

CONSULTANCY TERMS AND CONDITIONS – G-Cloud 15

THIS AGREEMENT is dated [DATE]

PARTIES

- (1) XXXXX incorporated and registered in England and Wales with company number XXXX whose registered office is at XXXX (**Company**).
- (2) [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (**Client**).

BACKGROUND

The Client has requirements for consultancy services. The Company is a company able to provide its consultancy services on the terms of this agreement and as specified in the Consultancy Specification.

AGREED TERMS

1. INTERPRETATION

- 1.1 The following definitions and rules of interpretation apply in this agreement:

Applicable Laws: all statutes, laws, regulations, and codes of practice applying to the parties, the Services and tax obligations.

Client: the person, firm or corporate body specified as such in a Consultancy Specification, and shall include any subsidiary, holding or associated company of the Client and end-client (where applicable).

Confidential Information: information in whatever form and wherever located in respect of the Company, the Client and its end-clients, relating to their business methods, know how, plans, systems, finances or projects, training and development and research or development projects, their trade secrets, the identity and business affairs of their Clients, potential Clients, their clients, workforce, the provision of products or services to which they attach confidentiality or in respect of which they hold an obligation to a third party which comes to either parties' attention or possession, including information that the Specialist creates, develops, receives or obtains in connection with Services and which is regarded or could reasonably be regarded as confidential, whether or not any such tangible information is marked 'confidential'.

Client's Equipment: any equipment, systems, cabling or facilities provided by the Client and used directly or indirectly in the supply of the Services.

Consultancy Specification: a detailed plan describing services to be provided by the Company and setting out the estimated timetable (including Milestones and Deliverables) and responsibilities for the provision of such services.

Data Protection Legislation: all applicable laws and regulations relating to data protection, privacy and electronic communications, including (i) Data Protection Act 2018; and (ii) UK General Data Protection Regulation ((EU) 2016/679) (UK GDPR).

Deliverables: all Documents, products and materials specified as deliverables in the Consultancy Specification.

Document: includes, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.

Engagement: any engagement, employment, retention or use of Company's personnel, Specialist's services or the services of the Specialist's personnel directly or indirectly by the Client or by any third party to whom they have been introduced by the Client on a permanent or temporary basis which shall include under an employment contract, contract for services, agency, licence, franchise or partnership arrangement, or via any other company and "Engage", "Engages" and "Engaged" shall be construed accordingly.

Equipment: any equipment, including tools, systems, cabling or facilities, provided by the Company, Specialist or their subcontractors and used directly or indirectly in the supply of the Services which are not the subject of a separate agreement between the parties under which title passes to the Client.

In-put Material: all Documents, information and materials provided by the Client relating to the Services, including computer programs, data, reports and specifications including any in-put materials specified in the Consultancy Specification.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use and protect the confidentiality of confidential information (including the Confidential Information 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.

Milestones: a date by which a part of services is estimated to be completed, as set out in a Consultancy Specification.

Off Payroll: Chapter 8 and Chapter 10 of Part 2 Income Tax (Earnings and Pensions) Act 2003.

Pre-existing Materials: all Documents, information, know-how and materials provided by the Company relating to the Services which existed prior to the commencement of this agreement, including computer programs, data, reports and specifications including the pre-existing materials specified in the Consultancy Specification.

Project: an assignment as described in a Consultancy Specification.

Services: the services to be provided by the Company under this agreement as set out in Consultancy Specification(s) together with any other services which the Company provides or agrees to provide to the Client.

Specialist: corporate body engaged by the Company to perform the Services and shall include the Specialist's personnel, including any substitute.

VAT: value added tax chargeable under English law for the time being and any similar additional tax.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedules and Consultancy Specification form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the schedules including Consultancy Specification.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and all subordinate legislation and instruments, orders or regulations made under or deriving validity from a statute or provision.
- 1.8 A reference to **writing** or **written** includes fax and email.
- 1.9 If any term herein conflicts with any term in the schedules, then the schedules will take precedence, and the terms in the Consultancy Specification will prevail in the event of conflict between terms in the schedules.
2. **COMMENCEMENT AND DURATION**
- 2.1 The Company shall provide the Services to the Client on the terms and conditions of this agreement.
- 2.2 The Company shall provide the Services to the Client from the date specified in the Consultancy Specification.

