

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”)¹ 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:

“Application”	means an application, filing, notice or other communication or document which is made or sent by the Appointee to a Recipient;
“Business Day”	means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in <<insert location>>;
“Charges”	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;
“Commencement Date”	means the date on which provision of the Services shall commence, as set out in sub-Clause 8.1;

¹ The Appointee may be an individual or a corporate entity.

S A M P L E

“Confidential Information”

er Party, information
Party by the other Party
ion with this Agreement
ng or any other medium,
information is expressly
or marked as such);

“Fee”

<<£ insert amount>> or
may be notified by the
ny prior to the
year;

“Recipient”

r regulatory authority or
an Application is made
ng amongst other bodies,

“Required Information”

nd documents which the
provide to the Appointee
e to perform the Services
3;

“Services”

ecretarial services to be
ntee to the Company in
e 2, as fully defined in
ject to the terms and
ment; and

“Term”

Agreement as set out in

1.2 Unless the context otherwise

in this Agreement to:

1.2.1 “writing”, and any o
communication effe
similar means;

cludes a reference to any
facsimile transmission or

1.2.2 a statute or a provis
provision as amende

ference to that statute or
levant time;

1.2.3 “this Agreement” is
Schedules as amend

reement and each of the
he relevant time;

1.2.4 a Schedule is a sche

and

1.2.5 a Clause or paragra
(other than the Sche

Clause of this Agreement
the relevant Schedule.

1.2.6 a "Party" or the "Part

to this Agreement.

1.3 The headings used in this A
no effect upon the interpreta

ience only and shall have

1.4 Words imparting the singular

the plural and vice versa.

1.5 References to any gender s

der.

1.6 References to persons shall

S A M P L E

2. Provision of the Services

- 2.1 With effect from the Commencement Date and throughout the Term of this Agreement, the Company shall, throughout the Term of this Agreement, provide the Services to the Appointee.
- 2.2 The Appointee shall provide the Services to the Company with reasonable skill and care.
- 2.3 Unless the Parties agree otherwise, the Appointee shall be responsible to the extent that any specific Services require otherwise, the Appointee shall be exclusively responsible for organising where, when, how and by whom the Services are performed. For the avoidance of doubt, the Appointee may decide that certain Services or aspects of the Services shall be provided at the Company's premises, and the Appointee shall ensure that the Company will provide any facilities at its premises which the Appointee reasonably requires, but it is not the obligation of the Appointee to perform any of the Services on a regular basis or at any particular day/s or time/s or for any particular period.
- 2.4 The Company shall not supervise, direct or control the Appointee or any employee or agent of the Appointee in providing the Services nor shall the Company have any right to do so, and the Appointee shall be responsible for the activities in carrying out the Services and shall exercise full and exclusive supervision, direction and control.
- 2.5 The Appointee shall liaise with the Company to ensure that due account is taken of the Company's reasonable instructions, requirements and instructions in accordance with all reasonable instructions given by the Company provided such requirements and instructions do not conflict with sub-Clauses 2.3 and 2.4 and the specification of Services in Clause 1.
- 2.6 The Appointee shall be responsible to ensure that it complies with all applicable laws, statutes, regulations and standards in the provision of the Services.
- 2.7 [The Appointee may, in relation to the Services, act on the Company's behalf. The terms of this Agreement but shall be subject to the provisions of this Agreement from time to time.]
- 2.8 **EITHER** [The Services shall be provided by the Appointee as the Appointee shall determine from time to time as the most appropriate to carry out those Services] **OR** [The Services shall be provided from time to time by the Appointee as the Appointee shall determine from time to time as the most appropriate to carry out those Services.]²
- 2.9 The Appointee can at any time provide the Services to other clients which are the same as or similar to any of the Services provided to the Company.

3. Obligations of the Company

- 3.1 The Company shall provide the Appointee with the Required Information as soon as possible after the Appointee requests it in relation to transactions or actions (of the type set out in Clause 3).
- 3.2 The Company acknowledges that the Required Information is not provided in an appropriate form and the Appointee may request the Appointee to prepare the required information in a form suitable for use by the Appointee.

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

S A M P L E

documentation, forms and other documents as part of performing the Services;

- b) it may not be possible to file the Applications with or to the relevant authorities;
- c) the Company may not be able to file the Applications if they are not accepted or the filing can only be made late; and
- d) the Company may, as a result, be required to pay penalties or fines and may be open to legal proceedings.

