

TERMS AND CONDITIONS

- 1.1 The Client hereby agrees to engage the Consultant to identify the Client's needs and offers advocacy and Services. These Services will include any consulting and person-centred tasks which the Parties may agree on.
- 1.2 The Client is also of the opinion that the Consultant has the necessary qualifications, experience and ability to provide consulting services to the Client.
- 1.3 The terms of this Agreement will begin on the date it is signed and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in the Agreement. If either Party wishes to terminate this Agreement at any time, that Party will be required to provide seven days' written notice to the other Party. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.
- 1.4 Except, as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in GBP. The Consultant will charge the Client for the Services at the agreed hourly rate of £30.00. The Client will be invoiced monthly at the start of each month and are due upon receipt. In the event that this Agreement is terminated by the Client midway through a month of Services, the Consultant will be entitled to retain the whole of that month's remuneration provided that there has been no breach of contract on the part of the Consultant. If a Client chooses to cancel one week's session, the Consultant requires five working day's notice. The Client's missed session will then be deducted from the next monthly remuneration.
- 1.5 The Consultant will be responsible for all income tax liabilities and National Insurance or similar contributions relating to the Payment and the Consultant will indemnify the Client in respect of any such payments required to be made by the Client.
- 1.6 All expenses incurred during the provision of any of the Services of the Agreement will be payable by the Consultant.
- 1.7 Confidential information (the "Confidential Information") refers to any data, paperwork or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client. This excludes unidentifiable images photographed and used for social media content (See 1.8). The Consultant agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Consultant has obtained, except as authorised by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement. All relevant information will be deleted by the Consultant at the termination of any Services engaged in by the Client.
- 1.8 Any unidentifiable images of the Client used for social media - photographed whilst partaking in Services conducted by the Consultant - will remain property of the Consultant. However, all other intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, will be the sole property of the Client. The Consultant may not use the Intellectual Property for any purpose other than that contracted for this Agreement except with the written consent of the Client. The Consultant will be responsible for any and all damages resulting from the unauthorised use of the Intellectual Property. Upon

the expiry or termination of this Agreement, the Consultant will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

- 1.9 In providing the Services under this Agreement, it is expressly agreed that the Consultant is acting as an independent contractor and not as an employee. The Consultant and the Client acknowledge that this Agreement does not create a partnership, or joint venture between them, and is exclusively a contract for service.
- 2.0 Except as otherwise provided in this Agreement, the Consultant may, at their absolute discretion, engage a third-party sub-contractor to help perform any of their obligations under this Agreement. For the indemnification clause of this Agreement, the sub-contractor is an agent of the Consultant. The Client will not be requested to hire or engage any of these third parties in any such assistance.
- 2.1 Except as otherwise provided in this Agreement, the Consultant will have full control over working time, methods, and decision-making in relation to provision of the Services in accordance with the Agreement. The Consultant will work autonomously and not at the direction of the Client. However, the Consultant will be responsive to the reasonable needs and concerns of the Client.
- 2.2 Except as otherwise provided in this Agreement, the Consultant will provide, at the Consultant's own expense, any and all equipment, software, materials and any other supplies necessary to deliver the Services in accordance with the Agreement.
- 2.3 The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.
- 2.4 All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the Consultant's email address.
- 2.5 Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors and members and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors and members and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.
- 2.6 Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorised representative of each Party.
- 2.7 Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.
- 2.8 The Consultant will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.
- 2.9 It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.
- 3.0 This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

- 3.1 Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include all gender specifications and vice versa.
- 3.2 This Agreement will be governed by and construed in accordance with the laws of England.
- 3.3 In the event that any of the provisions of the Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.
- 3.4 The waiver by either Party of a breach, default, delay or omission of any of the provisions of the Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.