

# LLUK CONTRACT FOR SERVICES

Contract no: «CONTRACT\_NUMBER»

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**THIS CONTRACT IS MADE 31 October 2007**

**BETWEEN:**

**PARTIES**

1. Lifelong Learning UK (LLUK), whose registered office is situated at 5th Floor, St Andrew's House, St Andrew Street, London, EC4A 3AY, [registered in England 5155002] ("the Company"); and
2. «CONTRACTOR» whose registered office is situated at «ADDRESS1», «ADDRESS2», «ADDRESS3», «ADDRESS4», «ADDRESS5», «ADDRESS6», [registered in England «CO\_REGISTRATION»] ("the Contractor").

**RECITALS**

The Company's reference for this Contract is «CONTRACT\_NUMBER»

**1. DEFINITIONS**

1.1 In this Contract the following words shall have the following meaning:-

“**LLUK**” means Lifelong Learning UK whose role is to promote training and development in the further education sector;

“**the Company's Contract Manager**” means **Jacqueline Turner**, or their replacement in accordance with Clause 5.1;

“**the Contractors Contract Manager**” means «CONTACT\_FIRST\_NAME» «CONTACT\_SECOND\_NAME», or their replacement in accordance with Clause 5.2;

“**the Company's Project Manager**” means «PROJECT\_MANAGER», or their replacement in accordance with Clause 5.1;

“**the Contractors Project Manager**” means «CONTACT\_FIRST\_NAME» «CONTACT\_SECOND\_NAME», or their replacement in accordance with Clause 5.2;

“**the Services**” means the services to be performed by the Contractor as described in Schedule 1;

“**the Act**” means the Copyright Designs and Patents Act 1988;

“**Copyright**” means any and all Copyright, design rights (as defined by the Act) and all other intellectual property and other rights of a like nature which may, during the course of this Contract, come into existence in or in relation to any Work (or part thereof);

“**taxes**” includes income tax, sales taxes and or Value Added Taxes of any applicable jurisdiction.

“**Work**” means any and all works including but not limited to literary, dramatic, musical and artistic works, sound recordings, films, broadcasts or cable programmes, typographical arrangements and designs (as defined by the Act) which are created from time to time during

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the course of the Contract by the Contractor or by or together with others at the Contractor's request or on its behalf and where such works directly relate to or are created in respect of the performance of this Contract or any part of it.

- 1.2 References to "Contract" mean this Contract and the schedules hereto. References to clauses and schedules mean clauses of and schedules to this Contract. The provisions of the schedules shall be binding on the parties as if set out in full in this Contract.
- 1.3 References in this Contract to statutory provisions include subsequent enactments, amendments and substitutions relating to that provision and to any regulations made under it.
- 1.4 References to the singular include the plural and vice versa and references to any gender include all genders. References to a person include any individual, firm, unincorporated association or body corporate.

## **2. COMMENCEMENT AND CONTINUATION**

- 2.1 This Contract will take effect from «**CONTRACT\_START\_DATE**» from which date the Contractor commenced providing the Services and the Contractor shall complete the Services on or before «**CONTRACT\_END\_DATE**».

## **3. CONTRACTOR'S OBLIGATIONS**

- 3.1 The Contractor will provide the Services promptly with reasonable skill and care and to the best of his ability so as to meet the objectives and outcomes set out in the Schedules and otherwise in accordance with the provisions of this Contract.
- 3.2 The Contractor will comply with the various provisions (including accounting and information provisions) of Schedule 2.
- 3.3 The Contractor will provide all necessary plant, machinery, hardware, software and assets of whatever description necessary for it to duly perform its obligations pursuant to this Contract.

## **4. COMPANY'S OBLIGATIONS**

- 4.1 The Company will comply with the payment provisions of Schedule 2 provided that the Company has received complete and accurate information and documentation as required by Schedule 2 to be submitted by the Contractor.

## **5. MANAGEMENT**

- 5.1 The Company shall be entitled to specify a replacement or, replacements, for its Contract Manager and or Project Manager, which it shall promptly notify to the Contractor in writing.
- 5.2 The Contractor shall be entitled to specify a replacement or, replacements, for its Contract Manager and or Project Manager, which it shall promptly notify to the Company in writing.
- 5.3 The Contractor shall promptly comply with all reasonable requests or directions of the Contract Manager in respect of the performance of the Services.