3.3 The Company shall comply with the relevant statutes and regulations, in particular the Companies Act 2006.

4. Fees, Payment and Records

4.1 In consideration for the Services, the Company shall pay the Fee to the Appointee in accordance with clause 4.

4.2 The Company shall also be liable for the Appointee's Charges.

4.3 The Appointee shall invoice the Company for Fees and Charges due in accordance with the provisions of clause 4.2.

4.4 All payments required to be made by the Company pursuant to this Agreement shall be made to the Appointee by that Party of the relevant invoice.

4.5 All payments required to be made by the Company pursuant to this Agreement shall be made in <<insert currency, e.g £ or \$>> to such bank in <<insert location>> as the Appointee may determine.

4.6 Where any payment pursuant to this Agreement is required to be made on a day that is not a Business Day, the payment shall be made on the next following Business Day.

4.7 Without prejudice to sub-clause 4.6, any sums which remain unpaid following the expiry of the period specified in clause 4.3 shall incur interest on a daily basis at <<insert interest rate>> from time to time from the <<insert name of bank>> made in full of any such outstanding sums.

4.8 The Appointee shall:

4.8.1 keep, or procure the Company to keep, such records and books of account as are necessary for the proper conduct of the business and pursuant to this Agreement; and

4.8.2 at the reasonable request of the Company or its employees to inspect and produce to the Company or its employees, to the extent that they relate to the business of the Company, those sums, to take copies of them; and

4.8.3 [within <<insert period>> of the request, to obtain at its own expense from the <<insert name of bank>> a certificate as to the amount of any sums payable by the Company pursuant to this Agreement during the <<insert period>>.]

5. Liability, Indemnity and Insurance

5.1 The Appointee shall ensure that the Company has at all times suitable and valid insurance.

S A M P L E

- 5.2 In the event that the Appointee shall exercise its right to terminate the Services with reasonable care and skill it shall carry out any remedial action at no additional cost to the Company.
- 5.3 The Appointee's total liability for any loss or damage caused as a result of its negligence or breach of this Agreement shall not exceed the sum of £<<insert sum>>.
- 5.4 The Appointee shall not be liable for any loss or damage suffered by the Company that results from the Appointee's failure to follow any instructions given by the Appointee.
- 5.5 Nothing in this Agreement shall limit the Appointee's liability for death or personal injury.
- 5.6 Subject to sub-Clause 5.3 the Appointee shall indemnify the Company against any costs, liability, damage or loss suffered by the Company arising out of the Appointee's breach of this Agreement.
- 5.7 The Company shall indemnify the Appointee against any costs, liability, damages, loss, claims or expenses (including that of the Appointee) caused by the Company.

Services with reasonable care and skill it shall carry out any remedial action at no additional cost to the Company.

The Appointee's total liability for any loss or damage caused as a result of its negligence or breach of this Agreement shall not exceed the sum of £<<insert sum>>.

The Appointee shall not be liable for any loss or damage suffered by the Company that results from the Appointee's failure to follow any instructions given by the Appointee.

Nothing in this Agreement shall limit the Appointee's liability for death or personal injury.

Subject to sub-Clause 5.3 the Appointee shall indemnify the Company against any costs, liability, damage or loss suffered by the Company arising out of the Appointee's breach of this Agreement.

The Company shall indemnify the Appointee against any costs, liability, damages, loss, claims or expenses (including that of the Appointee) caused by the Company.

6. Confidentiality

- 6.1 Each Party undertakes that it shall keep confidential all Confidential Information disclosed to it by the other Party by sub-Clause 6.2 or as authorised in writing by the other Party, at all times during the continuance of this Agreement and for a period of <<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 for the purposes of this Agreement;
 - 6.1.4 not make any copies of Confidential Information or in any way or part with possession of Confidential Information;
 - 6.1.5 ensure that none of the Confidential Information disclosed to its employees, agents, sub-contractors or advisers, or any other person, would be a breach of the provisions of sub-Clauses 6.1.1 to 6.1.4 above.
- 6.2 Either Party may:
 - 6.2.1 disclose any Confidential Information to:
 - 6.2.1.1 any sub-contractor of the Party;
 - 6.2.1.2 any governmental or regulatory body; or
 - 6.2.1.3 any employee, agent, sub-contractor or adviser of the Party or of any of the Parties;to such extent only as is necessary for the purposes contemplated by this Agreement (including the provision of the Services), or as required by law, provided that the Party shall first inform the person, to whom the Confidential Information is disclosed, that the Confidential Information is confidential and that the disclosure is to any employee or officer of any Party or of any of the Parties, and that the other Party a written confidentiality undertaking should be as nearly as possible in the terms of this Clause 6, to

Each Party undertakes that it shall keep confidential all Confidential Information disclosed to it by the other Party by sub-Clause 6.2 or as authorised in writing by the other Party, at all times during the continuance of this Agreement and for a period of <<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 for the purposes of this Agreement;
- 6.1.4 not make any copies of Confidential Information or in any way or part with possession of Confidential Information;
- 6.1.5 ensure that none of the Confidential Information disclosed to its employees, agents, sub-contractors or advisers, or any other person, would be a breach of the provisions of sub-Clauses 6.1.1 to 6.1.4 above.

