



CONSULTING AGREEMENT

Date: Date of commencement of services

Parties:

"The Client" (Company):

Name As stated on estimate / quotation / rate card.
Registered Address As stated on estimate / quotation / rate card.
Correspondence Address As appropriate / agreed / notified.

"The Consultant":

Name ConstructPRO Ltd (CRN SC461185)
Registered Address Gordon Chambers, 90 Mitchell Street, Glasgow G1 3NQ
Correspondence Address Evans Business Centre, 1 Begg Road, Kirkcaldy, Fife KY2 6HD

1. Consulting Services

- 1.1. The Client **ENGAGES** the Consultant to provide Consulting Services to the client relating to **Provide professional services as noted in the Quotation / Estimate** and the Consultant **AGREES** to provide such services upon the terms and conditions hereinafter mentioned.
- 1.2. The Consultant shall during the period of this Agreement be entitled to engage other consultants and professional advisers on behalf of the Company to provide advice and assistance in relation to the services provided by the Consultant hereunder or otherwise as the Consultant may properly consider to be required in relation to affairs of the Company in respect of which the Consultant's services are provided and the Company shall pay all fees and expenses of such consultants and professional advisers.
- 1.3. Commencement of services will be deemed as the Clients unconditional acceptance of this agreement.

2 Consultant's Obligations

- 2.1 During the period of this Agreement the Consultant shall make himself or his staff, sub consultants available to the Client for up to **eight hours** during each day of this Agreement at such times and at such locations as the Client and the Consultant shall agree from time to time. Any additional time worked will be notified via timesheets and calculated pro rata on the agreed rates and will be due for payment as per the agreed terms.
- 2.2 The Consultant shall perform his obligations with reasonable care.
- 2.3 The Consultant has the right to refuse to carry out any work, which may, in his opinion cause detriment to his business due to conflict of interest or any other circumstance.

3 Fee

Registered In Scotland SC461185
Managing Director: Mr Yosof Ewing FinstCM, FCMI, MAPM, MCICES, MCI Arb, MaPS, MIET

1 Begg Road, Kirkcaldy, Fife KY2 6HD t 01592 645765	ConstructPRO Ltd 16 Upper Woburn Place, London, WC1H 0BS t 0203 741 8190 e info@constructpro.com w www.constructpro.com
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The Client shall pay to the Consultant such fee or rates as noted in the Quotation / Estimate or subsequently agreed in writing. Fees will be based on a time charge and will be the product of the time spent x the rate in the estimate.

Our invoices will be rendered every Seven Days. The due date is the date of the invoice and the Final Date for payment is 5 days after the date of the invoice. If the Client wishes to Pay Less than the Notified Sum, then a Pay Less Notice in Writing, specifying any sum the payer considers to be due and the basis on which the sum considered due has been calculated, must be received by the Consultant no later than 3 days after the date of the invoice.

Non payment or late payment will be deemed as a material breach of this agreement, entitling the consultant to suspend performance on giving no less than 48 hours notice of his intention to do so.

Such fees to be exclusive of value added tax.

Cancellation Policy: we require 72 hours notice to cancel any agreed in contract meeting / resource provision. Failure to provide adequate notice will result in 100% charge being applied.

4 Expenses

The Client shall reimburse to the Consultant all travelling and other outlays reasonably incurred by him in the proper performance of his duties hereunder. These will be at cost plus 30% unless otherwise noted in Estimate.

5 Duration and Termination

- 5.1 This Consulting Services Agreement shall commence with effect from [as noted in Estimate] and shall continue until [as noted in Estimate]. It will automatically terminate at 5:00PM on this date. The contract may be extended in writing by mutual agreement. If the Client wishes to terminate the contract early then he must do so in writing giving One Months (30 days) notice.
- 5.2 The Company may forthwith terminate this Agreement by giving written notice to the Consultant if he:-
- 5.2.1 commits any breach of this Agreement and, in the case of a breach which is capable of remedy, the breach remains unremedied for 30 days after being called to the Consultant's attention;
 - 5.2.2 becomes incapable, by reason of mental disorder, of managing and administering his property and affairs, and a receiver or any other person is authorised to act on his behalf, or otherwise becomes permanently incapable of providing his services under this Agreement;
 - 5.2.3 becomes bankrupt, applies for a receiving order, has a receiving order made against him or makes any arrangement with his creditors generally or takes or suffers any similar action as a result of debt.
- 5.3 The Consultant may forthwith terminate this Agreement by giving written notice to the Company if it:-
- 5.3.1 commits any breach of this Agreement and, in the case of a breach which is capable of remedy, the breach remains unremedied for 7 days after being called to the Companies attention
 - 5.3.2 goes into liquidation (other than for the purposes of amalgamation or reconstruction), has a receiver appointed over a major part of its assets or makes any arrangement with his creditors generally or takes or suffers any similar action as a result of debt.
 - 5.3.3 fails to make payment of all sum dues within seven days of the Final Date for payment.
 - 5.3.4 does anything, which in the opinion of the Consultant may seriously prejudice the Business.
- 5.4 For the purposes of Clauses 5.2.1 and 5.3.1, a breach shall be considered capable of remedy if the party in breach can comply with the provision in question in all respects other than as to the time of performance, provided that the time of performance is not of the essence.
- 5.5 Upon the termination of this Agreement for any reason:-
- 5.5.1 the Consultant shall be entitled to the full sum of his consulting fees to the date of termination, and any other compensation due in respect of such termination.
 - 5.5.2 the provisions of Clauses 5 and 6 shall continue in force in accordance with these terms; and

