

Jo Richings Business Coach

(Purple Cow Success Un Limited)

Consultant Support Contract

1 Term

- 1.1 Subject to the terms set out in this Agreement, your engagement by Purple Cow Success Un Limited a company incorporated in England and Wales under number 07598163 whose registered office is at 28 Little Headley Close, Headley Park, Bristol, BS13 7PJ (**Business Coach**) will commence on the Commencement Date set out in the Consultancy Order and will continue unless or until either party gives to the other not less than one month's prior notice in writing.

2 Provision of services

- 2.1 You will provide the Services to the Business Coach in accordance with the terms and conditions set out in this Agreement which include those terms and conditions contained in the Consultancy Order signed by you. You will provide the Services with all due skill, care and diligence and will at all times during the engagement use your best endeavours to promote the interests of the Business Coach.
- 2.2 The Services you will provide are set out in the Consultancy Order signed by you (the **Services**)
- 2.3 You agree to make yourself available to provide the Services, unless prevented by ill-health or accident, on such days and at such times and in such places as may be required by the Business Coach from time to time.
- 2.4 You must notify Jo Richings as soon as reasonably practicable if you are unable to provide the Services due to illness or injury or for any other reason. The Business Coach may require you to confirm the reason(s) in writing.
- 2.5 You will keep Jo Richings informed of progress on projects in which you are engaged and will provide assistance and produce all such information and reports as Jo Richings may require from time to time.
- 2.6 You must at all times comply with all applicable laws and treat all the Business Coach's clients with respect and all due courtesy.
- 2.7 In the event that you are unable to provide the whole or any part of the Services for whatever reason, you will offer the Business Coach a substitute with equivalent skill and expertise to perform the Services on the your behalf (the **Substitute Support Trainer**). Any Substitute Support Trainer will be required to enter into direct undertakings with the Business Coach, including with regard to confidentiality and data protection. You will provide an overlap period of up to 3 working days during which time you will ensure that the Substitute Support Trainer fully understands the requirements of the Business Coach and the your obligations in respect of the Services. You will not charge the Business Coach any extra sum for this overlap period. You will continue to invoice the Business Coach and will be responsible for the payments to and expenses of the Substitute Support Trainer. For the avoidance of doubt, you will remain subject to the terms set out in this Agreement for the duration of the appointment of the Substitute Support Trainer.
- 2.8 You have no authority to commit the Business Coach to any legally binding agreement, nor to incur expenditure, sign any document, bring any proceedings nor make any promise on behalf of the Business Coach unless the Business Coach has specifically authorised you to

do so, in writing, in advance. You must not hold yourself out as having authority to do any of these things unless such authorisation has been provided.

- 2.9 You must comply with the Bribery Act 2010. Failure to do so may result in the immediate termination of your engagement.
- 2.10 You must not engage in any activity, practice or conduct which would constitute a UK tax evasion offence, a foreign tax evasion offence or a corporate failure to prevent offence under the Criminal Finances Act 2017. Failure to do so may result in the immediate termination of your engagement.

3 Fees and expenses

- 3.1 The Business Coach will pay to you in consideration of the provision of the Services a fee as set out in the Consultancy Order exclusive of VAT where applicable, payable by bank transfer monthly in arrears (the **Fee**) within 30 days of receipt by the Business Coach of an invoice submitted in accordance with Clause 3.2.
- 3.2 You will render monthly invoices to the Business Coach in respect of the Fee, which give details of the hours worked by you and/or any Substitute Consultant, the Services provided and the amount of the Fee payable, where you are registered for VAT, will show any VAT separately. You will keep records showing the hours worked by you and/or any Substitute Consultant in respect of the provision of the Services and will, if so requested, produce them to the Business Coach for accounting purposes.
- 3.3 You will be responsible for all out-of-pocket expenses and normal overhead expenditure incurred by you in the provision of the Services. For the avoidance of doubt you will not be reimbursed separately for these expenses.
- 3.4 The Business Coach will be entitled to deduct from the Fee and any other sums due to you, any sum that you may owe to the Business Coach at any time.
- 3.5 In regard to payment of Fees time is not of the essence.

4 Other activities

- 4.1 You warrant to the Business Coach (for the benefit of the Business Coach) that:
 - 4.1.1 for the duration of this Agreement and for a period of 3 years after the date of its termination, you shall not, acting either alone or jointly with or on behalf of any other person, firm or company whether as principal, partner, manager, employee, contractor, director, consultant, investor or otherwise solicit, entice, employ, seek to employ, conclude any contract for services with, offer or procure or facilitate the making of any such offer by any other person, any person who was an officer of the Business Coach or supplied services to the Business Coach or was employed by the Business Coach at any time during the 12 months prior to the date of termination of this Agreement;
 - 4.1.2 for the duration of this Agreement and for a period of 3 years after the date of termination of this Agreement, you shall not deal with, seek or solicit the custom of any person who was a client or customer of the Business Coach for the purposes of providing that client or customer with goods or services of a type supplied by the Business Coach which it provided to such client or customer at any time during the 12 months prior to the date of termination of this Agreement;