Either Party may:

- 6.2.1 disclose any Confidential Information to:
 - 6.2.1.1 any sub-contractor of the Party;
 - 6.2.1.2 any governmental or regulatory body; or
 - 6.2.1.3 any employee, agent, sub-contractor or adviser of the Party or of any of the Parties;

to such extent only as is necessary for the purposes contemplated by this Agreement (including the provision of the Services), or as required by law, provided that the Party shall first inform the person, to whom the Confidential Information is disclosed, that the Confidential Information is confidential and that the disclosure is to any employee or officer of any Party or of any of the Parties, and that the other Party a written confidentiality undertaking should be as nearly as possible in the terms of this Clause 6, to



keep the Confidential and to use it only for the purposes for which the

6.2.2 use any Confidential purpose, or disclose it to any other person, to the date of this Agreement, or at any time after public knowledge through no fault of that Party. In disclosure, that Party must not disclose any par information that is not public knowledge.

6.3 The provisions of this Clause be in accordance with their terms, notwithstanding the t ment for any reason.

7. Force Majeure

7.1 Neither Party to this Agree to be in breach of this Agreement by reason of an forming their obligations or liable for any such failure s from any cause that is beyond the reasonable cont

7.2 The Party affected by such promptly notify the other Party in writing when such circum or failure in performance and when they cease to instances continue for a continuous period of more Party may terminate this Agreement by written notice

8. Term and Termination

8.1 This Agreement shall come Commencement Date>> and shall continue for a Term m that date, subject to the provisions of this Clause 8.

8.2 Either Party shall have the e ment and consent of the other Party and exercisable <<insert notice period>> written notice to the other a <<insert notice period>> copy of the Term specified in sub-Clause 8.1 (or any f this Agreement has been extended pursuant to this p Agreement for a further period of <<insert period>>.

8.3 Either Party may terminate t to the other not less than <<insert notice period>> w on or at any time after <<insert minimum term of ag

8.4 Either Party may immedi e ment by giving written notice to the other Party if:

8.4.1 any sum owing to Party under any of the provisions of this A within <<insert period>> Business Days of the

8.4.2 the other Party com of any of the provisions of this Agreement and, of remedy, fails to remedy it within <<insert pe after being given written notice giving full p n and requiring it to be remedied;

8.4.3 an encumbrancer ta ere the other Party is a company, a receiver the property or assets of that other Party;



8.4.4 the other Party make being a company, b the meaning of the In

8.4.5 the other Party, bei made against it or, b the purposes of bona a manner that the co bound by or assume this Agreement);

8.4.6 anything analogous jurisdiction occurs in

8.4.7 that other Party ceas

8.4.8 control of that other persons not having Agreement. For t "connected persons Sections 1124 and 1

8.5 For the purposes of sub-Cl remedy if the Party in breac respects.

8.6 The rights to terminate th prejudice any other right o concerned (if any) or any oth

9. Effects of Termination

Upon the termination of this Agree

9.1 any sum owing by either Pa Agreement shall become im

9.2 all Clauses which, either exp the expiry or termination of t

9.3 termination shall not affect o which the terminating Party termination or any other rig may have in respect of an before the date of terminatio

9.4 subject as provided in this rights neither Party shall be

9.5 each Party shall (except to cease to use, either direct shall immediately return to t control which contain or rec

10. No Waiver

No failure or delay by either Party i shall be deemed to be a waiver of t of any provision of this Agreement s breach of the same or any other pro

ment with its creditors or, administration order (within

, has a bankruptcy order into liquidation (except for e-construction and in such m effectively agrees to be on that other Party under

g under the law of any y;

, to carry on business; or

any person or connected Party on the date of this Clause 8, "control" and ings ascribed thereto by Corporation Tax Act 2010.

be considered capable of provision in question in all

this Clause 8 shall not in respect of the breach

y of the provisions of this ble;

, relate to the period after ain in full force and effect;

damages or other remedy the event giving rise to the remedy which any Party ment which existed at or

n respect of any accrued on to the other; and

in Clause 6) immediately fidential Information, and ments in its possession or mation.

rights under this Agreement by either Party of a breach waiver of any subsequent

S

11. Further Assurance

Each Party shall execute and do all such acts 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, each Party shall pay its own costs of and incidental to the negotiation, 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 (with or without charge) or sub-licence or otherwise deal with its obligations hereunder, or sub-contract or otherwise delegate its obligations hereunder without the written consent of the other Party, which consent shall not be unreasonably withheld.

