



Avalie Digital

Where Security Meets Innovation



Consultancy Agreement

Avalie Digital Ltd

2026 v1.2



Prepared by
Avalie Digital Ltd

Prepared For
Client Name

THIS AGREEMENT is made on: **DATE**.

AGREEMENT NUMBER: **NUM**

BETWEEN:

1. Avalie Digital LTD, a company registered in England and Wales under number 15289591, with its registered address at 49 Knockholt Road, Margate, Kent, CT93HL (**"the Consultancy"**)
2. **CLIENT NAME**, of **CLIENT ADDRESS** (**"the Client"**)

WHEREAS:

- A. The Consultancy provides professional consultancy services as described in the attached Contract Schedule ("the Schedule").
- B. The Client wishes to engage the Consultancy to provide these services on the terms and conditions set out in this Agreement.

IT IS AGREED AS FOLLOWS:

1. INTERPRETATION AND DEFINITIONS

- 1.1. Unless otherwise stated, singular terms include the plural and vice versa.
- 1.2. Headings are for reference only and do not affect interpretation.
- 1.3. "Client" means the entity identified in the Schedule, including any subsidiaries or associated companies under the Companies Act 2006
- 1.4. "The Consultant" is Avalie Digital LTD and any authorised subcontractor.

2. PROVISION OF SERVICES

- 2.1. The Consultancy will provide the Consultancy Services as detailed in the Schedule, performed by qualified Consultancy staff.
- 2.2. The Consultancy may, at its discretion, engage substitutes to perform the Services, provided that such substitute possesses equivalent skills, qualifications, and security clearance. The Client acknowledges that it has the right to reject a substitute only on reasonable grounds related to technical capability or security compliance. The Consultancy shall remain responsible for the substitute's work and for payment of the substitute's remuneration.
- 2.3. The Client may terminate the Agreement if the Consultancy cannot provide acceptable staff.
- 2.4. The Schedule will specify the Client, fees, disbursements, and other relevant information.
- 2.5. The Consultancy may provide services to other clients during this Agreement, provided it does not affect their obligations to the Client.

3. THE CONTRACT

- 3.1. This Agreement constitutes the entire contract between the Client and the Consultancy for the provision of Consultancy Services.
- 3.2. Additional services require mutual agreement and may incur additional fees as specified in the Schedule.

- 3.3. Amendments to this Agreement must be in writing and approved by both parties, except for changes necessary to comply with safety or legal requirements.

4. FORMAL CHANGE CONTROL

- 4.1. Request for Change: Either party may propose changes to the scope of services, deliverables, or any other aspect of this Agreement by submitting a written "Request for Change" to the other party. The Request for Change shall include a description of the proposed change and the reasons for it.
- 4.2. Assessment of Change: Upon receipt of a Request for Change, the Consultancy shall, within a reasonable timeframe, assess the impact of the proposed change on the project's scope, timelines, costs, and resources. The Consultancy will then provide the Client with a written "Change Proposal" detailing:
- A description of the proposed change.
 - Any adjustments to the project timeline.
 - Any revisions to the project costs.
 - Any other impact on the Agreement.
- 4.3. Approval of Change: The Client shall review the Change Proposal and, if acceptable, provide written approval. No proposed change shall be implemented until both parties have formally approved the Change Proposal in writing.
- 4.4. Implementation of Change: Once approved, the Change Proposal shall become an amendment to this Agreement, and the Consultancy shall proceed with implementing the agreed-upon changes in accordance with the revised terms.
- 4.5. Urgent Changes: Notwithstanding the above, changes necessary to comply with safety or legal requirements may be implemented without prior written approval, provided that the implementing party notifies the other party in writing as soon as reasonably practicable thereafter.

5. CONSULTANCY'S OBLIGATIONS AND WARRANTIES

- 5.1. The Consultancy warrants that it will not breach any obligations to third parties by entering or performing this Agreement.
- 5.2. The Consultancy warrants that its personnel will perform the Consultancy Services with reasonable skill, care, and adherence to agreed timelines.
- 5.3. The Consultancy warrants that any deliverables will be free from material defects and will conform to the specifications set out in the Schedule. The Consultancy shall rectify any defects in the Consultancy Services at its own cost.
- 5.4. The Consultancy's personnel will possess the necessary skills and qualifications to perform the Consultancy Services. Any required training is at the Consultancy's expense.
- 5.5. The Consultancy and its personnel will avoid conduct detrimental to the Client's interests and comply with applicable laws, regulations, and the Client's essential health, safety, and security procedures.
- 5.6. All personnel from the Consultancy who require access to the Client's IT systems must complete the Client's IT User Agreement prior to being granted access.

6. CLIENT OBLIGATIONS

- 6.1. Fee Payment: The Client is responsible for paying all agreed-upon fees as outlined in clause 9 of this agreement.

