

CONSULTANCY CONTRACT

**THIS AGREEMENT** is made \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_ between Team Cullen Management Consultants of 30-32 Knowsley Business Resource Centre, Admin Road, Knowsley, Merseyside L33 7TX (the Consultants) and \_\_\_\_\_ of \_\_\_\_\_ (the Client).

1. The Consultants agree to carry out for the Client the schedule of works set out in Appendix 1.
2. The Consultants will perform the works in accordance with the work programme set out in Appendix 2.
3. The Client will pay the agreed sum of \_\_\_\_\_ exclusive of VAT and expenses. The Client will process payment in accordance with the schedule set out in Appendix 3 and against the issue of invoice.
4. Both the Consultant and the Client recognise the need for flexibility and may, by agreement, amend the programme or payment schedule e.g. for periods of shutdown or sickness etc. Both parties must agree, in writing any change to Appendix(s) 1,2 & 3.
5. The Consultants will carry out the work with proper skill and care and to reasonable satisfaction of the Client.
6. The Consultants shall not assign this agreement or any part without the prior consent of the Client.
7. The Consultants shall not at any time during or after the engagement divulge or allow to be divulged any confidential information relating to the business or affairs of the Client without written consent.
8. The Client will have total freedom of use of all materials, of whatever type, made available to it by the Consultants in the provision of the schedule of works.
9. The Client agrees free access in the pursuit of works and due diligence of staff assigned to complete works and tasks set out against Appendix 2.
10. The Consultants will indemnify and keep indemnified the Client from and against any and all actions, loss, claims, damage or liability (whether criminal or civil) suffered.
11. Any termination of contract must be in writing specifying notice period (not less than one month, either way) and stating the breach of provision.
12. The following obligations are conditions of this agreement and any breach of them shall be deemed a fundamental breach which shall terminate this agreement immediately and the rights and liabilities of the parties shall then be terminated:
  - Failure to observe and comply with any notice issued under this agreement shall be a breach of the terms of notice.
  - The levying of any distress or execution against the Consultants or the making by it of any composition or arrangement with creditors or being a company liquidation.
  - The doing or permitting of any act which conflicts against the Consultants rights directly or indirectly prejudice Intellectual Property or put in jeopardy.
  - Failure of the Client to ensure the health & safety of the Consultants, while on duty on their behalf or on their premises.
13. In the event of the termination of this agreement under the terms of clause 12.
  - The Consultants will be compensated to the equal of 3 months payment or the balance of schedule 3 whichever is the lesser.
  - Either party may take action against the other in respect of any matter arising prior to termination.
14. Both parties agree to abide by the legislation governing data protection, health & safety and equal opportunities & diversity.
15. This agreement shall be governed by English Law.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name (printed) \_\_\_\_\_ Position \_\_\_\_\_  
(for and on behalf of Team Cullen Management Consultants)

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name (printed) \_\_\_\_\_ Position \_\_\_\_\_  
(for and on behalf of .....)

