

LETTER OF AGREEMENT

Parties: _____

Party A (Supplier) Information:

Full Name / Company Name: _____

Registered Address: _____

Contact Information: _____

Party B (Client) Information:

Full Name / Company Name: _____

Registered Address: _____

Contact Information: _____

Agreement Details:

Subject Matter: _____

Scope of Services or Goods: _____

Payment Terms: _____

1. Interpretation

In this Agreement unless the context otherwise requires, the following expressions shall have the following meanings: 'Agreement' means this Letter of Agreement and any attachments or schedules; 'Parties' means Party A and Party B; 'Services' means those described in this Agreement.

2. Purpose

Party A agrees to provide and Party B agrees to accept and pay for the Services as set out in this Agreement.

3. Obligations of Party A

Party A shall perform the Services with reasonable care, skill and diligence in accordance with the standards generally observed in the industry for similar services.

4. Obligations of Party B

Party B shall cooperate with Party A and provide all necessary information and access in a timely manner to enable Party A to perform the Services.

5. Payment

Party B shall pay Party A the agreed fees as specified in the Payment Terms. All payments shall be made in GBP unless otherwise agreed in writing.

6. Term and Termination

This Agreement shall commence on the date of execution and continue until completion of Services unless terminated earlier by either Party giving written notice.

7. Confidentiality

Each Party agrees to keep confidential all information disclosed by the other Party which is designated as confidential or which ought reasonably to be regarded as confidential.

8. Intellectual Property

All intellectual property rights arising in connection with the Services shall remain the property of the Party creating them unless otherwise agreed in writing.

9. Liability

Neither Party shall be liable for any indirect or consequential loss or damage arising out of or in connection with this Agreement.

10. Force Majeure

Neither Party shall be liable for any failure or delay in performing their obligations caused by events beyond their reasonable control.

11. Notices

All notices under this Agreement shall be in writing and delivered by hand, prepaid post or email to the addresses specified by the Parties.

12. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of England and Wales. The Parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.

13. Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements or understandings, whether written or oral, relating to its subject matter.

14. Amendments

No amendment or modification to this Agreement shall be valid unless in writing and signed by authorized representatives of both Parties.

15. Severability

If any provision of this Agreement is found to be invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect.

16. Assignment

Neither Party may assign or transfer any rights or obligations under this Agreement without the prior written consent of the other Party.

17. Waiver

Failure or delay by either Party to exercise any right or remedy shall not operate as a waiver thereof.

18. Relationship of Parties

Nothing in this Agreement shall constitute a partnership, joint venture or agency relationship between the Parties.

19. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

20. Signatures

The Parties have executed this Agreement as of the date first written above by their duly authorized representatives.

PARTY A SIGNATURE

PARTY B SIGNATURE

Signature: _____

Signature: _____

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