

MODEL CONTRACT FOR CONSULTANCY SERVICES

Client Contact Details	
Name	CO2Sense Ltd
Address	Third Floor, Victoria House, 2 Victoria Place, Leeds, West Yorkshire, LS11 5AE

Consultant Contact Details	
Name	
Address	

Contract Details			
Contract Number		Contract Date	
Project Name		CO2Sense Yorkshire Project Manager	
		Sector (if appropriate)	

APPENDICES

APPENDIX 1 The Services

APPENDIX 2 Key Terms

1. The Charge
2. Expenses
3. Nominated Client Representatives
4. Nominated Consultant representatives
5. Approved Sub-Contractors
6. Timetable for the provision of Services
7. The Term
8. Insurance

Contract Signature

APPENDIX 3 Special Conditions

APPENDIX 4 Standard Conditions of Contract for the supply of Consultancy Services to CO2Sense Yorkshire

CO2Sense Ltd is a company registered in England with Company No. 5383346, whose registered office is at: Victoria House, 2 Victoria Place, Leeds, LS11 5AE

APPENDIX 1

THE SERVICES

APPENDIX 2

KEY TERMS

1. *The Charge*

1.1 The Charge for the Services shall be as follows:-

A fixed fee of £XXX excluding VAT to be paid to an agreed schedule

1.2 The Services shall be provided by VVVVVVV Ltd (the "Named Resource")

1.3 The Charge in relation to an Assignment shall be limited in aggregate to the amount specified in the relevant Order.

1.4 Invoices should be submitted by the Consultant in accordance with Condition 8 of Appendix 4 to XXXX, XXXXX, CO2Sense Yorkshire.

Any VAT chargeable should be deducted and separately identified.

1.5 Payment will be made from CO2 Sense Yorkshire's office at:
Victoria House, 2 Victoria Place, Leeds, LS11 5AE

2. *Expenses*

2.1 *Approved Expenses*

2.1.1 Travel by car will be reimbursed at 40p per mile.

2.1.2 All other travel related expenditure shall be charged at cost.

2.1.3 Invoices should be submitted by the Consultant in accordance with Condition 8 of Appendix 4 to xxx xxx and should be supported by receipts. Any VAT chargeable on any item of expenses should be deducted and separately identified.

2.2 *Disallowed Expenses*

2.2.1 All handling charges of whatever nature associated with Approved Expenses.

2.2.2 Routine correspondence, photocopying, postage, courier services, fax, telephone and any other general secretarial and clerical services.

3. *Nominated Client Representatives*

3.1 The following persons are Nominated Client Representatives:

XXXX XXXX

3.2 The following persons are Nominated Client Representatives but are not empowered to issue Orders under Condition 2.2 of Appendix 4 or vary the Conditions under Condition 2.4 of Appendix 4 :

4. Nominated Consultant Representatives

XXXX XXXXX

Note: The above named persons shall be employees of the Consultant or formally appointed by the Consultant to act on its behalf.

5. Approved Sub-Contractors

6. Timetable for the Provision of Services

The Services must be commenced by XX/XX/XX and completed by 31/03/11

7. The Term

The Contract shall continue until the Consultant has completed the provision of the Services;

8. Insurance

8.1 For the purposes of Condition 15.1.2 of **Appendix 4** insurance cover will generally be £500,000 per Assignment. If the Client requires higher insurance cover for specific assignments this will be specified in specific Orders.

8.2 The Client may require the Consultant to provide evidence of insurance cover.

The Consultant agrees to provide the Services and the Client agrees to accept the Services subject to the terms and conditions of this Contract as set out in the Appendices annexed hereto.

This Contract is a Fixed Price Contract.

Signature			
Signed (Client)		Print Name	
Date		Position	
Signed (Consultant)		Print Name	
Date		Position	

APPENDIX 3

SPECIAL CONDITIONS

APPENDIX 4**CONDITIONS OF CONTRACT FOR THE SUPPLY OF CONSULTANCY SERVICES TO CO2Sense Yorkshire.****1. Definitions and Interpretation****1.1 Definitions**

In this Contract:

Approved Sub-Contractors means those sub-contractors named in Appendix 2(5) of the Contract or approved by the Client pursuant to Condition 6.2.

