



**Enviromec Consulting Ltd**  
**Consultancy Terms and Conditions & Service Level Agreement**  
(The service proposal is set out in a separate document/email)

Enviromec Consulting Ltd UK Office, 20 Old Hackney Lane Matlock DE42QL

**IT IS HEREBY AGREED AS FOLLOWS**

**1. Interpretation**

1.1. Except where the context requires otherwise, words importing the masculine shall include the feminine; words importing the singular shall include the plural; words importing natural personage shall be equally applicable to corporate personage; and vice versa.

1.2. References to any statutory provision, authority, rule or code of practice shall be deemed to include the amended versions, replacements or successors of such.

1.3. The following definitions apply in this agreement:

‘Client Property’: all documents, books, manuals, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the business or affairs of the Client or its customers and business contacts, and any equipment, keys, hardware or software provided for the Consultant’s use by the Client during the agreement, and any data or documents (including copies) produced, maintained or stored by the Consultant on the Client or the Consultant’s computer systems or other electronic equipment during the agreement. ‘Confidential Information’: information in whatever form (including without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, customers, products, affairs and finances of the Client for the time being confidential to the Client and trade secrets including, without limitation, technical data and know-how relating to the business of the Client or any of its suppliers, customers, agents, distributors, shareholders, management or business contacts and including (but not limited to) information that the Consultant creates, develops, receives or obtains in connection with this agreement, whether or not such information (if in anything other than oral form) is marked confidential.

‘Intellectual Property’: all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in Confidential Information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world as at the date of this agreement or in the future.

‘Service Proposal’: a separate written document which shall contain details of the services to be provided by the Consultant to the Client, the manner in which the Consultant shall provide these services and the basis on which the Consultant shall be remunerated. The Service Proposal shall be attached as a schedule to this agreement

## 2 Relationship Between the Parties

2.1. The Client shall engage the Consultant and the Consultant shall provide the services on the terms of this agreement.

2.2. The relationship of the Consultant to the Client will be that of independent contractor and nothing in this agreement shall render him an employee, worker, agent or partner of the Client and the Consultant shall not hold himself out as such.

2.3. Neither party shall assign or transfer any of their rights, liabilities or obligations arising under this agreement without the prior written consent of the other party.

## 3. Term of Agreement

3.1. This agreement will commence on and will continue unless and until terminated:

a) as provided by the terms of this agreement; or

b) upon satisfactory completion of the services agreed under the Service Proposal or any extension or addition to those services which is agreed in writing; or

c) by either party giving to the other not less than weeks' prior written notice.

## 4. The Services Provided

4.1. The Consultant shall provide support and consultancy services to the client as required and as mutually agreed with all due care, skill and ability and use his best endeavours to promote the interests of the Client.

4.2. The exact nature and detail of the services which the Consultant shall provide to the Client shall be as set out in the Service Proposal.

4.3. Any amendment, extension or addition to the services must be agreed in writing.

4.4. The Consultant makes no guarantee that any particular services will be provided within a specific time frame or on any agreed dates and shall not be liable for any loss, damage or expense suffered by the Client as a result of any delay in service provision.

4.5. The Consultant shall use reasonable endeavours to ensure that he is available at all times on reasonable notice to provide such assistance or information as the Client may require.

4.6. The Consultant shall:

a) comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;

b) comply with the Client's Anti-bribery and Anti-corruption Policies as the Client may update from time to time;

c) promptly report to the Client any request or demand for any undue financial or other advantage of any kind received by the Consultant in connection with the performance of this agreement;

d) ensure that all persons associated with the Consultant or other persons who are performing services in connection with this agreement comply with this Clause

e) within months of the date of this agreement, and annually thereafter, certify to the Client in writing, his compliance with this Clause 4.6. The Consultant shall provide such supporting evidence of compliance as the Client may reasonably request.

