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## FRAMEWORK CONSULTANCY SERVICES AGREEMENT

This Agreement is made the xxx day of xxx 200x between;

### ***Clients details***

(Hereinafter “Clients details”)

And **G2biz Limited** hereinafter “the Company”) of 9 Laburnum Avenue, Lutterworth, Leicestershire, LE17 4TZ. Company Registration No: 5910488

WHEREAS:

***Clients details*** wishes to engage the Company to provide a range of professional services as outlined in the attached schedule xx – Terms of Reference.

IT IS AGREED:

### **1. Definitions and interpretation**

#### **1.1**

In this Agreement unless the context otherwise requires the following expressions have the following meanings:

**Confidential Information** means information relating to the business, products, affairs and finances of ***Clients details*** or of any Group Company for the time being confidential to it or to them and trade secrets (including, without limitation, technical data and know-how) relating to the business of ***Clients details*** or of any Group Company or of any of its or their suppliers, clients or customers, including (by way of example only and without limitation) customer lists, company prices, fee structures business and marketing strategies, profit margins, customer requirements and computer systems.

Group Company means any company which is for the time being a subsidiary or holding company of ***Clients details*** and any subsidiary of any such holding company and for the purposes of this Agreement the terms subsidiary and holding company shall have the meanings ascribed to them by sections 736 and 736A Companies Act 1985 (and Group Companies shall be interpreted accordingly)

**Individual** means Gerard Growney of;

9 Laburnum Avenue, Lutterworth, Leicestershire, LE17 4TZ

**Services** means the consultancy services set out in the Terms of Reference annexed to this Agreement

### **2. Duration.**

This Agreement will commence on the dd/mm/yy and, subject to clause 5.5, will terminate on the dd/mm/yy.

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### **3. Companys obligations**

#### **3.1**

The Company shall procure that it will provide the Services with all due skill and care having regard to the nature of the skills to be provided hereunder and shall not knowingly do or permit to be done anything which may prejudice the best interests of Clients details. The Company acknowledges that **Clients details** are reliant upon the skills of the Company and the individual and warrants that any of the Services provided hereunder will be of the highest quality and workmanship.

#### **3.2**

During the period of this Agreement the Company shall make the Individual available to **Clients detail s** for up to 37 hours during each week of this Agreement at such times and at such locations as **Clients details** and the Company shall agree from time to time.

#### **3.3**

The Company shall, and shall procure that the Individual shall, at all times promptly give (in writing if so requested) to an executive or director of **Clients details** designated from time to time by **Clients details** for the purpose all such information and explanations within its and the Individual's knowledge as **Clients details** may reasonably require in connection with the Services.

#### **3.4**

The Company has registered offices at 9 Laburnum Avenue, Lutterworth, Leicestershire but shall provide the Services at **Clients details** premises or such other place as **Clients details** may reasonably direct and at such times as **Clients details** shall reasonably direct. The Company shall provide the Services as directed by **Clients details** and shall comply with all lawful and reasonable requests of **Clients details** in relation to the provision of the Services.

#### **3.5**

The Company warrants that the Company holds Professional Indemnity Insurance in the sum of £500k (five hundred thousand pounds sterling) and that such insurance is current and the premiums duly paid.

#### **3.6**

The Company acknowledges that the business of **Clients details** and the Group Companies is a specialised and competitive business and that during the course of performing the Services the Company and the Individual shall have access to and have an intimate knowledge of **Clients details** trade secrets and confidential information. The Company further acknowledges that the disclosure of any trade secrets or confidential information to actual or potential competitors of **Clients details** and the Group Companies would place **Clients details** and the Group Companies at a serious competitive disadvantage and would do serious damage, financial and/or otherwise, to its or their business and business development and would cause immeasurable harm.

#### **3.7**

The Company agrees that it, and shall procure that the Individual, shall neither during the term of this Agreement (except in the proper performance of the Services or with the express written consent of Clients details) nor at any time (without limit) after the termination of this agreement except in compliance with an order of a competent court:

- (a) Divulge or communicate to any person, company, business entity or other organisation;
- (b) Use for its or the Individual's own purposes or for any purposes other than those of **Clients details** or any Group Company; or

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- (c) Through any failure to exercise due care and diligence, permit or cause any unauthorised disclosure of any Confidential Information. These restrictions shall cease to apply to any information, which shall become available to the public generally otherwise than through any breach by the Company of the provisions of this Agreement or other default of the Company.

### 3.8

The Company acknowledges that all books, notes, memoranda, records, lists of customers and suppliers and employees, correspondence, documents, computer and other discs and tapes, data listings, codes, designs and drawings and other documents and material whatsoever (whether made or created by the Company or the Individual or otherwise) relating to the business of **Clients details** or any Group Company (and any copies of the same):

- (a) Shall be and remain the property of **Clients detail** sor the relevant Group Company; and
- (b) Shall be handed over by the Company and/or the Individual (as appropriate) to **Clients details** or to the relevant Group Company on demand and in any event on the termination of this Agreement and the Company and/or the Individual (as appropriate) shall certify that all such property has been handed over on request by the Board.

### 3.9

The Company shall procure that before the Individual starts to perform the Services, the Individual shall make an undertaking directly to **Clients details** under which the Individual will assume the same obligations as the Company under clauses 3.6 and 3.7.

### 3.10

Any invention discovery design or other intellectual property (including computer software) made created discovered or conceived by the Company or the Individual during the term of this Agreement and relating to the business interests of or capable of being used by **Clients details** shall be the absolute property of **Clients details** and must be disclosed immediately to Clients details. Where required by **Clients details** the Company shall at the expense of **Clients details** execute such documents as may be necessary to enable **Clients details** to seek the appropriate protection in respect of any such invention or intellectual property.

