

Terms of Services – Consultancy

This service agreement (the “Agreement”) was last modified on the 23rd of October 2023.

Client: The ‘School’

Contractor: The Literacy Tree Ltd, CS.301 Clerkenwell Workshops, 27/31 Clerkenwell Close, London, EC1R 0AT (the “Contractor”).

BACKGROUND

- A. The School is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the School on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the School and the Contractor agree as follows:

SERVICES PROVIDED

1. The School hereby agrees to engage the Contractor to provide the School with the following services (the “Services”):

Delivery of a Staff Meeting, Twilight session, Half-Day or Whole-Day Consultancy session, on a one-off or ongoing capacity

At their School address, or remotely via Zoom.

From the hours of 8:30am – 6:30pm depending on the level of service.

2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the School.

TERM OF AGREEMENT

3. The term of this Agreement (the "Term") will begin on the date the School requests and agrees to the undertaking of Services, and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement.
4. In the event that the School wishes to terminate or cancel the requested Service prior to the completion of the Service, the School will be required to provide 14 days written notice to the Contractor.
5. In the event that the Contractor cannot fulfil the Service due to illness, the Contractor reserves the right to either move the Service to another date within the next 7 calendar days with the same consultant, send a different consultant to deliver the Service, or deliver the Service remotely/online.

CURRENCY

6. Except as otherwise provided in this Agreement, all monetary amounts referred to in discussion and quotes are in GBP.

PAYMENT

7. The Contractor will charge the School a flat fee for the Services (the "Payment").
8. The Contractor will invoice the School. Payment must be made within 6 weeks of the delivery date.
9. Invoices will be submitted by the Contractor to the School after the Service has taken place.

11. In the event that this Service is cancelled by the School prior to completion, but within 14 days of the delivery date, the Contractor will be entitled to charge 100% of the Payment to the School, provided that there has been no breach of the terms on the part of the Contractor.
12. In the event that this Service is terminated by the School prior to completion, but between 15-30 days of the delivery date, the Contractor will be entitled to charge 50% of the Payment to the School, provided that there has been no breach of the terms on the part of the Contractor.
13. The Contractor will not be reimbursed for any expenses incurred in connection with providing the Services of this Agreement, except in the cases where accommodation and travel expenses have been discussed and approved by the School.

CAPACITY/INDEPENDENT CONTRACTOR

14. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the School acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service.

EQUIPMENT

15. Prior to the delivery date, the Contractor will provide the School with all necessary printable materials, which the School will have to produce for their staff at their own expense. The School will need these resources for the Contractor to successfully deliver the Service in accordance with the Agreement.