



CONSULTANCY SERVICES AGREEMENT - SHORT FORM (Under £10K)

(Client) Get Living London Limited having its registered office at 6th Floor, Lansdowne House, 57 Berkeley Square, London, W1J 6ER (Company Number 07793925), and any direct or indirect holding company from time to time of Get Living and any direct or indirect subsidiary from time to time of Get Living, or any direct or indirect holding company or subsidiary of any such holding company or any such subsidiary (and "**holding company**" and "**subsidiary**" shall have the meanings given to them in section 1159 of the Companies Act 2006);

and

(Consultant) XXXX incorporated and registered in England and Wales with company number **INSERT DETAILS** whose Registered office is **INSERT DETAILS**

This Agreement establishes the terms and conditions under which the Consultant provides the services through its employees and/or contractors to the Client

RELATIONSHIP BETWEEN THE CONSULTANT AND CLIENT

The Consultant acknowledges to the Client that there is no intention on the part of the Consultant, the Worker(s) or the Client to create an employment relationship between either of the parties and that the responsibility of complying with all statutory and legal requirements relating to the Workers(s), (including but not limited to the payment of taxation, maternity payments and statutory sick pay) shall fall upon and be discharged wholly and exclusively by the Consultant. The Consultant shall be responsible for any PAYE Income Tax and National Insurance Contributions and any other taxes and deductions payable in respect of its Workers in respect of the Services

The Client is under no obligation to offer further contracts or services to the Consultant nor is the Consultant under obligation to accept such contracts or services if offered. The Client acknowledges and accepts that the Consultant is in business on its own account and the Consultant shall be entitled to seek, apply for, accept and perform contracts to supply its services to any third party during the term of this Agreement.

The Consultant is not obliged to make its services available except for the performance of its obligations under this Agreement.

Services:

THE CONSULTANT will provide to Client, Services at Client's direction as agreed to in writing between THE CONSULTANT and Client. The Consultants will be suitably qualified and experienced. If at any time Client informs THE CONSULTANT that it is reasonably dissatisfied with the performance of any individual working on the Services,

THE CONSULTANT will take steps to remedy the dissatisfaction, which may at the Clients option include replacement of the individual by an alternative individual.

If reasonably requested by either party, THE CONSULTANT and Client will each appoint a named representative to act as a liaison point between the parties and to meet at agreed intervals to review the progress of the Services and discuss any issues or concerns.

Scope:

The scope for this assignment is as stated in any purchase order or works order

Timescales/Change Orders:

THE CONSULTANT will use all reasonable endeavours to meet any agreed dates for the performance of Services and shall promptly advise Client of any actual or potential delays. Any changes in the Services to be provided or the agreed performance dates will become effective only upon written agreement of both parties.

The Client will provide to THE CONSULTANT in a timely manner all assistance and information and materials which THE CONSULTANT may reasonably request for the performance of Services, and THE CONSULTANT will not be liable for delays in performance caused by any delay or failure to provide same to THE CONSULTANT.

Services shall be provided under this agreement on the basis of a seven-hour day from Monday to Friday excluding public and bank holidays ("a working day"). Additional hours will be charged on a pro-rata basis. If THE CONSULTANT provides Services for a customer of Client, Client shall

- (i) make no guarantees, warranties or representations in excess of those contained in this Agreement in relation to the Services;
- (ii) not assign, license or otherwise deal or purport to assign, license or otherwise deal with the proprietary rights of THE CONSULTANT or Third Parties unless otherwise agreed in writing in advance.

Acceptance/Charges and Payment:

Services will be deemed accepted to Client's satisfaction unless objections are raised within 7 days of delivery of the relevant deliverables by THE CONSULTANT

Unless otherwise agreed between the parties in writing, invoices for time, materials and expenses will be raised monthly in arrears or at the completion of the Services if completed in less than one month.

Any reasonably incurred expenses are to be charged separately and must be in accordance with the Clients Expenses Policy.

