CONSULTANT AGREEMENT

THIS AGREEMENT made [ DATE ].

BY AND BETWEEN

(“the Company”)

AND

[ ] (“the Consultant”) Registered address [ ] (Company registration [ ]

WHEREAS

1. The Consultant agrees to provide [ DESCRIPTION OF SERVICES]. as described herein,
2. The Company wishes to engage the services of the Consultant.

1 DEFINITIONS

1.1  The following definitions shall be used for the purpose of interpreting the Agreement.

1.2  “Affiliate” shall mean any subsidiary or parent or holding company of any company or any other subsidiary of such parent or holding company, or any person subcontracted or employed by the Consultant.

1.2.1  “Agreement” shall mean this Agreement including the annexes hereto, and any other document specifically included by reference.

1.2.2  “Company” shall mean the Company and its respective directors, officers and employees.

1.2.3  Consultant” shall mean the Consultant, and if applicable their Affiliates and its and their respective Affiliates and each of their respective directors, officers and employees (including agency personnel) but shall not include any member of the Company.

1.2.4  “Party” means Company or Consultant as the context so permits and “Parties” means both of them together.

1.2.5  “Third Party” means any party who is not a member of the Company or the Consultant Group.

1.3  Any reference to statute, statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re- enactment and includes any subordinate legislation for the time being in force made under it.

1.4  Unless the context otherwise requires, words importing the singular shall include the plural, and words importing the masculine gender shall include the feminine and neuter genders and vice versa.

1.5 “Work” shall mean undertaking professional presentations, meetings, research or other related technical or business activities for the company including telephone calls. Travelling time shall be paid for within the daily rate agreed by both parties but for clarity of definition is not considered work.

2 SCOPE OF WORK

2.1  The Consultant shall supply the services specified in Annex A and any other related services subsequently requested in writing as the Company may reasonably require (“the Services”).

2.2  Any and all documents or information, or any part thereof of every description, produced or received by the Consultant and any extrapolations there from which are or could be construed to be part of the Services are, or shall become, the property of the Company under all jurisdictions. The Company shall have the copyright to all the foregoing and the right to use the same in any manner where and when the Company may determine.

2.3  The basis of this Agreement is the provision of a named individual or individuals as agreed by the Company.

3 CONDUCT OF WORK

3.1  The Consultant shall perform the Services in a diligent, skilful and professional manner and in accordance with recognised professional or relevant practice.

3.2  The Consultant shall immediately remedy at their expense any defect in the Services identified by the Company.

3.3 The Consultant shall fully co-operate with other contractors utilised by the Company and give them all reasonable assistance with respect to the work being performed by them for the Company.

3.4  The Company shall have the right of access to and inspection of all Services hereunder at all reasonable hours and wherever performed.

3.5  The Consultant warrants that any equipment provided or used or supplied by it in connection with the Services shall be in proper working condition and the Consultant hereby agrees to maintain it in that condition at their own cost, failing which to replace it. The Consultant shall ensure that all equipment provided by it shall be suitably certified as may be required by law or good industry practice or specifications.

4 INDEPENDENT CONTRACTOR

4.1 The Consultant shall supply the Services as an independent contractor and not as agent or employee of the Company.

5 REPORTING

5.1  The Consultant shall report to a Company Representative who shall be nominated in Annex A and who may be varied from time to time by written notice.

5.2  The Consultant shall communicate and liaise with the Company Representative and where appropriate shall conform to any request or direction they may give.

6 COMPENSATION

6.1 The Company will pay the Consultant for the Services as detailed in Annex A in accordance with Annex C. Unless otherwise stated in Annex C, all amounts will be payable within 30 days from receipt of invoice subject to all the requirements and obligations of the Agreement being satisfactory.

7 CONTRACT DURATION AND EARLY TERMINATION

7.1  This Agreement shall commence and will continue in force as specified in Annex A. The notice period is specified in Annex A.

7.2  In any case of termination, the Consultant shall return to the Company all computer equipment, mobile phone, other equipment, documents and other information issued by the Company to the Consultant for the execution of the Services and shall also deliver to the Company all other data, documentation and other information relevant to the Services.

8 TAXES

8.1 The Consultant shall:

a)  indemnify and hold the Company harmless from any and all claims for taxes, social security payments or other charges which may be levied on wages and salaries;

b)  pay promptly when due any lawful income tax or tax on profits or gains or other similar charge levied by any other government or governmental agency having jurisdiction over the Consultant and will indemnify and hold the Company harmless by reason of his failure to do so in any case;

c)  file all returns and pay within thirty days of it becoming due and payable, any tax due in respect of any profits or gains arising from payments made by the Company to the Consultant and further agrees to indemnify and hold harmless the Company against all costs, charges and expenses which may be incurred by the Company in connection with any default by the Consultant;

d)  pay all import and export charges, taxes, customs and excise duties, inspection fees, agent’s fees, landing costs, and other similar taxes, charges or fees levied on the Consultant’s equipment;

9 ASSIGNMENT

9.1  The Consultant shall not transfer, sub-contract or assign this Agreement in whole or in part without the prior written consent of the Company.

