



**AGILICIST LTD**

## **Consultancy Terms and Conditions**

**CONTRACT No: <NUMBER>**

**DATE: <DATE>**

## 1 INTERPRETATION

### 1.1 Definitions:

|                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
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| "Agilicist"                | means Agilicist Ltd a company registered in England and Wales with company number 11058173 and whose registered office is 41 Liberty Lane, Addlestone, England, KT15 1NQ;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| "Agilicist Personnel"      | means employees, agents, subcontractors, suppliers and invitees of Agilicist engaged, or due to be engaged, in the provision of the Services or otherwise carrying out, or required to carry out, Agilicist's obligations under the Contract;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| "Background IPR"           | means the Intellectual Property Rights of Agilicist (or of a third-party licensor to Agilicist) which are in existence as at the date of acceptance of an Order or which are developed independently of the Services, in each case which are made available to the Client in connection with the supply of the Services;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| "Business Day"             | a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| "Client"                   | means <name> a company registered in England and Wales with company number <number> and whose registered office is <address>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| "Client Data"              | any data supplied by the Client to Agilicist or otherwise inputted/stored (whether on the Client's systems or those of Agilicist) by the Client (and/or Agilicist on the Client's behalf) for the purpose of using the Services or facilitating the Client's use of the Services;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| "Client Default"           | has the meaning set out in clause 4.2;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| "Client IP"                | shall have the meaning attributed at clause 10.5;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| "Client Policies"          | shall have the meaning attributed at clause 6.1;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| "Commencement Date"        | the date on which these Conditions become legally binding on the parties, in accordance with Clause 2.2;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| "Company Materials"        | means all documents, books, manuals, materials, records, papers and information (on whatever media and wherever located) relating to Agilicist, excluding any Deliverables, in hard or soft copy, made available to the Client by Agilicist, including but not limited to, presentation slide, trainer notes and workbook content in soft copy format for the purposes of delivering the Services;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| "Conditions"               | these terms and conditions as amended from time to time in accordance with clause 19.5;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| "Confidential Information" | means, and whether communicated directly or indirectly in whatever form (including, without limitation, in written, oral, visual or electronic form, or on any magnetic or optical disk or memory and wherever located) and whether created before or after the date of your Contract with Agilicist, information relating to the business, clients, products, services, affairs and finances of Agilicist or the Client which is not publicly available including, but not limited to, any information specifically designated by either party as confidential; any information supplied to the other by any third party in relation to which a duty of confidentiality is owed or arises; and any other information which should otherwise be reasonably regarded as possessing a quality of confidence or as having commercial value in relation to the business of either party including (without limitation) information relating to the Intellectual Property Rights of either party, its software, products, systems, operations, processes, plans or intentions, product information, know-how and data held on its computer systems, or any other database of either party, or details of any of its suppliers, clients, agents, distributors, shareholders, management or business contacts and including (but not limited to) information that either party creates, develops, receives or obtains in connection with this Contract, whether or not such information (if in anything other than oral form) is marked confidential; |
| "Consultancy Services"     | means any consultancy services to be provided by Agilicist to the Client, as detailed in the Order;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| "Contract"                 | this contract between Agilicist and the Client for the supply of Services, which incorporates these Conditions and each Order;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| "Control"                  | shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression change of Control shall be construed accordingly;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |

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| "Deliverables"                 | means the output of the Services which are produced and/or delivered to the Client, including the deliverables described in any Order;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| "Expenses"                     | means reasonable travel, accommodation, subsistence or other expenses reasonably and necessarily incurred by Agilicist or the Agilicist Personnel in the performance of the Services, in accordance with the Client's prevailing expenses policy;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| "Foreground IPR"               | means any Intellectual Property Rights which originate from, are provided, delivered and/or are developed through the course of the supply of the Services;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| "Fees"                         | means the fees payable by the Client to Agilicist in consideration for provision of the Services, payable in accordance with Clause 5;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| "Intellectual Property Rights" | patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business names and domain names, rights in trade dress or get-up, rights in goodwill and the right to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world; |
| "Order"                        | an order from the Client for Services as set out in the Schedule 1: Order;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| "Services"                     | the services, including the creation/delivery of the Deliverables (where applicable), supplied by Agilicist to the Client as set out in the Order which may include training, content creation, coaching and workshops (provided in person or through a webinar, e-learning platform or virtual training room), together with any Consultancy Services, as detailed in an Order;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| "Unique Client Materials"      | any materials developed for the Client which are specified in an Order to be Unique Client Materials;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| "Venue Expenses"               | means Agilicist's expenses, including the cost of any venue booking fee, third party costs, cost or cancellation fee, including travel costs.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