- 6.2. Information Provision: The Client must provide the Consultancy with adequate information within the timelines specified in the schedule, enabling the effective delivery of Consultancy Services.
- 6.3. Health and Safety: The Client shall promptly communicate any relevant health and safety information that may impact the Consultancy's staff.
- 6.4. Access: The Client will provide the Consultancy with reasonable access to its facilities, systems, and personnel as required for the performance of the Consultancy Services.

7. METHOD OF PERFORMANCE

- 7.1. The Consultancy's personnel will use professional judgment in delivering services while cooperating with the Client's reasonable instructions.
- 7.2. The Consultancy will determine the work hours necessary for the proper performance of the Consultancy Services.
- 7.3. The parties are independent entities. This agreement does not create a partnership, joint venture, or employment relationship.
- 7.4. The Consultancy is not liable for delays caused by parties outside of its control.
- 7.5. The Consultancy may work from locations it deems appropriate. The Client will provide access to its facilities if this is required.

8. INVOICING AND PAYMENT

- 8.1. The Consultancy shall submit invoices to the Client on a monthly basis. The invoice must include the Consultancy's name, registration number, VAT details and a breakdown of work performed.
- 8.2. Each invoice must quote a valid Purchase Order (PO) number provided by the Client.
- 8.3. The Client shall pay each invoice within 30 days of the date of the invoice.
- 8.4. The Client has the right to verify the work performed before payment is due.
- 8.5. If payment is not received by the due date, the Consultancy reserves the right to charge interest on overdue invoices in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, accruing daily from the due date until full payment is received.
- 8.6. 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).

9. FEES

- 9.1. The Client will pay the Consultancy the agreed-upon fees, as specified in the Schedule within the agreed timeline, plus VAT (if applicable), upon verification of the Consultancy Services.
- 9.2. The Consultancy is responsible for all income tax, National Insurance contributions, and other deductions related to its staff and services.
- 9.3. If the Consultancy cannot provide services for any reason within a specified period, no fees will be due for that period.
- 9.4. The Consultancy may suspend services for up to 20 days per year per staff member (or pro-rata for shorter contracts) in accordance with the Working Time Regulations 1998 or other applicable laws. The Consultancy remains responsible for paying its staff during these periods.

10. TERM AND TERMINATION

- 10.1. This Agreement commences as per the Schedule and continues until the Consultancy Services are completed to the Client's reasonable satisfaction and or the termination date specified in the schedule is reached.
- 10.2. Either party may terminate the Agreement with the notice period specified in the Contract Schedule
- 10.3. Either party may terminate the Agreement immediately without notice for the following reasons:
 - The other party commits a serious or persistent breach of its obligations under this Agreement.
 - The other party becomes insolvent, is dissolved, or is subject to a winding-up petition.
 - The other party engages in fraud, dishonesty, or serious misconduct.
- 10.4. Either party may terminate the Agreement immediately by giving written notice to the other party if:
 - The other party fails to make a due payment within 7 days of written notice.
 - The other party commits a material, irremediable breach, or fails to remedy a remediable breach within 7 days of written notice.
 - The other party's conduct indicates an inability or unwillingness to fulfil the terms of the Agreement.
 - The other party experiences financial difficulties, insolvency, or similar events (detailed list referencing applicable legislation) before payment is due.

Upon termination, neither party must offer or accept further work.

11. INTELLECTUAL PROPERTY (IP)

- 11.1. Background IP: Each party shall retain ownership of all intellectual property rights that existed prior to this agreement or were developed independently of it ("Background IP").
- 11.2. Definitions:
 - "Software" refers to any and all web applications or software developed by the Consultancy, including but not limited to its source code, object code, architecture, and related technical documentation.
 - "Client Materials" refers to all other documents, plans, reports, designs, specifications, and other materials created by the Consultancy specifically for the Client under this agreement, expressly excluding the Software.
- 11.3. Ownership of Software: The Consultancy shall at all times retain full ownership, title, and all intellectual property rights in and to the Software. Nothing in this agreement shall be construed as a transfer of ownership of the Software to the Client.
- 11.4. Ownership of Client Materials: Upon receipt of full and final payment by the Consultancy for the services rendered, all intellectual property rights in the Client Materials shall be irrevocably assigned to and shall vest exclusively with the Client.
- 11.5. Software Licence: In consideration of the fees paid, and effective upon receipt of full and final payment, the Consultancy grants the Client a perpetual, worldwide, royalty-free, non-exclusive licence to use, copy, modify, and maintain the Software for its internal business purposes. This licence does not permit the Client to sell, sub-licence, or otherwise commercially distribute the Software to third parties.
- 11.6. The Consultancy shall:
 - Maintain the confidentiality of all Client Materials and project-related information.