- 4.1.3 for the duration of this Agreement and for a period of 3 years after the date of termination of this Agreement you shall not entice or solicit any person who was a supplier to the Business Coach at any time during the 12 months prior to the date of termination of this Agreement, if such solicitation causes or would cause disruption to or the cessation of the supplier's supply of those goods or services to the Business Coach or its business.
- 4.2 You and the Business Coach agree and acknowledge that each of the restrictions in clause 4.1 are reasonable and necessary for the protection of the interests of the Business Coach. If any such restriction is considered by a court to be void or unenforceable but would be valid if part of the wording included in such restriction was deleted and/or the duration of such restriction was reduced and/or the geographical remit relating to such restriction was reduced, such restriction will apply with such amendments as may be necessary to make it valid and enforceable.

5 Confidential information

- 5.1 Except in the proper performance of your obligations under the terms set out in this Agreement, you will not during the engagement or at any time after it ends, use for your own benefit or for the benefit of any other person, firm, company or organisation, or directly or indirectly disclose to any person any Confidential Information which has come to your knowledge during or in connection with the engagement. **Confidential information** means all information or data (in whatever form), of a confidential or proprietary nature disclosed to or received by you (by any means), or to which you have access, whether or not labelled or designated as confidential, relating to the products, services, business or proposed business, finances, transactions, staff and affairs of the Business Coach or any customer, supplier, employee or client of any such company, including intellectual property rights, trade secrets, information in respect of which the Business Coach is bound by an obligation of confidentiality to a third party and any other information which is designated as confidential by the Business Coach or which you should reasonably be aware is confidential.
- 5.2 The restrictions in Clause 5.1 do not apply to:
- 5.2.1 any Confidential Information which is already in or (otherwise than through your unauthorised disclosure) becomes available to, or within the knowledge of, the public generally;
- 5.2.2 any use or disclosure authorised by the Business Coach, or required or protected by law.

6 Our property

- 6.1 All documents, hardware, software and any other materials provided for your use and that of any Substitute Consultant by the Business Coach, and any data or documents (including copies) and/or other materials produced by you and/or any Substitute Consultant and/or produced, maintained or stored on the Business Coach's computer systems and other electronic equipment, remain the property of the Business Coach at all times.

7 Data protection and monitoring

- 7.1 You will comply with your obligations under the United Kingdom General Data Protection Regulation (UK GDPR), the Data Protection Act 2018 (DPA 2018).

- 7.2 Without prejudice to the generality of Clause **Error! Reference source not found.**, you will:
- 7.2.1 co-operate fully with the Business Coach in order to enable the Business Coach to comply with its obligations under applicable data protection legislation;
 - 7.2.2 implement and maintain appropriate technical and organisational measures against unauthorised and unlawful processing of Personal Data and against accidental loss and destruction of or damage to Personal Data;
 - 7.2.3 process any Personal Data disclosed to you by or on behalf of the Business Coach only for the purposes of providing the Services and only for the purposes for which that Personal Data was obtained and is processed by the Business Coach
 - 7.2.4 not transfer any Personal Data outside the UK or to any international organisation without the Business Coach's prior written consent;
 - 7.2.5 immediately provide such evidence of your compliance with your obligations under this Clause 7 as the Business Coach may from time to time reasonably request;
 - 7.2.6 immediately upon notification by the Business Coach, take all appropriate action to enable the Business Coach to properly comply with any request from a data subject in relation to access to and/or rectification or erasure of Personal Data; and
 - 7.2.7 immediately notify the Business Coach of any data breach relating to Personal Data about which you become aware.
- 7.3 **Only if absolutely necessary, and only in accordance with all applicable laws**, will the Business Coach collect and process sensitive Personal Data (also known as 'special categories of personal data') and criminal records data relating to you.

8 Intellectual property

- 8.1 In consideration of the Business Coach paying you the Fee, you hereby transfer to the Business Coach by way of present and future assignment with full title guarantee all intellectual property rights (including any and all copyright, rights in inventions, patents, knowhow, trade secrets, trade marks and trade names, service marks, design rights, rights in get-up, database rights and rights in data, utility models, domain names and similar rights), whether registered or not, including applications to protect or register such rights and all renewals and extensions of such rights or applications, whether vested, contingent or future and wherever existing, in the work and/or any inventions created or developed by you and/or any Substitute Consultant in providing the Services (either alone or jointly with others).
- 8.2 For work in respect of which intellectual property rights are assigned to the Business Coach under Clause 8.1, you hereby irrevocably waive all your, and will procure the waiver by all third parties of all their, moral rights in such Work, under the Copyright, Designs and Patents Act 1988 (and all analogous legislation worldwide) to the extent permitted by law.