- 2.3 The Services supplied under the Consultancy Specification shall continue to be supplied until the work is completed, to the End Date agreed in a Consultancy Specification or until termination for any other reason.
- 2.4 This agreement is a framework agreement and shall apply to all Services provided to the Client by the Company. This agreement shall come into force upon [either the date an introduction of a Specialist is made, the date it is signed by the parties or the date upon which Services are commenced, whichever is the earlier. This agreement shall be terminated by one of the parties giving to the other not less than 28 days' notice, unless this agreement is terminated in accordance with clause 12. Post termination, the terms of this agreement shall continue to apply to ongoing Consultancy Specifications until their completion.

3. **CONSULTANCY SPECIFICATION**

- 3.1 The Consultancy Specification shall be agreed in the following manner:
- (a) the Client shall provide the Company with a request for services and shall provide the details as the Company may request to allow the Company to prepare a Consultancy Specification;
 - (b) the Company shall, as soon as reasonably practicable, provide the Client with a Consultancy Specification; and it shall become a Schedule to and subject to this agreement.
- 3.2 Once the Consultancy Specification has been agreed, no amendment shall be made to it except in accordance with clause 6.

4. **COMPANY'S OBLIGATIONS**

- 4.1 The Company shall use reasonable endeavours to provide the Services in accordance with the Consultancy Specification in all material respects.
- 4.2 The Company shall use reasonable endeavours to meet Milestones specified in the Consultancy Specification, but any such dates shall be estimates only and time for performance by the Company shall not be of the essence under this agreement.
- 4.3 The Company shall appoint a Company's Key Contact who shall have authority contractually to bind the Company on all matters relating to the Consultancy Specification. The Company shall use reasonable endeavours to ensure that the same person acts as the Company's Key Contact throughout the term of this agreement but may replace them from time to time where reasonably necessary in the interests of the Company's business.
- 4.4 The Company shall use reasonable endeavours to observe all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Client's premises and that have been communicated to it under clause 5.1(d), provided that it shall not be liable under this agreement if, as a result of such observation, it is in breach of any of its obligations under this agreement.
- 4.5 The Client acknowledges that the Company may provide Specialists to deliver the Services. These are chosen at the Company's discretion and may be substituted during the performance of the Services.

5. **CLIENT'S OBLIGATIONS**

- 5.1 The Client shall:

- (a) co-operate with the Company in all matters relating to the Services and appoint a Client's Key Contact in relation to the Project, who shall have the authority contractually to bind the Client on matters relating to the Project;
- (b) provide, for the Company, its Specialists, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Client's premises, office accommodation, data and other facilities as reasonably required by the Company or any of them;
- (c) provide, in a timely manner, such In-put Material and other information as the Company may reasonably require, and ensure that it is accurate in all material respects;
- (d) inform the Company of all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Client's premises;
- (e) obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services, the installation of the Company's Equipment, the use of In-put Material and the use of the Client's Equipment in relation to the Company's Equipment insofar as such licences, consents and legislation relate to the Client's business, premises, staff and equipment, in all cases before the date on which the Services are to start;
- (f) treat the Specialists as independent contractors of the Company.
- (g) where the Services are undertaken at the Client's site or at a location dictated by the nature of the Services, provide a safe place of work and ensure safe working conditions including provision of equipment, in good condition, if required. The parties shall notify the other as soon as practicable of any health and safety incidents or material health and safety hazards at the locations at which the Services are performed of which it becomes aware and which relate to or arise in connection with the performance of Project(s);
- (h) notify the Company in writing immediately if it becomes subject to an HMRC investigation in respect of the Services; and
- (i) comply with all Applicable Laws arising from, directly or indirectly connected with the Services and will assist the Company in complying likewise.

5.2 If the Company's performance of its obligations under this agreement is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants or employees, the Company shall not be liable for any costs, charges or losses sustained or incurred by the Client that arise directly or indirectly from such prevention or delay. The Company shall be entitled to invoice for work performed if unable to meet a Milestone or Deliverable due to such act or omission and shall use its sole discretion to determine whether to invoice on a fixed fee or on a time and materials basis.

5.3 The Client shall be liable to pay to the Company, on demand, all reasonable costs, charges or losses sustained or incurred by the Company (including any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) that arise directly or indirectly from the Client's fraud, negligence, failure to perform or delay in the performance of any of its obligations under this agreement, subject to the Company confirming such costs, charges and losses to the Client in writing.