Approved Expenses means those approved expenses and disbursements set out in Appendix 2(2) of the Contract.

Assignment means in the case of a Framework Contract any specific item of work commissioned by the Client from the Consultant as part of the Services by way of an Order and in the case of a Fixed Price Contract the whole of the Services;

Charge means the charge for the Services as set out in Appendix 2(1) of the Contract.

Client means CO2Sense Yorkshire.

Conditions means the standard terms and conditions set out in this Appendix and any reference to a Condition shall be construed accordingly.

Consultant means the person(s) or company who will provide the Services as set out in the Contract.

Consultant Background Intellectual Property means all Intellectual Property other than the Foreground Intellectual Property owned or licensed by the Consultant which is used or disclosed in connection with the performance of the Services.

Contract means the contract to which these Conditions are appended between the Client and the Consultant for the provisions of the Services.

Disallowed Expenses means those disallowed expenses and disbursements set out in Appendix 2(2) of the Contract.

Fixed Price Contract means a Contract which is for the provision of Services which are for a specific Assignment.

Foreground Intellectual Property means all Intellectual Property arising from or which comes into existence as a result of performing the Services.

Framework Contract means a Contract for the provision of Services of a particular type but not limited to a particular Assignment.

Intellectual Property means any or all of the following: patents, trade marks, service marks, drawings, designs, registered designs, utility models, design right, copyright (including copyright in computer software), database right, inventions, trade secrets and other confidential information, technical information and know-how, business or trade

names, rights to prevent passing off, and all other intellectual property rights and rights of a similar or corresponding nature in any part of the world, whether registered or not or capable of registration or not and including all applications and the right to apply for any of the foregoing rights;

Named Resource means the person or persons set out at Appendix 2(1), if any.

Nominated Client Representatives means (subject to Condition 2.5) those persons set out in Appendix 2(3) of the Contract or any of them.

Nominated Consultant Representatives means (subject to Condition 3.3) those persons set out in Appendix 2(4) of the Contract or any of them.

Order means a written order for Services placed by the Client on the Consultant specifying the nature of the Services, the Charge and the Timetable for the provision of them, where the Contract is a Framework Contract.

Premises means the premises at which the Services are to be performed and as notified in writing by the Client to the Consultant from time to time.

Reports means all reports, studies, documents or other written material produced by the Consultant in connection with the Services;

Services means the services set out in Appendix 1 of the Contract.

Special Conditions means such special conditions for the provision of the Services (if any) as are set out in Appendix 3 of the Contract and any reference to a Special Condition shall be construed accordingly.

Term means the period of the Contract as set out in Appendix 2(7) of the Contract.

Timetable means the timetable for the provision of the Services as set out in Appendix 2(6) of the Contract.

Working Day means any day on which commercial banks generally are open for business.

1.2 Interpretation

1.2.1 Any references in the Conditions to any provision of a statute or statutory instrument shall (unless otherwise specified) be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.2.2 Any reference in the Conditions to the neuter shall include the masculine and feminine and the singular shall include the plural (and vice versa) if the context so requires.

1.2.3 Any reference in the Conditions to *the Consultant's negligence* shall be construed as including a reference to the negligence of anyone for whom the Consultant is vicariously liable.

1.2.4 The headings in the Conditions are for convenience only and shall not affect their interpretation.

2. Formation

- 2.1 Subject to any variation under Condition 2.4, the Conditions form part of the Contract to the exclusion of all other terms and conditions (including any terms or conditions which the Consultant purports to apply under any quotation, confirmation of order or similar document).
- 2.2 In the case of a Framework Contract each Order shall be deemed to be an offer by the Client to purchase Services subject to the Conditions which is deemed to be accepted by the Consultant. For the avoidance of doubt no payments shall be made for any Services supplied by the Consultant for which there is no Order signed by a Nominated Client Representative.
- 2.3 No terms or conditions endorsed upon, delivered with or contained in the Consultant's quotation, specification or similar document will form part of the Conditions simply as a result of a reference to such document in the Conditions.
- 2.4 Any variation in the Conditions and any representations about the Services shall have no effect unless expressly agreed in writing and signed by both an authorised Nominated Client Representative and an authorised Nominated Consultant Representative.
- 2.5 The Client may on giving 5 Working Days' notice in writing to the Consultant change its Nominated Client Representatives from time to time.

