

CONTRACT FOR SERVICES

CEO Services

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1. Overview

This Contract for Services sets out the terms for the provision of Chief Executive services for erosh [the CLIENT] by [the SERVICE PROVIDER]. Although this Contract for Services is between erosh [the CLIENT], and [the SERVICE PROVIDER], the SERVICE PROVIDER can if necessary provide a substitute (of the same or similar level of qualification).

2. Client / service provider relationship

The SERVICE PROVIDER agrees to provide the CLIENT with services on a *consultancy* basis. The SERVICE PROVIDER is not therefore an employee of the CLIENT in any capacity. There is no obligation on the CLIENT to provide work or on the SERVICE PROVIDER to accept work, and therefore no actual or implied mutuality of obligations. The SERVICE PROVIDER can undertake agreed services when and where they choose and can decide how to manage tasks and projects to meet agreed objectives. The SERVICE PROVIDER is responsible for their own tax and national insurance.

3. Service contract period

This Contract for Services runs from until the end of December each year. Trustees will review the annually Contract in November. Any changes including continuation or termination of arrangements or changes to terms and fees will be implemented for an agreed period from 1 January each year.

4. Time commitment and location

It is expected that the SERVICE PROVIDER will commit such time as is necessary to achieve objectives or complete projects as agreed with the CLIENT. However, we appreciate that some indication is helpful for planning, and accommodating other clients and personal commitments, so would suggest that the provision of these services is likely to involve a commitment of around 35 hours a month. We do not expect the SERVICE PROVIDER to work any particular or regular days/times but a fairly even distribution across each month might be useful for customers. There may also be particular times of the year where the commitment may need to be concentrated into a particular block.

The CLIENT does not have an office. The SERVICE PROVIDER may provide services from any location.

5. Holidays

As the SERVICE PROVIDER is contracted on a self-employed basis, the CLIENT does not provide holiday pay or holiday cover. There is no need for the SERVICE PROVIDER to notify the CLIENT of any personal or professional commitments including holiday except where these are likely to impact on the SERVICE PROVIDER'S ability to achieve agreed objectives or meet deadlines. It would be helpful however if the SERVICE PROVIDER advises of any significant periods of time where they will not be available or do not want to be contacted.

6. Service objectives

- Provide vision and direction to maximise opportunities for the charity's growth and development.
- Lead and manage all erosh activities to achieve the business objectives agreed by the Board of Trustees.

7. Responsibilities

7.1. CLIENT Responsibilities

- Pay agreed fees for the services specified in this Contract. Fees will not be paid for any additional work which has not been agreed in advance with the CLIENT.
- Reasonable availability when resolving a service related incident or request.
- Timely provision of objectives, information, and deadlines.
- Notifying the SERVICE PROVIDER of any delays impacting on agreed objectives or deadlines.

7.2. SERVICE PROVIDER Responsibilities

- Payment of any costs associated with home working e.g. telephone, internet, other office costs etc.
- Managing their own time to meet agreed objectives and deadlines.
- Notifying the CLIENT of any delays impacting on agreed objectives or deadlines.

8. Contract reviews

This Contract for Services will be monitored by the Chair of the Board of Trustees through occasional progress meetings, and by Trustees through quarterly update reports.

9. Fees

Fees are £50 per hour based on a commitment of around 35 hours per month. The SERVICE PROVIDER may invoice the CLIENT in any way they choose i.e. at the end of a month/months or at the end of the contract period. Provided invoices are correct with all relevant information, the CLIENT will pay by BACS transfer within 30 days.

- Any additional projects agreed with the CLIENT will be costed separately.
- The CLIENT will not pay any home office costs unless for a particular purpose (agreed in advance).
- Any reasonable travel and subsistence expenses incurred will be paid by the CLIENT (subject to agreement in advance). Mileage is currently paid at a rate of 45p per mile.

10. Data protection

The CLIENT is subject to the [General Data Protection Regulation](#) (GDPR) protecting individuals' personal data. The CLIENT has in place systems and processes to ensure data is held and processed fairly and lawfully. The CLIENT expects the SERVICE PROVIDER to comply with the GDPR; in particular:

- Keep and use any personal data of members/non-members only for the purpose for which it was originally obtained and in accordance with instructions from the CLIENT (normally the Administrator).
- Ensure personal data (in any format) is secure and electronic data is password protected access.
- Not to pass on or give access to personal data to a third party without agreement with the CLIENT.
- Not to obtain and/or store personal data of members/non-members unless this has been provided by the CLIENT (normally the Administrator) who will have sought the necessary permissions.
- Report any data breaches immediately to the CLIENT (normally the Administrator).

11. Copyright and other rights

Provided agreed fees have been paid to the SERVICE PROVIDER, copyright for any material, technical infrastructure, and data in any format (including the erosh website) for any purpose created for the CLIENT by the SERVICE PROVIDER rests with the CLIENT.

On completion or termination of the contract, if all fees have been paid, the SERVICE PROVIDER will provide all reasonable cooperation in transferring information and data to the CLIENT. The CLIENT does not expect to be charged for transfer of any information and data as ownership rests with the CLIENT.

12. Notice period

The SERVICE PROVIDER is not an employee of the CLIENT in any capacity. Particular services or projects are provided by the SERVICE PROVIDER in a consultancy arrangement for a specified period of time. There is no requirement for the SERVICE PROVIDER or the CLIENT to give notice to terminate the contract unless the SERVICE PROVIDER is not meeting agreed objectives or there is gross misconduct.

13. Further information

For further information or to discuss the role in more detail, please contact Rebecca Mollart, Chief Executive, 07803 176 957 ceo@erosh.co.uk

14. Signatures

For erosh:

Consultant:

Ann Karas, Chair [date]

[Consultant] [date]