

**Dated**

**2024**

**Dance North t/a Dance City**

**and**

**[Name of consultant]**

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**DATE**

**Parties**

- (1) **Dance North t/a as a Dance City** is a charitable company registered in England and Wales with number 02490618, whose head office is at Dance City, Temple St, Newcastle upon Tyne, NE1 4BR (**Client**); and
- (2) **[Name of consultant]** (the **Consultant**).

**It is agreed**

1. **Interpretation**

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

<b>Board</b>	the board of directors of the Client (including any committee of the board duly appointed by it).
<b>Business of the Client</b>	A dance development agency.
<b>Business Opportunities</b>	any opportunities which the Consultant becomes aware of during the Engagement which relate to the Business of the Client or any Group Company or which the Board reasonably considers might be of benefit to the Client or any Group Company.
<b>Business Day</b>	a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
<b>Capacity</b>	as agent, consultant, director, employee, owner, partner, shareholder or in any other capacity.
<b>Client Property</b>	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 Group Company or its or their customers and business contacts, and any equipment, keys, hardware or software provided for the Consultant use by the Client during the Engagement, and any data or documents (including copies) produced, maintained or

stored by the Consultant on the computer systems or other electronic equipment of the Client or the Consultant during the Engagement.

**Commencement Date**

[date].

**Confidential Information**

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 or any Group Company for the time being confidential to the Client or any Group Company and trade secrets including, without limitation, technical data and know-how relating to the Business of the Client or any Group Company or any of its or their suppliers, customers, clients, agents, distributors, trustees, shareholders, management or business contacts and including (but not limited to) information that the Consultant 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.

**Data Protection Legislation**

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).

<b>Engagement</b>	the engagement of the Consultant by the Client on the terms of this Agreement.
<b>Group Company</b>	the Client, its subsidiaries or holding companies from time to time and any subsidiary of any holding company from time to time.
<b>Holding company</b>	has the meaning given in clause 1.6.
<b>Individual</b>	<b>[name of individual performing services]</b> .
<b>Insurance Policies</b>	<b>[DN: To be tailored depending on the services and the insurance cover needed -</b> commercial general liability insurance cover, employer's liability insurance cover, professional indemnity insurance cover and public liability insurance cover].
<b>Intellectual Property Rights</b>	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.
<b>Invention</b>	any invention, idea, discovery, development, improvement or innovation made by the Consultant in connection with the provision of the Services, whether or

not patentable or capable of registration, and whether or not recorded in any medium.

**Services**

the services described in Schedule 1.

**Subsidiary**

has the meaning given in clause 1.6.

**Substitute**

a substitute for the Individual appointed under the terms of clause 3.3.

**Termination Date**

the date of termination of this Agreement, howsoever arising.

**Works**

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 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 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 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.
- 1.7 A reference to a **holding company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006 and a company

shall be treated, for the purposes only of the membership requirement contained in sections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) as a nominee.

**2. Term of engagement**

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

2.2 The Engagement shall commence on the Commencement 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 **[four weeks]** prior written notice.

**3. Duties and obligations**

3.1 During the Engagement, the Consultant shall:

3.1.1 provide the Services with all due care, skill and ability and use its or their best endeavours to promote the interests of the Client and any Group Company;

3.1.2 unless the Individual is prevented by ill health or accident, devote at least **[number of hours or days]** in each calendar month to the carrying out of the Services, together with such additional time if any as may be necessary for their proper performance; and

3.1.3 promptly give to the Board all such information and reports as it may reasonably require in connection with matters relating to the provision of the Services or the Business of the Client or any Group Company.

