



CONTRACT FOR THE PROVISION OF SERVICES

Contract Number **LA**

AN AGREEMENT BETWEEN:

- (1) **LA INTERNATIONAL COMPUTER CONSULTANTS LIMITED** (Registered No: 1633646) whose registered address is International House, Festival Way, Stoke-on-Trent, Staffordshire, ST1 5UB and ("*LA International*")
- (2) ("the Client").

WHEREBY IT IS AGREED as follows:-

1. LA International will provide services as agreed between the parties and the Client will pay *LA International* at the Contract Rate together with any appropriate allowances set out below.
2. The Agreement is subject to the Terms and Conditions of Contract Number LAXxxx and contains the entire understanding of the parties.
3. The relevant details to be read in conjunction with the said terms and conditions are as follows:-
 - (i) "Personnel"
 - (ii) Start Date
 - (iii) End Date
 - (iv) Service Hours
 - (v) The Contract Rate
 - (vi) Other Allowances

The above charges are exclusive of VAT where applicable.

Signed on behalf of)	Signed on behalf of)
the Client)	LA International Computer)
)	Consultants Ltd)
))
Position)	Position) Approved Legal
)		Representative
Date)	Date)

Terms and Conditions of Contract Number LA

1 The Services

- (a) The Client shall inform LA International in writing of its requirements as to the services to be performed. Any change in the Client's requirements shall be notified to LA International in writing as soon as it is reasonably practicable. The Client shall be responsible for properly managing the project upon which the services are being performed.
- (b) If the Client notifies LA International in writing that it is dissatisfied with the performance of the services and specifies its reason for dissatisfaction, LA International shall make every reasonable endeavour to rectify the services to the Client's satisfaction and shall if LA International considers it necessary withdraw the Personnel and appoint appropriately qualified replacement Personnel within a period of 28 days.
- (c) If the Personnel is withdrawn by LA International or leaves LA International's service or is unavailable to perform services for any reason LA International shall within a period of 28 days appoint replacement LA International Personnel of the same or equivalent qualifications skill and expertise.
- (d) If LA International shall for any reason not appoint replacement Personnel in accordance with sub-paragraphs (b) and (c) or if for any reason LA International is not able to rectify the services in accordance with sub paragraph (b) either party may terminate this Contract by giving written notice to the other and no claim for damages or loss shall result by reason of such termination.

2 The Personnel

- (a) In the event that the Client requests that the Personnel be withdrawn as a consequence of the Client's dissatisfaction with the specific Personnel the Client shall provide such assistance and support to LA International as LA International reasonably requires in order to defend or pursue any legal or other lawful action in respect of the termination of any contract with any third party. The Client shall indemnify LA International for any damages losses costs or expenses incurred by LA International as a result of the Client's breach of this Clause.
- (b) The Client shall not make any statement regarding the termination the Personnel's services to any third party without the prior written agreement of LA International (such agreement not to be unreasonably withheld).

3 Payment

- (a) The Client shall be invoiced for the time spent on the services up to and including the last Friday of each month plus any other costs and expenses as agreed between the Client and LA International. Subject to a satisfactory credit report being received by LA International relating to the Client all invoices shall be payable within 28 days of the date of invoice.
- (b) In the absence of a satisfactory credit report and in the event of the parties' failure to agree mutually acceptable payment terms payment shall be due prior to the services commencing on the first day covered by each respective invoice.

