



# **AGREEMENT - TERMS & CONDITIONS**

## **Term of Agreement**

1. The term of the Agreement (the "Term") will begin on the date agreed in writing by the client and consultant prior to commencement of any activity and will remain in full force and effect until the date expressed in this agreement or the agreed project is completed. Earlier termination is subject to the terms of the signed agreement or written communication, whichever is later and the client must pay for any agreed project work or remaining consultation services already delivered by the consultant.

## **Services Provided**

2. The Client hereby agrees to engage the Consultant to provide the Client with the following consulting services (the "Services"):
  - o Marketing and design services.
3. The Services will also include any other consulting tasks which the Parties may agree on. The Consultant hereby agrees to provide such Services to the Client.

## **Payment**

4. The Consultant will charge the Client for the Services as follows (the "Payment"):
  - a. As agreed in writing between the client and consultant by prior quote, or rate as agreed in the Agreement.
5. Invoices submitted by the Consultant to the Client are due within 30 days of receipt.
6. In the event that this Agreement is terminated by the Client prior to completion of the Services but where the Services have been partially performed, the Consultant will be entitled to pro rata payment of the Payment to the date of termination provided that there has been no breach of contract on the part of the Consultant.
7. The Consultant will be responsible for all income tax liabilities and National Insurance or similar contributions relating to the Payment and the Consultant

will indemnify the Client in respect of any such payments required to be made by the Client.

10. The Consultant will be solely responsible for the payment of all remuneration and benefits due to the employees of the Consultant, including any National Insurance, income tax and any other form of taxation or social security costs.

### **Reimbursement of Expenses**

11. The Consultant will be reimbursed from time to time for reasonable and necessary expenses incurred by the Consultant in connection with providing the Services.
12. All expenses must be pre-approved by the Client.

### **Interest on Late Payments**

13. Interest payable on any overdue amounts under this Agreement is charged at a rate of 12.00% per annum or at the maximum rate enforceable under applicable legislation, whichever is lower.

### **Confidentiality**

14. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
15. The Consultant agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Consultant has obtained, except as authorised by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.
16. All written and oral information and material disclosed or provided by the Client to the Consultant under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Consultant.

### **Ownership of Intellectual Property**

17. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trade mark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.

18. The Consultant may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Consultant will be responsible for any and all damages resulting from the unauthorised use of the Intellectual Property.

### **Return of Property**

19. Upon the expiry or termination of this Agreement, the Consultant will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

### **Capacity/Independent Contractor**

20. In providing the Services under this Agreement it is expressly agreed that the Consultant is acting as an independent contractor and not as an employee. The Consultant and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

### **Right of Substitution**

21. Except as otherwise provided in this Agreement, the Consultant may, at the Consultant's absolute discretion, engage a third party sub-contractor to perform some or all of the obligations of the Consultant under this Agreement and the Client will not hire or engage any third parties to assist with the provision of the Services.

22. In the event that the Consultant hires a sub-contractor:

- o the Consultant will pay the sub-contractor for its services and the Compensation will remain payable by the Client to the Consultant.
- o for the purposes of the indemnification clause of this Agreement, the sub-contractor is an agent of the Consultant.

### **Autonomy**

23. Except as otherwise provided in this Agreement, the Consultant will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Consultant will work autonomously and not at the direction of the Client. However, the Consultant will be responsive to the reasonable needs and concerns of the Client.

### **Equipment**

24. Except as otherwise provided in this Agreement, the Consultant will provide at the Consultant's own expense, any and all equipment, software, materials and any other supplies necessary to deliver the Services in accordance with the Agreement.

## **No Exclusivity**

25. The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

## **Notice**

26. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the head office address or to such other address as either Party may from time to time notify the other.

## **Indemnification**

27. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

### Modification of Agreement

28. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorised representative of each Party.

## **Time of the Essence**

29. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

## **Assignment**

30. The Consultant will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

## **Entire Agreement**

31. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

## **Enurement**

32. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

## **Titles/Headings**

33. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

## **Gender**

34. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

## **Governing Law**

35. This Agreement will be governed by and construed in accordance with the laws of England.

## **Severability**

36. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

## **Waiver**

37. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

## **Force Majeure**

38. 1 In this clause, Force Majeure Event means any circumstance not within a party's reasonable control including, without limitation:

38.1.1 acts of God, flood, drought, earthquake or other natural disaster;

38.1.2 epidemic or pandemic;

38.1.3 terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;

38.1.4 nuclear, chemical or biological contamination or sonic boom;

38.1.5 any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;

38.1.6 collapse of buildings, fire, explosion or accident; and

38.1.7 non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause); and

38.1.8 .interruption or failure of utility service.

38.2. If a party is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event (Affected Party), the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

38.3 The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.

38.4 The Affected Party shall:

38.4.1 as soon as reasonably practicable after the start of the Force Majeure Event], notify the other party of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and

38.4.2 use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

38.5 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 2 weeks, the party not affected by the Force Majeure Event may terminate this Agreement by giving 1 weeks' written notice to the Affected Party.