



**GENERAL SERVICE AGREEMENT for CONTRACT for SERVICES (the “Agreement”)**

**This AGREEMENT is dated 19<sup>th</sup> of OCTOBER 2021**

**BETWEEN**

**Yourselves (Hereinafter known as “The Customer”)**

**-AND-**

**Solomon Evans trading as PESK Studios, INC. of Chesham, England. HP5**  
(Hereinafter known as “The Provider”).

**BACKGROUND:**

- A. The Customer is of the opinion that the Provider possesses the necessary qualifications, expertise, experience and/or abilities to provide the “Services” to the Customer.
- B. The Provider is agreeable to providing such “Services” to the Customer on the terms and conditions set out in this Agreement and/or those contained within the Provider’s Terms and Conditions as set out on the website (<https://www.pesk.co.uk/docs/T&Cs.html>).
- C. Due to the ongoing COVID-19 pandemic, it has become necessary to amend some parts of this agreement, especially, but not limited to, the Cancellation Policy (clause 6) and Compensation (clause 9).

**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 Provider (individually the “Party” and collectively the “Parties” to this Agreement) agree as follows:

**Services Provided**

- 1. The Customer hereby agrees to engage the Provider to provide the Customer with services (hereinafter the “Services”) which consist of one or more of (as agreed):
  - i. Providing Professional Information and Communications Technology and Technical Training in Microsoft Windows, mobile and device client and Microsoft Windows Server and other Microsoft Technologies, as detailed in the client brief.
  - ii. Creation of materials for the Services (if requested, or if missing, pursuant to Clause 16).
  - iii. Setting up and implementation of classroom (and other) infrastructure and laboratory (and other) environments commensurate with the Services (if requested, or if missing, pursuant to Clause 16).
  - iv. Provision of, and configuration of, IT and computing and networking equipment.
- 2. The Services may also include any other tasks which the Parties may agree upon.
- 3. Where an agreement for the provision of a particular service does not exist and the service is thereafter provided, this will be charged as a separate service, pursuant to Clause 17.

## **Term of Agreement**

4. The term of this Agreement (the “Term”) shall begin on the date agreed by the Parties and will remain in full force and effect for the agreed time, subject to early termination as provided in this Agreement.
5. The Term may be extended by mutual written (Postal, E-mail, SMS Text) agreement of the Parties.

## **Cancellation Policy**

6. In the event that either Party wishes to terminate this Agreement, that Party will be required to provide at least One (1) week’s prior notice to the other Party. This is defined as 7 days clear, or 5 working days.

### **/!\ NOTE:**

Any reserved booking – a booking that has been held but not confirmed- that is not cancelled up to 7 days prior to the start of the service shall be considered as confirmed and any cancellation within that 7-day period shall incur a charge of 100% of the cost of the provision of the services.

## **Performance**

7. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect and agree to do everything in their power within reason to ensure the successful provision of the Services that the Provider agrees to provide.

## **Currency**

8. All monetary amounts and calculations referred to in this Agreement and any other that is based upon this Agreement are in Great Britain Pounds Sterling (GBP; UK Pounds; GBP £) or the conversion to the same via a reputable Forex trader, bank, broker, or supplier.

## **Compensation**

9. For the Services rendered by the Provider as required by this Agreement, the Customer will provide compensation (the “Compensation”) to the Provider as follows:
  - i. The Customer will pay the Provider **as agreed in the Customer brief**, per full day, or for any part thereof.
  - ii. The Provider’s terms of payment of invoices is 14 days. At that time, full payment will become due.
  - iii. The Customer agrees to reimburse The Provider such expenses as become necessary under normal provision of The Services and as provided under the Reimbursement of Expenses clauses (clause 17, 18 and 19).
  - iv. Bank Holidays, Public Holidays and observable holidays that apply to the Provider will be charged at 2.0 times (double) the normal rate and weekends will also attract a higher rate.
10. The Provider will be responsible for all income tax liabilities and National Insurance or similar contributions relating to the Compensation.

## **Off-Payroll Working Rules (IR35)**

11. The off-payroll working rules only apply to individuals who are working like employees under the current employment status tests for tax, and do not apply to the self-employed.

The Provider works for a wide range of clients and therefore, continues to be outside of the scope of the off-payroll working rules.

## **Terms of Payment.**

12. Unless specified otherwise herein, the Provider will invoice the Customer for the Services upon delivery thereof to the Customer or the Customer's client and payments shall be due within fourteen (14) days from the date of receipt of invoice.
13. All payments under this Agreement shall be by appropriate Electronic Funds Transfer in immediately available funds of the correct legal tender, to such bank account as the Provider shall designate.
14. Each payment shall reference the relevant invoice and thus identify the Services, by so doing, that the payment satisfies.
15. If at any time legal restrictions prevent the remittance of part or all of payments owed by a Party hereunder, the Parties shall promptly negotiate in good faith the terms for repayment under lawful means or methods.

