

NB This is an example of the type of agreement we may require with a consultant. Individual circumstances and AACT's requirements may alter the format in particular instances.

THIS AGREEMENT FOR CONSULTANCY SERVICES ("Agreement") is made on DATE BETWEEN:

(1) Access-Ability Communications Technology Limited (also known as "AACT" or "AACT for Children" or "AACT4Children") [Company Number 5538092 and Registered Charity No. 1113302] whose registered address is 3 Wesley Gate, Queen's Road, Reading, RG1 4AP (hereafter referred to as '**the Client**').

And

(2) name whose principal place of business is **address** (hereafter referred to as '**the Consultant**').

WHEREBY IT IS AGREED as follows:

1. **ENGAGEMENT**

- 1.1 The Consultant purports to have the know-how, qualifications and necessary ability to undertake the work required to be carried out in the assignment specified in **Schedule 1** below (the "**Assignment**").
- 1.2 The Consultant warrants that it is not disbarred in any way from working on the Assignment.
- 1.3 Subject to Clauses 1.1 and 1.2 above, the Client hereby engages the Consultant, and the Consultant hereby accepts such engagement, to carry out the Assignment and perform all services required in order to carry out the Assignment and produce the deliverables required from the Assignment.

2. **TERM**

Notwithstanding the date hereof, the Consultant shall commence work on **date** and shall continue thereafter after the assignment is discharged or until **date**, whichever comes sooner.

3. **DUTIES OF THE CONSULTANT**

- 3.1 The Consultant shall, while this Agreement is in force or until the satisfactory completion of the Assignment, devote such of his time, attention and abilities to the Assignment as may be necessary for the satisfactory completion thereof as the same shall be determined by the Client and as set out in **Schedule 1** below.
- 3.2 The Consultant agrees to advise and assist the Client as required in accordance with clause 3.1 above with respect to all aspects of the Assignment and in the performance of such duties the Consultant shall comply with all reasonable requests and directions of the Client or its customer or nominee including, but not limited to:
 - 3.2.1 Complying with all local or internal policies and regulations operated by or affecting the Client or its customer or nominee as the case may be provided the Consultant has been appraised of them.

4. **FEES**

- 4.1 In consideration of the services rendered by the Consultant hereunder, the Client shall pay to the Consultant fees as set out in **Schedule 2** and in accordance with the provisions of Clause 5 below. No fee is chargeable for absence due to illness, voluntary leave or statutory, public or local holidays.

- 4.2 The Consultant is responsible for accounting to the Inland Revenue and all other Authorities for all taxes, National Insurance contributions, other insurance, and any other liabilities, charges and dues for which the Consultant is liable.

5. **PAYMENT**

Fees are payable within 30 days of receipt of correct and due invoices, which should be sent to:

Michael McAleenan
Treasurer
Access-Ability Communications Technology
c/o Uttley Room BG05, Institute of Education, Bulmershe Court
University of Reading,
Reading
Berkshire RG6 1HY

6. **COPYRIGHT**

The copyright in any report, documentation or information on whatever media, prepared by the Consultant pursuant to this Agreement shall be the property of the Client notwithstanding termination hereof unless otherwise expressly agreed in writing by the Client. Copyright for the Consultant's standard templates, formats and presentation styles remains with the Consultant.

7. **WARRANTIES AND REPRESENTATIONS**

7.1 The Consultant warrants and represents that:

- 7.1.1 The Consultant has full capacity and authority and all necessary licences, permits and consents to enter into and to perform this Agreement and to provide the Assignment;
- 7.1.2 This Agreement is executed by a duly authorised representative of the Consultant;
- 7.1.3 The provision of the Assignment and the Client's use thereof shall not, to the best of the Consultant's knowledge and belief, infringe any Intellectual Property Rights of any third party;
- 7.1.4 The Assignment shall be supplied and rendered by appropriately experienced, qualified and trained personnel with all due skill, care and diligence and in a professional and workmanlike manner.
- 7.1.5 The Consultant shall discharge its obligations hereunder with all due skill, care and diligence including but not limited to good industry practice and in accordance with its own established internal procedures;
- 7.1.6 The Consultant shall in the performance of the Assignment and in all matters arising in the performance of this Agreement conform with all Acts of Parliament and with all orders, regulations and bye-laws made with statutory authority by Government Departments or by local or other authorities that shall be applicable to this Agreement and shall comply with any Codes of Practice to which the Client complies and which relate to the provision of the Assignment; provided that the Consultant has been appraised of them.

7.2 Except as expressly stated in this Agreement, all warranties and conditions, whether express or implied by statute, common law or otherwise (including but not limited to fitness for purpose) are hereby excluded to the extent permitted by law.

