

Engagement Letter & Terms of Business

DATE

PARTIES

the "Supplier"

Josxph Limited (15145694) of 82a James Carter Road, Bury St. Edmunds, England, IP28 7DE (the "Discloser");

and

the "Client"

Company:

Company number:

Registered address:

AGREEMENT

1. General

- 1.1 This Agreement shall come into force upon the Effective Date.
- 1.2 The Supplier will provide the agreed services to the Client for a consideration.
- 1.3 The Supplier will work as a consultant to the Client on a non-exclusive basis, and will work either remotely or on-site as agreed.
- 1.4 The Supplier will keep any and all Client data confidential and will not disclose it to any third parties under any circumstance, unless expressly requested to do so by the Client, or if required to do so by law.
- 1.5 The Supplier will provide to the Client upon request copies of public liability and professional indemnity insurance certificates.
- 1.6 This Agreement may be supplemented with a fee schedule and project requirements as needed which will be shared between the Supplier and the Client in writing.

2 Payment

- 2.1 All invoices from the Supplier will be sent to the Client at an agreed email address to be processed for payment.

- 2.2 Invoices will be sent in line with the agreed payment schedule, either at the end of the project, at agreed stages throughout the project, or on a recurring weekly/monthly basis.
- 2.3 Invoices are to be paid by bank transfer within 7 calendar days.
- 2.4 If a project is cancelled by the Client after the Supplier has commenced work, the Supplier will invoice for any time worked up to the point of cancellation.
- 2.5 If the Supplier is unable to complete work due to a reasonable unforeseen circumstance (eg. illness, jury service), the Supplier will discuss with the Client and make all reasonable endeavors to make alternative arrangements.
- 2.6 All project outputs, including but not limited to plans, designs, concept drawings, documentation, and reports remain the property of the Supplier until such time that all invoices relating to the project are settled in full, whereupon the rights shall transfer to the Client.
- 2.7 Any travel expenses incurred by the Supplier will be recharged at cost, and will be agreed with the Client in advance.
- 2.8 Consultancy work including travel time is charged in line with the Supplier day rates, or to an agreed fixed fee or bespoke fee schedule. This will be agreed separately in writing in advance.

3 Termination

- 3.1 Either party may terminate this Agreement and by extension any ongoing program of work by giving at least 7 days' written notice of termination to the other party.
- 3.2 Except to the extent that this Agreement expressly provides otherwise, the termination of this Agreement shall not affect the accrued rights of either party.
- 2.1 Nothing in this Agreement shall exclude or limit any liability of a party for fraud or fraudulent misrepresentation, or any other liability of a party that may not be excluded or limited under applicable law.
- 2.2 This Agreement shall constitute the entire agreement between the parties in relation to the subject matter of this Agreement, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.
- 2.3 This Agreement shall be governed by and construed in accordance with English law.

EXECUTION

The parties have indicated their acceptance of this Agreement by executing it below.

SIGNED by Joe Lavery

SIGNED by _____

duly authorised for and on behalf of Josxph Limited
(the "Supplier")

duly authorised for and on behalf of
_____ (the "Client")