



Title: County HR Solutions Limited – Standard terms and conditions
Governing law: England
Country of origin: England

DATED: April 2024

**County HR
Solutions Limited**
SERVICES AGREEMENT

County HR Solutions Limited
108 Sandford Road, Springfield, Chelmsford, Essex
CM2 6DH
Company Registration no
7105314



THIS AGREEMENT is made on

BETWEEN:

- (1) **[CUSTOMER]** a company incorporated and registered in [England and Wales] (company Number) which has its [registered office at **[CUSTOMER]** principal place of business at [] ("**Customer**")]; and
- (2) **County HR Solutions Limited**, a company incorporated and registered in [England and Wales] (company number 7105314) which has its registered office at **108 Sandford Road, Chelmsford, Essex. CM2 6DH** ("**Contractor**").

BACKGROUND:

The Customer requires certain consultancy services and the Contractor has agreed to provide such consultancy services to the Customer on the terms and subject to the conditions of this Agreement.

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

In this Agreement:

"**Agreement**" means these terms and conditions, which includes the attached schedules;

"**Change Information**" has the meaning specified at clause 16.3.1;

"**Change Request**" has the meaning specified at clause 16.2;

"**Charges**" means the charges to be calculated in accordance with schedule 2;

"**Commencement Date**" means [the date of signature of this Agreement []];

"**Confidential Information**" means all information which is disclosed before or after the Commencement Date by one party to the other however conveyed and would appear to a reasonable person to be confidential and which relates to the business affairs of the party disclosing it including, products, operations, processes, plans or intentions, developments, trade secrets, know-how, design rights, market opportunities, personnel, customers and suppliers of the party disclosing it, and all information derived from the above together with the existence or provisions of this Agreement and the negotiations relating to it;

"**Co-ordinator**" means, in respect of each party, the person appointed pursuant to clause 6.1;

"**Customer's Background Intellectual Property**" means the Intellectual Property Rights in works owned by the Customer which were created by or on behalf of the Customer before the Commencement Date or created by or on behalf of the Customer for purposes not connected with the provision of the Services;



"Deliverable(s)" means Technical Architecture Services, Organisational Optimisation Services, Development Operations Services, Technical Testing Services, Portfolio, Programme and Project Management Services, Product Management Services, Mobile Enablement Services, Business Analysis Services, Cloud Services, Software Engineering Services, Technical Operation Services, Company Healthcheck Services;

"Dispute" means any dispute, difference or question of interpretation arising out of or in connection with this Agreement, (including any dispute regarding pre-contractual negotiations, the existence, validity or termination of this Agreement or the consequences of non-existence or invalidity of this Agreement) whether contractual or non-contractual;

"Force Majeure Event" means an event which is outside of the reasonable control of the affected party and includes an event which falls into one or more of the following categories: strike; lockout or labour dispute (excluding, in all cases, by the employees of the party liable to effect performance or its sub-contractors or suppliers), act of God, fire, flood and storm; war, military action, riot, civil commotion, terrorism; epidemic; explosion or malicious damage; compliance with a law or governmental order, rule, regulation or direction; accident or breakdown of plant or machinery; shortage of suitably qualified staff; and provided that the mere shortage of material, equipment, supplies shall not constitute a Force Majeure Event unless this shortage is caused by events or circumstances which are themselves a Force Majeure Event;

"Intellectual Property Rights" means:

- a. patents, utility models, supplementary protection certificates, petty patents, rights in trade secrets and other confidential or undisclosed information (such as inventions (whether patentable or not) or know-how), plant variety rights, registered designs, rights in copyright (including authors' and neighbouring or related rights), database rights, design rights, semiconductor topography rights, mask work rights, trade-marks and service marks;
- b. all registrations or applications to register any of the items referred to in paragraph (a); and
- c. all rights in the nature of any of the items referred to in paragraphs (a) or (b) including continuations, continuations in part and divisional applications, reputation, personality or image, trade names, business names, brand names, get-up, logos, domain names and URLs, rights in unfair competition and, without prejudice to anything set out elsewhere in this definition, rights to sue for passing off and all rights having equivalent or similar effect to, and the right to apply for any of, the rights referred to in this definition in any jurisdiction;

"Key Dates" are specified at part 2 of schedule 1;

"Location" means the location(s) set out at part 3 of schedule 1;

"Services" means the services to be provided pursuant to this Agreement as described and at part 1 of schedule 1;



"Working Day" means a day (other than a Saturday or Sunday) on which the banks are ordinarily open for business in the City of London; and

"Works" means all output whether electronic, documentary, tangible or intangible, developed, written or prepared by the Consultant (or its sub-contractors or consultants), whether individually, collectively or jointly with the Customer, in performing the Services (including the Deliverables) in which Intellectual Property Rights subsist.

