

DATED \_\_\_\_\_ 2026

(1) CHANNEL FIRE LIMITED

(2) [CONSULTANT COMPANY NAME]

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CONSULTANCY AGREEMENT

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Consultancy Agreement Number: CA/TVITD/PO00XXXX

Reference:	CHA-T&C-FORM-0001	Issue No.:	2026-1	Date of Issue	12/03/2026
Originated By:	Tom Nanda	Authorised By:	Richard Bradley	Page 1 of 30	

THIS AGREEMENT is made on

2025

**BETWEEN:**

- (1) **CHANNEL FIRE LIMITED** incorporated and registered in England and Wales with company number 09552035 whose registered office is at Alpine House, Hollins Brook Park, Little 66, Bury BL9 8RN (the **Client**).
- (2) **[FULL COMPANY NAME]** incorporated and registered in England and Wales with company number **[number]** whose registered office is at **[registered office address]** (the **Consultant Company**).

IT IS AGREED as follows:

**1. INTERPRETATION**

1.1 The following definitions and rules of interpretation apply in this Agreement (unless the context requires otherwise).

- "Business of the Client" means the client's main business activity in being a specialist provider of fire suppression systems, including the design, project management and maintenance of active fire suppression systems.
- "Business Opportunities" means any opportunities which the Consultant Company or the Individual becomes aware of during the Engagement which relate to the Business of the Client, or which might be of benefit to the Client.
- "Business Day" means a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
- "Capacity" means as agent, consultant, director, employee, owner, partner, shareholder or in any other capacity.
- "Client Property" means all documents, books, manuals, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the Business or affairs of the Client or its customers and business contacts, and any equipment, keys, hardware or software provided for the Consultant Company or the Individual's use by the Client during the Engagement, and any data or documents (including copies) produced, maintained or stored by the Consultant Company or the Individual on the computer systems or other electronic equipment of

the Client, the Consultant Company or the Individual during the Engagement.

<b>"Confidential Information"</b>	means information in whatever form (including, without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, customers, clients, suppliers, products, affairs and finances of the Client for the time being confidential to the Client and trade secrets including, without limitation, technical data and know-how relating to the Business of the Client or any of its suppliers, customers, clients, agents, distributors, shareholders, management or business contacts, including in particular (by way of illustration only and without limitation) [EXAMPLES] and including (but not limited to) information that the Consultant Company or the Individual creates, develops, receives or obtains in connection with this Engagement, whether or not such information (if in anything other than oral form) is marked confidential.
<b>"Construction Project"</b>	has the meaning given in Schedule 2 of this Agreement.
<b>"Construction Services"</b>	means the services (if any) to be provided by the Consultant Company for or in connection with a Construction Project, as set out in and as more particularly described in Schedule 2 of this Agreement.
<b>"Construction Services Fees"</b>	means the amount stated as such in Schedule 1 of this Agreement.
<b>"Data Protection Legislation"</b>	means all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR), the Data Protection Act 2018 (and regulations made thereunder) or any successor legislation, and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).

"Deemed Employment"	means an engagement to which section 61M(1)(d) of the Income Tax (Earnings and Pensions) Act 2003 applies.
"Deliverable"	means any outputs of the Services and any other documents or materials provided by the Consultant Company to the Client as specified in Schedule 1 or in relation to the Services (excluding the Consultant Company's equipment).
"Engagement"	means the engagement of the Consultant Company by the Client on the terms of this Agreement.
"Fees"	means the fees payable by the Client to the Consultant for the provision of the Services as detailed in Schedule 1
"Individual"	means [NAME]
"Insurance Policies"	means all appropriate insurance coverage, including but not limited to commercial general liability insurance cover, employer's liability insurance cover, professional indemnity insurance cover, and public liability insurance cover, and (if Construction Services are part of the Services under this Agreement) the professional indemnity insurance required to be maintained under paragraph 5 of Schedule 2 of this Agreement.
"Intellectual Property Rights"	means patents, utility models, rights to Inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

"Invention"	means any invention, idea, discovery, development, improvement or innovation made by the Consultant Company or by the Individual in connection with the provision of the Services, whether or not patentable or capable of registration, and whether or not recorded in any medium.
"Off-payroll Working rules"	means the rules in Chapter 10 of Part 2 of the Income Tax (Earnings and Pensions) Act 2003.
"Required Time"	means [insert required time e.g. X hours per week, or Y days per month].
"Services"	means the services described in the Schedule 1 (including any Construction Services).
"Start Date"	means [insert date].
"Substitute"	means a substitute for the Individual appointed in accordance with clause 3.3.
"Termination Date"	means the date of termination of this Agreement, howsoever arising.
"Works"	means all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software programs, inventions, ideas, discoveries, developments, improvements or innovations and all materials embodying them in whatever form, including but not limited to hard copy and electronic form, prepared by the Consultant Company or the Individual in connection with the provision of the Services.

- 1.2 The headings in this Agreement are inserted for convenience only and shall not affect its construction.
- 1.3 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.
- 1.5 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.

1.6 Where the Services include Construction Services (as specified in Schedule 1 of this Agreement) the additional provisions of Schedule 2 shall apply to this Agreement and shall be incorporated as terms of this Agreement and shall be read and construed as terms of this Agreement. If there is any inconsistency or discrepancy between the provisions set out in Schedule 2 and the other terms of this Agreement in respect of or in connection with the Construction Services, the provisions of Schedule 2 shall take priority over the other terms of the Agreement, and the terms of this Agreement shall be read and construed accordingly.

## **2. TERM OF ENGAGEMENT**

2.1 The Client shall engage the Consultant Company, and the Consultant Company shall make available to the Client the Individual to provide the Services on the terms of this Agreement.

2.2 The Engagement shall on the Start Date and shall continue unless and until terminated:

2.2.1 as provided by the terms of this Agreement; or

2.2.2 by either party giving to the other not less than [30 days] prior written notice.

2.3 Insofar as the Consultant Company has performed a part of the Services before the date of this Agreement, the Consultant Company's obligations and liabilities as well as entitlement to payment under this Agreement shall take effect in all respects as if the Agreement had been dated prior to the commencement of that part of the Services by the Consultant Company.

