**REF:** 000 - 0001

Master Professional Services Agreement

# The Strategy & Architecture Group

(‘The S&A Group’)

and

# client

(‘The Client‘)

Agreement Start Date

tbc

*Initial Release*

*The Strategy & Architecture Group (“The S&A” Group) delivers Consulting, Training, Resourcing, Managed Services and Industry Solutions within Business and Technology. This Master Professional Services Agreement is an amalgamated service contract which installs the framework for the purchase of any S&A services without imposing on The Client any obligation to purchase such services.*

**CONTRACTING PARTIES**

The parties to this contract are:

a) The **Strategy and Architecture Group** (hereafter '**The S&A Group**'), a limited company registered in the United Kingdom with the company number 07244880 which is headquartered at L2, New Bridge House, 30-34 New Bridge St, London, England, EC4V 6BJ.

**b)** (hereafter **'The Client'**), a a limited company registered in the United Kingdom with the company number 000 which is headquartered at.

## PART I: APPLICABILITY, DURATION, AND INTERPRETATION

### 1. PURCHASE OF SERVICES

1.1. This Master professional Services Agreement forms the basis of all future commercial relations between The Client and The S&A Group and its terms shall be incorporated into any contract for any services undertaken by The S&A Group on behalf of The Client.

1.2. This Master Professional Services Agreement does not in itself constitute a contract for the completion of any work or the delivery of any services by The S&A Group for which payment shall be due from The Client. A contract for the delivery of services may only be formed by way of The Client making an offer to purchase specific services which is accepted by The S&A Group.

1.3. The Client shall detail services proposed to be purchased from The S&A Group by completing and submitting either:

1.3.1. Appendix 1 of this agreement, titled 'Professional Services Order Form (Consultancy / Services)' in respect of consultancy services; or,

1.3.2. Appendix 2 of this agreement, titled 'Professional Services Order Form (Consultant Resourcing)' in respect of temporary or interim consultant resourcing services; or,

1.3.3. A proposal / SOW / Other such document which an agreed substitute for any of the Appendices is stated above, or, relates to service types which are not accommodated by any of the Appendices stated above.

1.4. For the purposes of contracting, the submission of a Professional Services Order Form (or agreed alternative as per 1.3.4) detailed under 1.3 constitutes an offer made to The S&A Group which the company may accept or decline at its absolute discretion.

1.5. The Client is under no obligation to propose or purchase any work whatsoever from The S&A Group as a consequence of entering into this Master Professional Services Agreement.

### 2. COMMENCEMENT AND DURATION

2.1. This agreement commences on 1st April 2019 and continues indefinitely until terminated by either party as per the terms of section 5.

## 3. INTERPRETATION

3.1. The definitions provided in The Schedule apply as a non-binding interpretative aid to this agreement.

## 4. JURISDICTION

4.1. This agreement is to be governed by and construed in accordance with English law and the parties submit to the jurisdiction of the courts of England and Wales in the adjudication of any disputes.

4.2. Neither party is to be adversely affected by any delay or failure in exercising, or any partial exercising of, its rights under this agreement unless it has signed an express written waiver, release or document declaring estoppel. This being understood, the provision expressly overrides all informal conversations, either written or verbal, which may take place to the contrary.

## 5. TERMINATION

5.1. This Master Professional Services Agreement remains in force either;

5.1.1. Until the completion date agreed in 2.1 (above), or;

5.1.2. If no completion date is agreed, indefinitely until terminated by either The Client or The S&A Group under this section.

5.2. Either party may terminate this agreement for any reason by expressly communicating the intention to terminate to the other party in writing and giving no less than 90 days notice. Termination with immediate effect may only take place in accordance with 5.3 and 5.4.