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

Consultant 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.
- 3.5 The Consultant shall use its reasonable endeavours to ensure that the Individual is available at all times 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 the Consultant shall not have any authority to incur any expenditure in the name of or for the account of the Client; and
- 3.6.2 the Consultant shall not hold itself out as having authority to bind the Client.
- 3.7 The Consultant 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 the premises where the Services are provided and report to the Client any unsafe working conditions or practices.
- 3.8 The Consultant shall comply with the Client's policies on social media, use of information and communication systems, anti-harassment and bullying, equal opportunities and such other policies as are provided to the Consultant and/or the Individual.
- 3.9 The Consultant undertakes to the Client that during the Engagement it 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 or the Individual (or caused by the Consultant or the Individual to be offered) to any other party provided that nothing in this clause shall require the Consultant or the Individual to disclose any Business Opportunities to the Client if to do so would result in a breach by the Consultant 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 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:
- 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 shall:
- 3.11.1 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;
  - 3.11.2 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;
  - 3.11.3 comply with the Client's anti-bribery and anti-corruption policies, in each case as the Client may update them from time to time;
  - 3.11.4 promptly report to the Client any request or demand for any undue financial or other advantage of any kind received by the Consultant or the Individual in connection with the performance of this Agreement;
  - 3.11.5 immediately notify the Client if a foreign public official becomes an officer or employee of the Consultant or acquires a direct or indirect interest in the Consultant (and the Consultant warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this Agreement); and
  - 3.11.6 ensure that all persons associated with the Consultant or other persons who are performing services or providing goods in connection with this Agreement comply with this clause 3.11.
- 3.12 Failure to comply with clause 3.11 may result in the immediate termination of this Agreement.
- 3.13 For the purpose of clause 3.11, 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 3.11, a person associated with the Consultant includes but is not limited to any Substitute for the Individual.
- 3.14 The Consultant shall:
- 3.14.1 not engage in any activity, practice or conduct which would constitute either:
    - 3.14.1.1 a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017; or

- 3.14.1.2 a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017;
  - 3.14.2 promptly report to the Client any request or demand received by the Consultant 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;
  - 3.14.3 ensure that all persons associated with the Consultant or other persons who are performing services or providing goods in connection with this Agreement comply with this clause 3.14.
- 3.15 Failure to comply with clause 3.14 may result in the immediate termination of this Agreement.

#### 4. **Fees**

- 4.1 The Client shall pay the Consultant a fee of [amount] per day [inclusive] of VAT. On the last working day of each month during the Engagement, the Consultant shall submit to the Client an invoice which gives details of the days which the Individual or any Substitute has worked, the Services provided and the amount of the fee payable for the Services during that month.
- 4.2 In consideration of the provision of the Services the Client shall pay each invoice submitted by the Consultant in accordance with clause 4.1, within 4 weeks of receipt.
- 4.3 The Client shall be entitled to deduct from the fees (and any other sums) due to the Consultant any sums that the Consultant or the Individual may owe to the Client or any Group Company at any time.
- 4.4 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 or any Group Company against the Consultant or the Individual in respect of the provision of the Services.

#### 5. **Expenses**

- 5.1 The Client shall reimburse all reasonable expenses properly and necessarily incurred by the Consultant or the Individual in the course of the Engagement, subject to 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 shall be responsible for any necessary insurances, inoculations and immigration requirements.

**6. Other activities**

6.1 Nothing in this Agreement shall prevent the Consultant 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's obligations under this Agreement;

6.1.2 the Consultant 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 or any Group Company without the prior written consent of the Client (such consent not to be unreasonably withheld); and

6.1.3 the Consultant shall give priority to the provision of the Services to the Client over any other business activities undertaken by it during the course of the Engagement.

**7. Confidential information and Client property**

7.1 The Consultant acknowledges that in the course of the Engagement it and the Individual will have access to Confidential Information. The Consultant has therefore agreed to accept the restrictions in this clause 7.

7.2 The Consultant shall not (except in the proper course of 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's or the Individual's unauthorised disclosure.

7.3 At any stage during the Engagement, the Consultant 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 (or the Individual) or 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; or

- 7.4.2 doing or saying anything that is required by HMRC or a regulator, ombudsman or supervisory authority; or
- 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); or
- 7.4.4 complying with an order from a court or tribunal to disclose or give evidence; or
- 7.4.5 making any other disclosure as required by law.

**8. Data protection**

- 8.1 The Client will collect and process information relating to the Individual in accordance with the privacy notice which is on the intranet.

**9. Intellectual property**

- 9.1 The Consultant warrants to the Client that it has obtained 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 any such rights in which the legal title has not passed (or will not pass) to the Consultant. The Consultant agrees to provide to the Client a copy of this assignment on or before the date of this Agreement.
- 9.2 The Consultant 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 holds legal title in these rights and inventions on trust for the Client.
- 9.3 The Consultant 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.