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- 5.4 The Contractor shall address any enquiries about procedural or contractual matters in writing to the Contract Manager. Any correspondence relating to this Contract shall quote the reference number set out in the Recital to this Contract.
- 5.5 The Contractor will procure that its employees, agents and any permitted sub-contractors will, when entering on to the Company's premises, comply with all security and health and safety measures imposed by the Company from time to time including, where relevant the use of photo passes or other passes. The Contractor shall ensure that any pass is returned to the Company when it is no longer required.

## 6. WARRANTY

- 6.1 The Contractor warrants to the Company that the obligations of the Contractor under this Contract will be performed with due care and diligence and to such high standards of quality as it is reasonable for the Company to expect in all circumstances from a specialist skilled provider of services such as the Contractor.
- 6.2 Without prejudice to any other remedy, if any part of the Services is not performed in accordance with this Contract, including without limitation in accordance with 6.1 and with Schedules 1 and 2, then the Company shall be entitled to require the Contractor promptly to re-perform or replace the relevant part of the Services without additional charge to the Company and, pending such re-performance or replacement shall be entitled to withhold all or part of the payment for such part of the Services.
- 6.3 The Company shall inform the Contractor in writing if all or part of the Services have not been achieved in accordance with the relevant sections in Schedule 1 or the Company requires the Contractor to improve the quality of the work done. The Contractor must respond in writing within 10 days.
- 6.4 The Company reserves the right to make time of the essence in relation to the provision of any part of the Services, by serving notice of this in writing in the Contractor in which event, the Company reserves the right to deduct all or part of the Contractor's fee if the Company suffers loss as a result of late performance of the Services either when first performed or as a result of a requirement for re-performance or replacement under 6.2 or late performance of Services which are unsatisfactory.
- 6.5 In the event of a dispute between the parties arising from 6.2 or any other clauses, the parties shall use their best endeavours to resolve the dispute within 14 days of the dispute arising. If the dispute remains unresolved, the parties will attempt to settle it by mediation in accordance with the Centre for Mediation Resolution Model Procedure.

## 7. TERMINATION

- 7.1 This Contract may be terminated by either party by giving the other party at least 30 days notice in writing.
- 7.2 In the event of any breach of this Contract by either party, the other party may serve a notice on the party in breach requiring the breach to be remedied within a period specified in the notice which shall be reasonable in all the circumstances. If the breach has not been remedied by the expiry of the specified period, the party not in breach may terminate this Contact with immediate effect by notice in writing.

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- 7.3 In the event of a material breach of this Contract by either party, not reasonably capable of remedy, the other party may terminate this Contract with immediate effect by notice in writing.
- 7.4 This Contract may be terminated by the Company with immediate effect by notice in writing if at any time:-
- 7.4.1 the Contractor becomes insolvent or enters into receivership whether voluntarily or as the result of a Court Order; or
- 7.4.2 the Contractor files for bankruptcy or protection from its creditors, in accordance with any law applicable in any applicable territory or jurisdiction.

## **8. STATUS OF CONTRACTOR**

- 8.1 The Contractor will at all times during the term of this Contract be an independent contractor.
- 8.2 In carrying out its obligations under this Contract the Contractor agrees that it will be acting as principal and not as the agent of the Company.
- 8.3 The Contractor shall not say or do anything that may lead any other person to believe that the Contractor is acting as the agent of the Company.

## **9. INSURANCE**

- 9.1 As an independent contractor it is a condition of this agreement that the Contractor will be responsible for ensuring that it is covered during the term of the agreement by suitable professional indemnity insurance.
- 9.2 The Contractor will, on demand, produce to the Company a current professional indemnity insurance certificate for examination and copying.

## **10. COMPLIANCE WITH LEGISLATION**

- 10.1 In carrying out this Contract the Contractor shall comply in all respects with all relevant legislation and in particular:-
- 10.1.1 the Contractor shall not commit an act of discrimination rendered unlawful by the Sex Discrimination Act 1975 or the Race Relations Act 1976; and
- 10.1.2 the Contractor shall when on the Company's premises comply with all relevant requirements contained in or having effect under the legislation relating to health, safety and welfare at work.
- 10.2 The Contractor shall not offer to give, or agree to give, to any member, employee or representative of the Company any gift or consideration of any kind as an inducement or reward for doing or refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of this or any other contract with the Company or for showing or refraining from showing favour or disfavour to any person in relation to this or any such contract.

