

C Hill Consultancy Ltd
Consultancy Agreement

BETWEEN:

1 **C Hill Consultancy Limited** a company incorporated in England & Wales (registration number 7763998) whose registered office and trading address is at 20 Reid Crescent, Hailsham, BN27 4DG ('the Consultancy').
and

2 **xx** a company incorporated in England & Wales (registration number **xx**) whose registered office is at **xx** ('the Client')
OR
If the Client does not actually sign these terms and conditions but still engages the Consultancy to provide Services then, the Client shall mean the person (legal entity or individual) who engages with the Consultancy to provide the Services

1. DEFINITIONS AND INTERPRETATIONS

1.1 For the purposes of this Agreement the following expressions shall have the meanings given below unless the context requires otherwise:

Confidential Information means all confidential information and activities relating to each party which is of a confidential nature or which is commercially sensitive relating to that party or a third party, including but not limited to trade secrets, databases, processes, trading details and information relating to employees and business clients.

Deliverables means the documentation, reports, recommendations and conclusions provided by the Consultancy in respect of the Services as set in Clause 5

Fees means the fees payable by the Client to the Consultancy for the delivery of the Services as set out in clause 5

Intellectual Property Rights (IPR) means all registered or unregistered patents; designs, trade marks, trade names, copyright and related rights, database rights, know how, confidential information and any other similar rights anywhere in the world, including any renewals and extensions of such rights.

Services means general business, commercial, contractual and procurement services provided by the Consultancy, including but not limited to drafting and reviewing documentation, GDPR guidance and ad hoc training and advice.

2 INTRODUCTION

2.1 The Consultancy agrees to supply and the Client agrees to engage the Consultancy to provide any or all the Services.

3 TERM AND APPOINTMENT

3.1 This Agreement will commence on xx.xx.2019 or the date at which the Client confirms accepted of the Consultancy's quote and agrees to engage the Consultancy to provide the Services and shall continue in force until terminated in accordance with the terms of this Agreement.

3.2 Entering this Agreement does not oblige the Client to offer any work to the Consultancy nor for the Consultancy to provide all Services requested by the Client.

3.3 This Agreement constitutes the entire agreement between the parties and replaces all other terms and conditions, undertaking and agreements howsoever agreed. Save to the extent expressly provided, all conditions, warranties or other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law

3.4 This Agreement is non exclusive; the Client acknowledges that the Consultancy enters this Agreement in the course of its business of providing services to its customers, and the Consultancy is and remains at liberty to also provide services to third parties; the Client is and remains at liberty to engage services (including similar services) from third parties. The Consultancy reserves the right to decline to provide any advice and assistance outside the scope of the Services, even if the Consultancy may previously have provided such additional advice and assistance.

3.5 For the purposes of all Services provided under this Agreement the Consultancy is not acting as a law firm and therefore not governed by the Solicitors Regulators Authority (SRA)

4 SERVICES

4.1 The Consultancy will provide the Services, so far as is reasonably practicable within any agreed timescale, and with reasonable skill and care.

4.2 The Client shall provide the Consultancy with all necessary documentation and information required in order for the Consultancy to complete the Services. Any delay by the Client in providing all necessary information may result in the Services delivery date being extended through no fault or consequence to the Consultancy

4.3 The Client shall afford the Consultancy with such access, information and staff cooperation as the Consultancy may reasonably require for the proper performance of any work to complete the Services, and for ensuring that all relevant, risks, information and relevant statutory compliance measures are disclosed in a timely manner to the Consultancy.

5 FEES AND EXPENSES

- 5.1 The Client shall pay the Consultancy a Fee of £110 per hour, or pro rated on a half hourly basis, unless a fixed price as been previously agreed, in which the fixed price shall become the Fee
- 5.2 The Fees are payable by the Client within 30 days of receiving an invoice.
- 5.3 The Fees stated are exclusive of VAT, expenses and disbursements.
- 5.4 Any payment due to the Consultancy from the Client which is not paid within 30 working days shall bear interest at the rate of 2% per annum above the base rate of the Bank of England from time to time from the date the payment was due to the date the payment is made.
- 5.5 Any estimates provided are subject to change if based on incorrect information provided by the Client, or if any specified dependencies / facilities are not available on time,.
- 5.6 Expenses and disbursements shall only be charged if agreed in writing between the parties.

6 INTELLECTUAL PROPERTY RIGHTS

- 6.1 All Intellectual Property Rights in the Services and the Deliverables shall remain the property of the Consultancy
- 6.2 Any Intellectual Property Rights owned by either party at the commencement of this Agreement shall remain the property of that party.
- 6.3 The Consultancy grants to the Client a non exclusive, royalty free, non transferable licence to use the Intellectual Property Rights created in any work produced as part of the Services.
- 6.4 The Client shall grant to the Consultancy a non exclusive, royalty free, non transferable licence to use any Intellectual Property Rights required in order for the Consultancy to undertake and complete the Services.
- 6.5 The Client shall indemnify the Consultancy from and against any loss, cost, damage or claim which the Consultancy incurs as a result of any claim that the Consultancy's use of the Clients Intellectual Property Rights infringes or allegedly infringes any third party Intellectual Property Rights.
- 6.6 The Consultancy shall indemnify the Client from and against any loss, cost, damage or claim which the Client incurs as a result of any claim that the Clients use of the Consultancy's Intellectual Property Rights infringes or allegedly infringes any third party Intellectual Property Rights
- 6.7 Nothing shall prevent the Consultancy from using techniques, ideas, and other know-how gained during the performance of Services under this Agreement in the furtherance of its own business, to the extent that such does not result in disclosure or abuse of confidential information in breach hereof, or any infringement of any Intellectual Property Rights of the Client.