1. Interpretation:

In this Agreement (unless the context requires otherwise):

- 1.2.1 the words "including", "include", "for example", "in particular" and words of similar effect shall not limit the general effect of the words which precede them;
- 1.2.2 reference to any agreement, contract, document or deed shall include that document as varied, supplemented or novated from time to time;
- 1.2.3 reference to a party shall, upon any assignment or other transfer that is permitted by this Agreement, be construed to include those successors and permitted assigns or transferees;
- 1.2.4 words importing the singular shall include the plural and vice versa;
- 1.2.5 words importing any one gender shall not exclude other genders;
- 1.2.6 the headings, index and front sheet are all for reference only and shall be ignored when construing this Agreement;
- 1.2.7 references to a clause, schedule, paragraph or appendix are references to the clause, schedule, paragraph or appendix of, or to, this Agreement;
- 1.2.8 if there is any conflict or ambiguity between the clauses and the schedules, the clauses shall prevail; and

- 1.3 reference to "legislative provision" shall be deemed to include any statutory instrument, bye-law, regulation, rule, subordinate or delegated legislation or order and any rules and regulations which are made under it, and any subsequent re-enactment or amendment of the same.

2. SERVICES

- 2.1 In consideration of the payment of the Charges, the Contractor shall supply the Services and the Deliverables in accordance with the terms of this Agreement.
- 2.2 The Services will be carried out at the Location and, where necessary, using the Facilities.
- 2.3 Each Deliverable shall be deemed to be accepted by the Customer **10** Working Days after its delivery to the Customer unless the Customer has raised any reasonable quality issue with the Contractor.
- 2.4 The Customer shall ensure that the Services and any Deliverables are adequate for its requirements. The Contractor has no responsibility, and accordingly no liability, in this regard.



3. CONSULTANT'S GENERAL OBLIGATIONS

- 3.1 The Consultant shall use its reasonable endeavours to provide the Services and Deliverables in accordance with the Key Dates but nothing in this Agreement shall entitle the Customer to terminate this Agreement if the Key Dates are not achieved.
- 3.2 The Consultant shall use reasonable endeavours to comply with the rules and regulations which are notified to it in accordance with clause 4.

4. CUSTOMER'S GENERAL OBLIGATIONS

- 4.1 The Customer shall, at no charge:
 - 4.1.1 permit the Consultant access to, and use of, the Customer's site within the Customer's normal business hours so that the Consultant may comply with its obligations to provide the Services;
 - 4.1.2 inform the Consultant, in writing before the Consultant first visits the Location, of the rules and regulations in force for the conduct of personnel at the Location;
 - 4.1.3 provide guidance to the Consultant regarding those aspects of the Customer's business practice which may affect the Services or the provision of them;
 - 4.1.4 ensure that its employees, and any relevant consultants to the Customer, co-operate fully with the Consultant; and
 - 4.1.5 promptly provide the Consultant with all information and documentation that the Consultant reasonably requests to enable it to perform its obligations under this Agreement properly.

5. CHARGES AND PAYMENT

- 5.1 The Consultant shall invoice the Customer its Charges for the Services **30 days in arrears**.
- 5.2 The Customer shall pay the Charges **30 days in arrears**. All Charges shall be calculated, and payments made in **pounds sterling**.
- 5.3 All amounts payable pursuant to this Agreement are exclusive of any VAT properly chargeable in accordance with laws. The Customer shall pay VAT at the rate for the time being properly chargeable in respect of the Services subject to the Consultant providing the Customer with such valid tax invoices or other documentation as may be required by any relevant laws.
- 5.4 Where the payment of any invoice (or any part of an invoice) is not made in accordance with this clause 5, the Consultant, without prejudice to its other rights under this Agreement or in law, may:
 - 5.4.1 cease providing any of the Services; and/or
 - 5.4.2 charge interest on the late payment of any undisputed Charges properly invoiced which shall accrue daily from the due date to the date of actual payment on any overdue amounts under this Agreement (whether before or after judgment) at the rate in accordance with the prevailing rate of the Late Payment of Commercial Debts (Interest) Act 1998 (as amended).



