

# CONSULTANCY SERVICES AGREEMENT

## Schedule to agreements

between

**(1) Client** (client)

and

**The Knowledge Practice Limited** (agent)

and between

**(2) Service Provider** (service provider)

and

**The Knowledge Practice Limited** (agent)

for the supply of Services by the Service Provider to the Client

**Ref: TKP ref - 001**

**n<sup>th</sup> mmmm yyyy**

## Schedule

**1. General**

- 1.1. Contract reference: TKP [role id-Consultant Id-001]
- 1.2. Client: [name of client]
- 1.3. Nature of Client's business: [general description]
- 1.4. Client contact: [name of client's representative]
- 1.5. Service Provider: [name of Service Provider] is engaged under a contract for services, to provide the Services specified in this Schedule. Specifically, these Services will be delivered by the following Named Individual[s] working for the Service Provider and under its responsibility:
- a). [Named Individual 1]
  - b). [Named Individual 2]
  - c). [Named Individual 3]
- 1.6. Service Provider specialist field: [general description]
- 1.7. Service Provider contact: [name of Service Provider representative]
- 1.8. Status: (if EAA Conduct Regulations applicable): [Not] Opted out
- 1.9. Contractual relationships: For the avoidance of doubt neither the Agency nor the Client is under any obligation to offer any work to any personnel who are to provide the Services and if offered the personnel are under no obligation to accept any work that may be offered. No party wishes to create or imply any mutuality of obligation between themselves either in the course of or between any performance of the Services including any notice period. The Agency is not obliged to pay the Service Provider at any time when no work is available during this Agreement.

**2. SERVICE REQUIREMENT**

- 2.1. Project: [project name]
- 2.2. The Services: As set out in the Service Requirement Statement within this Schedule, for the purposes of, and limited to, the Project.
- Any further specific details, prioritisation, and time estimates for each piece of work will be as agreed between the Service Provider and the Client from time to time. Progress reports will be provided as and when reasonably required.
- The Service Provider is engaged as an independent professional, with the ability to take ownership of the assignment and accept responsibility for proper performance of the agreed services, without requiring supervision or control by the Client.
- Any party may request in writing changes to the type and scope of the Services. Any such request must be sufficiently detailed to enable assessment of the effect of the requested change. No change will take effect until and unless agreed in writing and signed by all parties.
- There is no obligation on the Client to offer any other work beyond that specified in this Agreement, and no obligation on the Service Provider to accept any other work that may be offered.
- 2.3. Defect Warranty Period: [one month] after the Services are otherwise complete [or not applicable]
- 2.4. Required Insurance Cover (Service Provider to carry):
- 2.4.1. Professional Indemnity: £xxxxx in respect of each and every incident.
- 2.4.2. Public Liability: £xxxxx
- 2.5. Location: [include any address (other than the Service Provider's own offices) at which the Service Provider will be OBLIGED to provide services]
- 2.6. Qualifications / experience / training / authorisations specified by Client [detail][if there is an End-Client, identify & include the name here]
- 2.7. Health & Safety: The Client has advised that there are no known health and safety risks, other than those generally prevailing in relation to such services.

**3. DATES AND DURATION**

3.1. Start Date: [dd/mm/yy]

3.2. Contract Period: Until [dd/mm/yy] or (if sooner) when the Client and the Service Provider agree that the Services are complete, subject to any terms permitting earlier termination.

The parties (Agency, Client and Service Provider) may agree to extend the Contract Period at any stage during the Period of the Contract. Subject to all three parties agreeing to extend the Contract Period, the extension will be documented as an amendment to this Schedule.

3.3. Client Notice Period: [The Client may terminate at any time without cause by immediate notice.] or [One Month]

3.4. Service Provider Notice Period: One Month.

3.5. Budgetary Limits: Services will not be provided for more than [x hours/ x days] in any week without the agreement of both the Client and the Service Provider.

3.6. Service Hours: Services will not be provided at the Location outside the hours on which it is normally open for business, except with the prior written agreement of both the Client and the Service Provider.

#### 4. CHARGING BASIS

##### 4.1. Fee Basis:

As shown on signature page of Contract. Service Reports [or Time Sheets] [are / are not] required.

For the avoidance of doubt the Client is under no obligation to pay, and the Service Provider is not entitled to payment, for any periods during which Services have not been provided.

**[OPTIONAL CAP FOR FEES – fixed price contracts]** The total fees for the Services are capped at and will not exceed £[ ].

Unless otherwise agreed, no charge will be made for travel time between Service Provider's offices and the Location.

##### 4.2. Permitted Expenses:

**[ALTERNATIVE 1]** The Services will normally be provided on [the Client's premises at [ ] or /] the Service Provider's premises. The Service Provider may [not] charge the client for the cost of travel between the Service Provider's premises and the place where the Services are provided (if this is different to the Service Provider's premises). If the Services require the Service Provider to travel elsewhere, then the Service provider may charge for this travel. The Service Provider may charge for all reasonable expenses in connection with any travel that is a Permitted Expense, on the following basis:

- a) All air travel fares shall be at or below those of a standard Economy Class fare.
- b) All rail travel fares shall be at or below those of a standard Second Class fare.
- c) Car journeys shall be charged at the rate of £[X] per mile plus parking fees.
- d) Hotels bills, including breakfast and dinner, shall be redeemable up to a maximum of £[X] per night.
- e) A fixed additional charge of £[X] per night will be made for each night necessarily spent overseas.

Such expenses shall be invoiced by the Service Provider direct to the Client.

**[ALTERNATIVE 2]** The Service Provider is responsible for its own expenses incurred in the performance of this contract.

**5. Service Requirement statement**

[Insert the scope of the Service that is expected to be delivered to the Client under this contract.  
Provide all the detail that has been given by the Client]

**Acknowledgement**

This document has been written with the intention of reflecting consultancy and agency contract best practice. Some of the text in this document has been sourced from The Professional Contractors Group Ltd.