

CLIENT AGREEMENT FOR THE SUPPLY OF SERVICES

This Agreement is made on Thursday, 8 January 2026 and is made between:

- (1) **Penpole Consulting Ltd** (Registered in England & Wales No. 11397316) whose registered office is at 29 Great George Street, Bristol, BS1 5QT (**Company**); and
- (2) **XXXX** (Registered in England & Wales No. XXXX) whose registered office is at XXXXXX (**Client**)

1. DEFINITIONS & INTERPRETATION

- 1.1. In this Agreement, the following definitions apply:

Assignment means the temporary role or project which the Company shall undertake for the Client;

Assignment Schedule means the document confirming details of the Assignment which is issued to the Client by the Company;

Charges means the charges made by the Company for the supply of the services, including any expenses incurred by the Company which the Client has agreed to pay

Data means personal data and special/sensitive personal data within the meaning of the Data Protection Legislation;

Data Protection Legislation means (i) the Data Protection Act 2018, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 2018;

Intellectual Property means all copyright, trademarks, database rights, design rights, patents and other intellectual property of any type, whether capable of registration or not, together with any registration rights in the same existing anywhere in the world;

Payment Terms means 30 days from the date of the Company's invoice;

Progress Report means a document in a format specified by the Company which details the Services which have been provided during the period stated on such document;

Progress Report Approval Deadline means the first Wednesday following the end of the relevant Reporting Period, by which the Client must review and either approve or dispute the Progress Report submitted by the Company for the relevant Reporting Period;

Reporting Period means each successive period commencing on the third day following the last Friday of the preceding month and ending on the second day following the last Friday of the current month. For the purposes of this Agreement, the "last Friday of the month" shall be determined by reference to the final calendar Friday falling within that calendar month;

Representative means the director, officer or representative of the Company who performs the Services on behalf of the Company;

SDC means supervision, direction or control as to the manner in which the Services are carried out;

Services means the work to be carried out by the Company during the course of the Assignment as described in the Assignment Schedule;

- 1.2. Unless the context requires otherwise, references to the singular include the plural and references to the masculine include the other genders and vice-versa.
- 1.3. A person includes a natural person, firm, corporate or unincorporated body (whether or not having a separate legal personality).
- 1.4. Any phrase introduced by the words including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those words.
- 1.5. A reference to any legislation shall be deemed to include any amendment or replacement to such legislation from time to time and any secondary legislation which is made thereto.
- 1.6. Where relevant, a reference to the Client shall be deemed to include any holding, subsidiary or associated company of the Client.
- 1.7. The headings in this Agreement are for convenience only and do not affect the interpretation of any clause.

2. THE AGREEMENT

- 2.1. This Agreement incorporating the Assignment Schedule, comprises the entire agreement between the Company and the Client for the supply of the Services described in the Assignment Schedule to the exclusion of any alternative terms which are proposed by the Client. In the event of any conflict or inconsistency between the documents, the Assignment Schedule shall take priority.
- 2.2. The Client shall be deemed to have accepted the terms of this Agreement upon signing the Agreement or otherwise indicating acceptance of the Agreement in writing, Engaging the Company or Representative or otherwise utilising the Company's services, whichever occurs first.
- 2.3. The Client shall not rely on any statement, promise or representation made or given by or on behalf of the Company which is not set out in this Agreement.
- 2.4. No variation or alteration to this Agreement shall be valid unless the details of such variation are agreed between a director of the Company and the Client, are set out in writing and a copy of the varied Agreement is given to the Client stating the date on or after which such varied Agreement shall apply.

3. CLIENT OBLIGATIONS

- 3.1. The Client must:
- 3.1.1. provide a safe working environment for the Representative;
- 3.1.2. ensure that, where applicable, the Representative uses all necessary safety and personal protective equipment during the Assignment;
- 3.1.3. comply with all statutory provisions, by-laws, codes of practice and other legal obligations in respect of the Representative's health and safety whilst carrying out an Assignment;
- 3.1.4. maintain records of any accident or injury affecting the Representative and provide copies of such records to the Company upon demand; and
- 3.1.5. indemnify the Company for any claim arising out of or in connection with the death or personal injury of the Representative in the course of or as a result of an Assignment.
- 3.1.6. Review each Progress Report submitted by the Company and, no later than the Progress Report Approval Deadline (being 17:00 on the first Wednesday following the end of the relevant Reporting Period), either provide written approval or raise any disputes in relation to its contents.
- 3.2. The Client must not and must ensure that its employees, subcontractors and representatives do not unlawfully discriminate against, harass or victimise any Representative.
- 3.3. Subject to clause **Error! Reference source not found.**,
- 3.3.1. The Company may appoint an alternative Representative to perform the Services from time to time and, subject to verifying that the alternative Representative is equally skilled, qualified, security cleared and able to perform the Services, the Client shall accept the appointment of such alternative Representative;
- 3.3.2. the Client shall not move the Representative to a different task or project or otherwise materially vary the Assignment without first agreeing such move or variation with the

