



SLConsulting

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Master Services Agreement

Between Lindskoog Limited, trading as SLConsulting and [Client.Name], Dated [Contract.Date]



Contract Details

Contract Number:	[Document.SeqNumber]
Client:	Company/Individual's Name: [Client.Name] Company Number (if applicable): [Client.CompanyNumber]
Client's Address:	[Client.Address]
Client's Email Address	[Client.Email]
Consultant:	Lindskoog Limited, trading as SLConsulting Company Number: 11387772
Consultant's Address:	113 Botley Road, Southampton, Hampshire SO19 ONP
Consultant's Email Address:	contact@stanlindsey.net
Services Start Date:	[ServiceStartDate]
Schedules:	Schedule 1 - Services. Schedule 2 - Charges.

1. This Contract is made up of the following:

- (a) The Contract Details (as defined above).
- (b) The Conditions.

2. If there is any conflict or ambiguity between the terms of the documents listed in paragraph 1, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.

3. This Contract has been entered into on [Contract.Date].

Signed by: _____

for and on behalf of: _____

Signed by Stan Lindsey for and on behalf of Lindskoog Limited

Conditions

1. INTERPRETATION

1.1. Definitions:

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Charges: the charges payable by the Client for the supply of the Services by the Consultant, as set out in the Contract Details and Schedule 2.

Client: as defined on page 1 of this agreement.

Client Materials: all materials, equipment and tools, drawings, specifications and data supplied by the Client to the Consultant.

Conditions: these terms and conditions set out in clause 1 (Interpretation) to clause 22 (Signature) (inclusive).

Consultant: Lindskoog Limited, its staff and representatives.

Consultant IPRs: all Intellectual Property Rights subsisting in the Deliverables excluding any Client Materials incorporated in them.

Contract: the contract between the Client and the Consultant for the supply of the Services in accordance with the Contract Details, these Conditions and any Schedules.

Control: shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.

Deliverables: all documents, products and materials developed by the Consultant or its agents, subcontractors and personnel as part of or in relation to the Services in any form, including without limitation computer programs, data, reports and specifications (including drafts) and the Key Deliverables set out in the Contract Details.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Restricted Business: those parts of the business of the Client with which the Consultant was involved to a material extent during the course of his provision to the Client of the Services.

Restricted Customer: any firm, company or person, who, during the course of the Consultant's provision to the Client of the Services, was in the habit of dealing with the Client with whom the Consultant had contact.

Restricted Person: anyone employed or engaged by the Client and with whom the Consultant dealt with prior to Termination during the course of his provision to the Client of the Services.

Services: the services, including without limitation any Deliverables, to be provided by the Consultant pursuant to the Contract, as described in Schedule 1.

Services Start Date: the day on which the Consultant is to start provision of the Services, as set out in the Contract Details.

Termination: the termination of the Contract between the Consultant and the Client howsoever caused.

1.2. Interpretation:

- (a) A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision includes any subordinate legislation made from time to time under that statute or statutory provision.
- (b) Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (c) A reference to writing or written includes email.

2. COMMENCEMENT AND TERM

The Contract shall commence on the date when it has been signed by both parties and shall continue, unless terminated earlier in accordance with its terms, until either party gives to the other not less than one month's written notice to terminate.

3. SUPPLY OF SERVICES

- 3.1 The Consultant shall supply the Services to the Client from the Services Start Date in accordance with the Contract.
- 3.2 In supplying the Services, the Consultant shall:
 - (a) perform the Services with reasonable care and skill;
 - (b) use reasonable endeavours to perform the Services in accordance with the service description set out in Schedule 1;
 - (c) comply with all applicable laws, statutes, regulations and codes from time to time in force provided that the Consultant shall not be liable under the Contract if, as a result of such compliance, it is in breach of any of its obligations under the Contract.
 - (d) observe all reasonable health and safety rules and regulations and security requirements that apply at any of the Client's premises and have been communicated to the Consultant, provided that the Consultant shall not be liable under the Contract if, as a result of such observation, it is in breach of any of its obligations under the Contract; and
 - (e) take reasonable care of all Client Materials in its possession and make them available for collection by the Client on reasonable notice and request, always provided that the Consultant may destroy the Client Materials if the Client fails to collect the Client Materials within a reasonable period after termination of the Contract.

