

PERSONAL NAME
ORG. NAME
FULL ADDRESS

DATE

Dear XXXX (the 'Consultant')

Provision of consultancy services to the Centre for Ageing Better

This Agreement sets out the key provisions of the consultancy services (the “**Services**”) which the Consultant agrees to provide to the Centre for Ageing Better on and subject to the Centre for Ageing Better standard terms set out in the attached Schedule (the “**Engagement**”).

The Engagement will commence on [enter date] for a period of three years with a break clause after the first two years. Whilst we endeavor to use the Consultant over this period we do not guarantee any work and whilst we will give as much notice as possible, some work may be requested at short notice.

As well as paying the Consultant day rates, the Centre for Ageing Better will reimburse the Consultant for all reasonable expenses for travel and accommodation incurred in connection with the provision of the Services, provided that these are approved in advance by the Centre for Ageing Better in writing, and that receipts or other supporting documents are provided to the Centre for Ageing Better’s reasonable satisfaction if so required.

Fees will be payable monthly, within 30 days after the Centre for Ageing Better receives an invoice from the Consultant (to be submitted not earlier than the last working day of each month). Invoices should be supported by a written record of the number of days spent providing the Services during the relevant period, and should detail the Deliverables achieved during that month along with such other information as the Centre for Ageing Better may reasonably request.

The Consultant is not, and will not be an employee of the Centre for Ageing Better under this Agreement and will be responsible for all liabilities relating to National Insurance and or Income Tax (and any other similar liabilities) arising from the payment to the Consultant of any sums under this Agreement.

Please sign and return the enclosed copy of this letter to confirm this Engagement.

Yours sincerely

Louise Ansari
Director of Communications and Influencing

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I agree to the Engagement to provide the Services to the Centre for Ageing Better on the terms of this letter.

Name:

Signed:

Dated:

Standard Terms of Engagement for Consultants (the 'Agreement')

- 1) The Consultant represents and warrants that in carrying out the Services for The Centre for Ageing Better:
 - a) the Consultant is entitled to enter into this Agreement;
 - b) neither the Consultant nor any of the Consultant's immediate associates or family have any actual or potential conflict of interest with The Centre for Ageing Better (including The Centre for Ageing Better's Directors, officers or employees) in entering into and carrying out the Consultant's obligations under this Engagement, and the Consultant is not party to any agreement with any person or entity that would preclude the Consultant from fully complying with such obligations;
 - c) the Consultant will immediately inform if the Consultant becomes aware of any actual or potential conflict of interest arising, or any fraud, theft and/or corruption of which the Consultant become aware or suspect to have occurred in relation to the provision of the Services;
 - d) the Consultant has the appropriate time, skills, experience and resources to perform and complete the Services as required; and
 - e) no rights of any third party will be infringed.
- 2) Nothing in this agreement shall prevent the Consultant from being directly or indirectly engaged by or interested in any other institution, business or undertaking during the term of this agreement provided that such activity does not breach (and there is no material risk that the activity will lead to breach of) the Consultant's obligations under the terms of this agreement.
- 3) The Consultant will ensure that at all times during the Engagement the Services are provided:
 - a) at such times and at such locations as The Centre for Ageing Better and the Consultant shall agree from time to time;
 - b) with reasonable care and skill, to the best of the Consultant's ability and in a professional, timely and competent manner;
 - c) ethically and in good faith and in accordance with all applicable legislation, rules and regulations and all The Centre for Ageing Better's policies and procedures including those relating to health, safety and security, child protection, prevention of fraud or corruption, and any instructions given to the Consultant by The Centre for Ageing Better or its officers in such regards;
 - d) in accordance with any reasonable directions of The Centre for Ageing Better as to financial procedures and controls; and
 - e) in the best interests of The Centre for Ageing Better, and so as to enhance and promote the reputation and objectives of The Centre for Ageing Better.
- 4) The Consultant shall provide The Centre for Ageing Better with such information as The Centre for Ageing Better may from time to time reasonably require concerning the provision by the Consultant of the Services and will in particular:

