

**DATED**

**(1) <<Insert Name of Service Provider>>**

**(2) <<Insert Name of Company>>**

**COMPANY SECRETARIAL SERVICES AGREEMENT**

**THIS AGREEMENT** is made the              day of

**BETWEEN:**

- (1) <>Name of Appointee>> [a company registered in <>Country of Registration>> under number <>Company Registration Number>> whose registered office is at] **OR** [of] <>insert Address>> ("the Appointee")<sup>1</sup> and
- (2) <>Name of Company>> [a company registered in <>Country of Registration>> under number <>Company Registration Number>> whose registered office is at <>insert Address>> ("the Company")

**WHEREAS:**

- (1) The Appointee is in business as an independent provider of <>Company Secretarial>> services to companies. The Appointee has reasonable skill, knowledge and experience in that field.
- (2) The Company wishes to engage the Appointee to provide the company secretarial services set out in this Agreement, subject to the terms and conditions of this Agreement.
- (3) The Appointee agrees to provide the company secretarial services set out in this Agreement to the Company, subject to the terms and conditions of this Agreement.

**IT IS AGREED** as follows:

**1. Definitions and Interpretation**

- 1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

<b>"Application"</b>	means an application, filing, notice or other communication or document which is made or sent by the Appointee to a Recipient;
<b>"Business Day"</b>	means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in <>insert location>>;
<b>"Charges"</b>	means the taxes, charges, duties and fees that the Company is liable to pay to third parties as a result of the Appointee performing the Services;
<b>"Commencement Date"</b>	means the date on which provision of the Services shall commence, as set out in sub-Clause 8.1;

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<sup>1</sup> The Appointee may be an individual or a corporate entity.

**“Confidential Information”**

er Party, information sent by the other Party by the other Party in connection with this Agreement in writing or any other medium, if such information is expressly so marked as such;

**“Fee”**

<<£ insert amount>> or may be notified by the Company prior to the end of the year;

**“Recipient”**

or regulatory authority or an Application is made to the Company amongst other bodies,

**“Required Information”**

and documents which the Company provide to the Appointee in order to perform the Services under clause 3;

**“Services”**

secretarial services to be provided by the Appointee to the Company in accordance with clause 2, as fully defined in this Agreement subject to the terms and conditions of this Agreement; and

**“Term”**

the term of this Agreement as set out in

- 1.2 Unless the context otherwise requires:
  - 1.2.1 “writing”, and any other mode of communication effected by similar means;
  - 1.2.2 a statute or a provision of law or a provision as amended from time to time;
  - 1.2.3 “this Agreement” is the main body of the Schedules as amended from time to time;
  - 1.2.4 a Schedule is a schedule to this Agreement;
  - 1.2.5 a Clause or paragraph is a clause or paragraph (other than the Schedules) to this Agreement;
  - 1.2.6 a “Party” or the “Parties” refers to the parties to this Agreement.
- 1.3 The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.
- 1.4 Words imparting the singular gender shall include the plural and vice versa.
- 1.5 References to any gender shall be construed in the gender.
- 1.6 References to persons shall be construed in the plural.