- 5.5 The Customer shall reimburse all reasonable expenses properly and necessarily incurred by the Contractor in providing the Services where set out in Schedule 2 (Charges) as payable by the customer.

6. MEETINGS

- 6.1 The parties shall each appoint a Coordinator who shall, from the Commencement Date, have full authority to take all necessary decisions regarding the provision of the Services including agreeing variations to the Agreement terms in accordance with clause 16.
- 6.2 The parties' respective Coordinators shall meet on the customers premises (or Elgin Shaw Limited registered office upon request at a time to be agreed) at least once a month throughout the term of this Agreement to discuss and minute the Services provision.

7. CONFIDENTIALITY AND PUBLICITY

- 7.1 Each party will, at all times during and after the term of this Agreement, keep the Confidential Information of the other confidential and not use it or disclose it to any third party without the other's prior written consent. Each party accepts that such information of the other is valuable and secret, and that unauthorised disclosure of such information would be likely to cause the other party unquantifiable loss and damage. Disclosure of such information to the parties' own employees and subcontractors shall only be on a 'need to know' basis.
- 7.2 Nothing contained in this clause 7 shall prevent either party from disclosing any information:
- 7.2.1 which can be shown by the receiving party to the disclosing party's reasonable satisfaction, to have been known by the receiving party before disclosure by the disclosing party to it;
 - 7.2.2 which is or comes within the public domain other than as a result of a breach of this clause 7;
 - 7.2.3 which is or becomes available to it otherwise than pursuant to this Agreement and free from any restrictions as to its use or disclosure; or
 - 7.2.4 which is required to be disclosed by law.
- 7.3 Each party undertakes (except as may be required by law or in order to instruct professional advisers in connection with this Agreement) not to disclose or permit disclosure of any details of this Agreement to any third party other than subcontractors. [However, the Consultant may disclose that the Customer is a client of the Consultant and use the Customer's name and or brand for any promotion or marketing purposes if it first obtains the written consent of the Customer.

8. TERM AND TERMINATION

- 8.1 Unless terminated earlier pursuant to clauses 8.2, 8.3, 8.4 this Agreement shall come into force on the Commencement Date and shall continue in force until the Services are complete.
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- 8.2 The customer may, without prejudice to its other rights or remedies or to the other termination rights identified in this Agreement, terminate this Agreement with immediate effect by written notice to the contractor, if:
- 8.2.1 The Contractor commits a material breach of this Agreement (being a single event or a series of events which are together a material breach) which:
- 8.2.1.1 is incapable of remedy; or
- 8.2.1.2 is capable of remedy but has not been remedied within 30 days of receipt of a written notice specifying the breach and the innocent party's intention to terminate this Agreement if the same is not remedied;
- 8.3 Either party may:
- 8.3.1 is, or is adjudicated or found to be, insolvent as set out in section 123 of the Insolvency Act 1986 (whether or not the company is registered or unregistered) or stops or suspends payments of its debts or is (or is deemed to be) unable to or has no real prospect of being able to or admits inability to pay its debts as they fall due or fails to satisfy any judgment debt in whole or in part within 14 days of the judgment date;
- 8.3.2 enters into an arrangement, compromise or composition in satisfaction of debts with its creditors or any class of them;
- 8.3.3 passes a resolution or makes a determination for it to be wound up (without a declaration of solvency or is for the purpose of amalgamation or reconstruction);
- 8.3.4 has a winding-up order or bankruptcy order made against it; or
- 8.3.5 has appointed to it an administrator or administrative receiver; or
- 8.3.6 suffers any event or step analogous to the events or steps set out in clauses 8.3.1 to 8.3.5 in any jurisdiction.

9. TERMINATION CONSEQUENCES

Upon the termination or expiry of this Agreement:

- 9.1 each party shall promptly return any property of the other which it has in its possession or control;
- 9.2 the Customer shall promptly pay the Consultant all unpaid Charges accrued until the date of termination or expiry;
- 9.3 any right of action or remedy which has accrued or shall afterwards accrue to either party shall not be prejudiced; and
- 9.4 all provisions which are, expressly or impliedly, to survive the termination or expiry of this Agreement shall remain in full force and effect.



