



WEDDING BUSINESS CONSULTANCY TERMS OF SERVICES

CONSULTANT

Zoë Binning Limited, a company incorporated in England & Wales under company number 10659842 and whose registered office is at 45 Cardiff Road, Llantrisant, Pontyclun, CF72 8DG hereafter referred to as the "Consultant"

CLIENT

By accessing or utilising the Consultant's services and upon the payment of the initial £100 fee and/or any further fees, the client agrees to be bound by these Terms and Conditions.

BACKGROUND

- A) The Client is of the opinion that the Consultant has the necessary qualifications, experience and abilities to provide consulting services to the Client.
 - B) The Consultant is agreeable to providing such consulting services to the Client on the terms and conditions set out in this Agreement.
- 2) **IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Consultant (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows

3) SERVICES PROVIDED

- A) The Client hereby agrees to engage the Consultant to provide the Client with Wedding Venue consultancy services (the "Services");
- B) The Services will also include any other consulting tasks which the Parties may agree on. The Consultant hereby agrees to provide such Services to the Client.

4) TERM OF AGREEMENT

- A) The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.

5) TERM PERFORMANCE

The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

6) CURRENCY

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

7) PAYMENT

- A) The Consultant will charge the Client for the Services at an initial consultation fee of £100.00 (the "Payment") for the first hour and thereafter as agreed in the quotation provided dependent upon the consultation package agreed by both parties paid in full prior to the commencement of the consultation services.
- B) Invoices submitted by the Consultant to the Client are due upon receipt.
- C) In the event that this Agreement is terminated by the Client prior to completion of the Services but where the Services have been partially performed, the Consultant will be entitled to pro rata payment of the Payment to the date of termination provided that there has been no breach of contract on the part of the Consultant.
- D) The Consultant will be responsible for all income tax liabilities and National Insurance or similar contributions relating to the Payment and the Consultant will indemnify the Client in respect of any such payments required to be made by the Client.
- E) The Consultant will be solely responsible for the payment of all remuneration and benefits due to the employees of the Consultant, including any National Insurance, income tax and any other form of taxation or social security costs.

8) REIMBURSEMENT OF EXPENSES

- A) The Consultant will be reimbursed from time to time for reasonable and necessary expenses incurred by the Consultant in connection with providing the Services.
- B) All expenses must be pre-approved by the Client.

9) PENALTIES FOR LATE PAYMENT

Any late payments will trigger a fee of 5.00% per month on the amount still owing.

10) CONFIDENTIALITY

- A)** Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
- B)** The Consultant agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Consultant has obtained, except as authorised by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.
- C)** All written and oral information and material disclosed or provided by the Client to the Consultant under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Consultant.

11) OWNERSHIP OF INTELLECTUAL PROPERTY

- A)** All intellectual property and related material (the "Intellectual Property") that is developed or produced under this Agreement, will be the property of the Consultant. The Client is granted a non-exclusive limited-use licence of this Intellectual Property.
- B)** Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Consultant.

12) RETURN OF PROPERTY

Upon the expiry or termination of this Agreement, the Consultant will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

13) CAPACITY/INDEPENDENT CONTRACTOR

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

14) RIGHT OF SUBSTITUTION

- A)** Except as otherwise provided in this Agreement, the Consultant may, at the Consultant's absolute discretion, engage a third party sub-contractor to perform some

or all of the obligations of the Consultant under this Agreement and the Client will not hire or engage any third parties to assist with the provision of the Services.

B) In the event that the Consultant hires a sub-contractor:

- i) the Consultant will pay the sub-contractor for its services and the Compensation will remain payable by the Client to the Consultant.
- ii) for the purposes of the indemnification clause of this Agreement, the sub-contractor is an agent of the Consultant.

15) AUTONOMY

Except as otherwise provided in this Agreement, the Consultant will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Consultant will work autonomously and not at the direction of the Client. However, the Consultant will be responsive to the reasonable needs and concerns of the Client.

16) EQUIPMENT

Except as otherwise provided in this Agreement, the Consultant will provide at the Consultant's own expense, any and all equipment, software, materials and any other supplies necessary to deliver the Services in accordance with the Agreement.

17) NO EXCLUSIVITY

The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

18) NOTICE

All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the previously stated addresses.

19) INDEMNIFICATION

Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

20) MODIFICATION OF AGREEMENT

Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorised representative of each Party.

21) TIME OF THE ESSENCE

Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

22) ASSIGNMENT

The Consultant will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

23) ENTIRE AGREEMENT

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

24) ENUREMENT

This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

25) TITLES/HEADINGS

Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

26) GENDER

Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

27) GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of Wales.

28) SEVERABILITY

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

29) WAIVER

The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.