

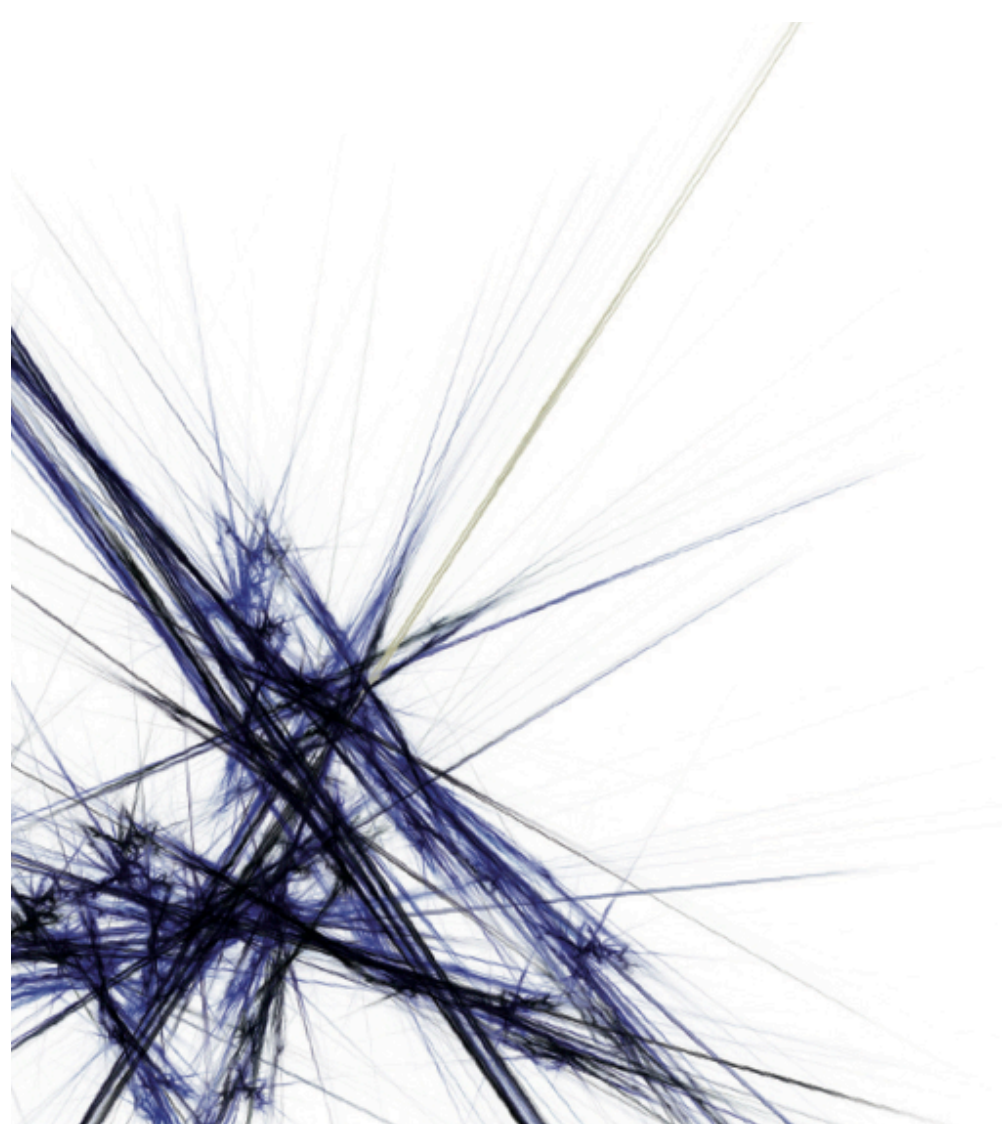
Self-Employed Consultancy Agreement

between

and

6 Alpha Associates Ltd

Dated 2018



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This agreement is dated the _____

Between

1. **6 ALPHA ASSOCIATES LIMITED** incorporated and registered in England and Wales with company number 05119798 whose registered office is at 23 Church Street, Rickmansworth, Hertfordshire, WD3 1DE (**"the Company"**); and
2. _____ of _____
_____ (**"the Consultant"**)

Whereby it is Agreed

1. INTERPRETATION

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

"Board"; the board of directors of the Company (including any committee of the board duly appointed by it).

"Business Opportunities"; any opportunities which the Consultant or the Individual becomes aware of during the Engagement which relate to the business of the Company or any Group Company or which the Board reasonably considers might be of benefit to the Company or any Group Company.

"Capacity"; as agent, consultant, director, employee, owner, partner, shareholder or in any other capacity.

"Commencement Date"; means _____.

"Confidential Information"; information (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory) relating to the business, products, affairs and finances of the Company or any Group Company for the time being confidential to the Company or any Group Company and trade secrets including, without limitation, technical data and know-how relating to the business of the Company or of any Group Company or any of its or their business contacts.

“Deliverables”; all Documents, products and materials developed by the Consultant, the Individual or its agents, subcontractors, consultants and employees in relation to the Project Plans from time to time in any form, including computer programs, data, reports and specifications (including drafts) and any other deliverables stated in the Project Plans from time to time.

“Engagement”; the engagement of the Consultant by the Company under each of the Projects agreed between them from time to time on the terms of and construed in accordance with this Agreement.

“Group Company”; means the Company, any company of which it is a Subsidiary (its holding company) and any other Subsidiaries of the Company or any such holding company and references to the **“Group”** shall be construed accordingly.

“Individual”; means _____.

“In-put Material”; all Documents, information and materials provided by the Company relating to the Services, including computer programs, data, reports and specifications or any of the in-put materials specified in the Project Plan(s) from time to time.

“Insurance Policies”; commercial general liability insurance cover, employer’s liability insurance cover, professional indemnity cover and public liability insurance cover in so far as each is applicable to the Engagement.

“Intellectual Property Rights”; patents, rights to Inventions, copyright and related rights, trade marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database 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 (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

“Invention”; any invention, idea, discovery, development, improvement or innovation made by the Consultant or by the Individual in connection with the provision of the Services, whether or not patentable or capable of registration, and whether or not recorded in any medium.

“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 Engagement other than as expressly set out in this agreement or any documents referred to in it.