## 2. Provision of the Services

- 2.1 With effect from the Commencement Date or the Term of this Agreement, provide the Services.
- 2.2 The Appointee shall provide the Services in such manner as the Appointee sees fit, having regard to the Appointee's reasonable skill and care.
- 2.3 Unless the Parties agree otherwise, the Services require otherwise, the Services shall be provided by the Appointee organising where, when, how and in what manner the Services are performed. For the avoidance of doubt, the Appointee may decide that certain Services or aspects of the Services are to be provided at the Company's premises, and the Appointee may use the facilities at its premises when providing the Services. It is agreed that the Company does not require the Appointee to provide the Services at the Company's premises on a particular day/s or time/s or days/times.
- 2.4 The Company shall not supervise, control or direct the Appointee or any employee or agent of the Appointee in providing the Services nor shall the Appointee's and such employee/s or agent/s be under the control of the Company. The Services are at all times under the sole control of the Appointee.
- 2.5 The Appointee shall liaise with the Company to ensure that due account is taken of the Company's requirements and reasonable instructions given by the Company in respect of the requirements and instructions of the Company and the specification of Services.
- 2.6 The Appointee shall be responsible for ensuring that it complies with all relevant statutes, regulations and standards.
- 2.7 [The Appointee may, in respect of the provision of the Services, act on the Company's behalf in accordance with this Agreement but shall be liable for its own acts and omissions from time to time.]
- 2.8 **EITHER** [The Services shall be provided by the Appointee as the Appointee sees fit, having regard to the most appropriate to carry out those Services from time to time by the Appointee as the Appointee sees fit, having regard to the most appropriate to carry out those Services.]<sup>2</sup>
- 2.9 The Appointee can at any time provide the same as or similar to any of the Services to other clients which are the same as or similar to any of the Company's clients.

## 3. Obligations of the Company

- 3.1 The Company shall provide the Appointee with such information as soon as possible after the occurrence of any significant transactions or actions (of the Company) as the Appointee may require in connection to the Appointee as the Appointee sees fit, having regard to certain meetings, events, etc. (see Clause 3).
- 3.2 The Company acknowledges that the Appointee's services are not provided in an appropriate manner if:
- a) the Appointee may be required to prepare the required documents in accordance with the Appointee's usual practices.

<sup>2</sup> If the Appointee is a corporate as opposed to an individual, the second alternative should be used.

- documentation, forms and other documents required by the Company or its Agents or Recipients in connection with the performance of the Services;
- b) it may not be possible to file the Applications with or to accept them before the filing date accepted or the filing can only be made late; and
  - c) the Company may not be able to accept the Applications if they are required to pay penalties or fines and may be open to legal proceedings.
- 3.3 The Company shall comply with all relevant statutes and regulations, in particular the:

#### 4. Fees, Payment and Records

- 4.1 In consideration for the Services, the Appointee shall pay the Fee to the Company in accordance with Clause 4.
- 4.2 The Company shall also be entitled to charge the Appointee for expenses and other charges.
- 4.3 The Appointee shall invoice the Company for all fees and Charges due in accordance with the provisions of this Agreement.
- 4.4 All payments required to be made by the Appointee shall be made within <>insert period<> Business Days of the date of issue of the invoice.
- 4.5 All payments required to be made by the Appointee shall be made in <>insert currency, e.g £ sterling<> at the location>> as the Appointee directs.
- 4.6 Where any payment pursuant to this Agreement is required to be made on a day that is not a Business Day, it shall be made on the next following Business Day.
- 4.7 Without prejudice to sub-clause 4.6 above, any sums which remain unpaid following the expiry of the payment period shall incur interest on a daily basis at <>insert rate<> from time to time, until paid in full of any such outstanding sums.
- 4.8 The Appointee shall:
  - 4.8.1 keep, or procure the keeping, of such records and books of account as are necessary to account for the payment of any sums payable under this Agreement, calculated;
  - 4.8.2 at the reasonable request of the Company, allow the Company or its employees to inspect and copy any books of account and, to the extent that they relate to the services, to take copies of them; and
  - 4.8.3 [within <>insert period<>, obtain at its own expense, a certificate as to the accuracy of the accounts maintained by that Party pursuant to sub-clause 4.8.1.]

#### 5. Liability, Indemnity and Insurance

- 5.1 The Appointee shall ensure that it has in place insurance at all times suitable and valid

- 5.2 In the event that the Appointee fails to provide services with reasonable care and skill it shall carry out such necessary remedial action at no additional cost to the Company.
- 5.3 The Appointee's total liability for damage caused as a result of its negligence or breach of this Agreement is limited to £<<insert sum>>.
- 5.4 The Appointee shall not be liable to the Company that results from failing to follow any instructions given by the Appointee.
- 5.5 Nothing in this Agreement limits the Appointee's liability for death or personal injury.
- 5.6 Subject to sub-Clause 5.3 the Company shall not be liable for any costs, liability, damage or expenses arising from the Appointee's breach of this Agreement.
- 5.7 The Company shall indemnify the Company against any costs, liability, damages, loss, claims or proceedings arising out of the equipment (including that supplied by the Appointee) caused by the Company's employees.