- Deliver all Client Materials to the Client upon request or at the end of the engagement.
 - Not register or attempt to register any IP rights in the Client Materials unless instructed by the Client.
 - Provide reasonable assistance to the Client, at the Client's expense, to secure and defend the IP rights in the Client Materials.
- 11.7. The Consultancy warrants that:
- They are the legal owner of the Software and have the right to grant the licence described herein.
 - To the best of their knowledge, the Client's use of the Software and the Client Materials in accordance with this agreement will not infringe on any third-party intellectual property rights.
 - They have not and will not grant any third-party rights to the Software that would conflict with the rights granted to the Client under this agreement.
- 11.8. The Consultancy, on behalf of its employees and contractors, hereby waives any and all moral rights in the Client Materials.
- 11.9. The Consultancy agrees that, other than the fees specified in this agreement, it is not entitled to any further compensation for its cooperation in upholding these intellectual property provisions.

12. CONFIDENTIALITY

- 12.1. Obligations: The Consultancy, its staff, and subcontractors shall not disclose or use the Client's trade secrets or confidential information during or after the engagement unless expressly authorised by the Client.
- 12.2. Return of Materials: Upon termination, the Consultancy shall return all Client materials to the Client.
- 12.3. Copying: The Consultancy shall not copy Client materials except as necessary for the performance of their duties. Any such copies belong to the Client and would need to be handed back to the client.

13. FREEDOM OF INFORMATION (FOIA)

- 13.1. The Consultancy acknowledges that the Client is subject to the requirements of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIR).
- 13.2. The Consultancy shall assist and cooperate with the Client to enable the Client to comply with its information disclosure obligations.
- 13.3. The Consultancy shall: (a) Transfer to the Client all Requests for Information that it receives as soon as practicable and in any event within two working days of receiving a Request for Information; (b) Provide the Client with a copy of all Information in its possession, or power in the form that the Client requires within five working days (or such other period as the Client may specify) of the Client's request.
- 13.4. The Client shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Agreement or any other agreement whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA or the EIR.

14. DATA PROTECTION AND SECURITY

- 14.1. Both parties shall comply with all applicable data protection legislation, including the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.
- 14.2. Where the Consultancy processes Personal Data on behalf of the Client, the parties agree that the Client is the Data Controller, and the Consultancy is the Data Processor. The scope, nature, and purpose of processing will be detailed in the Schedule.

- 14.3. The Consultancy shall not transfer any of the Client's Personal Data from the Client's network or storage systems without prior written agreement from the Client. Any such transfer must be subject to a formal risk assessment and the implementation of adequate security measures agreed upon by both parties.
- 14.4. Consent: The Consultancy consents to the Client collecting, processing, and storing their data for legal, personnel, administrative, and management purposes.
- 14.5. Consent: If required, the consultancy may collect, process, and store the client's data for legal, personnel, administrative, and management purposes abiding by GDPR Regulations.
- 14.6. The Consultancy warrants that computer equipment and software used for the engagement have up-to-date malware protection and meet industry security standards

15. LIABILITY AND INDEMNIFICATION

- 15.1. The Consultancy is liable for losses, damages, or injuries resulting from their acts, omissions, or those of their staff or subcontractors and shall indemnify the Client against such losses.
- 15.2. Insurance: The Consultancy shall maintain at all times adequate insurance to cover its potential liabilities under this Agreement, with the following minimum levels of cover:
 - a) Public Liability Insurance: £5,000,000 per claim.
 - b) Employers' Liability Insurance: £10,000,000 per claim.
 - c) Professional Indemnity Insurance: £5,000,000 per claim.
- 15.3. Limitation of Liability: The total aggregate liability of the Consultancy to the Client for all claims arising under or in connection with this Agreement (whether in contract, tort (including negligence), breach of statutory duty, or otherwise) shall be limited to 125% of the total Fees paid or payable by the Client under this Agreement in the 12 months preceding the date the claim arose.
- 15.4. Nothing in this Agreement shall exclude or limit the Consultancy's liability for death or personal injury caused by its negligence, or for fraud.
- 15.5. Agency Worker Regulations: The Consultancy confirms that the staff provided are not Agency Workers under the Agency Worker Regulations 2010 and shall indemnify the Client against any claims arising under those regulations.

16. CLIENT POLICIES

- 16.1. The Consultancy shall comply with the Client's policies, including but not limited to those on social media use, anti-harassment, and substance misuse.
- 16.2. Safeguarding: The Consultancy agrees to read, understand, and comply with the Client's Safeguarding Policy, a copy of which will be provided by the Client. The Consultancy shall ensure that all its personnel and subcontractors involved in the provision of services also adhere to this policy.

17. CONFLICT OF INTEREST

- 17.1. Each party warrants that it has no existing business or personal interests that conflict with the services to be provided under this Agreement.
- 17.2. Both parties agree to promptly disclose to the other any potential or actual conflict of interest that may arise during the Term of this Agreement.