5.3. The Client may terminate this agreement with immediate effect at any time by notice to The S&A Group if:

5.3.1. The S&A Group or any appointed consultant or agent is in material breach of sections 7 (‘Confidentiality) or 9 (‘Intellectual Property’); or,

5.3.2. The S&A Group is in material or persistent breach of any term of this agreement and the breach, if capable of remedy, has not been remedied within 30 days of receipt by The S&A Group of notice requiring the breach to be remedied; or,

5.3.3. Where The S&A Group is in material or persistent breach of a term agreed in any specific Professional Services Order and that breach is sufficiently material to the entirety of the relationship to reasonably justify The Client in terminating all contractual agreements with The S&A Group; or,

5.3.4. The S&A Group or any consultant has acted dishonestly or in such a way as can reasonably be considered to bring the reputation of The Client into disrepute; or,

5.3.5. The S&A Group is incapable of delivering services agreed in an accepted Professional Services Order for a continuous period exceeding 30 business days.

5.4. The S&A Group may terminate this agreement with immediate effect at any time by notice in writing to The Client if:

5.4.1. The Client fails to pay any amount due under this agreement within 30 calendar days of the due date or such alternative period as may have been expressly agreed by the parties in respect of that particular fee, payment or instalment;

5.4.2. The Client is in material or persistent breach of any term of this agreement and the breach, if capable of remedy, has not been remedied within 30 days after receipt by The Client of notice requiring the breach to be remedied;

5.4.3. Where client is in material or persistent breach of a term agreed in any specific Professional Services Order and that breach is sufficiently material to the entirety of the relationship to reasonably justify The S&A Group in terminating all contractual agreements with The Client.

5.5. Immediate termination of this agreement under the proper exercise 5.3 or 5.4 will remove immediately all rights and obligations upon both parties except those which are stated in this agreement to survive the termination of the contract.

5.6. Upon the termination of this agreement for whatever reason both parties will return to the other all documentation, information and other property of any kind which is the lawful property of the other party which is in the possession or control of the first party or any consultant or agent.

5.7. In any circumstance where the termination of this Master Professional Services Agreement occurs before the conclusion of any contract for work created by the acceptance by The S&A Group of a Professional Services Order or agreed alternative (into which agreement this Master Professional Services Agreement is incorporated as a matter of course) then the contract created by the Professional Services Order remains unaffected by the termination of the Master Professional Services Agreement unless termination of the subordinate contract is also expressly communicated.

5.8. The completion or termination of any or all contracts for work or services created under this Master Professional Services Agreement does not terminate this agreement unless express termination of this agreement is brought about as per the terms of this section.

## PART II: PROFESSIONAL CONSULTANCY SERVICES

## 6. CONSULTANCY SERVICE PROVISION

6.1. The S&A Group will provide the services contracted using the consultant or consultants agreed between the parties in the Professional Services Order or alternative document at the site or sites agreed between the parties in the same.

6.2. If the S&A Group is for any reason unable to make available the services of any agreed consultant(s) at the start of or for the full duration of the work agreed in the Professional Services Order then it will notify The Client immediately in writing or by other means appropriate in the circumstances. The S&A Group may at its discretion provide a suitable substitute or substitutes agreeable with The Client.

6.3. Subject to section 6.15 of this section and a maximum of 31 days per month per consultant The S&A Group will provide an appropriate number of days of consultant work to deliver the services or complete the work agreed between the parties in any Professional Services Order unless the number of days is specifically stipulated within that Professional Services Order.

6.4. It is agreed that neither party intends to create any exclusivity of service provision by entering into this Master Professional Service Agreement or by offering or accepting any Professional Services Order or agreed alternative. Both parties may contract to accept or provide services of a similar or identical kind to or from third parties at any time.

6.5. The S&A Group agrees not to provide similar professional services to those contracted for to any other business which is or may be competitive with The Client if doing so would create an obvious conflict of interest, or potentially obvious conflict of interest, on the part of The S&A Group which would be hazardous to The Clients interests.

