings set out below:

"Client" means the RedRock's Client for whom the contractor will perform the Services

"Commencement Date" means the date from which the consultant is contracted to perform the Services

"Conduct Regulations 2003" means the Conduct of Employment Agencies and Employment Businesses Regulations Act, 2003

"Consultant" means the person designated by Contractor to provide the Services or an approved substitute

"Contractor" means the firm, company or individual whom RedRock has contracted to provide the Services

"Data Protection Legislation" means any data protection legislation from time to time in force in the UK including the Data Protection Act 1998 or 2018 or any successor legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the GDPR and any other directly applicable European Union regulation relating to privacy

"Personal Data" means personal data as defined in the Data Protection Legislation

"Schedule of Services" means a schedule of work in the form attached hereto which shall specify
(i) the Description of Services;
(ii) the name of the Consultant; and
(iii) the Service Period

"Services" means in respect of the Schedule of Services, the services to be provided to the Client under, and as described in the Schedule of Services

"Service Period" means, in respect of the Schedule of Services, the period of time for provision of the Services

"Substitute" means any suitable alternative Consultant or Third Party engaged by the Contractor to perform the Services

2. SERVICES

RedRock agrees to provide or procure the provision of the Services to the Client during the term of this Agreement in accordance with its terms, the Schedule of Services and such supplements to this Agreement as the parties may from time to time agree in writing.

3. PROVISION OF THE SERVICES

- 3.1 RedRock shall use its best endeavors to procure that the Services are provided with reasonable skill and care.
- 3.2 RedRock will procure the removal of the consultant on one day's notice if the Client requests so for reasons of the Consultant's gross misconduct, technical incompetence or unprofessional performance provided that such request is made in writing together with a full and reasonable explanation thereof and RedRock shall use its best endeavors to provide a replacement as soon as possible but shall have a reasonable period (which in any event shall not be less than 14 days) within which to do so.
- 3.3 In the event that RedRock is unable to provide a replacement at the end of such period either party shall be entitled to terminate this Agreement forthwith without thereby incurring any liability to the other.

4. INDEPENDENT CONTRACTOR

- 4.1 RedRock is acting in the performance of this Agreement as an independent contractor. RedRock affirms that neither it nor the Consultant are employees of the Client for any purpose.
- 4.2 Without prejudice to the generality of the foregoing, if the Contractor or Consultant are found or deemed to be employees of the Client for any purpose, including, inter alia, tax purposes, RedRock shall immediately require Contractor to cease providing the Services.

5. PAYMENT

- 5.1 The Client shall pay RedRock at the rates specified in the Schedule of Services.
- 5.2 Each request for payment by RedRock shall be accompanied by an invoice and, where appropriate, a completed time sheet in the form provided, and signed by an authorised representative of the Client.
- 5.3 Fees payable shall be exclusive of VAT which, where applicable, shall be charged additionally at the then prevailing rate. Payment shall be made within the period specified in the schedule of services after receipt of an invoice. The Client shall reimburse RedRock for expenses incurred by the Consultant provided that such expenses are approved by the Client in writing in advance.
- 5.4 All invoices submitted under this Agreement and the Schedule of Services shall be addressed to the Client except where otherwise agreed.

6. CONFIDENTIALITY

- 6.1 RedRock shall not use, divulge, or communicate without the Client's prior written consent, any of the trade secrets or other confidential, technical or commercial information of the Client or its clients or third parties to which the Client owes a duty of confidentiality (together, "Confidential Information") which RedRock may receive or obtain during the period of this Agreement. RedRock shall not use the same other than for the purpose of providing the Services to the Client.
- 6.2 Upon termination of this Agreement for any reason RedRock shall deliver up to the Client all documents containing Confidential Information in its possession.
- 6.3 This clause does not apply to information which may come into the public domain otherwise than by breach of this clause.

7. LIMITATION OF LIABILITY

- 7.1 The liability of RedRock to the Client under this Agreement, including, without limitation, clauses 3.1, 6.1 and 10 (other than in relation to death or personal injury) shall be limited to a maximum amount equal to the aggregate of all sums received by RedRock from the Client pursuant to the provisions of clause 5 of this agreement and whether in respect of a single incident or series of incidents.
- 7.2 In no circumstances shall RedRock be liable for any consequential loss, loss of profit or similar losses, howsoever arising, as a result of provision of the Services.

8. PROPRIETARY RIGHTS AND INFRINGEMENT

- 8.1 If during this Agreement the Consultant shall make or create either individually or in conjunction with

any other person or persons an idea, method, invention, discovery, design, concept or other work either in the course of performing his or her obligations hereunder or relating to or capable of being used in those aspects of the businesses of the Client upon which he is engaged all rights in the same shall belong to the Client.

- 8.2 Notwithstanding clause 8.1 above RedRock shall not be liable to the Client for any breach of its provisions or any infringement or alleged infringement of any patent, copyright, trade secret or other proprietary rights of the Client or any third party whether arising out of provision of the Services or use by the Client of the Services or otherwise.

9. CLIENT OBLIGATIONS

- 9.1 To the extent that the Client may receive confidential information relating to RedRock as a result of this Agreement the Client shall owe an equivalent duty of confidentiality to RedRock and the provisions of clause 6 shall apply mutatis mutandis.
- 9.2 The Client agrees to provide the Consultant with all reasonable facilities to enable the Consultant to provide the Services.
- 9.3 The Client agrees not to employ the services of the Contractor or Consultant either directly or through any third party to undertake work of a similar nature during the term of this Agreement or on completion of the Service Period and thereafter for a period of 6 months.