## **3. DUTIES AND OBLIGATIONS**

3.1 During the Engagement the Consultant Company shall, and (where appropriate) shall procure that the Individual shall:

3.1.1 provide the Services, including any Deliverables, with all due care, skill and ability and use it or their best endeavours to promote the interests of the Client.

3.1.2 unless the Individual is prevented by ill health or accident, devote at least the Required Time to the carrying out of the Services together with such additional time if any as may be necessary for their proper performance.

3.1.3 ensure that the Deliverables conform in all respects with, and are achieved by any deadlines specified in, Schedule 1 and that the Deliverables shall be fit for any purpose expressly or implicitly made known to the Consultant Company by the Client; and

3.1.4 promptly give to the Client all such information and reports as it may reasonably require in connection with matters relating to the provision of the Services, including any Deliverables, or the Business of the Client.

3.2 If the Individual is unable to provide the Services due to illness or injury, the Consultant Company shall advise the Client of that fact as soon as reasonably practicable. For the

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avoidance of doubt, no fee shall be payable in accordance with clause 4 in respect of any period during which the Services are not provided.

- 3.3 The Consultant Company may, with the prior written approval of the Client and subject to the following proviso, appoint a suitably qualified and skilled Substitute to perform the Services instead of the Individual, provided that the Substitute shall be required to enter into direct undertakings with the Client, including with regard to confidentiality. The Consultant Company shall continue to invoice the Client in accordance with clause 4 and shall be responsible for the remuneration of the Substitute.
- 3.4 If a Substitute is appointed, the provisions relating to sub-processor obligations in clause 8 will apply and references in this Agreement to the Individual shall include references to the Substitute.
- 3.5 The Consultant Company shall use its reasonable endeavours to ensure that the Individual is available on reasonable notice to provide such assistance or information as the Client may require.
- 3.6 Unless it or they have been specifically authorised to do so by the Client in writing:
- 3.6.1 neither the Consultant Company nor the Individual shall have any authority to incur any expenditure in the name of or for the account of the Client; and
  - 3.6.2 the Consultant Company shall not, and shall procure that the Individual shall not, hold itself out as having authority to bind the Client.
- 3.7 The Consultant Company shall, and shall procure that the Individual shall, comply with all reasonable standards of safety and comply with the Client's health and safety procedures from time to time in force at any of the Client's premises at which the Services are provided and report to the Client any unsafe working conditions or practices.
- 3.8 The Consultant Company shall procure that the Individual shall comply with the Client's relevant policies as notified to the Consultant Company from time to time.
- 3.9 The Consultant Company undertakes to the Client that during the Engagement it shall, and shall procure that the Individual shall, take all reasonable steps to offer (or cause to be offered) to the Client any Business Opportunities as soon as practicable after the same shall have come to its or their knowledge and, in any event, before the same shall have been offered by the Consultant Company or the Individual (or caused by the Consultant Company or the Individual to be offered) to any other party provided that nothing in this clause shall require the Consultant Company or the Individual to disclose any Business Opportunities to the Client if to do so would result in a breach by the Consultant Company or the Individual of any obligation of confidentiality or of any fiduciary duty owed by it or them to any third party.
- 3.10 The Consultant Company may use a third party to perform any administrative, clerical or secretarial functions which are reasonably incidental to the provision of the Services provided that:

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- 3.10.1 the Client will not be liable to bear the cost of such functions; and
  - 3.10.2 at the Client's request the third party shall be required to enter into direct undertakings with the Client, including with regard to confidentiality.
- 3.11 The Consultant Company shall, and shall procure that the Individual shall, promptly give to the Client all such information and documentation as it may reasonably require from time to time in order for the Client to determine whether the Engagement is or will be within the Off-payroll Working rules and is or will be Deemed Employment and, if the Client determines the Engagement is Deemed Employment, in order to comply with any obligation on the Client to deduct and account for tax or national insurance contributions from the fees due under clause 4.
- 3.12 The Consultant Company shall, and shall procure that the Individual shall, promptly inform the Client of any material change to any information or documentation previously provided in compliance with this clause and shall also promptly provide any other information or documentation that it considers (or ought reasonably to consider) to be materially relevant to determining whether the Engagement is Deemed Employment. Subject to clause 18, the Client reserves the right to amend the terms of the Engagement, and this Agreement, if the Engagement is determined to be Deemed Employment.
- 4. FEES**
- 4.1 The Client shall pay the Consultant Company the Fees, less any deductions for income tax and national insurance contributions as required by law.
- 4.2 The Consultant Company shall be entitled to invoice for the Fees in accordance with the invoicing frequency detailed in Schedule 1
- 4.3 Where a Fee is stated in Schedule 1 to be payable to the Consultant Company following the achievement of a Deliverable (as set out more particularly in Schedule 1), this shall only be payable once the Deliverable has been achieved or provided to the satisfaction of the Client.
- 4.4 In consideration of the provision of the Services, and subject to clause 4.5, the Client shall pay each undisputed invoice submitted by the Consultant Company in accordance with clause 4.1 within the time period specified in Schedule 1.
- 4.5 Should the Client become required by law to deduct income tax and national insurance contributions from the fees, the Client shall inform the Consultant Company of the deadline by which invoices must be submitted for payment to be included in the next monthly payroll and payment shall not be made until the Consultant Company has supplied to the Client all relevant information, in accordance with clause 3.11, required for the purpose of making the relevant deductions.
- 4.6 The Client shall be entitled to deduct from the fees (and any other sums) due to the Consultant Company any sums that the Consultant Company or the Individual may owe to the Client at any time.

- 4.7 Payment in full or in part of the fees claimed under clause 4 or any expenses claimed under clause 5 shall be without prejudice to any claims or rights of the Client against the Consultant Company or the Individual in respect of the provision of the Services.
- 4.8 The above provisions of this clause 4 do not apply to the Construction Services Fees to the extent that the Consultant Company is providing Construction Services. The payment of the Construction Services Fees are addressed in paragraph 3 of Schedule 1 and paragraph 4 of Schedule 2.

