

**THIS AGREEMENT** is made on \_\_\_\_\_

BETWEEN:

- (A) **MRJP CONSULTING LIMITED**, registered in England and Wales with company number 12945822 whose registered office is at Ground Floor, Unit B Lostock Office Park Lynstock Way, Lostock, Bolton, BL6 4SG, England (**Consultant**); and
- (B) **YOUR COMPANY**, a company registered in England and Wales with company number YOUR COMPANY NUMBER whose registered office is at YOUR ADDRESS (**Client**)

## AGREED TERMS

### 1. DEFINITIONS

1.1 In this Agreement, the following terms have the following meanings:

<b>Expenses</b>	means any fees, costs, expenses and charges reasonably incurred by the Consultant, the Individual or any Substitute in the performance of the Services, including but not limited to: <ul style="list-style-type: none"><li>a) fees for external professional services;</li><li>b) the cost of providing facilities;</li><li>c) costs related to marketing, communication and publicity services;</li><li>d) charges relating to printing, publishing and copying services; and</li><li>e) costs of office services;</li></ul>
<b>Group Company</b>	means the Client, or any of its Subsidiaries or Holding Companies from time to time and any Subsidiary of any Holding Company from time to time; and <b>Group Companies</b> shall be construed accordingly;
<b>Individual</b>	Matthew Peck;
<b>Information</b>	means all information of whatever nature and in whatever form (whether marked 'confidential' or not) concerning the business of the Consultant or the Client, or any of its or their respective directors, officers, employees and consultants (including but not limited to the Individual), and which is provided to or comes to the knowledge of the other Party during the course of or in connection with the provision or proposed provision of the Services, including (by way of example and without limitation) know-how, precedents, opinions, advice, financial records, secret or confidential operations, trade secrets, databases, documents or files and processes or dealings, or any information in any way relating to the organisation, business, finances, transactions or affairs of the Consultant, the Client and this Agreement;

<b>Intellectual Property Rights</b>	means patents, rights to inventions, copyright and related rights, trade marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
<b>Inventions</b>	means any invention, idea, discovery, development, improvement or innovation, whether or not patentable or capable of registration, and whether or not recorded in any medium;
<b>Parties</b>	means the Client and the Consultant;
<b>Party</b>	means either one of the Client or the Consultant;
<b>Services</b>	means Partner with your team and leverage my expertise to unlock productivity, strengthen quality, and accelerate outcomes. This could include activities such as: performing code reviews, providing technical direction, developing software, improving deployment pipelines, project scoping and discovery. We will discuss your requirements during our initial call.;
<b>Subsidiary and Holding Company</b>	in relation to a company, means 'subsidiary' and 'holding company' as defined in section 1159 Companies Act 2006; and
<b>Substitute</b>	has the meaning given to that term in clause 5.

## 2. PROVISION OF SERVICES

- 2.1 The Client shall engage the Consultant and the Consultant shall make the Individual (or any Substitute appointed in accordance with **Clause 5**) available to the Client to provide the Services from 01 November 2023 for 10/16/32/64 Hours a Month on and subject to the terms of this Agreement, until this Agreement is terminated in accordance with **Clause 8**.
- 2.2 The Services shall be performed at Ground Floor, Unit B Lostock Office Park Lynstock Way, Lostock, Bolton, BL6 4SG, England.
- 2.3 Should the Client require the Consultant to provide further services ('**Additional Services**'), those services shall be governed by the provisions of this Agreement.

## 3. SERVICE STANDARD

- 3.1 The Consultant shall, and shall procure that the Individual and any Substitute shall, use reasonable care and skill in performing the Services.
- 3.2 During the term of this Agreement, the Consultant shall (and shall procure that the Individual or Substitute appointed in accordance with **Clause 5** shall), when providing the Services devote the necessary time and attention to the provision of the Services to ensure that they are properly performed.

