AllThorpe Consulting Ltd

Terms and Conditions for the provision of Consulting Services

Framework reference: RM1557.15

AllThorpe Consulting Ltd
www.AllThorpe.com
Company Registered in England & Wales No: 12972450

BELOW ARE THE TERMS AND CONDITIONS FOR THE PROVISION OF CONSULTANCY SERVICES BETWEEN:

1. AllThorpe Consulting Ltd a company registered in England & Wales under company number 12972450 whose Registered Office is situated at Tanglewood House, 41 Northumberland Road, Leamington Spa, CV32 6HF (known hereinafter as “the Company”), and

2. [customer] defined in the Schedule (known hereinafter as “the Customer”)

RECITALS

1. The Company is in business on its own account and provides services, which may be of use from time to time to the person, firm or company described in the Schedule to this Agreement ("the Client").

2. The Customer wishes to engage the Company to carry out services for the Client as described in the Schedule to this Agreement ("the Services") in accordance with the terms of this Agreement set out below.

3. The Company and the Customer agree and intend that this legal relationship is one of undertaking independent specialist services and is not a relationship of employer and employee either between the Company and the Customer, the Company and the Client or the Authorised Personnel (as described in the Schedule) and either the Customer or the Client.

4. The Company can benefit from its own sound management of the execution of the Services by negotiating effectively and using hired assistance or substitutes, where appropriate and in accordance with the terms of this agreement, exploiting its reputation in the market place and by being proficient and efficient in the performance of the Services, subject to the Customer’s agreement.

5. The Company acknowledges the volatility of the IT industry and accepts that there is the financial risk of bad debts when operating as an independent business on its own account.

TERMS AND CONDITIONS OF AGREEMENT:

1 BASIS OF THE AGREEMENT

1.1 These Terms and Conditions together with the Schedule(s) constitute the entire agreement ("the Agreement") between the Customer and the Company and supersede any previous agreements or understandings.

1.2 The Company will provide the Services as defined in the Schedule to the Client and will supply the Authorised Personnel referred to in the Schedule or any other person, firm or company, approved by the Company and the Customer, which

approval shall not be unreasonably withheld for the period specified in the Schedule.

1.3 These Terms and Conditions are accepted by the Company and Customer by virtue of the supply of the services of the Authorised Personnel as specified in the agreed Schedule(s).

1.4 No variation or alteration to these Terms and Conditions, or to the agreed Schedule(s) shall be valid unless approved in writing by the Company and Customer.

1.5 The Company shall receive payment in accordance with the terms of this Agreement in respect of the performance of the Services.

2 PAYMENT TERMS

2.1 The Customer shall pay the Company fees (plus VAT and agree expenses if appropriate) calculated at the rate specified in the Schedule for hours worked by the Authorised Personnel in the provision of the Services. The payment term is stated in the Schedule.

2.2 Payment of fees (plus VAT if appropriate) is conditional upon the Company submitting invoices and when requested, where appropriate, a timesheet at the end of each calendar month of the Service. The invoices and or timesheet shall indicate the Services performed and, where appropriate, the number of hours worked during that week by the Authorised Personnel and shall be countersigned by an authorised representative of the Client as confirmation of the payments claimed.

3 COMPANY'S OBLIGATIONS

3.1 The Company undertakes as follows:

3.1.1 To procure that the Authorised Personnel will take all reasonable steps to safeguard their own safety and the safety of any other person who may be affected by their actions on the Service.

3.1.2 To procure that the Authorised Personnel will cooperate with any of the Client's staff with whom they have dealings in the performance of the Services and (where appropriate and necessary for the performance of the Services) comply with all reasonable and lawful instructions within the scope of the Services requested by the Client.

3.1.3 To procure that the Authorised Personnel shall where appropriate in the performance of the Services, support the Client's business strategy and to behave in a proper and reasonable manner in all dealings with the Client and any of its employees, customers, suppliers or other contacts. In

particular, the Company shall procure that the Authorised Personnel will not engage in any conduct detrimental to the interests of the Customer or Client which includes any conduct tending to bring the Customer or the Client into disrepute or which results in the loss of custom or business.

3.1.4 To furnish the Customer with any progress reports as may be requested from time to time.

3.1.5 To advise the Customer if the Authorised Personnel is offered any further or separate engagements by the Client together with details of any remuneration offered.

3.1.6 If any of the Authorised Personnel are unable for any unforeseen reason to work on the Service, the Company should inform the Client or the Customer on the first day of absence. In particular, where necessary for the performance of the Services the Company shall procure the services of any other person, firm or company approved by the Customer and the Client (which approval shall not be unreasonably withheld) as a substitute for the Authorised Personnel.

3.1.7 To negotiate and agree unavoidable periods of absence with the Client and inform the Customer of such arrangements.

3.1.8 To enter into any confidentiality agreement that may be required by the Client and procure that the Authorised Personnel do likewise.

3.1.9 To procure that the Authorised Personnel will comply with all the statutory obligations and codes of practice to which the Company is subject in respect of its staff including but not limited to the Working Time Regulations 1998.

3.1.10 To notify the Customer forthwith in writing if it should become insolvent, dissolved or subject to a winding up petition.

