

Consulting Statement of Work



This **agreement** is made between

COMPANY NAME:	Leading Talent Limited
COMPANY NUMBER:	10871530
VAT REGISTRATION:	278285556
REGISTERED ADDRESS:	Hazeldene, 4 Heol Eglwys, Bridgend, CF31 4LY

And

COMPANY NAME:	XXXXX
COMPANY NUMBER:	XXXX
VAT REGISTRATION:	XXXX
REGISTERED ADDRESS:	XXXX

Authorised representative for and on behalf of
Leading Talent Ltd

Signed:

Print Name:

Position:

Date:

Authorised representative for and on behalf of

Signed:

Print Name:

Position:

Date:

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Definitions

1. **"Supplier"** – meaning Leading Talent as a business in the provision of consultancy services as specified in the relevant Supplier Schedule.
2. **"Client"** means a customer or client of Leading Talent to whom Services are to be provided.
3. **"Agreement"** means these Supplier Terms along with the relevant Supplier Schedule related to the Services in question.
4. **"Services"** means the services or provision of personnel described in the relevant Supplier Schedule.
5. **"Supplier Schedule"** means the schedule detailing specifics of the "Services" to be provided by the "Supplier", including but not limited to commencement date of services, duration of services, fees, working hours, invoice frequency, notice period and trial period.
6. **"Intellectual Property"** means any patent, petty patent, copyright, design right, community design right, semiconductor topography right, registered design, rights in know-how, or any similar right in any part of the world and shall include any applications for the registration of any patents or registered designs or similar rights capable of registration in any part of the world.
7. **"Delivery Location"** Where the supplier will provide services from – as defined in the Supplier Schedule.
8. **"Effective date"** – When supply of services is to commence - as defined in the Supplier Schedule.
9. **"Service Duration"** The length of the agreement to supply services – as defined in the Supplier Schedule.
10. **"Charges"** meaning the fixed fee or day rate for services being delivered – as defined in the Supplier Schedule.
11. **"Expenses"** Meaning any agreed costs from providing services or travel to a requested client site – as defined in the Supplier Schedule.
12. **"Invoice Frequency"** The scheduled on which the supplier will send invoices to the client – as defined in the Supplier Schedule.
13. **"Chargeable Time"** Time worked in a billable day – as defined in the Supplier Schedule.
14. **"Billable Day"** The agreed chargeable days, typically a local working weekday. Monday to Friday in the UK – as defined in the Supplier Schedule.
15. **"Cancellation Terms"** Meaning any terms agreed by both parties to terminate services – as defined in the Supplier Schedule.

Services

The Services to be provided to the client by Leading Talent under this SOW, together with a timetable for the provision of Services are set out in Annex 1 (Services, Charges and Other Relevant Information).

1. Prior to commencement of the Services both parties (Supplier and client) shall agree to sign this agreement.
2. Throughout the Term, during the Working Days and the Working Hours, Leading Talent Shall Provide the client with the services documented below and in Annex 1.
3. Leading Talent will provide the Client Services remotely where possible and at the agreed Delivery Location at the times agreed with the Client and Supplier.
4. Leading Talent shall:
 - a. provide suitably qualified personnel of their choosing.
 - b. retain the right to swap out personnel that the client approves.
 - c. notify the client as soon as possible if Leading Talent cannot provide services.
 - d. use reasonable skill and care in performance of the Services.
 - e. provide equipment for any consultants where required.
 - f. devote such time and attention as are necessary for the proper performance of the Services.
 - g. follow all reasonable and lawful directions and regulations of the Client relating to the Client's premises including without limitation the Site Rules and Regulations relating to the Place of Performance and the Client's IT security policy.
 - h. not engage in any conduct detrimental to the interests of Leading Talent or the Client.
 - i. comply with all applicable legislation in the provision of the Services (including without limitation the Working Time Regulations 1998 and the Data Protection Act 1998).
 - j. not introduce to the Client's IT systems by any means any material that contains or includes any virus, Trojan horse, worm, or anything that has as its object or effect the disruption of or damage to the Client's IT systems.
 - k. not breach the Intellectual Property rights of any party in performance of the Services.
 - l. Always behave and act in an appropriate manner during performance of the Services.
 - m. and comply with all standards of good practice in the IT industry, including without limitation, British Standard BS7799 on Information Security Management.
5. Leading Talent represents, warrants, and undertakes that:
 - a. any Named Consultant have the necessary skills, knowledge, and experience to perform the Services promptly and effectively.
 - b. any Named Consultant is entitled to work in the country of the Delivery Location.

Confidentiality

1. Leading Talent shall ensure that our Personnel adhere to any additional confidentiality requirements imposed by local law (and, if applicable, to enter into additional written agreements where required by local law).
2. It is also assumed that any additional training required by the client will be provided for the consultant and or provided to Leading Talent to ensure adherence.

Charges and Invoicing

1. All fees and charges are subject to VAT when appropriate.
2. Invoices will be raised on a monthly basis to the client on the last banking day of the month or as agreed.
3. Each invoice will be sent by Leading Talent so that it is received by the client no later than the expiry of ten (14) calendar days after end of the month.
4. The client will process payments within 30 calendar days from the invoice date.

