

**THE INSTITUTE OF CONSULTING
AGREEMENT FOR THE PROVISION OF CONSULTANCY
SERVICES
("THE SERVICES")**



PART ONE: TERMS OF ENGAGEMENT

The Consultant:

Farrah Business Coaching & Consultancy

Address: 250 London Road, Wickford, SS12 0JX

Essex

Tel: 07903 99 77 33

The Client:

Address:

***[The Client's address in England or Wales
if Client's main address is outside
England and Wales]:***

The Client and the Consultant agree these terms for the provision of the Consultant's services incorporating Schedules 1 to 3 and the Institute of Consulting Terms attached.

Dated:

Signed:

The Client

The Consultant

[The Guarantor]

SCHEDULE 1

The Assignment and Terms of Reference

- 1 [Description of Assignment and Terms of Reference:]

- 2 The Assignment is confined to the work specified in this Schedule ("the Work"). The time required to complete the Assignment, the measurement of its success and any conclusions or recommendations are opinions and estimates and do not constitute undertakings, warranties or contractual terms unless otherwise specifically agreed in writing.

- 3 The Assignment and Terms of Reference may only be varied by written agreement of the parties.

SCHEDULE 2

Charges, Payments and Expenses

- 1 Charges
 - 1.1 Basis of Consultant's Remuneration: £80.00 PER HOUR. NO VAT

 - 1.2 Time Charging

Where charges are calculated on a time basis, the following time shall be included within the calculation in addition to any time which would otherwise be reasonably chargeable: preparation; research; drafting; writing and reviewing; projection management and administration.

 - 1.3 Daily Rates

Where charges are calculated on a **per hour basis** this covers (unless otherwise agreed in writing) a maximum of seven hours and an additional charge WILL be raised if the Consultant is required to work additional hours.

2 Payment

Subject to any special terms agreed in Schedule 3, the Consultant will render invoices monthly in arrear which will be due for payment within 7 days of receipt by the Client. Failure to pay on time will incur 10% interest on top of the current prevailing Bank of England Base rate. Unpaid debts will be passed onto a Debt Collecting Agency. This will have an adverse effect on your credit rating.

3 Expenses

The following expenses will be re-charged to the Client where applicable: travelling expenses; car mileage at [65p] pence per mile; accommodation and subsistence costs; postage and couriers; printing and photocopying, or any other cost incurred with any third party specifically in relation to the provision of the Services.

4 VAT

4.1 Any VAT or other duties or taxes payable in respect of such sums shall be payable in addition.

SCHEDULE 3

Particular Terms and Variations

1 Guarantor of the Client's Obligations

Name:

Address:

2 The Guarantor by its signature guarantees the obligations of the Client under this agreement and accepts that its guarantee shall not be discharged by any waiver or concession given by the Consultant to the Client.

3 Additional Clauses

The following additional clauses shall apply to this agreement:

PART TWO:

THE INSTITUTE OF CONSULTING TERMS

1 Institute of Consulting Terms

- 1.1 These terms are referred to as the Terms and shall apply to the provision of the Services and any other contracts into which they are expressly incorporated.
- 1.2 Once incorporated, the Terms shall apply to the exclusion of all other terms and conditions including any terms which the Client may purport to apply under any confirmation of instruction or other document. The Terms shall continue to apply to all further services provided by the Consultant to the Client unless expressly excluded in writing.
- 1.3 In the Terms "this agreement" means the Terms together with the Terms of Engagement (including the Schedules) as set out in Part One above.

2 Assignment and Terms of Reference

- 2.1 The Consultant agrees to carry out the Assignment in accordance with the Terms of Reference.
- 2.2 The Client agrees to co-operate with the Consultant and agrees to procure the cooperation of its employees in the performance of the Services and to give such support, facilities and information as may be reasonably required to provide the Services.

3 Charges and Payments

- 3.1 The Client agrees to pay the charges and expenses in accordance with the provisions of Schedule 2 of the Terms of

Engagement.