- (c) In the event of the Client failing to pay any invoice within the payment terms applicable to the Contract the Client shall pay interest upon the outstanding sum at the rate of 8% per annum above the base rate fixed from time to time by the HSBC Bank from the due date until payment and all bank charges and administration, legal and all other costs incurred in consequence of the delay or failure to pay.
- (d) In the event that LA International agrees with the Client to invoice a party (the "Agent") other than the Client and the Agent fails to pay an invoice within the payment terms agreed herein the Client agrees to pay all monies due to LA International as if such had been invoiced directly to the Client. The Client agrees that it shall not be necessary for LA International to separately invoice the Client for the monies due in order to claim payment from the Client under this Clause 3(d).
- (e) Signature or electronic authorisation of any time sheet or relevant work record on behalf of the Client confirms the accuracy of the hours recorded, that the Client has fully inspected the services and its results together with any deliverables and confirms final acceptance of the same.
- (f) Invoices shall be deemed to be correct unless the Client notifies LA International of an error with the invoice within 14 days of receipt of that invoice. In the event that any part of an invoice is disputed the Client agrees to pay the undisputed parts of such invoice within the normal payment terms agreed herein.

4 Duration

- (a) LA International may in its absolute discretion terminate or suspend this Contract forthwith where:-
 - (i) The Client has committed a breach of its obligations hereunder;
 - (ii) If the Client shall become insolvent or commit any act of bankruptcy or have a petition presented or a resolution passed for its winding-up or if a Receiver or Provisional Liquidator be appointed in respect of the whole or any part of its undertaking or if the Client is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986.
- (b) Suspension or termination of the contract shall be without prejudice to any rights LA International may have in respect of any claim breach or failure hereunder.
- (c) If the Client requires the services of an individual Personnel within a period of six months following termination of this Contract (howsoever such termination is effected or caused) the Client shall inform LA International of such requirement as soon as is reasonably practicable and LA International shall make every reasonable endeavour to secure the services of the Personnel to fulfil the Client's requirements.

5 Good Faith

- (a) If the Client shall during the course of this Contract or within 6 months from its termination (howsoever caused) other than via LA International either directly or indirectly solicit or attempt to procure the engagement of or engage any of LA International's Personnel on either a temporary or permanent basis the Client shall pay LA International as agreed and liquidated damages a sum equal to the amount due for such personnel for a period of three months at the Contract Rate specified ("Damages").
- (b) If the Client shall during the course of this Contract or within 6 months from its termination (howsoever caused) introduce any Personnel to any third party who shall within such period directly or indirectly engage or employ the Personnel the Client shall be liable to pay the Damages.

6 Client's obligations

- (a) The Client shall not act in any way which is contrary to the law of any legal or regulatory jurisdiction to which the services are subject.
- (b) The Client shall provide free of charge all information, facilities and equipment necessary or required for the performance of the services.
- (c) The Client shall not communicate with the Personnel other than via LA International for a period of six months following termination of this Contract.

7 Intellectual Property Rights

By virtue of this Contract all intellectual property rights arising during the services or as a result of the services shall be assigned to the Client.

8 Confidentiality

- (a) All trade and professional secrets of LA International and the Client shall remain the sole property of either LA International or the Client as the case may be and neither LA International nor the Client will disclose any confidential information concerning these to any third party.
- (b) Information which LA International has provided to the Client, including but not limited to such information pertaining to its Personnel, is the property of LA International and the Client shall not use such information other than for the purpose of entering into a contract with LA International or performing this Contract.

9 Indemnity

- (a) The Client will be responsible for and shall indemnify LA International against any injury to or death of any of LA International's personnel arising out of any act or omission of the Client, its employees or agents.
- (b) LA International shall not be liable to the Client for any defect in the services, loss, expense or damage arising from the services if such is a direct or indirect result of any act, omission, specification, communication, failure to supply a correct specification or instructions or properly manage the project upon which the services are utilised, or failure to liaise with LA International by the Client and the Client shall indemnify LA International for the same.

- (c) The liability of LA International under this Contract in respect of the services performed and in respect of any act omission or negligence of the Personnel shall be limited to a sum equal to the total fees paid by the Client to LA International for the duration of the Contract Period less the total fees paid by LA International to the Personnel for the duration of the Contract Period save that LA International's liability shall be unlimited in respect of death or personal injury resulting from any negligent act or omission of LA International.
- (d) In the event that the Client wishes to assess the suitability of proposed personnel and/or authorise the Personnel or in the event that the Client supervises or directs the work of the Personnel LA International shall not be liable for any losses damages costs or expenses incurred by the Client as a consequence of performance of the services by that Personnel.

