

DATED

2019

CONSULTANCY AGREEMENT

between

SHEFFIELD CHAMBER OF COMMERCE TRADING AS SHEFFIELD INTERNATIONAL TRADE
CENTRE

and

(FULL COMPANY NAME AND CLIENT)

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This agreement is dated

2019

Parties

- (1) Sheffield Chamber of Commerce trading as Sheffield International Trade Centre incorporated and registered in England and Wales with company number 00064569 whose registered office is at Albion House, Savile Street, Sheffield, S4 7UD **(SITC)**
- (2) [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] **(Client)**

Agreed terms

1. Interpretation

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

Additional Costs: an additional fee rate to be agreed between the parties outside the scope of Clause 1.

Authorised Economic Operator (AEO): is an internationally recognised quality mark that shows that the companies role within the international supply chain is secure and customs controls and procedures are efficient and meet EU standards

Board: the board of directors of the Client (including any committee of the board duly appointed by it).

Business of the Client: the Clients main business purpose and activities

Business Opportunities: any opportunities which SITC or the Individual becomes aware of during the Engagement which relate to the Business of the Client or which the Board reasonably considers might be of benefit to the Client

Capacity: as agent, consultant, director, employee, owner, partner, shareholder or in any other capacity.

Client Property: 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 SITC or the Individual's use by the Client during the Engagement, and any data or documents (including copies) produced, maintained or stored by SITC or the Individual on the computer systems or other electronic equipment of the Client, SITC or the Individual during the Engagement.

Commencement Date: has the meaning given in clause 2.2.

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, 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, agents, distributors, shareholders, management or business contacts including (but not limited to) information that SITC 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

Client's Default: has the meaning set out in clause 3.2. A NDA will be signed if Client so wishes.

Data Protection Legislation: the UK Data Protection Legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to privacy.

Engagement: the engagement of SITC by the Client on the terms of this agreement.

Individual: means a person sent for and on behalf of SITC to provide the Services.

Insurance Policies: commercial general liability insurance cover, employer's liability insurance cover, professional indemnity insurance cover cyber insurance cover and public liability insurance cover.

Intellectual Property Rights: patents, rights to Inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how 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: any invention, idea, discovery, development, improvement or innovation made by SITC 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.

Services: the services described in the Schedule 1.

Subsidiary: has the meaning given in clause 1.7.

Substitute: a substitute for the Individual appointed under the terms of clause 4.3.

Termination Date: the date of termination of this agreement, howsoever arising.

UK Data Protection Legislation: any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation.

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 SITC or the Individual in connection with the provision of the Services.

Personal Data: Personal data is information that related to an identified individual which is inline with General Data Protection Regulation (GDPR)

- 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, a reference to one gender shall include a reference to the other gender.
- 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 SITC and SITC shall make available to the Client the Individual to provide the Services on the terms of this agreement.
- 2.2 The services shall only be provided once SITC signs this agreement at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 2.3 The Engagement shall commence on the Commencement Date and shall continue unless and until terminated by:
 - (a) Completion of the agreed Services or
 - (b) by either party giving not less than two weeks' prior written notice of termination and ensuring all works already provided for is paid up to date or

- (c) by either party terminating the Agreement in accordance with clause 14 of this agreement
- 2.4 If any additional time is needed to complete the agreement outside of the time already provided for, due to incorrect information being provided or a delay in information being provided by the Client then that time will be charged at an Additional Costs to be agreed by both parties.
- 2.5 Any samples, drawings, descriptive matter or advertising issued by the Supplier, and any descriptions or illustrations contained in the Supplier's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.
- 2.6 Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period of 20 Business Days from its date of issue.
- 2.7 The scope of the services provided are set out in Schedule 1. SITC will use all reasonable endeavours to ensure that the Client reaches AEO Status. Such application involves SITC reviewing only the documentation, operating systems and other evidence involved in the import and export of goods. The review of the documentation for the application will not cover the company structure or its financial history. A final decision on any application for AEO Status rests with the HMRC, who will take their own subjective view on any application.

