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**CHARLES CAMERON & ASSOCIATES AGREEMENT**

This Agreement is entered into as of the XX day of xxx 2023 by and between

**SAMPLE COMPANY** (company number XXXX) with its registered office at XXXX United Kingdom, which shall also include its Affiliates, and

**Charles Cameron & Associates** **Limited** Registered Company number. 04966796with an office at Blackfriars Foundry, 154-156 Blackfriars Road, London SE1 8EN (“Charles Cameron & Associates”).

**WHEREAS**, SAMPLE COMPANY or its Affiliates (as defined below) may at their absolute discretion request that Charles Cameron and Associates provide Services (as defined below) and Charles Cameron & Associates desires to provide such Services.

**THEREFORE**, in consideration of the mutual agreement below, and intending to be legally bound, the parties agree:

1. **DEFINITIONS**
   1. “Affiliate” means any entity that controls, is controlled by, or is under common control with SAMPLE COMPANY. For purposes of this Agreement, “control” means possessing, directly or indirectly, the power to direct or cause the direction of the management, policies or operations of an entity, whether through ownership of voting securities, by contract or otherwise.
   2. “Agreement” means this agreement by SAMPLE COMPANY and Charles Cameron & Associates, and any Schedules
   3. “Effective Date” means the date first stated above (or if no date is stated above, the latest date upon which a party executed this Agreement).
   4. “Financial Services Laws” means all financial services laws and regulations in the United Kingdom in each case relating to the provision of the Services.
   5. “Services” means all services provided under or in connection with this Agreement, as further detailed in clause 2 and Schedule 1.
2. **Services**
   1. The Services shall be provided by Charles Cameron & Associates from the Effective Date to SAMPLE COMPANY and its employees on the terms and conditions of this Agreement and in accordance with the Process set out in Schedule 2.
   2. The Services shall be provided to all SAMPLE COMPANY employees (which includes full time staff, part time staff, consultants and employees on temporary contacts and to their family and friends).
   3. The Services shall be provided:
      1. In compliance with all Financial Services Laws.
      2. In accordance with best practice in the financial services industry.
      3. By suitable skilled and experienced personnel.
   4. Charles Cameron & Associates shall provide SAMPLE COMPANY with any required promotional material in order to publicise the service to staff.
   5. SAMPLE COMPANY shall use reasonable endeavours to regularly advise its employees of the availability of the Services and shall liaise with Charles Cameron & Associates in respect to this.
   6. SAMPLE COMPANY may request that Charles Cameron & Associates provide any one of the Services, with no obligation to request that Charles Cameron & Associates provide any of the other Services.
3. **Term**
   1. The term of this Agreement shall be indefinite but it can be terminated by either party giving to the other not less than 1 month prior written notice.
4. **Fees and Expenses**
   1. Although Charles Cameron & Associates normally charges a fee of 0.5% of the amount borrowed in accordance with standard industry practice, as a concession to employees of SAMPLE COMPANY no fee is payable by a SAMPLE COMPANY employee and Charles Cameron & Associates will accept commission only from a lender.
   2. Charles Cameron & Associates also agrees to provide all Services (including mortgage surgeries and attendance at events e.g., Benefit Fairs etc.) Free of charge to SAMPLE COMPANY.
5. **Liability of SAMPLE COMPANY** 
   1. Any advice provided to employees of SAMPLE COMPANY by Charles Cameron & Associates will be strictly an individual arrangement between itself and the employee. SAMPLE COMPANY will not be liable for that advice under any circumstance.
6. **Other Activities**
   1. During the Term of the Agreement Charles Cameron & Associates shall be providing similar services to other organisations.
   2. SAMPLE COMPANY may purchase services from any third party that are the same as or comparable to the Services.
7. **Confidentiality** 
   1. Both parties recognise that they, in the course of providing the services contemplated by the Agreement, may come into possession of or become aware of non-public information of each other (“Confidential Information”).
   2. Each party shall ensure that it will maintain the confidentiality of the Confidential Information and shall not, without prior written permission, directly or indirectly:
      1. transfer or disclose any of the Confidential Information to any third party;
      2. use any of the Confidential Information for any purpose other than in connection with the Agreement; or
      3. take any other action with respect to the Confidential Information inconsistent with the confidential and proprietary nature of such information.
   3. Each party further agrees to treat the terms of this Agreement as confidential.
8. **Data Protection**
   1. Each party agrees that it shall adhere to the terms of any relevant data protection laws in relation to any personal data that the parties may exchange under this Agreement.
   2. Charles Cameron & Associates agrees to comply with all applicable data protection legislation in the processing of personal data of SAMPLE COMPANY employees.
9. **Intellectual Property**
   1. Each party shall retain all rights to its intellectual property in respect of all works and materials (including any web-sites, trademarks, trade names, goodwill) created or used by it under this Agreement.
10. **Force Majeure.** 
    1. Notwithstanding anything to the contrary in the Agreement, neither party shall be responsible for any failure to perform under the Agreement due to reasons beyond its reasonable control, including without limitation, acts of God, terrorism, government authority, disaster, wild cat strikes, labour disputes, extreme weather and civil disorders.
    2. In no such event shall either party have any liability to the other, including liability for damages of any kind.
    3. Each party agrees to give notice to the other upon becoming aware of such event, such notice to contain details of circumstances giving rise to the event.
11. **Indemnification.**
    1. Charles Cameron & Associates hereby agrees to indemnify, defend and hold harmless SAMPLE COMPANY, and its officers, directors, agents and employees, against all claims, losses or damages to persons or property and costs (including reasonable solicitors’ fees) it incurs arising out of or relating to Charles Cameron & Associates or its respective officers, employees, agents or contractors in the provision of the Services under this Agreement.
12. **Miscellaneous**
    1. **Independent Contractor.** Charles Cameron & Associates acknowledges that it is acting as an independent contractor, that Charles Cameron & Associates is solely responsible for its actions or inactions, and that nothing in this Agreement shall be construed to create an employment or agency relationship between the parties.
    2. **Entire Agreement.** This Agreement constitutes the complete agreement and understanding between the parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings between the parties. No amendment or variation of the terms of this Agreement shall be effective unless it is made or confirmed in a written document signed by the parties.
    3. **Governing Law and Jurisdiction.**
       1. This Agreement and any non-contractual obligations arising out of or in relation to it shall be governed by and construed in accordance with English law. The Parties agree that the courts of England are to have exclusive jurisdiction to settle any dispute, whether contractual or non-contractual, (including claims for set-off and counterclaim) which may arise out of or in connection with the creation, validity, effect, interpretation or performance of, or the legal relationships established by this Agreement or otherwise arising out of or in connection with this Agreement and for such purposes irrevocably submit to the jurisdiction of the English Courts