## **Provision of Suitable Environment**

16. The Customer agrees to provide, for the use of the Provider in providing the Services, the following:
  - i. That, if the Customer, having been informed of the hardware and software requirements of the course to be run (as stipulated by the course owners, Microsoft, CompTIA, EC-Council, *et al*) in good time before the start date, should fail to adhere to these requirements, this will constitute a failure on their behalf to deliver a suitable environment for the provision of the Services and thereby constitute a breach of this Agreement or of the entire contract (s).
  - ii. The Provider in no way takes responsibility of the failure of the Customer's (or Customer's client's) equipment, labs or non-delivery of course and/or lab material.
  - iii. The Services have been agreed in advance and the Provider shall therefore be indemnified from costs or charges or levies or fees arising from the Customer's failure to provide such course material, lab material, setup, or suitable equipment, as is their duty, under an implied, written or verbal agreement.
  - iv. It is the sole responsibility of The Customer to provide The Provider with an already set up classroom and suitable material(s) to use as delivery/training material or as (an) aid/aids to training or delivery of the Services. Any failure to provide any of the above will result in The Provider having to spend time setting up or customizing material and the Provider will charge The Customer at the rate of one (1) day per course involved in the delivery of the Services (pursuant to clause 1, 2 and 3).
  - v. All rates and remunerations and compensations will continue to be payable by the Customer even where there has been a failure to deliver the Services as a result of the Customer's failure to provide such set up, course material, lab material or suitable equipment, as is their duty.

## **Reimbursement of Expenses**

17. The Provider will be reimbursed from time to time for all reasonable and necessary expenses incurred by the Provider in the reasonable execution of the Provider's duty in connection with providing the Services hereunder.

18. In the normal provision of the Services, in order to maintain a high standard or quality of the Services, it may on occasion become necessary to make impromptu purchases. Where it is proven that otherwise than this would have jeopardised the quality of the Services being provided it is the duty of the Customer to fully reimburse the Provider any amount spent.
19. The Provider will furnish receipts to the Customer for all such expenses, where requested to do so.

### **Payment Penalties**

20. If the Customer does not comply with the rates, amounts, or payment dates provided in this Agreement, or otherwise agreed upon, a late payment charge will be charged as follows:
  - i. Any discounts previously agreed may be revoked if payment is not made within the Payment Terms described in the Provider's Invoice.
  - ii. Where payment goes over the 30-day threshold, penalties of **GBP£100** will start to accrue, per week, or part thereof.
  - iii. At any time, where payment still has not been received, the Provider reserves the right to seek redress via legal recourse, at the expense of the Customer. All legal fees will be payable by the Customer.
  - iv. The Customer will be charged late payment fees as prescribed by applicable law (*Late Payment of Commercial Debts (Interest) Act 1998* as amended by the *Late Payment of Commercial Debts Regulations 2013*).
  - v. The Customer will pay interest on any late payment at the rate of 10 percent (10%) above the prevailing Bank of England rate.

### **Performance Penalties**

21. No performance penalties will be charged or be payable if the Provider does not perform the Services within the time frame provided by this Agreement.

### **Confidentiality**

22. Confidential information (the "Confidential Information") refers to any data or information relating specifically to the business of the Customer which would reasonably be considered to be proprietary to the Customer. This includes, but is not limited to, accounting records, business processes and client records and, that is not generally known, or could not be reasonably discovered, in the industry of the Customer and where release of that Confidential Information could reasonably be expected to cause harm to the Customer.
23. For the avoidance of doubt, Confidential Information does not include information shown to have been, at the time in question, within one or more of the following categories:
  - i. In the public domain, or within easy retrieval by the general public;
  - ii. known by the Provider before obtaining access to the information under the Agreement; or
  - iii. provided to the Provider by a third party not under an obligation of confidence benefiting the Customer in respect of the information; or
  - iv. independently developed by the Provider without use of Confidential Information; or
  - v. published, or otherwise made generally available to one or more others not under an obligation of confidence to the Customer, without breach of the Agreement by the Provider;or,

- vi. disclosed to a third party, by the Customer or with its authorisation, without confidentiality obligations comparable to those of the Agreement.
24. The Provider agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Provider has obtained, except where it is for the provision of the Services, a legal requirement, or as authorised by the Customer. This obligation will end immediately upon the termination of this Agreement.