3. Performance of the Services

- 3.1 The Consultant shall and shall procure that the Named Resource shall perform the Services in a proper and efficient manner with due skill, care and diligence in accordance with the Timetable.
- 3.2 The Consultant shall make any Named Resource and Nominated Consultant Representatives aware of the terms and conditions of the Contract.
- 3.3 The Consultant shall notify the Client in the event that any Named Resource or Nominated Consultant Representative ceases to be employed by the Consultant (or ceases to be employed by the Consultant in connection with the Services) and shall otherwise seek the written consent of the Client prior to any change to the identity of the Named Resource or Nominated Consultant Representatives (including any changes to the Named Resource or Nominated Consultant Representatives employed in respect of any Assignment);
- 3.4 The Consultant shall and shall procure that the Named Resource shall in performing the Services comply with any Special Conditions as set out at Appendix 3.
- 3.5 Time shall be of the essence in relation to the performance of the Services *Provided that* the Client agrees that it may at the reasonable request of the Consultant from time to time extend the period(s) and/or date(s) included in the Timetable in relation to any Order by giving written notice to the Consultant whereupon time shall again be of the essence in relation to the revised Timetable.

4. Confidentiality

4.1 The Consultant shall not and shall procure that the Approved Sub-Contractors and Named Resource shall not at any time during or after the Term:

4.1.1 divulge or allow to be divulged to any person any confidential information relating to the business or affairs of the Client or any information or documentation provided by the Client during or in connection with the performance of the Services other than to persons who have signed a secrecy undertaking in respect of such Confidential Information in a form approved by the Client;

4.1.2 disclose any information coming into existence as a result of carrying out the Services;

4.1.3 permit any person to assist in the provision of the Services unless such person has signed such an undertaking and has also agreed to the ownership of the Foreground Intellectual Property in accordance with Clause 10; and/or

4.1.4 publish, distribute or otherwise divulge or allow to be divulged any information or conclusions contained in any Reports without the prior written consent of the Client.

4.2 Nothing in Condition 4.1 shall prevent the Consultant divulging or allowing to be divulged any confidential information as required by law or any confidential information which has come into the public domain other than as a result of a breach of the Contract by the Consultant.

5. Consultant's Expenses and Disbursements

5.1 The Consultant shall not under any circumstances exceed the Approved Expenses without the prior written approval of a Nominated Client Representative.

5.2 The Consultant shall be reimbursed for all Approved Expenses on the submission to the Client of valid vouchers in respect of them and/or a detailed substantiation in respect of them. The Client will not reimburse any Disallowed Expenses.

5.3 All Approved Expenses payable by the Client shall be settled at such rates as are stipulated in the Contract.

5.4 Unless agreed in writing by a Nominated Client Representative, all claims for expenses and/or disbursements must be submitted by the Consultant within two months of them having been incurred.

5.5 The Consultant shall use reasonable endeavours to ensure that travel and subsistence expenses and/or disbursements are reasonable and are kept to a minimum.

5.6 Unless otherwise agreed in writing by a Nominated Client Representative all car travel will be reimbursed at the rate specified within the Approved Expenses.

6. Sub-Contractors

6.1 Before appointing any sub-contractor to assist in the provision of the Services (or any part thereof) under a Framework Contract the Consultant shall (unless otherwise agreed in writing by a Nominated Client Representative) obtain and submit for the prior written approval of the Client a minimum of three competitive quotations from the Approved Sub-Contractors.

6.2 No sub-contractor shall be appointed as an Approved Sub-Contractor in addition to those named in Appendix 2(5) unless the Consultant has received prior written approval from a Nominated Client Representative.

7. Conflict of Interest

7.1 During the Term, the Consultant shall not and shall procure that the Named Resource shall not, provide services to any third party in connection with a project in conflict with the business of the Client without the prior written consent of the Client, which the Client may in its absolute discretion refuse.