**5. EXPENSES**

- 5.1 The Client shall reimburse such expenses properly and necessarily incurred by the Consultant Company or the Individual in the course of the Engagement as are expressly set out in Schedule 1 as being so payable, subject to such expenses being approved in advance by the Client and the production of receipts or other appropriate evidence of payment.
- 5.2 If the Individual is required to travel abroad in the course of the Engagement, the Consultant Company shall be responsible for any necessary insurances, inoculations and immigration requirements.
- 5.3 The Client shall not be required to pay any expenses other than as expressly detailed in Schedule 1 and the Consultant Company agrees that the Fees are deemed to be inclusive of the same.

**6. OTHER ACTIVITIES**

- 6.1 Nothing in this Agreement shall prevent the Consultant Company or the Individual from being engaged, concerned or having any financial interest in any Capacity in any other business, trade, profession or occupation during the Engagement provided that:
  - 6.1.1 such activity does not cause a breach of any of the Consultant Company's obligations under this Agreement.
  - 6.1.2 the Consultant Company shall not, and shall procure that the Individual shall not, engage in any such activity if it relates to a business which is similar to or in any way competitive with the Business of the Client without the prior written consent of the Client (such consent not to be unreasonably withheld); and
  - 6.1.3 the Consultant Company shall give priority to the provision of the Services to the Client over any other business activities undertaken by it during the Engagement.

## **7. CONFIDENTIAL INFORMATION AND CLIENT PROPERTY**

- 7.1 The Consultant Company acknowledges that during the Engagement it and the Individual will have access to Confidential Information. The Consultant Company has therefore agreed to accept the restrictions in this clause 7.
- 7.2 Subject to clause 7.4, the Consultant Company shall not, and shall procure that the Individual shall not (except in the proper course of its or their duties), either during the Engagement or at any time after the Termination Date, use or disclose to any third party (and shall use its best endeavours to prevent the publication and disclosure of) any Confidential Information. This restriction does not apply to:
- 7.2.1 any use or disclosure authorised by the Client or required by law; or
  - 7.2.2 any information which is already in, or comes into, the public domain otherwise than through the Consultant Company's or the Individual's unauthorised disclosure.
- 7.3 At any stage during the Engagement, the Consultant Company will promptly on request return to the Client all and any Client Property in its or the Individual's possession.
- 7.4 Nothing in this clause 7 shall prevent the Consultant Company (or the Individual) or, where applicable, the Client (or any of its officers, employees, workers or agents) from:
- 7.4.1 reporting a suspected criminal offence to the police or any law enforcement agency or co-operating with the police or any law enforcement agency regarding a criminal investigation or prosecution.
  - 7.4.2 doing or saying anything that is required by HMRC or a regulator, ombudsman or supervisory authority.
  - 7.4.3 whether required to or not, making a disclosure to, or co-operating with any investigation by, HMRC or a regulator, ombudsman or supervisory authority regarding any misconduct, wrongdoing or serious breach of regulatory requirements (including giving evidence at a hearing);
  - 7.4.4 complying with an order from a court or tribunal to disclose or give evidence.
  - 7.4.5 making any other disclosure as required by law; or
  - 7.4.6 disclosing information to any person who owes a duty of confidentiality (which the Consultant Company, the Individual and the Client agree not to waive) in respect of information disclosed to them, including legal or tax advisers or, in the Individual's case, persons providing them with medical, therapeutic, counselling or support services.

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**8. DATA PROTECTION**

- 8.1 For the purpose of this Clause 8, "Data Controller", "Data Processor", "Process", "Processed", "Processing", "Data Processor" and "Sensitive Personal Data" (including from 25 May 2018 special categories of Personal Data set out in Article 9(1) of the GDPR) shall have the meanings given to them in the Data Protection Legislation
- 8.2 The parties acknowledge and agree that they may need to Process Personal Data relating to each party's representatives (in their respective capacities as Data Controllers) in order to (as appropriate): (a) administer and provide the Works; (b) request and receive the Works; (c) compile, dispatch and manage the payment of invoices relating to the Works; (d) compile, dispatch and manage the payment of invoices relating to the Works; (e) manage this Agreement and resolve any disputes relating to it; (f) respond and/or raise general queries relating to the Works.
- 8.3 Each party shall Process such Personal Data relating to each party's representatives for the purposes set out in clause 8.2 in accordance with their respective privacy policies. The Parties acknowledge that they may be required to share Personal Data with their affiliates, group companies and other relevant parties, within or outside of the EEA, in order to carry out the activities listed in clause 8.2, and in doing so each party will ensure that the sharing and use of this Personal Data complies with applicable Data Protection Legislation.
- 8.4 Where and to the extent that the Consultant Company may Process Personal Data for and on behalf of the Client in connection with the sale of the Goods, the Consultant Company shall be deemed the Processor, and the Client shall be deemed the Controller.
- 8.5 The Consultant Company shall comply with the obligations imposed upon a Processor under the Data Protection Legislation and shall co-operate with the Client and take all such actions as are necessary to enable the Client to comply with its obligations under the Data Protection Legislation and shall not perform its obligations under this Contract in such a way as to cause the Client to breach any of its obligations under the Data Protection Legislation, expressly and without limitation:
  - 8.5.1 the parties shall agree and document the nature of the processing in accordance with Article 28(3), and otherwise the Processor shall comply with the obligations set out in Article 28(2), (3), and (4) of the GDPR, any other duties as set out in the Data Protection Act 2018.
  - 8.5.2 no Personal Data shall be processed without the written instructions of the Client.
  - 8.5.3 no Personal Data shall be transferred outside the UK or EEA without the express approval of the Client, and such approval is subject to such further conditions or requirements of the Client.

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- 8.5.4 notification of any security breach, or breach of the Data Protection Legislation by the Processor shall be made without undue delay and no later than twenty-four hours after the Processor became aware of such incident.
  - 8.5.5 assist the Client in responding to any data subject access request and to ensure compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, privacy impact assessments and consultations with supervisory authorities or regulators; and
  - 8.5.6 at the written request of the Client, delete or return Personal Data (and any copies of the same) to the Client on termination of the Engagement unless required by the Data Protection Legislation to store the Personal Data.
- 8.6 To the extent that there is more than minimal Processing required in connection with the supply of the Services, the parties shall enter into a data protection addendum which shall form part of this Agreement.