6.6. Where consultants are used to deliver the services contracted for and these consultants are self-employed individuals or limited companies in their own right then The S&A Group will endeavour to ensure that no conflicts of interests of the kind addressed in 6.5 exist or arise. However, The Client accepts that in these cases independent consultants are not direct agents or employees of The S&A Group and that The S&A Group shall not incur any liability whatsoever arising from conflicts of interest which are created by such independent contracts as long as:

6.6.1. The S&A Group has inserted into contracts between itself and the relevant independent contractors necessary provisions to prevent the creation of conflicts of interest between The Client and other clients of the independent consultant/company, and;

6.6.2. The S&A Group has required the independent third party consultant to agree to a strict non-disclosure agreement (NDA) in favour of The Client company to protect The Client company's interests, and;

6.6.3. The S&A Group has undertaken reasonable inquiry into the consultants business affairs to ascertain whether conflicts of interest or potential conflicts of interest exist before appointing the contractor to The Client, and;

6.6.4. The S&A Group co-operates with The Client in any legal action against the consultant arising from the consultant's negligence or breach of contractual terms by the consultant, although The S&A Group will not be obliged to financially contribute to such an action.

6.7. The S&A Group will keep adequate records of all things done by itself and its consultant(s) in relation to the work contracted for and will make such records available for inspection by The Client in reasonably timely response to The Clients request.

6.8. The S&A Group and its consultant(s) will deliver the services contracted for competently and diligently and with reasonable skill and care.

6.9. The S&A Group will have discretion as to the hours worked by S&A Group staff or consultants during the delivery of services contracted for within unless this is expressly contrary to an alternative arrangement agreed between The S&A Group and The Client. However, in all circumstances The S&A Group agrees to use all reasonable endeavours to adhere to any overall or intermediate deadline agreed with The Client in connection with such services and recognise The Client's broad general powers of oversight.

6.10. The S&A Group will determine the methods, details and means of delivering the services contracted for, although recognises The Client's broad general power of supervision and direction over the provision of such services and The Client may inspect the work undertaken, make suggestions or recommendations, and request modifications to the services delivered.

6.11. The S&A Group will comply with all rules, regulations and policies of The Client which are appropriately applicable to S&A Group consultants whilst delivering services but only where The Client has fully communicated details of such requirements to The S&A Group in a timely manner before the commencement of the services contracted for.

6.12. The S&A Group shall maintain as appropriate and at its own cost a comprehensive or specific policy of insurance to cover liability in respect of any act or default for which it may become liable to indemnify The Client at law or under the terms of any contract into which this agreement is incorporated.

6.13. As required The Client shall provide to The S&A Group suitable office accommodation, administrative facilities and support as well as access to The Client's facilities, personnel, files and operations such as to facilitate the delivery by The S&A Group of the services contracted for. The Client shall determine the extent of access and facilities provided, but accepts that the failure to supply a minimum level of required support and access may constitute a unilateral frustration of the contract by The Client.

6.14. The provision of facilities under 6.13 shall not have the effect of creating any relationship of landlord and tenant between The Client and The S&A Group.

6.15. If The S&A Group is prevented from delivering the services contracted for to any reason, including, but not limited to, illness, injury or holiday of the consultant or consultants assigned to The Client then The S&A Group will inform The Client and keep The Client informed of the likely duration of the non-delivery.

## PART III: GENERAL PROVISIONS APPLICABLE TO ALL PROFESSIONAL SERVICES

## 7. CONFIDENTIALITY

7.1. From the date of agreement of this Master Professional Services Agreement The S&A Group will:

7.1.1. keep secret all information supplied to The S&A Group by The Client, including any information communicated to The S&A Group in negotiating towards any contract or in the course of delivering the services contracted for which The S&A Group is aware or ought reasonably be aware is confidential or in any respect sensitive to The Client's business interests; and,

7.1.2. not use any information supplied to The S&A Group by The Client which is known to be or ought reasonably be known to be confidential for any other purpose than in furthering the services contracted for, including for personal advantage or gain; and,

7.1.3. use all reasonable endeavours to prevent any unauthorised publication, disclosure or use of any information supplied to The S&A Group by The Client which is known to be or ought reasonably be known to be confidential.

