
CONSULTANCY SERVICES CONTRACT

between

_____ **LIMITED**

and

[*]

This **CONSULTANCY SERVICES CONTRACT** is made on this ___ day of ___ 2021 **BETWEEN:**

(1) _____ a Limited Liability Company incorporated with limited liability in the Republic of Kenya, for the purposes hereof of P. O. Box 81737 Mombasa, Kenya (hereinafter referred to as “the Company”) of the one part;

AND

(2) [*] of P. O. Box [*] Nairobi, Kenya (hereinafter referred to as “the Consultant”) of the other part.

WHEREAS

- A. The Company is desirous of receiving various services including the installation and maintenance of Fire & Alarm systems (“the Services”).
- B. The Consultant has the necessary expertise and experience in providing the Services and is willing to provide the Services to the Company.
- C. The Company is willing to retain the Consultant to provide the Services, all in accordance with the provisions of this Agreement.

IT IS AGREED AS FOLLOWS:

1. SERVICES

- 1.1.** The Company shall retain the Consultant and the Consultant shall as an independent contractor, provide the Services to the Company in consideration for which the Company will pay the Consultancy Fee to the Consultant.
- 1.2.** The Services to be provided may change from time to time. In such instances, the Company shall provide the scope of work. Any other work done by the Consultant outside the stated scope shall not be reimbursed.
- 1.3.** When providing the Services, the Consultant shall comply with the following mandatory conditions:
 - 1.3.1 All communications to the Client must be channelled through the Company’s Project Manager;

- 1.3.2 All call-out services or emergencies that may be in need of urgent attention shall be communicated to the Consultant through the Company's representative;
- 1.3.3 All works done must have a service sheet filled and signed by the Consultant, the Client's representative and the Company's representative;
- 1.3.4 All service sheets must be submitted to the Client within 48 hours of service;
- 1.3.5 The Consultant shall submit a detailed report indicating the services provided to the Company within 72 hours; and
- 1.3.6 Any incidents/accidents or services provided outside the scope of work must be reported within 24 hours to the Company's project manager.

2. **TERM**

- 2.1. The Consultant shall commence providing the Services on [*] for a period of _____ months from the date of this Agreement or until this Agreement is terminated in accordance with the provisions of clause 7 herein.
- 2.2. The duration of this Agreement may be extended for such further period and on such terms as may be agreed between the Parties.

3. **FEES AND PAYMENT OF FEES**

- 3.1. The Consultant's Fee to provide the Services shall be Kenya Shillings [*] ("the Consultancy Fee").
- 3.2. The Consultant shall submit to the Company a monthly invoice on or before the 27th day of the month. All invoices must have a service sheet reference number.
- 3.3. The Consultancy Fee shall be subject to remittance of the withholding tax.
- 3.4. As an independent contractor, the Consultant shall be responsible for accounting to the relevant authorities for tax.

4. **CONSULTANT'S DUTIES**

- 4.1 The Consultant will make available to provide the Services as and when the Company shall reasonably request it and at such times and as both parties shall agree at the time of making such request.

4.2 The Consultant shall be required to produce documentary evidence of Insurance Cover, covering him/her from work related injuries while providing the Services to the Company.

4.3 The Consultant hereby agrees and undertakes that:

a) He/ she will at all times faithfully, industriously, and to the best of his ability, experience and skill perform all contracted work expressed hereof to the reasonable satisfaction of the Company; and

b) He/she shall render the Services with due care, skill and judgment in accordance with the highest professional standards to the reasonable satisfaction of the Company.

5. **WARRANTIES LIABILITIES AND INDEMNITIES**

5.1. The Consultant warrants, represents and undertakes that:

5.1.1 He/she will carry out the Services with all due, skill and diligence and in a good, workmanlike manner, and in accordance with the best practice within the Consultant's industry;

5.1.2 He/she has the necessary skills, professional qualifications and experience to perform the Services in accordance with the provisions of this Agreement;

5.1.3 He/she is fully licensed and in good standing with the relevant authority in Kenya; and

5.1.4 He/she has full capacity and authority to enter into this Agreement.

5.2. The Consultant acknowledges and recognises that:

5.2.1 That the Company will be relying on his/her expertise and experience concerning the provision of the Services;

5.2.2 This contract shall not be construed as a contract of employment within the meaning of the Employment Act and the Company shall not be vicariously liable for any acts or omission of the Consultant during the term of this Agreement.

6. **INDEMNITY**

6.1. The Consultant hereby agrees to indemnify and hold the Company, its employees and/or agents harmless from and against all and/or any claims, demands, actions, penalties, suits, liabilities, losses, costs, damages or expenses arising from the breach,

default or negligence of the Consultant in relation to this Agreement.

- 6.2.** The Consultant agrees to promptly and on demand indemnify and hold harmless the Company, its employees and/or agents against any cost, expense, loss or liability (including, without limitation, legal fees) arising out of or in connection with any action, claim, investigation or proceeding commenced or threatened (including, without limitation, any action, claim, investigation or proceeding to preserve or enforce rights) in relation to the Services.
- 6.3.** The Consultant acknowledges and agrees that the indemnities contained in this clause shall survive termination or expiry of this Agreement.

7. TERMINATION

- 7.1 The Company may terminate this Agreement with immediate effect and by issuance of written notice to the Consultant, without incurring any liability in the event that the Consultant:
- (a) Abandons the provision of Services without justifiable cause;
 - (b) Commits a serious breach of this Agreement or willfully acts contrary to lawful instructions issued by the Company's proprietor;
 - (c) Acts in contravention of any applicable laws and regulations in the provision of the Services;
 - (d) Makes any unauthorized disclosure of confidential information relating to the Company or its Companys;
 - (e) Acts in a manner that, in the Company's opinion, has or will bring the Company to disrepute.
- 7.2 The Consultant may terminate this Agreement by giving one month's notice to the Company.
- 7.3 On termination of this Agreement, the Consultant shall deliver to the Company all materials and any other property of the Company which are in the possession or control of the Consultant at the Termination Date and shall not retain copies of such materials and any other property.

8 ENTIRE AGREEMENT

- 8.1 This Agreement contains the whole agreement between the Parties and supersedes and replaces prior written or oral agreements, representations or understandings between them. The Parties agree that they have not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement.

9 WAIVER

9.1 No failure or delay by the Company in exercising any right, power or privilege under this Agreement shall impair the same or operate as a waiver of the same nor shall any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege. The rights and remedies in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

10 AGENCY, PARTNERSHIP

10.1 This Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship as expressly provided for in this Agreement.

10.2 It is acknowledged that the Consultant is an independent contractor and nothing contained in this Agreement shall be deemed to create a relationship of employer and employee or a partnership.

11 SEVERANCE

11.1 If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement, and shall not in any way affect any other circumstances of the validity or enforcement of this Agreement.

12 ASSIGNMENT

12.1 The Consultant shall not be entitled to assign, delegate, or otherwise transfer any or all of its rights and obligations under this Agreement without prior written agreement of the other Party.

13 COUNTERPARTS

13.1 This Agreement may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same agreement, and any party (including any duly authorised representative of a party) may enter into this Agreement by executing a counterpart. Facsimile signatures and/or scanned