**9. INTELLECTUAL PROPERTY**

- 9.1 The Consultant Company warrants to the Client that it has obtained from the Individual a written and valid assignment of all existing and future Intellectual Property Rights in the Works and the Inventions and of all materials embodying such rights and a written irrevocable waiver of all the Individual's statutory moral rights in the Works, to the fullest extent permissible by law, and that the Individual has agreed to hold on trust for the Consultant Company any such rights in which the legal title has not passed (or will not pass) to the Consultant Company. The Consultant Company agrees to provide to the Client a copy of this assignment on or before the date of this Agreement.
- 9.2 The Consultant Company hereby assigns to the Client all existing and future Intellectual Property Rights in the Works and the Inventions and all materials embodying these rights to the fullest extent permitted by law. Insofar as they do not vest automatically by operation of law or under this Agreement, the Consultant Company holds legal title in these rights and inventions on trust for the Client.
- 9.3 The Consultant Company undertakes to the Client:
- 9.3.1 to notify to the Client in writing full details of all Inventions promptly on their creation.
  - 9.3.2 to keep confidential the details of all Inventions.
  - 9.3.3 whenever requested to do so by the Client and in any event on the termination of the Engagement, promptly to deliver to the Client all correspondence, documents, papers and records on all media (and all copies or abstracts of them), recording or relating to any part of the Works and the process of their creation which are in its or the Individual's possession, custody or power;

- 9.3.4 not to register nor attempt to register any of the Intellectual Property Rights in the Works, nor any of the Inventions, unless requested to do so by the Client; and
- 9.3.5 to do all acts necessary to confirm that absolute title in all Intellectual Property Rights in the Works and the Inventions has passed, or will pass, to the Client,

and confirms that the Individual has given written undertakings in the same terms to the Consultant Company.

9.4 The Consultant Company warrants that:

- 9.4.1 it has not given and will not give permission to any third party to use any of the Works or the Inventions, nor any of the Intellectual Property Rights in the Works.
- 9.4.2 it is unaware of any use by any third party of any of the Works or Intellectual Property Rights in the Works; and
- 9.4.3 the use of the Works or the Intellectual Property Rights in the Works by the Client will not infringe the rights of any third party,

and confirms that the Individual has given written undertakings in the same terms to the Consultant Company.

9.5 The Consultant Company agrees to indemnify the Client and keep it indemnified at all times against all or any costs, claims, damages or expenses incurred by the Client, or for which the Client may become liable, with respect to any intellectual property infringement claim or other claim relating to the Works or Inventions supplied by the Consultant Company to the Client during the course of providing the Services. The Consultant Company shall maintain adequate liability insurance coverage and ensure that the Client's interest is noted on the policy and shall supply a copy of the policy to the Client on request. The Client may at its option satisfy such indemnity (in whole or in part) by way of deduction from any payments due to the Consultant Company.

9.6 The Consultant Company undertakes to execute all documents, make all applications, give all assistance and do all acts and things, at the expense of the Client and at any time either during or after the Engagement, as may, in the opinion of the Client, be necessary or desirable to vest the Intellectual Property Rights in, and register or obtain patents or registered designs in, the name of the Client and to defend the Client against claims that works embodying Intellectual Property Rights or Inventions infringe third party rights, and otherwise to protect and maintain the Intellectual Property Rights in the Works. The Consultant Company confirms that the Individual has given written undertakings in the same terms to the Consultant Company.

## **10. INSURANCE AND LIABILITY**

10.1 The Consultant Company shall have liability for and shall indemnify the Client for any loss, liability, costs (including reasonable legal costs), damages or expenses arising from any

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breach by the Consultant Company or the Individual (or any Substitute engaged by it) of the terms of this Agreement including any negligent or reckless act, omission or default in the provision of the Services and shall accordingly maintain in force during the Engagement full and comprehensive Insurance Policies.

- 10.2 The Consultant Company shall ensure that the Insurance Policies are taken out with reputable insurers acceptable to the Client and that the level of cover and other terms of insurance are acceptable to and agreed by the Client.
- 10.3 The Consultant Company shall on request supply to the Client copies of the Insurance Policies and evidence that the relevant premiums have been paid.
- 10.4 The Consultant Company shall comply (and shall procure that the Individual complies) with all terms and conditions of the Insurance Policies at all times. If cover under the Insurance Policies shall lapse or not be renewed or be changed in any material way, or if the Consultant Company is aware of any reason why the cover under the Insurance Policies may lapse or not be renewed or be changed in any material way, the Consultant Company shall notify the Client without delay.

## **11. TERMINATION**

- 11.1 Notwithstanding the provisions of clause 2.2, the Client may terminate the Engagement with immediate effect without notice and without any liability to make any further payment to the Consultant Company (other than in respect of amounts accrued before the Termination Date) if at any time:
  - 11.1.1 the Consultant Company or the Individual commits any gross misconduct affecting the Business of the Client.
  - 11.1.2 the Consultant Company or, where applicable, the Individual commits any serious or repeated breach or non-observance of any of the provisions of this Agreement or refuses or neglects to comply with any reasonable and lawful directions of the Client.
  - 11.1.3 the Individual is convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed).
  - 11.1.4 the Consultant Company or the Individual is, in the reasonable opinion of the Client, negligent or incompetent in the performance of the Services.
  - 11.1.5 the Individual is declared bankrupt or makes any arrangement with or for the benefit of their creditors or has a county court administration order made against them under the County Court Act 1984.
  - 11.1.6 the Consultant Company makes a resolution for its winding up, makes an arrangement or composition with its creditors or makes an application to a court

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of competent jurisdiction for protection from its creditors or an administration or winding-up order is made or an administrator or receiver is appointed in relation to the Consultant Company.

- 11.1.7 the Individual is incapacitated (including by reason of illness or accident) from providing the Services for an aggregate period of four weeks in any 52-week consecutive period.
  - 11.1.8 the Individual does not own all of the issued share capital (from time to time) of the Consultant Company.
  - 11.1.9 the Engagement is determined by the Client or, subsequently, HM Revenue & Customs to be Deemed Employment.
  - 11.1.10 the Consultant Company or the Individual breaches the obligations contained in clause 14.1 to clause 14.2;
  - 11.1.11 the Consultant Company or the Individual commits any breach of the Client's policies and procedures; or
  - 11.1.12 the Consultant Company or the Individual commits any offence under the Bribery Act 2010 or the Criminal Finances Act 2017.
- 11.2 The rights of the Client under clause 11.1 are without prejudice to any other rights that it might have at law to terminate the Engagement or to accept any breach of this Agreement on the part of the Consultant Company as having brought the agreement to an end. Any delay by the Client in exercising its rights to terminate shall not constitute a waiver of these rights.