7.2 The Consultant shall notify the Client forthwith in the event that any Order involves a project or work or subject matter in respect of which the Consultant has been previously employed for any third party.

8. Invoicing and Payment

8.1 For a Fixed Price Contract the Consultant shall invoice the Client for the Services as specified in the Contract. The Consultant may invoice the Client for Approved Expenses incurred in any calendar month following the end of such calendar month. The invoice shall be accompanied by substantiation of the Approved Expenses in accordance with Condition 5.2.

8.2 For a Framework Contract the Consultant may invoice the Client for Services provided and Approved Expenses incurred in any calendar month following the end of such calendar month. The invoice shall be accompanied by a full breakdown of the Services provided and substantiation of the Approved Expenses in accordance with Condition 5.2.

8.3 All sums payable under the Contract unless otherwise stated are exclusive of VAT and all other duties or taxes which shall be payable in addition to such sums.

8.4 The Client shall pay the Charge and any Approved Expenses within 30 days of receipt of a validly received VAT invoice.

9. Progress Reports

9.1 For a Fixed Price Contract the Consultant shall provide the Client with progress reports as specified in the Timetable.

9.2 For a Framework Contract on the last day of each month during the Term the Consultant shall provide the Client with a progress report detailing (without limitation):

9.2.1 full and accurate details of the Services being provided with reference to the relevant Order;

- 9.2.2 Order value;
- 9.2.3 amount invoiced and paid to date (including Approved Expenses);
- 9.2.4 amount invoiced but not yet paid (including Approved Expenses); and
- 9.2.5 amount yet to be invoiced (including estimated Approved Expenses).

10. Intellectual Property and Reports

- 10.1 All rights, title and interest in any Foreground Intellectual Property shall (from the outset) be proprietary to, owned by and vested exclusively in the Client immediately on its coming into existence and full details of it shall be disclosed to the Client promptly as the same comes into being. The Client shall be entitled to seek protection in respect of Foreground Intellectual Property anywhere in the world by way of patents or otherwise as it shall decide in its own absolute discretion.
- 10.2 Notwithstanding termination of this Agreement for any reason whatsoever the Consultant shall at its expense do and execute, and shall procure that its employees and any Approved Sub-Contractors or Named Resource engaged in the performance of the Services do and execute any further thing or document as may be required by the Client to give effect to Clause 10.1 and shall fully assist and co-operate with CO2Sense Yorkshire in obtaining protection in respect of Foreground Intellectual Property, whether by way of patents or otherwise. Without prejudice to the generality of the foregoing, the Consultant shall ensure that any Foreground Intellectual Property emanating from the work of its Approved Sub-Contractors or Named Resource shall be owned by CO2Sense Yorkshire.
- 10.3 The Consultant warrants:
 - (a) that it does not hold any rights under any Intellectual Property (other than the Consultant Background Intellectual Property) which may directly or indirectly limit or prevent the Client's freedom to exploit the results of the Services;
 - (b) that it is not aware of any Intellectual Property (other than Consultant Background Intellectual Property) which would be infringed or misused by the exercise or exploitation of the Foreground Intellectual Property; and
 - (c) that it is able to conduct the Services without breaching any obligations it may owe to any third party now or, as far as it is at present aware, in the future and hereby undertakes to carry out the Services without breaching any such obligations and further undertakes not to assume any obligations to any third party which would be inconsistent with such undertaking.
- 10.4 The Consultant shall indemnify and hold the Client harmless (and keep indemnified and hold harmless notwithstanding termination of this Agreement) against any and all loss or damage (including without limitation any economic loss or other loss of profits, business or goodwill or any consequential loss) suffered by the Client as a result of the Consultant's breach of any or all the warranties in Condition 10.3.
- 10.5 The Consultant hereby grants to the Client an irrevocable transferable world-wide royalty free licence (with freedom to sub-licence) under the Consultant Background Intellectual Property and (to the extent that the Consultant is not prevented from doing so under any obligation it owes to any third party as at the date of this Agreement) in respect of any other Intellectual Property in which the Consultant holds or will at any

time hold any rights to the extent only that such Intellectual Property may limit the freedom of the Client to exploit the Foreground Intellectual Property or any results of the Services.