10. INTELLECTUAL PROPERTY OWNERSHIP

- 10.1 The Customer shall grant (or shall procure that the relevant third-party shall grant) the Contractor a non-exclusive, perpetual, non-transferable, royalty free license to use the Intellectual Property Rights in the Works as is necessary for the Contractor to provide the Services. All Intellectual Property Rights in the Works shall vest in the Customer, (save as otherwise specified in Schedule 1).

11. INTELLECTUAL PROPERTY INDEMNITIES

- 11.1 The Consultant shall, at all times during and after the term of this Agreement, indemnify, keep indemnified and hold harmless the Customer against all claims, demands, actions, proceedings, losses damages, costs and expenses (including all reasonable legal fees) incurred by the Customer in relation to any infringement or alleged infringement of any third-party Intellectual Property Rights arising from: (a) the receipt of or benefiting by the Customer of any of the Services; or (b) the use or possession by the Customer of the Deliverables ("**IPR Claim**"), provided that:
- 11.1.1 the Customer notifies the Consultant in writing of any IPR Claim;
 - 11.1.2 the Customer allows the Consultant to conduct all negotiations and proceedings and gives the Consultant all reasonable assistance, each at the Consultant's cost, regarding the IPR Claim; and
 - 11.1.3 the Customer makes no admission relating to the IPR Claim.
- 11.2 If at any time an IPR Claim is made, the Consultant may, at its own expense and sole option, either:
- 11.2.1 procure for the Customer the right to continue using the relevant part of the Deliverable; or
 - 11.2.2 replace or modify the Deliverable with non-infringing substitutes.
- 11.3 If the Consultant elects to modify the item(s) or to supply substitute item(s) under clause 11.2.2 or to procure a license in accordance with clause 11.2.1 but this has not avoided or resolved the IPR Claim the Customer will return the Deliverable to the Consultant and, without prejudice to the indemnity set out in clause 11.1, the Customer's sole remedy shall be that the Consultant shall refund in full all Charges paid by the Customer under this Agreement for that Deliverable.
- 11.4 The Customer shall defend and indemnify the Consultant, its officers, directors, employees, agents, successors and assigns against all, claims, demands, actions, proceedings, losses, damages, costs and expenses (including all reasonable legal fees) in relation to any infringement or alleged infringement of any third party Intellectual Property Rights incurred by the Consultant as a result of carrying out the Services in accordance with designs, specifications or materials (including the Facilities) provided by the Customer or using any other of the Customer's Background Intellectual Property.
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12. WARRANTIES

12.1 The Contractor warrants to the Customer that:

- 12.1.1 it has capacity and authority to enter into and to perform this Agreement and that this Agreement is executed by a duly authorised representative of the Contractor;
- 12.1.2 the Services shall be supplied with due skill and care by appropriately experienced and qualified personnel;

12.2 The Customer warrants to the Contractor that:

- 12.2.1 it has capacity and authority to enter into and to perform this Agreement and that this Agreement is executed by a duly authorised representative of the Customer;
- 12.2.2 prior to providing any software to the Contractor pursuant to this Agreement, it shall:
 - 12.2.2.1 ensure that the Contractor is authorised to use the software in the way contemplated by this Agreement, and
 - 12.2.2.2 carry out standard checks for the presence of viruses.

12.3 Except as expressly stated within this Agreement, all warranties and conditions, whether express or implied, by statute, common law or otherwise, are excluded to the extent permitted by law.

13. LIABILITY

13.1 Subject to clauses 13.2 and 13.3, the Contractor's liability to the Customer whether in contract, tort (including negligence or breach of statutory duty) or otherwise, arising out of, or in connection with, this Agreement shall be limited to a maximum aggregate figure of £5,000,000 or £1,000,000 per event or series of connected events.

13.2 Subject to clause 13.3 the Consultant will not be liable to the Customer for any:

- 13.2.1 loss of profits; loss of revenue; loss of anticipated savings; loss of opportunity; loss of data (including corruption to and reinstatement of any data); loss of business opportunity; loss of goodwill or injury to reputation; punitive damages; or losses suffered by third-parties regardless of whether such loss is direct, indirect, special or consequential;
- 13.2.2 indirect, consequential or special loss (including that already excluded pursuant to clause 13.2.1) whether or not the Consultant knew of the circumstances giving rise to such loss,

arising out of, or in connection with, this Agreement.