“Project”, means the project as described in the Project Plan.

“Project Milestones”; a date by which a part of the Project is to be completed, as set out in the Project Plan.

“Project Plan”; the detailed plan describing the Project and setting out the Project timetable (including Project Milestones) and responsibilities for the provision of the Services agreed in accordance with clause 3.

“Project Specification”; the specification for the Project agreed in accordance with clause 3 and, on such agreement, to be attached to this agreement and to form Schedule 2.

“Quarter”; any period of three consecutive calendar months which shall commence on the Commencement Date or any date which is the day after the end of the previous quarter.

“Services”; the services described in the Schedule 1.

“Subsidiary”; in relation to a company (a holding company) means a subsidiary (as defined in section 1159 of the Companies Act 2006) and any other company which is a subsidiary (as so defined) of a company which is itself a subsidiary of such holding company.

“Substitute”; a substitute for the Individual appointed under the terms of clause 4.5.

“Termination Date”; the date of termination of this agreement howsoever arising.

“Works”; all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software programs, inventions, ideas, discoveries, developments, improvements or innovations and all materials embodying them in whatever form, including but not limited to hard copy and electronic form, prepared by the Consultant or the Individual in connection with the provision of the Services.

1.2 The headings in this agreement are inserted for convenience only and shall not affect its construction.

1.3 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.

1.4 A reference to one gender includes a reference to the other gender.

1.5 The schedules to this agreement form part of (and are incorporated into) this agreement.

2. TERM OF ENGAGEMENT

2.1 The Company shall engage the Consultant and the Consultant shall provide the Services in accordance with the terms of this agreement.

2.2 The Engagement shall commence on the Commencement Date and shall continue unless and until terminated:

2.2.1 as provided by the terms of this agreement; or

2.2.2 by either party giving to the other not less than one months’ prior written notice.

3. PROJECT PLAN AND PROJECT SPECIFICATION

3.1 The Project Plan(s) and Project Specification(s) shall be agreed in the following manner:

3.1.1 the Company shall provide the Consultant with a request for a Project Plan and Project Specification, setting out the requirements and specifications of the

services which it is requesting from the Consultant, including a description of what work is to be done, dates by which it or each stage of the work is to be started and finished, the Deliverables and the In-put Materials;

3.1.2 the Consultant shall, within 5 days of receipt of a request for a Project Plan and Project Specification, provide the Company, at no cost, with a draft Project Plan and Project Specification; and

3.1.3 the Consultant and the Company shall discuss and agree the draft Project Plan and Project Specification. When they have been agreed, they shall both sign a copy of them and they shall become Schedule 2, and subject to this agreement.

3.2 Once the Project Plan and Project Specification have been agreed and signed in accordance with clause 3.1.3, no amendment shall be made to them except in accordance with clause 19.

3.3 The parties to this Agreement acknowledge that from time to time a number of Projects may be entered into between the Consultant and the Company and each new Project shall be a stand alone Project and shall not be affected by nor construed in accordance with nor act to replace or supersede any pre-existing Project and for the avoidance of doubt the parties agree that each new Project shall be treated as a separate contract between the parties which shall be governed by and construed in accordance with the terms of this Agreement.

3.4 The conclusion of any one Project, pursuant to the terms of the Project Plan, shall not act to bring the Engagement to an end and the parties acknowledge that the Engagement can only be terminated pursuant to the terms of this Agreement or by operation of law.

4. CONSULTANT'S DUTIES

4.1 During the Engagement the Consultant shall, and (where appropriate) shall procure that the Individual shall:

4.1.1 provide the Services with all due care, skill and ability and use its or his best endeavours to promote the interests of the Company or any member of its Group;

- 4.1.2** unless the Individual is prevented by ill health or accident, devote sufficient time to the Project and in any event no less than that agreed in the Project Plan to the carrying out of the Services together with such additional time if any as may be necessary for their proper performance;
- 4.1.3** promptly give to the Board all such information and reports as it may reasonably require in connection with matters relating to the provision of the Services or the business of the Group.
- 4.2** The Consultant shall manage and complete the Services, and deliver the Deliverables to the Company, in accordance with the Project Plan and Project Specification, and shall allocate sufficient resources to the Project to enable it to comply with this obligation.
- 4.3** The Consultant shall meet, and time is of the essence as to any Project Milestones specified in the Project Plan. If the Consultant fails to do so, the Company may (without prejudice to any other rights it may have):

 - 4.3.1** terminate this agreement in whole or in part without liability to the Consultant;
 - 4.3.2** refuse to accept any subsequent performance of the Services which the Consultant attempts to make;
 - 4.3.3** purchase substitute services from elsewhere;
 - 4.3.4** hold the Consultant accountable for any loss and additional costs incurred; and
 - 4.3.5** have all sums previously paid by the Company to the Consultant under this agreement refunded by the Consultant.
- 4.4** If the Individual is unable to provide the Services due to illness or injury the Consultant shall advise the Company of that fact as soon as reasonably practicable and shall provide such evidence of the Individual's illness or injury as the Company may reasonably require. For the avoidance of doubt, no fee shall be payable in accordance with clause 5 in respect of any period during which the Services are not provided.
- 4.5** The Consultant may, with the prior written approval of the Board and subject to the following proviso, appoint a suitably qualified and skilled Substitute to

perform the Services instead of the Individual, provided that the substitute shall be required to enter into direct undertakings with the Company, including with regard to confidentiality. If the Company accepts the Substitute, the Consultant shall continue to invoice the Company in accordance with clause 5 and shall be responsible for the remuneration of the Substitute.

