PROJECT SCHEDULE

To the

Project Consultancy Services Agreement dated xxxxxxxxxxxxxxxxxx

BETWEEN

Tile Hill Interim & Executive Ltd Limited (registered company no.10484468) of
York House, 221 Pentonville Road, London N1 9UZ
(the "**Company**")

AND

Client Name and address
(the "**Client**")

Project Services	**Project Schedule** Please provide an overview of the services and details of each milestone and projected completion dates: Milestone 1 Milestone 2 Milestone 3 Milestone 4 Milestone 5 Milestone 6
Project Fees	 Milestone 1 - £ + VAT – Completion Date Milestone 2 - £ + VAT - Completion Date Milestone 3 - £ + VAT - Completion Date Milestone 4 - £ + VAT - Completion Date Milestone 5 - £ + VAT - Completion Date Milestone 6 - £ + VAT – Completion Date **Total Fees:** £ + VAT

End Client	If different to Client
Project Address	Remote working or on site as required by the Client

Project Start Date	
Project End Date	
Notice Period to Terminate Project	
Personnel	Name of Contractor and Limited Company Details
Tile Hill Consultant	Name of Tile Hill Consultant Email Address Mobile Number
Date of Project Schedule	

Master Project Consultancy Services Agreement

Dated: the xx day of xxxxx 202 **(**the **"Agreement Date")**

Between:

(1) Tile Hill Interim & Executive Search Limited, (a company incorporated in England & Wales under No. 10484468) whose registered office is at York House, 221 Pentonville Road, London, N1 9UZ (the "**Company**"); and

(2) (the "**Client**").

Each a "**Party**" and together the "**Parties**"

WHEREAS

(A) The Company carries on the business of providing Project Services.
(B) The Client requires Project Services.
(C) The Company has agreed with the Client to provide the Project Services in the attached Project Schedule, subject to the terms and conditions of this Master Project Consultancy Services Agreement.

It is agreed as follows: -

1 The Agreement

1.1 In this Master Project Consultancy Services Agreement (the "**Agreement**") the following definitions apply, unless the context otherwise requires:

Confidential Information	information that either Party discloses to the other Party or that the other Party otherwise acquires pursuant to the Agreement, that is marked "Confidential," "Proprietary" or bears a similar marking or which the disclosing Party states in writing at the time of transmittal to, or receipt by, the receiving Party; if disclosed orally, is identified as such in writing at the time of disclosure or within 10 days after an oral disclosure; is valuable to the disclosing Party, the subject of reasonable efforts by the disclosing Party to maintain its confidentiality, and is not generally disclosed to persons not employed or otherwise engaged by the disclosing Party; or is of a nature, due to the information or the circumstances surrounding its disclosure or acquisition, that the receiving Party reasonably should have known to be confidential; including any other component of the Project;
Expenses	expenses or charges incurred by the Company in connection with the delivery of the Project which will be reimbursed by the Client, specified in the Project Schedule, including but not limited to bank charges, travel costs, lodgings, meals, ground transport, incidentals, materials, computer costs, telephone, copying, and delivery;
Fee	the fee for the Project Services to be paid by the Client to the Company, specified in the Project Schedule;
Intellectual Property	all intellectual property, including but not limited to, all materials, documentation, manuals, guidelines, business processes, methodologies, software, tools, patents, registered designs, trademarks and service marks (whether registered or not), copyright, database rights, inventions, designs, drawings, performances, computer programs, confidential information, business names, or other items, and all modifications thereof;
Milestones	any work related milestone required to deliver the Project, specified in the Project Schedule;
Personnel	any employees, consultants, contractors, sub-contractors, or agents of either Party, including an Umbrella Company;
Project	the project to be delivered by the Company through the Project Services;
Project Schedule	the attached schedule detailing the Project to be delivered by the Company;
Project Services	the Project Services to be provided by the Company to deliver the Project, specified in the Project Schedule;
Umbrella Company	a business which Engages Personnel and through which Personnel provide their Services, and a type of Personnel where the context requires;
Working Day	a day other than a Saturday or Sunday on which banks are open for business generally in London, United Kingdom.

1.2 In the Agreement:

1.2.1 unless the context otherwise requires, references to the singular include the plural and vice versa;

1.2.2 a reference to a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time including all instruments, orders or regulations made under or deriving validity from a statute or provision;

1.2.3 the headings contained in the Agreement are for convenience only and do not affect their interpretation;

1.2.4 all agreements on the part of any of the Parties to the Agreement which comprise more than one person or entity will be joint and several;

1.2.5 "**in writing**" will include by email or other similar means.