### 3.11

The Company shall procure that the Individual shall not during the term of this Agreement, without the prior written consent of Clients details, either personally, or by an agent, employee, or otherwise either on the Individual's own account or for any other person, firm or company, provide services to or deal with any person, firm or corporation whose business materially competes with the business or businesses of **Clients details** or any Group Company or provide such services if to do so would involve the Individual in any conflict with the interests of **Clients details** or any Group Company.

### 3.12

The Company undertakes to the Client that during the continuance of this Agreement the Individual shall remain contracted to the Company upon such terms as shall entitle the Company to make the Individual available to the Client on the terms set out in this Agreement.

### 3.13

If the Individual shall cease to be able to carry out the Company's obligations under this Agreement, the Company shall be entitled to nominate another person of similar qualification, skill and experience to perform such obligations in the Individual's place, subject to **Clients details** written approval of such substitution, and that person shall then be deemed to be the "Individual" for all the purposes of this Agreement and the provisions of this Agreement shall continue to apply accordingly.

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#### **4. Obligations of *Clients details***

##### **4.1**

In consideration of the Services to be provided hereunder ***Clients details*** shall pay to the Company a fee of **£xxx.xx**, such fee to be Exclusive of VAT (the "Fee").

##### **4.2**

The Company shall keep a record of such days worked which shall be subject to the approval of the Senior Manager of ***Clients details***. Upon approval, the Company shall submit a monthly invoice to ***Clients details*** where payment shall be made within 7 days of receipt of a valid invoice. For the avoidance of doubt it shall be the responsibility of the Company to account for all taxes, charges, levies or demands which may be made upon such sums to be paid hereunder or which may be due and payable and ***Clients details*** shall have no liability in respect thereof.

##### **4.3**

***Clients details*** agrees to compensate the Company in respect of any out of pocket expenses necessarily incurred by the Individual in the course of the provision of the Services, provided that the Company shall provide such evidence of actual payment of such expenses as may reasonably be required by ***Clients details***. The Senior Manager of ***Clients details*** must approve any expenses in advance.

##### **4.4**

Necessary travel by car by the Individual from the Company's legal base will be expensed at **x.xxp** per mile. Travelling time will be charged at the normal day rate.

##### **4.5**

***Clients details*** agrees to comply with all relevant Health and Safety Legislation and to comply with its obligations to provide a safe place of work.

#### **5.General.**

##### **5.1**

***Clients details*** and the Company acknowledge that the Company is an independent Ltd Company and nothing in this Agreement shall render the Company or the Individual an employee, agent or partner of ***Clients details*** and the Company shall not hold itself out as such and shall procure that the individual shall not hold himself/herself out as such.

##### **5.2**

Although the Company shall be entitled to permit the individual to represent himself/herself as a consultant to ***Clients details*** when providing services for the purposes of this Agreement, ***Clients details*** shall not be vicariously liable for any of the acts or omissions of the Company or the Individual and neither the Company nor the Individual shall be entitled by virtue of this Agreement to pledge the credit of ***Clients details*** nor sign any document, enter into any contract or agreement or make any promise on behalf of ***Clients details*** .

##### **5.3**

The Company will:

- (a) Be entirely responsible for paying to the Individual the fees, salary or remuneration (including but not limited to holiday pay and sick pay if applicable) and reimbursement of disbursements to which the Individual is entitled by reason of performing the Services on the Company's behalf; and
- (b) Make deductions and account to relevant authorities for any income tax on employment income and any necessary National Insurance contributions in respect of the Individual's fees or remuneration.

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#### 5.4

If for any reason **Clients details** is required to pay any income tax, employee's National Insurance contributions, fines, penalties or interest in connection with the payment of the Fee, **Clients details** shall be entitled to deduct from any sums due to the Company pursuant to this Agreement an amount equal to such payments.

#### 5.5

Without limitation **Clients details** may by notice in writing to the Company immediately terminate this Agreement if:

- a) The Company shall 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 Company within 21 days of receipt by the Company of a notice from the Client specifying the breach and requiring its remedy;
- b) The Company or the Individual shall be convicted of a criminal offence or shall commit conduct, or a course of conduct, which may tend to bring itself, himself/herself or the Client into disrepute;
- c) The employment or engagement of the Individual by the Consultant, as referred to in clause 3.12, shall be terminated; or
- d) The Company shall pass a resolution for winding up (or a court of competent jurisdiction shall make an order to that effect), or become subject to an administration order, or have a receiver or administrative receiver appointed over it or over any part of its assets, or cease, or threaten to cease, to carry on business.
- e) The Company and client (Clients details) may also agree to terminate the agreement with a one month notice period should either party:
  - a. Feel that the professional relationship is not working to mutual benefit.
  - b. Feel the business case for the assignment for either party has changed and is not remaining viable.

#### 5.6

The expiration or termination of this Agreement howsoever arising shall not operate to affect such of the provisions of this Agreement as in accordance with their terms are expressed to operate or have effect thereafter.

#### 5.7

The Company may not assign, transfer or subcontract any of its rights or obligations under this Agreement without the prior written consent of Clients details. **Clients details** shall be entitled to assign the benefit of the Services to any Group Company from time to time.

#### 5.8

Save as expressly provided in clause 5.9, no provision of this Agreement is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

#### 5.9

Subject to the Contracts (Rights of Third Parties) Act 1999, clauses 3.6, 3.7 and 3.11 may be enforced by any Group Company in its own right.

#### 5.10

English Law shall govern this Agreement and the parties hereby submit to the non-exclusive jurisdiction of the English Courts.

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Signed for and on behalf of

<b>Clients details Group plc</b>	<b>G2biz Ltd</b>
PRINT NAME	PRINT NAME
SIGNED	SIGNED
POSITION	POSITION
Date	Date