9.4 The Consultant 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.

9.5 The Consultant 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 to the Client during the course of providing the Services. **[The Consultant 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.

9.6 The Consultant acknowledges that no further remuneration or compensation other than that provided for in this Agreement is or may become due to the Consultant in respect of the performance of its obligations under this clause 9.

9.7 The Consultant 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 confirms that the Individual has given written undertakings in the same terms to the Consultant.

9.8 The Consultant irrevocably appoints the Client to be its attorney in its name and on its behalf to execute documents, use the Consultant's name and do all things which are necessary or desirable for the Client to obtain for itself or its nominee the full benefit of this clause.

10. **Insurance and liability**

10.1 The Consultant shall have liability for and shall indemnify the Client and any Group Company for any loss, liability, costs (including reasonable legal costs), damages or expenses arising from any breach by the Consultant 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 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 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 shall notify the insurers of the Client's interest and shall cause the interest to be noted on the Insurance Policies.

10.5 The Consultant 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 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 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 (other than in respect of amounts accrued before the Termination Date) if at any time:

11.1.1 the Consultant or the Individual commits any gross misconduct affecting the Business of the Client or any Group Company;

11.1.2 the Consultant or 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 or the Individual is, in the reasonable opinion of the Board, 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 makes a resolution for its winding up, makes an arrangement or composition with its creditors or makes an application to a court 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;

11.1.7 the Individual is incapacitated (including by reason of illness or accident) from providing the Services for an aggregate period of 30 days in any 52-week consecutive period;

11.1.8 the Engagement is determined by the Client or, subsequently, HM Revenue & Customs to be Deemed Employment;

11.1.9 the Consultant or the Individual breaches the obligations contained in clause 3.14 to clause 3.15;

11.1.10 the Consultant or the Individual commits any breach of the Client's policies and procedures; or

- 11.1.11 the Consultant or the Individual commits any offence under the Bribery Act 2010.
- 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 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 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 or any Group Company 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
- 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. **Status**
- 13.1 The relationship of the Consultant to the Client will be that of independent contractor and nothing in this Agreement shall render it an employee, worker, agent or partner of the Client and the Consultant shall not hold itself out as such and shall procure that the Individual shall not hold themselves out as such.
- 13.2 The Consultant shall be fully responsible for and shall indemnify the Client or any Group Company for and in respect of the following:
- 13.2.1 any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from 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 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;

13.2.2 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 a claim is as a result of any act or omission of the Client.

13.3 The Client may at its option satisfy the indemnity in clause 13.2 (in whole or in part) by way of deduction from payments due to the Consultant.

#### 14. **Notices**

14.1 Any notice or other communication given to a party under or in connection with this Agreement shall be in writing and shall be 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.

14.2 Unless proved otherwise, any notice or communication shall be deemed to have been received:

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

14.2.2 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.

14.3 If deemed receipt under clause 14.2 would occur outside business hours in the place of receipt, it shall be deferred until business hours resume. In this clause 14.3, 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.

14.4 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.

**15. Entire agreement**

15.1 This Agreement constitutes the entire agreement between the parties and any Group Company and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

15.2 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.

15.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

15.4 Nothing in this clause shall limit or exclude any liability for fraud.

**16. Variation**

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

**17. Counterparts**

17.1 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.

17.2 No counterpart shall be effective until each party has delivered to the other at least one executed counterpart.

**18. Third party rights**

18.1 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. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

18.2 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.

**19. 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.

20. **Jurisdiction**

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).

**Executed** on the date that appears on the front of this document.

**Schedule 1**

**Services**

An overview of the services to be provided:	
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:	
Whether the services will need to be provided to any other Group Companies:	

**Executed** as a deed by **Dance North t/a Dance City**

**[name of first director signing]**

and

.....  
*(signature of director)*

**[name of second director signing],**

.....  
*(signature of director)*

**Executed** as a deed but not delivered until the date on the front of this document by

**[Name of Consultant]**

acting by

.....  
*(signature of director)*

a director in the presence of

.....  
*Signature of witness*

.....  
*Name of witness*

.....  
*Address*

.....  
*Occupation*