

DATED

DDMMYY

1. CAJA LIMITED

AND

2. CLIENT COMPANY NAME

CONSULTANCY SERVICE AGREEMENT

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THIS AGREEMENT is made on the **DD MM YY**

BETWEEN:

- (1) **CAJA LIMITED** whose registered office is at Newport House, Newport Road, Stafford, Staffordshire, ST16 1DA ("**Company**")
- (2) **CLIENT COMPANY NAME** whose registered office is at CLIENT'S REGISTERED OFFICE ADDRESS

WHEREAS:

- (A) The Client has identified a need for expert help and assistance in the provision and performance of the Specified Services within its organisation.
- (B) The Company has represented that it has the required level of expertise and skill in the particular field and has agreed to provide the required assistance on the terms of this Agreement.
- (C) In reliance on the Company's skill and expertise, the Client wishes to engage the Company to provide the Specified Services on the terms of this Agreement.

IT IS HEREBY AGREED as follows:

DEFINITIONS AND INTERPRETATION

1.1 In this Agreement:

"Confidential Information" means all information which the Company may have or acquire before or after the date of this Agreement, however conveyed, which relates to the Client's business, products, operations, developments, plans or intentions, market opportunities, processes, trade secrets, know-how, personnel, suppliers and customers (whether or not designated as "Confidential Information" by the Client), all data and all information derived from any of the above, and this Agreement itself;

"Intellectual Property Rights" means patents, inventions, know how, trademarks, domain names, business names, trade names, logos, trade secrets and other confidential information, registered designs, copyright, database rights and design rights, moral rights and all registrations or applications to register any of the aforesaid items, rights in the nature of unfair competition rights and rights to sue for passing-off, and any other equivalent right in any jurisdiction worldwide or other similar intellectual property rights created, developed, subsisting or used in connection with the Specified Service and whether in existence at the date hereof or created in the future;

"Client Group" means the Client and every other company which is from time to time a subsidiary or holding company of the Client or a subsidiary of that holding company (and the terms "subsidiary" and "holding company" shall have the meanings given to them by section 1159 of the Companies Act 2006;

"Core Team" shall have the meaning as set out in Schedule 1;

"Project End Date" shall have the meaning as set out in Schedule 1;

"Project Start Date" shall have the meaning as set out in Schedule 1;

“Specified Services” means the services or advice to be provided by the Company to the Client as detailed in Schedule 1 to this Agreement;

“Specified Sum” means the agreed consideration to be paid by the Client to the Company as detailed in Schedule 1 to this Agreement;

“Substitutes” shall have the meaning set out in clause 0 of this Agreement;

“Term” shall have the meaning set out in clause 4.1 below; and

“Works” means all output whether electronic, documentary, tangible or intangible, developed, written or prepared by the Company (including its employees), whether individually, collectively or jointly with the Client, in performing the Specified Services.

- 1.2 The headings in this Agreement are inserted for convenience only and shall not affect its construction.
- 1.3 A reference to a particular law 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, a reference to one gender shall include a reference to the other genders.
- 1.5 Unless the context otherwise requires, words in the singular include the plural and in the plural, include the singular.
- 1.6 The Schedules to this agreement form part of (and are incorporated into) this Agreement.

AGREEMENT

In consideration of the payment of the Specified Sum by the Client to the Company the Company shall provide the Specified Services.

SPECIFIED SERVICES

- 2.1 The Company shall provide the Specified Services to the Client subject to the terms of this Agreement.
- 2.2 Any changes or additions to the Specified Services or the terms of this Agreement will be valid only if agreed in writing by the Company and the Client.
- 2.3 The Company shall provide the Specified Services and shall take all reasonable steps to comply with any timetable or other targets for the progress or delivery or completion of the Specified Services agreed in writing between the parties.
- 2.4 The Company may at any time and without necessarily giving the Client prior notification make any changes to the Specified Services which are necessary to comply with any applicable statutory safety requirements. It shall however promptly notify the Client of any planned or actual change.
- 2.5 The Specified Services will primarily be delivered from the Company’s registered office. The Specified Services will be carried out from the Client's offices from time to time where this is reasonably necessary in order to carry out the Specific Services.

