

AGREEMENT FOR THE PROVISION OF SERVICES

This Statement of Work is entered into between the Service Provider and Client detailed below and governed by the general terms and conditions set out in Appendix 1 (the “**Agreement**”).

The Client has, subject to this Agreement, appointed the Service Provider to provide the Services in accordance with the terms set out in this Statement of Work.

To the extent there is any inconsistency between the terms of this Statement of Work and the terms and conditions set out in Appendix 1, the general terms and conditions shall prevail save to the extent explicitly stated as a Special Term.

SECTION 1 : PARTIES	
Client	
Service Provider	The Ideas Lab London Ltd
SECTION 2: TERM	
Commencement Date	
End Date (if applicable)	One calendar year from the date of this agreement.
Notice Period	14 days
SECTION 3: KEY CONTACTS	
Client Contact (if applicable)	
Service Provider Contact	
SECTION 4: SERVICES	
Services to be provided by Service Provider	[Insert programme name]
For Any Specific Projects:	
Client Actions	Homeworks as may be agreed
SECTION 5: FEES	
Fees	Total Price: £[] + VAT Payment in full upon signature of this agreement.
SECTION 6: SPECIAL TERMS	
Special Terms	

In WITNESS whereof, the parties have each caused this Agreement to be signed and delivered by their duly authorised representatives.

Signed by and on behalf of [CLIENT NAME]

Signed: _____

Name: _____

Title: _____

Date: _____

Signed by and on behalf of The Ideas Lab London Ltd

Signed: _____

Name: _____

Title: _____

Date: _____

Appendix 1 General Terms

This document sets out the Terms and Conditions of the Engagement which shall govern the appointment of the **Service Provider** by the **Client** for and on their behalf and behalf of its affiliates (if any) for the provision of the services set out in the Statement of Work (the "**Services**"). These Terms and Conditions and the Statement of Work shall form the whole contract between the parties (the "**Agreement**") to the exclusion of any other terms.

The Services

1. The Service Provider shall perform the Services described in the Statement of Work in accordance with the terms set out therein and these Terms and Conditions.
2. The Service Provider shall perform the Services with all reasonable, skill, care and diligence, in accordance with best industry practice.
3. The scope of the Services shall be as set out in the Statement of Work. Any revision to the scope of Services, including any requests by Client for the Service Provider to perform any additional services to the Services, shall be agreed between the parties in writing.
4. The Service Provider shall provide the Services to Client as an independent contractor and not as an employee, agent, partner or joint venturer. Neither party will have any right, power or authority to bind the other. This Agreement constitutes a contract for the provision of services and not a contract of employment and accordingly the Service Provider shall be fully responsible for and in respect of (i) any income tax, national insurance and social security contributions arising from or made in connection with the performance of the Services and (ii) any liability arising from any employment related claim or any claim based on worker status arising out of or in connection with the provision of the Services.
5. Nothing in this Agreement shall prevent the Service Provider from being engaged, concerned or having any financial interest in any capacity in any other business, trade, profession or occupation during the term of this Agreement.

Client Responsibilities

6. Client shall provide the Service Provider with complete, accurate and up to date information and shall do the agreed homeworks which shall be completed in a timely fashion and provided to the Service Provider no later than 24 hours prior to the consultation to which the homework relates.
7. Client shall reasonably assist the Service Provider to the extent necessary for the provision of the Services, as may be agreed between the parties.
8. To the best of its knowledge, all information provided by or on behalf of Client ("**Client Information**") will be accurate and complete in all material respects. The provision of Client Information to the Service Provider will not infringe any copyright or other third-party rights.
9. The Service Provider has no obligations to verify any Client Information save to the extent explicitly agreed as part of the Services.
10. At or following the termination of this Agreement the Client, upon request by the Service Provider, shall provide a testimonial, and such request shall be reasonably refused.

Fees

11. Client shall pay the fees for provision of the Services as detailed in the Statement of Work ("**Fees**").
12. VAT will be applied to all fees as required by applicable law.
13. In the event the parties have agreed the Client may pay the Fees by instalment such Fees are fully earned at the commencement of this Agreement and therefore the Client shall remain liable for all unpaid instalments unless a termination event described in Clause 26 occurs.

