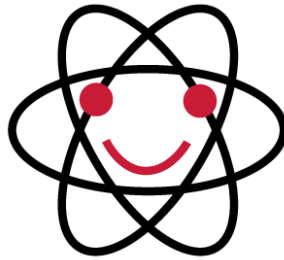


matt@goodlabs.uk
0300 302 3033



Goodlabs

Helping you to
do good better

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the "Agreement") presented **DATE**

BETWEEN:

CLIENT NAME
(the "Client")

- AND -

Goodlabs Consulting Limited, at 24 Cleveland Road, North Shields, England, NE29 0NG
(the "Contractor").

IN CONSIDERATION OF the mutual benefits and obligations set forth in this Agreement, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

Services Provided

1. The Client hereby agrees to engage the Contractor to provide the Client with the preparation and facilitation of a Strategy day and follow up report (the "Project").
2. The Services may also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide the Project for the Client.

Term of Agreement

3. The term of this Agreement (the "Term") will begin on the date above and will remain in force and effect for a period of six months, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended with the written consent of the Parties.
4. In the event that either Party wishes to terminate this Agreement prior to the project deadline, that Party will be required to provide 28 days' written notice to the other Party.

Performance

5. The Parties agree to do all necessary to ensure that the terms of this Agreement take effect.

Payment

6. For the Project delivered by the Contractor as required by this Agreement, the Client will pay the Contractor a fee of **£RATE per day**, for no greater than **X days work**. No VAT is payable.
7. The Client will be invoiced at the end of the Project.
8. Invoices submitted by the Contractor to the Client are due **within 14 days** of receipt, by bank transfer to: **Lloyds Bank, sort code: 30-96-96 account number: 71718168**
9. The Contractor will be responsible for all income tax liabilities and National Insurance or similar contributions relating to the Compensation and the Contractor will indemnify the Client in respect of any such payments required to be made by the Client.

Reimbursement of Expenses

10. The Contractor will be reimbursed for reasonable and necessary expenses incurred by the Contractor in connection with delivering the Project under this Agreement. The chargeable rate for mileage incurred shall be 45p per mile.
11. Any significant Contractor expenses expected to be incurred within the Project must be pre-approved by the Client.

Confidentiality

12. Confidential information (the "Confidential Information") refers to any data or information relating to the Client, whether business or personal, which would reasonably be considered to be private or proprietary to the Client and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
13. The Contractor agrees that it will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.
14. All written and oral information and material disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

Ownership of Intellectual Property

15. All 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 use of the Intellectual Property by the Client will not be restricted in any manner.
16. The Contractor may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client.

Return of Property

17. Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential data which is the property of the Client.

Capacity/Independent Contractor

18. In providing the Project under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

Notice

19. 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 of this Agreement as follows:

Client: **INSERT CLIENT**

Contractor: Goodlabs Consulting Limited
24 Cleveland Road, North Shields, England, NE29 0NG

or to such other address as any Party may from time to time notify the other.

Modification of Agreement

20. 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 authorized representative of each Party.

Assignment

21. The Contractor 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.

Governing Law

22. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the Country of England, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

23. In the event that any of the provisions of this 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.

Ancillary information

24. Goodlabs Consulting Limited is a company limited by guarantee, registered in England no. 10918740

Goodlabs is fully insured:	Public liability	£1,000,000
	Professional indemnity	£1,000,000

SIGNED AND DATED AS AGREED BY:



Matt Wilson, Goodlabs

INSERT NAME

INSERT DATE

Date: _____