DURATION AND TERMINATION

- 3.1 This Agreement shall commence from the Project Start Date and shall remain in force and effect until the Project End Date, as per Schedule 1, or, until, a period of notice is given of no less than 20 working days to either the Client and/or the Company, for the duration of this engagement as set out in Schedule 1, or it is terminated in accordance with clauses 4.3 or below or, by operation of law ("Term").
- 3.2 Upon termination of this Agreement as set out in clause 4, this Agreement shall cease to have any effect (save as otherwise specified in this Agreement) and the Client or any member of the Client Group shall have no obligation to provide any further work to the Company and the Company shall have no obligation to provide any further services to the Client.
- 3.3 The Client may, without prejudice to its other rights or remedies or to the other termination rights identified in this Agreement, terminate this Agreement with 20 working days written notice to the Company:
- 3.3.1 if the Company commits a material breach of this Agreement (being a single event or a series of events which are together a material breach) which:
 - 3.3.1.2 Is capable of remedy but has not been remedied within 30 days of receipt of a written notice specifying the breach and the Client's intention to terminate this Agreement if the same is not remedied;
 - 3.3.1.3 Is capable of remedy but has not been remedied within 30 days of receipt of a written notice specifying the breach and the Client's intention to terminate this Agreement if the same is not remedied;
 - 3.3.2 if the Company:
 - 3.3.2.2 is, or is adjudicated or found to be, insolvent as set out in section 123 of the Insolvency Act 1986 (whether or not the Company is registered or unregistered) or stops or suspends payments of its debts or is (or is deemed to be) unable to or has no real prospect of being able to or admits inability to pay its debts as they fall due or fails to satisfy any judgment debt in whole or in part within 14 days of the judgment date;
 - 3.3.2.3 enters into an arrangement, compromise or composition in satisfaction of debts;
 - 3.3.2.4 passes a resolution or makes a determination for it to be wound up;
 - 3.3.2.5 has a winding-up order or bankruptcy order made against it;
 - 3.3.2.6 has appointed to it an administrator or administrative receiver; or
 - 3.3.3 if any of the Core Team providing the Specified Services or any Substitute is convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed);
 - 3.3.4 if the Company, any of the Core Team, or any Substitute is in the reasonable opinion of the board of directors of the Client negligent or incompetent in the performance of the Specified Services;

- 3.3.5 if the Company, any of the Core Team, or any Substitute is guilty of any fraud or dishonesty or acts in any manner which in the opinion of the Client brings or is likely to bring the Client or any member of the Client Group into disrepute or is materially adverse to the interests of the Client or any member of the Client Group.

CONSEQUENCES OF TERMINATION

- 4.1 Termination or expiry of this Agreement, however caused, shall be without prejudice to any obligations or rights of either of the parties which may have accrued before termination or expiry and shall not affect any provision of this Agreement which is expressly or by implication intended to come into effect on, or to continue in effect after, such termination or expiry.
- 4.2 Upon the termination or expiry of this Agreement the Company shall promptly return any property of the Client or any member of the Client Group (this includes but is not limited to any computer records, documentation and/or any magnetic or optical disk or memory) which it may have in its possession or control.
- 4.3 The Core Team and the Client agree to keep any such terms on which this Agreement is terminated strictly confidential and agree not to disclose, communicate or otherwise make public the same to anyone, save where such disclosure is to HM Customs & Revenue or otherwise required by law.

CLIENT'S OBLIGATIONS

- 5.1 The Client shall, at its own expense, provide the Company with all documents or other materials and data or other information reasonably necessary for the completion of the Specified Services, in sufficient time to enable the Company to provide the Specified Services in accordance with any timetable or other target for progress or completion agreed in writing between the parties.
- 5.2 The Client shall (as between it and the Company) be responsible for the content of all documents or other materials provided by it pursuant to clause 6 (other than documents or other materials produced by third parties) and shall use all reasonable endeavours to ensure the accuracy of all data or other information (other than data or other information produced by third parties but including data or other information supplied by a member of the Client Group) provided to the Company in the course of this Agreement.
- 5.3 The Client shall ensure that the Company is accorded sufficient access to any of the Client's premises, information, data or personnel and use of any equipment, which is reasonably necessary for the completion of the Specified Services or access to the information, data or personnel at members of the Client Group. Where the Company requires access to any third-party premises, information, data or personnel the Client will make reasonable efforts to arrange this for the Company.

