

THIS AGREEMENT is made on the day            of            20

BETWEEN

**Vaadhoo Limited**, (Reg office) Bute House, Montgomery Way, Rosehill, Carlisle, CA1  
2RW ("the Consultant")

AND

(the Client")

IT IS AGREED as follows:

### **1. Interpretation**

**1.1** Unless the context otherwise admits words importing one gender shall include all other genders and words importing the singular shall include the plural and vice versa.

**1.2** Reference to any statutory provisions in this Agreement shall include any statutory provisions, which amends or replaces it.

**1.3** Any variation to these standard terms shall be contained within the schedule to this agreement

### **2. Terms of Service**

**2.1** The Principal hereby appoints the Consultant to supply professional advice about the deployment of screen technology and related software.

The scope of that advice shall include all aspects set out in the schedule of this agreement.

**2.2** During the agreement the Agent and Principal will work for the mutual and exclusive benefit of the parties in so far as this agreement has been written to obtain the contract for the Client.

**2.3** This Agreement shall remain in force for the period set out in the schedule below or until terminated by either party giving the other not less than 7 days' notice. Upon termination, the client shall pay any outstanding fees due for work reasonably done by the consultant up to that date including refunding any expenses already incurred and not yet repaid.

**2.4** This Agreement or any rights, duties and obligations hereunder shall not be assigned or transferred by either party without the prior consent in writing of the other party.

### **3. Payment**

**3.1** The price and or charge rate shall be set out in the schedule to this agreement.

**3.2** During the period of this Agreement the Consultant shall be paid reasonable expenses incurred in gathering the information required to carry out the work including reasonable hotel and travel costs. No expenses will be payable unless agreed by the principal before they are incurred.

**3.3** Subject to any special terms agreed in writing between the parties, the consultant shall invoice the client for work done in accordance with the payment terms set out in the schedule to this agreement in £ sterling.

**3.4** If the Buyer fails to make any payment as required under the agreed payment terms, without prejudice to any other right or remedy available the consultant shall be entitled to take any or all the following steps:

cancel the Contract and any dependent or related contract and/ or suspend any further delivery of service to the client;

charge the Buyer interest (both before and after any judgement) on the amount unpaid, at the rate of 3 per cent per annum above Barclays Bank PLC base rate from time to time accruing from day to day, until payment in full is made.

-charge a late payment invoice 7 days after the due date for payment of £25.00 plus VAT

**3.5** In the case of a declined payment or dishonoured payment the Buyer shall be liable for all consequential losses to the seller and shall pay an administration fee of £50 per declined transaction.

### **4. Confidentiality**

**4.1** The parties agree to hold all confidential information in trust and in confidence and not to use it for any purpose other than the contemplated purpose

**4.2** Neither party shall during the period of this Agreement or after the termination of this Agreement disclose or permit to be disclosed to any third party without the prior consent of the other any confidential information, trade secrets or proprietary data concerning the other party's business or any of their customers which come or may come to his knowledge because of the relationship other than that necessary to give performance to the terms of this agreement.

**4.3** Confidential information shall be Information disclosed under this Agreement (hereinafter known as "confidential information") shall include, but not be limited to, commercial, financial, technical, operational, marketing, promotional, all intellectual property or such other information, in whatever form, which concerns the business and affairs of the disclosing party and shall include confidential information disclosed orally or in writing and which would appear to a reasonable person to be confidential or proprietary.

**4.4** No copies are to be made or retained of the confidential information received from the other party

**4.5** No right or license is granted by either party to the other and the information remains the property of the disclosing party always.

**4.6** Neither party shall without consent of the other, disclose to any third party any confidential information obtained from the other in pursuance of this Agreement.

**4.7** The restriction in paragraph 4 shall not apply to information which:

- Is already in or comes in to the public domain, other than in breach of this Agreement;
- Is already known within the industry prior to the date of this Agreement;
- Is required to be disclosed by a court of law, regulatory authority or tribunal of competent jurisdiction;
- must reasonably be disclosed to give performance to the purpose of this contract.

## **5. Consultants obligations and liabilities**

**5.1** At all times the consultant will use their best endeavour and professional expertise to provide independent unbiased advice to the client under the terms of this agreement.

**5.2** The consultant shall meet any requirements of the client as to health and safety while visiting the client's premises.

**5.3** The consultant shall not base any advice based on a bribe or incentive offered by a third party and will offer advice based on what in their professional opinion is in the best interests of the client.

**5.4** Where any products or services recommended to the client can be supplied through the consultant such services and prices will be clearly stated and the client is under no obligation to purchase such services. Where such services are supplied the client and the consultant will enter in to a separate agreement for the supply of those items and a discount shall be offered by the consultant company that shall be set out in the schedule to this agreement.

## **6. Clients obligations**

**6.1** The client shall provide all information, and allow access to the client's premises as shall be sufficient to allow the consultant to fulfil their obligations under this agreement.

**6.2** During the agreement, the client shall notify the consultant of any changes in circumstances in respect of the client that changes any basis upon which the consultant is relying in preparation of this report and the client acknowledges that a failure in the respect could cause any advice given by the consultant to prove inaccurate or lead to additional costs being incurred by the consultant which the consultant would be entitled to recover.