- 4.6** The Consultant shall procure that the Individual is available at all times on reasonable notice to provide such assistance or information as the Company may require.
- 4.7** Unless it or he has been specifically authorised to do so by the Company in writing:
 - 4.7.1** neither the Consultant nor the Individual shall have any authority to incur any expenditure in the name of or for the account of the Company; or
 - 4.7.2** the Consultant shall not hold itself (and shall procure that the Individual shall not hold himself) out as having authority to bind the Company.
- 4.8** The Consultant shall, and shall procure that the Individual shall, comply with all reasonable standards of safety and comply with the Company's health and safety procedures from time to time in force at the premises where the Services are provided and report to the Company any unsafe working conditions or practices.
- 4.9** The Consultant undertakes to the Company that during the Engagement it shall, and shall procure that the Individual shall, take all reasonable steps to offer (or cause to be offered) to the Company any Business Opportunities as soon as practicable after the same shall have come to its or his knowledge and in any event before the same shall have been offered by the Consultant or the Individual (or caused by the Consultant or the Individual to be offered to) any other party provided that nothing in this clause shall require the Consultant or the Individual to disclose any Business Opportunities to the Company if to do so would result in a breach by the Consultant or the Individual of any obligation of confidentiality or of any fiduciary duty owed by it or him to any other person, firm or company.

- 4.10** The Consultant may use another person, firm, company or organisation to perform any administrative, clerical or secretarial functions which are reasonably incidental to the provision of the Services provided that the Company will not be liable to bear the cost of such functions.

5. COMPANY'S DUTIES

5.1 The Company shall:

- 5.1.1** co-operate with the Consultant in all matters relating to the Services;
- 5.1.2** provide to or facilitate such access to any site or premises as the Consultant may reasonably request in order to allow it, the Individual or a Substitute to carry out the Services as agreed in the Project;
- 5.1.3** provide the In-put Material reasonably necessary, in order to allow the Consultant to carry out the Services as agreed in the Project, in a timely manner, and ensure that it is accurate in all material respects; and
- 5.1.4** inform the Consultant of all health and safety rules and regulations and any other reasonable security requirements that apply at any site or premises where the Consultant will be required to carry out the Services.

6. FEES

- 6.1** In consideration of the provision of the Services, the Company shall within 30 days of receipt of an invoice submitted in accordance with clause 6.2, pay to the Consultant the consultancy fee as agreed for each Project within the Project Plan (exclusive of VAT), such fee to be payable by bank transfer.
- 6.2** The Consultant shall, on the last working day of each month during the Engagement, submit to the Company an invoice which gives details of the hours which the Individual or any Substitute has worked, the Services which have been provided by the Consultant and under which Project and the amount of the fee payable (plus VAT, if applicable) for such Services provided by the Individual or Substitute during that month provided that the Consultant shall be required to produce a valid VAT invoice (if applicable) and submit to the Company with that

invoice a time sheet signed by the Company or its appointed representative under the terms agreed in the Project Plan.

6.3 Where Services are provided for a fixed price, the total price for the Services shall be the amount set out in the Project Plan. The total price shall be paid to the Consultant in instalments, as set out in the Project Plan, with each instalment being conditional on the Consultant achieving the corresponding Project Milestone. On achieving a Project Milestone in respect of which an instalment is due, the Consultant shall invoice the Company for the charges that are then payable (and VAT, where appropriate) pursuant to clause 5.2.

6.4 The Company shall be entitled to deduct from the fees (and any other sums) due to the Consultant any sums that the Consultant or the Individual may owe to the Company or any Group Company at any time whether arising under the terms of this Agreement or otherwise.

7. EXPENSES

7.1 The Consultant shall bear its own expenses, unless they are to be expressly remunerated as part of a specific assignment on a client site.

7.2 If the Individual is required to travel abroad in connection with the provision of the Services, the Consultant shall be responsible for any necessary insurances, inoculations and immigration requirements.

7.3 The Consultant and or the Individual shall refer to the terms of the Contractor On Site Services Mobilisation and Demobilisation Subsistence & Associated Payments document in Schedule 3 as amended from time to time.

8. QUALITY OF SERVICES

8.1 The Consultant warrants to the Company that:

8.1.1 the Consultant will perform the Services with reasonable care and skill and in accordance with generally recognised commercial practices and standards in the industry for similar services;

8.1.2 the Services will conform with all descriptions and specifications provided by the Company to the Consultant, including the relevant Project Specification and Project Plan; and

8.1.3 the Services and Deliverables will be provided in accordance with all applicable legislation from time to time in force, and the Consultant will inform the Company as soon as it becomes aware of any changes in that legislation.

8.2 The provisions of this clause 7 shall survive any performance, acceptance or payment pursuant to this agreement and shall extend to any substituted or remedial services provided by the Consultant.

9. OTHER ACTIVITIES

9.1 Nothing in this agreement shall prevent the Consultant or the Individual from being engaged, concerned or having any financial interest in any Capacity in any other business, trade, profession or occupation during the Engagement provided that:

9.1.1 such activity does not cause a breach of any of the Consultant's obligations under this agreement; and

9.1.2 the Consultant shall not, and shall procure that the Individual shall not, engage in any such activity if it relates to a business which is similar to or in any way competitive with the business of the Group without the prior written consent of the Board.

10. CONFIDENTIAL INFORMATION AND COMPANY PROPERTY

10.1 The Consultant acknowledges that in the course of the Engagement it and the Individual will have access to Confidential Information. The Consultant has therefore agreed to accept the restrictions in this clause 10.

10.2 The Consultant shall not, and shall procure that the Individual shall not (except in the proper course of its or his duties) either during the Engagement or at any time after the Termination Date, use or disclose to any firm, person or company (and shall use its best endeavours and procure that the Individual shall use its

best endeavours to prevent the publication or disclosure of) any Confidential Information. This restriction does not apply to:

- 10.2.1** any use or disclosure authorised by the Company or required by law; or
- 10.2.2** any information which is already in, or comes into, the public domain otherwise than through the Consultant's or the Individual's unauthorised disclosure.
- 10.3** For the avoidance of doubt all documents, manuals, hardware and software provided for the Individual's use by the Company, and any data or documents (including copies) produced, maintained or stored on the Company's computer systems or other electronic equipment (including mobile phones if provided by the Company), remain the property of the Company.

11. DATA PROTECTION

- 11.1** The Consultant shall procure that the Individual consents to the Company 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 Individual.
- 11.2** The Consultant consents (and shall procure that the Individual consents) to the Company making such information available to those who the Company provides services to, regulatory authorities, governmental or quasi governmental organisations and potential purchasers of the Company or any part of its business.
- 11.3** The Consultant consents (and shall procure that the Individual consents) to the transfer of such information to the Company's business contacts outside the European Economic Area in order to further its business interests.