## 6. Confidentiality

- 6.1 Each Party undertakes that any Confidential Information authorised in writing by the other Party to be disclosed during the continuance of this Agreement may only be disclosed by sub-Clause 6.2 or as follows at all times during the period <<insert period>> years] after its termination:
- 6.1.1 keep confidential all Confidential Information;
  - 6.1.2 not disclose any Confidential Information to any other party;
  - 6.1.3 not use any Confidential Information for any purpose other than as contemplated by and in accordance with this Agreement;
  - 6.1.4 not make any copies or extracts of any Confidential Information;
  - 6.1.5 ensure that none of its employees, agents, sub-contractors or advisers, who have access to Confidential Information, would be a breach of the provisions of 6.1.1 to 6.1.4 above.
- 6.2 Either Party may:
- 6.2.1 disclose any Confidential Information:
    - 6.2.1.1 any sub-contractors engaged by that Party;
    - 6.2.1.2 any government department or regulatory body; or
    - 6.2.1.3 any employee or officer of that Party or of any of the aforementioned bodies;
  - to such extent only as is necessary to fulfil the obligations under this Agreement (including the delivery of Services), or as required by law, to inform the person, body or entity to whom the Confidential Information is disclosed of such body under sub-clause 6.2.1.3 (such body) obtaining a written undertaking of confidentiality undertaken by that body which should be as nearly as possible in the following terms:
- for purposes contemplated by this Clause 6, to the provision of the information by that Party shall first give notice to the other Party that the Confidential Information is to be disclosed to any employee or officer of any other Party a written undertaking in question. Such undertaking shall be in the terms of this Clause 6, to

- keep the Confidential Information for the purposes for which they received it;
- 6.2.2 use any Confidential Information, directly or indirectly, to another person, to the benefit of that Party, or at any time after the termination of this Agreement, by reason of the fault of that Party. In either case, the other Party must not disclose any part of the Confidential Information that is not public knowledge;
- 6.3 The provisions of this Clause 6 shall survive the termination of this Agreement in accordance with their terms, notwithstanding the termination of this Agreement for any reason.
- ## 7. Force Majeure
- 7.1 Neither Party to this Agreement shall be liable for failing to perform its obligations under this Agreement by reason of an event beyond its control that makes it liable for any such failure. A Party will not be liable for any such failure if it is beyond the reasonable control of that Party.
- 7.2 The Party affected by such an event must give notice in writing when such circumstances first occur and when they cease to occur. If such circumstances continue for a continuous period of more than **<>insert period</b>**, the other Party may terminate this Agreement by written notice.
- ## 8. Term and Termination
- 8.1 This Agreement shall come into effect on the **<>insert date</b>** (the "Commencement Date") and shall continue for a Term of **<>insert term</b>** from that date, subject to the provisions of this Clause 8.
- 8.2 Either Party shall have the right to terminate this Agreement by giving written notice to the other party at least **<>insert notice period</b>** before the expiry of the Term specified in this Agreement has been completed. The other Party may extend this Agreement for a further period of **<>insert period</b>**.
- 8.3 Either Party may terminate this Agreement by giving written notice to the other not less than **<>insert notice period</b>** within **<>insert minimum term of agreement</b>** before the end of the Term.
- 8.4 Either Party may immediately terminate this Agreement by giving written notice to the other Party if:
- 8.4.1 any sum owing to the other Party under the provisions of this Agreement is not paid within **<>insert number of Business Days of the month</b>** of the date when it became due;
- 8.4.2 the other Party commits a material breach of any of the provisions of this Agreement and, despite being given notice giving full particulars of the breach and requiring it to be remedied;
- 8.4.3 an encumbrancer takes possession of the property or assets of the other Party;