1.3 The Agreement constitutes the entire agreement between the Parties and will prevail over any terms of business or purchase conditions (or similar) proposed by the Client, over all previous terms of business issued or agreed by the Consultancy, and supersedes and replaces all previous agreements or understandings between the Parties.

1.4 The Parties agree that by entering into the Agreement they are not relying on any representation, warranty, pre-contractual statement, or other provision except as expressly provided in the Agreement.

1.5 Without limiting the generality of the foregoing, neither Party will have any remedy in respect of any untrue statement made to them upon which they may have relied in entering into the Agreement, and a Party's only remedy will be for breach of contract.

1.6 If any term in the Agreement conflicts with any term in a Project Schedule, the Project Schedule will take precedence.

1.7 If unsigned the Agreement will be deemed to be accepted by the Client on the date on which the Company commences delivery of the Project.

1.8 No variation or alteration to the Agreement will be valid unless the details of such variation are agreed between a Director of the Consultancy and the Client and set out in writing, and a copy of the varied terms given to the Client stating the date on or after which such varied terms will apply.

1.9 The Agreement is a master agreement and is intended by the Parties to govern each and any future Project Schedule.

2. The Company's Obligations

2.1 In consideration of the payment of the Project Fees by the Client to the Company, the Company undertakes to provide the Project Services subject to the terms of the Agreement.

2.2 The Company undertakes that it will provide the Project Services to such high level of professional industry standards to be expected at all times, and devote such time, attention, skill and ability to the provision of the Project Services as the Client may require.

2.3 The Company will be responsible for and exercise its own control over how the Project Services are to be provided, where they are to be provided, and will have complete flexibility as to hours during which they are provided.

2.4 The Company recognises that the Client has a right to review of the progress of the Project Services and will use all reasonable endeavours to discuss and agree with the Client the allocation and execution of the Project Services as necessary.

2.5 The Company will take all necessary steps to comply with any Milestones or other targets for progress, delivery or completion of any task specified in the Project Schedule.

2.6 If any of the Project Services have not been provided by a Milestone date specified in the Project Schedule, the Company will use its reasonable endeavours to provide the Project Services as soon as reasonably possible. The Company will not be entitled to any increase in the Project Fees as a result of extra time spent to provide the Project Services, except by means of the Change Order procedure set out below.

2.7 On all occasions that the Company provides the Personnel to work on any Client site from time to time, the Company will ensure that the Personnel will observe Health and Safety regulations and will comply with all reasonable requests made by the Client in relation to data protection, working hours or security.

2.8 Whilst the Company has the right, at its own expense, to substitute or utilise additional or alternative Personnel to perform the Project Services as it deems fit, it will take all reasonable steps to avoid any unplanned changes. If any of its Personnel are substituted, the Company will provide wherever possible, at its own expense, an overlap period for such substitutes.

2.9 The Company will be and will remain at all times responsible for paying its Personnel.

2.10 The Company will be and will remain at all times responsible for the acts or omissions of its Personnel.

2.11 The Company will provide at its own cost all such equipment necessary to deliver the Project, save for the materials, technical data, equipment (including hardware and software), information, and other resources which will be provided by the Client, specified in the Project Schedule.

2.12 The Client agrees that the Company is in business on its own account and that it will be entitled to provide Project Services to any third party during the term of the Agreement, provided that this in no way compromises or is to the detriment to the delivery of the Project.

2.13 Notwithstanding clause 2.12 above the Company warrants to the Client that by entering into and performing its obligations under the Agreement it will not thereby be in breach of any obligation which it owes to any third party.

3. Change Orders

3.1 Due to the nature of the Project Services the Parties accept that it may be necessary to agree to alter or adapt the Milestones; and that any additional works required may not be included in the Project Fees. In such event, the Parties accept that:

3.1.1 Any changes or additions to any Milestones and/or the Project Services will only be valid if agreed in writing by the Parties and recorded in a change order (a "**Change Order**"). The Company is not obliged to perform any additional Project Services unless it becomes the subject of a Change Order.

3.1.2 The Project Fees may be revised in the light of any Change Orders. The Company will inform the Client of any proposed changes to the Project Fees in writing. Such changes will not be valid until accepted in writing by the Client.

4 Term and Termination

4.1 The Agreement will commence on the Agreement Date and will remain in force unless or until it is terminated in accordance with this clause 4.