Notwithstanding the provisions of paragraph 9.3 in the event that the Client or any subsidiary or associated company of the Client wishes to make an offer of permanent employment to the Contractor during or within months (6) months following termination of this Agreement, the Client shall give to RedRock one months' notice in writing of any such intention and agrees to pay to RedRock a fee on engagement of 20% of the starting salary of the Contractor including all guaranteed bonuses.

- 9.4 The Client agrees to provide Consultant with all appropriate health and safety information relevant to the Services including copy guidelines and shall use its best endeavors to procure compliance.
- 9.5 The Client accepts that the Contractor will use reasonable endeavours to supply the Services of the Consultant but reserves the right to use any suitably qualified Substitute other than the Consultant provided such other person is acceptable to the Client and approved by the Client. The Client shall be entitled to terminate this agreement immediately in the event that any Substitute is, at the Client's discretion, deemed unacceptable. Where substitution occurs, all other Terms and Conditions of this Agreement and the Services to be performed, and in particular (but not limited to) the fee rate to be paid for the performance of the Services will remain unchanged
- 9.6 The Client agrees that the Consultant, at the Client's sole discretion and express written agreement, may provide the Services at a working location other than those of the Client's own premises.

10. DATA PROTECTION AND DATA PROCESSING

- 10.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 10 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 10.2 The Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to RedRock for the duration and purposes of this agreement.
- 10.3 RedRock shall, in relation to any Personal Data processed in connection with the performance by RedRock of its obligations under this agreement:
- (i) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having

regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

- (ii) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential in accordance with clause 6;
- (iii) not transfer any Personal Data outside of the European Economic Area unless the following conditions are fulfilled:
 - the Client or RedRock has provided appropriate safeguards in relation to the transfer;
 - the data subject has enforceable rights and effective legal remedies;
 - RedRock complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - RedRock complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data.
- (iv) notify the Client without undue delay on becoming aware of a Personal Data breach.

10.4 The Client consents to RedRock Consulting appointing third-party processors of Personal Data necessary for the purpose of delivering the Services. The Supplier confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement substantially on that third party's standard terms of business. As between the Customer and RedRock Consulting, RedRock Consulting shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 10.

11. TERM AND TERMINATION

- 11.1 This Agreement begins on the Commencement Date and ends on the last day of the Service Period in accordance with its terms.
- 11.2 Without prejudice to any other rights or remedies which it may have, either party ("the Non-Defaulting Party") may terminate this Agreement forthwith without notice if:
 - (i) the other party ("the Defaulting Party") is in breach of any material obligation or warranty on its part to be observed and performed provided that the Non-Defaulting Party shall have previously notified the Defaulting Party in writing of such breach and the Defaulting Party has been given 14 days from service of such notice to remedy the same (if capable of remedy) or in the event that such breach shall be incapable of remedy the parties agree terms of compensation (financial or otherwise) to the reasonable satisfaction of the Non-Defaulting Party; or
 - (ii) (save in relation to re-organisation, re-construction or amalgamation not affecting the credit worthiness of the other party) an administrator, receiver or liquidator is appointed in connection with the other party or of any part of its business or the other party is otherwise insolvent.

- 10.2 Either party may terminate this Agreement on giving notice of not less than the period set out in the schedule of services.

12. NOTICES

Any notice or communication required to be given by either party hereunder shall be in writing and shall be hand delivered or sent by pre-paid first-class post or by confirmed facsimile transmission to the party receiving such communication at the address specified in this agreement.

13. GENERAL

- 13.1 This Agreement and the attached Schedule of Services supersede all prior agreements and understanding between the parties for performance of the Services, and constitute the complete agreement and understanding between the parties unless subsequently varied in writing and signed by an authorised representative of both parties.
- 13.2 This Agreement is not assignable in whole or in part by either party without the prior written consent of the other party.
- 13.3 If any provisions of this Agreement (or any portion thereof) is determined to be invalid or unenforceable the remaining provisions of this Agreement shall not be affected thereby and shall be binding and be enforceable as though if such invalid or unenforceable provision (or portion thereof) were not contained in this Agreement.
- 13.4 This Agreement shall be governed by and construed in accordance with English law and the parties hereby submit to the non-exclusive jurisdiction of the English Courts.

Prior to agreeing to an assignment, the Client shall have the opportunity to consider the background and experience of the Consultant, as well as the right to interview him or her. Once the terms of assignment have been agreed, then the responsibility for the quality, quantity and performance of his or her services rests solely with the Client at all times.

RedRock hereby notifies the Client that the Contractor and its Consultant, and any Substitute Consultant(s) have elected to opt out of the Conduct Regulations 2003 for the duration of the Service period and for any extension of the Service period and will notify the Client should either the Contractor or Consultant, or any Substitute Consultant(s) subsequently elect to opt back in to the Conduct Regulations 2003.

Signed by _____
Duly authorised for and on behalf of
RedRock Consulting Limited

Date: _____

Signed by _____
Duly authorised for and on behalf of
[TBC]

Date: _____

Schedule of Services

The Client	
Client's address	
Client's Representative	
Agreed Location	
The Consultant	
Description of Services	
Service Period	
Start Date	
End Date	
Agreed Hours	
Charge Rate	
Additional Services	
Client Notice	
RedRock	
Payment Terms	

**Signed for and on behalf of
RedRock Consulting Ltd**

Position

Date

**Signed for and on behalf of
[TBC]**

Date