- 3.2 All sums due from the Client which are not paid on the due date (without prejudice to the rights of the Consultant under the Terms) shall bear interest from day to day at the rate prescribed from time to time pursuant to section 6 of the Late Payment of Commercial Debts (Interest) Act 1998 or any replacement statute. **Any unpaid Debt will be referred to a Debt Collecting Agency. So be warned!**
- 3.3 The Consultant may from time to time increase the hourly rates (if applicable) referred to in Schedule 2 of the Terms of Engagement by such amount as is reasonable subject to giving the Client not less than 7 days prior written notice and unless the Client objects to such increased rates within 7 days of such notice in writing the Services shall thereafter be provided at the increased rates. If the Client objects to the increased rates, the Client shall remain liable for the existing contractual rate payable in accordance with the Terms and in the event of failure to agree the increased rates the parties may either agree a different rate or at the option of either party terminate this agreement.
- 3.4 During any period in which payments from the Client are overdue, the obligations of the Consultant may be suspended.

4 Confidentiality

The Consultant undertakes not at any time to divulge or allow to be divulged to any person any confidential information relating to the business or affairs of the Client other than to those permitted sub-contractors who have signed an appropriate undertaking or others where the Client has consented to the disclosure.

5 Sub-contracting

- 5.1 The Consultant shall obtain the agreement of the Client before sub-contracting any of the Consultant's obligations hereunder.
- 5.2 The Consultant shall have discretion as to which of its employees are assigned to perform the Services but shall consult with the Client concerning any material changes.

6 Intellectual Property

The Consultant undertakes not to cause or permit anything which may damage or prejudice the Intellectual Property of the Client or the Client's title to it or assist or allow others to do so. Likewise, FBCC (Farrah Business Coaching & Consultancy) expects its IP not to be breached, copied, sold or given to any third party. Such actions by the Client will result in legal proceedings for breach of copyright.

7 **Liability : IMPORTANT SO PLEASE READ:**

7.1 **The Consultant shall have no liability to the Client for any indirect, special or consequential loss arising out of or in connection with the provision of the Services.**

8 Termination for Breach

The following obligations are conditions of this agreement and any breach shall entitle the party not in breach to terminate this agreement by immediate written notice and the rights and liabilities of the parties shall then be determined in accordance with clause 9:

8.1 Failure by the Client to make punctual payment of all sums due to the Consultant pursuant to this agreement.

8.2 Failure by the Consultant to remedy any breach of its obligations hereunder within 28 days following written notice from the Client which refers to this clause, specifies the breach with full particulars and indicates how the breach is to be remedied.

8.3 The making of any composition or arrangement with creditors or the presentation of a petition for the liquidation or bankruptcy or administration of either party or the appointment of a receiver over any part of a party's assets.

8.4 Any serious or persistent breach by the Client of its obligations hereunder.

8.5 Any action by either party which harms the Intellectual Property Rights of the other party.

9 Termination and Consequences

In the event of this agreement being terminated whether by expiry, notice, breach or otherwise and without prejudice to any other remedy available to the Consultant the Client shall immediately pay to the Consultant:

9.1 Any sums due under the terms of this agreement

9.2 In the event of termination by reason of sub-clauses 8.4 or 8.5, all further sums which would but for the termination of this agreement have been payable had the Work been completed.

10 Consultant's Outputs, Materials and Information

10.1 All Intellectual Property rights including copyright which is capable of existing in any documents, computer software or information or (without limit) other materials created or provided pursuant to this agreement by the Consultant shall be and remain the Consultant's property unless otherwise expressly agreed.

10.2 The Client undertakes to keep all materials, documents and information provided to it by the Consultant confidential and not to use them for any commercial purpose.

10.3 Any materials produced or supplied to the Client by the Consultant in which Intellectual Property Rights are capable of subsisting shall be licensed to the Client for use only in connection with the Work and such licence shall forthwith terminate if notice is given by the Consultant terminating this agreement pursuant to clause 8.

11 Consultant's References to Client

11.1 Subject to clause 4 (Confidentiality) the Consultant shall be entitled to refer to the Client and the provision of Services for any legitimate purpose in connection with the Consultant's business provided that prior to any published reference to the Client the Consultant shall give the Client an opportunity to object to such reference and in the event of objection upon reasonable grounds shall not refer to the Client as proposed.