3. Client's obligations

- 3.1 The Client shall:
 - (a) ensure that in order for SITC to provide the services it shall provide all necessary information as requested and that all information is complete and accurate;
 - (b) co-operate with the SITC in all matters relating to the Services;
 - (c) provide SITC, its employees, agents, consultants and subcontractors, with access to the Client's premises, office accommodation and other facilities as reasonably required by SITC;
 - (d) provide the SITC with such information and materials as SITC may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
 - (e) comply with all applicable laws, including health and safety laws;
- 3.2 If SITC performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation (**Clients Default**):

- (a) without limiting or affecting any other right or remedy available to it, SITC shall have the right to suspend performance of the Services until the Client remedies the Client's Default, and to rely on the Client's Default to relieve it from the performance of any of its obligations in each case to the extent the Client's Default prevents or delays SITC's performance of any of its obligations;
- (b) SITC shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from SITC's failure or delay to perform any of its obligations as set out in this clause 3.2; and
- (c) the Client shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Client Default.

4. Duties and obligations

- 4.1 During the Engagement SITC shall, and where appropriate shall procure that the Individual provided by SITC shall:
 - (a) provide the Services within the agreed terms set out in Schedule 1, unless SITC is prevented from providing the Services due to the individual being unable to attend because of ill health or accident; and
 - (b) promptly give to the Client all such information and reports upon receipt of payment as set out by clause 1, in connection with the completion of Services set out by this agreement.
- 4.2 If the Individual is unable to provide the Services due to illness or injury, SITC 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 1 in respect of any period during which the Services are not provided as a result of SITC's inability to provide the Services.
- 4.3 SITC is free to appoint a suitably qualified and skilled Substitute to perform the Services instead of the Individual if the circumstances require a Substitute. The Client will still be invoiced by SITC in accordance with clause 1 and shall be responsible for the remuneration of the Substitute.
- 4.4 If a Substitute is appointed, the provisions of this agreement and the relevant clauses within it will apply directly to the Individual in addition to that of SITC. SITC 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 reasonably require.
- 4.5 Unless SITC or the Individual has been specifically authorised to do so by the Client in writing:
 - (a) neither SITC nor the Individual shall have any authority to incur any expenditure in the name of or for the account of the Client; and

- (b) SITC shall not, and shall procure that the Individual shall not, hold itself out as having authority to bind the Client.

4.6 SITC shall, and shall procure that the Individual shall:

- (a) 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**);
- (b) 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;
- (c) comply with the Client's Ethics and Anti-bribery and Anti-corruption Policies that are presented to the individual upon arrival at the Clients premises (**Relevant Policies**);
- (d) 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, the Relevant Policies and clause 4.6, and will enforce them where appropriate;
- (e) ensure that all persons associated with SITC or other persons who are performing services in connection with this agreement comply with this clause 4.6; and

4.7 Failure to comply with clause 4.6 may result in the immediate termination of this agreement.

5. Charges and Payments

5.1 The Services are in accordance with Schedule 1, the Charges for each these Services shall be calculated as follows:-

- (a) The Charges for Product One is calculated on a timed basis using SITC's daily rate of £650.00 per day for the time allocated in Schedule 1. The Client shall pay directly to SITC upon receipt of on an invoice as set out in clause 5.2;
- (b) Product Two is a fixed fee of (£12,000), which is payable in two parts by the Client, the first payment is for £6000 on receipt of instructions and final payment is for £6000 upon conclusion of the draft AEO application. The Client shall pay directly to SITC upon receipt of on an invoice as set out in clause 5.2; and
- (c) SITC reserves the right to issue invoices immediately.

5.2 The Client shall pay each invoice submitted by SITC:

- (a) within 30 days of the date of the invoice or in accordance with any credit terms agreed by SITC and confirmed in writing to the Client; and
- (b) in full and in cleared funds to a bank account nominated in writing by SITC.

5.3 All amounts payable by the Client under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**).

5.4 If the Client fails to make a payment due to the SITC under the Contract by the due date, then, without limiting the SITC's remedies under clause 14, the Client may pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 5.4 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

6. Expenses

6.1 The Client subject to Clause 6.2 shall reimburse all reasonable expenses properly and necessarily incurred by SITC and the Individual in the course of the Engagement, subject to production of receipts or other appropriate evidence of payment.

6.2 If the Individual is required to travel abroad in the course of the Engagement, the Client shall be responsible for any necessary travel costs, insurances, inoculations and immigration requirements.

7. Other activities

Nothing in this agreement shall prevent SITC 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:

- (a) such activity does not cause a breach of any of SITC's obligations under this agreement;
- (b) SITC shall give priority to the Client when on site for the Client with connection with the terms of this Engagement over any other business.

