

Dated **XXXXXX**

TERRAQUEST_SOLUTIONS LTD

(t/a TerraQuest)

and

[NAME OF CLIENT]

**CONTRACT FOR THE PROVISION OF
XXXXXXXXXXXXXXXX
SERVICES**

**Terraquest Solutions Limited
Contracts Section
Floor 7 & 8, Quayside Tower,
252 - 260 Broad Street,
Birmingham, B1 2HF**

TERMS AND CONDITIONS

Dated this

day of

XXXX

1. PARTIES

TerraQuest Solutions Limited trading as TerraQuest. Registered in England and Wales, Number 4653583. Registered Office 1390 Montpelier Court, Gloucester Business Park, Brockworth, Gloucester, Gloucestershire, GL3 4AH (“the Company”);

AND

[INSERT NAME OF CLIENT], whose registered office is situated at **[INSERT REGISTERED OFFICE OF THE CLIENT]** (“the Client”)

2. DEFINITIONS

Words and expressions used in this Agreement (unless the context requires otherwise) have the following meanings given to them.

“Agreement”	means this Contract and any Schedules, Appendices attached thereto which together constitute the agreement between the Parties.
“Charges”	means the charges for the services as outlined in Condition 6 and Schedule 3 to this Agreement.
“Client Data”	means the data and information owned by the Client in connection with the Services
“Confidential Information”	means all information of a confidential nature disclosed by the Client or the Company relating to the business of the Client or the Company and/or this Agreement
“Default Notice”	means a written notice given by either party to the other under Condition 13.3
“Documentation”	means the instruction manuals, user guides, and any other documentation provided by the Company in respect of the Service
“Service Schedule”	means this Service Schedule as outlined in Schedule 2 which may be amended, modified or supplemented from time to time in accordance with these provisions
“Initial Term”	means the period from the Service Commencement Date for a period of XXXX months

“Intellectual Property Rights”	means any and all patents, trade marks, trade names, service marks, copyright, moral rights, rights in design, rights in databases, know-how, Confidential Information and all or any other intellectual or industrial property rights whether or not registered or capable of registration and whether subsisting in the United Kingdom or any other part of the world together with all or any goodwill relating thereto
“Project Implementation Plan”	means the implementation plan in Schedule 6
“Service(s)”	means the Service more particularly detailed in Schedule 2 to this Agreement
“Service Commencement Date”	means XXXX
“Service Standard”	means the standards outlined in the Specification (Schedule 4) and the Service Level Agreement (Schedule 5)
“Support Policy”	means the specification of the support provided by the Company and related guidelines for the Client set out in Schedule 5
“Term”	means each succeeding period of xx months following the Initial Term

3. APPOINTMENT

3.1. The Client appoints the Company and the Company agrees to provide the Services (and any additional services requested by the Client which are reasonably connected with the Services) to the Service Standard from the Commencement Date for the Initial Term and any Term thereafter.

3.2. The Services are to be provided by the Company within the timescales detailed within **Schedule 6** of this Agreement (if applicable). The time specified for the completion of the Services shall be of the essence.

3.3. If, following the service of any Default Notice, the Company continues to materially fail to provide the Services in accordance with this Agreement, then without prejudice to any other right the Client may have in this respect but subject to the Client’s duty to mitigate its losses wherever possible, the Client may itself provide the Services or arrange for other persons to provide the Services and to the extent that such costs exceed the payment which would have otherwise have been payable to the Company for such Services, the Client may offset any costs of such services incurred by the Client against any invoices from the Company

4. STAFF

4.1. In providing the Services and any Additional Services and all other necessary professional and administrative support services, the Company shall use best endeavours to ensure that it uses the dedicated staff named in any Company proposal.

4.2. The Company shall ensure that all members of its staff are properly and sufficiently qualified, competent, skilled, honest and experienced for the Services to be performed, and at all times exercise proper care in the execution of their duties and tasks.

4.3. During this Agreement, and within 12 months of its termination, neither the Company nor the Client shall approach or make offers of employment to or engage any member of each other's staff engaged or employed in connection with this Agreement without having first obtained the written consent of the other.

4.4. Subject to prevailing employment legislation, and **Condition XX** the Client shall have the right to request that the Company remove any member of staff employed or used by the Company under this Agreement provided such requirement shall be stated in writing and not be made unreasonably.