- 3.3 If the Consultant fails to perform any part of the Services in all material respects in accordance with this Agreement in circumstances in which **Clause 10.3** does not apply, if so requested by the Client within 30 Days of such failure the Consultant will re-perform the relevant part of the Services in all material respects as aforesaid within such period as is reasonable in relation to such failure. In the event of such a request and in the event that such failure would otherwise be covered by **Clause 8.2(a)**, **Clause 8.2(a)** shall not apply in relation to such failure until after the end of such reasonable period and shall only apply then if such failure has not been remedied in all material respects by the end of such reasonable period.
- 3.4 The Consultant provides no undertaking that the Services or any objectives thereunder will be obtained or achieved by a date provided in this Agreement or elsewhere. The Services shall be performed at such times as the Consultant shall in its sole discretion decide, in accordance with the requirements set out in this Agreement. Any times, dates or periods provided in this Agreement for provision of the Services are estimates only and the Consultant will make reasonable efforts to comply with any such time estimates. However, time is not of the essence in respect of the Consultant's performance of the Services.
- 3.5 The Consultant shall (and shall procure that the Individual shall) provide the Client with such information in relation to the Services as the Client shall reasonably require from time to time.

#### **4. THE CLIENT'S OBLIGATIONS**

- 4.1 During the term of this Agreement, the Client shall when procuring the Services cooperate fully with the Consultant and the Individual or any Substitute. Such cooperation shall include, but is not limited to:
- a) complying with such reasonable requirements of the Consultant, the Individual or any Substitute for the provision of information, documentation, support and assistance as are necessary for performance of the Services;
  - b) ensuring that the Client's employees, workers, agents and representatives cooperate with the Consultant, the Individual or any Substitute at all times; and
  - c) paying any and all sums due under this Agreement on time.
- 4.2 The Client undertakes that any information it provides to the Consultant, the Individual or any Substitute in relation to the Services is accurate and complete.
- 4.3 The Client will pay within five working days following a demand therefor from the Consultant any additional Expenses reasonably incurred by the Consultant as a result of the Client's failure to comply with any or all of the obligations set out in this **Clause 4**.

#### **5. RIGHT OF SUBSTITUTION**

- 5.1 The Consultant may appoint one or more suitably qualified and skilled substitutes to perform all or part of the Services instead of the Individual (each a **Substitute**).

#### **6. RIGHT TO USE A THIRD PARTY FOR ADMINISTRATION**

- 6.1 The Consultant may use a third party to carry out administrative duties in connection with the Services, provided that the Consultant shall (i) be entirely responsible for the remuneration of any such third party and (ii) procure that any such third party complies with the confidentiality obligations in **Clause 12** of this Agreement.

## 7. FEES, EXPENSES AND TAXES

- 7.1 In consideration of the Consultant and/or the Substitute performing the Services, the Client shall pay the Consultant a fee of ££800/£1200/£2080/£3520 per month (plus VAT, if applicable), payable until this Agreement is terminated (the **Fee**). The Fee shall be subject to review by the parties on an annual basis from the date of this Agreement.
- 7.2 The Consultant shall provide an invoice for the provision of the Services at the end of each month setting out the hours or days worked during the period, what Services have been provided and the total amount due for the period.
- 7.3 The fee for any Additional Services required in accordance with **Clause 2.3** shall be paid by the Client at a rate of £75 per hour.
- 7.4 The Fee is not refundable and the Client shall not be entitled to deduct from any fee payable to the Consultant any sums that the Consultant or the Individual or any Substitute may owe to the Client or Group Company at any time.
- 7.5 The Consultant may also claim any out-of-pocket Expenses incurred by the Individual or any properly appointed Substitute in performing the Services.
- 7.6 Any sums due under this **Clause 7** shall be payable by such method and at such time as the Consultant shall reasonably require.
- 7.7 In the event that any sum payable under this Agreement is not paid by the Client by the due date, the Consultant shall be entitled to charge interest on such overdue amount on a daily basis until payment is made in full at a rate equal to 5% above the base rate of the Bank of England in force at that time.
- 7.8 The Client will not refuse to pay any amount which is owed to the Consultant where there is only a minor or inconsequential defect or error in the performance of the Services.

