

CONSULTING CALL AGREEMENT

BETWEEN:

- (1) **OPTIMISE YOUR SOFTWARE LTD** of 4 Parklands Court, 171 Goring Road, Worthing, BN12 4BB
- (2) Full name of
-

[INSERT THE CORRECT COMPANY NAME AND REGISTERED NUMBER AND REGISTERED OFFICE ADDRESS]

Agreed terms

1. TERM OF ENGAGEMENT

- 1.1 You are engaging me as a Software Transformation Consultant to provide consulting services (**Services**) on the terms of this agreement.
- 1.2 This contract between us will commence on the date you sign this agreement and will continue unless and until terminated by either of us giving 4 weeks' notice to the other in writing to the relevant address set out above.

2. SESSIONS AND CANCELLATION

- 2.1 Each appointment at which the Services are provided (**Session**) will last for a maximum of 50 minutes and will take place via Google Meet unless we agree to an alternative solution (such as telephone, zoom, MS Teams etc)
- 2.2 Either of us may cancel a Session by notice in writing, by email or by telephone to the other no less than 24 hours prior to the start of the Session.
- 2.3 If you cancel a Session then you must pay the following cancellation fees:
 - (a) no cancellation fee if you cancel a Session more than 24 hours before the start time of the Session; and
 - (b) the full Session fee if you cancel the Session on or less than 24 hours prior to the start time of the Session.
- 2.4 If either of us cancel a Session, we will re-schedule the Session at the earliest mutually convenient time.
- 2.5 I will ask you to complete a questionnaire in advance of our first Session and you will provide true and accurate answers to the questions

3. DUTIES OF COACH

- 3.1 I shall provide the Services with due care, skill, and ability.
- 3.2 Other than as set out in clause 3.1 above, all warranties and representations are excluded to the fullest extent permitted by law. Due to the nature of consulting, I do not guarantee any particular results.
- 3.3 If for any reason I am unable to provide the Services at the agreed time, I will provide you with as much notice as possible and we shall reschedule the Session for a time mutually agreed.

4. FEES

- 4.1 In consideration of me providing the Services to you, you will pay me a fee for each Session of £149 per call exclusive of VAT.
- 4.2 If you contact me between scheduled Sessions then I may at my discretion provide a brief response to you free of charge. If however I consider that more time is needed to deal appropriately with your communication then I may either:
- (a) advise you to arrange an additional Session (at the fees set out in Clause 4.1 above); or
 - (b) inform you of the time I would need to spend in responding to you and the fee which would be payable by you for such a response. I will obtain your approval to such fee before incurring any fees.
- 4.3 I will invoice you upon booking for the fees set out in this Clause 4 (together with VAT which shall be charged in addition to the fees, where appropriate).
- 4.4 You shall pay each of my invoices in full and in cleared funds prior to our scheduled call to the bank account nominated in writing by me.
- 4.5 You shall be responsible for all travel, accommodation and other subsistence costs and all other expenses incurred by you in connection with your participation in the Sessions.
- 4.6 Without prejudice to any other right or remedy that I may have, if you fail to pay me on the due date, I may:
- (a) charge interest on such sum from the due date for payment at the annual rate of 4% above the base rate from time to time of MONZO Bank Ltd accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment and you shall pay the interest immediately on demand; and
 - (b) suspend all Services until payment has been made in full.

4.7 All sums payable under this agreement shall become due immediately on termination of this agreement, despite any other provision. This clause 4.7 is without prejudice to any right to claim for interest under the law, or any such right under this agreement.

5. CONFIDENTIAL INFORMATION

5.1 I acknowledge that in the course of providing the Services I will have access to Confidential Information (as defined in clause 16).

5.2 I agree not to (except in the proper course of my duties) use or disclose to any third party any Confidential Information. This restriction does not apply to:

- (a) any use or disclosure authorised by you or required by law;
- (b) any use or disclosure which I in my absolute discretion consider necessary or advisable in order to prevent illegal acts or harm to you or to others; or
- (c) any information which is already in, or comes into, the public domain otherwise than through my unauthorised disclosure.

5.3 You may disclose to third parties such information about the Sessions as you wish.

6. DATA PROTECTION AND INTELLECTUAL PROPERTY

6.1 You acknowledge that your personal data will be processed by and on behalf of me as part of me providing you with the Services. I will use and process your personal data in accordance with my Privacy Notice that you can view at

<https://storage.googleapis.com/msgsndr/OvWtAnZO2W8QoH0AQDwV/media/661800efacd1b2eaab78df63.pdf>

6.2 I am the owner or the licensee of all Intellectual Property Rights and all other rights in the materials and content that I use within the Sessions and nothing in this agreement or otherwise shall operate to transfer the ownership of the Intellectual Property Rights in such material or content to you or to any other person.