9.2  If the Company shall give such consent to the aforesaid, then such consent shall not relieve the Consultant of any of their obligations under this Agreement.

9.3  The Company may at any time freely assign all or part of its rights and obligations under this Agreement notifying the Consultant of its intention to do so within a reasonable period of time.

9.4  Any assignment of this Agreement shall be evidenced by the execution of a formal assignment agreement.

10 LIABILITIES AND INDEMNITIES

10.1 The Consultant shall be responsible for and shall save indemnify, defend and hold harmless the Company from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of

a) personal injury, including death or disease or loss of or damage to the property (whether owned leased or hired) of the Consultant Group relating to or in connection with the performance or non performance of the Agreement; and

b) personal injury, including death or disease or loss of or damage to the property of any Third Party to the extent that any such injury loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the Consultant.

10.2 The Company shall be responsible for and shall save indemnify, defend and hold harmless the Consultant from and against all claims, losses damages, costs (including legal costs) expenses and liabilities in respect of

c) personal injury, including death or disease or loss of or damage to the property (whether owned leased or hired) of the Company relating to or in connection with the performance or non - performance of the Agreement; and

10.3  Neither Party shall be liable to the other for such other's indirect or consequential losses including, but not limited to loss of profit or anticipated profit, loss of use, loss of production, loss of revenue or business interruption irrespective of negligence, breach of contract or other breach of legal duty.

10.4  If either Party becomes aware of any incident likely to give rise to a claim under the above indemnities, it shall notify the other and both Parties shall co-operate fully in investigating the incident.

11 INSURANCE

11.1  At all times during the provision of the Services the Consultant shall take out and maintain insurance as set out in Annex A and shall carry or provide any other insurance which the Consultant is required to hold under the laws of any country in which the Services are to be performed.

11.2  SAFETY OBLIGATIONS

11.3  The Consultant agrees to comply with reasonable company safety procedures if provided and if applicable, to the Services in annex A.

11.4  The Consultant shall be responsible for complying with all relevant safety laws and regulations and for taking all necessary safety precautions related to or arising out of the performance of the Agreement in order to protect the Services, the Company personnel, the general public, all other persons, Company property and the property of third parties.

11.5  The Consultant shall establish all necessary health and safety regulations issued by the relevant and competent authorities. The Consultant shall ensure that all relevant employees, officers, representatives and agents and any sub-contractors, their employees, officers, representatives and agents are notified of and abide by all applicable rules, safety regulations and precautions issued by the relevant and competent authorities or the Consultant.

11.6  The Consultant shall obtain and maintain all licences, permits, temporary permits and authorisations required under any applicable laws, rules and regulations for the performance of the Services required to be taken in the Consultant’s name and shall make these available to the Company immediately on request.

11.7   Any person on Company controlled property found in possession of controlled drugs will be referred to the appropriate legal authorities.

1. COMPLIANCE WITH LAWS AND REGULATIONS

The Consultant agrees to comply with all laws, rules and regulations of all Government and other applicable authorities and jurisdictions.

13  NOTICES

13.1 All notices and other communications required by this Agreement shall be in writing and shall be sent by prepaid mail or by e- mail. Any such notice or other communication shall be deemed to have been received by the addressee two working days following the date of its despatch by prepaid signed for mail or, if given by hand delivered letter or sent by e-mail, simultaneously with its delivery or transmission. To prove the giving of a notice or other communication it shall be sufficient to show that it was despatched.

14 FORCE MAJEURE

14.1 No failure or omission by either party to carry out or observe any of the stipulations, conditions or obligations to be performed hereunder shall, except as herein expressly agreed to the contrary, give rise to any claim against such party or be deemed to be a breach of contract, if any such failure or omission arises from a cause reasonably beyond the control of such party.

15 CONFIDENTIAL INFORMATION

15.1  The Consultant shall hold in confidence and shall not use in any way other than for providing the Service, any information disclosed to the Consultant by the Company.

