



## SPECIFICATION

1. The Services to be provided are:

Expert Services

2. The Fees are as listed on the Order Form (Reference:[OppID]).

3. The Service Provider shall provide the Services remotely from within the United Kingdom.

## BACKGROUND

The Client has requested that the Service Provider provide certain services to the Client.

The Service Provider has the skills, qualifications and expertise required to provide the required Services (as defined below) to the Client.

This Agreement is entered into between the parties for the supply of Services (as defined below) by the Service Provider to the Client as further detailed and set out in the Specification subject to the provisions of this Agreement.

The Service Provider and the Client agree to be bound by this Agreement in respect of the supply of the Services by the Service Provider to the Client.

The Client acknowledges that it has read this Agreement and understands and agrees to be bound by it.

IT IS AGREED:

## 1 DEFINITIONS

In this Agreement, the following words shall have the following meanings:

a) 'Services' means the specific services to be provided by the Service Provider as set out in this Agreement and the Specification

b) 'Fee(s)' means the sum to be calculated as set out in the Specification

c) 'Parties' means the Service Provider and the Client, and 'Party' shall mean either one of them;

d) 'Specification' means the terms and specifics set out in the section entitled Specification;

## 2 SERVICES

a) The Service Provider shall provide the Services to the Client in consideration for the Client paying the Fee to the Service Provider, subject to the provisions of this Agreement.

b) The Services shall be performed by such employees or agents that the Service Provider may choose as most appropriate to carry out the Services.

c) The Service Provider's Statement Of Work (SOW) represents the agreed and defined project work. If at any point the Client or the Service Provider identifies a desired change in the project, both parties should be made aware via email to agree that the change is understood and is defined in relation to the SOW. The Service Provider's consultant will then bring the change proposal to their line manager for review in order to check any implications on time and cost.

### 3 LOCATION

The Service Provider shall provide the Services in such places and locations as set out in the Specification.

### 4 FEES AND PAYMENTS

a) The Service Provider shall be entitled to invoice the Client once the Order Form is fully signed.

b) The payment of the Fees shall be made by the Client to the Service Provider [PaymentTerms] after issue.

c) The Service Provider is permitted to charge for all reasonable and necessary costs and expenses incurred in performing the Services, including but not limited to travelling, photocopying, courier services and postage, subject to prior agreement from the Client.

d) All amounts stated are exclusive of VAT and any other applicable taxes unless expressly stated otherwise.

e) If the Client does not make a payment by the seventh (7th) day after the due date stated in an invoice or as otherwise provided for in the Agreement, the Service Provider shall be entitled to:

i) charge interest on the outstanding amount at the rate of 5% per year above the Bank of England base rate accruing daily;

ii) require the Client to pay, in advance, for any Services (or any part of the Services) which have not yet been performed;

iii) suspend performance of the Services (or any part of the Services) until payment in full is received.

f) The Client acknowledges that all purchased time allocations will expire ninety (90) days after the order form is executed.

### 5 CLIENT'S OBLIGATIONS

a) During performance of the Services the Client will:

- i) cooperate with the Service Provider as the Service Provider reasonably requires;
- ii) provide the information and documentation that the Service Provider reasonably requires;
- iii) ensure that the Client's staff and agents cooperate with and assist the Service Provider;  
and
- iv) make available to the Service Provider such Facilities as the Service Provider reasonably requires.

b) 'Facilities' means sufficient licenses to all systems and platforms the Service Provider deems required in order to perform the Services in accordance with this agreement.

c) The Client will not charge for the Service Provider's use of the Facilities made available by the Client.

d) If the Client does not provide the Facilities that the Service Provider reasonably requires (and within the time period) to perform the Services, then any additional costs and expenses which are reasonably incurred by the Service Provider will be paid by the Client.

e) The Client understands that a consultant may be unavailable to work due to unforeseen circumstances such as sickness, in these instances the Service Provider will endeavour to backfill the absent consultant but it is not guaranteed a replacement will be readily available, the Service Provider will endeavour to keep any project disruption to a minimum in the event a replacement consultant is not available.

f) The Client accepts that any scheduled calls with the Service Provider must be attended or cancelled with sufficient (at least twelve (12) hours) notice, should a call not be attended and sufficient notice not provided to cancel the call then the time allocated to the call will be deducted from the Client's purchased allocation.

g) Upon completion of the project, the Service Provider's consultant will email the Client to inform them they are closing the project. Shortly after this the Client will receive an email to share feedback on the delivery of the project. Should the Client wish for the project not to be closed they must respond to the Service Provider's email within 5 working days.