## 1.2 Interpretation:

- 1.2.1 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- 1.2.2 Any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

## 2 BASIS OF CONTRACT

- 2.1 The Client must upon or prior to making its first Order provide an executed copy of these Conditions to Agilicist. These Conditions will apply to the Client's first Order and any subsequent Orders which are accepted by Agilicist, provided that Agilicist may amend these Conditions from time to time and may in its discretion elect not to accept any Order from the Client until the Client has provided an executed copy of the amended Conditions.
- 2.2 An Order constitutes an offer by the Client to purchase Services in accordance with these Conditions. An Order shall only be deemed to be accepted when Agilicist signs this Contract at which point and on which date the Contract with respect to the Order shall come into existence ("**Commencement Date**") at the late date this contract is signed.
- 2.3 Any samples, drawings, descriptive matter or advertising issued by Agilicist, and any descriptions or illustrations contained in Agilicist catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.
- 2.4 Save as expressly agreed in an Order, these Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.5 Any proposal given by Agilicist shall not constitute an offer as is for illustration only.

### 3 **SUPPLY OF SERVICES**

- 3.1 The Services supplied under the Conditions of this Contract shall be supplied by Agilicist, or its appointed representatives, to the Client in accordance with the Order and these Conditions.
- 3.2 In consideration of payment of the Fees, Agilicist shall provide the Services to the Client as detailed in the Order, using all reasonable care, skill and ability.
- 3.3 Agilicist shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and Agilicist shall notify the Client in any such event.

In performing its obligations under this Contract, Agilicist shall at all times use its best endeavours to provide performance of the Services to the standard to be expected of an expert supplier of services similar to the Services and comply with all applicable laws and Client Policies from time to time, including all relevant security and code of conduct policies.

### 4 **CLIENT'S OBLIGATIONS**

- 4.1 The Client shall:
- 4.1.1 ensure that the terms of the Order and any information it provides for creation of the Order are complete and accurate;
  - 4.1.2 provide reasonable cooperate with Agilicist in all matters relating to the Services;
  - 4.1.3 provide Agilicist with access to such information and materials, together with access to any of its relevant premises, as Agilicist reasonably requires in order to supply the Services, in a timely manner and ensure that such information is accurate in all respects;
  - 4.1.4 comply with all applicable laws and regulations with respect to its activities under these Conditions;
  - 4.1.5 obtain and maintain all necessary licences, permissions and consents which may be required for the purposes of the Services being provided by Agilicist, before the date on which the Services are to start;
  - 4.1.6 comply with any additional obligations as set out in the Order.
- 4.2 If Agilicist performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation ("**Client Default**"):
- 4.2.1 Agilicist shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations to the extent the Client Default prevents or delays Agilicist's performance of any of its obligations;
  - 4.2.2 Agilicist shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from Agilicist's failure or delay to perform any of its obligations as set out in this clause 4.2; and
  - 4.2.3 the Client shall reimburse Agilicist on written demand for any costs or losses sustained or incurred by Agilicist arising directly or indirectly from the Client Default on an indemnity basis, including any cost for venue cancellation cost that Agilicist occurs.