Company;

- 3.3.3. the Representative shall determine their own schedule when performing the Services and the location in which such Services are performed, subject to the Client's reasonable operational requirements and the specific nature of the Assignment;
 - 3.3.4. the Client shall not exercise or permit any third party to exercise SDC (or assert the right thereof) over the Representative during an Assignment provided that nothing in this clause shall affect the Client's obligations under clause 3.1.
- 3.4. The Client must notify the Company immediately if the Client intends to vary an Assignment in any way.

4. PROVISION OF INFORMATION

- 4.1. The Client must inform the Company of:
- 4.1.1. whether the Representative requires a DBS disclosure or any other check or clearance to carry out the Assignment;
 - 4.1.2. any Health and Safety information which is relevant to the Assignment; and
 - 4.1.3. any reason why it may be detrimental to the interests of the Company to carry out the Assignment.
- 4.2. The Company shall issue an Assignment Schedule to the Client on commencement of the Assignment or as soon as practicable thereafter.

5. PROGRESS REPORTS

- 5.1. At the end of each Reporting Period during an Assignment, the Client shall review and, by the Progress Report Approval Deadline, approve the corresponding Progress Report to verify the Services delivered by the Company during that Reporting Period.
- 5.2. The Company shall use reasonable endeavours to provide the Client with a written Progress Report no later than 48 hours prior to the Progress Report Approval Deadline, to allow sufficient time for the Client to review and approve, or raise any disputes in relation to the Report.
- 5.3. The Client must ensure that the information shown on the Progress Report is correct and that only duly authorised employees approve a Progress Report.
- 5.4. The Client's approval of the Progress Report is confirmation that the Services were provided satisfactorily during the period specified on the Progress Report. If the Client has any legitimate grounds for refusing to approve the Progress Report, the Client must notify the Company without delay and co-operate with the Company to resolve the matter as soon as reasonably practicable.
- 5.5. If the Client does not provide written approval or raise any disputes in relation to the Progress Report by the Progress Report Approval Deadline, the Progress Report shall be deemed approved by the Client.
- 5.6. If the Client is dissatisfied with the Services performed by the Company, the Client may terminate the Assignment but the Client (i) shall remain liable to pay the Charges for any Services which were performed by the Company and (ii) may not retrospectively adjust or withdraw its prior approval of a Progress Report.

6. CHARGES

- 6.1. The Client shall pay the Charges to the Company as specified in the Assignment Schedule.
- 6.2. The Company shall issue invoice(s) to the Client for the Charges associated with an Assignment in accordance with the applicable Assignment Schedule. All invoices shall be payable in accordance with the Payment Terms. VAT shall be charged at the prevailing rate on all amounts invoiced under this Agreement.
- 6.3. The Company may vary the Charges, by giving written notice to the Client, to reflect any additional cost in supplying the Services to the Client.
- 6.4. The Company shall not give any refund or rebate in respect of the Charges and the Client shall pay the Charges without deduction or set off.
- 6.5. If an invoice is not paid within the Payment Terms, the Company may:
- 6.5.1. terminate the supply of Services to the Client without notice;
 - 6.5.2. pursuant to the Late Payment of Commercial Debts (Interest) Act 1998, charge late payment compensation in respect of such invoice;
 - 6.5.3. charge interest on the invoiced sum of 8% per annum above the base rate of the Bank of England from the due date until the date of payment; and
 - 6.5.4. refer the collection of such payment to a collection agency or legal representatives and, if so referred, the Client shall be liable for all costs, fees (including legal fees on an indemnity basis), charges and disbursements incurred by the Company in recovering payment from the Client.

