

AMT Client Catering Consultancy Ltd
CONSULTANCY AGREEMENT

Scope of work overview

Means the agreed Outcome and Roadmap of a specific client project. It represents the agreed activities and Client success measure. The Consultant logical timelines and detailed end to end proposal follows the Overview that acts as the Agreed engagement of consultancy services with AMTC Ltd

Scope of work Overview- Client (Forward Thinking Caterer)

Objective – Review and Audit client food offers at newly acquired location, to ensure compliance to companies vision and values and legal compliance and HACCP in place . Make recommendation on improved flows and efficiencies.

Introduce a new Hospitality offer in line with current trend with equipment Opex costs to enhance services

Location - Rockhurst independent school, Kent

Key dates – Contract handover date 1st July 2021, School closure 20th June to 1st September - Go live August 25th

Success measures.

- Full report on operation in current state with recommendation for improvements.
- Review and improve HACCP to meet company template and standards
- Hospitality offer with SOP and Specifications in Place
- Training sessions planned for returning and new team members
- Support launch week
- Review with operation management team performance and make recommendations for improvement

Time lines – consultant required May 15th – August 15th 2021

Output

- Full audit and observation 15th May -1st June
- Client presentation of findings June 7th
- Complete HACCP – 15th June
- Design hospitality overview and mood board 20th June
- Create spec and client food presentation 30th June
- Train team for opening July 5th to 14th
- Direct Hospitality showcase and marketing output
- Support launch week
- Scheduled feed back and further improvement sessions

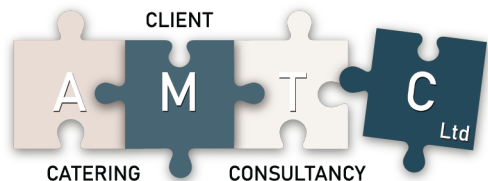
Client to provide -

Key site contacts

Key company liaison

Key company support departments and contacts

Access to site security and parking



AMT Client Catering Consultancy Ltd
CONSULTANCY AGREEMENT

*** Home office location**

AMT client catering consultancy
57 Chancel drive
Market Drayton
Shropshire
TF93QT

Parties

This Consultancy Agreement is entered into on between AMT Client Catering Consultancy Ltd (CNo 13263581) (the “Consultant”) & _____, (ABN) (the “Client”).

The Consultant operates a business of providing consultancy services to clients of the Consultant. The Client wishes to engage the Consultant to provide consultancy services to the Client on the terms & conditions of this Agreement.

Warranties

The Consultant is expert in the field of Catering services to clients in the hospitality industry.

The Client represents & warrants that it has full power & authority to enter into this Agreement & has taken all necessary action to authorize the execution, delivery & performance of this Agreement.

The Client represents & warrants that it has read, understood & accepted the terms & conditions of this Agreement & accepts liability for payment of monies owned by the Client to the Consultant

The Client acknowledges that the success of the services the Consultant and its team will provide is dependent on your timely co-operation you undertake, without limitation, to:

- Provide the materials and information we reasonably require to undertake the services;
- Make decisions promptly, to facilitate the performance of the services.

Estimates of time for completion of the services are given on the assumption that we receive this co-operation from you and commitment from the employees in your organization. If you do not provide, or delay in providing that co-operation, you agree to pay any additional consulting fees and expenses that may result.

Scope of work

If problems are encountered that were unforeseeable at the commencement of any engagement or if the work is less than or expands materially beyond that indicated in this agreement, we would discuss a

Insurances

AMT Client catering consultancy is a limited company. Professional indemnity insurance is in place

Terms, Rate and Installments

Invoices will be issued weekly within consulting period and payable within thirty (30) days. Out of Pocket expenses will be invoiced monthly. Consultancy rate start at £250 per day based on a 10-hour working day. Were the scope of work and time-lines are deemed to be short to meet client needs then the rate will be increased

Out of pocket Expenses (if applicable)

The client accepts that by undertaking the project the consultant may incur cost relating to the execution of the scope of work.