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## 11. COPYRIGHT

- 11.1 The Contractor agrees that the Company shall be legally and beneficially entitled to copyright and all other intellectual property rights whatsoever in any Work produced for the Company and accordingly in consideration of the payment of £1 the Contractor hereby assigns by way of future assignment any copyright and any other rights it may have in relation to any Work to the Company (or to the Crown at the request of the Company) including any and all residual title which it may have in any copyright or other intellectual property rights in relation to any Work.
- 11.2 The Contractor undertakes that it shall, from time to time, take all such steps and execute all such documents as the Company may reasonably require to fully vest in the Company (or in the Crown at the request of the Company) any and all residual title, whether legal or beneficial, to the Copyright and any other rights it may have in relation to any Work.
- 11.3 The Contractor hereby waives any rights it may have in relation to any Work and warrants that no third party has any rights of any kind in relation to any Work.

## 12. CONFIDENTIALITY

- 12.1 Unless the Company notifies the Contractor otherwise, all documents and information provided by the Company to the Contractor during or in connection with the performance of this Contract shall be treated as confidential. Such documents and information shall not be used by the Contractor except for the purposes for which they were made available and such documents and information shall not be disclosed by the Contractor to any other person without the prior written consent of the Company. The above restriction shall not apply to information which:-
- 12.1.1 is already in the public domain otherwise than due to a breach of the Contractor's obligations; or
- 12.1.2 is disclosed to the Contractor without any obligation of confidence by a third party who has not derived it directly or indirectly from the Company; or
- 12.1.3 is trivial or cannot reasonably be considered to be confidential.
- 12.2 The Contractor undertakes to make no reference in any advertising or other promotional material to this Contract or the Company without the prior written consent of the Company.

## 13. RECOVERY OF SUMS DUE

- 13.1 Whenever any sum of money shall be recoverable from or payable by the Contractor to the Company, the Company may deduct the same from any sum then due to the Contractor or which at any time thereafter may become due to the Contractor either under this Contract or under any other contract with the Company.

## 14. INDEMNITY

- 14.1 The Company agrees to make payments under this Contract on the basis that the Contractor is either a registered company, partnership or self employed and the Company are therefore

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not liable to payment of any income tax or national insurance contributions or any other taxes arising out of payment under this Contract. In any event the Contractor agrees to indemnify the Company against any and all liability to pay any taxation, national insurance contributions or similar liabilities or contributions and any costs, claims or expenses relating thereto including (without prejudice to generality) interest and penalties.

## 15. AMENDMENT OR VARIATION

- 15.1 No amendment or variation to this Contract shall be effective unless it is in writing and signed by or on behalf of each of the parties hereto.

## 16. WAIVER

- 16.1 No delay by or omission of the Company in exercising any right, power, privilege or remedy under this Contract shall operate to impair such right, power, privilege or remedy or be construed as a waiver thereof. Any single or partial exercise of any such right, power, privilege or remedy shall not preclude any other or further exercise thereof or the exercise of any other right, power, privilege or remedy.

## 17. NOTICES

- 17.1 Any notices to be given under this Contract shall be in writing and delivered personally or sent by first class post or by facsimile transmission to the Contract Manager (in the case of a notice given by the Contractor). Any such notice shall be deemed to be served, if delivered personally, at the time of delivery, if sent by post, 48 hours after posting or, if sent by facsimile transmission, 12 hours after proper transmission.

## 18. LEGALITY

- 18.1 If any term of provision of the Contract or the Schedules shall be held to be illegal or unenforceable in whole or in part such term or provision or part shall to that extent be deemed not to form part of this Contract but the validity of the remainder of this Contract shall not be affected.

## 19. LAW AND JURISDICTION

- 19.1 The applicable law of this Contract shall be English law and this Contract will be governed by and constructed in accordance with English Law. Unless the parties hereto otherwise agree in writing, the English Courts shall have exclusive jurisdiction and each of the parties hereto submit to such jurisdiction accordingly.

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## Schedule 1

### 1 CONTRACT AIMS

The aims of the project are [insert detail here]

### 2 CONTRACT OBJECTIVES

The objectives are:

- [insert detail here]

### 3. METHODOLOGY

In order to meet the objectives the Contractor shall perform the tasks detailed in the Schedule of Work.

