

Consultancy Service Agreement

1. The Parties

This Consultancy Service Agreement is entered into as of **DD/MM/YYYY** between **PLUS Tenders Ltd** ("Consultant") and **Care Services Ltd.** ("Client").

1.1 Scope of Services

Consultant shall provide consultancy services to Client for the purpose of sourcing contracts from government sector contracts, tenders, and Dynamic Purchasing Systems (DPS) in the healthcare industry.

1.2 The Services Shall Include but Are Not Limited To:

- Conducting market research to identify potential contract opportunities.
- Developing proposals and bid documents for government (Borough/Council) tenders and contracts.
- Providing ongoing support and advice throughout the contract sourcing process.
- Applying to a maximum of **5 contracts/tenders/DPS** from relevant authorities and councils within the engagement period of **6 months**.
- Securing a minimum of **4 successful outcomes** from the applied contracts/tenders/DPS to ensure value for money. This commitment extends beyond the six-month duration without additional payments if necessary.
- **Yearly Subscription Option:** Applying to a maximum of **10 Contracts / Tenders / DPS** from relevant authorities and councils within a **one-year engagement period**, with a commitment to secure a minimum of **8 successful outcomes** without additional payment.

1.3 Definition of Securing

By "securing," we mean achieving successful outcomes from the buyer(s) in relation to the applications submitted.

2. Responsibilities

2.1 Consultant Responsibilities

Consultant agrees to perform the services described in Section 1 with diligence and professionalism.

2.2 Client Responsibilities

Client agrees to provide Consultant with necessary information and access to resources required to perform the services.

2.3 Payment Terms

The Client shall pay the Consultant a fee of **£4,800**, VAT at 20% inclusive, for the services rendered, as mutually agreed upon between the parties.

- **2.3.i Option 1:** An initial payment of **£1,800**, with the remaining balance of **£3,000** spread over five (5) monthly installments of **£600** each.
- **2.3.ii Option 2:** A one-year monthly installment plan of **£800** per month, VAT at 20% inclusive, for a total of 12 months.

The Client may choose either payment option based on their preference.

3. Terms and Termination

3.1 Commencement and Duration

This Agreement shall commence on **DD/MM/YYYY** and shall continue until terminated by either party upon **7 days written notice** to the other party.

3.2 Termination for Cause

Either party may terminate this Agreement immediately in the event of a material breach by the other party.

3.3 Service Duration Commitment

We endeavor to provide services within **6 months**.

4. Refund / Cancellation

4.1 Client-Initiated Cancellation

If the Client wishes to cancel the service(s) provided by the Consultant, the Client must provide written notice to the Consultant at least **7 days** prior to the desired cancellation date.

4.2 Non-Refundable Initial Payment

If the Consultant has made at least **one application** for a contract, tender, or DPS on behalf of the Client, **no refund** of the initial payment will be provided if the Client decides to discontinue the service.

4.3 Partial Refund Conditions

In the event of cancellation by the Client, and if **no application** for a Contract, Tender, or DPS has been made by the Consultant, but there has been an **expression of interest** for contract(s), Tenders and or DPS, the Consultant shall be entitled to retain **2/3 of the amount paid**, along with any **non-refundable expenses** incurred on behalf of the Client up to the effective cancellation date. These expenses may include, but are not limited to, third-party fees, travel expenses, and administrative costs.

4.4 Consultant-Initiated Cancellation

If the Consultant is unable to fulfill its obligations under this Agreement and cancels the services, the Consultant shall promptly **refund any fees** paid by the Client for services **not yet rendered** as of the effective cancellation date.

4.5 Force Majeure Termination

Either party may terminate this Agreement in the event of a **force majeure event** that significantly impacts the ability to perform the services. In such cases, any fees paid by the Client for services **not yet rendered** as of the effective termination date shall be refunded.

4.6 Suspension for Non-Payment

Failure to continue the **balance payment** after the initial deposit will result in the **suspension of service(s)** by the Consultant until payment is received. If continuous payment is not effected within the **six-month contractual period**, the Consultant reserves the right to **terminate the contract without refund**.

4.7 Service Pause Policy

Client is only allowed to **pause service twice** within the **6-month or the one-year contractual period**. The contract will be **automatically terminated** at the **third pausing** of service without refund.

4.8 Refund Processing Timeline

Refunds, if applicable, will be **processed within 21 days** from the effective cancellation or termination date.

5. Confidentiality

5.1 Mutual Confidentiality

Both parties agree to maintain the confidentiality of any proprietary or sensitive information disclosed in the course of the engagement.

5.2 Consultant Confidentiality Obligation

Consultant shall not disclose any confidential information obtained from Client to third parties without prior written consent from Client.

6. Governing Law & Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the **United Kingdom**.

7. Entire Agreement

7.1 Complete Understanding

This Agreement constitutes the **entire understanding** between the parties with respect to the

subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, relating to such subject matter.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

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[Signature of Consultant and Date]

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Name and Position

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[Signature of Client and Date]

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Name and Position