- 5.5.3 except in respect of accrued rights or contractual compensation, neither party shall be under any further obligation to the other.
- 5.6 Any waiver by either party of a breach of this Agreement shall not be considered as a waiver of a subsequent breach of the same or any other provision.
- 5.7 The rights to terminate this Agreement given by the Clause shall not prejudice any other right or remedy of either party in respect of the breach concerned or any other breach.

6 Nature of the Agreement

- 6.1 This Agreement is personal to the parties and neither party may assign mortgage or charge (otherwise than by floating charge) his rights hereunder, or sub-contract or otherwise delegate any of his obligations hereunder, to any third party, except with the written consent of the other party.
- 6.2 Nothing in this Agreement shall create or be deemed to create a partnership or the relationship of principal and agent, or of employer and employee, between the Company and the Consultant.
- 6.3 This Agreement contains the entire agreement between the parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the parties.
- 6.4 Each party acknowledges that, in entering into this Agreement, he or it does not do so on the basis of, and does not rely on, any representation, warranty or other provision except as expressly provided in this Agreement.
- 6.5 No failure or delay by either party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by either party of a breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.
- 6.6 If any provision of this Agreement is held by a court or other competent authority to be invalid or unenforceable in whole or in part, this Agreement shall continue to be valid as to its other provisions and the remainder of the affected provision.

PROVIDED ALWAYS the Client may not terminate this Agreement solely for the reason of the Consultant's absence through illness or injury unless such illness or injury prevents the Consultant providing any services to the Client for a period not exceeding one week.

7 Confidential information

The Parties agree to treat as secret and confidential and not at any time for any reason to disclose or permit to be disclosed to any person or otherwise make use of or permit to be made use of any information relating to the Parties technology, technical processes, business affairs or finances or any such information relating to a subsidiary, supplier, customer or client of the Parties where knowledge or details of the information was received during the period of this Agreement and upon termination of this Agreement for whatever reason the Consultant will deliver up to the Client all working papers, storage media (or other material and copies provided to him pursuant to this Agreement or prepared by him either in pursuance of this Agreement or previously, unless the Consultant's fees remain unpaid, in which case the papers / materials and media can be retained by the Consultant until the fees are paid.

Call Recording

CPHK monitors and records all calls to and from it's offices for the purposes as defined in the Regulation of Investigatory Powers Act 2000 (RIPA) which permits a company to lawfully record conversations to:

- Establish facts;
- Ensure regulatory compliance; or
- demonstrate standards that are achieved or need to be achieved by training.

Any recording retained will only be used, as it is relevant to our business and only used for that business.

8 Tax liabilities

It is hereby declared that it is the intention of the parties that the Consultant shall have the status of a self-employed person and shall be responsible for all income tax liabilities and National Insurance or similar contributions in respect of his fees and the Consultant hereby indemnifies the Client in respect of any claims that may be made by the relevant authorities against the Client in respect of income tax or National Insurance or similar contributions relating to the

Consultant's services hereunder.

9 Notice

Any notice required by this Agreement to be given by either party to the other shall be in writing and shall be served by sending the same by registered post or recorded delivery to the last known address of the other party and any receipt issued by the postal authorities shall be conclusive evidence of the fact and date of posting of any such notice.

- 10 Nothing in this Agreement shall be construed or have effect as constituting any relationship of employees and employer between the Client and the Consultant.
- 11 Scottish Law shall apply to this Agreement. Any disputes shall be heard in the Scottish Courts.
- 12 We/I hereby apply for a Credit Account and agree to pay the account as stated in Clause 3 above, and being a Director / Directors of the applicant Company, jointly guarantee performance of all of the Companies financial obligations to the Consultant and indemnify against any losses incurred by the Consultant. We/I agree to credit checks being conducted within the terms of the Data Protection Act 1998. We/I hereby confirm that no Debt Arrangement & Attachment (Scotland) Act 2002 Scheme has been entered into and hereby undertake to immediately inform the Consultant if such a scheme/agreement is entered into.

END

Executed at Commencement of Service