- 8.4.4 the other Party makes a proposal for the winding up of the other Party, being a company, by way of a scheme of arrangement or a voluntary administration order (within the meaning of the Insolvency Act 2006);
- 8.4.5 the other Party, being a company, has a proposal made against it or, by way of a scheme of arrangement or a voluntary administration order, for the purposes of bona fide reconstruction or re-organisation, in a manner that the company would be bound by or assume liability under this Agreement;
- 8.4.6 anything analogous to the above occurs in a jurisdiction other than Canada;
- 8.4.7 that other Party ceases to carry on business; or
- 8.4.8 control of that other Party is taken by one or more persons not having control of that other Party under this Agreement. For the avoidance of doubt, "control" means the rights ascribed thereto by section 112(1) of the Income Tax Act and Sections 1124 and 1125 of the Corporation Tax Act 2010.
- 8.5 For the purposes of sub-Clauses 8.4.1 to 8.4.8, a Party is deemed to have breached this Agreement if the Party in breach fails to remedy the breach within 30 days of being given notice of the breach in writing by the other Party.
- 8.6 The rights to terminate this Agreement shall not prejudice any other right or remedy which any Party concerned (if any) or any other Person may have in respect of any breach of this Agreement.
- ## 9. Effects of Termination
- Upon the termination of this Agreement:
- 9.1 any sum owing by either Party under this Agreement shall become immediately payable by that Party;
- 9.2 all Clauses which, either express or by implication, relate to the period after the expiry or termination of this Agreement shall remain in full force and effect;
- 9.3 termination shall not affect or impair any right which the terminating Party may have in respect of any claim or remedy which any Party may have in respect of any act or omission before the date of termination;
- 9.4 subject as provided in this Clause 9, in respect of any accrued rights neither Party shall be entitled to make any claim against the other;
- 9.5 each Party shall (except to the extent provided in Clause 6) immediately cease to use, either directly or indirectly, any Confidential Information, and shall immediately return to the other Party all documents in its possession or control which contain or record any Confidential Information.

## 10. No Waiver

No failure or delay by either Party in exercising any right under this Agreement shall be deemed to be a waiver of that right, and no waiver of any provision of this Agreement shall operate as a waiver of any subsequent breach of the same or any other provision.

## **11. Further Assurance**

Each Party shall execute and do all such documents and things as may be necessary to carry the provisions of this Agreement into full force and effect.

## **12. Costs**

Subject to any provisions to the contrary contained in this Agreement, each Party shall pay its own costs of and incidental to the preparation, execution and carrying into effect of this Agreement.

## **13. Assignment and Sub-Contracting**

13.1 [Subject to sub-Clause 13.2] Neither Party may assign, transfer or otherwise charge (by way of sub-contract or otherwise) its rights and obligations hereunder without the prior written consent of the other Party, such consent not to be unreasonably withheld.

13.2 [The Appointee shall be entitled to assign its obligations undertaken by it through any other member or skilled sub-contractors. An assignment by a sub-contractor shall, for the purpose of this clause, be deemed to be an act of omission of the Appointee.]

## **14. Time**

14.1 [The Parties agree that all time periods referred to in this Agreement shall be of the essence of this Agreement.]

**OR**

14.2 [The Parties agree that the time periods referred to in this Agreement are for guidance only and are not intended to be of the essence of this Agreement and may be varied by mutual agreement.]

## **15. Relationship of the Parties**

15.1 The Appointee is engaged by the Parties as an independent contractor.

15.2 Nothing in this Agreement shall constitute the Appointee or any employee or agent of the Appointee and the other Party as constituting a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship set out in this Agreement.

15.3 Neither the Appointee nor any employee or agent of the Appointee shall hold themselves out as having authority to bind the other Party in accordance with sub-Clause 15.1 or 15.2.

