

This Agreement is made effective as of _____ .

Client: _____ (hereafter referred to as "the Client")

Contractor: Diamond Secretarial, 105 Monteith Drive, Clarkston, Glasgow, G76 8NX (hereafter referred to as "the Contractor")

Our Terms and Conditions should be read in conjunction with and forms part of this contract (see attached).

The parties agree as follows:-

1. **General Information:** Work will not commence until this signed Agreement has been received by the Contractor. Turnaround times for normal one off projects is two working days (48 hours) with larger projects having negotiated deadlines. Rates are billed in one minute increments.
2. **Description of Services:** The Client engages the Contractor to provide [service required]. The Contractor shall provide the aforementioned services [particular period of time/on an as needed basis], as determined by the client.
3. **Estimates/Quotes:** All estimates are based on our initial consultation and are not firm quotes. Our final invoice is based on actual project requirements. The varying nature and unpredictability of projects means that it is not always possible to give exact estimates.
4. **Payment of Services:** The Client will pay the Contractor for the Services above at the rate of [£] per hour, billed in 1 minute increments. The Client agrees to pay all invoices within fourteen days, as stated on the invoice.
5. **Non Payment:** The Contractor reserves the right to charge interest at the rate of 10% per month on any outstanding fees. The Contractor reserves the right to delay/suspend delivery of services until outstanding invoices have been paid. The Client agrees to reimburse the Contractor all legal costs incurred in connection with any legal proceedings taken against the Client to recover sums outstanding under this Agreement.
6. **Discounts:** Retainer Agreements are available for businesses and individuals requiring ongoing support. Unused hours can be carried forward for up to three months. Retainers are non refundable and additional hours over and above the agreed retainer will be charged at the full hourly rate, in one minute increments.
7. **Legal Relationship:** It is understood by the Client that the Contractor is an independent contractor and not an employee of the Client. The Client will not provide any benefits, including health insurance, paid holidays or any other employee benefits for the benefit of the Contractor. Employees of the Contractor who perform services for the Client under this Agreement are bound by the provisions of this Agreement.

Diamond Secretarial

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8. **Termination:** This Agreement may be terminated by either party upon thirty days written notice to the other party. In the event of this Agreement being terminated the Client agrees to pay for all hours worked to that point. The final invoice for terminated contracts will fall due for immediate payment.
9. **Confidentiality:** Information about the Client and their employees is kept strictly confidential in accordance with the Data Protection Act 1998. The Contractor shall treat all documentation as confidential. This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, the Contractor will return to the Client all records, documentation and other items that were used or created during the term of this Agreement. In the event of the Contractor taking legal action over non payment of invoices, it will be deemed that the Client has forfeited the right to confidentiality and the Contractor may use any information held to ensure payment.
10. **Morality Clause:** The Client declares that the work assigned to the Contractor is not illegal or immoral and does not break copyright law. The Client will be held responsible for any legal action taken against the Contractor by any third party in relation to any work assigned to the Contractor that is found to break this declaration. The Contractor has the right to terminate, without penalty any contract they believe breaks this declaration.
11. **Entire Agreement:** This Agreement contains the entire agreement of the parties, and there are no other promises of conditions in any other agreement, whether oral or written. This Agreement supersedes any prior written or oral agreement between the parties. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.
12. **Signatures:** Both the Client and the Contractor agree to the above Agreement.

Client Signature

Contractor Signature

Date

Date

Name: _____

Position: _____