12. INTELLECTUAL PROPERTY

- 12.1** The Consultant warrants to the Company that it has obtained from the Individual a written and valid assignment of all existing and future Intellectual Property Rights in the Works and of all materials embodying such rights and a written irrevocable waiver of all the Individual's statutory moral rights in the Works, to

the fullest extent permissible by law, and that the Individual has agreed to hold on trust for the Consultant any such rights in which the legal title has not passed (or will not pass) to the Consultant. The Consultant agrees to provide to the Company a copy of this assignment on or before the date of this agreement.

12.2 The Consultant hereby assigns to the Company all existing and future Intellectual Property Rights in the Works and the Inventions and all materials embodying such rights to the fullest extent permitted by law. Insofar as they do not so vest automatically by operation of law or under this agreement, the Consultant holds legal title in such rights and inventions on trust for the Company.

12.3 The Consultant undertakes to the Company:

12.3.1 to notify to the Company in writing full details of all Works and Inventions promptly on their creation;

12.3.2 to keep confidential the details of all Inventions;

12.3.3 whenever requested to do so by the Company and in any event on the termination of the Engagement, promptly to deliver to the Company all correspondence, documents, papers and records on all media (and all copies or abstracts of them), recording or relating to any part of the Works and the process of their creation which are in his possession, custody or power;

12.3.4 not to register nor attempt to register any of the Intellectual Property Rights in the Works, nor any of the Inventions, unless requested to do so by the Company; and

12.3.5 to do all acts necessary to confirm that absolute title in all Intellectual Property Rights in the Works and the Inventions has passed, or will pass, to the Company, and confirms that the Individual has given written undertakings in the same terms to the Consultant.

12.4 The Consultant warrants that:

12.4.1 it has not given and will not give permission to any third party to use any of the Works or the Inventions, nor any of the Intellectual Property Rights in the Works;

- 12.4.2** it is unaware of any use by any third party of any of the Works or Intellectual Property Rights in the Works; and
- 12.4.3** the use of the Works or the Intellectual Property Rights in the Works by the Company will not infringe the rights of any third party,
- and confirms that the Individual has given written undertakings in the same terms to the Consultant.
- 12.5** The Consultant acknowledges that no further remuneration or compensation other than that provided for in this agreement is or may become due to the Consultant in respect of the performance of its obligations under this clause 12.
- 12.6** The Consultant undertakes to execute all documents, make all applications, give all assistance and do all acts and things, at the expense of the Company and at any time either during or after the Engagement, as may, in the opinion of the Board, be necessary or desirable to vest the Intellectual Property Rights in, and register or obtain patents or registered designs in, the name of the Company and otherwise to protect and maintain the Intellectual Property Rights in the Works. The Consultant confirms that the Individual has given written undertakings in the same terms to the Consultant.
- 12.7** The Consultant hereby irrevocably appoints the Company to be its attorney to execute and do any such instrument or thing and generally to use its name for the purpose of giving the Company or its nominee the benefit of this clause 12.

13. INSURANCE AND LIABILITY

- 13.1** The Consultant shall have liability for any loss, liability or costs (including reasonable legal costs) incurred by the Company in connection with the provision of the Services and shall accordingly maintain in force during the Engagement full and comprehensive Insurance Policies in respect of the provision of the Services.
- 13.2** The Consultant shall ensure that the Insurance Policies are taken out with reputable insurers acceptable to the Company and that the level of cover and other terms of insurance are acceptable to and agreed by the Company.

13.3 The Consultant shall (on request) supply to the Company on request copies of such Insurance Policies and evidence that the relevant premiums have been paid.

13.4 The Company shall also be required to ensure that it has suitable Insurance Policies in place at all times.

14. TERMINATION

14.1 Notwithstanding the provisions of clause 2.2, the Company may terminate the Engagement with immediate effect without notice and without any liability to pay any remuneration, compensation or damages if at any time:

14.1.1 the Consultant or the Individual is guilty of gross misconduct affecting the business of the Group; or

14.1.2 the Consultant or the Individual commits any serious or repeated breach or non-observance of any of the provisions of this agreement or refuses or neglects to comply with any reasonable and lawful directions of the Company; or

14.1.3 the Individual is convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed); or

14.1.4 the Consultant or the Individual is in the reasonable opinion of the Board negligent and incompetent in the performance of the Services; or

14.1.5 the Individual is declared bankrupt or makes any arrangement with or for the benefit of his creditors or has a county court administration order made against him under the County Court Act 1984; or

14.1.6 the Consultant makes a resolution for its winding up, makes an arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for protection from its creditors or an administration or winding-up order is made or an administrator or receiver is appointed in relation to the Consultant; or

14.1.7 the Individual is incapacitated (including by reason of illness or accident) from providing the Services for an aggregate period of 30 working days in any 52 week consecutive period; or

14.1.8 the Consultant or the Individual is guilty of any fraud or dishonesty or acts in any manner which in the opinion of the Board brings or is likely to bring the Individual, the Consultant, or the Group into disrepute or is materially adverse to the interests of the Group.

14.2 The rights of the Company under clause 14.1 are without prejudice to any other rights that it might have at law to terminate the Engagement or to accept any breach of this agreement on the part of the Consultant as having brought the agreement to an end. Any delay by the Company in exercising its rights to terminate shall not constitute a waiver thereof.

15. OBLIGATIONS UPON TERMINATION

15.1 On the Termination Date the Consultant shall, and shall procure that the Individual shall:

15.1.1 immediately deliver to the Company all documents, books, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the business or affairs of the Company or any Group Company or their business contacts, any keys, and any other property of the Company or any Group Company, which is in its or his possession or under its or his control;

15.1.2 irretrievably delete any information relating to the business of the Company or any Group Company stored on any magnetic or optical disk or memory and all matter derived from such sources which is in its or his possession or under its or his control outside the premises of the Company; and

15.1.3 provide a signed statement that it or he has complied fully with its or his obligations under this clause 15.

16. STATUS

16.1 The relationship of the Consultant (and the Individual) to the Company will be that of independent contractor and nothing in this agreement shall render it (nor the Individual) an employee, worker, agent or partner of the Company and the Consultant shall not hold itself out as such and shall procure that the Individual shall not hold himself out as such.