## **12. OBLIGATIONS ON TERMINATION**

- 12.1 On the Termination Date the Consultant Company shall, and shall procure that the Individual shall:
- 12.1.1 immediately deliver to the Client all Client Property and original Confidential Information which is in its or their possession or under its or their control.
  - 12.1.2 subject to the Client's data retention guidelines, irretrievably delete any information relating to the Business of the Client stored on any magnetic or optical disk or memory (including but not limited to any Confidential Information) and all matter derived from such sources which is in its or their possession or under its or their control outside the premises of the Client. This obligation includes requiring any Substitute to delete such information where applicable. For the avoidance of doubt, the contact details of business contacts made during the Engagement are regarded as Confidential Information and, as such, must be deleted from personal social or professional networking accounts; and

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- 12.1.3 provide a signed statement that it or they have complied fully with its or their obligations under this clause 12, together with such evidence of compliance as the Client may reasonably request.

### **13. ANTI-BRIBERY AND ANTI-CORRUPTION**

- 13.1 The Consultant Company shall, and shall procure that the Individual shall:
- 13.1.1 comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (**Relevant Requirements**).
  - 13.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK.
  - 13.1.3 comply with the Client's anti-bribery and anti-corruption policies, in each case as the Client may update them from time to time (**Relevant Policies**).
  - 13.1.4 have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and the Relevant Policies and will enforce them where appropriate.
  - 13.1.5 promptly report to the Client any request or demand for any undue financial or other advantage of any kind received by the Consultant Company or the Individual in connection with the performance of this Agreement.
  - 13.1.6 immediately notify the Client if a foreign public official becomes an officer or employee of the Consultant Company or acquires a direct or indirect interest in the Consultant Company (and the Consultant Company warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this Agreement);
  - 13.1.7 ensure that all persons associated with the Consultant Company or other persons who are performing services and/or providing goods in connection with this Agreement comply with this clause 13.1; and
  - 13.1.8 promptly upon signature of this Agreement, and annually thereafter, certify to the Client in writing signed by an officer of the Consultant Company, compliance with this clause 13.1 by the Consultant Company and all persons associated with it, including the Individual, and all other persons for whom the Consultant Company is responsible under clause 13.1.7. The Consultant Company shall provide such supporting evidence of compliance as the Client may reasonably request.

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- 13.2 Failure to comply with clause 13.1 may result in the immediate termination of this Agreement.
- 13.3 For the purpose of clause 13.1, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of clause 13.1, a person associated with the Consultant Company includes any Substitute for the Individual.

#### **14. ANTI-FACILITATION OF TAX EVASION**

- 14.1 The Consultant Company shall, and shall procure that the Individual shall:
- 14.1.1 not engage in any activity, practice or conduct which would constitute either:
    - (a) a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017; or
    - (b) a foreign tax evasion facilitation offence under section 46(6) of the Criminal Finances Act 2017.
  - 14.1.2 have and shall maintain in place throughout the term of this Agreement such policies and procedures as are reasonable in all the circumstances to prevent the facilitation of tax evasion by another person (including without limitation employees of the Consultant Company and any Substitute), in accordance with any guidance issued under section 47 of the Criminal Finances Act 2017.
  - 14.1.3 promptly report to the Client any request or demand received by the Consultant Company or the Individual from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017 in connection with the performance of this Agreement.
  - 14.1.4 ensure that all persons associated with the Consultant Company or other persons who are performing services or providing goods in connection with this Agreement comply with this clause 14.1; and
  - 14.1.5 promptly upon signature of this Agreement, and annually thereafter, certify to the Client in writing signed by an officer of the Consultant Company compliance with this clause 14.1 by the Consultant Company and all persons associated with it, including the Individual, and all other persons for whom the Consultant Company is responsible under clause 14.1.4. The Consultant shall provide such supporting evidence of compliance as the Client may reasonably request.
- 14.2 Failure to comply with clause 14.1 shall be deemed a material breach of this Agreement and shall entitle the Client to terminate the Agreement with immediate effect.

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**15. STATUS**

- 15.1 The relationship of the Consultant Company (and the Individual) to the Client will be that of independent contractor and nothing in this Agreement shall render it (nor the Individual) an employee, worker, agent or partner of the Client and the Consultant Company shall not hold itself out as such and shall procure that the Individual shall not hold themselves out as such.
- 15.2 The Consultant Company shall be fully responsible for and shall indemnify the Client for and in respect of the following:
  - 15.2.1 subject to clause 15.3, any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from a determination that the Engagement is Deemed Employment or made in connection with either the performance of the Services or any payment or benefit received by the Individual in respect of the Services, where such recovery is not prohibited by law. The Consultant Company shall further indemnify the Client against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the Client in connection with or in consequence of any such liability, deduction, contribution, assessment or claim other than where the latter arise out of the Client's negligence or wilful default.
  - 15.2.2 any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Individual or any Substitute against the Client 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 Client.
- 15.3 The indemnity in clause 15.2.1 does not apply to any income tax or National Insurance contributions deducted by the Client if the Engagement is Deemed Employment and the Client makes the deductions from the fees due under clause 4 prior to payment to the Consultant Company;
- 15.4 The Consultant Company warrants that it is not, nor will it prior to the cessation of this Agreement, become a managed service company within the meaning of section 61B of the Income Tax (Earnings and Pensions) Act 2003.

**16. NOTICES**

- 16.1 Any notice given to a party under or in connection with this Agreement shall be in writing and shall be:
  - 16.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at the address given in this Agreement or as otherwise notified in writing to the other party; or

16.1.2 sent by email to the following addresses (or an address substituted in writing by the party to be served):

- (a) Client: [ADDRESS].
- (b) Consultant Company: [ADDRESS].

16.2 Unless proved otherwise, any notice shall be deemed to have been received:

16.2.1 if delivered by hand, at the time the notice is left at the address given in this Agreement or given to the addressee.

16.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or

16.2.3 if sent by email, at the time of transmission.

