



CONSULTANCY AGREEMENT

MILAN SOLUTIONS LIMITED

CONTRACTOR COMPANY: CONTRACTOR CO LIMITED

CONTRACT NO: MILAN/20____/____

CLIENT: CLIENT LIMITED
(whose client is _____LIMITED)

AGREEMENT DATED _____



BETWEEN

- (1) **Milan Solutions Limited** (Company Registration Number 06266896, VAT number GB 913 2377 40) Whose business address is 327 West Barnes Lane, New Malden, Surrey. KT3 6JE ("MSL") operating its employment business in the name of Milan Resourcing.
- (2) **Contractor Co Limited** (Company Regn no _____ VAT number _____) whose business address is: _____ ("the Contractor").

SCHEDULE 1

The Appointment

Services:	Services in and around _____function/technology	
Commencement Date:	_____	
Termination Date:	_____	*1
Duration:	_____ weeks/months	*2
Initial Normal Hours of Work:	40 hours per week + VAT if any (5 days)	*3
Initial Rate of Remuneration:	£_____ hour/day (standard rate)	*4
Initial Rate of Remuneration for Services rendered outside Normal Hours of Work:	As specified in Schedule 5	*5
Expenses payable to Contractor (if any):	As and when agreed with the client	
Payment Date:	Monthly – 30 days	

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- *1 May be extended by agreement or shortened under Clauses 3 and 12.
 - *2 May be extended by agreement or shortened under Clauses 3 and 12.
 - *3 May be altered by agreement under Clause 12. If inter-EU states, VAT is disclosed by not charged in transactions between two VAT registered companies in the EU.
 - *4 May be altered by agreement under Clause 12.
 - *5 May be altered by agreement under Clause 12.
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Signed:.....
for and on behalf of **MSL**

Signed:.....
for and on behalf of **Contractor**



SCHEDULE 2

The Client

Client: _____
(whose client is _____)

Contact Name/s: _____

Work Location: _____

SCHEDULE 3

The Appointee

Appointee: Mr/Ms _____: A consultant who has:
- Demonstrated experience as _____
- Been interviewed and is acceptable to MSL and its client

SCHEDULE 4

Contact Numbers

MSL: Telephone : +44 20 8099 4959
Facsimile : +44 20 8099 4960
Email : management@milanresourcing.com

Contractor: Contact no. : _____
Email : _____

SCHEDULE 5

Monday - Friday	07:30 - 18:00	initial rate of remuneration also called standard rate
	18:00 - 22:00	___% of standard rate
	22:00 - 07:30	___% of standard rate
Saturday	07:30 - 18:00	___ % of standard rate
	18:00 - 00:00	___ % of standard rate
Sunday & National bank holidays		___ % of standard rate



CONSULTANCY AGREEMENT (CONTRACTOR – LIMITED COMPANY) GENERAL CONTRACT TERMS

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GENERAL CONTRACT TERMS

1. Interpretation

- 1.1 The definitions and other terms set out in the Schedules signed by the Contractor shall, subject to these General Contract Terms, apply to this Agreement.
- 1.2 Any reference in this Agreement, where the context permits, to the singular includes the plural and vice versa, one gender includes any gender and headings are for ease of reference only and shall not affect the construction of this Agreement.

2. Duties

The Contractor shall (and it shall procure that the Appointee shall):

- 2.1 provide the Services in a timely and efficient manner and to a professional standard and in particular do its utmost to ensure that any contractual time limits notified to it by the Client or MSL are met;
- 2.2 comply with the Client's reasonable requirements; and
- 2.3 not accept any consultancy, employment, directorship or other position which would or may in the reasonable opinion of MSL create a conflict of interest with the Services

provided that this Agreement is not an exclusive arrangement and nothing else in this Agreement will operate to prevent the Contractor from engaging in other consultancy or project management services.

3. Duration of Appointment

Subject to Clause 6, the Services shall be provided from (and including) the Commencement Date:

- 3.1 until (and including) the Termination Date; or
- 3.2 until (and including) such date later than the Termination Date ("the Extension Date") as agreed pursuant to Clause 12.