7.2. The restrictions of 7.1 will not apply to:

7.2.1. any disclosure required for the proper provision of the services contracted for and authorised in advance by The Client; or,

7.2.2. any disclosure made to any person authorised by The Client (proof of such authorisation having been provided to The S&A Group in advance if such person is not an employee of The Client) to possess the relevant information; or,

7.2.3. information or knowledge that The S&A Group can demonstrate was known to itself or was in the public domain and could have been discovered with reasonable effort prior to the date of this agreement; or,

7.2.4. information which The S&A Group must disclose under law or to properly co-operate with authorised investigative bodies.

7.3. The Client agrees not to disclose or make use of, or permit to be disclosed or made use of, any information which is known to be or ought reasonably be known to be confidential regarding the technology, intellectual property, business plans, business model or finances of The S&A Group which is received in the course of the business relationship following the agreement of this Master Professional Services Agreement.

7.4. To protect the business interests of both parties the provisions of this section are expressly agreed to survive the termination of the contract for a period of two years.

## 8. BILLING & PAYMENT: CONSULTANCY SERVICES

8.1. The Client will pay The S&A Group the fee agreed within the Professional Services Order for each business day The S&A Group provides to complete the work/services agreed in that particular Professional Services Order.

8.2. Schedule 2 attached to this Master Professional Services Agreement provides general information about applicable rates in respect of consultancy services. These are non-binding upon The S&A Group and the applicable rate is that agreed between The S&A Group and The Client in the particular Professional Services Order.

8.3. The S&A Group shall record all time worked by each consultant on a timesheet or through an alternative method agreed in the relevant Professional Services Order before the submission of the respective invoice.

8.4. Fees are payable by The Client in monthly instalments in arrears following the last business day of each calendar month. Fees are payable within 30 calendar days of receipt by The Client of an appropriate invoice from The S&A Group. Invoices will be generated and submitted in the method stipulated in the Professional Services Order.

8.5. In addition to the consultancy fees agreed in the Professional Services Order and subject to the provisions of 12.6, The Client shall reimburse The S&A Group all reasonable travel and subsistence expenses wholly, exclusively and properly incurred in the provision of the services contracted for (subject to the provisions of receipts or other supporting documents). The S&A Group will claim such expenses within 60 calendar days of the incurrence of the expenses, such expenses being payable within 30 calendar days of the submission of the claim.

8.6. The expenses which The S&A Group may claim from The Client must only be those regarding which The Client has received prior notification.

8.7. 8.5 and 8.6 will not apply if expressly waived by The S&A Group in writing in the Professional Services Order or agreed alternative document.

8.8. S&A Group consultants shall have no entitlement to sick pay, holiday pay, pension contributions or any other employee benefit, payment or entitlement than those stipulated in this section or as agreed in the relevant Professional Services Order.

8.9. No instalment or other sum of money payable under the contract formed by the accepted delivery of a Professional Services Order shall be payable to any other person than The S&A Group except The S&A Group's nominated bankers or similar financial management professionals.

## 9. OWNERSHIP OF INTELLECTUAL PROPERTY

9.1. Any intellectual property which is created, developed or contributed to by The S&A Group or any consultant in the course of providing the services contracted for, or which comes into existence as a consequence of any contribution made, will be and will remain the property of The Client.

9.2. In respect of the intellectual property referred to in 9.1, The S&A Group will disclose and deliver to The Client all information and data relating to the creation and development of the intellectual property such that The Client may derive full utility and benefit from the property.

9.3. Upon written request from The Client The S&A Group agrees to make all reasonable efforts to assist The Client in a timely manner in obtaining any such legal protection in any jurisdiction for intellectual property which The S&A Group has contributed to developing. This does not include the payment of associated costs or fees which is The Client's sole responsibility.