### 5 **FEES, PAYMENT AND EXPENSES**

- 5.1 In consideration for the provision of the Services, the Client shall pay to Agilicist the Fees due in providing the Services and such pre-approved Expenses and Venue Expense as detailed in the Order reasonably incurred by Agilicist in the proper performance of the Services, including any applicable VAT, in accordance with the provisions set out in this clause 5 after the Services have been provided.
- 5.2 Unless the subject of a genuine dispute, the Fee and/or Expenses and/or Venue Expenses chargeable in accordance with this clause 5, shall be payable by the Client to Agilicist in accordance with the payment profile stated within the Order or if no payment profile is included wiring the order, within 30 days of the invoice date. If a genuine dispute exists, Client shall pay any undisputed amount and the disputed element will be subject to discussions by both parties.
- 5.3 If Agilicist has not received payment of the Fees and/or Expenses within 30 days after sending the Client a written notice that payment was not received by the due date, then without prejudice to any other rights and remedies of Agilicist:
- 5.3.1 Agilicist may terminate the applicable Order and shall be under no obligation to provide any or all of the applicable Services while the invoice remains unpaid;
  - 5.3.2 interest shall accrue on the date that such amounts are due at the rate of 4% above the base rate of HSBC Bank Plc until such amounts are fully paid, whether before or after judgement.

- 5.4 The Client shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). Agilicist may at any time, without limiting its other rights or remedies, set-off any amount owing to it by the Client against any amount payable by Agilicist to the Client.
- 5.5 Agilicist shall be solely responsible for all taxes, national insurance or other withholdings or contributions which may be payable out of, or as a result of the receipt of any Fees or other monies paid or payable in respect of, the Services.

## **6 ACCESS TO CLIENT PREMISES AND SYSTEMS**

- 6.1 Client shall provide Agilicist with copies of its then-current policies and procedures from time to time during the term of this Contract. Such policies and procedures as amended and added to from time to time, comprise the “**Client Policies**”.
- 6.2 Agilicist shall make sure that all Agilicist Personnel attending the Client’s premises:
- 6.2.1 comply with Client Policies applying to conduct at the Client’s premises, including with regard to security, confidentiality and information systems;
  - 6.2.2 comply with lawful directions given by authorised personnel of the Client relating to conduct on the Client’s premises;
  - 6.2.3 do not interfere with the carrying out by the Client or its officers, employees, contractors, suppliers and agents of their duties.
- 6.3 Unless otherwise agreed, Agilicist shall be responsible for property which it brings onto the Client Premises and shall on request remove it from the Client’s premises.

## **7 CANCELLATION FEES**

- 7.1 The Client may cancel an Order by providing written notice of such cancellation to Agilicist (the “**Cancellation Notice**”).
- 7.2 If the Client sends a Cancellation Notice to Agilicist then cancellation fees shall be payable instead of the Fees in accordance with clause 7.3 (the “**Cancellation Fees**”).
- 7.3 The Cancellation Fees shall be calculated as follows by reference to the date stipulated in the Order for the start of the Service (the “**Service Start**”):
- 7.3.1 If the Cancellation Notice is received by Agilicist between 29 to 11 Business Days prior to the Service Start, then 25% of the Fees;
  - 7.3.2 If the Cancellation Notice is received by Agilicist between 10 to 6 Business Days prior to the Service Start, then 50% of the Fees; and
  - 7.3.3 If the Cancellation Notice is received by Agilicist between 5 to 0 Business Days prior to the Service Start, or if the cancellation takes place at any time during the delivery of the Service, then 100% of the Fees.
- For the avoidance of doubt, no Cancellation Fees shall be payable where the Client cancels Services where a Cancellation Notice has been received and acknowledged by Agilicist more than 30 Business Days prior to the Service Due Date.
- 7.4 The date on which Agilicist receives any Cancellation Notice shall be at the sole discretion of Agilicist. There shall be no obligation to act in good faith in determining the date on which a Cancellation Notice is received.
- 7.5 Cancellation Fees shall be due irrespective of whether Agilicist notifies the Client of receipt of the Cancellation Notice.
- 7.6 In addition to any Cancellation Fees, if the Client sends a Cancellation Notice to Agilicist any costs incurred (whether incurred reasonably or otherwise) in relation to services and/or any Venue Expenses or other relevant supply costs incurred.

## **8 QUALITY OF SERVICES**

- 8.1 Agilicist warrants to the Client that Agilicist will perform the Services with reasonable care and skill and in accordance with generally recognised practises and standards in the industry for similar services.

## **9 RIGHT TO SUBSTITUTION**

- 9.1 Agilicist may, with the prior written approval of the Client, appoint a suitably qualified and skilled substitute person or persons to perform the Services instead of any person or persons named in the Order as performing the Services (“**Substitute**”). Agilicist shall continue to invoice the Client in accordance with these Conditions.