13.2 [The Appointee shall be entitled to employ or engage through any other member or sub-contractor or skilled sub-contractors. Any such other member or sub-contractor shall, for the purposes of this Agreement, be deemed to be an act or omission of the Appointee.

14. Time

14.1 [The Parties agree that all time provisions contained in this Agreement shall be of the essence of this Agreement.]

OR

14.2 [The Parties agree that the time provisions contained in this Agreement are for guidance only and are not intended to be binding and may be varied by mutual agreement.]

15. Relationship of the Parties

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

15.2 Nothing in this Agreement shall constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship created by this Agreement.

15.3 Neither the Appointee nor any of its employees shall hold themselves out as having a partnership, joint venture or other fiduciary relationship with sub-Clause 15.1 or 15.2.

16. Non-Solicitation

16.1 Neither Party shall, for the term of this Agreement and for a period of <<insert period>> after its termination, solicit, induce or attempt to induce any person who is or was employed by the other Party at any time in relation to this Agreement, without the express written consent of that Party].

16.2 Neither Party shall, for the term of this Agreement and for a period of <<insert period>> after its termination, solicit, induce or attempt to induce any person who is or was employed by the other Party at any time in relation to this Agreement, without the express written consent of that Party].

A

M

P

L

E



period>> after its termination
Party any customer or Cor
would cause damage to the
consent of that Party].

notice away from the other
solicitation or enticement
without the express written

17. Third Party Rights

- 17.1 No part of this Agreement is
accordingly the Contracts (P
this Agreement.
- 17.2 Subject to this Clause 17 th
transferee, successors and

s on any third parties and
act 1999 shall not apply to
ue and be binding on the
s required.

18. Notices

- 18.1 All notices under this Agree
if signed by, or on behalf o
notice.
 - 18.2 Notices shall be deemed to
 - 18.2.1 when delivered, if d
registered mail) durin
 - 18.2.2 when sent, if trans
transmission report o
 - 18.2.3 on the fifth busines
ordinary mail, postag
 - 18.2.4 on the tenth busin
postage prepaid.
- In each case notices shall
address, or facsimile numbe

and be deemed duly given
er of the Party giving the
her messenger (including
s of the recipient; or
e-mail and a successful
ted; or
g, if mailed by national
ng, if mailed by airmail,
st recent address, e-mail
ty.

19. Entire Agreement

- 19.1 This Agreement contains
respect to its subject matter
in writing signed by the duly
- 19.2 Each Party acknowledges th
on any representation, wa
provided in this Agreement
implied by statute or comm
by law.

between the Parties with
d except by an instrument
es of the Parties.
greement, it does not rely
on except as expressly
warranties or other terms
ne fullest extent permitted

20. Counterparts

This Agreement may be entered
Parties to it on separate counterpa
shall be an original, but all the co
same instrument.

counterparts and by the
so executed and delivered
ll constitute one and the

21. Severance

In the event that one or more of
unlawful, invalid or otherwise unenf
severed from the remainder of thi
shall be valid and enforceable.

greement is found to be
vision(s) shall be deemed
ainder of this Agreement

22. Dispute Resolution

- 22.1 The Parties shall attempt to resolve any dispute arising out of or relating to this Agreement through negotiations by their duly appointed representatives who have the authority to settle such disputes.
- 22.2 [If negotiations under sub-clause 22.1 do not resolve the matter within <<insert period>> of receipt of the written offer to negotiate, the parties will attempt to resolve the dispute through an agreed Alternative Dispute Resolution (“ADR”).]
- 22.3 [If the ADR procedure under sub-clause 22.2 does not resolve the matter within <<insert period>> of the receipt of the written offer to negotiate, 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 this clause 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 Rules of Arbitration, either Party may, upon giving written notice to the other Party, apply to the President or Deputy President for the time being of the International Institute of Arbitrators for the appointment of an arbitrator and the arbitration rules that may be required.]
- 22.5 Nothing in this Clause 22 shall prevent either Party or its affiliates from applying to a court for interim relief.
- 22.6 The Parties hereby agree that arbitration shall be the final and binding method of dispute resolution under this Agreement for both Parties.