15.2  All information such as, but not limited to, correspondence, patents, drawings, processes, product prices, costs, research, technical manufacturing or commercial activities, maps, logs, records, data, photographs or reports furnished to the Consultant by the Company or obtained by the Consultant as a result of the Services performed by Consultant for Company, or extrapolated from any or all of the foregoing shall be treated by the Consultant as confidential information and the confidential property of the Company. Upon the termination of this Agreement the Consultant shall return any of the foregoing and any notes, memoranda or information, in whatever form, concerning the Services or the business of the Company as may be made or received by the Consultant during the course of this Agreement or acknowledge in writing that same and any copies thereof have been destroyed.

15.3  The Consultant shall not engage directly or indirectly in competitive activities against the Company during the course of the contract and shall be liable personally at law for costs and damages in the event that such activities are undertaken.

16 DISCLOSURE OF INFORMATION

16.1 The Consultant shall not disclose at any time during the term of this Agreement or for a period as defined in Annex E from the date of termination of this Agreement, any Confidential Information as referred to under Article 15, or information regarding the Company’s operations, or regarding the Services, to any other legal entity, organisation or individual without the prior written consent of the Company. In this context the Consultant shall have no contact with the media, the press or any trade or professional publication of any nature without the prior written consent of the Company.

17 AUDIT AND INSPECTION OF RECORDS

17.1 All invoices submitted hereunder shall be in such detail and shall be substantiated as the Company may direct. The Consultant shall maintain complete and accurate records in respect of all income invoiced and/or received, arising out of or in connection with the Services. The Company or its authorised representatives, shall have the right at all reasonable times during the course of the Services and for a period of six years from the date of receipt of last invoice to audit and inspect, inter alia, such books, records, computer records and time sheets so as to verify the charges invoiced by the Consultant

18 CONFLICT OF INTEREST

18.1 The Consultant shall not pay any fee, commission, rebate or anything of value to or for the benefit of any employee of the Company, nor will the Consultant do business with any company knowing the results might directly benefit an employee of the Company. The Consultant shall use their best efforts not to permit any of its associates or employees to engage in any activities contrary or detrimental to the best interests of the Company.

19 RIGHTS

19.1  Failure by either party hereto at any time or from time to time to enforce or demand the performance of or adherence to any of the terms of this Agreement shall not constitute a waiver of any of that party’s rights under this Agreement.

19.2  Except as provided under Article 10, a person who is not a party to this Agreement shall not have any rights to enforce any term of this Agreement.

19.3  The rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement is not subject to the consent of any person that is not a party to this Agreement.

20 APPLICABLE LAW AND JURISDICTION

20.1 This Agreement shall be construed and interpreted in accordance with the laws of England and the parties hereto hereby submit to the exclusive jurisdiction of the legal process in England.

21 ENTIRE AGREEMENT AND AMENDMENTS

21.1  This Agreement and Exhibits hereto constitutes the entire Agreement between the Consultant and the Company; no prior written or oral representations shall be binding.

21.2  The Company may, from time to time, by written request, require a variation to the Services, by altering, adding to or deducting from the Scope of Work. The Consultant shall promptly respond to such request in writing notifying the Company of any change in price or time required for completion of the Services on account of such variation.

21.3  No claim by the Consultant for extra, additional or different work, or any extension of time within which to complete the Services will be allowed without the Company’s written authorisation, in the form of a fully executed Amendment to this Agreement prior to the undertaking or incurring of any expense in connection therewith.

ANNEX A

SERVICES

The designated Consultant is [ ] and he/she/they shall assume full responsibility for the performance, completion, technical competence and provision of all services necessary to complete the following:

1. LOCATION OF BUSINESS DEVELOPMENT ACTIVITIES

a. [ name of consultant ] will be [home/office based] and agrees to undertake consultancy services as required by the Company [within the UK and other locations as mutually agreed]. Specifically, [visits to ]will be required.

1. REPORTING
2. [NAME OF CONSULTANT] will report exclusively to [NAME OF COMPANY REPRESENTATIVE], the designated Company Representative, on all [matters of………………..]. If [COMPANY REPRESENTATIVE] is unable to accept reports for whatever reason, [NAME OF CONSULTANT] will then report to the Board of Directors, of the Company through any one of the appointed Board Members.

4  DUTIES AND RESPONSIBILITIES

Primary:

Secondary:

Overarching:

Participation

5  PERFORMANCE

* 1. [ ]
  2. Notice period for breach of agreement terms shall be immediate by either party.
  3. For routine business termination the notice period will be 30 days for either party irrespective of the initial anticipated term.