4.2 Each Project Schedule will commence on the Project Start Date and will remain in force until the Project End Date, both of which will be specified therein, unless terminated in accordance with this clause 4.

4.3 Either Party may terminate a Project by giving the notice period specified in the Project Schedule.

4.4 Either Party may terminate the Agreement without cause by giving no less than 3 months' written notice to the other Party.

4.5 Either Party may terminate the Agreement immediately in the event that the other Party suffers or threatens to suffer any form of insolvency, administration or cease or threaten to cease to carry on business.

4.6 If a Project has an End Date after the date on which the Agreement terminates, the Project will terminate on the same date as the Agreement; and the Client will be liable to immediately pay the Company for the Project Services provided up to the date of termination and any Expenses calculated on a time/cost basis.

5. Payments and Invoicing

5.1 The Company will submit invoices for its Fee at the Milestones specified in the Project Fees section of the Project Schedule (each a "**Milestone Payment**"), provided that the Client has given its written confirmation that the Project Services have been provided in order to render the Milestone Payment due and payable.

5.2 The Client agrees that written confirmation of a Milestone given in accordance with clause 5.1 above represents full and final acceptance of the Project Services which may not be withdrawn, and that it authorises the Company to submit an invoice for payment.

5.3 The Client will not unreasonably withhold or delay giving written confirmation in accordance with clause 5.1 above. If it is dissatisfied with the Project Services delivered the Client will notify the Company promptly and the Company will promptly correct any defective Project Services to the Client's satisfaction at the Company's own cost.

5.4 If so agreed in the Project Schedule, the Company will submit an invoice for a balancing payment upon completion of the Project Services. Such invoice will be supported by written confirmation of final acceptance of the Project Services by the Client, notwithstanding that completion may occur at an earlier time than originally envisaged by the Parties.

5.5 The Client will pay all invoices within 14 days. In the event of non-payment of the Company's invoices within such time frame, or in the event of any unreasonable withholding or delay of written confirmation of acceptance of Milestones achieved to enable Milestone Payments to be made, the Company will be entitled to temporarily suspend provision of the Project Services, until such time that the relevant invoice has been settled by the Client, or written confirmation duly received from the Client.

5.6 The Client will make payments to the Company using bank transfer. The Company will ensure that the relevant banking details have been advised to the Client as soon as possible, and in any event prior to the date of the first scheduled payment.

5.7 All sums payable by the Client will be exclusive of Value Added Tax which will be charged by the Company (where applicable) in

addition, at the rate in effect on the date of the invoice.

5.8 The Company will invoice the Client for Expenses separately to the Project Services. The Client will only reimburse Expenses reasonably incurred by the Company in the course of performing the Project Services if such claim is supported by all valid receipts and documentation, together with the Client's written authorisation to incur those Expenses.

5.9 The Company will be entitled to charge interest, compensation and reasonable debt recovery costs on all overdue accounts as set down in the Late Payment of Commercial Debts (Interest) Act 1998.

6. Confidentiality

6.1 Both Parties will take all necessary steps to ensure that any documents, materials, data, or other information supplied to the other Party for the provision of the Project Services which are either clearly marked as confidential or are clearly confidential from the surrounding circumstances, remain confidential to the disclosing Party. Such information will only be made available by the Parties to those Personnel who have a reasonable need to know of it and the documents or other materials and data or other information or copies thereof will not be made available to any third parties.

6.2 This Clause 6 will not apply to any documents or other materials and data or other information which are already in the public domain at the time when they are provided by the disclosing Party and will cease to apply where either Party is required by law to make a disclosure, or if at any time the information becomes public knowledge through no fault of the other Party.

6.3 Both Parties undertake that any information which is received from the other Party in the provision of the Project Services, will be used solely for the purposes of the Agreement.

6.4 If required to do so by the Client the Company will, and will procure that the Personnel will, sign any undertakings in respect of the Client's confidentiality requirements.

6.5 These obligations of confidentiality will remain in force beyond the termination of the Agreement.

7 Intellectual Property

7.1 All rights in Intellectual Property ("**IP Rights**") created in materials generated by the Company during the course of the Project Services will remain the property of the Company until such point that payment is made to the Company in respect of the materials generated during the relevant phase of the Project Services, at which point full IP Rights ownership passes to the Client.

7.2 The Company warrants to the Client that no documents, material, data, information, devices or processes will be provided by the Company for use in the Project Services which infringe any third-party IP Rights.