10 Force Majeure

LA International will not be liable for any delay in the provision of the services by any act or default by the Client or any other reason beyond LA International's control. If delays (howsoever caused) shall amount in total to more than 30 days LA International shall have the option at any time thereafter of terminating this Contract by giving the Client seven days notice in writing and no claim for damages shall result from such termination.

11 Data Protection

- (a) LA International acknowledges that under this Contract, the Client may need to process Personal Data pursuant to the GDPR and the Data Protection Act 2018 ("the Legislation" (as amended)). LA International hereby confirms that it has notified its Personnel of the use and disclosure of Personal Data by LA International and third parties in connection with this Contract and warrants that it has provided such personnel with a privacy notice of LA International which can be found at <https://www.lainternational.com/cm/privacy1>.
- (b) Both parties confirm that they will comply with the Legislation and will continue to maintain all consents, registrations and notifications required under the Legislation.
- (c) The Client hereby confirms that it shall only process the Personal Data to the extent that is necessary for the provision of services or as required by law or a regulatory body.

12 General

- (a) Commencement or continuation of the services following receipt of these terms and conditions shall constitute acceptance of the terms of this Contract. The terms of this Contract shall apply to the exclusion of any standard or back of form terms of the Client sent to LA International unless such is signed by a Director of LA International or by its Approved Legal Representative.

- (b) If any part of this Contract is declared by an any judicial or other competent authority to be unenforceable or if indications to that effect are received from any competent authority any words in such part which render that part unenforceable shall be replaced by such words as are necessary in order to give effect to the intention of the parties.
- (c) Only the signature of a Director of LA International or of its Approved Legal Representative shall bind LA International in respect of the terms and conditions of this Contract, including deviation from LA International's standard terms, or in respect of any dispute or possible dispute or any other matter. The Client acknowledges that no other person is authorised to bind LA International.
- (d) Documents shall be deemed to have been received in the case of personal delivery, immediately, in the case of facsimile, upon confirmation of transmission on the sender's facsimile and in the case of postal delivery, 72 hours after posting.
- (e) "Personnel" shall include any third party with whom LA International has contracted in order to perform the services.
- (f) For the avoidance of doubt LA International enters into this Contract as an independent contractor and nothing in this Contract shall be deemed to create a relationship of employer and employee between LA International and the Client or between any Personnel of LA International and the Client. The Personnel shall not be deemed to be the representative or agent of LA International.
- (g) No term of this Contract shall be intended or construed as conferring any benefit to any third party and it is not intended that any term of this Contract be enforceable by any third party.
- (h) This Contract is not assignable or transferable by the Client. The construction, performance and validity of this Contract shall be governed by English Law. The parties submit to the exclusive jurisdiction of the Court of England and Wales provided that LA International has the right in its absolute discretion to enforce a judgement and/or take proceedings in any other jurisdiction in which the Client is incorporated or in which any assets of the Client may be situated.
- (i) In the event that clause 5 (or part thereof) is unenforceable the parties agree that in respect of the Client directly or indirectly employing or engaging the Personnel during the period of the Contract or within eight weeks of its termination (or within thirteen weeks of its due commencement whichever is later) the Damages shall remain payable either as a lump sum or alternatively the Client may agree to extend the period of the Contract by a number of weeks which shall be calculated by dividing the Damages by LA International's gross weekly profit due under this Contract.
- (j) Clause headings shall be inserted for convenience of reference only and shall have no effect in construing this Contract. In the event of any discrepancy conflict inconsistency or contradiction between these Terms and Conditions and the Contract for the Provision of Services, the Contract for the Provision of Services shall over ride these Terms and Conditions to the extent necessary in order to resolve any discrepancy conflict inconsistency or contradiction.