## 6 CONFIDENTIALITY

a) Each Party ('Receiving Party') shall keep the confidential information of the other Party ('Supplying Party') confidential and secret. The Receiving Party shall only use the confidential information of the Supplying Party for the purpose of performing the Receiving Party's obligations under the Agreement. The Receiving Party shall be responsible for ensuring compliance of its officers, employees and agents of the Receiving Party's obligations under the provisions of this clause as appropriate.

b) 'Confidential Information' means all information relating to the Supplying Party which might fairly be considered to be of a confidential nature and includes, but is not limited to:

i) information of whatever nature, without limitation, which is obtained in any form by the Receiving Party from the Supplying Party or its advisers, or by observations during visits, or by demonstrations;

ii) information of whatever nature relating to the business activities, practices and finances of the Supplying Party ;

iii) any evaluation material, design work, strategic plans and ideas, innovations, creative plans, concepts and ideas and any other plans or ideas developed by the Supplying or on its behalf whether relating specifically to the Services or otherwise;

iv) any information derived from the information falling within (i), (ii) or (iii) above;

v) any copy of any of the foregoing; and

vi) the fact that discussions are taking place between the parties to this Agreement

but does not include information which is:

vii) publicly available, other than as a result of any breach of this Agreement; or

viii) lawfully available from a third party free from any confidentiality restriction; or

ix) provided by the Supplying Party and marked 'Non Confidential'; or

x) required by law or regulation to be disclosed, but to the absolute minimum necessary and provided that the Supplying Party is first consulted to establish whether and if so how far it is possible to prevent or restrict such enforced disclosure.

c) If there is any doubt as to whether any particular information constitutes Confidential Information written confirmation is to be obtained from the Supplying Party.

d) The obligations in this clause shall not apply to any information which:

i) was known or in the possession of the Receiving Party before it was provided to the Receiving Party by the Supplying Party;

ii) was developed by the Receiving Party (or on its behalf) who had no direct access to, or use or knowledge of the confidential information supplied by the Supplying Party; or

e) This clause shall survive termination of this Agreement.

## 7 COMPETITION

The Parties shall not:

i) use any Confidential Information directly or indirectly to procure a commercial advantage over the other Party or otherwise use any designs, ideas or concepts created by or belonging to the other Party without the express written consent of the other Party;

ii) throughout the duration of this Agreement, and for a period of 6 months from the end of this Agreement, solicit the clients or customers of the other Party to provide services or supply goods to them of the same or a similar type to those provided by the other Party;

iii) throughout the duration of this Agreement, and for a period of 6 months from the end of this Agreement, endeavour to entice away from the other Party or employ or offer to employ any person employed by the other Party and who was directly involved with the provision of the Services, whether or not the person would commit a breach of his or her contract of employment by being enticed or accepting employment with them.

## 8 WARRANTIES, LIABILITY AND INDEMNITIES

a) The Service Provider warrants that it will use reasonable care and skill in performing the Services.

b) Neither Party shall be liable to the other Party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other Party of an indirect or consequential nature, including without limitation any economic loss or other loss of turnover, profits, business or goodwill.

## 9 TERMINATION

a) Without prejudice to the other remedies or rights a Party may have, this Agreement may be terminated:

i) forthwith by either party if the other commits any material breach of any term of these Conditions and which (in the case of a breach capable of being remedied) shall not have been remedied within twenty one (21) days of a written request to remedy the same;

ii) forthwith by the Service Provider if the Client fails to make payment of any sums within 7 days of such sums falling overdue;

iii) forthwith by either party if the other shall become unable to pay its debts or otherwise suffer insolvency events;

iv) forthwith by the Service Provider upon notice to the Client in the event that the Client or its employees or agents shall engage in any conduct prejudicial to the business of the Service Provider or in the event that the Service Provider considers that a conflict or potential conflict of interest has arisen between the parties.

b) On termination of this Agreement, the Client shall pay for all Services provided up to the date of termination, and for all expenditure falling due for payment after the date of termination from commitments reasonably and necessarily incurred by the Service Provider for the performance of the Services prior to the date of termination.

c) Any termination of the Agreement pursuant to this clause shall be without prejudice to any other rights or remedies a party may be entitled to under the Agreement or at law and shall not affect any accrued rights or liabilities of either party nor the coming into or continuance in

force of any provision which is expressly or by implication intended to come into or continue in force on or after such termination.