### 4. THE SERVICES

The services of the Contractor will be run in accordance with the Schedule of Work below. Any variation will only be acceptable with the prior written agreement of the Contract Manager. Payment will be subject to satisfactory completion of contract milestones notified in writing by the Contract Manager and to the Financial Terms and Conditions set out in Schedule 2.

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## 5. SCHEDULE OF WORK

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## SCHEDULE 2

### FINANCIAL TERMS AND CONDITIONS

#### **1. EXPENDITURE**

- 1.1 The total expenditure under this contract is «**VALUE\_Gross**» **inclusive** of all taxes. Net value is . VAT tax value is .

#### **2. PAYMENT PROVISIONS**

- 2.1 Funds allocated to a particular expenditure heading in the Table are available for that expenditure heading only. The Contractor shall notify LLUK of any underspend across any expenditure heading upon submission of the final invoice. LLUK maintain the right to claw back any unspent money, or monies not spent according to agreed purpose as set out in Schedule 1. Funds allocated to a particular accounting year are available for that accounting year only. The allocation of funds in the Table may not be altered except with the prior written consent of the Company.
- 2.2 The Contractor shall maintain full and accurate accounts for the Services against the expenditure headings in the Table. Such accounts shall be retained for at least 6 years after the end of the financial year in which the last payment was made under this Contract.
- 2.3 The Contractor shall permit duly authorised staff or agents of the Company, the **Department for Innovation, Universities and Skills**, and the National Audit Office to examine the accounts at any reasonable time and shall furnish oral or written explanations of the account if required. The Company reserves the right to have such staff or agents carry out examinations into the economy, efficiency and effectiveness with which the Contractor has used the Company's resources in the performance of this Contract.

#### **3. INVOICES AND PAYMENTS**

- 3.1 Invoices shall be detailed against the expenditure headings set out in the Table. The Contractor or his or her nominated representative or accountant shall certify on the invoice that the amounts claimed were expended wholly and necessarily by the Contractor on the Services in accordance with the Contract and that the invoice does not include any costs being claimed from any other body or individual or from the Company within the terms of another contract.
- 3.2 Invoices shall be sent within 30 days of the end of the relevant project milestone as set out in the Table to the Contract Manager, LLUK, 4<sup>th</sup> Floor, 36 Park Row, Leeds, LS1 5JL. Unless otherwise agreed payment shall be due to the Contractor no later than 30 days after the receipt of a duly completed invoice. The Company shall not be responsible for any delay in payment caused by incomplete or illegible invoices.
- 3.3 The Contractor shall have regard to the need for economy in all expenditure. Where any expenditure in an invoice, in the Company's reasonable opinion, is excessive having due regard to the purpose for which it was incurred, the Company shall only be liable to reimburse so much (if any) of the expenditure as, in the Company's reasonable opinion after consultation with the Contractor, would reasonably have been required for that purpose.

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- 3.4 If this Contract is terminated by the Company due to the Contractor's insolvency or default at any time before completion of the Services, the Company shall only be liable to pay invoices under paragraph 3.2 where those were due to be paid before the date of termination.
- 3.5 On completion of the Services or on termination of this Contract, the Contractor shall promptly draw up a final invoice which shall cover all outstanding expenditure incurred for the Services. The final invoice shall be submitted not later than 10 days after the date of completion of the Services or the date of termination of this Contract.
- 3.6 The Company shall not be obliged to pay the final invoice until the Contractor has carried out all the elements of the Services specified as in Schedule 1 and complied fully with its obligations pursuant to the Contract.
- 3.7 It shall be the responsibility of the Contractor to ensure that the final invoice is marked as such and covers all outstanding expenditure for which reimbursement may be claimed. Provided that all previous invoices have been duly paid, on due payment of the final invoice by the Company all amounts due to be reimbursed under this Contract shall be deemed to have been paid and the Company shall have no further liability to make reimbursement of any kind. Final invoices must be marked final.

As witness the hands of the parties.

**Authorised to sign for  
and on behalf of the  
Company**

**Authorised to sign for  
and on behalf of the  
Contractor**

.....  
**Signature**

.....  
**Signature**

.....  
**Date**

.....  
**Date**

David Hunter  
Chief Executive  
Lifelong Learning UK  
5<sup>th</sup> Floor  
St Andrew's House  
St Andrew Street  
London  
EC4A 3AY

**Name**  
**Position**  
**Company**  
**Address 1**  
**Address 2**  
**Address 3**  
**Address 4**  
**Postcode**