**IN WITNESS WHEREOF**, the undersigned have caused this Agreement to be executed as of the date of the Agreement.

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| **SAMPLE COMPANY** | **CHARLES CAMERON & ASSOCIATES** |
| By: | By: |
| Name: | Name: Christine Ayliffe |
| Title: | Title: Head of Corporate Business Development |
| Date: | Date: |

**SCHEDULE 1 – Services**

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| **Website Set Up**  Charles Cameron & Associates will design and provide SAMPLE COMPANY with a bespoke website featuring general mortgage information and with appointment booking functionality  Charles Cameron and Associates will update the website regularly to ensure that the correct sign up information and dates are advertised.  [www.ccameron.co.uk/SAMPLE](http://www.ccameron.co.uk/SAMPLE)  If there are any issues with the website or the website fails then employees of SAMPLE COMPANY should contact Charles Cameron and Associates IT department who will be responsible for any IT issues. | **Required?**  **Y** |  |
| **Mortgage Surgeries**  Charles Cameron and Associates will provide SAMPLE COMPANY employees with 1 to 1 meetings via Mortgage Surgery dates. These will take place onsite in SAMPLE COMPANY ’s offices between the hours of 8:00am-5:30pm on dates to be agreed between the two parties. | **Required?**  **Y** |  |
| **Online Video Meetings**  Charles Cameron and Associates will offer SAMPLE COMPANY employees video meetings, which are pre-bookable via the dedicated website and can be booked on any date and time to suit the employee, outside of the standard surgery dates. | **Required?**  **Y** |  |
| **Online Mortgage Helper**  Charles Cameron & Associates will offer SAMPLE COMPANY staff access to the online mortgage helper tool, via the dedicated website | **Required?**  **Y** |  |
| **Seminar and Education Sessions**  Charles Cameron & Associates will offer SAMPLE COMPANY employees educational sessions, in the format of Seminars / Workshops / Lunch & Learn Sessions / Webinars / Podcasts, in order to support the financial education and wellbeing requirements of the SAMPLE COMPANY Benefits team. These sessions will be included in the service free of charge to SAMPLE COMPANY and SAMPLE COMPANY employees. | **Required?**  **Y** |  |
| **Management Information**  Charles Cameron and Associates will provide anonymous Management Information on a quarterly or annual basis as preferred. This is to be sent in the agreed form to ‘SAMPLE COMPANY’ nominated representative. | **Required?**  **Y** |  |
| **Promotional Material**  Charles Cameron & Associates will provide SAMPLE COMPANY with promotional copy and material in order to publicise the service and dates of meetings to employees. | **Required?**  **Y** |  |

**Schedule 2 – Process**

1. **Service delivery – date, time and location**. To be confirmed by the SAMPLE COMPANY Reward Team. The process for confirming delivery of services shall be done via electronic mail (email) (the “Confirmation”). Upon receipt of a Confirmation Charles Cameron & Associates shall provide the Services on the dates and times indicated in the Confirmation. Acceptance of the Confirmation shall be assumed upon the Confirmation being sent to Charles Cameron & Associates. The Confirmation shall contain the final location, date, times and delivery method for the Services and shall supersede any prior communications regarding the location, date, times and delivery of the services.
2. In the event Charles Cameron & Associates is unable to meet the dates in the Confirmation or wishes to raise any issue with the Confirmation Charles Cameron & Associates shall communicate such issue via electronic mail to the SAMPLE COMPANY Reward Team. Any agreed changes to the Services must be evidenced by a Confirmation.
3. The following person(s), as amended from time to time, are authorised to act as Charles Cameron & Associates’ Representative in respect of the Confirmation:
   1. **Christine Ayliffe –** [**Christine.ayliffe@ccameron.co.uk**](mailto:Christine.ayliffe@ccameron.co.uk) **0207 680 7142**
   2. **Rebecca Harris –** [**Rebecca.harris@ccameron.co.uk**](mailto:Rebecca.harris@ccameron.co.uk) **020 7680 7158**
   3. **Celina Ramsey – Client Success Manager – Celina.ramsey@ccameron.co.uk**