4. Payment

- 4.1 On each Payment Date MSL shall pay to the Contractor a sum (calculated by reference to the rate of remuneration set out in Schedule 1) in relation to the Services in respect of which:
- 4.1.1 no payment has previously been received by the Contractor or the Appointee;
- 4.1.2 Monthly time sheets in a form satisfactory to MSL signed by the Appointee or Contractor and countersigned by a duly authorised signatory of the Client have been delivered to the administrator of MSL not later than two complete working days before the Payment Date and in any event not later than two weeks after the end of the month to which it relates;
- 4.1.3 payment has been received by MSL from the Client.

- 4.2 MSL may make payments to the Contractor in advance of any payment to it (in respect of the Services) by the Client. Such payments are advances which MSL reserves the right to reclaim from the Contractor if the Client subsequently withholds payment for those Services.

- 4.3 MSL shall be entitled to set off against any sum it may be liable to pay to the Contractor any sums the Contractor may be or become liable to pay MSL in connection with this Agreement.

- 4.4 Unless otherwise agreed the Contractor shall be responsible for all of its expenses and neither MSL nor the Client shall be liable for the Contractor's or the Appointee's expenses.

5. Probation Period

There will be no probation period for this contract.

6. Termination by Contractor and MSL

This Agreement may be terminated by Contractor by giving MSL 3 weeks of notice prior to the Termination Date or any Extension Date.

This Agreement may be terminated by MSL prior to the Termination Date or any Extension Date without MSL incurring liability for compensation or damages or otherwise:

- 6.1 by giving 3 weeks' notice; or
- 6.2 by notice with immediate effect under the following conditions:
- 6.2.1 if the Contractor breaches any term of this Agreement incapable in the opinion of MSL of remedy;
- 6.2.2 if the Contractor breaches any term of this Agreement capable in the opinion of MSL of remedy and fails to remedy such breach to the satisfaction of MSL within 7 days of being requested to do so by MSL;
- 6.2.3 if the Client terminates its requirements for the Appointee due to what the Client considers to be technical incompetence, unprofessional performance, unsuitability or misconduct;
- 6.2.4 if the Contractor is unable to commence continue or completely perform its obligations by reason of force majeure, fire, flood, aircraft damage, explosion, electrical failure, strikes, lock-outs, riots, civil commotion, state of national emergency or government action or any cause whatsoever (whether or not of a similar nature to the foregoing) affecting MSL and/or the Client;
- 6.2.5 if the Appointee is guilty of dishonesty or of misconduct or incompetence or wilful neglect of duty;
- 6.2.6 if the Appointee is convicted of any criminal offence (other than a road traffic offence for which a penalty of imprisonment is not imposed);
- 6.2.9 if the Appointee or the Contractor becomes bankrupt, applies for, or has made against him or it, a receiving order or makes any composition with his or its creditors or an administration order or order is made or resolution passed for the winding up of the Contractor; or
- 6.2.10 if the Appointee becomes of unsound mind.



6.3 The Contractor acknowledges that:

6.3.1 the termination or expiration of this Agreement shall be without prejudice to the rights of MSL arising prior to, in connection with or as a result of such termination or expiration;

6.3.2 MSL does not owe it or the Appointee a duty to provide work and may make payment in lieu of notice.

6.4 If for any reason the requirements for the Services with the Client are terminated then MSL can terminate this Agreement on the same notice.

7. Compensation to MSL

Without prejudice to MSL's other rights and remedies if the Contractor breaches any term of this Agreement the Contractor shall (except where it has failed to perform its obligations due to circumstances beyond its control) pay to MSL by way of compensation a sum no greater than the aggregate of:

7.1 the gross profit which would have been made by MSL in respect of the Services as if they had been properly performed by the Appointee up to the Termination Date or the Extension Date less such gross profit received by MSL up to the Termination Date or Extension Date as a result of the replacement of the Appointee;

7.2 the reasonable administrative and other costs of MSL in seeking a replacement for the Appointee; and

7.3 any further loss MSL may suffer as a direct result of the Contractor's breach of contract.