23. Law and Jurisdiction

- 23.1 This Agreement (including any amendments thereto) and all obligations arising therefrom or associated therewith shall be governed by, and construed in accordance with, the laws of England.
- 23.2 Subject to the provisions of clause 23.1, any controversy, proceedings or claim between the Parties arising out of or in connection with this Agreement (including any non-contractual matters and obligations) shall fall within the jurisdiction of the courts of England and Wales.



IN WITNESS WHEREOF this Agreement
before written

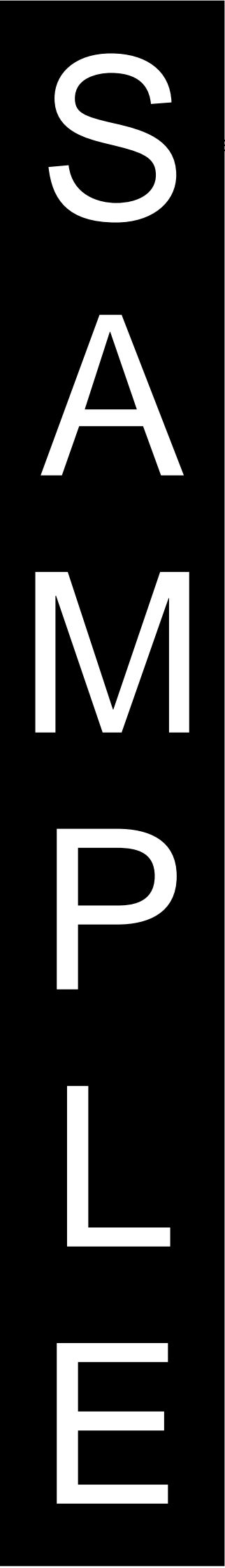
ed the day and year first

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

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



Specification of Services

The Appointee shall provide the following Services:

1. Maintaining and keeping up to date the Company's registers.³
2. Advising the Company's directors and the Company's articles of association of their respective duties and responsibilities under statute and the Company's articles of association.
3. Implementing procedures to ensure compliance with the Company's duties and responsibilities.
4. Providing relevant support as required by the Company's articles of association.
5. Facilitating the inspection of the Company's records as are required to be open to inspection.
6. Preparing and filing board and shareholder resolutions.
7. Preparing and circulating notices and agendas for all 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 in compliance for completing and filing statutory notices and returns.
10. Preparing all notices and returns as required by statute (within the relevant timescale and ensuring their prompt delivery (with appropriate cover) to a Recipient, including but not limited to:
 - a. any change in the Company's name;
 - b. any change in the Company's registered office;
 - c. the appointment and resignation of directors;
 - d. copies of resolutions and agreements of the directors;
 - 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 directors' interests (PSCs);
 - i. registrable charges;
 - j. the confirmation statement.
11. Liaising with the auditors as required by statute.
12. [Distributing the annual accounts to the directors and shareholders, including its filing as appropriate with Companies House].⁴
13. Preparing and issuing share certificates.

³ This includes the Register of People with Significant Control.

⁴ The secretary may not wish to be responsible for distributing the accounts as the preparation of the accounts will not have been done by them. This may be a task that the secretary is required to undertake in liaison with the company auditors/accountants.

14. Accepting receipt of and (except for material, which it shall be entitled to return to the Company all letters and other documents) and promptly inform any one director of the receipt of any writ or summons.

15. Open and inspect all such letters and documents mentioned in 14 above.

16. The following administrative duties:

- a. [health and safety compliance]
- b. [data protection compliance]
- c. [managing PAYE payroll];
- d. [managing VAT registration];
- e. [managing employee share scheme];
- f. [managing the Company's pension scheme];
- g. [<<insert others>>].

17. <<insert other duties to be included in the Schedule of Duties>>

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

S A M P L E

promptly unsolicited advertising material (at reasonable intervals) forward to the Company all letters and other documents addressed to the Company and promptly inform any one director of the receipt of any writ or summons.

mentioned in 14 above.

provided for in this Schedule or pay any of the Charges.

SC

Fees and Payment

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



Required Information

Information required concerning events and

1. Meetings of the shareholders.
2. Meetings of the board of directors (of the board).
3. Resolutions of the directors.
4. Resolutions of the shareholders.
5. Changes in the composition of the any.
6. Changes in the composition of the
7. Changes in the details recorded , directors and/or people with significant control (PSCs).
8. The issue, transfer, cancellation, or sub-division of shares.
9. <<Others>>.

S

A

M

P

L

E