4. CLIENTS' OBLIGATIONS

4.1 The Client shall:

- (a) co-operate with the Consultant in all matters relating to the Services;
- (b) provide, for the Consultant, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Client's premises, office accommodation, data and other facilities as required by the Consultant or any of them; and
- (c) provide, in a timely manner, such information as the Consultant may require, and ensure that it is accurate and complete in all material respects.

4.2 If the Consultant's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants or employees, the Consultant shall:

- (a) not be liable for any costs, charges or losses sustained or incurred by the Client that arise directly or indirectly from such prevention or delay;
- (b) be entitled to payment of the Charges despite any such prevention or delay; and
- (c) be entitled to recover any additional costs, charges or losses the Consultant sustains or incurs that arise directly or indirectly from such prevention or delay.

5. INTELLECTUAL PROPERTY

- 5.1 The Consultant and its licensors shall retain ownership of all Consultant IPRs. Upon payment by the Client to the Consultant in accordance with clause 6, the Consultant shall assign to the Client all Consultant IPRs.
- 5.2 The Client grants the Consultant a fully paid-up, worldwide, non-exclusive, royalty-free, nontransferable licence to copy and modify the Client Materials for the term of the Contract for the purpose of providing the Services to the Client in accordance with the Contract.
- 5.3 The Consultant shall indemnify the Client in full against any sums awarded by a court against the Client arising out of or in connection with any claim brought against the Client for infringement of a third party's rights (including any Intellectual Property Rights) arising out of or in connection with the receipt or use of the Services by the Client.
- 5.4 The Client shall indemnify the Consultant in full against any sums awarded by a court against the Consultant arising out of or in connection with any claim brought against the Consultant for infringement of a third party's rights (including any Intellectual Property Rights) arising out of, or in connection with, the receipt or use of the Client Materials by the Consultant.

6. CHARGES AND PAYMENT

- 6.1 In consideration for the provision of the Services, the Client shall pay the Consultant the Charges in accordance with this clause 6.
- 6.2 All amounts payable by the Client exclude amounts in respect of value added tax (VAT), which the Client shall additionally be liable to pay to the Consultant at the prevailing rate (if applicable), subject to receipt of a valid VAT invoice.
- 6.3 Unless this agreement is varied via written agreement between the Consultant and the Client, the Consultant shall submit invoices for the Charges plus VAT if applicable to the Client prior to the Consultant providing the Services. The invoice shall include all reasonable supporting information required by the Client and shall provide the bank account details nominated in writing by the Consultant to which payment by the Client should be made.
- 6.4 If the Client fails to make any payment due to the Consultant under the Contract by the due date for payment, then, without limiting the Consultant's remedies under clause 8 (Termination):
- (a) the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 8% a year above the Bank of England's base rate from time to time, but at 8% a year for any period when that base rate is below 0%.
 - (b) the Consultant may suspend all Services until payment has been made in full.
- 6.5 All amounts due under the Contract from the Client to the Consultant shall be paid by in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7. LIMITATION OF LIABILITY

7.1 Nothing in the Contract shall limit or exclude the Consultant's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its personnel, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or
- (d) any other liability which cannot be limited or excluded by applicable law.

7.2 Subject to clause 7.1, the Consultant's shall not be liable to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of use or corruption of software, data or information;
- (f) loss of or damage to goodwill; and
- (g) any indirect or consequential loss.

7.3 Subject to clause 7.1, the Consultant's total liability to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract shall be limited to a sum equal to the Charges in a calendar year, as set out in this Contract.

7.4 The conditions implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this Contract.

8. TERMINATION

- 8.1** Without affecting any other right or remedy available to it, either party to the Contract may terminate it with immediate effect by giving written notice to the other party if:
- (a) the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
 - (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - (d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 8.2** Without affecting any other right or remedy available to it, the Consultant may terminate the Contract with immediate effect by giving written notice to the Client if the Client fails to pay any amount due under the Contract on the due date for payment
- 8.3** On termination of the Contract for whatever reason:
- (a) the Client shall immediately pay to the Consultant all of the Consultant's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Consultant may submit an invoice, which shall be payable immediately on receipt;
 - (b) any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect; and
 - (c) termination or expiry of the Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

9. POST -TERMINATION RESTRICTIONS

- 9.1 The Consultant covenants with the Client that he shall not:
- 9.2 for three months after Termination, solicit or endeavour to entice away from the Company the business or custom of a Restricted Client with a view to providing goods or services to that Restricted Client in competition with any Restricted Business;
- 9.3 for three months after Termination, offer to employ or engage or otherwise endeavour to entice away from the Company any Restricted Person;
- 9.4 at any time after Termination, represent himself as connected with the Client in any capacity, other than as a former consultant, or use any registered names or trading names associated with the Company.

10. INDEPENDENT CONTRACTOR

- 10.1 The relationship of the Consultant to Client will be that of independent contractor and nothing in this Contract shall render him an employee, worker, agent or partner of the Client and the Consultant shall not hold himself out as such.
- 10.2 This Contract 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 Client for and in respect of:
- (a) 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 the performance of the Services, where the recovery is not prohibited by law;
 - (b) all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the Client in connection with or in consequence of any such liability, deduction, contribution, assessment or claim; and
 - (c) any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Consultant against the Client arising out of or in connection with the provision of the Services.
- 10.3 The Client may at its option satisfy such indemnity (in whole or in part) by way of deduction from any payments due to the Consultant.

11. FORCE MAJEURE

Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

12. ASSIGNMENT AND OTHER DEALINGS

- 12.1 The Client shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract without the Consultant's prior written consent.
- 12.2 The Consultant may at any time assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights under the Contract.

13. CONFIDENTIALITY

- 13.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group to which the other party belongs, except as permitted by clause 13.2 or, in the Consultant only, with the prior written consent of the Client. For the purposes of this clause, group means, in relation to a party, that party, any subsidiary or holding company from time to time
- 13.2 Each party may disclose the other party's confidential information:
 - (a) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 12; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 13.3 Neither party shall use any other party's confidential information for any purpose other than to perform its obligations under the Contract.
- 13.4 Each party shall comply with its relevant obligations under the Data Protection Act 1998 and associated codes of practice when processing personal data in connection with this Contract.

14. ENTIRE AGREEMENT

- 14.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 14.2 Each party acknowledges that in entering into the Contract it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

15. VARIATION

No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

16. WAIVER

- 16.1 A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.
- 16.2 A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

17. SEVERANCE

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

18. NOTICES

- 18.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be: delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case) or sent by email to the addresses specified on page 1 of this Contract.
- 18.2 A notice or other communication shall be deemed to have been received if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; if sent by prepaid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; or, if sent by email, on the next Business Day after transmission.
- 18.3 This clause shall not apply to the service of any proceedings or other documents in any legal action.

19. THIRD PARTY RIGHTS

- 19.1** The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 19.2** The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

20. GOVERNING LAW

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

21. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

22. SIGNATURE

Each party irrevocably agrees that this Contract may be executed via any such e-signature provider as the Consultant may deem suitable from time to time.

Schedule 1: SERVICES

The Consultant shall provide the following Services to the Client, as described in one or more Statements of Work referencing this Contract and signed by both the Consultant and the Client:

Schedule 2: CHARGES