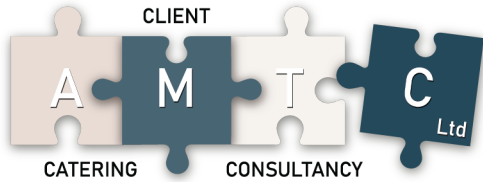
- Printing and training material costs
- Food cost of presentations (not client provided)
- Parking costs (where not provided)
- Administration costs of 5% will be added (where supplier invoices are processed through AMTC Ltd as part of project scope. invoiced separately to client.

Quantifiable expenses (Pre agreed)

The consultant commits to travel daily from home office location *. where the place of the project is over 60 miles from home office location, over night daily accommodation rate will be invoiced at £50 per day

Additional per mile fee will be charged where client location of work is over 40 mile from

*Home office base, charged at £0.25 per mile



Confidential Information & Intellectual property

Confidential Information means client lists, client details, business plans & forecasts, manuals, staff training materials or pricing structures.

Intellectual property means all materials created by the consultant through the course and launch of the project should be considered copyright

The Client must:

- 1)only use the Intellectual Property for the purpose of conducting the contracted event or project and nowhere else,
- 2)not assign, license or encumber the Intellectual Property;
- 3)not register or record or attempt to register or record anywhere in the world the Intellectual Property, copyright or designs derive from or similar to the Intellectual Property.

All works, variations, modifications or improvements to the Intellectual Property;

In connection with the consultancy services that the Consultant may make or produce, whether attributable in whole or in part to the consultant, will become & remain the Consultant's property & form part of the Intellectual Property.

Without the prior written consent of the Consultant, the Client must maintain strict confidentiality in relation to the Confidential Information & must take all reasonable steps to necessary to prevent its disclosure, nor divulge to any person any aspect of the Confidential Information or use or exploit the Confidential Information.

Payment Obligations

In consideration for the provision of consultancy services, the Client agrees to pay the Consultant the Installment Payments referred to under the heading, "Term and Installments" in each period for the duration of the Term.

Invoices will be sent Weekly to the Client, which will be due & payable within 14 days (from the date of the invoice). The Invoice will include a breakdown of the billables. In the event the Consultant incurs out-of-pocket expenses, including but not limited to postage, transportation, accommodation, parking.

Any third-party supplier invoices processed within the project by AMTC Ltd, the Client agrees to make payment plus 5% administration fee applicable above the original invoice value.

If the client disagrees with, or question, any amount due to the Consultant under an invoice submitted by the Consultant, you must communicate such disagreement or objection to us, in writing, within 7 days of the invoicedate.

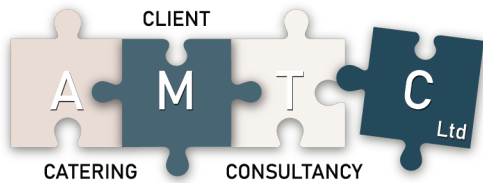
The Consultant reserves the right to suspend all work until payment is made and apply a service charge of 2% or fraction thereof to any unpaid sum.

Payment of an invoice by the Client evidences acceptance of the Contractor's description of work done &/or disbursements incurred therein.

Payment is to be made by the Client by electronic transfer to the Consultant's nominated bank account.

Fees payable under this Agreement are exclusive of VAT (or other taxes). VAT will be added within the invoice on areas applicable.

Fees quoted will be payable in GBP



AMT Client Catering Consultancy Ltd
CONSULTANCY AGREEMENT (continued)

Payment Default

If the Client commits a breach of this Agreement by failing to pay the Consultant in accordance with this Agreement, then: The Client has no right to use or obtain any advantage from the consultancy services, or the Intellectual Property; & The Client must immediately return to the Consultant or destroy any & all of the Intellectual Property in its possession & control, including any variation, modification or improvement. The Client must not copy, retain, store, record, document or computerise any part of the Intellectual Property; & The Client will not be entitled to any compensation for any loss suffered by it resulting from the termination of this Agreement.

