

ESP Professional Services Terms & Conditions of Business

- *ESP Consultancy Services*

Terms and Conditions for Consultants

DEFINITIONS

Consultancy Contract Outline

A document containing information about a consultancy contract, stating its audience, goals and issues which are covered during the consultancy contract.

Consultant(s)

The Consultant(s) is/are the person(s) providing a consultancy contract.

ESP Professional Services

ESP Professional Services of 109-111 Parliament Road, Middlesbrough

Customer

The Customer is a person or an organization to which the consultancy contract is provided.

THIS AGREEMENT AND PARTIES

This agreement is made between ESP Professional Services and the Consultant.

No change to this agreement or terms shall be binding unless agreed in writing by ESP Professional Services.

PROVIDING CONSULTANCY CONTRACTS

Consultant's Remuneration

Consultant's remuneration is usually expressed as a daily rate for a specific consultancy contract. In most cases the daily rate is negotiated with the Consultant for each consultancy contract individually.

Remuneration is paid 30 days after the last day of the consultancy contract.

Consultancy Materials

Consultancy materials if required can be provided by:

- ESP Professional Services, from ESP Professional Services consultancy materials repository
- A Third Party
- The Consultant

In the case of the Consultant providing us with materials, the Consultant can charge us separately or can include the charge in the consultant's daily rate. If the consultant required ESP to provide copies of the consultancy material this can be provided at a cost that will be agreed with the consultants on an individual basis

Quality Control

New Consultants

All consultants who have worked previously for ESP or are known to the Directors are deemed to have met our quality controls requirements unless informed by us in writing.

All others consultants will be required to complete our registration process and submit a Consultant Application Form (available on the ESP web site). Only on satisfactory completion of the form and registration of the consultant by ESP will the consultant be permitted to carry out services on behalf of ESP.

The consultant will be required to provide evidence that they have current CRB clearance if ESP or the Customer requests it. Costs incurred in providing this documentation will be the responsibility of the consultant.

If you are a new consultant we may ask you to prepare a short presentation for our internal group.

Consultant's Responsibility and Accountability

It is the responsibility of the consultant to make ESP aware if there is any reason that they are constrained by law or for any other reason from discharging agreed services for a particular Customer and/or at a particular location.

After each consultancy session that has been conducted, we ask our Customers to fill out the Consultancy Evaluation Form, so we know whether the Customer is satisfied or not.

The consultancy evaluation form is available at www.ESP Professional Services.co.uk

If the average of results in the consultant section of the form is unsatisfactory, we will investigate the cause of Customer's dissatisfaction.

If the cause of Customer's dissatisfaction is related to poor quality of the consultant's preparation or lack of knowledge, we can renegotiate the Consultants remuneration down to 30% of the previously agreed amount.

NEW CONSULTANCY SERVICES

Submitting New Consultancy Services

You can submit new consultancy services at any time.

No Third Parties Or Recruitment Agencies

We will not accept registrations from recruitment agencies or third parties working on behalf of the consultant. These registrations will be immediately removed for reasons of breaching ESP Professional Services' policies.

COMPETITION AGREEMENT

The Consultant (and any other parties introduced by the Customer to ESP Professional Services representatives directly or indirectly) will not, under any circumstances, conduct any direct negotiations with Customer representative (or parties introduced by them directly or indirectly) in respect of this or any other planned work without prior approval in writing from ESP Professional Services. Any loss of actual or future business resulting from such negotiations will be charged to the Consultant at a rate of £1000 per day for each man day of lost business or at the value of the lost business whichever is greater. This clause doesn't exclude charging the Customer according to Terms and Conditions.

SOLICITATION

Until twelve months after completion of the Consultancy Event or termination of the agreement, whichever is the later, neither party (unless agreed otherwise in writing) will solicit the employment or services of any

personnel of the other party who has been engaged in connection with the Agreement. Liquidated damages for breach of this provision will be equal to the gross salary or fees of that person for the first twelve months of his new employment or service contract, or £650,000 whichever is the higher.

Please note: The consultant's terms and conditions may be updated from time to time and you will notified about this via email.

LIMITATION OF LIABILITY

ESP Professional Services shall have no liability at any time for any direct or indirect losses arising out of the negligence or other conduct of consultants acting on its behalf (including liability for death or personal injury), breach of contract or any other cause of action arising out of or in connection with the conduct of consultants this. ESP Professional Services shall not be liable for any indirect or consequential loss whether arising from negligence, breach of contract or otherwise.

To be signed and dated by the Consultant

Name: _____

Signed: _____

Dated: _____

Signed and dated on behalf of ESP

Name: _____

Signed: _____

Dated: _____