- 16.2** This agreement constitutes a contract for the provision of services and not a contract of employment and accordingly the Consultant shall be fully responsible for and shall indemnify the Company for and in respect of payment of the following within the prescribed time limits:
- 16.2.1** any income tax, National Insurance and Social Security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with either the performance of the Services or any payment or benefit received by the individual (or their associates) in respect of the Services, where such recovery is not prohibited by law. The Consultant shall further indemnify the Company against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the Company in connection with or in consequence of any such liability, deduction, contribution, assessment or claim other than where the latter arise out of the Company's negligence or wilful default;
- 16.2.2** any liability for any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Individual or any Substitute against the Company arising out of or in connection with the provision of the Services, except where such claim is as a result of any act or omission of the Company.
- 16.3** The Company may at its option satisfy such indemnity (in whole or in part) by way of deduction from payments due to the Consultant or the Individual.
- 16.4** The Consultant warrants that it is not nor will it prior to the cessation of this Agreement, become a Managed Service Company, within the meaning of section 61B, Income Tax (Earnings and Pensions) Act 2003.
- 17. NOTICES**
- 17.1** Any notice given under this agreement shall be in writing and signed by or on behalf of the party giving it and shall be served by delivering it personally, or sending it by pre-paid recorded delivery or registered post to the relevant party at its registered office for the time being or by sending it by fax to the fax number

notified by the relevant party to the other party. Any such notice shall be deemed to have been received:

- 17.1.1** if delivered personally, at the time of delivery;
- 17.1.2** in the case of pre-paid recorded delivery or registered post, 48 hours from the date of posting;
- 17.1.3** in the case of fax, at the time of transmission.
- 17.2** In proving such service it shall be sufficient to prove that the envelope containing such notice was addressed to the address of the relevant party and delivered either to that address or into the custody of the postal authorities as a pre-paid recorded delivery or registered post or that the notice was transmitted by fax to the fax number of the relevant party.

18. ENTIRE AGREEMENT

- 18.1** Each party on behalf of itself and (in the case of the Company, as agent for any Group Companies) acknowledges and agrees with the other party (the Company acting on behalf of itself and as agent for each Group Company) that:
 - 18.1.1** this agreement together with any documents referred to in it constitute the entire agreement and understanding between the Consultant and the Company and any Group Company and supersedes any previous agreement between them relating to the Engagement (which shall be deemed to have been terminated by mutual consent);
 - 18.1.2** in entering into this agreement neither party nor any Group Company has relied on any Pre-Contractual Statement; and
 - 18.1.3** the only remedy available to it for breach of this agreement shall be for breach of contract under the terms of this agreement and each party shall have no right of action against any other party in respect of any Pre-Contractual Statement. Nothing in this agreement shall, however, operate to limit or exclude any liability for fraud.

19. VARIATION

19.1 No variation of this agreement or of any of the documents referred to in it shall be valid unless it is in writing and signed by or on behalf of each of the parties.

20. COUNTERPARTS

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

21. THIRD PARTY RIGHTS

21.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement and no person other than the Consultant and the Company shall have any rights under it. The terms of this agreement or any of them may be varied, amended or modified or this agreement may be suspended, cancelled or terminated by agreement in writing between the parties or this agreement may be rescinded (in each case), without the consent of any third party.

22. GOVERNING LAW AND JURISDICTION

22.1 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.

22.2 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).

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

SCHEDULE 1 - SERVICES

- DETAILS OF THE WORK TO BE CARRIED OUT.

To undertake a variety of work associated with Explosives Remnants of War (ERW), engineering and consultancy including desktop research, report writing, and delivery of briefs on sites (both on land and in the marine environment) for 6 Alpha's clients, in the capacity as an expert Explosive Ordnance Disposal (EOD) Engineer.

- THE LOCATION(S) WHERE THE SERVICES ARE TO BE PERFORMED.

In a variety of 6 Alpha Associates Ltd UK offices but predominantly on 6 Alpha's clients' sites.

- REPORTING PROCEDURE.

There are two line managers which consultants will be required to report to; generally, 6 Alpha Associates Operations Manager at first instance and exceptionally, 6 Alpha Programme Manager - the latter as and when required.

- ANY MILESTONES FOR COMPLETION OF PARTICULAR PROJECTS.

Will be designated on a project-by-project basis.

- WHETHER THE SERVICES WILL NEED TO BE PROVIDED TO ANY OTHER GROUP COMPANIES

Not applicable.

SCHEDULE 2- PROJECT PLAN AND PROJECT SPECIFICATION

THE PROJECT PLAN AND SPECIFICATION AGREED IN ACCORDANCE WITH CLAUSE 3, INCLUDING ANY PROJECT MILESTONES AGREED

Project Plans will be designated on a project-by-project basis.

The consultant will be remunerated at a day-rate to be agreed between the parties in advance of each assignment.

An ordinary working day in an office-based environment will usually be from 8:30am until 5:30pm with up to an hour for lunch. No payment will be made for overtime.

The contract is scheduled to run from_____.

Any terms within Schedule 2 (this schedule) do not supersede, nor are they intended to supersede, nor take precedence over the contents of Clauses 2.2 and 14.1 or any other Clauses in this contract.

1: Executed as a Deed by

6 ALPHA ASSOCIATES LIMITED acting by:

Director

In the presence of:

Witness Signature:

Witness Name:

Witness Address:

.....

.....

Witness Occupation:

2: Executed as a Deed by

_____ (*print name*)

Signature: _____

In the presence of: Witness Signature:

Witness Name:

Witness Address:

.....

.....

Witness Occupation:

OR

SIGNED as a **DEED** by

_____ (*print name*)

In the presence of: Witness Signature:

Witness Name:

Witness Address:

.....

.....

