

# Terms of Business Agreement

This agreement is entered into between the following parties:

- [Supplier Name] ('the Supplier') of [Supplier address], and;
- [Client Name] ('the Client'), [Client registration details and address].

It is understood and agreed that:

1. The Supplier will provide services to the Client as a self-employed consultant on a non-exclusive basis.
2. The non-exclusive nature of this agreement allows the Supplier to provide services to other clients, including those whom the Client considers to be competitors.
3. The Supplier will primarily work remotely from the Greater Manchester area, but is willing and able to attend meetings within Greater Manchester given reasonable notice.
4. Travel expenses will be recharged at cost, and the Supplier will provide estimates of such costs in advance of incurring them.
5. Consultancy work, including travel time, is charged at a rate of £50 per hour, with a minimal charge of 2.5 hours.
6. No VAT is charged on consultancy fees as the Supplier is not registered for VAT.
7. All invoices from the Supplier will be sent to an agreed email address of the Client.
8. Payment must be made in full via electronic transfer to the Supplier's bank account within 14 calendar days of the invoice issue date.
9. If the Supplier is unavailable to complete work for any reason (e.g. illness, jury service), they will either arrange a substitute or reduce the fee charged by a pro-rata amount.
10. If a project is cancelled by the Client after the Supplier has commenced work, the Supplier will invoice for any time spent on the project up to the point of cancellation.
11. All project outputs, including, but not limited to, code, reports and designs, remain the property of the Supplier until such time that all invoices relating to the project are settled in full, whereupon they shall transfer to the Client.
12. The Supplier will host all Client data within the United Kingdom and not transfer such data outside of that jurisdiction without permission or instructions from the Client.
13. The Supplier will keep Client data confidential and not disclose it to any third parties, unless instructed by the Client or required by law.
14. This agreement will terminate immediately without notice:
  - a) on the insolvency, liquidation or bankruptcy of the Client;
  - b) on the institution of any proceedings by or against the creditors, either seeking to adjudicate the Client bankrupt or insolvent, or seeking its liquidation, winding up, reorganisation, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganisation or relief of debtors;
  - c) on the institution of any proceedings by or against the Client seeking the entry of an order for

relief or the appointment of a receiver, trustee or other similar official for it or any substantial part of its property.

15. This agreement may be terminated immediately upon written notice of the Supplier in the event that one or more invoices have an outstanding balance 14 days after the payment due date.
16. This agreement may be terminated at any time upon 30 days written notice of the Client.
17. This agreement may be terminated at any time upon 30 days written notice of the Supplier.
18. Termination under paragraphs 14 or 15 will be treated as a Client cancellation of all outstanding projects. Invoices for any work already undertaken and expenses incurred will be raised immediately.
19. In the event of the agreement being terminated by the Supplier or the Client, both parties will continue to be bound by the terms of the agreement with regards to any transactions completed, or that should have been completed, by either party prior to the effective date of cancellation, including the confidentiality obligations set out in paragraph 13 on a continuing basis.
20. This agreement replaces any previous Terms of Business Agreement entered into between the Client and the Supplier.
21. This agreement shall be governed by and construed in accordance with the laws of England and Wales, and any proceedings arising out of or connected with this agreement shall be subject to the exclusive jurisdiction of the English Courts.

We agree to the above Terms of Business.

**Signed on behalf of the Supplier:**

**Signature**

**Print Name**

**Date**

**Signed on behalf of the Client:**

**Signature**

**Print Name**

**Print Title**

**Date**