

## **CONSULTANCY AGREEMENT TERMS AND CONDITIONS**

These Terms and Conditions govern the provision of consultancy services by Elysian Services Ltd ("the Consultant") to the Client.

### **1. DEFINITIONS**

- 1.1 "Agreement" means these Terms and Conditions together with any Engagement Letter or Proposal.
- 1.2 "Client" means the person or organisation purchasing services.
- 1.3 "Services" means the consultancy services described in the Engagement Letter or Proposal.

### **2. BASIS OF CONTRACT**

- 2.1 The Agreement shall commence on the date the Client accepts the Proposal in writing, or commences a STRIPE auto-pay plan.
- 2.2 This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions.
- 2.3 No variation shall be effective unless agreed in writing and signed by both parties.
- 2.4 These terms and conditions are automatically agreed to upon commencement of work, regardless of a formal agreement.
- 2.5 STRIPE auto-pay requires a tick to accept these terms and conditions.

### **3. SERVICES**

- 3.1 The Consultant shall provide the Services with reasonable care and skill.
- 3.2 The scope of Services shall be as set out in the Engagement Letter or Proposal [including email].
- 3.3 Any additional services shall be subject to a separate agreement or written variation.

### **4. CLIENT OBLIGATIONS**

- 4.1 The Client shall:
  - (a) provide accurate and complete information;
  - (b) cooperate with the Consultant;
  - (c) provide timely access to personnel and systems.
- 4.2 The Consultant shall not be liable for delays caused by the Client.

### **5. FEES AND PAYMENT**

- 5.1 Fees shall be as set out in the Proposal and or engagement documentation [email agreement between consultant and client is considered formal and binding].
- 5.2 Invoices are payable within 7 days unless otherwise agreed [subscriptions are via STRIPE - see page 4].
- 5.3 The Consultant may charge interest on overdue sums at 2% above the Bank of England base rate.
- 5.4 The Consultant may suspend Services for non-payment.

## **6. EXPENSES**

6.1 The Client shall reimburse reasonable expenses incurred in delivering the Services. To be pre-agreed

## **7. TERM AND TERMINATION**

7.1 Either party may terminate this Agreement by giving 90 days' written notice.

7.2 The Consultant may terminate immediately for material breach.

7.3 On termination, all outstanding fees shall become immediately payable. In the case of subscriptions, the duration of the subscription will become immediately due, [for example, a 12-month subscription being cancelled after month 3, means a total payment for the remaining 9 months becomes immediately due].

## **8. INTELLECTUAL PROPERTY**

8.1 All intellectual property rights in materials created by the Consultant remain the property of the Consultant.

8.2 The Client is granted a non-exclusive, non-transferable licence to use deliverables for internal business purposes only.

## **9. CONFIDENTIALITY**

9.1 Each party shall keep confidential, all confidential information of the other party.

9.2 This obligation shall survive termination for a period of 3 years.

## **10. DATA PROTECTION**

10.1 Both parties shall comply with applicable data protection laws.

10.2 Where the Consultant processes personal data on behalf of the Client, the Consultant shall act as a processor and the Client as controller.

10.3 The Consultant shall implement appropriate technical and organisational measures to protect personal data.

## **11. LIABILITY**

11.1 Nothing in this Agreement excludes liability for death or personal injury caused by negligence, fraud, or any other liability which cannot be excluded by law.

11.2 Subject to clause 11.1, the Consultant's total liability shall not exceed the total fees paid in the preceding 12 months.

11.3 The Consultant shall not be liable for indirect or consequential loss.

## **12. FORCE MAJEURE**

12.1 Neither party shall be liable for failure to perform due to events beyond reasonable control.

## **13. SUBCONTRACTING**

13.1 The Consultant may use subcontractors and remains responsible for their performance.

## **14. NON-SOLICITATION**

14.1 The Client shall not solicit employees of the Consultant for 12 months following termination.

## **15. NOTICES**

15.1 Notices must be in writing and sent by email or recorded delivery.

## **16. SEVERABILITY**

16.1 If any provision is invalid, the remainder shall remain in force.

## **17. GOVERNING LAW**

17.1 This Agreement shall be governed by the laws of England and Wales.

17.2 The courts of England and Wales shall have exclusive jurisdiction.

## **SUBSCRIPTION PACKAGE TERMS AND CONDITIONS**

- Unused hours do not roll over.
- Complex cases, investigations, and projects may be scoped and charged separately.
- Tribunal support and formal legal proceedings are not included and incur separate charges.
- Response times and service levels agreed at onboarding.
- Packages are offered on a monthly subscription basis, and [upon agreement only] may be offered with a 3-month initial commitment to allow time for meaningful support and impact.
- 60 days' notice applies for the Prepare and Protect subscriptions.
- 90 days' notice applies for both the Partner & Strategic packages.
- We reserve the right to review pricing annually to reflect changes in business size, support requirements or due to external / economical factors.
- All subscriptions are set up via STRIPE autopay and automatically continue unless cancelled.