4.5. Upon receiving a request under **Condition 4.4**, the Company shall consider the grounds for removal of the specified person and, if in agreement with the request, the Company shall remove and replace the employee as soon as possible, and in any event not later than 14 days of the Client requesting the Company of this requirement, unless the Client shall require otherwise. If the Company is not in agreement with the request, the Company shall detail the grounds for refusing the request as soon as possible, and in any event not later than 14 days of the Client requesting the Company of this requirement.

5. SUPPORT

5.1. The Company shall only respond to any request for support under this Agreement if such request is made in accordance with the reporting procedures set out in **Schedule 5**

5.2. The support Services will only be provided during the business hours as identified in **Schedule 5**

5.3. The Company shall accept no liability under this Agreement and shall have no obligation to provide the Services for:

5.3.1. Any services, software, accessories, attachments, machines, systems or other devices not specifically listed in **Schedule 1**

5.3.2. The rectification of lost or corrupted data arising for any reason other than the Company's own negligence or breach of this Agreement or defect in the Service

5.3.3. The inaccurate input of any Client Data by the Client

5.4. The Client shall ensure that only such of its personnel who have been trained by or on behalf of the Company shall be available to liaise with the Company's representatives to receive the Services. The Company shall be entitled to charge at its consultancy rates then prevailing for any additional time spent in the provision of the Services as a result of failure by the Client to make such trained personnel available.

6. CHARGES & PAYMENT

6.1. The Charges shall be paid by the Client to the Company representing the agreed and total charges

6.2. Charges are payable as follows:

6.2.1. in respect of the Initial Term a sum of £XXXXXXX shall be payable on Commencement of the Service as an Initial Charge (as detailed within the Project Implementation Plan – Schedule 6)

6.2.2. any supplementary services in connection with the Service, which are to be agreed in writing by the Company and the Client in advance.

6.3. The Company shall provide to the Client's Project Manager a monthly invoice during the Initial Term or any Term thereafter in the prescribed form and for the agreed amount.

6.4. Within 14 days of receipt of the invoice, the Project Manager shall give the Company notice of the amount that he considers is properly due.

6.5. The Client shall pay the Company the undisputed amount within 14 days of the issue of the notice in accordance with **Condition 6.4** or if no such notice has been issued, within 28 days of the date on the invoice.

6.6. Where the Services and any additional services have not been provided in accordance with this Agreement, the Client's Project Manager shall not certify that an amount is due in respect of them and shall give written reasons to the Company.

6.7. The Client shall pay VAT on the Fee at the prevailing rate provided that such VAT shall not fall due for payment until receipt by the Client of a formal VAT invoice.

6.8. The interest payable on any late payment under this Clause 6 will be 4% above the basic rate of the National Westminster Bank in force at the time, on demand from the day following the end of the specified payment period until the payment is made.

6.9. The Client may require the Company to provide additional services under this Agreement which are substantially similar or connected with, but not the same as the Services ("Additional Services").

6.10. If Additional Services are requested by the Client, payment for such additional Services will be at the rates stated within Schedule 3. The Company shall not undertake Additional Services under this condition without the express written authority of the Client. The Client will require the Company to produce an invoice in the form indicated in **Condition 6.3** above in connection with any payment for Additional Services.

7. REVIEW & ACCEPTANCE TESTING

7.1. The first two months following the Service Commencement Date, the Company and the Client will have a meeting to undertake a review of progress against the Project Implementation Plan.

7.2. Following the review in **Condition 7.1** and subject to the Client being satisfied that the Company has achieved the progress against the Project Implementation Plan, the Client will certify that the Company has achieved the requirements of the Project Implementation Plan.

7.3. In the event that the Client believes the Service fails to meet the Specification within **Schedules 4 & 5** or fails to achieve any of the timescales in the Project Implementation Plan pursuant to **Schedule 6** (excluding any delays caused by or agreed with the Client), the Client may issue a Default Notice upon the Company in accordance with **Condition 13.3** below.

7.4. The Client shall not be permitted to issue Default Notices:

7.4.1. for any delay in the Project Implementation Plan if the delay to the Project Implementation Plan is caused by the Client;

7.4.2. following the Client's certification of the User Acceptance Testing, relating to any matters outside the scope of any functional specification

but this shall not preclude the Client issuing a Default Notice(s) in respect of the Services.

7.5. The acceptance criteria for any User Acceptance Testing shall be agreed by the parties and documented within a User Acceptance Testing Plan and the Company shall perform initial tests to test if the Service meets any functional specification issued by the Client.

8. PROPRIETARY RIGHTS AND PROTECTION

8.1. All copyright or other proprietary rights in all work produced by the Company directly and exclusively in connection this Agreement shall be vested solely in the Client.

8.2. The Company warrants that any document or design produced by the Company in performing the Services shall be original in them, and shall not infringe the copyright, design right, moral right or any other rights of any third party, and that no claims of such infringement have been made or are the subject of litigation actual or threatened.

9. INDEMNITY AND INSURANCE

9.1. The Company shall fully indemnify and keep fully indemnified the Client against all claims demands proceedings damages costs charges and expenses whatsoever directly in connection with the provision of or failure to provide or delay in providing the Services or directly resulting from any act neglect or default of the Company its employees or agents in providing the Services.

9.2. The Company shall throughout the Term maintain such insurances as are necessary to cover its liabilities that may arise under this Agreement, and shall provide the Client with certified copies of the insurance policy upon written request.

10. CONFIDENTIAL INFORMATION

10.1. The Company shall not, whether during or after its appointment, disclose or allow to be disclosed to any person (except on a confidential basis to its professional advisers) any information acquired by the Company in the course of carrying out its duties under this Agreement, except as may be required or permitted by law or as directed by the Client.

10.2. The Company and the Client agrees:-

10.2.1. to keep the Confidential Information in strict confidence and secrecy;

10.2.2. not to use the Confidential Information save for complying with its obligations under this Agreement;

10.2.3. not to disclose the same to a third party with the consent of the other party; and

10.2.4. to restrict the disclosure of the relevant and necessary parts of the Confidential Information to such of its employees, agents and sub-contractors who of necessity need the same in the performance of this Agreement and in such circumstances to ensure that such employees, agents and sub-contractors are aware of the confidential nature of the Confidential Information,

provided however that where a part of the Confidential Information is already in or enters the public domain (except through a breach of the obligations imposed under this Agreement) then the foregoing obligations of confidentiality in respect of such part shall not apply or shall cease to apply (as the case may be).

10.3. The obligations set out in this **Condition 10** shall not apply to any Confidential Information which:

10.3.1. the Company or the Client can show by documentary evidence was already in its lawful possession and at its free disposal otherwise than directly or indirectly from the Client;

10.3.2. is lawfully disclosed to the Company or the Client without any obligations of confidence, by any person who has not derived it directly or indirectly from the disclosing party;

10.3.3. is or has come into the public domain through no fault of the Company or the Client or their personnel;

10.3.4. is required by law or by order of a court of competent jurisdiction to be disclosed but only to the extent required by such law or order; or

10.3.5. is disclosed with the prior written consent of the Client.

10.4. The Company acknowledges that damages would not be an adequate remedy for any breach of this **Condition 10** and that (without prejudice to all other rights, powers and remedies which the disclosing party may be entitled to as a matter of law) the Client shall be entitled to seek the remedies of injunction, specific performance and other equitable relief to enforce the provisions of this **Condition 10**;

10.5. The Company accepts that the Client (if a public sector client) may be obliged to comply with the Freedom of Information Act 2000 and the Code of Practice on the Act (collectively "the Act and Code"), and will assist the Client (if necessary) to comply with its obligations under the Act and Code. This includes helping the Client comply with its obligation to respond to a request for information ("Information Request") within 20 days of receipt; and providing information to the Client where the Client requests.

10.6. The Client may also be entitled to disclose information unless it believes that the information is Exempt under the Act. Exemption may apply where, for example, information is provided in confidence; where the information is a trade secret; or where release is likely to prejudice commercial interests. The Client will decide, acting reasonably, whether information requested under the Act is to be disclosed or not. The Client will in all circumstances, consult the Company and will consider any representations made by the Company. The Client shall not be liable for any loss or other detriment caused by the disclosure of any information.

10.7. This obligation of confidentiality shall survive the termination of this Agreement

11. ASSIGNMENT AND SUBCONTRACTING

11.1. The Company and the Client will be entitled to assign and/or novate any aspect of this Agreement subject to the agreement of the other party which is not to be unreasonably withheld; provided that in each case the party exercising its rights under this Agreement shall remain primarily liable for the performance of all obligations under this Agreement until the Agreement has been concluded or novated.

11.2. Where the Company sub-contracts all or any part of the Services or the provision of the Software to any person, the Company shall:

11.2.1. ensure that such person is obliged to comply with all of the obligations and duties of the Company under this Agreement insofar as they relate to the Services or the provision of the Software or part thereof (as the case may be) which that sub-Company is required to provide;

11.2.2. be solely responsible for payments to that person; and

11.2.3. remain solely responsible and liable to the Client for any breach of this Agreement or act or omission of a sub-Company or any performance, non-performance, part-performance or delay in performance of any of the Services

and/or obligations by any sub-Company to the same extent as if such breach or act or omission had been committed by the Company.

