

SERVICES AGREEMENT

This Services Agreement ("the Agreement") dated this DATE

BETWEEN

XXXX (the "Customer")
ADDRESS

AND

Robin Somerville, practising from
Five Paper, 5, Paper Buildings, Temple, London EC4Y 7HB
(the "Independent Third Party")

BACKGROUND:

1. The Customer is of the opinion that the Independent Third Party has the necessary qualifications, experience and abilities to conduct the relevant workplace investigation as set out in the Terms of Reference agreed between the parties ("Terms of Reference").
2. The Independent Third Party is agreeable to providing such services to the Customer 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 consideration is hereby acknowledged, the Customer and the Independent Third Party (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

Services Provided

3. The Customer hereby agrees to engage the Independent Third Party to provide the Customer with services (the "Services") as set out in the Terms of Reference.
4. The Services will also include any other tasks which the Parties may agree on. The Independent Third Party hereby agrees to provide such Services to the Customer.

Term of Agreement

5. 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 of this Agreement may be extended by mutual agreement of the Parties.

Performance

6. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Unless otherwise expressly agreed in writing, the Parties agree that any interviews carried out will be audio recorded by the Independent Third Party and verbatim transcripts will be provided.

Currency

7. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in GBP.

Compensation

8. For the services rendered by the Independent Third Party as required by this Agreement, the Customer will provide compensation (the "Compensation") to the Independent Third Party of as agreed in the pre-agreement correspondence. The fee will be subject to VAT. Unless otherwise agreed by the parties, this fee is a fixed fee, subject to the investigation as described by the Customer in the terms of reference and pre-agreement correspondence.
9. The Compensation will be payable: 50% upon instruction and the remaining 50% the sooner of prior to the delivery of the report or at such a time that the work can no longer continue or comes to an end for whatever reason.
10. The Independent Third Party will be responsible for all income tax liabilities and National Insurance or similar contributions relating to the Compensation and the Independent Third Party will indemnify the Company in respect of any such payments required to be made by the Company.

Return of Property

11. Upon the expiry or termination of this Agreement, the Independent Third Party will return to the Customer any property, documentation, records, or confidential information required by the Customer.

Capacity/Independent Contractor

12. In providing the Services under this Agreement it is expressly agreed that the Independent Third Party is acting as an independent contractor and not as an employee. The Independent Third Party and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Parties agree that the Independent Third Party will not offer any legal advice or legal services to the Customer and that anything said or written by the Independent Third Party does not amount to legal advice or a legal service. The Services are outside the Independent Third Party's regulated practise as a barrister and that this is not required for investigations. The Parties agree that the Customer has the benefit of the general professional indemnity insurance which the Independent Third Party carries covering the Services, but not the Bar Mutual Indemnity Scheme. The Parties agree that the Services are unregulated and do not engage the Bar Standards Board regulatory regime.

Notice

13. 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 of this Agreement by post or by e-mail to such address as any Party may from time to time notify to the other.

Modification of Agreement

14. 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

15. The Independent Third Party will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Customer.

Entire Agreement

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

Titles/Headings

17. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

Gender

18. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law

19. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of England and Wales, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

20. 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

21. 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.

Limitation of liability and Indemnity

22. The parties agree that any liability for breach of this Agreement by the Independent Third Party or damages flowing from their provision of Services under this Agreement will be limited to the consideration set out above.

23. The Customer agrees to pay to the Independent Third Party an amount equal to the amount which would be required to indemnify the Independent Third Party against all actions, proceedings, losses, claims, damages, costs, charges, expenses and liabilities suffered or incurred, and all fines, compensation or remedial action or payments imposed on or required to be made by the Independent Third Party following and/or arising out of any claim brought or complaint made by any employee, officer, director or shareholder of the Customer in respect of the investigation or anything flowing from the work conducted by the Independent Third Party in respect of this Agreement and to provide any information or assistance requested by the Independent Third Party in respect of their defence of any such claim.

Dispute Resolution

24. The parties agree that in the event of a dispute arising under this Agreement that each will attempt to negotiate and then to mediate the dispute in good faith prior to commencing any legal proceedings.

Data Processing

25. The Independent Third Party agrees to adopt, comply and work within the Customer's "GDPR Data Processing Policy" if relevant. Nothing within this Policy or more widely this agreement prevents the Independent Third Party from its work being peer reviewed as part of its quality control process subject to any such reviewer also being bound by the same provisions covered by this Clause.

The Independent Third Party accepts to be bound by the Customer's "Confidentiality and Non-Disclosure Agreement" as attached to this Agreement.

Sample Work

26. From time to time the Independent Third Party is asked to provide samples of its work by prospective clients. The Customer consents to this subject to any work being fully and comprehensively anonymised and/or redacted. Such anonymisation and/or redaction must cover all personal, organisational or location identifiers and any other fact or detail that may directly or indirectly disclose or reveal any connection with the Customer or any of its employees nor permit any such information to be deduced. Names, organisations and locations must be replaced with untraceable codes such as AA or BB where the such codes bear no relation or derivative of their origin.

IN WITNESS WHEREOF the Parties have duly affixed their signatures:

Signed: _____

Print Name: _____

Date: _____
On behalf the Customer

Robin Somerville
Independent Third Party