

AGREEMENT FOR THE SUPPLY OF SERVICES by DAPS Project Management Ltd ("the Consultant") to _____ ("the Client") agreement made the ____ day of _____

The terms of contract will be the ACE Agreement 2:Advisory, Investigatory and other Services 2009 Edition (June 2009 amendment) ("the ACE agreement")

The Schedule of Services and The Schedule of Fees will be reviewed in 3 months.

Italics indicate clauses or part clauses taken verbatim from the ACE agreement. Regular bold text indicate text specific to this contract to be inserted into the ACE agreement. Amendments to the ACE agreement are stated in the section " Amendments to the ACE Agreement "

Part A: The Memorandum of Agreement.

A3 The client appoints the consultant to provide the services described in part F: The Schedule of Services ("the services") in connection with

Part B: The Particulars of Agreement.

B1 The total liability of the consultant under clause E5.1 of Part E: The terms of contracts shall be no greater than the value of services provided under this agreement.

B2 deleted

B3 deleted

B4 deleted

B5 The period of the consultants liability is from the date herof to six years after completion of the services (or termination of the agreement if earlier) or such date as may be prescribed by law

Part C: The Programme for the Services deleted

Part D: The Schedule of Fees

D1 The fees for the Services shall be payable on a time basis at the following rates:

Senior Project Manager £__ per hour

Project Coordinator £__ per hour

Graduate £__ per hour

For services carried out between 8am and 8pm. For night work (8pm to 8am) or Bank Holiday working at 2x the rate stated in above. For Weekend work (8am to 8pm) at 1.5x the rate stated above.

Out of pocket expenses referred to in D5 Include: Car Mileage incurred in providing Services required by the Client. (40p per mile). Parking Fees. Rail Travel incurred in providing Services required by the Client. Hotel Accommodation incurred in providing Services required by the Client (Travel Inn grade including meal and breakfast). London travel outside zones 1-5

D2 The fees shall be paid at the following intervals and/or in the following instalments: Invoices will be submitted at the end of each 14 day period.

D3 Additional payment under clause E3.3 of part E: the terms of contract shall be as follows: On a time basis as stated in D1

D5 Out of pocket expenses shall be paid at cost in addition to the fees and shall be invoiced at the following intervals: 14 days, submitted with invoices.

D6 The final date for payment shall be 14 days after submission of the relevant invoice by the consultant

Part F: The Schedule of Services

F1 The Services to be performed under this Agreement are:

Amendments to the ACE Agreement

Part E: The Schedule of Services

A new clause E2.3 will be inserted as follows: "E2.3 the Client shall not during the currency of this Agreement engage or offer seek or negotiate to engage, whether as an employee or as an independent contractor, the services of any person who at the date of this Agreement is, or who during the currency of this Agreement shall become, an employee of the Consultant"

and

In clause E3.4, there shall be added after the words "or other amount due under this Agreement" the words "or being otherwise in breach of clause E2".

In clause E3.1 the words "and at the relevant rate" are replaced with "and at the rate of 20%"

In clause E6.3 the words "two weeks notice" are replaced with "7 days notice"

Signed by or on behalf of the Client:

Signature.....

Signed by or on behalf of the Consultant:

Signature.....

SAMPLE NOT FOR USE