16.3 If deemed receipt under clause 16.2 would occur outside business hours in the place of receipt, it shall be deferred until business hours resume. In this clause 16.3, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

16.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

**17. ENTIRE AGREEMENT**

17.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.

17.2 Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

**18. VARIATION**

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

**19. COUNTERPARTS**

19.1 This Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

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**20. THIRD PARTY RIGHTS**

- 20.1 Except as expressly provided elsewhere in this Agreement, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 20.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any other person.

**21. GOVERNING LAW**

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

**22. JURISDICTION**

- 22.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

**23. ASSIGNMENT**

- 23.1 This Agreement is personal to the Consultant Company, and the Consultant Company may not assign or delegate the obligations under this Agreement to any person.
- 23.2 The Client may assign the benefit of this Agreement on two occasions only without the consent of the Consultant Company. No further assignment or dealing is permitted without the Consultant Company's prior written consent, which is not to be unreasonably withheld or delayed.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

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## SCHEDULE 1

### SERVICES AND FEES

**1. SERVICES**

[THIS SHOULD INCLUDE THE FOLLOWING MATTERS:

- AN OVERVIEW OF THE SERVICES TO BE PROVIDED.
- DETAILS OF THE SPECIFIC DELIVERABLES TO BE ACHIEVED IN THE PROVISION OF THE SERVICES.
- THE LOCATION(S) WHERE THE SERVICES ARE TO BE PERFORMED.
- CLIENT POINT OF CONTACT AND ANY REPORTS TO BE SUBMITTED.
- TIMETABLE FOR PROVISION OF THE SERVICES, INCLUDING ANY MILESTONES RELATED TO THE ACHIEVEMENT OF SPECIFIC DELIVERABLES.
- ANY APPLICABLE ACCEPTANCE CRITERIA; AND
- WHETHER THE SERVICES WILL NEED TO BE PROVIDED TO ANY OTHER GROUP COMPANIES].

**Construction Services<sup>1</sup>**

[The Agreement includes Construction Services.][The Agreement does not include Construction Services.]

[The Construction Project is: [INSERT DESCRIPTION OF CONSTRUCTION PROJECT]

The Property at which the Construction Project is being carried out is: [INSERT DETAILS (INCLUDING ADDRESS) OF THE SITE OF THE CONSTRUCTION PROJECT]

The Construction Services are as follows:]

---

<sup>1</sup> If there are Construction Services, then please say “The Agreement includes Construction Services” and then include all of the required detail. If there are none just say “The Agreement does not include Construction Services and delete the rest of the green highlighted text, as well as the Construction Services Fees paragraph below.

**2. FEES**

2.1 On the last working day of each month during the Engagement the Consultant Company shall submit to the Client an invoice (via email to info@channelfs.com) which gives details of the time which the Individual or any Substitute has worked, the Services provided and the amount of the fee payable (plus VAT, if applicable) for the Services during that month.

**OR**

2.2 The Client shall pay the Consultant Company the fees set out below plus VAT if applicable, less any deductions for income tax and national insurance contributions as required by law, following the receipt of appropriate invoices from the Consultant Company, in each case giving details of the Services provided, the Deliverable achieved to the satisfaction of the Client in accordance with Schedule 1, the dates on the which the Services were provided and the amount of the fee payable (plus VAT, if applicable) for the achievement of the Deliverable:

2.2.1 [DETAILS OF DELIVERABLE ONE]: £[FEE PAYABLE].

2.2.2 [DETAILS OF DELIVERABLE TWO]: £[FEE PAYABLE].

2.2.3 [DETAILS OF DELIVERABLE THREE]: £[FEE PAYABLE].

2.3 The Client shall pay undisputed and accurate invoices that are validly submitted in accordance with this Agreement within [30] days of receipt.

**3. [CONSTRUCTION SERVICES FEES]<sup>2</sup>**

3.1 The Construction Services Fees are as follows:

3.2 [insert amounts for construction services fees]

<sup>2</sup> Delete if there are no Construction Services Fees.

## **SCHEDULE 2**

### **ADDITIONAL PROVISIONS FOR CONSTRUCTION SERVICES**

Where the Services include Construction Services, the following provisions shall apply to and be incorporated as terms of the Agreement and the Agreement shall be read and construed accordingly.

#### **1. ADDITIONAL DEFINITIONS**

1.1 The following additional definitions shall apply to the Agreement:

"CDM Regulations" means the Construction (Design and Management) Regulations 2015 and any approved code of practice and industry guidance issued thereunder, all as amended, supplemented and updated from time to time.

"Dutyholder Regulations" means Part 2A of the Building Regulations 2010 as inserted by regulation 6 of the Building Regulations etc. (Amendment) (England) Regulations 2023, SI 2023/911 as amended, supplemented and updated from time to time.

#### **2. VARIATIONS**

The Client shall be entitled to instruct variations to the Construction Services (including the omission of Services and whether or not the omitted Services are to be undertaken by another consultant or contractor engaged by the Client). No variation shall invalidate this Agreement, and the Client shall not be responsible for loss of profits, loss of contracts or other similar losses if the Services are varied or omitted.

#### **3. STANDARD OF CARE FOR THE CONSTRUCTION SERVICES**

3.1 Without prejudice to the generality of clause 3 of the Agreement (Duties and Obligations), the Consultant Company undertakes and warrants to the Client that in the performance of the Construction Services, the Consultant Company has exercised and will continue to exercise all the reasonable skill, care and attention to be expected of a competent and fully qualified member of the Consultant Company's profession experienced in carrying out services the like of the Construction Services for works of a similar nature, value, complexity and timescale to the Construction Project.

3.2 In addition (and without limitation to the above) the Consultant Company undertakes and warrants to the Client:

3.2.1 to exercise the standard of skill, care and attention referred to in paragraph 3.1 of this Schedule 2 above to ensure that the Construction Project will comply with all planning agreements permissions and conditions and with all deeds and documents relating

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to the Construction Project which shall have been brought to the attention of the Consultant Company by the Client or anyone on behalf of the Client.