- 10.6 The Consultant shall not use (and shall ensure that no Approved Sub-Contractor or Named Resource shall use) any Intellectual Property either disclosed by the Client to the Consultant or any Foreground Intellectual Property except in the performance of the Consultant's obligations under this Agreement.
- 10.7 The Consultant shall not cause or permit anything to be done which may damage or endanger the Intellectual Property or Reports created or developed pursuant to the Contract.
- 10.8 The Consultant shall obtain any rights to reproduce or quote from secondary sources and make clear to the Client what additional permissions (if any) would be required were the Client to publish any Reports.
- 10.9 In the event that it publishes, reproduces or disseminates any Reports, the Client agrees that it will seek to give credit to the contribution made by the Consultant but shall not be liable to the Consultant in any way whatsoever for failure to do so.
- 10.10 Nothing in this Agreement shall be construed as implying any right or licence to the Consultant to exploit any Foreground Intellectual Property.

11. Corrupt Gifts/Payment of Commission/Actions against Consultant

- 11.1 The Consultant shall not give any gift or consideration whatsoever as an inducement or reward to any employee or agent of the Client, the Department of the Environment Transport and the Regions or the Department of Trade and Industry.
- 11.2 The Consultant agrees that it shall notify the Client of any civil or criminal action (other than a Road Traffic Act offence) taken against the Consultant or if a criminal action (other than a Road Traffic Act offence) is taken against any of the Named Resources or Nominated Consultant Representatives.
- 11.3 The Client may determine all or any of its contracts with the Consultant where the Consultant commits such an offence as is specified in Condition 11.1 or is subject to such an action as is specified in Condition 11.2 where in the opinion of the Client the relevant action might materially or adversely affect the suitability of the Consultant to be associated with the Contract or the ability of the Consultant to perform its obligations under the Contract, and in any such event no further contracts shall be awarded by the Client to the Consultant.

12. Health, Safety and Security

- 12.1 The Consultant shall ensure that its employees and anyone for whom it is vicariously liable comply with all fire, safety and security guidelines when on the Premises and/or any other property of the Client and any other policies communicated by the Client to the Consultant from time to time.
- 12.2 The Contractor shall take the steps reasonably required by the Client to prevent unauthorised persons being admitted to the Premises. If the Client gives the Contractor notice that a person is not entitled to be admitted to the Premises, the Contractor shall take all reasonable steps to prevent that person being admitted.
- 12.3 If and when instructed by the Client, the Contractor shall give to the Client a list of names and addresses of all persons who are or may be at any time concerned with the Services or any part of them specifying the capacities in which they are so concerned and giving such other particulars as the Client may reasonably require.
- 12.4 The decision of the Client as to whether any person is to be admitted to the Premises and as to whether the Contractor has furnished the information or taken the steps required of him by this condition shall be final and conclusive.
- 12.5 The Contractor shall bear the cost of any notice, instruction or decision of the Client under this Condition 12.
- 12.6 The Contractor undertakes and agrees to take all steps required to comply with the Data Protection Act 1984 and all other relevant legislation in complying with its obligations under the Contract.

13. Racial and Sexual Discrimination

- 13.1 The Consultant shall not unlawfully discriminate within the meaning and scope of the provisions of the Race Relations Act 1976 or the Sex Discrimination Act 1975 or relating to discrimination in employment.
- 13.2 The Consultant shall take all reasonable steps to secure the observance of the provisions of Condition 13.1 by all employees or agents of the Consultant and all Approved Sub-Contractors employed to provide the Services or any part thereof.

14. Indemnity

- 14.1 The Consultant shall fully indemnify, and keep fully indemnified the Client from and against all damage, losses, actions, costs, expenses, claims or demands whatsoever (including, without limitation, consequential loss or damage, claims, costs and expenses, loss of profits, loss of contracts, loss of reputation/goodwill, and all interest, penalties and legal or other costs and other professional costs and expenses) suffered by the Client as a result of or arising out of (whether directly or indirectly) the provision of the Services, any misrepresentation, any delays in production, any breach of contract, any breach of statutory duty, any tort (including without limit negligence), or any act or omission by the Consultant, its employees, subcontractors or agents. The remedies contained in this condition are without prejudice to and in addition to any warranties, indemnities, remedies and any other rights provided by law and/or statute and/or under any provision of this Contract for the benefit of the Client.