4.7. Failure to comply with Clause 4.6 may result in the immediate termination of this agreement.

## 5. Payment for Services

5.1. Where the Consultant provides services to the Client as mutually agreed he shall charge the Client the sum agreed in the Service Proposal, which shall be subject to VAT.

5.2. Unless specified in the Service Proposal, the sum payable to the Consultant in respect of fees as set out in Clause 5.1 is not inclusive of any disbursements or expenses which he may incur, and the Consultant shall charge these expenses and disbursements to the Client.

5.3. The Client shall settle all invoices which are raised against him by the Consultant within 7 days. Where the Client is late in making payment the Consultant shall be entitled to recover from him all reasonable costs and expenses incurred in securing payment.

5.4. Failure to settle payment within the timeframe agreed in 5.3 shall entitle the Consultant to claim, in addition to the sums invoiced, interest on those sums at a rate of 5 percentage points per annum above the Bank of England Base Rate.

5.5. The Client shall be entitled to deduct from the fees (and any other sums) due to the Consultant any sums that the Consultant may owe to the Client at any time.

5.6. Payment in full or in part of the fees claimed under Clause 5 or any expenses claimed under Clause 6 shall be without prejudice to any claims or rights of the Client against the Consultant in respect of the provision of the services.

## 6. Expenses

6.1. Subject to Clause 6.2 and to production of receipts or other appropriate evidence of payment, the Client shall reimburse all reasonable expenses properly and necessarily incurred by the Consultant in the course of providing the services under this agreement.

6.2. Where the Client is based more than miles outside the Consultant will charge to the Client all reasonable travel expenses which are incurred in attending the Client's premises. These shall include rail, air, underground and taxi fares or, where the Consultant or his employees or agents travel by private car, an allowance of per mile.

6.3. If the Consultant is required to travel abroad in the course of providing the services under this agreement he shall be responsible for any necessary insurances, inoculations and immigration requirements.

## 7. Client's Obligations

7.1. The Client shall provide the Consultant with such information, support, co-operation and facilities as may be necessary in order to provide the services.

7.2. The Client agrees and covenants that he will not recruit or attempt to procure the recruitment of any employee of the Consultant between the signing of this agreement and the expiration of 6 months from the completion of the services as agreed in the Service Proposal or any extension or addition to these services which is agreed in writing.

## 8. Confidentiality

8.1. The Consultant acknowledges that in the course of this agreement he will have access to Confidential Information. The Consultant has therefore agreed to accept the restrictions in this

8.2. The Consultant shall not (except in the proper course of his duties), either during the term of this agreement or at any time after the termination of this agreement, use or disclose to any third party (and shall use his best endeavours to prevent the publication or disclosure of) any Confidential Information. This restriction does not apply to:

- a) any use or disclosure authorised by the Client or required by law; or
- b) any information which is already in, or comes into, the public domain otherwise than through the Consultant's unauthorised disclosure.

8.3. At any stage during this agreement, the Consultant will promptly on request return all and any Client Property in his possession to the Client.

8.4. Where the Consultant provides services to the Client through a delegate such as an employee or subcontractor, the Consultant will ensure that the said delegate signs a comparable confidentiality undertaking.

## 9. Data Protection

9.1. The Consultant consents to the Client holding and processing data relating to him for legal, personnel, administrative and management purposes and in particular to the processing of any "sensitive personal data" (as defined in the Data Protection Act 1998) relating to the Consultant.

9.2. The Consultant consents to the Client making such information available to those who provide products or services to the Client.

9.3. The Consultant consents to the transfer of such information to the Client's business contacts outside the European Economic Area in order to further its business interests.

## 10. Intellectual Property

10.1. Where the Client provides the Consultant with documentation, literary materials or media in order to enable the Consultant to provide the services, there shall be no transfer of Intellectual Property vested in these, and the aforementioned Intellectual Property shall remain the sole property of the Client.

10.2. All Intellectual Property in the services provided and delivered to the Client by the Consultant shall remain the sole property of the Consultant and the Client shall not redistribute or publish this Intellectual Property without the prior written consent of the Consultant.