- 5.4 The Client shall not, without the prior written consent of the Company, at any time from either the date of introduction of a Specialist, the date of this agreement or the expiry of twelve months after the last date of supply of the Services, whichever is the later, solicit, Engage or attempt to Engage any person who is, or has been, engaged as an employee, consultant or subcontractor of the Company or Specialist in the provision of the Services or Engage the Specialist directly or indirectly other than via the Company.
- 5.5 [Any Engagement with or without Company's consent in accordance with clause 5.4, shall be subject to the Client paying to the Company a flat introduction fee of £50,000 plus VAT.]

6. CHANGE CONTROL

- 6.1 The Client's Key Contact and the Company's Key Contact shall meet as required and as set out in the Consultancy Specification to discuss matters relating to the Project. The Company may ask the Specialist Key Contact and/or the Site Lead to attend with it or in its place. If either party wishes to change the scope or execution of the Services, it shall submit details of the requested change to the other in writing.
- 6.2 If either party requests a change to the scope or execution of the Services, the Company shall, within a reasonable time, provide a written estimate to the Client of:
- (a) the likely time required to implement the change;
 - (b) any necessary variations to the Company's charges arising from the change;
 - (c) the likely effect of the change on the Consultancy Specification; and
 - (d) any other impact of the change on this agreement.
- 6.3 If the Client wishes the Company to proceed with the change, the Company has no obligation to do so unless and until the parties have agreed the necessary variations to its charges, the Services, the relevant Consultancy Specification and any other relevant terms of this agreement to take account of the change and this agreement has been varied in accordance with clause 16.2.
- 6.4 Notwithstanding clauses 6.2 and 6.3, the Company may, from time to time and without notice, change the Services in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature or scope of the Services. The Company may, from time to time and subject to Client's prior written consent, which shall not be unreasonably withheld or delayed, change the Services, provided that such changes do not materially affect the nature or quality of the Services and, where practicable, it will give the Client at least one week's notice of any change.
- 6.5 The Company may charge for the time it spends assessing a request for change from the Client on a time and materials basis.

7. CHARGES AND PAYMENT

- 7.1 In consideration of the provision of the Services by the Company, the Client shall pay the charges as set out in the relevant Consultancy Specification.
- 7.2 The Client shall pay the total price to the Company (without deduction or set-off) in instalments, as set out in the Consultancy Specification, on the Company achieving the corresponding Milestone or Deliverable. On achieving a Milestone or at the end of a period specified in the Consultancy Specification in respect of which an instalment is

due, the Company shall invoice the Client for the charges that are then payable, together with expenses, the costs of materials and VAT, where appropriate, calculated as provided in clause 7.4.

- 7.3 Where the Project and the Project price is sub-divided into stages, then an overall cost estimate for the Project shall be set out in the Consultancy Specification. Should the Client cancel a stage for whatever reason then it shall be in the Company's sole discretion to levy a cancellation fee of up to 50% of the fees already invoiced plus VAT.
- 7.4 The Client shall pay each invoice submitted to it by the Company, in full and in cleared funds, within 30 days of receipt to a bank account nominated in writing by the Company.
- 7.5 Without prejudice to any other right or remedy that it may have, if the Client fails to pay the Company on the due date:
- (a) the Client shall pay interest on the overdue amount at the rate of 8% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Client shall pay the interest together with the overdue amount; and
 - (b) the Company may suspend all Services until payment has been made in full.
- 7.6 All sums payable to the Company under this agreement shall become due immediately on its termination, despite any other provision. This clause is without prejudice to any right to claim for interest under the law, or any such right under this agreement.
- 7.7 All amounts due under this agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 As between the Client and the Company, all Intellectual Property Rights and all other rights in the Pre-existing Materials shall be owned by the Company or Specialist. Subject to clause 8.2, the Company licenses all such rights to the Client free of charge and on a non-exclusive, worldwide basis only to such extent as is necessary to enable the Client to make reasonable use of the Deliverables and the Services and will ensure the Specialist provides a license on the same terms to secure the same rights for the Client. If this agreement is terminated, this licence will automatically terminate unless agreed otherwise by the parties and the Specialist, if applicable.
- 8.2 The Client acknowledges that, where the Company or Specialist does not own any of the Pre-existing Materials, the Client's use of rights in Pre-existing Materials is conditional on obtaining a written licence (or sub-licence) from the relevant licensor or licensors on such terms as will entitle the Company or Specialist to license such rights to the Client.
- 8.3 All Intellectual Property Rights in the Deliverables and Services shall vest in and belong to the Client and/or the end Client and the Company irrevocably assigns to the Client and/or the end Client all present and future rights with full title guarantee throughout the world, free from all encumbrances. The Company shall execute and do all acts as are necessary to enable the Client and/or end Client to apply for and obtain protection in any and all countries.