## 8. TERMINATION

- 8.1 Subject to **Clauses 8.2 and 8.3**, this Agreement shall remain in force until it is terminated by either Party giving the other Party not less than 0 days' written notice.
- 8.2 Notwithstanding **Clause 8.1**, the Client may terminate this Agreement immediately at any time by written notice to the Consultant (with no obligation to make any other payment other than any Fees and Expenses accrued to the date of termination) in the event that:
- (a) subject to **Clause (b)** or a request for re-performance under **Clause 3.3**, the Consultant or any of its employees, servants or agents commits any serious or persistent default or breach of any obligation under this Agreement which is either not capable of remedy or which, if capable of remedy, has not been remedied within 21 days of such default or breach having been notified by the Client to the Consultant; or
  - (b) the Individual fails or is unable to provide the Services to the Client for a continuous period of 0 days due to incapacity and a Substitute has not been appointed in accordance with **Clause 5**; or
  - (c) the Consultant, the Individual or any Substitute is convicted of a criminal offence (other than a motoring offence for which a fine or non-custodial penalty is imposed) which

materially and adversely affects the provision of the Services or the Client's business or reputation; or

- (d) the Consultant is the subject of any insolvency proceedings, or passes a resolution with a view to its winding up or administration or liquidation or has a receiver appointed over any of its property or assets, or has entered into any composition, compromise, assignment or arrangement with all or any class of creditors; or
- (e) the Consultant, the Individual or any Substitute has committed any act of fraud or dishonesty or has done anything with the intention of bringing any Group Company into disrepute.

8.3 Notwithstanding **Clause 8.1**, the Consultant may terminate this Agreement immediately at any time by written notice to the Client (with no obligation to undertake any further performance of the Services) in the event that:

- (a) the Client commits any serious or persistent default or breach of any obligation under this Agreement, which is either not capable of remedy or which, if capable of remedy, has not been remedied within 21 days of such default or breach having been notified by the Consultant to the Client; or
- (b) the Client fails to pay the Fee, or any part thereof, within 0 days of payment falling due;
- (c) any Group Company is convicted of a criminal offence which materially and adversely affects the provision of the Services or the Consultant's or the Individual's or any Substitute's business or reputation; or
- (d) any Group Company is the subject of insolvency proceedings or passes a resolution with a view to its winding up or administration or liquidation or has a receiver appointed over any of its property or assets, or has entered into any composition, compromise, assignment or arrangement with all or any class of creditors; or
- (e) any Group Company has committed any act of fraud or dishonesty or has done anything with the intention of bringing the Consultant or the Individual or any Substitute into disrepute.

8.4 On termination of this Agreement for whatever reason, the Client shall pay for all of the Services provided and Expenses incurred up to and including the date of termination, and for all Expenses incurred by the Consultant following the date of termination from commitments reasonably and necessarily incurred in relation to the Consultant's performance of the Services prior to termination.

8.5 For the avoidance of any doubt, any delay in the exercise of either Party's rights under this **Clause 8** shall not mean that the Party has waived its rights to exercise them.

## **9. PROPERTY AND INTELLECTUAL PROPERTY**

9.1 Any property or Intellectual Property Rights in any material owned by the Consultant shall belong to the Consultant and the Client shall not cause or permit anything to endanger those rights or title, or permit, assist or encourage others to do so.

9.2 Any property or Intellectual Property Rights in any material owned by the Client shall belong to the Client and the Consultant shall not cause or permit anything to endanger those rights or title, or permit, assist or encourage others to do so.

9.3 **Clauses 9.1** and **9.2** are subject to the right of the Parties to use any such material so far as is reasonably required to carry out the terms of this Agreement.

9.4 The Client warrants that any material, whether comprising documents, data, records or any other materials, that it provides to the Consultant, the Individual or any Substitute under the terms of this Agreement does not infringe the Intellectual Property Rights of any third party. The Client agrees to indemnify the Consultant against any loss, damage, cost, expense or claim of any kind that may arise as a result of an infringement.