13.3 Nothing in this Agreement shall exclude or limit either party's liability for:

- 13.3.1 death or personal injury caused by its (or its agent's or sub contractor's) negligence;



- 13.3.2 any breach of obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- 13.3.3 any amount due and payable pursuant to the indemnities in clauses 11.1 and 11.4, and this clause 13.3 takes precedence over all other clauses in this Agreement.

14. FORCE MAJEURE

If a Force Majeure Event happens the Consultant:

- 14.1 shall not (other than for any refund due under clause 14.2 and notwithstanding clause 9.3) be liable for any delay in performance, part performance, defective performance or failure to perform the Services in accordance with this Agreement; and
- 14.2 may terminate this Agreement and refund any Charges paid for Services which have not been carried out.

15. DATA PROTECTION

- 15.1 Within this clause 15, "**Act**" means the Data Protection Act 2018 and "**Data Controller**", "**Data Processor**" and "**Personal Data**" have the same meanings as in that Act.
- 15.2 Regarding the parties' rights and obligations under this Agreement, the Customer is the Data Controller and the Consultant is the Data Processor. The Customer shall meet its obligations set out in the Act in relation to this Agreement.
- 15.3 The Consultant shall only process Personal Data in accordance with instructions from the Customer (which may be specific instructions or instructions of a general nature as set out in this Agreement during the term of this Agreement).
- 15.4 The Consultant shall implement appropriate technical and organisational measures to protect Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measure shall be appropriate to the harm which might result from unauthorised or unlawful processing or accidental loss, destruction or damage to Personal Data to the nature of the Personal Date which is to be protected.

16. CHANGING THE SERVICES

- 16.1 A change to all or any part of the Services shall only be agreed in accordance with this clause 16.
 - 16.2 Either party may request a change to the Services ("**Change Request**") by notifying the other party's Coordinator.
 - 16.3 Where the Customer makes the Change Request:
 - 16.3.1 the Consultant's Coordinator will, within 15 Working Days of receiving the Change Request, explain to the Customer's Coordinator in writing what impact implementing that Change Request would have upon the Charges, Key Dates and (where appropriate) the Services themselves ("**Change Information**"); and
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- 16.3.2 the Consultant will be entitled to charge the Customer, and the Customer shall pay, at the rates set out at schedule 2 for the time taken in considering the Change Request and drawing up the Change Information.
- 16.4 Where the Consultant makes the Change Request it will provide the Change Information with the Change Request and no charge will be made for preparing it or the Change Information.
- 16.5 The Customer will have 10 Working Days following receipt of:
 - 16.5.1 the Change Information for its own Change Request; or
 - 16.5.2 the Consultant's Change Request with accompanying Change Information, to accept or reject the proposed change to the Services.
- 16.6 If the Customer decides to withdraw a Customer Change Request but the Change Request has resulted in a delay in the performance of the Services, the Consultant shall not be liable for this delay. Further the Key Dates shall be extended for a period of time equal to the period of the delay.

17. NOTICES

- 17.1 Any notice given by one party to another under this Agreement shall be in writing, delivered by hand or by prepaid first class or special delivery post to the address given, marked for the attention of Operations Manager in relation to the Consultant and Customer's Coordinator in relation to the Customer.
- 17.2 Notices delivered by hand shall be given on the day of receipt (unless received after 5:00 pm in which case they shall be given on the next Working Day). Notices sent by prepaid first class post or special delivery shall be deemed to have been given two (2) Working Days after the date of posting.
- 17.3 Notices under this Agreement shall not be validly served by email.
- 17.4 Either party may vary their address or contact for notices by giving notice to the other. The notice must expressly state that the new address is the address for notices and/or the new contact is the contact to whose attention all future notices should be brought, as the case may be.

18. TRANSFER AND SUB-CONTRACTING

- 18.1 Neither party may assign, novate or deal in any way with all or part of the benefit of, or its rights or benefits under, this Agreement or any interest under it except with the prior written consent of the other party.
- 18.2 Notwithstanding clause 18.1 the Consultant may sub-contract all or part of its obligations under this Agreement. The Consultant shall be responsible for all acts and omissions of its sub-contractors as if they were its own.



19. WAIVER AND CUMULATIVE NATURE OF REMEDIES

- 19.1 The rights and remedies of each party under, or in connection with, this Agreement may be waived only by express written notice.
- 19.2 No right or remedy under, or in connection with, this Agreement shall be precluded, waived or impaired by:
 - 19.2.1 any failure to exercise or delay in exercising it;
 - 19.2.2 any single or partial exercise of it;
 - 19.2.3 any earlier waiver of it, whether in whole or in part; or
 - 19.2.4 any of the above in relation to any other right or remedy (be it of similar or different character).

