



GENERAL SERVICE AGREEMENT

THIS GENERAL SERVICE AGREEMENT (the "Agreement") is dated **DATE**.

CLIENT

(the "Client")

Signature:

Name:

Position:

Date:

All Able Ltd

("All Able")

Signature:

Name:

Position:

Date:

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal dated **DATE**.

Background

- a) The Client is of the opinion that All Able has the necessary qualifications, experience and abilities to provide services to the Client.
- b) All Able is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which considerations is hereby acknowledged, the Client and All Able (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

Services Provided

- 1) The Client hereby agrees to engage All Able to provide the Client with the following services (the "Services"):
 - Accessibility auditing including the production of an Audit report, draft VPAT and draft accessibility statement documentation.
- 2) The Services will also include any other tasks which the parties may agree on. All Able hereby agrees to provide such Services to the Client.

Term of Agreement

- 3) The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.



Performance

- 4) The parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Currency

- 5) Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in GBP (£).

Payment

- 6) All Able will charge the Client for the Services for **X** work days at the rate of **£600.00 per day** (the "Payment") for the completion of the Services at a total of **£TOTAL**.
- 7) All Able will invoice the Client when the Services are completed.
- 8) Invoices submitted by All Able to the Client are due within 30 days of receipt.
- 9) All Able will be responsible for all income tax liabilities and National Insurance or similar contributions relating to the Payment and All Able will indemnify the Client in respect of any such payments required to be made by the Client.
- 10) All Able will be solely responsible for the payment of all remuneration and benefits due to the employees of All Able including any National Insurance, income tax, and any other form of taxation or social security costs.
- 11) All Able will not be reimbursed for any expenses incurred other than travel costs in connection with providing the Services of this Agreement.

Confidentiality

- 12) Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
- 13) All Able agrees that they will not disclose, divulge, reveal, report or use, for any purposes, any Confidential Information which All Able has obtained, except as authorised by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.



14) All written and oral information and material disclosed or provided by the Client to All Able under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the contractor.

15) Where additional Non-Disclosure Agreements (NDAs) have been agreed between the Client and All Able regardless of whether it was provided before or after the date of this Agreement, and that cover the scope of the Services in this Agreement, the terms of these additional agreements supersede the terms present in clauses 12-14.

Ownership of Intellectual Property

16) All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registrations, and rights in any patent, copyright, trademark, trade dress, industrial design, and trade name (the "Intellectual Property") that is developed or produced under this Agreement, will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.

17) All Able may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. All Able will be responsible for any and all damages resulting from the unauthorised use of the Intellectual Property.

18) All Able retain sole ownership of all templates, formats of documentation, methods, processes, and trade secrets used in the providing of the Services.

Return of Property

19) Upon the expiry or termination of this Agreement, All Able will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

Capacity / Independent Contractor

20) In providing the Services under this Agreement it is expressly agreed that All Able is acting as an independent contractor and not as an employee. All Able and the Client acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service.

Autonomy

21) Except as otherwise provided in this Agreement, All Able will have full control over working time, methods, and decision making in relation to the provision of the Services in accordance with the Agreement. All Able will work autonomously and not at the direction of the Client. However, All Able will be responsive to the reasonable needs and concerns of the Client.

Equipment

- 22) Except as otherwise provided in this Agreement, All Able will provide at All Able's own expense, any and all tools, machinery, equipment, raw materials, supplies, workwear and any other items or parts necessary to deliver the Services in accordance with the Agreement.

No Exclusivity

- 23) The parties acknowledge that this agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

Notice

- 24) All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

The Client:

- Email:
- Postal Address:

All Able:

- Email: Info@allable.co.uk
- Postal Address: 12 Old Garden Court, Chartham, Kent, UK, CT4 7GA

or to such other addresses as either Party may from time to time notify the other.

Indemnification

- 25) Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which results from or arise out of any act or omission of the indemnified party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

Modification of Agreement

- 26) Any Amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorised representative of each Party.



Assignment

27) All Able will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

Entire Agreement

28) It is agreed that there is no representation, warranty, collateral agreement, or condition affecting this Agreement except as expressly provided in this agreement.

Enurement

29) This Agreement will enure to the benefit of and be binding on the Parties and their respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors.

Governing Law

30) This Agreement will be governed by and construed in accordance with the laws of England.

Severability

31) In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

32) The waiver by either party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.