## **10 INTELLECTUAL PROPERTY RIGHTS**

- 10.1 All rights, title and interest in and to any Background IPR in the Deliverables, Agilicist Materials or which are otherwise used in connection with the supply of the Services are owned by Agilicist.
- 10.2 If an Order specifies that Agilicist will produce Unique Client Materials for the Client as part of the Deliverables, then all rights, title and interest in and to any Foreground IPR in the Unique Client Materials shall be owned by the Client (and Agilicist hereby assigns any Foreground IPR in the Unique Client Materials to the Client for the purposes of this Clause 9.2), it always being acknowledged that Agilicist owns any Background IPR within or which are otherwise used in connection with the creation of the Unique Client Materials.
- 10.3 All Foreground IPR which does not originate from or which is not developed through the course of the creation of Unique Client Materials shall be owned by Agilicist.
- 10.4 The Client undertakes:
- 10.4.1 not to register nor attempt to register any of the Intellectual Property Rights in the Deliverables, other than any Foreground IPR in the Unique Client Materials; and
  - 10.4.2 to not use or seek to use the Deliverables to commercialise any of the Intellectual Property Rights in the Deliverables in any way.
- 10.5 All rights, title and interest in and to any Intellectual Property Rights in the Client's branding, case studies, competency frameworks, examples, materials or other documentation and information provided to Agilicist ("Client IP") shall belong to the Client. The Client hereby grants a licence to Agilicist for use of any Client IP required by Agilicist to enable Agilicist to provide the Services, including (but not limited to), in the creation of any Unique Client Materials.

## **11 LICENCES**

- 11.1 If the Order specifies that licences are to be granted by Agilicist to the Client for use within the Deliverables, then Agilicist shall licence the use of the Deliverables in accordance with its standard licence terms as stated within the Order, or amendment to an Order.

## **12 LIMITATION OF LIABILITY**

- 12.1 Nothing in the Contract shall limit or exclude either party's liability for:
- 12.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
  - 12.1.2 fraud or fraudulent misrepresentation; or
  - 12.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.
- 12.2 Subject to clause 12.1, Agilicist shall not be liable to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
- 12.2.1 loss of profits;
  - 12.2.2 loss of sales or business;
  - 12.2.3 loss of agreements or contracts;
  - 12.2.4 loss of anticipated savings;
  - 12.2.5 loss of use or corruption of software, data or information;
  - 12.2.6 loss of damage to goodwill; and
  - 12.2.7 any indirect or consequential loss.
- 12.3 Subject to clause 12.1, except as expressly and specifically provided in this Contract, the Client assumes sole responsibility for results obtained from use of the Services and the Deliverables, and for conclusions drawn from such use. Agilicist shall have no liability for any:
- 12.3.1 damage caused by errors or omissions in any information or instructions provided to Agilicist by the Client in connection with the Services; or
  - 12.3.2 actions taken by Agilicist at the Client's direction.
- 12.4 Subject to clause 12.1, Agilicist total liability to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Contract shall be limited to 100% of the total Fees paid under the Contract.
- 12.5 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 12.6 The Client shall be responsible for any liability suffered or otherwise incurred by Agilicist or its directors, employees, sub-contractors or representatives, arising out of or in connection with any Services provided by Agilicist at the Client's premises, including (but not limited to) any health and safety or other matters whilst Agilicist is on the Client's premises.
- 12.7 This clause 12 shall survive termination of the Contract for a period of 10 years.

### 13 **INSURANCE**

- 13.1 Agilicist may take out and maintain during the term of this Contract a professional indemnity insurance policy and public liability insurance policy sufficient to cover its liabilities under this Contract.

### 14 **CONFIDENTIALITY AND DATA PROTECTION**

- 14.1 Each party undertakes that it shall not at any time disclose to any person any Confidential Information concerning the business, affairs, Clients, clients or suppliers of the other party, except as permitted by law.
- 14.1.1 Each party may disclose the other party's Confidential Information:
- 14.1.1.1 to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's Confidential Information comply with this clause 14; and
- 14.1.1.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 14.2 Neither party shall use the other party's Confidential Information for any purpose other than to perform its obligations under the Contract.