11.3. Either party shall give notice to the other in the event that there is any change in the control of:

11.3.1. the Party where such change relates to 50% or more of the issued share capital of that Party; and

11.3.2. the Holding Company where such change relates to 50% or more of the issued share capital of the Holding Company,

11.3.3. such notice to be given within ten (10) Working Days of the date on which such change takes effect.

12. OTHER OBLIGATIONS

12.1. In carrying out the Services the Company shall:

12.1.1. at all times ensure that the Services comply with and meet all the requirements of this Agreement and all relevant legislation;

12.1.2. comply so far as is appropriate with all the Client's relevant rules, codes, policies, procedures and standards notified from time to time during the Initial Term and any Term thereafter by the Client to the Company, including in particular the Client's financial regulations and standing orders;

12.1.3. take all reasonable steps to ensure the Client's interests are protected at all times, in particular by ensuring that all systems and procedures adopted by the Company for carrying out the Service are in accordance with Best Practice;

12.1.4. not unlawfully discriminate within the meaning of the Race Relations Act 1976 (as amended), the Sex Discrimination Act 1975, the Disability Discrimination Act 1995 and 2005 or any comparable provision relating to discrimination in employment or service provision and will ensure that all employees, agents and sub-contractors do not unlawfully discriminate, and will comply with all relevant codes of practice issued by the Commission for Racial Equality or comparable body and, so far as practicable, operate an equal opportunities policy which complies with the practical guidance and recommendations contained in such codes of practice;

12.1.5. adopt safe methods of work and comply with all other requirements of the Health and Safety at Work Act 1974 in order to protect the health and safety of its personnel and those of the Client and all other persons;

12.1.6. take all reasonable steps to ensure that systems and procedures adopted by the Company in the performance of the Services are in accordance with and take account of the provisions of the Human Rights Act 1998.

13. TERM AND TERMINATION

13.1. The Services under this Agreement shall commence on the Service Commencement Date and shall, subject to payment of relevant Charges and/or any

termination issues arising, automatically renew on the expiration of the Initial Term and each succeeding Term unless terminated under the provisions hereof.

13.2. This Agreement shall terminate:

13.2.1. on receipt by the Company from the Client of at least 12 months written notice to the effect that the Client wishes to terminate this Agreement, such notice to take effect upon the expiration of the Initial Term or any succeeding Term. Any such termination shall be without prejudice to any provision of this Agreement intended to operate thereafter.

13.2.2. immediately if either party:

13.2.2.1. suffers any distress or execution to be levied, commits an act of bankruptcy, make any composition or arrangement with creditors, has a receiver appointed or goes into liquidation; or

13.2.2.2. any employee or any other person acting on its behalf has offered, given or agreed to give any gift or consideration of any kind as an inducement or reward for doing or not doing something or for showing favour or disfavour in relation to this or any other agreement with the Client; or shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916, or shall have offered or given any fee or reward to any officer of the Client which if accepted is or would be an offence contrary to s.117 Local Government Act 1972 or any amendment or re-enactment thereof.

13.2.2.3. is in material breach of this Agreement;

13.2.2.4. has failed to comply with a Default Notice reasonably and lawfully served in accordance with **Condition 13.3** below.

13.3. If a Party considers the other is in default of their obligations under this Agreement including any delays in the Project Implementation Plan or failures arising in any User Acceptance Testing for the Service to perform in accordance with the defined Specification, the non-breaching party may issue a Default Notice (a "Default Notice").

13.4. The Default Notice shall clearly state in what way the party considers the other to be in default, the remedial additions sought and any time limit in which it should be implemented, and where appropriate the amount of any losses, damage or compensation due to the non-defaulting party in respect of the breach.

13.5. If the Breaching Party is still in breach at the end of the time period specified in the Default Notice then in accordance with **Condition 13.2.2.4**, notice of termination of this Agreement may be served by the non-breaching party such notice to take immediate effect.

14. LIMITATION OF LIABILITY

14.1. Except to the extent set out in this Agreement, the Company expressly excludes all conditions, warranties and representations whether express or implied, to the fullest extent permitted by law in respect of this Agreement.

14.2. Neither party excludes or limits its liability in respect of the following and **Condition 9.1** shall not apply in relation to (i) any deliberate or negligent act or omission of either party or any of its employees (ii) any negligent act or omission giving rise to death or personal injury or (iii) fraud (including fraudulent misrepresentation).