COMPANY OBLIGATIONS

- 6.1 The Company will take all reasonable steps to ensure that the Specified Services are completed in accordance with any timetables or other targets agreed in Schedule 1.
- 6.2 As at the date of entry into this Agreement, the intention is for the Company to provide the Services through the Core Team. However, the Company may provide the Specified Services through other persons engaged by the Company ("Substitutes") provided that the Substitutes are suitably qualified and have the appropriate skills and experience and the Company shall inform the Client of the identity and qualification of any Substitutes which the Company proposes to use to provide the Specified Services. The Client may at its absolute discretion determine whether to accept such Substitutes to provide the Specified Services.
- 6.3 The Company shall procure that when providing the Specified Services, the Specified Services shall be carried out with all due care, skill and ability and shall promptly give the Client all such information and reports as the Client may reasonably require in connection with the provision of the Specified

Services.

- 6.4 The Company shall, and shall procure that the Core Team, or any Substitute, shall, agree to observe and comply with the Client's rules, regulations and policies (including without limitation its policies on equal opportunities and health and safety) and any relevant legislation affecting or relating to the business of the Client. The Client shall provide access to such rules, regulations and policies at any time upon request by the Company.
- 6.5 The Company shall immediately disclose to the Client any conflict of interest which arises in relation to the provision of the Specified Services as a result of any present or future contract or other interest of the Company, the Core Team or any Substitute.
- 6.6 The Company may use another person, firm, company or organisation to perform any administrative, clerical or secretarial functions which are reasonably incidental to the provision of the Specified Services provided that the Client will not be liable to bear the cost of such functions unless agreed by the Client.
- 6.7 The Company shall comply with all reasonable requests in respect of the Specified Services and shall promote the interests of the Client when providing the Specified Services.
- 6.8 The Company undertakes and shall procure that the Core Team and/or any Substitute shall undertake that they shall not, at any time after the termination of this Agreement for whatever reason, represent themselves as being in any way currently connected with the business or activities of the Client or any member of the Client Group.

OTHER ACTIVITIES

- 7.1 Nothing in this Agreement shall prevent the Core Team from being engaged, concerned or having any financial interest in any capacity in any other business, trade, profession or occupation, during the Term provided that:
- 7.2 such activity does not cause a breach of any of the Company's Client's obligations under this Agreement; and;
- 7.3 the Company shall not, and shall procure that the Core Team and any Substitute shall not, engage in any such activity if it relates to a business which is similar to or in any way competitive with the business of the Client or any member of the Client Group without the prior written consent of the Client.

NO EMPLOYMENT OR AGENCY

- 8.1 Nothing contained in this Agreement shall be construed or have effect as constituting any relationship of employer and employee between the Client or any member of the Client Group and the Core Team or the Client or any member of the Client Group and any Substitute.
- 8.2 Nothing in this Agreement shall constitute the Company or the Core Team or any Substitute acting as an agent of the Client or any member of the Client Group. The Client and the Core Team and/or any Substitute shall not have any right or power whatsoever to contract on behalf or any member of the Client Group or bind the Client or any member of the Client Group in any way in relation to third parties unless specifically authorised to do so by the Client or any member of the Client Group and shall not hold themselves out as having any such authority. Nothing shall prevent the Core Team or any Substitute from carrying out the Specified Services in accordance with this Agreement.
- 8.3 Nothing contained in this Agreement shall constitute a partnership or joint venture between the Client or any member of the Client Group and the Company or between the Client or any member of the Client Group and the Core Team and/or any Substitute.

