

1. Introduction

- 1.1. This agreement dated DATE is made between:
- 1.1.1. Outside Context Ltd, a company incorporated and registered in England and Wales with company number company 12594087 whose registered office is at 10 St Ann St, Salisbury, Wiltshire, SP1 2DN ("the Supplier").
- 1.1.2. Customer's business name (a company incorporated and registered in England and Wales with company number company Number whose registered office is at Address ("the Customer").
- 1.2. The Supplier is in the business of providing strategy consultancy, the details of which are defined more fully below ("the Services"). The Customer has agreed to buy and the Supplier has agreed to provide the Services on the terms of this agreement.

2. Agreed Terms

- 2.1. The terms agreed here (including the attached Additional Terms and Conditions at Annex 1 and all other attached annexes), set out the basis on which these agreed terms will operate.

3. Definitions and interpretations

- 3.1. If any word, phrase or explanation used within this agreement is not clear, it will be defined and interpreted according to the definitions and interpretations set out in these Additional Terms and Conditions at Annex 1.

4. Supply of services

- 4.1. The Supplier shall supply the Services to the Customer. In supplying the Services, the Supplier shall:
- 4.1.1. perform the Services with reasonable care and skill;
- 4.1.2. ensure that the Deliverables, and all goods, materials, standards and techniques used in providing the Services are of satisfactory quality and are fit for purpose;
- 4.1.3. comply with all applicable laws from time to time in force
- 4.1.4. take reasonable care of all Customer Materials and make them available for collection by the Customer on reasonable request
- 4.1.5. allocate suitable personnel with appropriate levels of experience to supervise and to perform the Services
- 4.1.6. take reasonable steps to comply with any request by the Customer to cancel or amend any scope of work, plans or work in progress in respect of the Services. If any such request results, in the Supplier's reasonable opinion, in a material change to the agreed scope and composition of the Services, the Supplier will promptly inform the Customer and shall be entitled to request an additional charge in respect of the revised position, if the Customer wishes to go proceed with it.

5. Customer's obligations

- 5.1. The Customer shall:
- 5.1.1. co-operate with the Supplier in all matters relating to the Services;
- 5.1.2. provide the Supplier with access to the Customer's premises, data and other facilities as reasonably required by the Supplier for the purposes of performing the Services; and
- 5.1.3. provide access, materials or information that is reasonably required by the Supplier in a timely manner.
- 5.2. If the Supplier's performance of its obligations under this agreement is prevented or delayed by any act or omission of the Customer, (or the Customer's agents, subcontractors, consultants or employees), the Supplier shall:
- 5.2.1. not be liable to the Customer for this prevention or delay
- 5.2.2. be entitled to payment of the Charges despite any such prevention or delay, and
- 5.2.3. be entitled to recover any additional costs, charges or losses the Supplier sustains due to such prevention or delay.

6. Charges

- 6.1. In return for the provision of the Services, the Customer will pay the Supplier the Charges in accordance with this Clause 4 and Annex 3, together with VAT (if applicable).
- 6.2. Both the Supplier and the Customer will also comply with the payment and invoicing arrangements agreed in Clause 2 of the Additional Terms and Conditions at Annex 1.

7. Term

- 7.1. This agreement shall commence on the Commencement Date and, subject to paragraph 4 (Termination) of Annex 1 (Additional Terms and Conditions), shall continue until terminated by either party by not less than 7 days' written notice.

8. Additional Terms and Conditions

- 8.1. The Additional Terms and Conditions set out at Annex 1 form an important and integral part of this agreement, as do all the other annexes.

9. Signatures

- 9.1. This agreement is agreed and signed by these authorised representatives of the Supplier and the Distributor:

Outside Context Ltd
George Walkley
Director

Party
Name
Title

Annex A / Additional Terms and Conditions

A1. Interpretation and Definitions

- 1.1. The definitions and rules of interpretation in this clause apply in this agreement.
 - 1.1.1. Business Day: a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
 - 1.1.2. Charges: the charges for the Services set out in Annex 3.
 - 1.1.3. Commencement Date: DATE.
 - 1.1.4. Customer Materials: all materials, specifications and data supplied by the Customer to the Supplier.
 - 1.1.5. Deliverables: all documents, products and materials developed by the Supplier or its agents, sub-contractors and personnel as part of or in relation to the Services in any form.
 - 1.1.6. Services: the services set out in Annex 2.
 - 1.1.7. Supplier IPRs: all intellectual property rights in the Deliverables excluding any Customer Materials incorporated in them.
- 1.2. Clause, Annex and paragraph headings shall not affect the interpretation of this agreement.
- 1.3. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4. The annexes form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the annexes.
- 1.5. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6. A reference to a holding company or a subsidiary means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006.
- 1.7. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.8. A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this agreement. A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this agreement under that statute or statutory provision.
- 1.9. A reference to writing or written includes email.
- 1.10. 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.

A2. Invoices and Payments

- 2.1. The Supplier will submit invoices for the Charges (plus VAT) to the Customer monthly in arrears or at any other intervals specified in Annex C.
- 2.2. The Customer will pay each invoice due and submitted to it by the Supplier, within 7 days of receipt.
- 2.3. If the Customer fails to make any payment due to the Supplier under this agreement by the due date for payment, then, without limiting the Supplier's remedies under Clause 4 (Termination):
 - 2.3.1. the Customer will 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 4% a year above the Bank of England's base rate from time to time.
 - 2.3.2. the Supplier may suspend all Services until payment has been made in full.
 - 2.3.3. All amounts due under this agreement from the Customer to the Supplier shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax that might from time to time be required by law).

A3. Intellectual Property

- 3.1. The Supplier and any of its nominated licensors shall retain ownership of all Supplier IPRs.
- 3.2. The Supplier grants the Customer, or shall procure the direct grant to the Customer of, a non-exclusive, royalty-free licence to use the Supplier IPRs for the purpose of receiving and using the Services and the Deliverables in the Customer's business during the term of this agreement.
- 3.3. The Customer grants the Supplier, or shall procure the direct grant to the Supplier of, a non-exclusive, royalty-free licence to use the Customer Materials for the purpose of providing the Services and the Deliverables during the term of this agreement.
- 3.4. Except as provided for in this Clause 3, neither party shall reproduce or use any trademark or intellectual property of the other, without the other's express written consent.

A4. Termination

- 4.1. Either party may terminate this agreement by giving notice to other party if the other party:
 - 4.1.1. commits a material breach of this agreement and, if the breach is capable of being remedied, fails to remedy it within 30 days after receipt of a written notice specifying the breach and requiring it to be remedied;
 - 4.1.2. fails to pay any sum payable by it under this agreement within 7 days of the due date for payment;
 - 4.1.3. is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or otherwise becomes insolvent or suspends making payments to all or any class of its creditors or announces an intention to do so;
 - 4.1.4. any distress, diligence, execution, attachment or other legal process affects the whole or a material part of its assets and is not discharged within 14 Business Days;
 - 4.1.5. a receiver or similar officer is appointed over the whole or any part of its assets or it requests any person to appoint such a receiver or similar officer or any other steps are taken to enforce any security over any of its property;
 - 4.1.6. any order is made or resolution is passed or a petition is presented or application is made or notice filed or other steps are taken in any jurisdiction for:
 - 4.1.6.1. the winding up, dissolution or liquidation of it (other than a winding up petition that is vexatious or frivolous and is discharged within 10 Business Days of issue), or
 - 4.1.6.2. the making of an administration order against it or there is given to any person a notice (whether formal or informal) of an intention to appoint an administrator or any such appointment is made in relation to it
 - 4.1.7. any proposal is made for a voluntary arrangement or composition with its creditors;
 - 4.1.8. the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business
 - 4.1.9. there is a change of control of the other party (within the meaning of section 1124 of the Corporation Tax Act 2010);

A5. Consequences of Termination

- 5.1. Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect.
- 5.2. Termination or expiry of this agreement shall not affect any rights or obligations of the parties that have accrued up to the date of termination or expiry.

A6. Limitation of Liability

- 6.1. Subject to clause 6.2 the Supplier shall not be liable to the Customer (whether in contract, tort, breach of statutory duty or otherwise) for any loss of profit, revenue, anticipated savings or goodwill; or any indirect or consequential loss;
- 6.2. the total aggregate liability of the Supplier in respect of all loss or damage under or in relation to this agreement (whether in contract, tort, breach of statutory duty or otherwise) shall be limited to the amount of the Charges.
- 6.3. Nothing in this agreement shall operate to exclude or limit the liability of the Supplier for death or injury caused by its negligence or for fraud.

A7. Events Beyond a Party's Control ("Force Majeure")

- 7.1. Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any obligation under this agreement if such delay or failure results from a cause beyond its reasonable control. If the period of delay or non-performance continues for 20 Business Days, the party not affected may terminate this agreement by giving 7 days' written notice to the affected party.

A8. Confidentiality

- 8.1. 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 of companies to which the other party belongs, except as permitted by Clause 8.2.
- 8.2. Each party may disclose the other party's confidential information:
 - 8.2.1. To its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this; and
 - 8.2.2. As may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 8.3. No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

A9. Notices

- 9.1. Any notice given to a party under or in connection with this agreement shall be in writing and shall be:
 - 9.1.1. 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
 - 9.1.2. sent by email to the address in set out below (or such other address as notified in writing by that party to the other):
 - 9.1.2.1. For Supplier: george@outsidecontext.co.uk
 - 9.1.2.2. For Customer:
- 9.2. Any notice shall be deemed to have been received:
 - 9.2.1. if delivered by hand at the time the notice is left at the proper address;
 - 9.2.2. if sent by pre-paid 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;
 - 9.2.3. if sent by email, at 9.00 am on the next Business Day after transmission.
- 9.3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

A10. Assignment

- 10.1. Neither party shall not without the prior written consent of the other party, assign, charge or deal in any other manner, with any, or all, of its rights or obligations under this agreement.

A11. Entire Agreement

- 11.1. This agreement contains the entire agreement between the parties and supersedes all previous agreements and understandings between them, whether written or oral, relating to its subject matter.
- 11.2. Each party agrees that it shall have no remedies in respect of any statement, representation or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

A12. Severance

- 12.1. If any part of this agreement 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 part shall be deemed deleted. Any modification to or deletion of such part under this clause shall not affect the validity and enforceability of the rest of this agreement.

A13. Waiver

- 13.1. A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:
 - 13.1.1. waive that or any other right or remedy;
 - 13.1.2. prevent or restrict the further exercise of that or any other right or remedy.

A14. Variation

- 14.1. No variation of this agreement shall be effective unless it is in writing and signed by the parties.

A15. Third-party Rights

- 15.1. This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

A16. Announcements

- 16.1. Save as required by law, neither party shall make or permit any public announcement relating to this agreement or its terms without the prior written consent of the other party (which will not be unreasonably withheld or delayed).

A17. Data Protection

- 17.1. In this clause the following definitions shall apply:
 - 17.1.1. Data protection Laws means the General Data Protection Regulation (EU) 2016/679 (GDPR) and the Data Protection Acts 1998 and 2018 and all successor and replacement legislation, and all other laws and regulations relating to personal data and privacy.
 - 17.1.2. personal data, process, processed or processing, data controller, data processor, data subject and personal data breach, shall each have the meanings given to them in the Data Protection Laws.
- 17.2. To the extent that the Services involve the processing by the Supplier of personal data on the Customer's behalf, it is agreed that the Customer is the data controller and the Supplier is the data processor in respect of that personal data. The Customer will comply with Data Protection Laws and will ensure that it has the necessary notices, and where appropriate necessary consents, to allow for the transfer of personal data from the Customer to the Supplier and to cover the purposes of the processing pursuant to the Contract.
- 17.3. The Supplier agrees that when the Supplier is processing personal data as a data processor on the Customer's behalf, the Supplier will comply with Data Protection Laws.

A18. Law and Jurisdiction

- 18.1. This agreement is governed by the laws of England and Wales.
- 18.2. If a dispute or claim arises out of, or connected with, this agreement, the parties will use their reasonable endeavours to resolve it within 7 days. If it is not resolved within 7 days, it will be referred to the managing directors (or persons of their equivalent title) of each party, who will use their reasonable endeavours to resolve it within a further 7 days.
- 18.3. The parties agree to submit to the jurisdiction of the courts of England and Wales in relation to any dispute or claim arising out of or connected with this agreement.

Annex 2 Services

Here you provide a full description of the relevant services to which the agreement relates, including any identifiable stages or milestones that matter to their performance and any payment terms

Annex 3 Charges for the Services

Include clearly, the cost of each stage or element where appropriate or, where costs are variable, details of how time and materials will be charged.