All correctly presented and undisputed invoices are to be paid within 30 days of receipt.

The Client has 14 days from receipt of any invoice to raise a dispute as to the costs, whereupon the Consultant will cancel the invoice and reissue for the undisputed amount.

THE CONSULTANT has the right to terminate or suspend Services at 14 days notice, if the Client is overdue with payments in respect of any undisputed invoice.

Confidential Information:

During the period of this Agreement and at all times thereafter, each party shall treat as confidential and not reproduce or disclose to any other party all information, including but not limited to, software programs whether in source or object code format, technical data, correspondence, the details of this Agreement or any services or quotation, and other material which is stated to be the confidential and/or trade secret information of the other party, or which may be reasonably presumed to be so. Each party shall safeguard such information to the same extent that it safeguards its own confidential and proprietary information and in any event with not less than a reasonable degree of protection. Notwithstanding the foregoing,

THE CONSULTANT shall be entitled to provide to third parties only such information as is necessary for it to perform its obligations in relation to the Services, or as may be required by law. The obligation of the parties not to disclose information shall not apply to information which was already in the public domain, or in the rightful possession of the other party, at the time of its disclosure, or which is disclosed as a matter of right by a third party or which passes into the public domain by acts other than the unauthorised acts of the other party.

Within thirty (30) days of the completion of the relevant Project, each party shall return all originals and any copies thereof of any confidential information of the other party. It is understood and agreed that in the event of a breach of this paragraph money or damages may not be an adequate remedy, and therefore, in addition to any other legal or equitable remedies, either party shall be entitled to seek injunctive relief to prevent an anticipated breach of confidentiality.

Proprietary Rights:

Unless otherwise agreed in writing between duly authorised representatives of the parties copyright, patents and any and all industrial and intellectual property rights in any and all computer programs, documentation, reports and all other information developed, written, provided or produced pursuant to the Services do vest or shall vest solely with THE CONSULTANT

A free licence will be granted to the Client for their use in perpetuity

Warranty/Limitation of Liability/Insurances:

THE CONSULTANT shall provide the Services in a professional manner with due care, skill and competence at a level commensurate with industry standards.

THE CONSULTANT shall not be liable for any indirect, consequential, special or incidental loss or damage suffered by Client or any third party, including loss of property, of data or of profits.

THE CONSULTANT's liability to Client or any third party, for a claim of any kind arising as a result of or related to any product or Service, whether in contract, in tort (including negligence or strict liability) or otherwise, under any warranty, condition or guarantee or otherwise, shall be limited to monetary damages and the aggregate amount thereof for all claims relating to any particular Project or product provided shall in any event be limited to a sum equivalent no greater than 2 times the aggregate amount paid to THE CONSULTANT in the previous 12 months or the contract value, whichever is the greater.

THE CONSULTANT does not exclude or limit liability for death or personal injury.

For the entirety of this agreement and for a period of 2 years following expiry, THE CONSULTANT will maintain insurances at a figure of no less than

Its public Liability £10,000,000

Its employers liability £5,000,000

Its Professional indemnity £2,000,000

Non-recruitment of personnel:

During the term of this agreement and for a period of twelve months thereafter, neither party shall directly or indirectly solicit, or procure for employment any employee with whom they have had material dealings.

Anti-bribery, Corruption and Modern Slavery:

Each Party agrees that it shall (and procure that any subcontractors, employees and agents shall) comply with all Laws, statutes, and regulations relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010. Each Party agrees that it shall not engage in any activity, practice or conduct abroad which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK.

In performing its obligations under the Agreement, the Consultant shall, and shall to the best of its abilities, comply with the Modern Slavery Act 2015. The Consultant represents and warrants to the Client that none of the officers or employees of Contractor or Contractor Personnel:

has been convicted of any offence involving slavery and human trafficking; and

having made reasonable enquiries, so far as it is aware, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of slavery or human trafficking.

The Consultant shall notify the Client as soon as it becomes aware of any breach of a material provision of this clause

Data Protection:

Each party shall comply with all applicable requirements of the Data Protection Legislation.