18. RELATIONSHIP BETWEEN PARTIES

- 18.1. Independent Contractor Status: The Consultancy, its staff, and subcontractors are independent contractors, not employees of the Client. The Consultancy is responsible for all legal and statutory obligations related to its staff.
- 18.2. National Minimum Wage: The Consultancy is responsible for complying with the National Minimum Wage Act 1998.
- 18.3. No Mutuality of Obligation: Neither party is obligated to offer or accept work.

19. NOTICES

- 19.1. All-important notices must be delivered in writing to the recipient's registered office or official email address. You can deliver them by hand, send them by regular first-class mail with prepaid postage or email them. The notice is considered delivered when:
 - Given directly to the recipient (hand delivery).
 - Two business days after it's mailed (first-class prepaid post).
 - Immediately upon sending, if the email is successfully transmitted.

20. ANTI-BRIBERY AND ANTI-CORRUPTION

- 20.1. Compliance: The Consultancy shall comply with all applicable anti-bribery and anti-corruption laws, including the Bribery Act 2010, and the Client's Anti-Bribery Policy.
- 20.2. Policies and Procedures: The Consultancy shall maintain its policies and procedures to ensure compliance with the Bribery Act 2010 and other relevant requirements.
- 20.3. Reporting: The Consultancy shall promptly report any requests for undue financial or other advantages to the Client.
- 20.4. Responsibility for Associates: The Consultancy shall ensure that all persons associated with them comply with this clause.
- 20.5. Modern Slavery: The Consultancy warrants that it conducts its business in a manner that is consistent with the Modern Slavery Act 2015. The Consultancy warrants that neither it nor any of its officers, employees, or other persons associated with it: (a) has been convicted of any offence involving slavery and human trafficking; and (b) having made reasonable enquiries, to the best of its knowledge, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.

21. GOVERNING LAW AND JURISDICTION

- 21.1. This Agreement shall be governed by and construed in accordance with the laws of England & Wales. Any disputes shall be subject to the exclusive jurisdiction of the Courts of England & Wales
- 21.2. In the event of any dispute arising out of or in connection with this Agreement, the parties shall first attempt to resolve the matter through good faith negotiations between their respective senior management. If the dispute is not resolved within 30 days of one party notifying the other of the dispute, the parties shall attempt to resolve the dispute through mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed by the parties, the mediator shall be nominated by CEDR. The costs of the mediation shall be borne equally by the parties.

- 21.3. If the dispute is not resolved through negotiation or mediation within 60 days of the commencement of mediation, or if either party fails to participate in the mediation, then the dispute shall be subject to the exclusive jurisdiction of the Courts of England & Wales.

22. ILLEGALITY

- 22.1. If any provision of this Agreement is deemed illegal, invalid, or unenforceable, that provision shall be severed from the Agreement. The remaining provisions shall remain in full effect. If the severance significantly alters the commercial basis of the Agreement, the parties shall negotiate in good faith to amend the Agreement, as necessary.

23. ENTIRE AGREEMENT

- 23.1. This Agreement represents the complete and final understanding between the parties. It replaces all prior agreements, discussions, or representations, whether written or verbal, related to its subject matter.
- 23.2. Each party acknowledges that they do not rely on statements, representations, or warranties not expressly included in this Agreement.
- 23.3. Neither party shall have claims for innocent or negligent misrepresentation based on statements within this Agreement.
- 23.4. This clause does not limit liability for fraudulent actions.

24. VARIATIONS (AMENDMENTS)

- 24.1. Any changes to this Agreement must be in writing and signed by both parties or their authorised representatives.

25. COUNTERPARTS

- 25.1. This Agreement may be signed in multiple copies (counterparts). Each signed copy will be considered an original, and all copies together form the complete Agreement.

26. THIRD-PARTY RIGHTS

- 26.1. Unless explicitly stated elsewhere in this Agreement, individuals or entities who are not party to this Agreement do not have the right to enforce its terms under the Contracts (Rights of Third Parties) Act 1999. This does not affect any pre-existing rights or remedies available outside of that Act.
- 26.2. The rights of the parties to end, change, or settle this Agreement do not require the consent of any third parties.

27. FORCE MAJEURE

- 27.1. Neither party shall be held liable for breaches of this Agreement caused by events beyond their reasonable control, including, but not limited to, acts of God, war, fire, flood, explosion, epidemics, pandemics, and government-imposed restrictions, or other natural disasters.

28. SIGNATURES

For and on behalf of Avalie Digital LTD Name: Position: Dated: Signed: _____	For and on behalf of CLIENT A Name: Position: Dated: Signed: _____	For and on behalf of CLIENT B Name: Position: Dated: Signed: _____
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Let's Work Together



Mail

Info@avalie.co.uk



Website

www.avalie.co.uk