8. **LIMITATION OF LIABILITY AND INSURANCE**

- 8.1 Neither party excludes or limits liability to the other party for death or personal injury and the Consultant shall indemnify and keep the Client indemnified against death or personal injury to any persons or loss of or damage to any property which may arise out of any Default or any other act, default or negligence of the Consultant, their employees or agents and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
- 8.2 Subject always to Clause 8.1, the liability of either party for Defaults shall be as set out in this Clause 8.2.
- 8.2.1 Without prejudice to the generality of Clause 8.1, in no event shall either party be liable to the other for:
- 8.2.2.1 Loss of profits, business, revenue, goodwill or anticipated savings; and/or
- 8.2.2.2 Indirect or consequential loss or damage.
- 8.2.2 The provisions of Clause 8.2 shall not be taken as limiting the right of the Client to claim from the Consultant in the event of Default for loss of data and notwithstanding Clause 8.2.2, where the Client terminates this Agreement pursuant to Clause 11, the Client shall be entitled to recover from the Consultant, in addition to any other damages it is entitled to recover, the cost of obtaining the reasonable and proper cost for specialist accountancy services from a third party.
- 8.3 The parties expressly agree that should any limitation or provision contained in this Clause 8 be held to be invalid under any applicable statute or rule of law it shall to that extent be deemed omitted but if any party thereby becomes liable for loss or damage which would otherwise have been excluded such liability shall be subject to the other limitations and provisions set out herein.
- 8.4 Without limiting the Consultant's responsibilities under Clause 8.1 above, the Consultant shall insure with a reputable insurance company against loss of and damage to property and injury to persons (including death) arising out of or in consequence of its obligations under this Agreement where negligence is proven and against all actions, claims, demands, costs and expenses in respect thereof.

9. **INTELLECTUAL PROPERTY RIGHTS INDEMNITY**

- 9.1 The Consultant shall fully indemnify the Client against all claims, demands, actions, costs, expenses (including but not limited to full legal costs and disbursements on a solicitor and client basis), losses and damages suffered by the Client arising from or incurred by reason of any infringement or alleged infringement (including but not limited to the defence of such alleged infringement) in the United Kingdom of any Intellectual Property Right in connection with the Assignment.

10. **CONFIDENTIALITY**

The Consultant shall not, other than with the prior written consent of the Client, during or after the termination, determination or expiry of this Agreement disclose directly or indirectly to any person, firm, company or third party and shall only use for the purposes of this Agreement, any information relating to the Assignment, the Client, its business, trade secrets, customers, suppliers or any other information of whatever nature which the Client or its customer or nominee may deem to be confidential and which the Consultant has or shall hereafter become possessed of.

The foregoing provisions shall not prevent the disclosure or use by the Consultant of any information, which is or hereafter, through no fault of the Consultant, become public knowledge or to the extent permitted by law.

11. **DEFAULT**

If the Consultant shall be guilty of any serious misconduct or any serious breach or non-observance of any of the conditions of this Agreement or shall neglect or fail or refuse to carry out the duties assigned to him hereunder, the Client shall be entitled to give notice to the Consultant to remedy the breach within seven days and if the Consultant fails to remedy then summarily to terminate his engagement hereunder without notice and without any payment in lieu of notice and without prejudice to any rights or claims the Client may have against the Consultant arising out of such default.

12. **TERMINATION**

12.1 The Client may terminate this Agreement immediately by notice in writing if the Consultant shall:

12.1.1 suffer or threaten any form of insolvency administration; or

12.1.2 cease or threaten to cease to carry on business; or

12.1.3 be in breach of any of the terms of this Agreement which, in the case of a breach capable of remedy, is not remedied by the Consultant within seven days of receipt by the Consultant of notice from the Client specifying the breach and requiring its remedy; or

12.1.4 be guilty of any serious misconduct and/or any serious or persistent negligence in respect to its obligations under this Agreement.

12.2 Upon the termination of this Agreement or the Consultant's engagement whichever shall be the earlier, the Consultant or his personal representative as the case may be, shall immediately deliver up to the Client all correspondence, reports, documents, specifications, papers, information (on whatever media) and property belonging to the Client which may be in his possession or under his control.

13. **DATA PROTECTION**

The Consultant shall at all times comply with the provisions of the Data Protection Act 1998.

14. **WORKING WITH CHILDREN**

The Consultant shall ensure that he complies with all legislation with regard to working with children, should that be necessary in order to discharge the duties of the Assignment.

15. **ASSIGNMENT**

The Consultant shall not transfer or assign the whole or any part of this Agreement without the prior written consent of the Client.

16. **HEADINGS AND EXPRESSIONS**

The headings contained herein are for convenience of reference only and shall not affect the construction hereof. The expressions "client" "consultant" "him" "its" or such other expressions as appear herein shall be deemed to include the masculine, feminine single or plural thereof where the context so admits.

17. **SEVERABILITY**

In the event that any of the terms contained herein are determined by any competent authority to be invalid or unenforceable to any extent, such term shall to that extent be severed from the body of this Agreement which shall continue to be valid and enforceable to the fullest extent permitted by the Law.

18. **SCOPE**

This Agreement shall take effect in substitution for all previous agreements and arrangements whether written or oral or implied between the Client and the Consultant relating to the services of the Consultant and all such agreements and arrangements shall be deemed to have been terminated by mutual consent with effect from the date hereof.

19. **STATUS OF CONSULTANT ON TERMINATION, DETERMINATION OR EXPIRY**

As a consequence of the termination, determination or expiry of this Agreement by effluxion of time, the Consultant shall not be entitled to the payment of any compensation or otherwise upon the occurrence of the same.

20. **LAW**

The parties hereby agree that this Agreement and the provisions hereof shall be construed in accordance with the Laws of England and the parties hereby agree to submit to the exclusive jurisdiction of the High Court of England.

SIGNED for and on behalf of the **CLIENT** by)
)
)

SIGNED by the **CONSULTANT**)
)

SCHEDULE 1 - “The Assignment”

The Consultant shall:

List of work to be undertaken

SCHEDULE 2 - “The Fee”

The Consultant’s Fee shall be paid as follows:

Description of fee agreement