7.3 The Company undertakes to indemnify the Client against all loss and damage sustained or incurred as a result of the Company's breach of the warranty contained in Clause 7.2 above.

8 Relationship of the Parties

8.1 The Parties agree that the legal relationship created by the Agreement is one of the provisions of freelance independent specialist services. Under no circumstances will the Company, nor any of its Personnel, represent themselves as a servants or employees of Client.

8.2 At the termination of the Agreement, the Client will be under no obligation whatsoever to offer further projects to the Company; and the Company will be under no obligation whatsoever to accept any further projects, if offered.

8.3 The Client agrees that the Company is entitled to seek, apply for, and accept projects with other parties at any time, whether before, during or after the Agreement.

9. Indemnity and Insurance

9.1 Subject to Clauses 9.2 and 9.3 below, the Company will indemnify the Client against all claims, costs, damages, loss or liability arising directly from:

9.1.1 the performance or non-performance by the Company of its obligations under the Agreement;

9.1.2 any breach of the terms of the Agreement;

9.1.3 any negligent or unlawful act or omission of the Company relating to the performance of the Project Services;

9.1.4 any Personnel being deemed to be an employee or worker of the Client;

9.1.5 any claim for income tax or National Insurance Contributions, including interest penalties, incurred in connection with the Company's Personnel which may at any time be levied, demanded, or assessed against the Client by HMRC or other statutory authority in connection with a Project.

9.2 With the exception of any loss or damage sustained or incurred by the Client in respect of (a) death or personal injury caused by the Company's negligence; or (b) fraud on the part of the Company, the Company's liability hereunder will be limited in aggregate to the sum of £250,000.

9.3 Under no circumstances will the Company be liable for any loss of profit, loss of revenue, loss of business, loss of contract, loss of goodwill, loss of anticipated savings, or for any category of consequential, special or indirect loss, howsoever incurred.

9.4 The Company will insure with a reputable insurance company against all loss or damage arising under this clause 9, including employees' liability, public liability and professional negligence.

9.5 Nothing in the Agreement purports to exclude liability for any fraudulent statement or act.

10. Non-solicitation

During the Agreement and for a period of 6 months thereafter, both Parties undertake not to induce or attempt to induce any of the other Party's Personnel with whom they have come into contact as a result of the Agreement, to leave the other Party's employment. Breach of this clause 10 will render the Party in breach to make a payment to the innocent Party of a sum equivalent to 30% of the gross annual remuneration of the Personnel so induced.

11 General

11.1 If either Party fails or delays to exercise any right or remedy, or part of a right or remedy under the Agreement, it will not waive that right or remedy or the further exercise of that right or remedy, or the exercise of any other right or remedy, against the other Party.

11.2 If any restriction or other provision of the Agreement is declared by any Court to be unenforceable, such part will be severed from the Agreement and the remaining parts of the Agreement will remain in full force and effect.

11.3 The Agreement may be suspended or terminated forthwith if either party is unable to commence, continue or completely perform its obligations hereunder by reason whether in the United Kingdom or elsewhere, of force majeure including, without limitation, fire, flood, aircraft damage, explosion, electrical failure, strikes, lock-outs, riots, civil commotion or state of national emergency, Government action or any cause whatsoever (whether or not of a similar nature to the foregoing) which is not within that party's control, provided that notice is promptly given to the other party of suspension or termination and stating the event relied upon.

11.4 Except as specifically provided by the clauses herein, this Agreement does not create any right or benefit enforceable by any third party.

11.5 Any notice required to be given hereunder will be sent in writing. Notice served by post will be sent to the Party to whom it is addressed at their last known address or place of business and will be deemed to be served on the day following or if that day be a Sunday the second day following that upon which it will be shown to have been posted. Notice served by e-mail will be sent to the Party to whom it is addressed at their last known e-mail address rand will be deemed to be served on the same day unless it can be shown that the e-mail transmission did not successfully reach its intended destination.

11.6 The Company warrants that any Personnel who deliver the Project Services under the Agreement are entitled to live and work in the United Kingdom or such country in which the Project Services are performed and will produce proof of such entitlement upon Client's reasonable request.

11.7 The Agreement will be governed and construed in accordance with English Law. Both parties agree that the Courts of England and Wales are to have exclusive jurisdiction to settle any disputes which may arise in connection with this Agreement.

_____

Signed for and on behalf of the Company

_____

[print name here]

_____

Date

_____

***Signed for and* on behalf of the Client**

_____

[print name here]

_____

Date