### **Ownership of Materials and Intellectual Property**

25. All intellectual property and related materials (the “Intellectual Property”) including any related work in progress that is developed or produced under this Agreement, will be and remain the property and sole ownership of the Provider.
26. The Customer is granted a non-exclusive, limited-use, license of this Intellectual Property for the sole purpose of an on-going concern or contract or contractual arrangement with the Provider and only while the Customer remains “in good standing” with the Provider.
27. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Provider.
28. Upon termination of this Agreement or any contracts or upon falling out of standing with the Provider the Customer will immediately cease to use such Intellectual Property and return or destroy all copies in the Customer’s possession. A statement detailing such return or destruction signed by a Director of the Company will be required to prove cease of use.

### **Capacity / Independent Contractor**

29. In providing the Services under this Agreement it is expressly agreed that the Provider is acting as an independent contractor and not as an employee. The Provider and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a Contract for Service.

### **Notice**

30. 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 as follows:
- i. *{Address of Customer as contained in Client brief}*  
Email: *{Email of Primary Contact on Client brief}*
  - ii. Solomon Evans t/a PESK Studios, INC. *(Email to request full address)*  
Chesham, HP5  
Email: PESKStudiosINC@Outlook.com

Or to such other address as any Party may from time to time notify the other.

### **Limitation of Liability**

31. It is understood and agreed that the Provider will not be liable to the Customer, or any agent or associate of the Customer, for any mistake or error in judgement or for any act or omission done in good faith and believed to be within the scope of authority conferred or implied by this Agreement.

## **Force Majeure**

32. Neither party is liable for failure to perform, except with respect to payment obligations, solely caused by:
- i. unavoidable casualty,
  - ii. unavoidable delays in delivery of materials,
  - iii. embargoes,
  - iv. government orders,
  - v. acts of civil or military authorities,
  - vi. acts by common carriers, emergency conditions (including weather conditions) incompatible with safety or good quality workmanship, or
  - vii. any similar unforeseen event that renders performance commercially implausible.

If an event of *force majeure* occurs, the party injured by the other's inability to perform may elect one of the following remedies:

- i. to terminate this agreement in whole or in part, without disadvantage to the other; or
- ii. to suspend the Agreement, in whole or part, for the duration of the force majeure circumstances.

The party experiencing the *force majeure* circumstances shall cooperate with and assist the injured party in all reasonable ways to minimize the impact of *force majeure* on the injured party, which may include locating and arranging substitute services if necessary.

## **Dispute Resolution**

33. In the event a dispute arises out of or in connection with this Agreement, the Parties will attempt to resolve the dispute through friendly consultation, and in good faith.
34. If the dispute is not resolved within a reasonable period, then any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation.
35. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration in accordance with the Laws of the United Kingdom.
36. The arbitrator's award will be final, and judgement may be entered upon it by any court having jurisdiction within the United Kingdom.

## **Modification of Agreement**

37. 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 before the start of provision of the Services.
38. The Provider reserves the right to add or subtract or make amendments to suit, in line with provision of the Services prior to the start of said Services and where the final terms of the amended Agreement do not affect the Customer detrimentally.

## **Time of the Essence**

39. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

### **Assignment**

40. Neither the Provider nor the Customer will voluntarily or by operation of law assign or otherwise transfer their obligations under this Agreement without the prior written consent of the other Party.

### **Entire Agreement**

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

### **Headings and Titles**

42. Headings and title in this document are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

### **Gender, Singularity and Plurality**

43. Words in the singular mean and include the plural and vice-versa. Words in the masculine mean, imply and include the feminine and vice-versa.

### **Governing Law**

44. 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 the United Kingdom, as enacted by the Parliament of the United Kingdom of Great Britain and Northern Ireland, without regard to the jurisdiction in which any action or special proceeding may be instituted.

### **Severability**

45. 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 and unenforceable parts severed from the remainder of this Agreement.

### **Waiver**

46. 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.

47. On subsequent breaches, defaults or omissions of the same or other provisions of the Agreement any and all waivers may be annulled and readdressed in view of seeking redress for the current breach (or breaches, defaults or omissions) as well as seeking compensation for any relaxations due to a waiver of a previous breach, default or omission.

### **In Good Standing**

48. To be "In Good standing" shall be construed to mean "to be in favour with, or be on good terms with, the Provider, there being no disputes either ongoing or pending, nor payments disputed or pending due to dispute nor payments having breached the payment terms".

**IN WITNESS WHEREOF** the Parties have agreed verbally or otherwise and have duly affixed their signatures (physically or digitally) under hand and seal on this Friday, 29 October 2021.

**Signed:**

-Agreed as Signed-

Authorised Agent of the Customer  
(The Customer)

**Dated:**

*The date shall be from the start of contract,  
or the start of provision of services, whichever  
comes sooner to the end of the contract.*

**Signed:**

Digitally Signed by Solomon Evans  
(The Provider)

**Dated:**

*The date shall be from the start of contract,  
or the start of provision of services,  
whichever comes sooner to the end of the  
contract.*