14.3. Subject to **Sub-Condition 9.2** above, each party's liability to the other in respect of any breach of this Agreement in contract, tort (including negligence or breach of statutory duty) or howsoever otherwise arising, shall not exceed four times the Charges paid or payable by the Client to the Company for the Services in the Year in which the claim is made commencing on the Service Commencement Date and continuing for 12 months thereafter or the amount of £250,000, (two hundred and fifty thousand pounds) whichever is the greater.

14.4. This limitation shall not apply to the obligation on the Client to pay Charges to the Company nor shall it apply to any claims made by the Client in connection with a breach of **Condition 10** (Confidentiality).

15. SERVICES OUTSIDE THE SCOPE OF THIS SERVICE SCHEDULE

15.1. Unless otherwise covered by any other agreement, any Services not falling within the Services as outlined in **Schedule 2** shall be deemed to be Additional Services for which the terms of **Condition 6.10** shall apply.

16. SPECIAL TERMS

16.1. The special terms (if any) annexed hereto and initialled by the parties for identification ("Special Terms") shall form part of this Agreement and shall be incorporated herein. In case of any conflict between these Special Terms and the terms this Agreement, then such Special Terms shall prevail and take precedence over this Agreement.

17. VARIATION

17.1. A variation to this Agreement (including to the scope and nature of the Services) shall only be valid if it has been agreed in writing and signed by the Company and the Client.

17.2. Should either party wish to vary this Agreement then it shall serve on the other a Variation Notice which shall set out the nature of the variation sought and the reasons for it.

17.3. Should either party receive a Variation Notice then within 28 days of receipt it shall notify the other in writing whether or not it agrees to the variation and if not, the reasons. If the Variation Notice is agreed, it and the response shall be a variation for the purposes of **Condition 17**.

17.4. In the event that the Client proposes a variation, the Company may only decline to agree it if:

17.4.1. the Company can reasonably demonstrate to the Client that it is unable to deliver it for economic, operational or legislative reasons: or

17.4.2. the Company provides to the Client an alternative way of delivering the same result which is just as cost-effective.

17.5. In the event that **Condition 17.4.1** applies, the Client may elect either:

17.5.1. to withdraw the Variation Notice and revert to the previous position, or

17.5.2. to terminate this Agreement in respect of the element of the Service to which the Variation Notice relates, in which case this shall be treated as though both the Company and the Client agreed in writing so to do on six month's notice.

17.6. In the event that **Condition 17.4.2** applies, the Client may elect either:

17.6.1. to accept the Company's proposed alternative way of delivering the same result in which case, the exchange of communications shall be a variation for the purposes of **Condition 17**:

17.6.2. to reject the Company's proposed alternative and revert to the original position: or

17.6.3. to propose a fresh Variation Notice.

17.7. In declining to agree a variation as proposed the Company must indicate whether it could or could not deliver the variation as proposed if the variation was re-valued in which case the Company may also propose a value for the Client to consider and accompany that by any supporting documentation the Company regards as appropriate.

17.8. In proposing a variation and carrying out the other steps under these conditions the Company and the Client will act fairly, will carry out any consultation that may be necessary to determine what is required, and so far as such data is reasonably available, at the Client's discretion the cost of any proposed changes to this Agreement will be benchmarked against other services of similar quality where this does not infringe on the Company's Intellectual Property Rights or the Client's obligations under **Condition 10**.

17.9. If the variation involves an instruction:

17.9.1. to omit or postpone any part of the Services for such time and in such matter as the Client may require,

17.9.2. to provide services additional to the Services provided that such additional services are similar to the Services, or

17.9.3. to vary the scope of the Services or any part of them for such time and in such a manner as the Client may require,

the variation shall be valued by the Client in accordance with the following provisions:-

17.9.3.1. wherever it is appropriate and reasonable to do so, the valuation shall be ascertained in accordance with the principles used and the Company's rates and prices applicable to the Client at the time of variation;

17.9.3.2. if a valuation is not made under **Condition 17.7**, the principal rates and prices referred to in **Schedule 3** shall wherever it is appropriate and reasonable to do so be used as a basis for ascertaining the valuation;

17.9.3.3. if a valuation falls outside the scope of the **Condition 17.7**, the valuation shall be ascertained on a fair and reasonable basis;

17.10. where the modification relates to an omission or postponement of any part of the Services the valuation shall not include and the Client shall not be liable to the Company for any loss or reduced contributions to overheads or profit whether in respect of this Agreement or any lost opportunity to earn a contribution to overheads or profit elsewhere.