8. Confidential Information and Client Property

8.1 SITC acknowledges that in the course of the Engagement they and the Individual will have access to Confidential Information. SITC has therefore agreed to accept the restrictions in this clause 8.

8.2 SITC shall not, and shall procure that the Individual shall not, except in the proper course of its or his 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:

- (a) any use or disclosure authorised by the Client or required by law; or
- (b) any information which is already in, or comes into, the public domain otherwise than through SITC's or the Individual's unauthorised disclosure.

8.3 At any stage during the Engagement, SITC will promptly on written request return to the Client all and any Client Property in its or the Individual's possession.

9. Data protection

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

9.2 SITC and the Client acknowledge that for the purposes of the Data Protection Legislation, the Client is the data controller and SITC is the data processor.

9.3 SITC and the Client will comply with the Data Protection Legislation.

9.4 SITC shall, and shall procure that the Individual shall, in relation to any Personal Data processed in connection with the Engagement:

- (a) Process that Personal Data only on written instructions of the Client.
- (b) Keep the Personal Data confidential.
- (c) Comply with the Client's Data protection policy data retention guidelines or any other Data protection policies that may be in place from time to time.
- (d) Comply with the Client's reasonable instructions with respect to processing Personal Data.
- (e) Not transfer any Personal Data outside of the European Economic Area without the Client's prior written consent.
- (f) Assist the Client at the Client's cost 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.
- (g) Notify the Client without undue delay on becoming aware of a Personal Data breach or communication which relates to the Client's or Consultant Company's compliance with the Data Protection Legislation.
- (h) At the written request of the Client, delete or return Personal Data and any copies thereof to the Client on termination of the Engagement unless required by the Data Protection Legislation to store the Personal Data.
- (i) Maintain complete and accurate records and information to demonstrate compliance with this clause 9.

9.5 SITC shall ensure that it has in place appropriate technical or organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss,

destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures. Such measures may include, where appropriate:

- (a) pseudonymising and encrypting Personal Data.
- (b) Ensuring confidentiality, integrity, availability and resilience of its systems and services
- (c) Ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident.
- (d) Regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it.

9.6 SITC shall have personal liability for and shall indemnify the Client and any Group Company for any loss, liability, costs (including legal costs), damages, or expenses resulting from any breach by SITC or a Substitute engaged by SITC of the Data Protection Legislation, and shall maintain in force full and comprehensive Insurance Policies.

10. Intellectual Property Rights

10.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Client) shall be owned by SITC.

10.2 SITC grants to the Client, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Contract to copy the Deliverables (excluding materials provided by the Client) for the purpose of receiving and using the Services and the Deliverables in its business.

10.3 The Client shall not sub-license, assign or otherwise transfer the rights granted in clause 10.2.

10.4 The Client grants SITC a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Customer to the Supplier for the term of the Contract for the purpose of providing the Services to the Customer.

11. Indemnities

11.1 The Client shall indemnify SITC against any claims, actions, proceedings, losses, damages, expenses and costs (including court costs and reasonable legal fees) arising out of or in connection with:

- (a) the Client's application being rejected
- (b) the Client losing any AEO status or equivalent that is achieved
- (c) the Client's end user suffering a loss or delay as a result of the Client's AEO status or equivalent not being obtained in time

- (d) AEO status or equivalent not being achieved due to SITC reports being incorrect and/or inaccurate as a result of the Client providing SITC with fraudulent, insufficient or misrepresented information that SITC has reasonably relied upon to produce the products set out in Schedule 1

11.2 The Client will indemnify SITC for any outstanding payments that have been requested by way of an invoice in line with clause 5.2.

11.3 If a payment due from the Client under this clause is subject to tax (whether by way of direct assessment or withholding at its source) SITC shall be entitled to receive from the Client such amounts that shall ensure the net receipt after tax to SITC in respect of the payment is the same as it would have been should the payment not have been subject to tax.

12. Warranties

12.1 Each party warrants that it has the corporate power and capacity to enter into this agreement and to perform its obligations under this agreement.

12.2 SITC warrants that it will not breach any third party rights or commit, or involve any third party in the commission of any tort by entering into this agreement or in providing the services.

12.3 SITC warrants to keep any and all confidential information of the Clients confidential at all time and will only disclose this information with the selected Individual who is covered by SITC indemnity insurance.

