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[Terms & Conditions](#)

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PARTIES

This Consultancy Agreement (hereinafter referred to as the "Agreement") is entered into on XXXXXXXXXXXX (the "Effective Date") by and between XXXXXXXXXXXX (hereinafter referred to as the "Client") with an address of XXXXXXXXXXXX and Peter Sumpton (hereinafter referred to as the "Consultant") with an address of 41 Graburn Road, Formby, Merseyside, L37 3PA (collectively referred to as the "Parties").

SERVICES PROVIDED

Hereby, the Consultant agrees to provide the services enlisted below (hereinafter referred to as the "Services"):

XXXXXXXXXXXX

PAYMENT AND FEES

The Parties agree that the total cost of the Services will be XXXXXXXXXXXXXXX

More specifically, XXXXXXXXXXXXXXX will be paid at the signing of this Agreement, and XXXXXXXXXXXXXXX will be paid at completion.

The Parties agree that the Consultant will provide an invoice to the Client the last week of every month upon the completion of the Services.

The Consultant agrees to obtain consent from the Client prior to making the purchase if an expense is over the agreed monthly cost/cost in full.

The Parties agree that the means of payment will be via bank transfer.

TERM

This Agreement shall be effective on the date of signing this Agreement (hereinafter referred to as the "Effective Date"). It will end on XXXXXXXX unless both parties agree to continue with the same Terms and Conditions in place.

TERMINATION

This Agreement may be terminated if the following occurs:

1. This Agreement will be terminated immediately if one of the Parties breaches this Agreement. More specifically, it will also be terminated if one of the Parties breaches a condition set forth in this Agreement without amending it within a period of 7 days.

2. The Consultant may terminate this Agreement on 14 days' notice in the event that:

- (a) The Client is in material breach of his obligations hereunder and fails to remedy such breach (to the extent such breach is capable of remedy) within 7 days of the Consultants written notice thereof; or
- (b) The Client petitions for bankruptcy or is otherwise unable to pay his debts as they fall due.

3. The Client may terminate this Agreement on giving the Consultant not less than 28 days' written notice and with good

4. This Agreement will automatically move to a monthly payment if not terminated by agreement when both Parties complete their obligations.

CONFIDENTIALITY

All terms and conditions of this Agreement (and any confidential information provided by the Client to the Consultant or vice versa) during the term of the Agreement must be kept confidential, unless the disclosure is required pursuant to process of law.

Disclosing or using this information for any purpose beyond the scope of this Agreement (or beyond the exceptions set forth above) is expressly forbidden without the prior consent of the Parties.

The Parties' obligation to maintain confidentiality will survive termination of this Agreement and remain in effect indefinitely.

RELATIONSHIP BETWEEN PARTIES

Hereby, the Parties agree that the Consultant in this Agreement is an independent contractor, as they provide the services hereunder and acts as an independent contractor, but may when required use their own resources by way of freelancers and other methods of outsourcing to fulfil Services.

The Consultant shall not be considered an employee under any circumstances.

This Agreement does not create any other partnership between the Parties.

This Agreement is an Agreement that is not based on exclusivity. Hence, the Parties

OWNERSHIP

The Parties agree that all products created by the Consultant will remain the exclusive property of the Client, as long as it is relevant to the performance of the Services set forth in this Agreement.

INTELLECTUAL PROPERTY

The Consultant agrees that any intellectual property provided to him/her by the Client will remain the sole property of the Client, including (but not limited to) copyrights, patents, trade secret rights, and other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, works of authorship, Confidential Information, or trade secrets.

The Consultant will refrain from using such intellectual property upon the termination of this Agreement.

LIMITATION OF LIABILITY

Under no circumstances will either party be liable for any indirect, special, consequential, or punitive damages (including lost profits) arising out of or relating to this Agreement or the transactions it contemplates (including breach of contract, tort, negligence, or other form of action)—if said damage is the direct result of one of the party's negligence or breach.

AMENDMENTS

The Parties agree that any amendments made to this Agreement must be made in writing and signed by both Parties to this Agreement.

As such, any amendments made by the Parties will be applied to this Agreement.

ASSIGNMENT

The Consultant reserves the right to assign any of the responsibilities in the Services to a third party to fulfil the obligations of the Services.

ENTIRE AGREEMENT

This Agreement contains the entire agreement and understanding among the Parties hereto, with respect to the subject matter hereof. It supersedes all prior agreements, understandings, inducements, and conditions (express,

implied, oral, written, or of any nature whatsoever with respect to the subject matter hereof). The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

SEVERABILITY

In an event when any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, the remaining provisions will still be enforced, in accordance with the Parties' intention.



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Let's get cracking.



Peter Sumpton

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All prices quoted are valid for one month after this project doc was delivered.