- a) allow The Centre for Ageing Better and persons duly authorised by it, access to the Consultant's books, papers, documents and other records (including those stored electronically) in relation to the provision of the Services at all reasonable times and on reasonable notice; and
 - b) allow The Centre for Ageing Better to monitor the performance of the Services by the Consultant.
- 5) The Consultant will not represent itself as being an agent, partner, employee or representative of The Centre for Ageing Better, nor hold the Consultant as having any authority to incur any obligation of any nature whether express or implied on The Centre for Ageing Better's behalf unless expressly authorised in writing.
 - 6) The Consultant authorises The Centre for Ageing Better to deduct and retain from any fee or other sum due to the Consultant from The Centre for Ageing Better (i) any sum due from the Consultant to The Centre for Ageing Better from time to time; and (ii) a sum equivalent to the costs to The Centre for Ageing Better of any time spent or materials needed to make good any substandard or defective Services provided by the Consultant (without prejudice to The Centre for Ageing Better's other rights in such circumstances).
 - 7) No Fee shall be due or paid to the Consultant (i) if the Consultant does not provide the Services in accordance with the agreement (whether because of ill health or injury or for any other reason whatsoever), or (ii) where a dispute arises or has arisen between The Centre for Ageing Better and the Consultant about the provision of Services or any invoice submitted by the Consultant to The Centre for Ageing Better, unless and until the dispute is resolved.
 - 8) The Consultant shall not at any time during (except so far as is required for the proper performance of the Consultant's obligations under this agreement or as authorised by The Centre for Ageing Better) nor at any time after the termination of this agreement, communicate or divulge to any person or make use of (and shall use the Consultant's best endeavours to prevent the publication, disclosure or unauthorized use of) any confidential information relating to The Centre for Ageing Better or any of its trustees, employees or service users, save for such information which is in the public domain or comes into the public domain (in either case otherwise than as a result of a breach of the provisions of this clause) or that the Consultant can show was already in the Consultant's possession prior to the date of this agreement or was disclosed to the Consultant by a third party.
 - 9) The Consultant hereby assign (including, where applicable, by way of future assignment) to The Centre for Ageing Better with full title guarantee all present and future copyright, design, patent, trade mark, database, or other intellectual property rights (including any right to apply for registration or other protection) in any works, material or know-how produced by the

Consultant for The Centre for Ageing Better under this Engagement. If it is not possible for whatever reason to effect such assignment in respect of any particular works, material or know-how the Consultant hereby grant The Centre for Ageing Better a worldwide, exclusive, royalty-free, perpetual licence to such works, material or know-how and the Consultant agrees to take all steps and execute any necessary document requested by The Centre for Ageing Better to effect the transfer of such intellectual property to The Centre for Ageing Better and to allow The Centre for Ageing Better to enjoy the fullest benefit of such intellectual property rights in good time. The Consultant hereby waive all Moral Rights (as defined in Chapter IV of Part I of the Copyright, Designs and Patents Act 1988) in any works, material or know-how produced during the period of this Agreement in which such rights may vest, and so far as is legally possible, any broadly equivalent rights the Consultant may have in any territory of the world. Provided that the Consultant obtain The Centre for Ageing Better's prior written consent in respect of any specific works, material or know-how from time to time, The Centre for Ageing Better may at its sole discretion grant the Consultant a non-exclusive, royalty-free licence to use such intellectual property elsewhere for the purposes of the Consultant's business.

- 10) The Consultant represents and warrants to The Centre for Ageing Better that:
 - a) the works, materials and know-how provided under the Services by the Consultant (the "**Works**") are and will be the Consultant's original work;
 - b) such Works have not been and will not be copied wholly or substantially from any other work or material or otherwise infringe the rights of any third party; and
 - c) the exercise by The Centre for Ageing Better of the rights assigned to it will not infringe the rights of any third party.

- 11) The Centre for Ageing Better and the Consultant agree that the Consultant shall have the status of a self-employed person and shall not be entitled to any pension, bonus or other fringe benefits from The Centre for Ageing Better, and that the Consultant shall be responsible for all income tax liabilities and national insurance or similar contributions in respect of the Consultant's fees. Accordingly, the Consultant agrees to indemnify and keep indemnified The Centre for Ageing Better from and against liabilities, losses, damages, expenses or costs:
 - a) arising from claims that may be made by the relevant authorities against The Centre for Ageing Better in respect of income tax or national insurance contributions (whether primary or secondary) relating to payment made by The Centre for Ageing Better in respect of the Services (where such indemnification is permitted by law); and
 - b) that The Centre for Ageing Better may incur if the Consultant is held or claim to be an employee of The Centre for Ageing Better, including in relation to any employee right, entitlement or benefit, and income tax, national insurance contributions and any other form of taxation or social

security cost, and any interest, penalties or fines imposed upon The Centre for Ageing Better.