Rates and Chargeable time

1. Any rates that apply to the Services under this SOW (the "**SOW Rates**") are specified in Annex 1, for the skill classifications of the Supplier Personnel performing the Services.
2. For time charged on a day rate in accordance with the SOW Rates the Supplier Personnel will work a minimum of eight (8) working hours of Chargeable Time per day ("**Billable Day**").
3. "**Chargeable Time**" will be actual time spent by the Supplier Personnel in performing the Services and will not include:
 - a. lunch breaks, vacation, appraisals, sickness, inductions or training;
 - b. time spent performing any services (other than the Services); or
 - c. time spent performing services for other Supplier customers.
4. Periods worked outside the Billable Day will be charged at the standard SOW Rates (pro-rated as necessary).

Chargeable Expenses

1. Supplier will only be entitled to charge expenses:
 - a. that are actually incurred by the Supplier Personnel in performing the Services.
 - b. that are reimbursable pursuant to the client documented expenses policy.
 - c. that are expressly agreed to in advance in writing by an authorised representative of the client.
 - d. that are included on an invoice to the client within three (3) Months of being incurred.
2. Chargeable expenses will be charged by Leading Talent to the client on the following basis.
 - a. Leading Talent will review the invoice charges to determine the validity and accuracy of the expense before submitting the same to the client.
 - b. provide the client with receipts as evidence of expenses.
 - c. provide the client with a reasonable opportunity to review the original invoice/receipt and
 - d. pay the any amounts due to any third party and invoice the client for the expense, without mark-up, fees or overhead or administration charges of any kind.

Term and Termination

1. This Agreement shall continue for the Term unless terminated earlier in accordance with clause 2, 3 or 4 of this section (Term and Termination) or unless extended by notice in writing from Leading Talent and in agreement with the Client.
2. Either party may terminate this Agreement immediately by written notice to the other in the event that:
 - a. an order is made or an effective resolution is passed for the winding up of the other including the Client, (other than for a solvent reconstruction) or a receiver, administrator or administrative receiver is appointed over the undertaking or any of the property or assets of the other; or
 - b. the other commits any material or persistent breach of the terms of this Agreement.
3. Leading Talent and the client may terminate this Agreement at any time:
 - a. on giving notice of not less than the Notice Period
4. Leading Talent may terminate the Agreement and withhold all services to the client on immediate written notice to the client if:
 - a. The client has withheld payment to Leading Talent for services rendered.

Change Requests

Changes to any details outlined in this agreement must be submitted in writing (Email is sufficient) and agreed before changed to this agreement can take place.

Additional services or resources can be added as a separate addendum to this agreement referencing the attached rate card.

Restrictions

1. The Consultancy and Consultant(s) agree that they will not disclose the terms of this agreement with Leading Talent with the End Client or with any other personnel, companies or organisations associated in any way with this contract, the End client, any other End client staff members, supplier other customers or associated projects. This includes all references to the day rate for which services are provided.
2. All commercial discussions concerning terms of this agreement are to be held with Leading Talent as the client of the consultancy and not with the End Client. This includes all discussions on day rates.
3. The Consultancy and Consultant(s) agree that they will not without the express prior approval of Leading Talent for a period of 12 months after the Agreement Termination Date:
 - Solicit or endeavour to entice away from Leading Talent the business or custom of the End Client with a view to providing services to that End Client.
 - Supply any services, employee, worker, consultant or contractor to the End Client.
 - Offer to employ or engage or otherwise endeavour to entice away from PAO PMs or the End Client any individual with whom Leading Talent or the End Client has a contractual Relationship.
4. The Consultancy and Consultant(s) agrees not to promote or make known its own company name or business to the End Client as services are provided strictly on behalf of Leading Talent.
5. The consultancy shall not introduce any candidates or make any other professional introductions to suppliers or services, even if such services are not being provided by the Consultancy, without the express prior written approval from Leading Talent.

Annex 1: Services, Charges and Other Relevant Information

1. Background

- a. The purpose of this SOW is for Leading Talent to provide services to XXXXX

2. Services

- b. Leading Talent will provide the following services as documented below:

Role title	Role description	Named Supplier Personnel
Programme Manager	Provide overall Programme control and governance.	XXXX
Project Management Office	Supporting the programme and programme manager. Ensuring workstream plans are up to date. Risks and issues are captured correctly. Collating Status reports	XXXXX

3. Supplier Schedule

Delivery Location	Remote, or at client office on request
Effective Date	XXXXXX
Service Duration	XXXXXX
Charges	Monthly charge of accrued working days.
Expenses	Pre-Approved only
Invoice Frequency	Monthly (Last Banking day of a month)
Chargeable time	8hrs a day
Billable days	Working days are Monday to Friday. Unless otherwise agreed in writing
Cancellation Terms	20 business days on written submission or as mutually agreed

4. Rate card for roles

Programme management Roles	Charge rate (Exclusive of VAT at 20%)
Programme Manager	XXXXX
Senior Delivery Manager/Project Manager	XXXXX
Consultant/Project manager	XXXXX
Project Coordinator/PMO	XXXXX
Other roles as discusses	XXXXX