9.4. In such circumstance as intellectual property rights referred to in this section vest in The S&A Group by operation of law the company expressly agrees to convey such rights to The Client in a timely manner using the processes provided by law. Any associated charges or fees payable by The S&A Group in respect of this transfer are the burden of The Client.

9.5. The S&A Group further waives any and all moral rights to the intellectual property under the Copyright Designs and Patents Act 1988 chapter IV. Upon request of The Client The S&A Group shall provide a signed and written confirmation of this waiver in a timely manner.

9.6. To protect the business interests of both parties the provisions of this section are expressly agreed to survive the termination of the contract for a period of two years.

## 10. STATUS

10.1. Nothing in this agreement creates a partnership or establishes a relationship of principal and agent, employer and employee, or any other fiduciary relationship between the parties.

10.2. The S&A Group will not represent itself as being a constituent company, agent or employee of The Client nor will it have the authority or power to bind The Client or to contract in the name of The Client unless expressly authorised to do so in writing in furtherance of the delivery of the services contracted for.

10.3. The generality of 10.2 shall not forbid The S&A Group from using the name of The Client or the fact of a previous relationship with The Client for promotional or advertising purposes unless express agreement to the contrary is agreed in writing at the time of this agreement or by mutual agreement subsequently.

## 11. TAX

11.1. The S&A Group will be responsible for declaring and paying any tax liability to the relevant authorities in relation to any payment made to the Supplier under this agreement.

11.2. The S&A Group will indemnify The Client in respect of any claims that may be made by the relevant authorities against The Client for income tax or National Insurance contributions relating to any payment made to The S&A Group as payment for any services contracted for into which this Master Professional Services Agreement is incorporated.

## 12. ASSIGNMENT OF RIGHTS AND THIRD PARTY RIGHTS

12.1. Neither The S&A Group nor The Client may assign all or any part of its rights or benefits under this agreement or any contract for services into which this agreement is incorporated without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.

12.2. No provision in this Master Professional Services Agreement or any contract into which is incorporated confers upon any third party any benefit, right or obligation enforceable by the third party.

## 13. NOTICES (VARIATION AND TERMINATION)

13.1. No variations of this agreement or any contracts into which it is incorporated are effective unless made in writing and signed by authorised agents of both parties. In respect of The S&A Group, agents authorised to vary any contracts are:

13.1.1. A company director; or,

13.1.2. The company representative named in a given Professional Services Order Form if not a company director and in respect only of the services provided for by that Professional Services Order Form.

13.2. Any notice or other communication given under this agreement must be in writing and served:

13.2.1. by hand delivery to the recipient; or

13.2.2. by first class post addressed to the relevant party's address as specified in this agreement or in the relevant Professional Services Order Form or agreed alternative document, or such other address as a party may have last notified to the other in writing; or

13.2.3. by email to the company representative named in the relevant Professional Services Order Form or agreed alternative document.

13.3. Any notices sent properly are deemed to have been served:

13.3.1. if delivered by hand, at the time of delivery; or

13.3.2. if sent by post, two clear Business Days after the date of posting; or

13.3.3. if sent by email, immediately if sent within business hours or at the start of business hours on the next business day.

13.4. No party is affected by any delay or failure in exercising, or any partial exercising of, its rights under this agreement unless it has signed an express written waiver or release.

***The Client and The S&A Group, via their authorised representatives, hereby agree to the terms of this Master Professional Services Agreement accepting its terms as binding and intending these terms to be subsequently incorporated into any and all contracts for services provided by The S&A Group on behalf of The Client***

**The Strategy & Architecture Group** **client**

| | |
|---|---|
| **Name:** | **Name:** |
| **Signature:** | **Signature:** |
| **Title:** | **Title:** |
| **Date:** | **Date:** |