7 CONFIDENTIALITY

- 7.1 Both parties undertake to keep confidential any Confidential Information obtained under or in connection with this Agreement for the duration of this Agreement and for a period of 3 years after the termination of this Agreement.
- 7.2 Any disclosure of any Confidential Information with the exception of employees, agents and professional advisors on a need to know basis and in connection with this Agreement, is not permitted unless the disclosing party has obtained prior written approval.
- 7.3 Each party shall notify the other party immediately of any disclosure or suspected disclosure of any Confidential Information and both parties shall provide all necessary assistance to the other to terminate any disclosure or misuse of any Confidential Information.

8 STAFF OBLIGATIONS AND THIRD PARTY RIGHTS

- 8.1 Each party solely retains all the responsibilities and rights of an employer towards and in relation to its own employees. No person providing the Services is expected or required to integrate into the Client's business organisation or employed workforce. Neither party seconds its employees or any of them to the other, nor is it the intention of either party to have or create an employee/employer relationship with the other. Each party will indemnify the other against any claims brought by or in relation to its own employees, whether such claims relate to employment, tax, national insurance, or otherwise.
- 8.2 Neither party will employ, engage, or otherwise solicit any person who during the previous 6 months was an employee or sub-contractor of the other and with whom such party had material contact in connection with Services, until 3 months after this Agreement has terminated
- 8.3 No third party rights are intended to be conferred or created by this Agreement or any Schedule of Services.

9 LIMITATION OF LIABILITY

- 9.1 The Consultancy's liability in contract, tort, negligence, professional negligence or howsoever arising for any and all direct and indirect loss arising under or in connection with this Agreement shall be limited to the Fee payable in accordance with this Agreement.
- 9.2 Each party expressly excludes liability for consequential loss or damage, loss of profit, business, revenue, goodwill or anticipated savings. Any liability or remedy for innocent or negligent misrepresentation is expressly excluded. Neither party excludes or limits liability for death or personal injury.

10 TERMINATION

- 10.1 The Consultancy reserves the right to terminate this Agreement immediately if conditions develop which impair the successful completion of the Services or lead to a conflict of interest or other problems of an ethical nature. The Consultancy will not be responsible for any Client costs thereby incurred. The Client shall be responsible for paying for any Services completed up to the date of termination.
- 10.2 Either party may terminate this Agreement at any time on 30 days written notice.
- 10.3 If terminated by the Client then they shall pay to the Consultancy all Fees properly due for work completed to date. If terminated by the Consultancy then the Consultancy shall deliver all completed work to the Client and the Client shall only pay for works completed
- 10.4 Either party may terminate this Agreement at any time if the other is in material breach, for the avoidance of doubt a material breach includes a payment, which is outstanding by more, then 30 days or if the other becomes insolvent, by immediate written notice.
- 10.5 Any rights or obligations of a continuing nature shall survive termination.

11 DISPUTE RESOLUTION

- 11.1 If any dispute arises between the parties then they shall meet in good faith to proactively resolve the dispute.
- 11.2 Any dispute that has not been resolved within 10 working days shall be escalated to an appropriate director for each party.
- 11.3 Either party may if a dispute has remained unresolved for 20 working days contact the CEDR (cedr.com) for resolution through their mediation
- 11.4 If mediation under clause 11.3 does not resolve the dispute then either party may commence proceedings in accordance with clause 15.

12 DATA PROTECTION

- 12.1 The Client shall sign the Consultancy’s General Data Protection Regulation (GDPR) Privacy Policy, once provided by the Consultancy.
- 12.2 The Client shall use all reasonable endeavours to ensure the Clients business is operated in accordance with GDPR.
- 12.3 If the Client does not comply with clause 12.1 or 12.2, the Consultancy shall terminate this Agreement immediately.

13 FORCE MAJEURE

If either party is obstructed in performing any of its obligations under this Agreement by an event outside its reasonable control, then performance to the extent obstructed is suspended for so long as the obstruction continues. Whilst performance is suspended and has been so for more than 14 days, either party may terminate this Agreement by immediate written notice. Notices

14 NOTICES

Any notice to be given by either party to the other shall be in writing and may be sent by recorded delivery to the address of the other and shall be deemed to be served 2 days following the date of posting.

15 GOVERNING LAW AND JURISDICTION

This Agreement and the Services are governed by the laws of England & Wales, whose courts shall have sole jurisdiction in relation to all matters arising.

Signed by the parties as follows:

For and behalf of the Consultancy

For and behalf of the Client

Name

Name

Signature

Signature

Date

Date