INDEMNITIES

- 9.1 This Agreement constitutes a contract for the provision of services and not a contract of employment. Accordingly, the Company shall be fully responsible for the payment of all remuneration payable to and any benefits provided to the Core Team and/or any Substitute under his or her contract of employment or otherwise, including any National Insurance, income tax and any other form of taxation or social security cost in respect of his or her remuneration or benefits. The Company shall indemnify and keep indemnified the Client and any member of the Client Group against any liability, loss, damage, cost, claim or expense the Client suffers or incurs as a result of any claims against the Client for such sums and other claims arising out of the Core Team and/or any Substitute being found to be an employee of the Client (including, without limitation, any claims against the Client for any National Insurance, income tax and other contributions required by law to be paid in respect of any payments made to the Core Team or any Substitute under this Agreement).
- 9.2 Without prejudice to the indemnity in clause 10.1, if, for any reason, the Client or any member of the Client Group shall become liable to pay, or shall pay, any such taxes or other payments as referred to in clause 10.1 above, the Client shall be entitled to deduct from any amounts payable to the Company all amounts so paid or required to be paid by the Client and, to the extent that any amount of taxes paid or required to be paid by the Client shall exceed the amounts payable by the Client to the Company, the Company shall indemnify the Client in respect of such liability and shall, upon demand, forthwith reimburse the Client such excess.

WARRANTIES

- 10.1 The Company warrants to the Client that the Specified Services will be provided using reasonable care and skill to expert standard, and as far as reasonably possible in accordance with Schedule 1 to this Agreement and any timetables or other targets agreed.
- 10.2 Where in connection with the provision of the Specified Services, the Company supplies any goods, or services supplied by a third party, the Company does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall where possible, assign to the Client the benefit of any warranty, guarantee or indemnity given by the person supplying the goods to the Company.

INSURANCE

- 11.1 The Company shall take out and maintain for the duration of this Agreement public liability insurance, employer's liability insurance and professional indemnity insurance (in the case of professional indemnity insurance the Company shall continue to maintain a policy of insurance for two years following the date that this Agreement terminates) with a reputable insurer for an amount (in the case of professional indemnity insurance) not less than £100,000 per claim. On demand the Company shall provide the Client with copies of those insurance policies and sufficient evidence of their currency.

INTELLECTUAL PROPERTY

- 12.1 Except as expressly set out in this Consultancy Agreement:
- 12.2 The Client shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Company or its licensors, including:
- 12.2.1 Company Background IPRs; and
 - 12.2.2 Company Know-How,
- 12.3 The Company shall not acquire any right, title or interest in or to the Intellectual Property Rights

of the Client or its licensors, including

- 12.3.1 Client IPRs;
- 12.3.2 Project Specific IPRs;
- 12.3.3 Data; or
- 12.3.4 Client Know-How.

12.4 Where either Party acquires, by operation of law, title to Intellectual Property Rights in the performance of this Consultancy Agreement and/or as a result of the provision of the Services that is inconsistent with the allocation of title set out in Clause 0, it shall assign in writing such Intellectual Property Rights as it has acquired to the other Party (or, in respect of a Service Recipient, to the Contractor) on the request of the other Party (whenever made).

12.5 The Company shall not have any right to use the Client or any End Customers' names, logos or trade marks on any of their products or services without the Client's prior written consent.

DATA PROTECTION

13.1 For the purposes of the Data Protection Act 1998, the Company consents and shall procure that any of the Core Team and any Substitute consent to the holding, processing and accessing of personal data by the Client or any member of the Client Group relating to him or her for all purposes relating to the performance of this agreement including but not limited to transferring such personal data to a country or territory outside the European Economic Area.

GENERAL

14.1 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.

14.2 It is the intention of the parties that no term of this Agreement may be enforced by any person who is not a party to this Agreement (a "third party") notwithstanding that any such term of this Agreement may purport to confer or may be construed as conferring any benefit on such third party and irrespective of whether such third party is identified in the Agreement. The Contract (Rights of Third Parties) Act 1999 shall not apply to any provisions of this Agreement.

14.3 It is agreed that this Agreement will be governed and construed according to the laws of England and Wales and the parties submit to the non-exclusive jurisdiction of the English Courts.

14.4 All charges and other sums payable under this Agreement are exclusive of VAT (unless the contrary is expressly stated) which shall be payable by the Client at the applicable rate.

14.5 The rights and remedies of each party under, or in connection with, this Agreement may be waived only by express written notice.