## 10 GENERAL

### a) Force majeure

Neither Party shall have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which results from circumstances beyond the reasonable control of that Party. The Party affected by such circumstances shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than 6 months, either Party may terminate this Agreement by written notice to the other Party.

### b) Amendments

This Agreement may only be amended in writing signed by duly authorised representatives of the Parties.

### c) Assignment

Subject to the following sentence, neither Party may assign, delegate, sub-contract, mortgage, charge or otherwise transfer any or all of its rights and obligations under this Agreement, except to an established branch office, without the prior written agreement of the other Party. A Party may, however, assign and transfer all its rights and obligations under this Agreement to any person to which it transfers all of its business, provided that the assignee undertakes in writing to the other Party to be bound by the obligations of the assignor under this Agreement.

### d) Entire agreement

This Agreement contains the entire agreement between the Parties in respect of the provision of the specified Services and supersedes and replaces any prior written or oral agreements, representations or understandings between them relating to such subject matter. The Parties confirm that they have not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement. Nothing in this Agreement excludes liability for fraud.

### e) Waiver

No failure or delay by the Service Provider in exercising any right, power or privilege under this Agreement shall impair the same or operate as a waiver of the same nor shall any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

### f) Agency, partnership etc

This Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in this Agreement. Neither Party shall have, nor represents that it has any authority to make any commitments on the other Party's behalf.

g) Further assurance

Each Party to this Agreement shall at the request and expense of the other execute and do any deeds and other things reasonably necessary to carry out the provisions of this Agreement or to make it easier to enforce.

h) Severance

If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

i) Announcements

No Party shall issue or make any public announcement or disclose any information regarding this Agreement unless prior to such public announcement or disclosure it furnishes the other Party with a copy of such announcement or information and obtains the approval of the other Party to its terms. However, no Party shall be prohibited from issuing or making any such public announcement or disclosing such information if it is necessary to do so to comply with any applicable law or the regulations of a recognised stock exchange.

j) Interpretation

In this Agreement, unless the context otherwise requires:

- i) words importing any gender include every gender;
- ii) words importing the singular number include the plural number and vice versa;
- iii) words importing persons include firms, companies and corporations and vice versa;
- iv) references to numbered clauses and schedules are references to the relevant clause in or schedule to this Agreement;
- v) reference in any schedule to this Agreement to numbered paragraphs relate to the numbered paragraphs of that schedule;
- vi) any obligation on any Party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done;
- vii) the headings to the clauses, schedules and paragraphs of this Agreement are not to affect the interpretation;

viii) any reference to an enactment includes a reference to that enactment as amended or replaced from time to time and to any subordinate legislation or bye law made under that enactment;

ix) where the word 'including' is used in this Agreement, it shall be understood as meaning 'including without limitation'.

#### k) Notices

i) Any notice to be given under this Agreement shall be in writing and shall be delivered by pre-paid first class post or other next working day delivery service at its registered office or its principal place of business; or sent by email to the address specified in the Order Form.

ii) Notices sent as above shall be deemed to have been received: 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 sent by email, at 9.00 am on the next business day after transmission.

iii) In proving the giving of a notice it shall be sufficient to prove that the notice was left, or that the envelope containing the notice was properly addressed and posted, or that the applicable means of telecommunication was addressed and despatched and despatch of the transmission was confirmed and/or acknowledged as the case may be.

#### l) Law and jurisdiction

The validity, construction and performance of this Agreement shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

#### m) Third parties

For the purposes of the Agreements (Rights of Third Parties) Act 1999 and notwithstanding any other provision of this Agreement this Agreement is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

### 11 DATA PROTECTION AND GDPR

Dependant on if the Client is using the Service Providers systems or if the Service Provider will use the Clients existing systems, a Data Processing Agreement (DPA) or Controller to Controller Agreement may be requested by the Client and signed by both Parties.

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