**ANNEX B**

**INVOICING AND INCLUSIVE AND EXCLUSIVE COSTS**

* 1. The inclusive rates set out at Annex C are for [NAME OF CONSULTANT] to perform the Services as defined in Annex A, and shall include all costs and expenses incurred in providing the necessary input, labour, supervision and management at the rates shown.
  2. Travel and accommodation for the Consultant to work away from their designated location shall be reimbursed at documented cost with prior witten agreement
  3. **Other Reimbursable Costs**

Other reimbursable costs, as agreed including (examples only) travel and accommodation costs incurred when travelling outside the Consultants [home town] with prior written agreeement

* 1. **Invoicing Schedule**

The Consultant shall submit their invoices monthly in arrears and each invoice shall include a report, and any additional expenses summary. Invoices shall be addressed to:[…………………………………………………..]

* 1. **Payments**

The Company will make payments to the Consultant only to payee bank accounts that are in the same name and bank account as the Consultant, unless otherwise by prior written agreement between the Company and the Consultant.

ANNEX C: RATES

1. The following rate is applicable in pounds sterling and represents the total amount(s) payable to the Consultant for the complete performance of the Services as described in Annex A.
2. [£ ] per month based on [. ] days per [month], exclusive of VAT if applicable. Additional days can be mutually agreed between the parties at a rate of [£ ] per day.
3. Invoices shall be submitted monthly in arrears with payment effected by Company within 30 days.

Annex D : INSURANCE

The Consultant shall arrange appropriate insurance to cover inter alia:-

1. Personal, accident, injury and travel insurance such that in the event of any incident, claim or potential claim the entire responsibility lies with and remains with the consultant irrespective of cause.
2. For clarity all claims by the Consultant against the Company for any action for compensation or payment resultant from activities associated with this contract whether caused by accident or negligence are hereby expressly excluded. Payment of the agreed daily rate shall be the absolute limit of payment or obligation by company to the Consultant.

ANNEX E

FORM OF CONFIDENTIALITY AND NON COMPETING AGREEMENT

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This Agreement is entered into freely by both parties to set out and summarise aspects of 'Confidentiality' and 'Competition', it being fully acknowledged that the commercial and technical knowledge gained during employment on origination becomes the intellectual property of the Company.

This form of confidentiality and non competing agreement will apply for one month following termination plus an additional month for every partial or complete three month period of engagement up to a maximum period of 18 months thereby adding up to 6 months to the period of exclusion making a maximum of 7 months.

Exclusion periods may be increased or decreased only by documented mutual agreement.

Now therefore it is agreed as follows:-

1. All information acquired in the course of employment in the furtherance of the Company's business shall not be disclosed to third parties for personal gain or profit during the course of employment nor for periods after termination of employment subject to those periods described herein.
2. Commercial and technical information is to be kept confidential and to be used to conduct business, create commercial advantage and to further the prosperity of the Company.
3. The Consultant is aware that he/she/they will have access to and be entrusted with information in respect of the business and financing of the company and its dealings and transactions and affairs and likewise in relation to its associated Companies all of which information is or may be confidential.

3.1  The Consultant shall not, except in the proper course of his/her/their duties during or after the period of employment divulge to any person whatsoever or otherwise disclose any trade secret or manufacturing process or business arrangement or confidential information concerning any of its dealings or affairs or contractual arrangements (written or oral) with suppliers, clients or agents.

3.2  All notes and memoranda and publications and brochures or confidential information concerning the business of the company and Associated Companies or any of their suppliers, agents, distributors or customers which shall be acquired or received or made by the Consultant during the period of his/her/their employment shall be the property of the Company and shall be surrendered to a Director on termination of employment or on request of the Board at any time during the course of employment.

4. The activities of the Consultant may be determined by the Company without notice if the Consultant is guilty of any gross default or misconduct in connection with or affecting the business of the Company or in the event of any breach or non- observance by the Consultant of any of the stipulations contained in this Agreement which is materially detrimental to the Company's interest.

5. The Consultant covenants with the Company that he/she/they will not for the prescribed periods after ceasing to be employed under this Agreement without the prior written consent of the Company in connection with the carrying on any business similar to or in competition with the business of Company on his/her/their own behalf or on behalf of any person, firm or company directly or indirectly:

5.1  Seek to procure orders from or do business with any person, firm or company who has at any time during his/her/their employment done business with the Company or any Associated Companies, or

1. The Consultant covenants with the Company that he/she/they will not within the prescribed the periods after ceasing to be employed under this Agreement without the prior written consent of the Company either alone or jointly with or as manager, agent, consultant or employee of any person, firm or company directly or indirectly carry on or be engaged in any activity or business which shall be in competition with the business of the Company.
2. This Agreement contains the entire understanding between the parties and supersedes all previous agreements and arrangements (if any) relating to the employment of the employee by the Company.

Signed by Consultant:

Full name:

Date:

For Company:

Name: Date:

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Whereof the parties hereto have signed this instrument as their deed.