### 15 **DATA PROTECTION**

- 15.1 "GDPR" shall have the means of the General Data Protection Regulation (Regulation (EU) 2016/679). For the purpose of this clause 15.1, "process", "personal data" and "data subject" have the same meanings as ascribed to them under the GDPR
- 15.2 With respect to the parties' rights and obligations under this Contract, to the extent that the Client is the "data controller" (or data processor for another data controller), Agilicist will not control or process data unless such services are expressly including in the Order, and any such Order shall include specific additional and conditions terms, and Fees, relating to GDPR activities.
- 15.3 The Client shall comply at all times GDPR and any other data protection legislation and shall not perform its obligations under this Contract in such a way as to cause Agilicist (or any other data controller) to breach any of its applicable obligations under the data protection legislation.
- 15.4 Save as provided in these Conditions, Agilicist shall not have any rights in respect of Client Data.
- 15.5 The terms of this clause 15 relating to confidentiality and data protection shall survive termination of this Contract, however arising.

### 16 **COMPLIANCE WITH RELEVANT REQUIREMENTS**

- 16.1 The Client shall:
- 16.1.1 comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery, anti-corruption and anti-slavery including but not limited to the Bribery Act 2010 and the Modern Slavery Act 2015 ("Relevant Requirements");
- 16.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- 16.1.3 have and shall maintain in place throughout the term of this Contract its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010 and the Modern Slavery Act 2015, to ensure compliance with the Relevant Requirements and will enforce them where appropriate;
- 16.1.4 promptly report to Agilicist any request or demand for any undue financial or other advantage of any kind received by the Client in connection with the performance of this Contract;
- 16.2 The Client shall ensure that any person associated with the Client who is performing the Services does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Client in this clause 16 ("Relevant Terms"). The Client shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to Agilicist for any breach by such persons of any of the Relevant Terms.
- 16.3 Breach of this clause 16 shall be deemed a material breach.
- 16.4 For the purpose of this clause 16, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For

the purposes of this clause 16 a person associated with Agilicist includes but is not limited to any subcontractor of Agilicist.

## **17 TERM AND TERMINATION**

- 17.1 A Contract entered into between the parties on these Conditions shall, unless otherwise terminated as provided in this clause 17, commence on the Commencement Date and shall continue until terminated by either party giving the other party 30 day notice in writing.
- 17.2 In the event of termination of this Contract, for any reason, then Cancellation Fees will be applicable in accordance with the provisions of clause 7 of this Contract.
- 17.3 Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate the Contract without liability to the other if:
- 17.3.1 the other party:
    - 17.3.1.1 fails to pay any amount due under this Contract on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment; or
    - 17.3.1.2 commits a material breach of any of the terms of this Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or
    - 17.3.1.3 suspends or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company) is deemed to be unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, (or being a partnership) has any partner to whom any of the foregoing apply; or
    - 17.3.1.4 commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (in the case of a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party; or
    - 17.3.1.5 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party; or
    - 17.3.1.6 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company); or
    - 17.3.1.7 the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver; or
    - 17.3.1.8 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party; or
    - 17.3.1.9 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days; or
    - 17.3.1.10 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 16.2.1.3 to 16.2.1.4 (inclusive); or
    - 17.3.1.11 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of the business.
- 17.4 On termination of the Contract for any reason:
- 17.4.1 all licences granted under these Conditions shall immediately terminate, including (but not limited to) Company Materials for the purposes of use under these Conditions;
  - 17.4.2 each party shall:
    - 17.4.2.1 return and make no further use of any equipment, property, documentation and other items (and all copies of them) belonging to the other party.