The rights and remedies arising under, or in connection with, this Agreement are cumulative and, except where otherwise expressly provided in this Agreement, do not exclude rights and remedies provided by law or otherwise.

20. NO SOLICITATION OF STAFF

The customer agrees that for the term and 6 months, the customer shall not solicit or directly recruit employees working for the contractor.

21. RELATIONSHIP

Nothing in this Agreement is intended to create a partnership or joint venture or legal relationship of any kind between the parties that would impose liability upon one party for the act or failure to act of the other party, or to authorise either party to act as agent for the other. Save where expressly stated in this Agreement, neither party shall have authority to make representations, act in the name or on behalf of, or otherwise to bind the other.

22. SEVERANCE

If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect:

- 22.1 it shall not affect or impair the legality, validity or enforceability of any other provision of this Agreement; and
- 22.2 the parties will use reasonable endeavours to negotiate in good faith with a view to replacing it with a valid and enforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the illegal, invalid or unenforceable provision but differing from the replaced provision as little as possible.

23. THIRD PARTY RIGHTS

A person who is not the Customer or the Consultant shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. This clause 23 shall not affect any right or remedy of any person which exists, or is available otherwise than pursuant to that Act.



24. VARIATION

Changes to the Services shall be agreed pursuant to clause 16. Any other change to this Agreement must be in writing and signed by both parties.

25. ENTIRE AGREEMENT

- 25.1 This Agreement sets out the entire agreement and understanding between the parties in respect of its subject matter and supersedes any previous agreement, warranty, statement, representation, understanding, or undertaking (in each case whether written or oral) given or made before the Commencement Date by, or on behalf of, the parties and relating to its subject matter.
- 25.2 Each party confirms that it has not relied upon, and (subject to clause 25.4) shall have no remedy in respect of, any agreement, warranty, statement, representation, understanding or undertaking made by any party (whether or not a party to this Agreement) unless that agreement, warranty, statement, representation, understanding or undertaking is expressly set out in this Agreement.
- 25.3 Subject to clause 25.4, neither party shall be entitled to claim the remedies of rescission or damages for misrepresentation arising out of, or in connection with, any agreement, warranty, statement, representation, understanding or undertaking whether or not it is set out in this Agreement.
- 25.4 Nothing in this Agreement shall restrict or exclude any liability for (or remedy in respect of) fraud or fraudulent misrepresentation.

26. GOVERNING LAW AND JURISDICTION

- 26.1 This Agreement and any Dispute or non-contractual obligation arising out of or in connection with it shall be governed by, and construed in accordance with the law of England and Wales.
- 26.2 Each party hereby submits to the exclusive jurisdiction of the courts of England and Wales over any Dispute arising out of or in connection with this Agreement..



IN WITNESS of which this Agreement has been duly executed by the parties or their duly authorised representatives.

SIGNED for and on behalf of **County HR Solutions Limited** by:) -----

) Signature

Name (block capitals)

**Director/Authorised
signatory**

SIGNED for and on behalf of **[Customer]** by:) -----

) Signature

Name (block capitals)

**Director/Authorised
signatory**



SCHEDULE 1: THE SERVICES, KEY DATES AND LOCATIONS

Part 1: Services

Part 2: Key Dates

Part 3: Location



SCHEDULE 2: CHARGES

1. Hourly rates

Category	Daily rate

Daily rates relate to a Working Day of 8 hours between the hours of [0900 and 1730].

Any work outside of the scope of the Services carried out by the Consultant will be charged at the Consultant's standard rates in force from time to time.

[Make clear whether any charges for Change Request work are calculated at standard rates or the hourly rates set out for the Services in the table].

[Consideration of review/inflation if contract is to be long term]

2. Expenses

Incurred expenses are additional to the hourly rates and will be charged to the Customer as agreed.



SCHEDULE 3: NOTICES

The Contractor

Addressee: Lawrence Longstaff
Address: County HR Solutions Ltd
Address: 108 Sandford Road
Chelmsford
Essex
CM2 6DH

Tel Number: 07957 231199

e-mail: lawrencelongstaff@chrsolutions.co.uk

The Customer

Addressee:

Tel Number:

e-mail: