

## Donaldson's Vehicle Specialist Consultancy

### Consultancy Agreement

- **Introduction and Definitions:**

This Agreement is between Autotune Sunderland Ltd, Unit 3. Old Fulwell Road, Sunderland, SR6 0HR, and Donaldson's Vehicle Specialist Consultancy, Kevin Donaldson of 20 Eshmere Crescent, Chapel House , Newcastle Upon Tyne NE5 1LB (herein after called 'the Consultant').

The Agreement will be in accordance with the following Terms and Conditions unless and until an alternative is specifically agreed between the Parties.

- **Commencement date and duration of the Agreement:**

This Agreement will commence on [Date] 01/03/2022 .The Agreement shall continue for a period of one year unless and until terminated as provided by the terms of this agreement; or by either party giving to the other not less than 26 weeks' prior written notice.

- **Purpose of the Agreement:**

The purpose of the Agreement is to set out the terms under which the Consultant will provide services to the Client. The services that the Consultant will provide is that of the client. Further details of the services are set out in the schedule to this agreement ("the Services"). The Consultant will provide the services with care, skill and ability.

- **Fees and expenses:**

Fees for the Agreement will be as follows. £695.00 per annum or £58.00 per month via prior agreement NO VAT will be added at the appropriate rate. Where appropriate, travel, subsistence and other expenses will be paid at cost and in accordance with arrangements specifically agreed, in advance, with the Consultant.

- **Invoices and payment:**

Unless specifically agreed otherwise, invoices will be submitted annually by the Consultant and payment made prior to any services commencing. The invoices submitted should give details of the frequency the Consultant or any Substitute has worked during the year, the Services provided and the amount of the fee payable (plus VAT, if applicable) for the Services during that year.

- **Substitutes:**

If the Consultant is unable to provide the Services s/he should advise the Company of that fact as soon as reasonably practicable. No fee shall be payable in respect of any period during which Services are not provided. With prior written approval from client , the Consultant may appoint a suitably qualified and skilled substitute to perform the Services on his/her behalf. If the substitute is accepted the Consultant shall continue to invoice the Company and shall be responsible for the remuneration of the substitute.

- **Authority:**

Unless expressly stated otherwise, the Consultant does not have any authority to incur any expenditure in the name of client and does not have authority to bind the organisation and hereby agrees not to hold him/herself out as having such authority.

- **Health and Safety and other relevant policies:**

The Consultant is expected to comply with all health and safety procedures, safeguarding procedures and all other similar procedures from time to time in force at the premises where the Services are provided. The Consultant shall comply with all the policies that are deemed relevant to his/her appointment and which are provided by the client from time to time.

- **Taxation:**

The relationship of the Consultant to the client will be that of independent contractor and nothing in this agreement shall render him/her an employee, worker, or partner of the named Company within and the Consultant shall not hold himself/ herself out as such.

The Consultant is a self-employed person responsible for taxation and National Insurance or similar liabilities or contributions in respect of the fees and the Consultant will indemnify the client against all liability for the same and any costs, claims or expenses including interest and penalties.

- **Confidentiality:**

In the course of the agreement the Consultant may have access to Confidential Information. The Consultant will not divulge to third parties matters confidential to the client (whether or not covered by this Agreement) without explicit permission. This restriction does not apply to any use or disclosure authorised by the Company or required by law; or any information which is already in, or comes into, the public domain otherwise than through the Consultant's unauthorised disclosure.

Except where specifically agreed otherwise, all material, data and information collected during the course of the Agreement will remain in the possession of **the client** and will not be used without their permission.

"Confidential Information" is information in whatever form (including without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and

wherever located) relating to the business, affairs, employees, officers, finances, ordained ministers and members of the congregation and fellowship of the client, for the time being confidential to the client including (but not limited to) information that the Consultant creates, develops, receives or obtains in connection with his/her appointment under this agreement, whether or not such information (if in anything other than oral form) is marked confidential.

- **Data protection:**

In accordance with the General Data Protection Regulations (GDPR) we will collect, process and store some of the Consultant's personal data. Details of the types of data, purpose and legal basis for processing the data can be found in the attached Privacy Notice. The Consultant should read and familiarise himself with the Privacy Notice and our Data Protection Policy, which can be found in [location]

- **Publication of material:**

Any services provided by the Consultant under this Agreement shall be the sole property of Donaldson's Vehicle Specialist Consultancy

- **Restrictions:**

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

- such activity does not cause a breach of any of the Consultant's obligations under this agreement;
- the Consultant shall not engage in any such activity where there is a real, potential or perceived conflict of interest between his/her obligations to the client without the prior written consent of the client; and
- the Consultant shall alert the client to any activity that may breach his/her obligations under a) and b) above immediately and shall give priority to the provision of the Services to the [Name of Client and Address] over any other business activities undertaken by the Consultant during the course of his/her appointment under this agreement.

- **Insurance and liability:**

The Consultant shall have personal liability for and shall indemnify the client for any loss, liability, costs, damages or expenses arising from any breach by the Consultant or a substitute engaged by the Consultant including any negligent or reckless act, omission or default in the provision of the Services and shall accordingly maintain in force during the agreement a full and comprehensive Insurance Policy.

- 

- **Other conditions:**

Any other conditions, including variations to the terms set out above, shall be included as an Appendix to this Agreement. 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.

- **Termination**

Notwithstanding the provisions of clause 2, the client may terminate this agreement with immediate effect with no liability to make any further payment to the Consultant (other than in respect of amounts accrued before the Termination Date) if at any time the Consultant:

- commits a material breach of this agreement;
- commits any serious or repeated breach or non-observance of any of the provisions of this agreement;
- 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);
- is in the reasonable opinion of the client negligent or incompetent in the performance of the Services;
- commits any fraud or dishonesty or acts in any manner which in the opinion of the client brings or is likely to bring the Consultant or the client into disrepute or is materially adverse to the interests of the client]; or
- commits any breach of the Client's policies and procedures.

- **Obligations on termination**

On the Termination Date the Consultant shall:

- immediately deliver to the client all property in his/ her possession or under her

control; and

- irretrievably delete any information relating to the business of the client stored on any magnetic or optical disk or memory and all matter derived from such sources which is in her possession or under her control outside the premises of the clients business

For : \_\_\_\_\_  
Signed: \_\_\_\_\_  
Date: \_\_\_\_\_  
Name:

For the Consultant  
Signed: Kevin Donaldson \_\_\_\_\_  
Date: 1/3/2022  
Name: Kevin Donaldson