Termination

The Consultant may terminate this Agreement if the client fails to pay an Installment Payment when due. If the Consultant terminates this Agreement for failure to pay an Installment Payment when due, the Client must pay the Consultant, on demand, any amounts due but unpaid under this Agreement plus the Installment Payments which, but for the termination, would have been payable by the Client under this Agreement.

If this Agreement is terminated by the Client as a result of cancellation or otherwise prior to the commencement or during of the Services, the Consultant may charge an early termination fee. The Early Termination Fee is the amount (if any) specified below, that is agreed is the actual or estimated cost or loss incurred by the Consultant as a result of the early termination of this fixed term agreement.

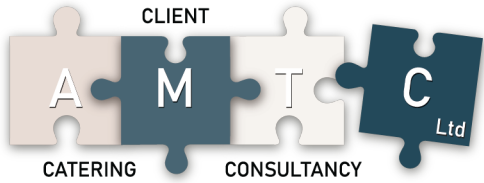
- 6 months before the commencement date 50% of the total contracted fee
- 4 months before the commencement date 75% of the total contracted fee
- 3 months before the commencement date 90% of the total contracted fee
- 2 months or less before the commencement date 100% of the total contracted fee

liability limitation

The Consultant will use reasonable skill and care in the provision of services to you. To the extent permitted by law, the Consultant will never be responsible for indirect or consequential loss.

In all instances, other than as set out in previous Clauses, the Consultant's total aggregate liability to The Client for any loss or damage, caused by, resulting from, or in relation to the provision of our services, including whether arising from breach of contract, negligence, or any other cause, and whether or not you have advised us of any loss or damage. Will be limited to the amount equal to the fees paid by the Client to the Consultant for the Engagement.

The Client agrees to indemnify, and keep indemnified, the officers and employees of the Consultant from and against any loss, expense, damage or liabilities (or actions that may be asserted by any third party) that may result from any third party claims arising out of or in relation to the provision of the Consultant's services or any use by the Client of any deliverable item under this Engagement and the Client must reimburse the Consultant for all costs and expenses (including legal fees on a full indemnify basis) incurred by the Consultant in connection with any such action or claim.



AMT Client Catering Consultancy Ltd
CONSULTANCY AGREEMENT (continued)

Guarantee

In consideration of the Consultant providing consultancy services to the Client, the Guarantor guarantees to the Consultant the payment by the Client of all monies payable to the Consultant pursuant to this Consultancy Agreement. If the Client defaults in the payment of monies payable by it to the Consultant pursuant to this Agreement, or otherwise, the Guarantor covenants with the Consultant that the Guarantor will on demand pay to the Consultant the

amount of such outstanding monies. In addition, the Guarantor covenants with the Consultant that if the Client shall make default in the observance or performance of any of the covenants, terms & conditions on its part to be performed under this

Agreement, that the Guarantor will pay the Consultant on demand the amount of all loss, damages, costs & expenses of any nature whatsoever which The Consultant shall be entitled to recover from the Client by reason of such default.

Signatures

On behalf of the Consultant (AMT Client catering Consultancy Ltd)

.....(Signature).....(Date)

Witness Name (insert witness name)

.....(Signature).....(Date)

And

On behalf of the Client (-----)

.....(Signature).....(Date)

Witness Name (insert witness name)

.....(Signature).....(Date)

Project Terms summary

Scope of work

- Full audit and observation 15th May -1st June
- Client presentation of findings June 7th
- Complete HACCP – 15th June
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The client agrees to:

- Scope of work
- Project time line 80 days
- Daily rate £250
- Quantifiable expenses- milage , accommodation , parking
- Payment terms on invoice 30 days