8. Contractor's Status

Neither the Contractor nor the Appointee is the employee of MSL, the Client or any other client or any associated company of MSL as defined in the Companies Act 1985, as amended ("associated company") and accordingly:

8.1 the parties acknowledge that this Agreement is not an exclusive arrangement and (subject to Clauses 2 and 11) nothing in this Agreement shall prevent the Contractor or the Appointee from engaging in computer related services;

8.2 the Contractor acknowledges that it and the Appointee should make sickness, disability and pension arrangements for the Appointee;

8.3 the Contractor shall be paid gross (unless otherwise required by law) and shall account to the appropriate authorities for all tax (including Value Added Tax), National Insurance contributions and social security levies (if any) (or any overseas equivalents of the same) payable in respect of sums paid to the Contractor or the Appointee in connection with this Agreement and shall procure that the Appointee shall also account to the appropriate authorities for all such tax and other sums payable by the Appointee in respect of sums paid to the Appointee which relate in any way to this Agreement;

8.4 the Contractor covenants with MSL that it will indemnify MSL (or, as the case may be, the Client) from and against any liability to which MSL (or, as the case may be, the Client) may be subject as a result of the failure of the Contractor to comply with the terms of Clause 8.3;

8.5 the Contractor shall promptly upon request provide evidence to MSL as MSL shall reasonably require that:

8.5.1 the relationship of it and/or the Appointee with MSL and/or the Client is/are regarded by the Inland Revenue, the Department of Social Security and any other relevant (including overseas equivalent) authorities as an arms length business relationship and not an employment relationship for all purposes including Income tax and National Insurance Contributions; and

8.5.2 the Contractor and the Appointee have paid any and all relevant tax and National Insurance contributions.

9. Confidentiality

9.1 In this Agreement the word "Invention" shall mean all inventions, improvements, modifications, processes, formulae, know-how, designs, models, prototypes, sketches, drawings, plans or other original matters (whether or not capable of protection by patent, registered design, design right, copyright, registered trade mark or other rights in the nature of intellectual property) which the Appointee alone or with one or more others may make, or discover during this Agreement and which pertain to the commercial or industrial activities of the Client for providing the Services or making the products of the Client or which the Appointee has done or may do during this Agreement for the Client.

9.2 The Contractor shall (and shall procure that the Appointee shall):

9.2.1 keep confidential all information relating to Inventions and the business of MSL or an associated company or the Client which may become known to it or him in connection with this Agreement;

9.2.2 not use any such information for its, their or his personal benefit;

9.2.3 give any confidentiality undertaking that MSL or the Client may require without delay;

9.2.4 not discuss the terms of this Agreement with the Client or any other person; and

9.2.5 on request return to MSL (or as MSL may direct) any material in its or the Appointee's possession or control and belonging to the Client, MSL or an associated company or containing confidential information as described above.

10. Inventions

The Contractor shall (and shall procure that the Appointee shall):

10.1 promptly disclose and deliver to MSL (or its designate) for the exclusive use and benefit of MSL (or its designate) any Inventions and give all information and data in its and/or the Appointee's possession as to the exact mode of working, producing, using and exploiting the same;

10.2 at the request of MSL execute and do all acts and things necessary to enable MSL (or its designate) to apply for and obtain protection for the Inventions in any and all countries and to vest title to the Inventions in MSL (or its designate) absolutely; and

10.3 during and at any time after the end of the Agreement do nothing (by omission or commission) to affect or imperil the validity of the protection referred to above

provided that nothing in this Agreement shall oblige the Client or MSL to seek patent or other protection for any Invention or exploit any Inventions or make any special payment to the Contractor or the Appointee in respect of any Invention.

11. Restrictions

11.1 The Contractor shall (and shall procure that the Appointee shall) not alone or jointly with another or others in any capacity and whether or not for its or their or his benefit for six calendar months after the Termination Date or any Extension Date directly or indirectly:

11.1.1 enter into, or approach with a view to entering into, a contract of employment or for services with the Client or its associated companies or with any other person for whom, or with whom the Appointee had material contact in connection with this Agreement or provided services on behalf of MSL or an associated company at any time in the twelve months prior to such termination);

11.1.2 induce or seek to induce to leave, or cease performing services for MSL or an associated company, any Contractor or employee of MSL or an associated company with which or whom the Contractor or Appointee had material contact in connection with this Agreement at any time in the twelve months prior to such termination; or

11.1.3 discourage the Client from dealing with MSL.



11.2 The Contractor shall (and shall procure that the Appointee shall) not at any time use the name "Span" for the purposes of a business similar to or competing with any business carried on by MSL or an associated company.