7. TERMINATION OF THE ASSIGNMENT

- 7.1. Subject to clauses 7.2 and 7.3 either party may terminate the Assignment at any time by giving the notice specified in the Assignment Schedule or, if no period of notice is specified, at any time without notice.
- 7.2. Notwithstanding any notice period specified in the Assignment Schedule, the Company may without notice and without liability terminate the Assignment at any time, where:
- 7.2.1. the Client has committed a serious or persistent breach of its obligations under this Agreement, undergoes a change of control or becomes insolvent;
 - 7.2.2. the Company considers that it would be detrimental to the interests of the Company or the Client for the Assignment to continue; or
- 7.3. Notwithstanding any notice period specified in the Assignment Schedule, the Client may terminate the Assignment without notice and without liability at any time, where:
- 7.3.1. the Company has committed a serious or persistent breach of its obligations under this Agreement or becomes insolvent;
 - 7.3.2. the Services have been completed; or
 - 7.3.3. the Client, acting reasonably, considers the Company to have been negligent or to have failed to perform the Assignment to the required standard.
- 7.4. On termination of the Assignment, this Agreement shall also terminate.
- 7.5. Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination of the Agreement shall remain in full force and effect.

8. CONFIDENTIALITY & DATA PROTECTION

- 8.1. The Company and the Client shall each act as data controllers in respect of any Data relating to a Representative and the Client must:
- 8.1.1. Control and process such Data in accordance with the Data Protection Legislation;

- 8.1.2. Provide to the Representative the information specified under Article 14 of the GDPR; and
- 8.1.3. Notify the Company without delay if any Data relating to a Representative which has been supplied by the Company is subject to a data breach at any time prior to such Representative completing an Assignment with the Client.
- 8.2. If requested by the Client, the Company shall give reasonable assistance to the Client in complying with clause 8.1.2.

9. BRIBERY & ANTI-CORRUPTION

- 9.1. The Client and the Company each warrant that they shall:
 - 9.1.1. comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010; and
 - 9.1.2. promptly notify the other party of any request or demand for any undue financial or other advantage of any kind in connection with the performance of this Agreement.

10. LIABILITY

- 10.1. The Company shall not be liable to the Client for any indirect or consequential losses or for any loss of profit, business, reputation or goodwill howsoever arising.
- 10.2. Subject to clause 10.3 the aggregate liability of the Company to the Client in respect of any claim or series of claims arising out of or in connection with this Agreement, and whether arising in contract, tort (including negligence), breach of statutory duty or otherwise shall be limited to the sum of £5,000.
- 10.3. The Company does not limit or exclude liability for death or personal injury arising from its own negligence, for fraud or fraudulent misrepresentation or for any other claim which may not be limited or excluded by law.
- 10.4. All warranties, conditions and other terms implied by statute or common law are excluded from this Agreement to the fullest extent permitted by law.
- 10.5. Any claim which the Client may bring against the Company pursuant to this Agreement must be commenced within 12 months of the date on which the Client becomes aware or should reasonably have become aware of such claim.
- 10.6. The Client shall indemnify and keep indemnified the Company against all losses, damages or claims suffered or incurred by the Company as a result of the Client's breach of contract, negligence (or any other tortious act), breach of statutory duty or otherwise.

11. GENERAL PROVISIONS

- 11.1. The Client shall not assign any of its rights or obligations under this Agreement without the prior written consent of the Company, such consent not to be unreasonably withheld or delayed.
- 11.2. If any provision in this Agreement is determined by a competent authority to be unenforceable to any extent, such provision shall, to that extent, be severed from the Agreement, which shall continue to be valid to the fullest extent permitted by law.
- 11.3. No failure or delay by a party in exercising any right or remedy under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 11.4. Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of their obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond their reasonable control. In such circumstances, the affected party shall be entitled to a reasonable extension of the time for performing such obligations.
- 11.5. This Agreement shall be interpreted in accordance with English law.
- 11.6. The parties irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales in respect of any dispute or claim arising between the parties in relation to the construction, interpretation or performance of the Agreement.

Agreed and signed on behalf of the Client by an authorised signatory:

Signed:	
Print Name:	
Position:	
Date:	

Agreed and signed on behalf of the Company by an authorised signatory:

Signed:	
Print Name:	
Position:	
Date:	08/01/2026

ASSIGNMENT SCHEDULE

Assignment Details:

Name of initial Representative:	
Services:	
Location:	
Equipment to be provided by Services Company:	
Equipment to be provided by Client:	
Required qualifications/certifications of Representative:	
Subject to Client supervision, direction or control (SDC):	
Start date of assignment:	
End date of assignment:	
Notice for Client to terminate Assignment:	
Notice for Company to terminate Assignment:	
Special Conditions/Other Information:	
Applicable Terms:	Client Agreement for Supply of Services

Charges:

Charges:	£
Agreed Expenses:	
Invoice Frequency:	
Payment Terms:	30 days from invoice
Purchase Order Number:	