15. Insurance

15.1 The Consultant shall at its own cost:-

15.1.1 maintain a comprehensive policy of insurance with a reputable insurance company to cover the liability of the Consultant in respect of any act or default for which it may become liable to indemnify the Client under the terms and conditions of the Contract and/or these Conditions.

15.1.2 arrange that the minimum cover of that policy is as stated in Appendix 2(8) of the Contract.

15.1.3 increase such cover annually by the rate of increase in the Retail Prices Index in the preceding 12 months.

15.2 The Consultant shall upon request produce to the Client, its policy or policies or insurance, together with the receipt for the payment of the last premium in respect of each policy or produce documentary evidence that the policy or policies are properly maintained.

16. Termination of Contract

16.1 The Contract shall continue in force for the Term subject to Conditions 11.3, 16.2, 16.3, 16.4 and 17.

16.2 The Contract may be terminated immediately by the Client if the Consultant:

16.2.1 commits any material breach of any term or Condition of the Contract and which (in the case of a breach capable of being remedied) shall not have been remedied within 30 days of a written request by the Client to remedy it; or

16.2.2 is in material default under any other contract with the Client or any office or department thereof and such default has not been remedied to the satisfaction of the Client; or

16.2.3 shall convene a meeting of its creditors or if a proposal shall be made for a voluntary arrangement within Part I of the Insolvency Act 1986 or a proposal for any other composition scheme or arrangement with (or assignment for the benefit of) its creditors; or

16.2.4 shall be unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or

16.2.5 shall have a receiver, administrative receiver or similar officer appointed in respect of all or any part of its business or assets; or

16.2.6 shall have a petition presented against it or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the Consultant or for the making of an administration order; or

16.2.7 shall change the Named Resource or Nominated Consultant Representatives or the Nominated Consultant Representatives or Named Resource employed on any Assignment without the prior written consent of the Client; or

16.2.8 shall suffer any change of control, where control means one person has control over another person where it alone or jointly with a partner or quasi-partner owns more than half the capital or business assets of such other person or has the power to exercise more than half the voting rights in such other person or has the power to appoint more than half the members of the Board of Directors or other body legally representing such other person or has the right to manage the affairs of such other person.

- 16.3 The Contract may be terminated immediately by the Client if any representation or warranty made or repeated by the Consultant in connection with the Contract or in any statement made or delivered pursuant to any of them, is incorrect when made or repeated.
- 16.4 The Contract may be terminated by the Client giving the Consultant [30] days' written notice at any time and for any reason whatsoever.
- 16.5 Any termination of the Contract pursuant to this Condition 16 or Condition 17 shall be without prejudice to any other rights or remedies a party may be entitled to under the Contract or the Conditions or at law and shall not affect any accrued rights or liabilities of either party nor the coming into or continuance in force of any provision of the Contract or the Conditions which is expressly or by implication intended to come into or continue in force on or after such termination.

17. Non-Performance

- 17.1 If the Contractor fails to perform the Services to the satisfaction of the Client, and/or in accordance with the Contract, the Client shall (without prejudice to the power to terminate the Contract or any other remedy) be entitled to:

17.1.1 deduct from any invoice rendered by the Contractor in respect of the Services or in respect of any other Contract, such reasonable sum as the Client considers appropriate and necessary to remedy the default;

17.1.2 arrange for the performance of all or some of the Services for the whole or any part of the remaining Contract period by another person or persons, and to debar the Contractor and/or any of its employees, agents and/or subcontractors from the whole or any part of the Premises; and

17.1.3 recover the cost of any arrangements mentioned in Condition 17.1.2, having taken into account any sum deducted under Condition 17.1.1.