Witness Occupation:

SCHEDULE 3 - VERSION JULY 2018
CONTRACTOR ON-SITE SERVICES, MOBILISATION, DEMOBILISATION
SUBSISTANCE AND ASSOCIATED PAYMENTS

1. GENERAL

- 1.1 Operating from our premises in Bury St Edmunds, 6 Alpha Associates is an independent special risks management consultancy practice that deal with a wide variety of conventional business and project risks. We deliver consultancy and end-to-end Project Management services globally, for the assessment and management of a variety of risks in the Renewable Energy, Upstream Oil & Gas, Civil Engineering, Security and Business Resilience sectors.
- 1.2 6 Alpha pride itself in our expertise in the field of risks associated with high explosive events in general and unexploded ordnance (UXO) in particular.
- 1.3 In order to service Client on-site requirements, 6 Alpha routinely employs the services of independent Contractors.

2. ON-SITE SERVICES

- 2.1 A summary of the routine on-site services that Contractors may be required to deliver to Clients or their appointed representatives may include any or a combination of the following:
- UXO Safety & Awareness Briefing – a generic briefing, delivered via power-point if Site conditions allow, enhanced by specific detail gleaned from the associated Site Detailed Threat & Risk Assessment Report and Operational UXO Emergency Response Plan;
 - Non-intrusive UXO Survey – use of appropriate magnetometers or other suitable detectors to survey areas and identify, mark and record anomalies that may reasonably be expected to be UXO;
 - Intrusive UXO Investigation – investigation of anomalies encountered during non-intrusive UXO survey, by hand excavation methods or with assistance of mechanical excavation equipment, in order to confirm or deny they are UXO in nature;
 - Down Hole Intrusive UXO Magnetometer Survey – use of appropriate

magnetometers in support of Client drilling / borehole activities to ensure they are completed safely with regards to the potential UXO threat on-site;

- Cone Penetrometer / Magnetometer Testing – support to CPT ops during conduct of cone penetration testing with mag sensor to the estimated UXO bomb penetration depth;
- UXO Banks Man – monitoring of Client excavation activities to ensure they are completed safely with regards to the potential UXO threat on-site;
- Other – provision of appropriate technical response, guidance and advice to a Client or their representatives in order to reduce any residual risk from UXO to ALARP following or during implementation of the aforementioned activities or others not included for which 6 Alpha may be engaged outside of the UK, on or offshore;

3. QUALIFICATIONS & REGISTER

- 3.1 Contractors who are engaged to provide the aforementioned on-site services will be held on the Company Approved Supplier (UXO) Register.
- 3.2 In order to be entered into the Register, potential Contractors must provide evidence that they have attended a recognised course of instruction and training in Explosive Ordnance Disposal (EOD) at a recognised place of learning, that they have passed that course and gained certification and that they have amassed a reasonable amount of experience in completing EOD / UXO tasks since passing the course. Additionally, other applicable and or appropriate evidence of competencies and experience will be required for off shore, outside UK borders and other roles which may be undertaken. This evidence will routinely be required in the form of CV's, certificates and, on occasion, references.
- 3.3 Additionally, prior to being placed on the register engaged to work on most sites, Contractors will be required to demonstrate a basic understanding of routine Health and Safety requirements associated with the construction industry or role for which they are to be engaged.
- 3.4 All Contractors will be required to sign a *Consultancy Agreement* and *Non-Disclosure Agreement* prior to being engaged to deliver services. This is an open

ended agreement between the Contractor and 6 Alpha Associates that allows the Contractor to be engaged on Projects without the need to repeatedly sign new Contracts. That said, either or both of the aforementioned *Agreements* may be subject to amendments at anytime at which point Contractors will be sent the revised version for review and signing.

4. CONTRACTOR ENGAGEMENT

4.1 The 6 Alpha Operations Manager is responsible for ensuring that Client on-site requirements are met. This will routinely involve the engagement of Contractors;

4.2 On those occasions where Contractor engagement is required, the Operations Manager will be responsible for completing an initial trawl of Contractors – the initial trawl of Contractors will be based on:

- The geographical position of the Contractor to the Client Site i.e. distance from the Contractors registered home address, as per that recorded on the Consultancy Agreement, to the Site.
- Appropriate qualifications and experience to implement and complete the scope of requirements.

NOTE: The initial trawl for Contractors, particularly for short-term Projects i.e. of a duration of 1 to 5-days; will be based on securing the services of Contractors who have the least distance to travel from their registered home address to the Client Site and who are suitably qualified and experienced to meet Client on-site requirements.

- Contacting Contractors – Contractors that meet the requirement of the initial trawl will be contacted to enquire of their availability and provided with a summary of the Client requirements. Should none of the Contractors contacted be available then the trawl will be widened to include other Contractors from the Register.
 - Engaging Contractors – informing the Contractor(s) that they are engaged for a Project and providing them with the associated information and resources to complete the on-site Client requirements.
- 4.3 The Operations Manager will maintain a *Weekly Task Manning Record* and *On-site Task & Manning Forecast* which will be disseminated at the end of each

week to the 6 Alpha Senior Management, other internal addressees as appropriate and others as deemed necessary so as to inform them of on-site tasks and manning.

5. CONTRACTOR ON-SITE RESPONSIBILITIES

5.1 On being engaged to provide services, Contractors will be required to:

- Ensure they arrive on-site, ready to commence work at the agreed time and date;
- Ensure they have available their in date CSCS ID card (where applicable), EOD qualification certificates and other documentation / evidence of competencies as may be required, in order to meet Client requirements;
- Ensure they have the appropriate equipment and associated resources; be that Company supplied e.g. site pertinent documentation, magnetometers / detector equipment; GPS, site / project specific or specialist safety equipment etc. or Contractor responsibility e.g. routine PPE; in order to complete the services they are engaged to complete efficiently, effectively and safely.
- Ensure they have read, understand and agree to conform to the detail, procedures and or processes within, the following project specific documents:
 - UXO Risk Mitigation Measures On-site Instructions;
 - Risk Assessments and Safe Working Method Statements;
 - Operational UXO Emergency Response Plan;
 - Other documentation which may apply;

5.2 On occasion, particularly on Projects of an extended duration and/or where more than one Contractor is engaged, a 'lead' EOD Engineer may be appointed who may have the additional responsibilities of:

- Ensuring other Contractors meet the terms of their engagement and complete associated documentation accordingly;
- Completing the *Daily Work Journal* and the required daily *e-Progress Report*

(to be emailed daily to the Operations Manager);