- 17.4.2.2 destroy or otherwise dispose of any and all data belonging to the other (including Client Data) in its possession, custody or control; and
- 17.4.3 the Client shall make all payments due for Services delivered or Cancellation Fees
- 17.4.4 the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced.
- 18 NON-COMPETE AND NON-SOLICITATION**
- 18.1 For the duration of this Contract and for twelve (12) months thereafter the Client or any of their respective employees or agents, be they directly or indirectly be engaged, concerned or interested parties whether as a consultant or in any other capacity, will not:
- 18.1.1 engage in any activities that directly competes with the services provided by Agilicist, or any successor to the business activities or title to Agilicist, that uses any knowledge or materials gained through Agilicist providing the Services;
- 18.1.2 make any approach or offer regarding employment of any kind, including permanent, temporary or contracted service, to any of the employees, officers, agent, employees, contractors or consultants of Agilicist or any of its affiliates, without Agilicist's prior written consent.
- 18.2 18.2. For the avoidance of doubt, in the event that any approach or offer, as described in clause 18.1.2. above, is accepted then the Client agrees to pay Agilicist a fee equivalent to 25% of payments made in the first twelve (12) months to the person or persons accepting that offer.
- 19 GENERAL**
- 19.1 Force majeure. Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.
- 19.2 Assignment and other dealings.
- 19.2.1 Agilicist may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.
- 19.2.2 The Client shall not, without the prior written consent of Agilicist, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.
- 19.3 Relationship. The relationship between the parties is one of a business to client relationship where Agilicist agrees to provide the Deliverables and the Services to the Client and nothing in this Contract is intended to, or shall operate to render the Client as an employee or worker, or create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 19.4 Entire agreement.
- 19.4.1 This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 19.4.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.
- 19.5 Variation.
- 19.5.1 No variation of the Contract shall be effective unless it is in writing and signed by both parties, including in counterparts as described in clause 19.9.
- 19.5.2 Either party may request a variation to this Contract by submitting a Notice to the other party requesting change, and the other party will respond within 30 days.
- 19.5.3 For the avoidance of doubt, there is no obligation for either party to agree to a requested change, but both parties will consider any request in good faith.
- 19.6 Waiver. A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:

- 19.6.1 waive that or any other right or remedy; or
- 19.6.2 prevent or restrict the further exercise of that or any other right or remedy.
- 19.7 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 19.8 Notices.
- 19.8.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or email.
- 19.8.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the registered address of the receiving party, if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or email, one Business Day after transmission.
- 19.8.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
- 19.9 Counterparts
- 19.9.1 This Contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 19.9.2 Transmission of an executed counterpart of this Contract (but for the avoidance of doubt not just a signature page) by (a) fax or (b) email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Contract. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.
- 19.9.3 No counterpart shall be effective until each party has executed and delivered at least one counterpart.
- 19.10 Third parties. No one other than a party to the Contract shall have any right to enforce any of its terms.
- 19.11 Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with, the law of England and Wales.
- 19.12 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the last date of signature detailed below and shall be in force until terminated in accordance with clause 17 of this Contract.

**Agilicist Ltd**  
41 Liberty Lane, Addlestone,  
Surrey, KT15 1NQ  
Company Reg No: 11058173

**Company name** Limited  
**address**  
Company Reg No: **number**

By:  
**Date of signing:** **date**

**Name and Position:** **<name/role>**

By:  
**Date of signing:**

**Name and Position:** **<name/role>**

| Schedule 1: The Order      |                                                                                                                                                                                    |
|----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Contract Reference         | <contract number>                                                                                                                                                                  |
| Order Number               | <order number>                                                                                                                                                                     |
| Client Name                | <client name>                                                                                                                                                                      |
| Dates for Service delivery | <date from> - <date to>                                                                                                                                                            |
| Order notice period        | 30 day notice of termination                                                                                                                                                       |
| Location                   | Remote working or address                                                                                                                                                          |
| Expenses                   | The client will reimburse Agilicist Limited for any pre-agreed, reasonably incurred expenses relating to travel and subsistence for services performed at client office locations. |
| Summary of services        | <description>                                                                                                                                                                      |

| Fee Structure for Agilicist Consulting Services |      |      |        |
|-------------------------------------------------|------|------|--------|
| Role                                            | Rate | Days | Total  |
| ADO Specialist                                  | £900 | 2    | £1,800 |
| Total:                                          |      | 2    | £1,800 |

**Agilicist Ltd**  
41 Liberty Lane, Addlestone,  
Surrey, KT15 1NQ  
Company Reg No: 11058173

**<Company name> Limited**  
<address>  
Company Reg No: <number>

By:  
Date of signing: <date>

Name and Position: <name/role>

By:  
Date of signing:

Name and Position: <name/role>