## SCHEDULE 2: TYPICAL CONSULTANCY DAY RATES

| | ***Short Term*** *Formal Consulting Engagements up to 90 days/3 Months* | | | ***Extended Term*** *Formal Consulting Engagements over 90 Days* | | | ***Client Secondment*** *Consultants under Client Direction (4 Months Min)* | | |
|---|---|---|---|---|---|---|---|---|---|
| | **Consulting Grade** | | | **Consulting Grade** | | | **Consulting Grade** | | |
| | **(A)** | **(B)** | **(C)** | **(A)** | **(B)** | **(C)** | **(A)** | **(B)** | **(C)** |
| Partner | 2500 | | | 2250 | | | N/A | | |
| Director | 1900 | 1700 | 1500 | 1700 | 1500 | 1350 | 1500 | 1350 | 1200 |
| Head of EA, BA, S&A | 1400 | 1250 | 1000 | 1250 | 1025 | 900 | 1125 | 938 | 750 |
| Programme Director | 1400 | 1200 | 1000 | 1260 | 1080 | 900 | 1050 | 900 | 750 |
| Programme Manager | 1200 | 1000 | 750 | 900 | 850 | 700 | 850 | 800 | 650 |
| Project Manager | 800 | 700 | 650 | 750 | 650 | 600 | 650 | 575 | 500 |
| Enterprise Architect | 1100 | 950 | 700 | 1050 | 950 | 800 | 865 | 750 | 675 |
| Business Architect | 900 | 800 | 700 | 800 | 720 | 630 | 675 | 600 | 525 |
| Solutions Architect | 800 | 700 | 650 | 720 | 650 | 600 | 650 | 600 | 550 |
| Business Analyst | 650 | 600 | 550 | 585 | 550 | 500 | 500 | 450 | 413 |
| Infrastructure Architect | 800 | 700 | 650 | 720 | 650 | 600 | 650 | 600 | 550 |
| Information Architect | 800 | 700 | 650 | 720 | 650 | 600 | 650 | 600 | 550 |
| Data Architect | 850 | 750 | 700 | 800 | 700 | 650 | 800 | 650 | 500 |
| Integration Architect | 800 | 700 | 650 | 720 | 650 | 600 | 650 | 600 | 550 |
| Applications Architect | 800 | 700 | 650 | 720 | 650 | 600 | 650 | 600 | 550 |
| Subject Matter Experts | **AOR*** | **AOR*** | **AOR*** | **AOR*** | **AOR*** | **AOR*** | **AOR*** | **AOR*** | **AOR*** |

***Available On Request.*** Standard prices are not generally available due to variations in local and regional services markets. Strategy & Architecture Group representatives will be able to provide quotations and guidance based on the specifics of the commercial situation in question.

**Additional Notes**

**1.** Pricing models are intended for general information and cannot be guaranteed in all cases due to market variations. This pricing schedule is an invitation to treat and is not capable of contractual acceptance to form a contract. The S&A Group will only be bound to contracts formed by its own acceptance of a submitted Professional Services Order Form or an equivalent document agreed with the management.
**2.** All rates quoted **exclude** *Value Added Tax* (VAT) which will be added at the rate applicable at the time of contracting (currently 20 *per cent*).
**3.** All figures quotes are in sterling (£).
**4.** Agreed FX rates will be provided should transactions in other nominations be required.
**5.** 'Subject Matter Experts' include experienced consultants with domain skills such as security, SAP, AD, ECM, SharePoint etc. This may also include consultants with rare and specialist experience in a particular commercial sector or those willing to work in unusual or inconvenient locations.
**6.** Rates quoted are exclusive of expenses incurred by consultants which will be billed to clients in line with the terms of the Master Professional Services Agreement.
**7.** Please note that Statement of Work (SOW), Fixed Deliverables (FD) and Project and Managed Services (PMS) contracts with The S&A Group will be individually negotiated.
**8.** The S&A Group representative appointed to any particular client will be happy to discuss bespoke pricing and engagement models proposed by that client. The company remains committed to the highest levels of client service and will endeavour to accommodate the distinctiveness of each client's business needs.