12.4 The Client shall provide a warranty to SITC that upon their request they will provide any and all information as requested that is accurate and will reflect a true position on the Clients current trading record, tax record, litigation record and financial position.

12.5 The Client agrees that it will not purposefully or maliciously withhold information from SITC that will have a detrimental effect on the completion of the end product provided by SITC.

12.6 The Client agrees not to bring any legal proceedings or a claim in any nature against SITC, if the basis of that claim is founded on negligent information being provided to SITC by the Client or any of its connecting group companies.

13. Insurance and Limitation on Liability

13.1 SITC has obtained insurance cover in respect of its own legal liability for individual claims not exceeding £ 2,000,000 per claim. The limits and exclusions in this clause reflect the insurance cover SITC has been able to arrange and the Client is responsible for making its own arrangements for the insurance of any excess loss.

- 13.2 Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:
- (a) death or personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation; and
 - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 13.3 Subject to clause 13.2, the Supplier's total liability to the Customer in respect of all breaches of duty occurring within any contract year shall not exceed the cap of £2,000,000.
- 13.1 SITC shall not be liable for and shall not indemnify the Client against any loss, liability, costs (including reasonable legal costs), damages or expenses arising from any breach by SITC or the Individuals of the terms of this agreement for any negligent act or omissions which has resulted from SITC being provided incorrect or insufficient information after it has been initially requested.
- 13.2 This clause 13 shall survive termination of the Contract.

14. Termination

- 14.1 Notwithstanding the provisions of clause 2.3, without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- (a) the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;
 - (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - (d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 14.2 Without affecting any other right or remedy available to it, SITC may terminate the Contract with immediate effect by giving written notice to the Client if:

- (a) the Client fails to pay any amount due under the Contract on the due date for payment; or
- (b) there is a change of control of the Client.

14.3 If Termination occurs in line with clause 14:-

- (a) the Client shall immediately pay to SITC all of SITC's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, SITC shall submit an invoice, which shall be payable by the Client immediately on receipt;
- (b) the Client shall return all of SITC Materials and any Deliverables which have not been fully paid for.

14.4 Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

14.5 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

15. Obligations on termination

15.1 On the Termination Date SITC shall, and shall procure that the Individual shall:

- (a) deliver all the Client's Property and original Confidential Information which was provided to SITC upon commencement of this agreement; and
- (b) confirm to the Client in connection with their data retention guidelines, to irretrievably delete any information relating to the Business of the Client that does not form part of the end product as set out in Schedule 1, this includes information stored on Hard Drive, USB, external storage systems and all matter derived from such sources which is in its or his possession or under its or his control outside the premises of the Client. This obligation includes requiring any Substitute to delete such data where applicable.

15.2 On the Termination Date the Client shall ensure that all invoices are paid up in full up to the Termination Date.

16. Notices

16.1 Any notice or other communication given to a party under or in connection with this contract shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office if a company or its principal place of business in any other case; or
- (b) sent by email to the main email address of each respective party.

16.2 Any notice or communication shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
- (b) 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 at the time recorded by the delivery service; or
- (c) if sent by email on the day received until 16.00 pm at which point it is the next Business Day.

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

16.4 A notice given under this agreement is not valid if sent by e-mail.

17. Entire agreement

17.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations 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 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.

19. Counterparts

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

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

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

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).

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

Schedule 1 Services

Product 1 [SITC TO COMPLETE]

Product 2 - Customs Compliance Audit and Consultancy Programme to AEO standard Status

Trusted traded (AEO) is a status which enables free flow of your product and services, imports and exports, around the globe.

The benefits of AEO registration are far reaching.

SITC will work with Companies to ensure their operations, procedures, updated documentation, covering all aspects of moving goods around the globe are compliant to both world custom organisations and HMRC processes.

The Compliance programme includes:

1. Customs compliance audit, HMRC risk assessment and corrective report
2. Working with 'The Company' to ensure all aspects, including import and exports and administration, IPR, OPR, T navigation staff training and experience, documents recording in all up to standard
3. Trial AEO, AES application
4. Secondant risk assessment

Signed by [DIRECTOR] for)
SHEFFIELD CHAMBER OF)
COMMERCE AND INDUSTRY)
TRADING AS SITC)

DATED:

Signed by [DIRECTOR] for)
[NAME OF COMPANY])

DATED:.....