- 8.4 Subject to Clause 8.2, the Company warrants that they have the right to use all software and materials utilised in connection with the Deliverables, that all necessary licences in connection with the use of all software and materials have been purchased and that the Deliverables do not infringe any third-party rights.

9. **COMPLIANCE WITH LAWS AND POLICIES**

In performing their obligations under this agreement, the Client shall comply with all Applicable Laws.

10. **CONFIDENTIALITY AND THE COMPANY'S PROPERTY**

- 10.1 The parties undertake that they shall not at any time during this agreement, and after termination of this agreement, disclose to any person Confidential Information, except as permitted by clause 10.2.

- 10.2 One party may disclose the other's Confidential Information:

- (a) to the Specialists, sub-contractors, employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its Specialists, sub-contractors, employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 10; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

- 10.3 Neither party shall use the other's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

- 10.4 All materials, equipment and tools, drawings, know how, specifications and data supplied by the Company to the Client (including Pre-existing Materials and the Company's Equipment) shall, at all times, be and remain as between the Company and the Client the exclusive property of the Company, but shall be held by the Client in safe custody at its own risk and maintained and kept in good condition by the Client until returned to the Company, and shall not be disposed of or used other than in accordance with the Company's written instructions or authorisation.

11. **LIMITATION OF LIABILITY -**

- 11.1 Nothing in this agreement limits or excludes the Company's liability for:

- (a) death or personal injury caused by its negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) any other liability which cannot be limited or excluded by applicable law.

- 11.2 Subject to clause 11.1, the Company shall not be liable to the Client, or to any third party whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement for:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of or damage to goodwill;

- (f) loss of use or corruption of software, data or information; or
 - (g) any indirect or consequential loss.
- 11.3 In respect of all claims (connected or unconnected) arising out of a Consultancy Specification the Company's total liability to the Client shall be limited to the equivalent of 50% of the total charges payable by the Client set out in the applicable Consultancy Specification OR £100,000.
- 11.4 Notwithstanding clauses 11.2 and 11.3 the Company's total liability to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement shall be limited to £100,000.
- 11.5 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 this agreement.
- 11.6 The Client has third party rights to enforce indemnities provided by the Specialist in the agreement between the Company and its Specialist to deliver the Services and copy of such agreement is available upon written request to the Company.
- 11.7 The Client will indemnify and keep indemnified the Company against all liabilities, including costs, claims, damages, expenses, penalties and fines incurred by the Company arising out of:
 - 11.7.1 non-compliance with or breach of this agreement by the Client;
 - 11.7.2 breach by the Client of Applicable Laws.
- 12. **TERMINATION**
- 12.1 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:
 - (a) the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 7 days after being notified in writing to make such payment;
 - (b) the other party commits a material breach of any term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
 - (c) the other party 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 or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
 - (d) the other party goes into liquidation or receivership, has a receiver appointed over a significant part of its assets, or takes or suffers any similar action as a result of debt or anything analogous occurs under the law of any jurisdiction in relation to it; or
- 12.2 For the purposes of clause 12.1(b), **material breach** means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the terminating party would otherwise derive from a substantial portion of this agreement over the term of this agreement. In deciding whether any

breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

12.3 Either party may terminate a Project by giving to the other party in writing any period of notice specified in a Consultancy Specification.

12.4 Notwithstanding the provisions of sub-clause 12.3 the Client may terminate a Project forthwith by notice in writing if it provides satisfactory evidence of cause in writing to the Company where:

(a) The Company or its Specialists have committed an act(s) of misconduct, negligence, fraud or dishonesty whereby the Client reasonably concludes it is unable to continue to use its services;

(b) The Company or its Specialists have seriously breached any conditions of confidentiality or Intellectual Property made known to them from time to time in respect of the Confidential Information and Intellectual Property.