Without prejudice to its obligations under the Data Protection Legislation, the Consultant shall:

process/control the Data only on behalf of the Client only in accordance with Get Living's written instructions.

notify the Client promptly (and before carrying out any relevant Instruction) if it has reason to believe either party may be in breach of the Data Protection Legislation;

be under a legal obligation to process/control Data, other than under the instructions of the Client, in which case it shall inform the Client of the legal obligation, except to the extent the law prohibits it from doing so;

implement appropriate technical and organisational security measures to protect against the unlawful or unauthorised processing of the Data and against accidental loss or destruction of, or damage to, the Data, appropriate to the harm that might result from each of the same and the nature of the Data to be protected, having regard to the state of technological development and cost of implementing any measures;

not transfer the Data outside the UK or European Economic Area without the prior written approval of Get Living (in which case the Contractor shall take such additional steps as required by Get Living in advance of such transfer);

provide the Client with such reasonably requested information and assistance to allow the Client to meet its obligations under the Data Protection Legislation, including: (i) responding to requests from a data subject; (ii) enquiries from the Data Protection Regulator; and (iii) compliance with its obligations with respect to security, breach notifications and impact assessments;

notify the client promptly (within 24 hours) on becoming aware of an actual, suspected or threatened personal data breach (as defined in the Data Protection Legislation) and/or loss of, damage to, destruction, or corruption of any Data;

on termination or expiry of this Agreement or where any part of the Data is no longer required by the Consultant to provide the Services, either return or delete the Data and copies thereof, unless the Consultant is required by applicable laws to store the Data (in which case Consultant will notify Get Living of the same)

Tax Indemnity:

If THE CONSULTANT is subsequently deemed by HMRC to be a contractor within IR35, the CONSULTANT, shall be fully responsible for and shall indemnify the Client or any Group Company for and in respect of any income tax, National Insurance and social security contributions where it is deemed by HMRC that this is an employer employee relationship and unpaid taxes are due.

Term and termination:

This agreement will run for an initial 12 month terms . Either party can terminate with one month's notice at anytime.

Upon termination of any Services, the Client shall pay, on production of a correct invoice, THE CONSULTANT for all work performed up to the date of termination by THE CONSULTANT and THE CONSULTANT shall provide to Client any materials for which Client has so paid

Each party shall return to the other all materials and property including proprietary data which has been provided to it for the purposes of this Agreement and /or the relevant Services

General Provisions:

THE CONSULTANT shall not be liable for failure or delay in performance of its obligations under this Agreement if such failure or delay is due to causes beyond its reasonable control, including but not limited to Acts of God, war, terrorist action, riot, strike, lock-outs, trade disputes, third party delay, accident, fire, flood, storm, natural disaster, shortages, power or environmental failures

Any notices or other communication required to be given under this Agreement shall be given in writing and sent by recorded delivery mail and email to the registered address for the Consultant and in respect of the Client to 5 Celebration Avenue, Stratford, E20 1DB for the attention of the Procurement Manager

The waiver or failure of either party to exercise in any respect any right or remedy pursuant to this Agreement shall not be deemed a waiver of any further rights or remedies

No amendment to this Agreement shall be effective unless specifically stated to amend this Agreement and executed by authorised representatives of both parties.

In the event of any conflict between the provisions of this Agreement and any purchase order or other document issued by Client the provisions of this Agreement shall prevail.

Governing Law

This Agreement shall be governed and construed in accordance with the laws of England and Wales, and subject to the jurisdiction of the English courts. If any provision of this Agreement is found to be invalid, illegal or unenforceable it shall be considered severable and the remaining provisions shall not be impaired. Any such provision shall be interpreted to the extent possible so as to give effect to its intended purpose.

**AUTHORISED SIGNATORY
FOR CLIENT**

Name

Position

Signature

Date

**AUTHORISED SIGNATORY
FOR CONSULTANT**

Name

Position

Signature

Date