Deliverables and Intellectual Property Rights

14. The Service Provider shall provide to Client those deliverables as set out in the Statement of Work ("**Deliverables**").
15. All intellectual property rights in any Client Information and any materials provided by Client to the Service Provider shall remain the property of Client or its licensors and Client hereby grants, or shall procure the grant, to the Service Provider of a non-exclusive, non-transferable, royalty-free limited licence to use Client intellectual property rights for the sole purpose of providing the Services in accordance with the Agreement.
16. All intellectual property rights which are created, owned by or licensed to the Service Provider prior to the commencement of the Services, and all modifications thereto, including but not limited to course content shall remain vested in the Service Provider, or its licensors.
17. Access to any course content supplied with the coaching programme is strictly for the Client only and shall not to be shared with any third party without the express prior permission of the Service Provider. This means the Client may not take the Service Provider's exact content and worksheets and present it as their own.
18. Nothing in these Terms and Conditions shall prevent the Service Provider from developing and using any techniques, ideas, concepts, information or know-how relating to methods of general application learnt or developed during the provision of the Services.

Confidentiality

19. The Service Provider shall keep all information created or received in connection with the Services and/or Client and its affiliates and these Terms and Conditions confidential and shall not disclose it to any third party nor use it for any purpose other than in connection with providing the Services without the Client's express prior permission. This however shall not prevent the Service Provider from sharing anonymized examples in generality as part of its business.

Data Protection

20. Each party represents that it shall at all times, during the term of the Agreement comply with all applicable data protection laws, including but not limited to the the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018 and the General Data Protection Regulation (GDPR) (the "**Data Protection Legislation**").

Liability

21. Save where required by law or is expressly provided in this Agreement, neither party may recover in contract or tort, under statute or otherwise, any amount with respect to loss of profit, loss of business, loss of business opportunity, loss of revenue or damage to goodwill, or any consequential, incidental, indirect or special loss in connection with claims arising out of the Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated.
22. Save as required by law and subject to the other liability provisions set out herein, the Service Provider's liability to Client in contract or tort, under statute or otherwise whatsoever arising out of or in connection with this Agreement and the Services shall be limited in total to the amount of the Fees.
23. The Client acknowledges the Service Provider shall assume no duty nor have any liability to any person or entity who is not a party to the Agreement, whether a client, trading partner, service provider or affiliate of the Client.
24. Nothing in the Agreement shall limit or exclude the liability of the Client:
 - (a) for such liability that cannot be excluded or limited by law (including fraud and fraudulent misrepresentation);
 - (b) for breach of any obligations relating to intellectual property, data protection or confidentiality;
 - (c) for payment of the Fees; and
 - (d) for libel or slander.

Term and Termination

25. This Agreement applies to the Services whenever performed (including before the date of this Agreement).
26. This Agreement shall terminate on the completion of the Services and in no event later than one calendar year from the date of this Agreement.
27. Either party may terminate this Agreement, or any particular Service, earlier upon 14 days' written notice to the other party but only on the death or incapacity of either party or where the parties mutually agree in writing.
28. Upon such termination, the Service Provider shall provide a pro rata refund of the Fees paid based on the percentage of scheduled consultation time the Client has not received out of the total agreed for the Services.
29. The other provisions of this Agreement that give rights or obligations beyond its termination shall continue indefinitely following the termination of this Agreement.

Governing Law and Dispute Resolution

30. This Agreement, and any non-contractual matters or obligations arising out of this Agreement or the Services, shall be governed by, and construed in accordance with, the laws of England and Wales.
31. Any dispute relating to the Agreement or the Services shall first be referred in good faith to mediation with a mediator mutually agreed by the parties, and only if that fails to achieve a resolution, then subject to the exclusive jurisdiction of the English courts, to which each party agrees to submit for these purposes.

Miscellaneous

32. The Agreement constitutes the entire agreement between the parties as to the Services and the other matters it covers and supersedes all prior agreements and understandings with respect thereto, including any confidentiality agreements previously delivered. Save in respect of any fraudulent misrepresentation, in entering the Agreement the parties agree that neither have relied on statements other than those included in the Agreement and both give up any claims arising out of statements other than those included in the Agreement.
33. The parties may execute the Agreement (including Statement of Works), as well as any modifications to it by electronic means and each may sign a different copy of the same document. Modifications and amendments to the Agreement or any Statement of Work must be in writing and authorized by representatives of each party.
34. Neither party may assign any of the rights, obligations or claims under the Agreement.
35. If any provision of the Agreement (in whole or part) is held to be illegal, invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.
36. If there is any inconsistency between provisions in different parts of the Agreement, those parts shall have precedence as follows (unless expressly agreed otherwise): (a) the Terms and Conditions, and (b) the Statement of Work.
37. A person who is not a party to the Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.
38. Any notice to be given under the Agreement shall be in writing and given in person or by sending the same by first class letter or email (provided a copy is also sent by mail) to the authorized representatives of each party. Notices shall take effect when they have been received if delivered by hand, or the same business day if received by email or 2 days after posting by first class post.