3.1.11 To comply with all the requirements of VAT legislation and the Companies Act 1981.

3.2 The Company is free to undertake other contracts for services for other parties at any time before, after or concurrently with this Agreement, provided that this does not create a conflict of interest with the Client or Customer.

3.3 The Customer acknowledges and agrees that the Company is not obliged to provide the Services to the Client before any other obligations which it has subject to the requirement that the Company shall provide the Services in accordance with the terms of this Agreement at all times.

3.4 The Company may advertise its services in any way its sees fit (subject to the requirements of confidentiality set out below or otherwise as required under clause 3.1.9) and offer its services to other parties.

3.5 The Company shall not and shall procure that the Authorised Personnel shall not accept any engagement from the Client for a period of four months following the termination or expiry of the Service without the prior written consent of the Customer.

3.6 The Company and the Authorised Personnel are not entitled to any rights accorded to employees of the Client and shall not be subject to any obligations applied to employees of the Client save as provided under the terms of this Agreement.

3.7 On the termination of this Agreement on completion of the Services or otherwise the Customer or the Client shall be under no obligation to offer further engagements to the Company and the Company shall be under no obligation to accept such engagements if offered. For the avoidance of doubt, the Customer and the Company agree and intend that this Agreement does not create or imply any mutuality of obligation.

3.8 The Company shall at all times represent itself as an independent business and will in no circumstances represent itself or hold itself out as a servant or employee of the Customer or Client. The Company accepts that it is in business on its own account and is not part and parcel of the Customer or Client's business.

3.9 To comply with all the requirements of the Data Protection Act 1998, and to procure that its authorised personnel likewise comply with the Act.

4 WARRANTIES AND LIABILITIES

4.1 The Company warrants that the Services performed under this Agreement shall be carried out with the requisite care, skill and diligence. If the Services are not performed in accordance with this Agreement or to the Customer's or Client's reasonable satisfaction, the Company agrees to perform free of charge such remedial services as may be necessary to correct any defective aspects of the Services.

4.2 Apart from personal injury or death arising as a direct result of the Customer's negligence the Customer shall not be liable for any loss injury or damage however it arises and whether direct indirect or consequential suffered by or occasioned to the Authorised Personnel or the Company during the continuance of this Agreement.

4.3 Apart from the express warranties given in this Agreement all other conditions warranties and representations (express or implied), statutory or otherwise, are excluded to the fullest extent allowable by law.

4.4 Apart from liability for personal injury or death arising from the Company's negligence, the Company's total liability under this Agreement will be limited to the amount of monies paid by the Customer under this Agreement.

5 CONFIDENTIALITY

5.1 During the Service the Company and the Authorised Personnel are likely to have access to confidential information trade secrets and other valuable information belonging to the Client. The Company will not at any time whether during or after the end of the Service (unless expressly authorised by the Client as a necessary part of the performance of its duties) disclose to any person or make use of any confidential information or trade secrets of the Client.

6 TERMINATION

6.1 Subject to clauses 6.2 and 6.3 below this Agreement will continue in force for the whole of the Service.

6.2 This Agreement may be terminated by the Company without notice and without any liability apart from payment due up to the time of termination in the event of the Customer being in default in payment to the Company or be in arrears of the Company's charges.

6.3 The Agreement may be terminated at any time by either party giving to the other in writing the period of notice shown in the Schedule.

7 FORCE MAJEURE

7.1 Neither the Company nor the Customer shall be liable for any breach of its obligations under this Agreement resulting from causes beyond its reasonable control including but not limited to Acts of God, Act of Parliament, enemy, fire, flood, explosion or other catastrophe, epidemic, quarantine restrictions or delays due to such cause or causes (an "Event of Force Majeure"), except that strikes, slowdowns or labour stoppages of any kind by the Service Supplier, its officers, employees or agents shall not constitute "force majeure" under this Agreement.

7.2 Each party agree to notify notice forthwith to the other upon becoming aware of an Event of Force Majeure, such notice to give details of the circumstances giving rise to the Event of Force Majeure.

8 GENERAL

8.1 Where for any reason Customer and Company have not signed and returned a copy of this Agreement the commencement of work shall constitute acceptance of these conditions. They supersede all previous communications or agreements between the parties whether written or oral.

8.2 No variation or alteration of this Agreement shall be valid unless approved in writing by an authorised representative of the Company and the Customer.

8.3 This Agreement shall be construed in accordance with the Laws of England and is subject to the jurisdiction of the English courts.

8.4 This Agreement does not constitute any relationship of employer and employee between the Customer and the Authorised Personnel or any employee of the Customer.

8.5 Neither the Company nor the Authorised Personnel is empowered to act as a representative or agent of the Customer and as such may not incur any liabilities or obligations on behalf of the Customer.

8.6 The Customer shall not attempt to hire seller's Authorised Personnel. If, during the term of, or within (12) months of the End Date of the term as defined in Terms of Agreement the buyer hires directly, or indirectly contracts with any of Company's Authorised Personnel the Customer agrees to pay to the Company fifty percent (50%) of either the new annual compensation payable to the Authorised Personnel or the fees paid to, or in favour of such personnel for one (1) year after such personnel separates from the Company, whichever is applicable, as liquidated damages.

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