- Providing regular (daily) updates to the Operations Manager that may include providing detail and information of progress on-site in the agreed format and in a timely manner as directed;
- Client liaison – unless otherwise authorised restricted to on-site matters with Client on-site point of contact / representative;

6. CONTRACTOR BASIC DAILY REMUNERATION

6.1 The basic daily remuneration for all Contractor engagements will be agreed between the Contractor and the Operations Manager. This will routinely be:

- Standalone UXO Safety & Awareness Briefing - £120;
- Banksman - £150 per day;
- Survey (non-intrusive and / or intrusive) - £170 per day;

6.2 Contractors may only invoice for basic daily remuneration for days on-site delivering agreed on-site services.

6.3 Additional remuneration and the rate to be paid e.g. for travel days; are subject to prior agreement with and authorisation by the Operations Manager. It is the responsibility of the Contractor to ensure agreement is reached and this is provided in writing (email) at the point of engagement and prior to submitting any invoice, which includes additional remuneration e.g. any form of additional expenses.

7. CONTRACTOR MILEAGE ALLOWANCES

7.1 Contractor invoices for mileage are subject to agreement with the Operations Manager. It is the responsibility of the Contractor to ensure agreement is reached at the point of engagement and prior to submitting any invoice that includes mileage. Failure to clearly clarify each time may result in payment not being made.

7.2 Following engagement a Contractor may invoice for mileage at a rate of 0.45p per mile. The amount claimable will be calculated based on the distance from the contractor's home address to the site address using AA Route Map.

7.3 Mileage may be claimed in the following circumstances:

- Note 1: For the initial journey to site at the beginning of a task and on the return journey on completion of a task and will be calculated using the distance from the contractors home address to the site address using AA Route Map;
- Note 2: If a job extends over one or many weeks and involves a contractor mobilising to and from home to and from site on multiple occasions at the beginning of a working week and at the end of a working week, then, subject to the Client agreeing to reimburse 6 Alpha, a contractor will be able to invoice for the mileage as detailed in Note 1;
- NOTE 3: If a contractor decides to travel between home and site on a daily basis then such journeys, other than occasions covered under Notes 1 and 2, will not be eligible for reimbursement;
- NOTE 4: Mileage is reclaimable for journeys of a maximum distance of 150 miles after which the contractor would be expected to cover their costs;

7.4 Additionally the following should be noted:

- At no time will 6 Alpha pay for or towards the costs incurred by a Contractor when hiring or leasing a vehicle for use during mobilisation or demobilisation, unless the Operations Manager specifically agrees this to and this is authorised by him, in writing, prior to the event;
- 6 Alpha will not reimburse contractors for parking, toll or other charges, incurred and considered to be normal in terms of attending works to deliver agreed services, unless previously agreed.

8. **ALTERNATIVE TRAVEL ALLOWANCES**

8.1 On occasions where it is agreed between the Ops Manager and the Contractor that an alternative form of transport, other than by road / car, can be used to travel to and from site e.g. train, bus etc; then the Contractor may include in his / her invoices costs that are incurred which conform to the following:

- On initial mobilisation to the Project i.e. at commencement / on the first day of the Contractors engagement at the Site / Project;

- On final demobilisation from the Project i.e. at completion / on the final day of the Contractors engagement at the Site / Project;
- On occasions between initial mobilisation and final demobilisation where the Project is suspended due to a weekend, bank holiday or other similar event, for example:
 - If the Project duration encompasses a weekend where Project works are suspended between the Friday and the Monday, then an invoice for travel costs will be accepted for the homeward journey on the day works are suspended and for the return to Site journey on the day works recommence;
 - If the Project duration encompasses a bank holiday where Project works are suspended for that day, then an invoice for mileage will be accepted for the homeward journey on the day works are suspended and for the return to Site journey on the day works recommence.

8.2 On such occasions, a Contractor may be authorised to invoice for costs associated to alternative forms of travel if said engagement requires him / her to travel in excess of 150-miles, according to *AA Route Planner*, between the Site / Project location and their registered home address. On such occasions, an invoice for travel cost will only be settled as follows:

- On receipt of a copy of the associated ticket and receipt;
- Only for the portion of the overall cost / ticket price associated with initial mobilisation, final demobilisation or interim travel as previously explained in this section e.g.

Example 1: If a ticket covering a period Monday to Friday travel (5 journeys to site and 5 journeys from site) is purchased for £75.00 then the Contractor may invoice for two journeys e.g. a tenth of the overall cost for initial mobilisation that week (£7.50) and the same for final demobilisation that week (£7.50); a total of £15.00.

Example 2: If separate return tickets are purchased by the contractor for a Project commencing Tuesday and finishing Thursday i.e. 3 x separate return tickets each costing £20.10 (total of £60.30) the contractor may claim for that

portion of the tickets which cover initial mobilisation and demobilisation only e.g. £10.05 each (total of £20.10).

NOTE: At no time will first class or business travel tickets, or the associated costs, be accepted unless authorised by the Ops Manager in writing.

9. CONTRACTOR SUBSISTENCE ALLOWANCES

- 9.1 All Contractor invoices for subsistence are subject to agreement with the Operations Manager. It is the responsibility of the Contractor to ensure agreement is reached at the point of engagement and prior to submitting any invoice that includes subsistence.
- 9.2 In these circumstances the term '*subsistence*' refers to costs incurred for overnight accommodation e.g. hotel, B&B etc. and is restricted to the cost for the accommodation and for an accompanying breakfast meal. It does not refer or apply to other routine daily expenses that may be incurred by the Contractor e.g. that for lunch or dinner.
- 9.3 For guidance and subject to the aforementioned agreement being reached, a Contractor may invoice for subsistence if said engagement requires him / her to travel in excess of 1-hour 30-minutes one-way between the Contractors registered home address and the Site / Project location e.g. is greater than 75-miles distance and or is at an 'inner city' location which may be less than 75-miles but incur a journey of more than 1-hour travel time.
- 9.4 In these cases, either 6A will arrange the overnight accommodation or the Contractor will be authorised to do so at a rate to be agreed with the Operations Manager up to a maximum of £50.00 per night. Scanned copies of receipts will be required covering the period where overnight accommodation was occupied and Contractors should make necessary arrangements to ensure they can provide these. Failure to do so may result in refusal of any associated invoiced amount.
- 9.5 Additionally, for tasks of a longer duration than 1-day and or when overnight accommodation is applicable, 6 Alpha will reimburse the contractor for meals

and incidentals at a rate of £20 per day for days completed on the work site.