18. THE CLIENT'S DATA

18.1. The Company acknowledges the Client's ownership of the Client Data and the Intellectual Property Rights which may subsist in the Client Data. The Company shall not delete or remove any copyright notices contained within or relating to the Client Data.

18.2. The Company shall preserve the integrity of the Client Data and prevent any corruption or loss to the Client Data including the Company's obligations in the Service Level Agreement.

18.3. The Company shall comply with all of its obligations under the Data Protection Act 1998 ("DPA") and, if Processing Personal Data on behalf of the Client (as such terms are defined in the DPA) shall only carry out such Processing for the purposes of providing the Services in accordance with this Agreement and the DPA including taking all appropriate technical and organisational security measures, that are satisfactory to the Client, against unauthorised or unlawful Processing of the Client Personal Data, and against accidental loss, destruction of, or damage to such Personal Data.

19. WAIVER

19.1. Any waiver of a breach of any of the terms of this Agreement shall not be deemed a waiver of any subsequent breach and shall not affect the other terms of this Agreement.

20. NOTICES

20.1. Any notice, demand or communication in connection with this Agreement will be in writing and may be delivered by hand, first class post or facsimile addressed to the recipient at the address set out below, or any other address and facsimile number notified to the other party in writing in accordance with this condition as an address to which notices, demands and communications may be sent. The notice, demand or communication will be deemed to have been duly served:

20.1.1. if delivered by hand, at the commencement of the following Working Day

20.1.2. if delivered by post, seventy-two (72) hours after being posted or, in the case of airmail, ten (10) Working Days after being posted; or

20.1.3. if delivered by facsimile, at the commencement of the following Working Day, provided that a confirming copy is sent by first class post to the other party within twenty-four (24) hours after transmission.

21. RIGHTS OF THIRD PARTIES

21.1. Save that any Client Group member has the right to enforce the terms of this Agreement in accordance with the Contracts (Rights of Third Parties) Act 1999 ("Third Party Act"), the parties do not intend that any of the terms of this Agreement will be enforceable by virtue of the Third Party Act by any person not a party to it.

21.2. Notwithstanding **Condition 21.1**, the parties are entitled to vary or rescind this Agreement without the consent of any Client Group members.

22. ENTIRE AGREEMENT

22.1. This Agreement and the documents and Schedules and Annexes which are incorporated into and form part of this Agreement contain all the terms which the parties have agreed in relation to the subject matter of this Agreement and supersede any prior written or oral agreements, representations or understandings between the parties in relation to such subject matter.

22.2. Nothing in this **Condition 22** will exclude any liability which one party would otherwise have to the other party in respect of any statements made fraudulently.

23. SEVERABILITY

23.1. If any provision of this Agreement (in whole or in part) is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed from this Agreement and the remaining provisions shall continue in full force and effect as if this Agreement had been executed without the invalid, illegal, or unenforceable provision. In the event that in the Client's reasonable opinion such a provision is so fundamental as to prevent the accomplishment of the purpose of this Agreement, the Client and the Company shall immediately commence good faith negotiations to remedy such invalidity.

24. GOVERNING LAW

24.1. This Agreement shall be governed by and construed in accordance with the laws of England and the parties hereby submit to the non-exclusive jurisdiction of the English Courts.

IN WITNESS whereof the parties have entered into this Agreement by signature of their respective duly authorised representatives.

Signed by (Insert Full Name):

Signed by (Insert Full Name):

Position:

Position:

Signature:

Signature:

FOR AND ON BEHALF OF THE COMPANY

FOR AND ON BEHALF OF THE
CLIENT

Dated:

Dated:

SCHEDULE 1 - SUPPLEMENTARY CONDITIONS

SCHEDULE 2 - THE SERVICES

SCHEDULE 3 - THE CHARGES

[INSERT DETAILS OF THE CHARGES]

Additional Services pursuant to **Condition 6.10**, will be agreed with the Client in advance and based upon the following Rates:

Operative: £XX.XX per hour

Project Manager: £XX.XX per hour

Director: £XX.XX per hour

Charges are exclusive of VAT which will be added to the Charges at prevailing rates.

SCHEDULE 4 – SPECIFICATION

SCHEDULE 5 - SERVICE LEVEL AGREEMENT

SCHEDULE 6 – PROJECT IMPLEMENTATION PLAN