10.3. Neither the Client nor the Consultant claim or assert any rights to Intellectual Property belonging to any third party which may be used under licence or otherwise lawfully during the course of this agreement.

## 11. Termination

11.1. Without prejudice to Clause 3.1, either party may terminate this agreement with immediate effect without notice if the other party:

- a) expressly or impliedly repudiates this Agreement by refusing or threatening to refuse to comply with any of the provisions of this agreement; or
- b) goes into liquidation either compulsory or voluntary (save for the purpose of reconstruction or amalgamation); or
- c) convenes any meeting of creditors or passes a resolution for winding up or suffers a petition for winding up; or
- d) has an administrative receiver or receiver appointed over the whole or part of its assets or suffers the appointment of an administrator; or
- e) being an individual has a bankruptcy order made against him or is declared en désastre, or compounds with his creditors or comes to any arrangements with any creditors; or
- f) is wound up or a court of competent jurisdiction makes an order to that effect; or
- g) commits a material breach of any term of this agreement (and, except in the case of a breach not capable of being remedied), such breach has not been remedied within 30 days of receipt of a written request to remedy the breach; or
- h) is directed to do so by any regulatory authority; or
- i) there is a change in control of such other party and for this purpose "control" shall have the meaning ascribed to it in Section 840 of the Income and Corporation Taxes Act 1988.

11.2. Upon termination of this agreement, outstanding payments in respect of services provided by the Consultant shall become immediately due.

## 12. Notices

12.1. Any notice given to a party under or in connection with this contract shall be in writing and shall be:

- a) Delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office or its principal place of business (if a company) or (in the case of the Consultant) his last known address; or
- b) Sent by fax to its main fax number.

12.2. Any notice shall be deemed to have been received:

- a) if delivered by hand, on signature of a delivery receipt;
- b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00am on the second business day after posting;
- c) if sent by fax, at 9.00am on the next business day after transmission.

12.3. This Clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

### 13. Limitation of Liability

13.1. The Consultant shall not be responsible in any circumstances to the Client or any third party for any indirect or consequential or inconsequential or economic damage or loss, howsoever caused, whether as a result of negligence, misrepresentation, breach of contract or otherwise.

13.2. Nothing in the forgoing shall be read as restricting or limiting in any way the Consultant's liability for death or personal injury.

### 14. Indemnity

14.1. The Client shall indemnify the Consultant against any loss or damage which results from the Client's breach of this agreement or failure to abide by any of its terms.

### 15. Warranties

15.1. Both parties and the signatories to this agreement warrant that they are authorised and permitted to enter into this agreement, and have obtained all necessary permissions and approvals.

15.2. Both parties warrant and undertake that they are not aware as at the date of this agreement of anything within their reasonable control which might or will adversely affect their ability to fulfil the obligations under this agreement.

### 16. Counterparts

16.1. This agreement may be executed in any number of counterparts, each of which, when executed, shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

### 17. Entire Agreement and Variation

17.1. This agreement constitutes the entire agreement between the parties. It supersedes and extinguishes any previous agreements, promises, assurances, warranties, representations and understandings between them, whether orally or in writing, relating to the subject matter.

17.2. Each party acknowledges that, in entering into this agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this agreement. Nothing in this clause shall limit or exclude any liability for fraud or for fraudulent misrepresentation.

17.3. Any variation of this agreement must be made in writing and signed by both the Consultant and the Client

### 18. Governing Law

18.1. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

18.2. The parties irrevocably agree to submit to the exclusive jurisdiction of the courts of England over any claim or matter arising under or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

### 19. Severability

19.1. If any term or provision in this agreement shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law that term or provision or part shall to that extent be deemed not to form part of this agreement and the enforceability of the remainder of this agreement shall not be affected.

## 20. Third Party Rights

20.1. A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This agreement has been entered into on the date stated at the beginning of this agreement.