12 Force Majeure

13.1 The parties shall be released from their respective obligations in the event of national emergency, war, prohibited governmental regulation or any other cause beyond the reasonable control of the parties or either of them which renders the performance of this agreement impossible ("Force Majeure") for so long as Force Majeure shall apply.

13.2 If Force Majeure continues for more than 3 months this agreement shall determine and neither party shall have any further liability to the other other than with respect to any liabilities incurred prior to the commencement of Force Majeure.

13 Miscellaneous

13.1 Warranty

The parties warrant that they have the power to enter into this agreement and have obtained all necessary approvals.

13.2 Whole agreement

Each party acknowledges that this agreement represents the whole agreement between the parties and that neither party has relied upon any oral or written representations made by the other party or its employees or agents and has made its own independent investigations into all matters relevant to it.

13.3 Change of address

Each of the parties shall give notice to the other of any change of address at the earliest possible opportunity but in any event within 24 hours of such change.

13.4 Notices

Any notice to be served on either of the parties by the other shall be sent by pre-paid recorded delivery or registered post to the address of the relevant party shown at the head of this agreement or in the case of a party not resident in the UK a UK address nominated for this purpose or by facsimile transmission or by electronic mail or by telex and shall be deemed to have been received by the addressee within 48

hours of posting or 24 hours if sent by facsimile transmission or by electronic mail to the correct facsimile number or electronic mail number of the addressee (with correct answer back).

13.5 Headings

Headings contained in this agreement are for reference purposes only and should not be incorporated into this agreement and shall not be deemed to be any indication of the meaning of the clauses to which they relate.

13.6

All agreements on the part of either of the parties which comprise more than one person or entity shall be joint and several and the neuter singular gender throughout this agreement shall include all genders and the plural and the successor in title to the parties

13.7 Proper law and jurisdiction

13.7.1 This agreement shall be governed by English Law.

13.7.2 Subject to the provisions of clause 14.7.3 any proceedings arising out of or in connection with this agreement shall be subject to the exclusive jurisdiction of the English Courts.

13.7.3 The submission by the parties to such jurisdiction shall not limit the right of the Consultant to commence proceedings in any other jurisdiction it may consider appropriate.

13.7.4 Any notice of proceedings or other notices in connection with or which would give effect to such proceedings may without prejudice to any other method of service be served upon any party in accordance with clause 14.4.

13.7.5 In the event that the Client is resident outside England, its address for service in England shall be the address for such service nominated in this agreement and any time limits in any proceedings shall not be extended by virtue only of the overseas residence of the Client.

13.8 Waiver

Failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this agreement shall not be a waiver of them or the right at any time subsequently to enforce all terms and conditions of this agreement.

13.9 Status of Consultant

13.9.1 The Consultant is an **independent contractor** and not the **employee** of the Client.

13.9.2 The Consultant shall bear exclusive responsibility for the payment of all National Insurance contributions as a self-employed person and for the discharge of any income tax.

13.9.3 The Consultant shall not be subject to directions from the Client as to the manner in which it shall perform the work. The consultant is self-employed.

13.10 Set-off

The Client shall not be entitled to withhold payment of any sum otherwise payable to the Consultant by reason of any claim, set-off or for damages in relation hereto.

14.11 No provision of this contract is intended to be enforceable by any third party pursuant to the Contract (Rights of Third Parties) Act 1999.

Conduct.

14.12 FBCC expects the Client to behave in a professional manner at all times. FBCC will not tolerate aggressive behaviour, verbal abuse from the client, its employees or other stakeholders. Such behaviour will repudiate the agreement. The full Assignment FEE will become payable for the opportunity cost of my business time, IMMEDIATELY.

THIS IS A LEGALLY BINDING AGREEMENT. SIGN IT ONLY IF YOU WANT TO BE LEGALLY BOUND BY IT. IF YOU DO NOT UNDERSTAND, SEEK LEGAL ADVICE.

15 Definitions

"The Assignment" means the Assignment referred to in Schedule 1 of the Terms of Engagement

"Intellectual Property Rights" means all copyright, design rights, trade marks, service marks and all other similar rights whether registered or unregistered wherever subsisting

"The Terms of Reference" means the Terms of Reference referred to in Schedule 1 of the Terms of Engagement