## **10. LIABILITY**

10.1 Except in the case of death or personal injury caused by the negligence of the Consultant, the Individual or any Substitute, the liability of the Consultant under or in connection with this Agreement however so arising shall not exceed the total fees paid under this Agreement.

10.2 Neither Party will be liable to the other Party in contract, tort, negligence, breach of statutory duty or otherwise for any form of indirect, consequential or special loss, including without limitation any economic loss or other loss of turnover or profits, loss or corruption of any data, database or software, loss of business, contracts or commercial opportunities or any other form of pure economic loss. This clause shall not apply to **Clause 11.1**.

10.3 Neither Party shall be liable to the other or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement due to circumstances beyond the reasonable control of that Party. Such circumstances include – but are not limited to – industrial action, lock out, trade dispute, accident, fire, flood, natural disaster, power failure or internet service provider failure. As soon as reasonably possible after the discovery of such circumstances, the affected Party must notify the other Party in writing of any anticipated or existing delay or failure in performance.

## **11. INDEMNITY**

11.1 The Client shall indemnify the Consultant from and against all claims and losses arising from loss, damage, liability, injury to the Consultant, its employees and third parties, infringement of third party Intellectual Property Rights or third party losses by reason of or arising out of any information supplied to the Consultant, the Individual or any Substitute by or on behalf of the Client.

## **12. CONFIDENTIALITY**

12.1 The Parties will use their reasonable endeavours to keep confidential any Information relating to the other Party that is provided or otherwise accessed in the performance of this Agreement. Neither Party shall disclose any Information of the other Party without the consent of the other Party, and the Client shall not disclose any confidential information of the Individual or any Substitute without the consent of the Consultant, except in order to comply with law or regulation or the order of a court of competent jurisdiction or as required in connection with legal proceedings relating to or arising out of this Agreement.

12.2 The Parties' obligations under **Clause 12.1** shall continue after termination or completion of this Agreement unless or until the Information concerned becomes public knowledge or is otherwise in the public domain through no fault of the Party bound to keep its confidentiality under this clause.

12.3 For the avoidance of doubt, the restrictions in this Agreement shall not apply to any Information that was known by or in the possession of either Party, and in the case of the Consultant shall not apply to any information of the Client that was known by or in the possession of the Individual or any Substitute, prior to it being provided during the course of the performance of the Services.

12.4 The Client acknowledges that the Consultant, the Individual and any Substitute will use and rely on the Client's Information and other Information available from public and non-public sources in performing the Services. The Consultant does not assume any responsibility for the truthfulness or accuracy of any Information provided to it or the Individual or any Substitute by the Client.

### **13. CONFLICTS OF INTEREST**

13.1 Nothing in this Agreement shall prevent the Consultant, the Individual or any Substitute from providing services to or undertaking any other business or profession or being or becoming an employee, consultant, or agent of or adviser to any other company, firm or person, or assisting or having any financial interest in any other business or profession.

### **14. RELATIONSHIP OF THE PARTIES**

14.1 The relationship of the Consultant and the Individual and any Substitute to the Client shall be that of an independent contractor.

14.2 Nothing in this Agreement or by virtue of its performance shall create or be deemed to create between the Client on the one hand and the Consultant, the Individual or any Substitute on the other hand:

- (f) a partnership or joint venture; or
- (g) a relationship of principal and agent; or
- (h) a relationship of employer and employee; or
- (i) a relationship of employer and worker.

14.3 Neither the Client nor the Consultant shall be entitled to enter into agreements or other arrangements on behalf of the other (or otherwise act as agent for the other).

14.4 Neither Party shall refer to or mention the other Party's name to any third party or in any press announcements, advertisements or news articles without such other Party's prior consent (such consent not to be unreasonably withheld or delayed).

### **15. DATA PROTECTION**

15.1 The Client consents to the holding and processing both electronically and manually of any data (including sensitive personal data as defined by the Data Protection Act 2018) which relates to the Client or any other Group Company or any of its or their staff or clients that the Consultant, the Individual or any Substitute collects in the provision of the Services and for compliance with applicable procedures, laws and regulations. The Client consents to the transfer of such personal information to third parties whether or not outside the United Kingdom for administrative purposes and any other purposes where it is necessary or desirable for the Consultant to do so.