- 12) The Consultant shall indemnify and keep indemnified The Centre for Ageing Better from and against any loss suffered or incurred by The Centre for Ageing Better arising from any act or omission by the Consultant's part in breach of the provisions of this agreement.
- 13) The Centre for Ageing Better's maximum liability to the Consultant in respect of the aggregate of any claims made by the Consultant arising from any breach by The Centre for Ageing Better of any of the terms of this Engagement howsoever arising is limited to an amount equivalent to the Fees paid or payable under the terms of this contract.
- 14) Neither party may limit its liability for death or personal injury caused by its negligence. The Consultant shall be solely responsible for all physical injuries, including death, to persons and all physical damage to property occurring on account of or in connection with the performance of the Services (excepting any such injuries or damage caused by or resulting from the negligence of The Centre for Ageing Better) and shall indemnify The Centre for Ageing Better from loss and liability and from all costs and expenses in actions which may be brought against The Centre for Ageing Better on account of any such injuries to persons or physical damage to property. The Consultant and all employees' agents or contractors shall observe and follow the procedures and practices set out in the Health and Safety Statement and policy of The Centre for Ageing Better.
- 15) The Consultant will be personally liable for losses and costs incurred by The Centre for Ageing Better in connection with the provision of the Services, and the Consultant agrees it shall take out and maintain at the Consultant's cost, full and comprehensive insurance policies in respect of the Services providing a minimum cover to a level approved by The Centre for Ageing Better in advance.
- 16) Either party may terminate this Engagement immediately by giving the other notice in writing if the other:
 - a) has committed a material or persistent breach of its obligations (which if capable of remedy shall not have been remedied within 7 days of written notice to do so);
 - b) ceases for any reason to carry on business;
 - c) is unable to pay its debts as they fall due; or
 - d) any conflict of interest under clause 1(b) arises
- 17) This agreement may be terminated by The Centre for Ageing Better without notice if:
 - a) the Consultant shall become of unsound mind or be or become a patient under the Mental Health Act 1983;

- b) if in the reasonable opinion of The Centre for Ageing Better the Consultant is negligent or incompetent in the performance of the Services;
 - c) the Consultant shall have been guilty of conduct tending to bring the Consultant or The Centre for Ageing Better into disrepute; or
 - d) the Consultant is convicted of any criminal offence (excluding an offence under the road traffic legislation in the United Kingdom or elsewhere in respect of which a custodial sentence is not imposed on the Consultant).
- 18) Termination of this Engagement shall not prejudice the accrued rights and obligations of either party.
- 19) Upon the termination of this agreement the Consultant shall immediately deliver up to The Centre for Ageing Better all documents, papers, records, computer disks, materials, equipment and other property of The Centre for Ageing Better in the Consultant's possession or under the Consultant's control and shall not retain copies or extracts thereof.
- 20) This Agreement (including any documents referred to in it) sets out the entire agreement between The Centre for Ageing Better relating to the Engagement, and is in substitution for all previous agreements or arrangements between The Centre for Ageing Better (whether written or oral) relating to the Services which shall be deemed to have been terminated by mutual consent as from 7th October 2022. Both parties acknowledge that in entering into this Agreement neither has relied on any representation or undertaking (whether or not in writing) except as expressly incorporated into this Agreement.
- 21) No failure or delay by either party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise.
- 22) Both parties agree that this Agreement shall be governed by and interpreted in accordance with English Law, and hereby submit to the exclusive jurisdiction of the English Courts as regards any claim, dispute or matter arising out of or relating to this agreement.
- 23) Any notice given under this Agreement shall be in writing and shall be served by delivering it personally or sending it by email, fax or special delivery to the address used by the other party in this agreement (or such other address as the parties may notify to each other from time to time).
- 24) Any such notice shall be deemed to have been received at the time of delivery or transmission (if delivered personally or by fax or email) or 24 hours after the date of posting (if received by special delivery), provided that if deemed receipt (but for this proviso) would have occurred before 09:00 on a Business Day the notice shall be deemed to have been received at 09:00 on that day, and if deemed receipt (but for this proviso) would have occurred after 17:00 on a Business Day, or at any time on a day which is not a

Business Day, the notice shall be deemed to have been received at 09:00 on the next Business Day. For the purpose of this clause, "Business Day" means any day which is not a Saturday, Sunday or a public holiday in the place at or to which the notice is left or sent.

- 25) Subject as provided in clauses 23 and 24, in proving such service (other than service by fax or email) it shall be sufficient to prove that the notice or correspondence was properly addressed and left at or posted by registered mail to the place to which it was so addressed.