**3.2.2** that the Consultant Company has exercised and will continue to exercise the standard of skill, care and attention referred to in paragraph 3.1 of this Schedule 2 above not to specify any products or materials for use in the Construction Project which at the time of use:

(a) do not conform with British and European Standards or Codes of Practice current at the date of use or which contravene the recommendations of the publication "Good Practice in the Selection of Construction Materials" (British Council for Office, 2011); or

(b) are generally known within the Consultant Company's profession to be deleterious, in the particular circumstances in which they are specified for use, to health and safety and/or the durability of the building or structure.

**3.2.3** to comply with any Act of Parliament, any instrument, rule or order made under any Act of Parliament and any regulation or bye law of any local authority or of any statutory undertaker or of any public or private utility or undertaking which has any jurisdiction with regard to the Construction Project or with those systems or property the Construction Project is or will be connected with.

**3.2.4** that it will not without the Client's written consent make or permit any material change in the designs and specifications for the Construction Project after they have been settled or approved.

#### **4. CONSTRUCTION SERVICES FEES**

**4.1** The Construction Services Fees include all reasonable and usual out of pocket expenses and disbursements. Any sums paid to the Consultant Company before the date of the Agreement shall be deemed to have been paid on account of the Construction Services Fees.

**4.2** It is a precondition to entitlement to pay any part of the Construction Services Fees or any additional fee that the Consultant Company submits to the Client an invoice stating the amount the Consultant Company considers due at the due date for payment and the basis on which that amount is calculated, accompanied by a valid value added tax invoice stating the purchase order number on this Agreement. Invoices are deemed to be submitted on the last day of the month in which they are received.

**4.3** The due date for payment of each instalment of the Construction Services Fees is 15 days after the end of the calendar month in which the invoice is received by the Client. The final date for payment is 15 days after the due date.

**4.4** The Client shall give a payment notice to the Consultant Company not more than 5 days after the due date specifying the amount (if any) which the Client considers became due to the Consultant Company on the due date and the basis on which that amount is calculated.

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- 4.5 In respect of each payment instalment the Client shall pay to the Consultant Company by the final date for payment (subject to any pay less notice given under and in accordance with paragraph 4.6) the amount detailed in a payment notice given in accordance with paragraph 4.4, or where a payment notice is not so given the amount stated in the Consultant Company's invoice submitted in accordance with paragraph 4.2 of this Schedule 2.
- 4.6 If the Client intends to pay less than the amount detailed in the payment notice or in the Consultant Company's invoice then the Client shall not later than 1 day before the final date for payment give a pay less notice to the Consultant Company specifying the amount that the Client considers is due to the Consultant Company on the date such pay less notice is given and on the basis on which such amount is calculated.
- 4.7 If the Client fails to pay the amount due to the Consultant Company by the final date for payment the Client shall pay to the Consultant Company in addition to the amount not properly paid simple interest thereon for the period until such payment is made. Payment of such simple interest shall be treated as a debt due to the Consultant Company by the Client. The rate of interest payable shall be four per cent (4%) over the Base Rate of the Bank of England which is current at the final date for payment.

## **5. PROFESSIONAL INDEMNITY INSURANCE**

- 5.1 The Consultant Company shall maintain professional indemnity insurance covering (inter alia) all liability hereunder in respect of the Construction Services upon customary and usual terms and conditions prevailing for the time being in the insurance market, and with reputable insurers lawfully carrying on such insurance business in the United Kingdom, in an amount of not less than £[10,000,000] ([ten] million pounds sterling) for any one occurrence or series of occurrences arising out of any one event, for a period beginning now and ending 12 years after (i) the date of practical completion of the Construction Project or (ii) the date that the Consultant Company last carried out the Construction Services under this Agreement (whichever is later), provided always that such insurance is available at commercially reasonable rates.
- 5.2 Any increased or additional premium required by insurers by reason of the Consultant Company's own claims record or other acts, omissions, matters or things particular to the Consultant Company shall be deemed to be within commercially reasonable rates.
- 5.3 The Consultant Company shall immediately inform the Client if such insurance ceases to be available at commercially reasonable rates in order that the Consultant Company and the Client can discuss means of best protecting the respective positions of the Client and the Consultant Company in respect of the Project in the absence of such insurance.
- 5.4 The Consultant Company shall fully co-operate with any measures reasonably required by the Client, including (without limitation) completing any proposals for insurance and associated documents, maintaining such insurance at rates above commercially reasonable rates if the Client undertakes in writing to reimburse the Consultant Company in respect of the net cost of such insurance to the Consultant Company above commercially reasonable rates or, if the

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Client effects such insurance at rates at or above commercially reasonable rates, reimbursing the Client in respect of what the net cost of such insurance to the Client would have been at commercially reasonable rates.

- 5.5 As and when reasonably requested to do so by the Client the Consultant Company shall produce for inspection documentary evidence (including, if required by the Client, the original of the relevant insurance documents) that his professional indemnity insurance is being maintained.
- 5.6 The above obligations in respect of professional indemnity insurance shall continue notwithstanding termination of this Agreement for any reason whatsoever, including (without limitation) breach by the Client.

**6. ADJUDICATION**

- 6.1 If a dispute or difference arises under this Agreement in connection with the Construction Services, either party to the Agreement may give notice of its intention to refer such dispute or difference to adjudication at any time and shall within 7 days thereafter refer the same to the decision of the Adjudicator. The party referring such dispute shall be called the "**Referrer**" and the party responding shall be called the "**Respondent**".
- 6.2 Where either party to the Agreement has given notice of his intention to refer a dispute to adjudication then:
  - 6.2.1 any agreement by the parties on the appointment of the Adjudicator must be reached and the appointment made in sufficient time so that the dispute or difference can be referred to the Adjudicator within 7 days of the date of the notice of intention to refer; and
  - 6.2.2 if the parties are unable to agree on the appointment of the Adjudicator, then application to the Chartered Institute of Arbitrators for the appointment of the adjudicator must be made with the object of securing the appointment of and the referral of the dispute or difference to the Adjudicator within 7 days of the date of the intention to refer.
- 6.3 Upon the appointment of the Adjudicator the parties shall comply with all the directions which the Adjudicator may issue for the purposes of fairly and expeditiously considering the facts and issues in the dispute and so that the Adjudicator shall reach a decision within 28 days of the date of referral to the Adjudicator under paragraph 6.1 of this Schedule 2 or such longer period as is agreed by the Parties after the dispute has been referred and the Adjudicator may extend the period of 28 days by up to 14 days with the Referrer's consent.
- 6.4 The Adjudicator shall act fairly and impartially and shall take the initiative in ascertaining the facts and the law and shall reach a decision in accordance with the applicable law in relation to this Agreement and shall publish the decision simultaneously to both Parties.
- 6.5 In determining any dispute referred to it for a decision the Adjudicator:

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- 6.5.1 shall consider any written representations, statements and expert's reports submitted to him by the Parties (which shall be exchanged between the Parties when the same are supplied to the Adjudicator).
- 6.5.2 shall afford the Parties the opportunity to address it in a meeting or meetings at which both Parties must be present.
- 6.5.3 shall permit the parties to be represented by such legal or other representatives as they shall see fit.
- 6.5.4 shall have the power to require the parties to produce to him and to the other party copies of any documents they are able to produce which may assist in the reference (save any which would be privileged from production in Court proceedings) between the Parties relating to the dispute; and
- 6.5.5 shall be entitled to instruct an expert and to take Counsel's opinion as to any matter within their field of expertise raised by the reference but shall not be entitled to delegate any decision to such expert or Counsel.
- 6.6 The Adjudicator may in its decision allocate its fees and expenses between the parties.
- 6.7 The Adjudicator's decision is binding upon the parties until finally determined by legal proceedings or by agreement.
- 6.8 The Adjudicator may, within 5 days of giving its decision to the parties, correct the decision to remove a clerical or typographical error arising by accident or omission.
- 6.9 The parties hereby agree that the Adjudicator (including any employee or agent of the Adjudicator) appointed in accordance with paragraph 6 of Schedule 2 shall not be liable for anything done or omitted in the discharge or purported discharge of its functions as Adjudicator unless the act or omission is in bad faith.
- 6.10 If either party does not comply with the decision of the Adjudicator the other party shall be entitled to take proceedings in the Courts to secure such compliance pending any final determination of the referred dispute or difference pursuant to paragraph 6.7 of this Schedule 2.
- 6.11 Subject to the provisions of paragraphs 6.3, 6.4, 6.5 and 6.13, in deciding any dispute referred to him, the Adjudicator shall determine and take into account any matter ("**Cross-claim**") raised by the Respondent to the notice to refer by way of defence or set-off or counter claim, provided such Cross-claim arises under this Agreement.
- 6.12 Paragraphs 6.3 to 6.10 of this Schedule 2 (inclusive) shall apply to any Cross-claim as they apply to any dispute referred to the Adjudicator pursuant to paragraph 6.1 of this Schedule 2.
- 6.13 Paragraphs 6.11 and 6.12 shall not apply to any Cross-claim if such Cross-claim is being decided or has been decided by an adjudicator other than the Adjudicator appointed pursuant

to paragraphs 6.1 to 6.3 of this Schedule 2 (inclusive) to determine the relevant dispute or difference.

## **7. SUSPENSION OF CONSTRUCTION SERVICES FOR NON-PAYMENT**

7.1 If the Client fails to pay the Consultant Company any amount of the Construction Services Fees due by the final date for payment of that amount, then the Consultant Company may, by giving not less than 14 days' written notice to the Client, suspend performance of any or all of its obligations in respect of the Construction Services under this Agreement. The right to suspend performance under this paragraph 7.1 of Schedule 2 shall cease when the Client makes payment of the relevant outstanding amount to the Consultant Company. For the avoidance of doubt, where the Consultant Company exercises its right of suspension under and in accordance with this paragraph 7.1, the Client shall be liable to pay the Consultant Company a reasonable amount in respect of costs and expenses reasonably incurred by the Consultant Company as a result of such suspension.

## **8. SUB-CONTRACTING**

8.1 The Consultant Company shall not sub-let or delegate the whole or any part of the Construction Services under this Agreement without the Client's prior written consent.

8.2 Where the Client consents to the sub-letting or delegation of the whole or any part of the Construction Services under this Agreement such consent shall be without prejudice to the Consultant Company's continuing obligation to ensure that the sub-let and/or delegated Construction Services are and continue to be performed at all times in accordance with the requirements of this Agreement.

8.3 Where the Client consents to any delegation or sub-letting of the Construction Services pursuant to this paragraph the Consultant Company shall procure that any such sub-consultants and/or sub-contractors are engaged on terms approved by the Client.

8.4 The subcontracting by the Consultant Company of any of the Construction Services shall not relieve the Consultant Company in any way whatsoever from its responsibility for the due performance of its obligations or from any liabilities under this Agreement.

## **9. CDM REGULATIONS AND DUTYHOLDER REGULATIONS**

9.1 The Consultant Company shall comply with:

9.1.1 the CDM Regulations including the obligations of a "designer" under the CDM Regulations.

9.1.2 any and all instructions and/or directions issued by the Principal Contractor and Principal Designer (as those terms are defined in the CDM Regulations) (where, as stated in the Agreement Particulars, the Consultant Company has not been appointed to perform all the functions and duties of the Principal Designer); and

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9.1.3 any and all instructions issued by a Duty holder, acting under or in relation to the duty holder Regulations in relation to the Construction Project and/or the Construction Services.

**10. COLLATERAL WARRANTIES**

The Consultant Company shall upon the request of the Client, enter into collateral warranties in favour of third parties with an interest in the Construction Project within 21 days of such request by the Client. The collateral warranties to be entered into by the Consultant Company in such form as the Client may provide to the Consultant Company from time to time.

**11. LIABILITY PERIOD FOR CONSTRUCTION SERVICES**

No action or proceedings for any breach of this Agreement in connection with the Construction Services shall be commenced against the Consultant Company after the expiry of 12 years from (i) the date of practical completion of the Project or (ii) the date that the Consultant Company last carried out the Construction Services under this Agreement (whichever is later).

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Executed as a deed by **CHANNEL FIRE LIMITED** acting by [name of director] a director, in the presence of:

.....

Signature of Director

.....

Signature of Witness

.....

Name of Witness

.....

.....

Address of Witness

.....

Occupation of Witness

Executed as a deed by [NAME OF CONSULTANT COMPANY]

.....

acting by [name of director] a director, in the presence of:

Signature of Director

.....

Signature of Witness

.....

Name of Witness

.....

.....

Address of Witness

.....

Occupation of Witness