**6.3** The client agrees that the role of the consultant is to gather information and to advise but any decision to act upon that advice is at the sole discretion and risk of the client.

## **7. Mutual Obligations**

**7.1** The parties shall share all information relevant or useful for fulfilling this agreement.

**7.2** Neither party shall use or permit to be used or register any of the others patents, trademarks, trade or brand names, registered designs or other intellectual property rights without the prior consent of the other party.

**7.3** Save as expressly authorised by the other party neither party shall incur any liabilities on behalf of the other nor make any representations or give any warranties on behalf of the other or enter any contract or agreements on behalf of the parties.

**7.4** Either party shall inform the other of any dispute, proceedings or claim relating to the terms of this agreement, but shall not institute, defend, settle or attempt to settle or make any admissions without the other party's express authority.

## **8. Termination**

**8.1** This Agreement may be terminated without prejudice to clause 2.4 if any of the following circumstances arise:

Where a party has committed a serious breach of this agreement;  
Where the conduct of either party is likely to have a serious or detrimental effect upon the others business, products and affairs;  
Where either party is unable to meet, or has no reasonable prospects of paying their debts the amounts or aggregate amounts of which equals or exceeds the bankruptcy level within the meaning of the Insolvency Act 1986 or enters a compromise for the benefit of their creditors or being a company becomes subject to an administration order or goes into liquidation or has a receiver of any of their property or assets appointed or ceases or threatens to cease to carry on business;  
Where either party commits any acts of dishonesty, fraud or theft.

**8.2** Such termination will take place with immediate effect on written notice to the other party and without prejudice to any remedy either party may have against the other for any breach committed prior to the date of such termination or which gave rise to the termination

## **9. Warranties**

**9.1** In performance of the obligations under this agreement the consultant warrants to use their best professional judgement in making any recommendations. Such recommendations shall amount to best advice based on the information available and the resources the consultant had access to from the client.

**9.2** Where a recommendation is made to a product or service supplied wither directly by the consultant or any third party the client understands no warranty is made under this agreement in respect of the product and service and such liability would attach, and be subject o limits, under a separate agreement for that product or service. No action would arise under this agreement.

**9.3** Any actions taken by the client based on the advice given are at the risk

**9.4** Any action arising under this agreement is limited to the value of the payments made under this agreement.

**9.5** Both parties warrant to use their best endeavours to meet the target date for completion of the agreed work as set out in the schedule to this agreement but unless specifically stated in the schedule time shall not be of the essence and no cause of action shall arise for either party because of late completion.

## **10. Force Majeure**

Neither party shall be liable for delay or failure to perform any obligation under this Agreement if the delay or failure is caused by any circumstances beyond their reasonable control, including but not limited to Acts of God, war, civil disorder or industrial disputes. If such delay or failure continues for a period of at least 28 days, the party not subject to the force majeure shall be entitled to terminate this Agreement by written notice to the other of termination of the agreement.

## **11. Notices**

**11.1** Any notice given by any of the parties shall be served on the other party by personal delivery, post or email to the receiving party's address set out in this Agreement or such other addresses as shall relate to where the parties carry out their normal course of business.

**11.2** Any such notice shall be deemed to be effectively served as follows:

In the case of service by recorded delivery or first-class post 96 hours after posting;

In the case of service by email transmission service shall be deemed to be received by close of business on the next working day. This being by 5pm local time for the party receiving the email.

## **12. General**

**12.1** The paragraphs, sub-paragraphs and clauses of this Agreement shall be read and construed independently of each other. Should any part of this Agreement or paragraphs, sub-paragraphs or clauses be found invalid it shall not affect the remaining paragraphs, sub-paragraphs and clauses.

**12.2** The Schedules to this Agreement constitute an integral part thereof.

**12.3** Failure by either party to enforce any accrued rights under this Agreement is not to be taken as or deemed to be a waiver of those rights unless the waiving party acknowledges the waiver in writing.

**12.4** No addition to or modification of any clause in this Agreement shall be binding on the parties after this agreement has been signed unless made in writing and signed by the signatories to this Agreement or their duly authorised representatives.

**12.5** This Agreement and attached schedule sets out the entire agreement and understanding of the parties and is in substitution of any previous written or oral

agreement between the parties.

**12.6** Reference to any Statutory Provisions in this Agreement shall include any Statutory Provisions, which amends or replaces it.

**13. Jurisdiction**

This Agreement shall be construed in accordance with the Laws of England and shall be subject to the exclusive jurisdiction of the English Courts.

**Schedule**

Scope of Work:

***Vaadhoo Limited***  
***CONFIDENTIAL***

Objectives:

Target date for completion of report:

Fees payable to the Consultant:

Payment Terms:

Agreed discount for any orders placed with the consultant:

Any variation of standard terms:

IN WITNESS of which the parties have signed this Agreement the day, month and year first above written.

Signature: \_\_\_\_\_

Name

Position

**Vaadhoo Limited**

Signature: \_\_\_\_\_

Name:

Position:

Company: