

MINUTE OF AGREEMENT

between

Lisa Sykes trading as **Out of Your Office** at 47 Buckstone Road, Edinburgh, EH10 6UN,
(hereinafter referred to as the "Contractor")

and

of _____

trading as _____

(hereinafter referred to as the "Client")

As the Client has agreed to employ the Contractor to carry out various work on its behalf as detailed in paragraph 8 hereof, it is appropriate that the terms of agreement between the parties be set out in writing. The parties therefore agree the following:

1. Contact Details

The Contractor may be contacted at 47 Buckstone Road, Edinburgh, EH10 6UN, by telephone on 0131 208 3200 or 07794 688506, by fax on 0131 464 4900 or at lisa@outofyouroffice.com normally on weekdays between the hours of 9am and 5pm, or outwith these hours by special arrangement.

2. Confidentiality

The Contractor will not divulge to any third party any information gained about the Client, the Client's customers/clients, or the Client's business, unless specifically authorised to do so.

3. Invoicing and Payment

The Contractor will issue an invoice either at the end of the period of its employment or at regular intervals throughout the term of its employment. Any additional materials and outlays, for example photocopying, will be charged to the Client by the Contractor at cost. Payment of all accounts will be required within 28 days of the date of the invoice failing which interest on the amount of any outstanding invoices shall run at the rate of 2% above the Royal Bank of Scotland plc base rate until payment is made in full. In the event of outstanding invoices, the Contractor reserves the right to withhold completed work from the Client until payment has been made. Should a contract be terminated, the Client agrees to pay for the hours worked by the Contractor up to that point. The final invoice for terminated contracts will fall due for immediate payment on submission of that invoice.

4. Cost Estimates

A detailed cost estimate will be issued to the Client prior to any work being undertaken based on the initial client brief. If the work turns out to be more complicated or the Client amends their original brief then the Contractor may require to amend their cost estimate,

but will advise the client accordingly. Cost estimates will expire one month after their date of issue, unless otherwise agreed in advance.

5. Intellectual Property

The Contractor shall hold intellectual property rights over work templates created during their period of work with the Client. The Contractor may therefore use these templates when working with other Clients who are not direct competitors of the Client's business.

6. Proof reading

Final proof reading of all documents is the Client's responsibility prior to final approval.

7. System Failure

The Contractor takes due care to prevent system failure however they cannot be held liable for loss as a result of computer, power or telephone line failure.

8. Outline of work instructed by the Client:-

9. Charging rates for the work to be undertaken by the Contractor and agreed to by the Client:-

Please review, print and sign this Agreement then post or fax a copy to Lisa Sykes, Out of Your Office, 47 Buckstone Road, Edinburgh, EH10 6UN, fax 0131 464 4900.

Signed on behalf of the Client by

NAME Date

SIGNATURE

Signed by Lisa Sykes on behalf of Out of Your Office

SIGNATURE Date