## APPENDIX 1: PS Order Form (Consultancy / Services)

**DATE: 13 / 6 / 2019**

*This document contains details of the professional consultancy services proposed to be purchased from The Strategy & Architecture Group. The Strategy & Architecture Group will accept Professional Services Order Forms only from clients who have agreed to the Master Professional Services Agreement (or a mutually satisfactory variation of it) and in accordance with that overarching agreement. The professional services proposed to be purchased in this Professional Services Order Form are an offer which The S&A Group is free to accept or decline at its absolute discretion. All terms of the agreed Master Professional Services Agreement are incorporated into the contract created by The S&A Group's acceptance of this or any other Professional Services Order Form.*

| CLIENT COMPANY DETAILS | | | |
|---|---|---|---|
| **Company Name:** | | **Representative Name:** | |
| **Company number:** | | **Representative Position:** | |
| **Registered Headquarters:** | | **Representative Email:** | |

| PROFESSIONAL CONSULTANCY SERVICES DETAILS | | | |
|---|---|---|---|
| **Start date:** | | **Expected Completion date:** | |
| **Description of services required** | | | |
| *Proposed services may be described in a separate document (i.e. a project plan, etc.) if referenced here, agreed in writing with The S&A Group representative negotiating and submitted alongside this Professional Service Order Form. Please see field below ('Documents proposed to be incorporated into services contract').* | | | |
| **Statement of key outcomes required** | | | |
| | | | |
| **Documents proposed to be incorporated in services contract** | | | |
| ▪ Strategy & Architecture Group Master Professional Services Agreement is incorporated as standard. (The S&A Group will not accept a Professional Services Order Form without the Master Professional Services Agreement [or a version of it] incorporated into the contract). | | | |
| **Billing Details:** | | **Primary Consultants:** | |
| | | | |
| **Additional Contractual Terms Included** | | | |
| | | | |
| **S&A Group Representative** | **S&A Group Signature** | **Client Representative** | **Client Signature** |
| | | | |

**DATE:**

## APPENDIX 2: Professional Services Order Form (Consultant Resourcing)

| DATE: |
|---|

*This document contains details of the professional resourcing services proposed to be purchased from The Strategy & Architecture Group. The Strategy & Architecture Group will accept Professional Services Order Forms only from clients who have agreed to the Master Professional Services Agreement (or a mutually satisfactory variation of it) and in accordance with that overarching agreement. The professional services proposed to be purchased in this Professional Services Order Form are an offer which The S&A Group is free to accept or decline at its absolute discretion. All terms of the agreed Master Professional Services Agreement are incorporated into the contract created by The S&A Group's acceptance of this or any other Professional Services Order Form.*

| CLIENT COMPANY DETAILS | | | |
|---|---|---|---|
| **Company Name:** | | **Representative Name:** | |
| **Company number:** | | **Representative Position:** | |
| **Registered Headquarters:** | | **Representative Email:** | |

| CONSULTANT RESOURCING REQUIEMENT DETAILS | | | |
|---|---|---|---|
| **Expected contractor start date:** | | **Expected contractor end date:** | |
| **Salary Range:** | | **Location:** | |
| **Description of consultant duties** | | | |
| *Proposed services may be described in a separate document (i.e. a project plan, etc.) if referenced here, agreed in writing with The S&A Group representative negotiating and submitted alongside this Professional Service Order Form. Please see field below ('Documents proposed to be incorporated into services contract').* | | | |
| **Person specification (to include experience, qualifications and any other characteristics/qualifications)** | | | |
| | | | |
| **Documents proposed to be incorporated in services contract** | | | |
| ▪ Strategy & Architecture Group Master Professional Services Agreement is incorporated as standard. (The S&A Group will not accept a Professional Services Order Form without the Master Professional Services Agreement [or a version of it] incorporated into the contract). | | | |
| **Billing Details:** | | | |
| | | | |
| **Additional Contractual Terms Included** | | | |
| | | | |

| S&A Group Representative | S&A Group Signature | Client Representative | Client Signature |
|---|---|---|---|
| | | | |