NOTE: The rates detailed in paragraphs 6 through 9 apply to the provision of routine UXO RMM services to UK ‘land’ based sites. Alternative arrangements and rates, outlined in a Project specific ‘Scope & Details’ document, which will be drafted and forwarded to Contractors, will apply to services provided off shore or outside of the UK.

10. CONTRACTOR INVOICES

10.1 A Contractor is required to submit an invoice in respect of services provided to 6 Alpha Associates. Unless otherwise informed, Contractors are to submit invoices on completion of the Project if said Project is less than 10-working days duration or at least fortnightly if the Project extends to more than 10-working days duration;

Example 1: A project of 1-day duration commences and finishes on Mon 17 Aug then one invoice, submitted on or shortly after Mon 17 Aug would be expected;

Example 2: A project commences Mon 17 Aug and finishes Fri 22 Aug then one invoice, submitted on or shortly after Fri 22 Aug would be expected;

Example 3: A Project commences Mon 17 Aug and finishes Fri 05 Sep then two invoices, the first submitted on or shortly after Fri 28 Aug, and a second submitted on or shortly after Fri 05 Sep would be expected;

Example 4: A Project commences Mon 17 Aug and finishes Wed 06 Oct then four invoices, the first submitted on or shortly after Fri 28 Aug, a second submitted on or shortly after Fri 11 Sep, a third submitted on or shortly after Fri 25 Sep and a fourth submitted on or shortly after Wed 06 Oct would be expected.

10.2 In all cases invoices for services provided within a calendar month an invoice would be expected **BEFORE OR ON THE LAST DAY OF THE MONTH** during which services were provided. These should be sent directly to the Operations Manager at b.wilkinson@6alpha.com and to l.askham@6lpha.com for review, processing and authorization. Invoices will then be processed for payment by the last day of the following month.

NOTE: Failure to submit timely, accurate invoices may delay settlement

10.3 To ensure prompt payment and no delays, invoices are to conform to the following minimum requirements:

- Contractor name, home address (including postcode), telephone number and email address;
- Self employed identifier / Company Name and or logo;
- Date the invoice is submitted;
- Invoice identification / designation – specific to the contractors records and ideally sequential to allow tracking and audit;
- 6 Alpha Project identifier ‘P’ number and title e.g. P1234, P3456 and ‘Loompits Yard, The Dockyard etc;
- Clear details of charges claimed each day the invoice covers, to include as and when applicable:
 - Appropriate date / dates;
 - Day rate against each date / dates;
 - Travel against each date / dates – to include postcodes travelled between, total mileage accrued (miles), mileage total claimed (£);
 - Subsistence against each date/ dates;
 - Day rate at £20 p/d against each date/ dates;;
 - Bank details – name, branch, account name, sort code, account number;
- All separate elements are then to be accurately totaled for the period of the invoice;

10.4 Separate invoices should be submitted for each Project where a Contractor has supplied services on behalf of 6 Alpha.

10.5 An example invoice template, which allows the recording of all the aforementioned details, can be found at Appendix 1, however, if used should be formatted to individualise e.g. Company logo, different font etc.

11. SUMMARY

11.1 Whilst 6 Alpha places great stead in engaging the services of high-quality, trusted, qualified and competent Contractors and is determined to develop long-term supplier relationships with Contractors, it is a fact that to remain

competitive in the market place it is critical that the engagement of said Contractors is carefully managed in order to keep the charges associated with this to a minimum. Long-term and repeat business opportunities for both parties will only be realised by combining and diligent application of both these aspects.

Appendix 1 – Example Consultants Invoice

Name:	<input type="text"/>	Home Address:	<input type="text"/>
UTR Number	<input type="text"/>		
NI Number	<input type="text"/>		
Date Submitted:	<input type="text"/>	Telephone Number:	<input type="text"/>
Invoice Number:	<input type="text"/>	Email Address:	<input type="text"/>
Project Number:	<input type="text"/>	Project Name:	<input type="text"/>

Date	Mob / Demob Postcodes (Home - Site)	Total Mob / Demob Miles Travelled	Mob / Demob 150 miles max @ 0.45ppm	Agreed Day Rate (£)	Food & Incidentals	Accn Expenses (£) - max £50 p/n must be evidenced by receipt	Totals (£)
29/05/2017	PL13 2LD - Ynyslas	263	£67.50			£30.00	£97.50
30/05/2017				£150.00	£20.00	£30.00	£200.00
31/05/2017				£150.00	£20.00	£30.00	£200.00
01/06/2017				£150.00	£20.00	£30.00	£200.00
02/06/2017	Ynyslas-PL13 2LD	263	£67.50	£150.00	£20.00	£30.00	£267.50
03/06/2017							£-
04/06/2017	PL13 2LD - Ynyslas	263	£67.50				£67.50
05/06/2017				£150.00	£20.00	£30.00	£200.00
06/06/2017	Ynyslas-PL13 2LD	263	£67.50	£150.00	£20.00	£30.00	£267.50
CONSULTANT TOTALS		1052	£270.00	£900.00	£120.00	£210.00	£1,500.00
OPS MANAGER CHECK		1052	£270.00	£900.00	£120.00	£210.00	£1,500.00

PAYMENT & BANKING DETAILS:

Bank Address:	<input type="text"/>
Account Name:	<input type="text"/>
Sort Code:	<input type="text"/>
Account Number:	<input type="text"/>

ADDITIONAL DETAIL / REQUIREMENTS

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**Schedule 3 Contractor On-site Services, Mobilisation,
Demobilisation, Subsistence and Associated Payments**

Version - July 2018

DECLARATION

By signing this document, the undersigned is confirming that they have read and understood the contents of the subject matter document and that they will conform and or abide with the detail and the responsibilities of their roles as outlined.

PRINT NAME: _____

SIGNATURE: _____

DATE: _____

This document will be reviewed and appropriately updated or amended on an as needs basis