15.2 The Consultant shall procure the consent of the Individual and any Substitute to the holding and processing both electronically and manually of any data (including sensitive personal data as defined by the Data Protection Act 2018) which relates to the Individual or any Substitute that the Client or any

other Group Company collects for the purposes of the administration and management of its business and for compliance with applicable procedures, laws and regulations. The Consultant shall procure the consent of the Individual and any Substitute to the transfer of such personal information to other offices that the Client may have or to any other Group Company or to other third parties whether or not outside the United Kingdom for administrative purposes and any other purposes where it is necessary or desirable for the Client to do so.

- 15.3 Both Parties agree, and the Consultant shall procure the agreement of the Individual and any Substitute, to:
- a) take appropriate technical and organisational measures against the unauthorised or unlawful processing of any data relating to the other Party or any of its or their staff or clients and against accidental loss or destruction of, or damage to, any such data;
  - b) process data relating to the other Party or, in relation to the Client, any Group Company or, in relation to the Consultant, the Individual or any Substitute, or any of its or their staff or clients, only in accordance with the other Party's instructions; and
  - c) provide to the other Party such information regarding compliance with the requirements of this **Clause 15.3** as that Party may from time-to-time reasonably require to enable it to comply with its data protection obligations.

## 16. NOTICES

- 16.1 Any notice to be given under this Agreement shall be given in writing and addressed to the Party concerned at the address shown herein (or such other addresses as notified by the Parties in writing from time to time) and may be sent by registered first class post and/or personally by hand delivery or courier service. Any such notice shall be deemed duly given as follows: if given personally it shall take effect immediately when given (irrespective of the time or date of its receipt) or if sent by registered first class post, 48 hours after it is posted.

## 17. GENERAL

- 17.1 Any reference in this Agreement to:
- a) one gender includes a reference to all genders;
  - b) a clause is, except where expressly stated otherwise, to a clause of this Agreement;
  - c) any statute is to that statute as from time to time amended, re-enacted or replaced and to all instruments, orders and regulations under it; and
  - d) the singular includes the plural and vice versa.
- 17.2 The terms of this Agreement represent the entire agreement between the Parties and supersede any previous representations or agreements whether recorded in writing or otherwise. Both Parties agree that the terms of this Agreement are fair and reasonable in all circumstances.
- 17.3 **Clause 12** (Confidentiality) shall survive termination or expiry of this Agreement. Termination of this Agreement shall not prejudice or affect the rights of either Party against the other regarding any breach of this Agreement or in respect of any monies payable by one party to the other for the period prior to termination or expiry.



- 17.4 The provisions of this Agreement shall be severable and if any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions shall remain enforceable to the fullest extent permitted by law.
- 17.5 Neither Party shall be liable for any delay or failure to perform any part of this Agreement due to circumstances beyond the reasonable control of that Party. Such circumstances include—but are not limited to—industrial action, lock out, trade dispute, accident, fire, flood, natural disaster, power failure or internet service provider failure. As soon as is reasonably possible after the discovery of such circumstances, the affected party must notify the other party in writing of any anticipated or existing delay or failure in performance.
- 17.6 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same agreement. Facsimile and scanned copy signatures shall be valid and binding to the same extent as original signatures.
- 17.7 Other than as provided for in **Clause 5**, neither Party shall be permitted to assign, novate or otherwise transfer any of its rights or obligations under this Agreement without the other Party's prior written consent.
- 17.8 A person who is not a Party to this Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.
- 17.9 This Agreement shall be governed by, and construed in accordance with, English law and the Parties submit to the exclusive jurisdiction of the English courts for all purposes relating to this Agreement.

**This Agreement** is executed by each of the parties on the date first stated above.

SIGNED by [●], duly authorised for and on behalf of  
MRJP CONSULTING LIMITED

.....

[●]

Director

SIGNED by YOUR NAME, duly authorised for and  
on behalf of YOUR COMPANY

.....

YOUR NAME

Director