13. **CONSEQUENCES OF TERMINATION**

13.1 On termination or expiry of this agreement:

(a) the Client shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Company may submit an invoice, which shall be payable immediately on receipt;

(b) the Client shall, return all of the Company's or Specialist's Equipment, Pre-existing Materials and Deliverables. If the Client fails to do so, then the Company may enter the Client's premises and take possession of them. Until they have been returned or repossessed, the Client shall be solely responsible for their safe keeping.

(c) the following clauses shall continue in force: subclauses 5.45.5. and 5.5, (Engagement), clause 6 (Fees) clause 8 (Intellectual property rights), clause 10 (Confidentiality and the Company's property), clause 11 (Limitation of liability), clause 13, clause 15, clause 24 (Notices), clauses 26 and 27 (Governing law and jurisdiction).

13.2 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

14. **FORCE MAJEURE**

14.1 Both parties may terminate this Agreement with immediate effect if the delivery of the Services is on temporary hold for more than fourteen (14) working days due to a Force Majeure Event provided they shall attempt to comply with Clause 14.3.

14.2 **Force Majeure Event** means any circumstance not within a party's reasonable control including, without limitation industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, breakdown of equipment, fire, flood or storm:

14.3 The affected party shall:

- (a) as soon as reasonably practicable after the start of the Force Majeure Event but no later than 5 days from its start notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and
- (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

15. DATA PROTECTION , BRIBERY AND CORRUPTION

- 15.1 The parties shall observe the provisions of the Data Protection Legislation.
- 15.2 Under this agreement the Company and Client are data controllers. They are not joint controllers, controllers in common or data processors for the other or a third party unless specific terms are agreed to that effect in a Schedule.
- 15.3 The parties shall ensure that they have in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of or damage to personal data.
- 15.4 The parties shall provide reasonable assistance to the other in complying with their respective obligations under the Data Protection Legislation with respect to data subject access requests and other data subject rights, data security, breach notification, impact assessments and consultations and investigations with or by supervisory authorities or regulators and shall notify the other without undue delay on becoming aware of a data breach relevant to personal data transferred and processed pursuant to this agreement.
- 15.5 Terms used in this clause shall have the meanings as defined in the GDPR.
- 15.6 Both parties shall comply with all applicable laws, statutes, regulations, codes and guidance relating to anti-bribery, anti-corruption (Anti Bribery Laws) and modern slavery laws which shall include compliance with the Anti Bribery Laws of the United Kingdom.

16. VARIATION AND WAIVER

- 16.1 No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 16.2 No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

17. RIGHTS AND REMEDIES

Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

18. SEVERANCE

- 18.1 If any provision or part-provision of this agreement 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 this agreement.

- 18.2 If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

19. ENTIRE AGREEMENT

- 19.1 This agreement 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.
- 19.2 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 agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.
- 19.3 Nothing in this clause shall limit or exclude any liability for fraud.

20. CONFLICT

If there is an inconsistency between any of the provisions in the main body of this agreement, the Consultancy Specification and the Schedules, the provisions shall prevail in this order; Consultancy Specification, Schedules, main body.

21. ASSIGNMENT AND OTHER DEALINGS

- 21.1 This agreement is personal to the Client and the Client shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement without the consent of the Company, not to be unreasonably withheld.
- 21.2 The Company may at any time assign, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights under this agreement, provided that the Company gives prior written notice of such dealing to the Client.

22. NO PARTNERSHIP OR AGENCY

- 22.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 22.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

23. THIRD PARTY RIGHTS

No one other than a party to this agreement their successors and permitted assignees shall have any right to enforce any of its terms.

24. **NOTICES**

All notices which are required to be given in accordance with this agreement shall be in writing and may be delivered personally or by first class prepaid post to the registered office of the party upon whom the notice is to be served or any other address, including an e-mail address, that the party has notified the other party in writing, by e-mail or facsimile transmission as suitable for notices. Any such notice shall be deemed to have been served: if by hand when delivered, if by first class post 48 hours following posting and if by e-mail or facsimile transmission, when that e-mail or facsimile is sent, or at 9 a.m. of the next business day of the sender if sent after 6 p.m.

25. **COUNTERPARTS**

25.1 This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

25.2 Transmission of the executed signature page of a counterpart of this agreement including a Consultancy Specification online or by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this agreement.

26. **GOVERNING LAW**

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

27. **JURISDICTION**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

**Signed by
for and on behalf of UNIO
Consulting Limited**

.....
Director

**Signed by [NAME OF DIRECTOR]
for and on behalf of [NAME OF
CLIENT]**

.....
Director