## **16. Non-Solicitation**

16.1 Neither Party shall, for the period of <> after its termination, solicit any person who is or was employed by the other Party at any time in relation to this Agreement or to any business carried on by that Party].

16.2 Neither Party shall, for the period of <>

period>> after its termination or expiry, shall not solicit from the other Party any customer or Company or person whom the other Party would cause damage to the business of the other Party without the express written consent of that Party].

Notice away from the other Party to solicit or entice without the express written consent of that Party.

## 17. Third Party Rights

- 17.1 No part of this Agreement is intended to give effect to or bind any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.
- 17.2 Subject to this Clause 17 the rights and obligations under this Agreement shall be binding on the transferee, successors and assigns of each party as required.

Subject to any rights and obligations under this Agreement, no part of this Agreement is intended to give effect to or bind any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

## 18. Notices

- 18.1 All notices under this Agreement shall be in writing and shall be deemed duly given if signed by, or on behalf of, the Party giving the notice.
- 18.2 Notices shall be deemed to have been delivered:
  - 18.2.1 when delivered, if delivered personally or by another messenger (including registered mail) during normal business hours of the recipient; or
  - 18.2.2 when sent, if transmitted by e-mail and a successful transmission report obtained; or
  - 18.2.3 on the fifth business day following, if mailed by ordinary mail, postage prepaid;
  - 18.2.4 on the tenth business day following, if mailed by airmail, postage prepaid.

All notices under this Agreement shall be in writing and shall be deemed duly given if signed by, or on behalf of, the Party giving the notice.

In each case notices shall be addressed to the last known address, e-mail address, or facsimile number of the Party.

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## 19. Entire Agreement

- 19.1 This Agreement contains the entire understanding between the Parties with respect to its subject matter and supersedes all prior agreements in writing signed by the duly authorized representatives of the Parties.
- 19.2 Each Party acknowledges that, in entering into this Agreement, it does not rely on any representation, warranty or condition not expressly provided in this Agreement, except as expressly agreed by the Parties. Any warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

This Agreement contains the entire understanding between the Parties with respect to its subject matter and supersedes all prior agreements in writing signed by the duly authorized representatives of the Parties.

This Agreement contains the entire understanding between the Parties with respect to its subject matter and supersedes all prior agreements in writing signed by the duly authorized representatives of the Parties, except as expressly agreed by the Parties. Any warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

## 20. Counterparts

This Agreement may be entered into by the Parties to it on separate counterparts, which shall be an original, but all the counterparts shall constitute one and the same instrument.

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## 21. Severance

In the event that one or more of the provisions of this Agreement are found to be unlawful, invalid or otherwise unenforceable, they shall be severed from the remainder of this Agreement and the remainder of this Agreement shall be valid and enforceable.

If any provision of this Agreement is found to be unlawful, invalid or otherwise unenforceable, it shall be deemed severable and the remainder of this Agreement shall remain valid and enforceable.

## **22. Dispute Resolution**

- 22.1 The Parties shall attempt to resolve any dispute arising out of or relating to this Agreement through negotiations between their designated representatives who have the authority to settle such disputes.
- 22.2 [If negotiations under subsection 22.1 above do not resolve the matter within <> of receipt of notice to negotiate, the parties will attempt to resolve the dispute through an agreed Alternative Dispute Resolution ("ADR")]
- 22.3 [If the ADR procedure under subsection 22.2 above does not resolve the matter within <> of the start of the procedure, or if either Party will not participate in the ADR procedure, the dispute may be referred to arbitration by either Party.]
- 22.4 The seat of the arbitration under subsection 22.3 above shall be England and Wales. The arbitration shall be governed by the Arbitration Act 1996 and Rules for Arbitration as agreed between the Parties. In the event that the Parties are unable to agree on the arbitration rules, the arbitration shall be governed by the Rules of the Chartered Institute of Arbitrators, either Party may, upon giving written notice to the other, appoint a Deputy President for the time being to determine the appointment of an arbitrator and to fix the date for any decision on rules that may be required.]
- 22.5 Nothing in this Clause 22.4 above shall preclude a Party or its affiliates from applying to a court for interim injunctions or other relief.
- 22.6 The Parties hereby agree that all disputes relating to the dispute resolution under this Clause 22.4 above shall be determined by one of the final method of dispute resolution chosen by the Parties.