18. Force Majeure

- 18.1 Neither party to the Contract shall be liable for any breach of its obligations under the Contract or the Conditions resulting from causes beyond its reasonable control including but not limited to fires, labour disputes (of its own or other employees), insurrection or riots or delays in transportation, inability to obtain supplies, acts of terrorism or regulations of any civil or military authority.
- 18.2 If a default due to a Force Majeure event (as specified in Condition 18.1) shall continue for more than 4 weeks then the party not in default shall be entitled to terminate the Contract. Neither party shall have any liability to the other in respect of the termination of the Contract as a result of such an event.

19 Status and Tax Liabilities

19.1 Where the Consultant is an individual:-

19.1.1 it is the intention of the parties that the Consultant shall have the status of a self-employed person and shall not be entitled to any pension, bonus or other fringe benefits from the Client. It is agreed that the Consultant shall be responsible for all income tax liabilities and National Insurance or similar contributions in respect of the Consultant's fees; and

19.1.2 on execution of the Contract, the Consultant shall provide the Client with documentary evidence of the Consultant's self-employed status, such evidence to include the Schedule D number and any such other written evidence as satisfies or is requested by the Client's tax inspector.

19.2 Where the Consultant is not an individual the Consultant shall be responsible for making appropriate PAYE deductions for tax and National Insurance contributions from the remuneration the Consultant pays to the Nominated Consultant Representatives.

19.3 The Consultant indemnifies and agrees to keep indemnified the Client in respect of any claims that may be made by the relevant authorities against the Client in respect of income tax or National Insurance or similar contributions relating to any payments made in relation to the provision of the Services.

20. Notices

20.1 Any demand, notice or communication served in connection with the Contract or the Conditions must be either delivered by hand or sent by prepaid first class post and shall be deemed to have been duly served:-

20.1.1 if delivered by hand, when left at the address for service provided for in Condition 20.3 or;

20.1.2 if sent by prepaid first class post to the address for service provided for in Condition 20.3, 48 hours after being posted (excluding Saturdays, Sundays and bank or other public holidays in England).

20.2 Where, in the case of delivery by hand, such delivery occurs on a day which is a Saturday, Sunday or bank or other public holiday in England or after 4.00pm on any other day, service will be deemed to occur on the next Working Day.

20.3 Any demand, notice or communication will be made in writing addressed to the recipient at its address as stated in the Contract or such other address as shall be notified by that party to the other in accordance with this Condition 20.

21. Non-Solicitation

21.1 The Consultant undertakes and agrees that during the term of the Contract and for a period of six months thereafter, it shall not directly or indirectly entice away or attempt to entice away any employee of the Client. Further, during the term of the Contract, the Consultant shall not employ any person who has during a period of 12 months beforehand had been an employee of the Client without obtaining the prior written consent of the Client.

22. Miscellaneous

22.1 The Contract is personal to the Consultant who may not without the written consent of the Client assign mortgage charge or dispose of any of its rights under the Contract or sub-contract or otherwise delegate any of its obligations under the Contract except by way of sub-contract to an Approved Sub-Contractor.

22.2 Nothing in the Contract or the Conditions shall create or be deemed to create any agency or partnership between the parties.

22.3 Save for all implied conditions implied by law, the Contract and the Conditions contain the entire agreement between the parties with respect to its subject matter, supersede all previous agreements and understandings between the parties and may not be modified except by an instrument in writing signed by the duly authorised representatives of the parties.

22.4 The Consultant acknowledges that it does not enter into the Contract in reliance on any warranty, representation or undertaking other than those contained in the Contract and/or the Conditions and that its only remedies are for breach of contract. This Condition 22.4 shall not exclude any liability which the Client would otherwise have to the Consultant for any statements made fraudulently by the Client before the date of the Contract, or for death and/or personal injury which is caused by the Client's negligence.

22.5 If any provision of the Contract or the Conditions is held by any court or other competent authority to be void or unenforceable in whole or part the other provisions of the Contract and the remainder of the affected provisions shall continue to be valid.

22.6 Save as expressly provided in this Agreement, no term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party (being any person other than the parties and their permitted successors and assignees).

22.7 The Contract and the Conditions shall be governed by and construed in all respects in accordance with the laws of England and the Consultant agrees to submit to the exclusive jurisdiction of the English courts.