6.3 You may not at any time copy, reproduce, publish in any form, share, sell, dispose of or otherwise make available to a third party in any way any of the content or materials that I use in the Sessions.

6.4 I grant to you a limited, non-exclusive, non-transferable, non-sub licensable revocable licence to use all or any of the content or material used in the Sessions for the purposes for which the Sessions were provided only.

6.5 You may not without my prior written consent make any audio or visual recordings of all or any part of our Sessions.

7. OBLIGATIONS ON TERMINATION

- 7.1 If either of us give notice to terminate this agreement pursuant to clause 1.2, then as soon as reasonably practicable after such notice (and in any event before the date of termination of this agreement), you shall make yourself available for a final Session.
- 7.2 On or before the date of termination of this agreement, you shall immediately pay any unpaid fees or other sums payable under this agreement.
- 7.3 Termination of this agreement shall not affect the accrued rights, remedies, obligations and liabilities of either of us as at the date of termination of this agreement, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination.
- 7.4 Clauses which expressly or by implication have effect after termination shall continue in full force and effect after the date of termination of this agreement, including the following clauses: clause 5 (Confidential Information), this clause 7, clause 9 (Limitation on liability) and clause 15 (Governing law and jurisdiction).

8. STATUS

The relationship between us will be that of independent contractor and nothing in this agreement shall render me your employee, worker, agent or partner.

9. LIMITATION ON LIABILITY

- 9.1 Nothing in this clause 9 shall limit my liability for death or personal injury caused by my negligence or for my fraud or fraudulent misrepresentation or for any matter for which liability cannot be legally excluded or limited.
- 9.2 I shall not be liable for any loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of goods, loss of contract, loss of corruption of data or information or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses suffered or incurred by you as a result of you entering into this agreement and me providing the Services.
- 9.3 My total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this agreement shall in all circumstances be limited to the total price paid by you for the Sessions.
- 9.4 If I am prevented from or delayed in performing my obligations by your act or omission or by any circumstance outside of my control, I shall not be liable to you for any costs, charges or losses sustained or incurred by you that arise directly or indirectly from such prevention or delay.

9.5 The provisions of this clause 9 shall survive termination of this agreement.

10. FORCE MAJEURE

I shall not be in breach of this agreement, nor liable for any failure or delay in performance of any obligations under this agreement arising from or attributable to acts, events, omissions or accidents beyond my reasonable control.

11. ENTIRE AGREEMENT AND PREVIOUS CONTRACTS

You acknowledge and agree that:

- (a) this agreement constitutes the entire agreement and understanding between us and supersedes any previous arrangement, understanding or agreement between us relating to the provision of the Services (which shall be deemed to have been terminated by mutual consent);
- (b) in entering into this agreement you have not relied on any Pre-Contractual Statement (as defined in clause 16).

12. VARIATION

No variation of this agreement shall be valid unless it is in writing and signed by or on behalf of each of us.

13. COUNTERPARTS

This agreement may be executed in any number of counterparts, each of which, when executed, shall be an original, and all the counterparts together shall constitute one and the same instrument.

14. THIRD PARTY RIGHTS

14.1 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.

14.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement are not subject to the consent of any person that is not a party to this agreement.

15. GOVERNING LAW AND JURISDICTION

15.1 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 English law.

15.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

16. INTERPRETATION

16.1 The definitions and rules of interpretation in this clause apply in this agreement (unless the context requires otherwise).

Confidential Information: information in whatever form relating to you and your affairs that are confidential to you including (but not limited to): (i) information that I obtain in connection with the provision of the Services and (ii) the fact that I am providing the Services to you.

Pre-Contractual Statement: any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this agreement or not) relating to the provision of the Services other than as expressly set out in this agreement.

16.2 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

16.3 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

16.4 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.

Signed by [INSERT NAME OF CLIENT] [OR
WHERE CLIENT IS A LIMITED COMPANY [SIGNATURE OF CLIENT]
INSERT NAME OF INDIVIDUAL SIGNING
“ON BEHALF OF” AND THEN THE NAME
OF THE LIMITED COMPANY]

Date

Signed by **LUCY IGNATIADIS** ON BEHALF
OF OPTIMISE YOUR SOFTWARE LTD **LUCY IGNATIADIS**

Date