9 Insurance and liability

- 9.1 You acknowledge that you will have personal liability for, and will indemnify the Business Coach for, any loss, liability, costs (including legal costs), damages and/or expenses incurred by the Business Coach arising from any breach by you or any Substitute Consultant, of any of the terms set out in this Agreement, including any negligent or reckless act or omission or default in or in connection with the provision of the Services and you will maintain in force

during your engagement and for a period of 6 years after its termination full and comprehensive insurance cover with reputable insurers acceptable to the Business Coach in respect of the provision of the Services.

10 Termination

10.1 Notwithstanding the provisions of Clause 1.1, the Business Coach may terminate your engagement with immediate effect with no obligation to make any further payments to you (other than accrued fees and expenses at the date of termination) if:

10.1.1 you are in material breach of any of your obligations set out in this Agreement; and/or

10.1.2 other than by reason of incapacity by accident or illness for 2 weeks or less, you are unable to provide the Services in a proper and efficient manner (and have not provided an acceptable Substitute Consultant pursuant to Clause **Error! Reference source not found.**) or are in the reasonable opinion of the Business Coach wilfully negligent or incompetent in the performance of the Services, or fail to remedy any default in the provision of the Services.

10.2 Any delay by the Business Coach in exercising any of its rights to terminate will not constitute a waiver of those rights.

11 Your obligations on termination

11.1 You and any Substitute Consultant will immediately upon termination of the engagement, and at any time on request, surrender to a person duly authorised by the Business Coach all computer programs, reports, manuals, files, notes, accounts, documents, correspondence, books, materials, papers and information (on whatever media and wherever located) any keys and any other property of the Business Coach that have been made or received by you and/or any Substitute Consultant, during the course of providing the Services and which are in your possession or under your control and/or in the possession or under the control of any Substitute Consultant.

11.2 Subject to the Business Coach's data retention guidelines, you will immediately upon termination of the engagement irrevocably delete any information relating to the business of the Business Coach stored in any magnetic or optical drive or memory, and all matter derived from such sources, which is in your possession or under your control outside the premises of the Business Coach. You will also procure that any Substitute Consultant deletes such data in their possession or under their control where applicable.

12 Status

12.1 You will be an independent contractor and as such will not be entitled to any pension, bonus, holiday, sickness or other fringe benefits from the Business Coach. You are not an agent, officer or employee, worker or partner of the Business Coach or any Group Business Coach and you will not hold yourself out as such.

12.2 You acknowledge that the Business Coach will not be operating Pay As You Earn or making or deducting any national insurance contributions in respect of the provision of the Services and the fees and expenses payable under the terms set out in this Agreement. You will be responsible for, and will account to the appropriate authorities for, all income tax liabilities and national insurance or similar contributions payable in respect of the payments made to you and/or any Substitute Consultant.

12.3 You indemnify the Business Coach against any liability, assessment or claim together with all reasonable costs and expenses and any penalty, fine or interest paid by the Business Coach in connection with or in consequence of any such liability, assessment or claim for:

12.3.1 taxation arising from or in connection with the provision of the Services, where such recovery is not prohibited by law; and

12.3.2 any employment-related claim or claim based on worker status brought by you and/or any Substitute Consultant against the Business Coach arising out of or in connection with the provision of the Services, except where such claim is as a result of any act or omission of the Business Coach.

12.4 The Business Coach may satisfy the indemnity in Clause 12.3 by way of deduction from any payment(s) due to you.

13 Other terms

13.1 The terms set out in this Agreement, which includes the Consultancy Order terms and conditions, constitute the entire and only legally binding agreement between us relating to your engagement and supersede any previous understandings, arrangements, representations, negotiations or agreements between us. Neither of us has made any statement, representation or warranty concerning the subject matter of this Agreement and neither of us has any liability arising from reliance on any information supplied by one to the other except where it is contained in this Agreement which includes the Consultancy Order terms and conditions. Nothing in this Clause 13.1 will have effect to exclude the liability of either of us for fraud or fraudulent misrepresentation.

13.2 The Contracts (Rights of Third Parties) Act 1999 will not apply to the agreement set out in this Agreement and no person other than you and the Business Coach will have any rights under it. The terms of the agreement set out in this Agreement including those of the Consultancy Order may be varied, amended or modified (whether in whole or in part) or this agreement may be suspended, cancelled, terminated by agreement in writing between you and the Business Coach or this agreement may be rescinded in each case without the consent of any third party.

13.3 The agreement set out in this Agreement including the terms and conditions of the Consultancy Order and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales. You and the Business Coach irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the agreement set out in this Agreement, its subject matter or formation (including non-contractual disputes or claims).

13.4 No variation of the terms set out in this Agreement will be valid or effective unless it is in writing, refers to this Agreement and is duly signed or executed by, or on behalf of, both you and the Business Coach.

13.5 In this Agreement, **Consultancy Order** means the order document which when signed by the Business Coach and you forms the binding contract between you and the Business Coach under the terms of this Agreement including those contained in the Consultancy Order; **Personal Data** means any information relating to a living individual who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification

number, location data or an online identifier, or one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of the individual.