## **23. Law and Jurisdiction**

- 23.1 This Agreement (including any documents annexed thereto or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 23.2 Subject to the provisions of this Clause 23.1 above, any dispute or claim between the Parties arising out of or in connection with contractual matters and obligations shall fall within the jurisdiction of the English Courts and Tribunals and Wales.

**IN WITNESS WHEREOF** this Agreement is executed the day and year first  
before written

SIGNED by  
<<Name and Title of person signing for Appointee>>  
for and on behalf of <<Appointee's Name>>

In the presence of  
<<Name & Address of Witness>>

SIGNED by  
<<Name and Title of person signing for Company>>  
for and on behalf of <<Company's Name>>

In the presence of  
<<Name & Address of Witness>>

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## Specification of Services

The Appointee shall provide the following Services:

1. Maintaining and keeping up to date the Company's statutory registers.<sup>3</sup>
2. Advising the Company's directors and shareholders on their responsibilities under statute and the Company's articles of association.
3. Implementing procedures to ensure the Company complies with its duties and responsibilities.
4. Providing relevant support as required by the Company's directors.
5. Facilitating the inspection of the Company's books and records as are required to be open to inspection.
6. Preparing and filing board and shareholder notices.
7. Preparing and circulating notices and agenda for board and shareholder meetings.
8. Preparing and circulating minutes of board and shareholder meetings.
9. Notifying the directors in due time of the need to file statutory notices and returns.
10. Preparing all notices and returns as required by law and ensuring their prompt delivery (without delay) to a Recipient, including but not limited to:
  - a. any change in the Company's registered office;
  - b. any change in the Company's name;
  - c. the appointment and resignation of a director;
  - d. copies of resolutions and agreements;
  - e. a change in the accounting reference date;
  - f. the return of allotment of shares;
  - g. the statement of capital;
  - h. updates on information regarding people with significant control (PSCs);
  - i. registrable charges;
  - j. the confirmation statement.
11. Liaising with the auditors as required.
12. [Distributing the annual accounts to the company's shareholders in accordance with Companies House].<sup>4</sup>
13. Preparing and issuing share certificates.

<sup>3</sup> This includes the Register of People with Significant Control.

<sup>4</sup> The secretary may not wish to be responsible for distributing the annual accounts if they will not have been done by them. This may be a task that the company auditors/accountants.

14. Accepting receipt of and (except in respect of material which it shall be entitled to retain) promptly forward to the Company all letters and other documents received by the Appointee and promptly inform any one director of the receipt of any writ or summons.
15. Open and inspect all such letters and documents as are referred to in 14 above.
16. The following administrative duties:
- [health and safety compliance];
  - [data protection compliance];
  - [managing PAYE payroll];
  - [managing VAT registration];
  - [managing employee share options];
  - [managing the Company's premises];
  - [<<insert others>>].
17. <<insert other duties to be included here>>

The Services shall not extend to any other services provided for in this Schedule and the Appointee shall not prepare [or file] any documents or pay any of the Charges.

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## **Fees and Payment**

<<Insert complete details of all fees and payment terms and conditions under this Agreement>>

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## Required Information

Information required concerning events and changes:

1. Meetings of the shareholders.
2. Meetings of the board of directors (including the chairman of the board and/or other members of the board).
3. Resolutions of the directors.
4. Resolutions of the shareholders.
5. Changes in the composition of the board of directors and/or other members of the company.
6. Changes in the composition of the shareholders.
7. Changes in the details recorded concerning the shareholders, directors and/or people with significant control (PSCs).
8. The issue, transfer, cancellation, re-issue or reduction of shares.
9. <<Others>>.