12. Amendment

Any amendments to this Agreement shall be confirmed in writing and signed by the parties provided that the Contractor shall be deemed for the purposes of this Agreement to have agreed any amendment where notice of the amendment has been served on it or the Appointee by MSL or the Client (at MSL's request but without the Client having a general authority to amend this Agreement) and the Contractor or the Appointee:

12.1 confirms (orally or in writing) to MSL or the Client that the amendment is accepted; or

12.2 continues to provide the Services after notice of amendment has been served.

13. Client Details

13.1 The Contractor shall procure that the Appointee performs the Services at premises which MSL or the Client may reasonably require including any premises in the geographical area which the Contractor or the Appointee has indicated it or he would be prepared to work.

13.2 Where the Services are, at the request of MSL or the Client performed wholly or in part at the premises and/or for the benefit of persons other than the Client then all references in this Agreement to "the Client" shall be deemed to refer to such other person.

14. Appointee Details

14.1 The Contractor warrants all oral or written representations made by it or the Appointee as to the Appointee's skill, experience, health, personality and eligibility to work.

14.2 If the Appointee is unable to perform the Services then, without prejudice to the other provisions of this Agreement, the Contractor shall use its reasonable endeavours to offer a replacement appointee. Any such replacement who is accepted by MSL shall become the Appointee for the purposes of this Agreement provided that MSL shall be under no obligation to accept any replacement appointee if in its reasonable opinion or the opinion of the Client such replacement is unsuitable for any reason.

15. Warranties

The Contractor warrants that:

15.1 it and the Appointee are not insolvent or bankrupt nor have applied for, or had made against them, an administration order or made any arrangement with their creditors;

15.2 it and the Appointee have made MSL aware of any criminal convictions including any criminal convictions not yet under the Rehabilitation of Offenders Act 1974 against the Appointee;

15.3 the Appointee has the right to provide services in the United Kingdom under United Kingdom immigration laws and that it and the Appointee shall inform MSL promptly should the situation change;

15.4 it is properly incorporated in England and Wales, Scotland or Northern Ireland and will remain so during this Agreement and has provided MSL with a certified copy of its Certificate of Incorporation and a VAT registration certificate (if applicable); and

15.5 it and the Appointee are not prevented by any other contract or arrangement from fulfilling their obligations under this Agreement.

16. Communications

16.1 Notices (including the delivery of time sheets and invoices where appropriate) may:

16.1.1 in the case of MSL be given verbally to the Appointee;

16.1.2 in the case of the Contractor be given personally to the Appointee (who shall accept service on behalf of the Contractor); or

16.1.3 in the case of MSL or the Contractor be sent by first class prepaid post or facsimile letter addressed to the party to be served at the address or facsimile number given in this Agreement (or such other address or facsimile number as may from time to time be given by notice).

16.2 Any written notices served:

16.2.1 by hand shall be deemed to have been served at the time of actual delivery;

16.2.2 by post shall be deemed served on the business day following that on which it was posted; or

16.2.3 by facsimile shall be deemed served at the time of dispatch if dispatched on a Normal working day before 5:30 pm or in any other case at 10:00 am on the next business day after the day of dispatch.

17. General

17.1 This Agreement and any comfort letter or confidentiality undertaking from the Appointee to MSL shall take effect in substitution for all previous agreements and arrangements (if any) whether written, oral or implied between MSL and the Contractor or the Appointee relating to the Services and all such agreements and arrangements still effective at the date hereof (if any) shall (without prejudice to the rights of MSL arising prior to the Commencement Date in respect of prior breaches by the Appointee or the Contractor of which MSL is not aware) be deemed to have been terminated by mutual consent with effect from the Commencement Date.

17.2 This Agreement is personal to the Contractor and it shall not be entitled to assign or sub-contract its obligations to any third party or (except in accordance with Clause 14.2) to procure that the Services are performed by any person other than the Appointee. MSL shall be entitled to assign this contract to an associated company and, upon such assignment, without prejudice to MSL's rights in respect of matters arising prior to such assignment all references to MSL shall be deemed to be references to the assignee.

17.3 This Agreement shall be governed by and construed in all respects in accordance with English Law and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

Signed

for and on behalf of **Contractor**

Signed

for and on behalf of **MSL**

I confirm that I have received all six pages of the contract, have read and understood them and agree to their terms and conditions.