14.6 No right or remedy under, or in connection with, this Agreement shall be precluded, waived or impaired by:

- 14.6.1 any failure to exercise or delay in exercising it;

- 14.6.2 any single or partial exercise of it;
- 14.6.3 any earlier waiver of it, whether in whole or in part; or
- 14.6.4 any of the above in relation to any other right or remedy (be it of similar or different character).
- 14.6.5 The rights and remedies arising under, or in connection with, this Agreement are cumulative and, except where otherwise expressly provided in this Agreement, do not exclude rights and remedies provided by law or otherwise.

CONFIDENTIALITY

15.1 The Company will, at all times during and after the term of this Agreement, keep the Confidential Information confidential and not use it or disclose it to any third party without the Client's prior written consent. The Company accepts that the Confidential Information is valuable and secret, and that its unauthorised disclosure is likely to cause the Client unquantifiable loss and damage. Disclosure of the Confidential Information to the Company's own employees and sub-contractors shall only be on a "need to know" basis.

- 15.6.2 The obligations of confidentiality set out in this clause 0 shall not apply to:
- 15.6.3 information which is or becomes within the public domain other than as a result of a breach of this clause 0;
- 15.6.4 Information which the Company can show to have been known by it before disclosure to it by the Client;
- 15.6.5 information which is or becomes available to the Company otherwise than pursuant to this Agreement and free of any restrictions as to its use or disclosure from a third party who is free to divulge it; and
- 15.6.6 the disclosure of information required to be disclosed by Law.

15.2 All notes and memoranda of any Confidential Information which shall have been acquired received or made by any of the Core Team and/or any Substitute shall be the property of the Client and shall be surrendered by the Company to someone duly authorised in its behalf at the termination of this Agreement or at the request of the Board of Directors of the Client at any time during the course of this Agreement.

IN WITNESS of which the parties have executed this Agreement the day and year first above written.

Signed for and on behalf of the

) Company by:)

) Signature

Name (block
capitals)

Managing Director/

Signed for and on behalf of the

) Client by:)

) Signature

Name (block
capitals)

Director/authorised signatory

Signature

Name (block
capitals)

Director/authorised signatory

SCHEDULE 1: PROJECT TERMS

Project Scope Specified

Services

Project Start Date

Project End Date

Project Timetable

Deliverables Specified

Sum Caja Core Team

Firstname Surname nominated Role

Firstname Surname nominated Role

Firstname Surname nominated Role

Caja Relationship Director - Caja have appointed Firstname Surname as the Assurance and Relationship Director for this project.

Rate Card relating to Specified Services: Caja 2017 Rate Card

Role	Rate	Discounted	>150 Days
Executive	£2000	£1800	£1200
Director	£1800	£1500	£1000
Programme Manager	£1200	£1000	£950
Project Manager	£1000	£800	£650
Business Analyst	£700	£550	£500
PMO Manager	£1000	£800	£750
Programme Officer	£550	£400	£350
Business Change Manager	£1000	£850	£800
Senior Communications Manager	£1000	£800	£800
Business Enterprise Architect	£1200	£1000	£950
Implementation Manager	£1100	£900	£850
Leadership Coach	£1100	£1000	£900
Lean / Process Re-Engineering Consultant	£1000	£800	£750
Subject Matter Expert	£1000	£850	£800
Quality Manager	£1000	£850	£800
Advisory Role	£1800	£1200	£1000
Organisational Design Manager	£1000	£850	£800

Expenses: The Client shall reimburse the Company (on production of such receipts of other evidence as the Client may require) in line with the Client's/Caja's expenses policy the amount of any out-of-pocket expenses such as travel and accommodation expenses properly incurred in the provision of the Specified Services.

Terms of payment: The Company will invoice the Client at the end of each calendar month. All fees and expenses will be charged as specified in the above engagement letter and are payable within 30 days (or as specified in the proposal/engagement letter) of the date of the company's invoice. Any sum which remains outstanding after the due date will bear interest on a daily basis from the original due date until paid in full. The interest rate will be calculated at a daily compound rate of 3% above the prevailing bank base rate.