



# Agreement

CLIENT	
Legal Name:	Company Reg No:
Address:	Telephone:
Postcode:	
Contact Name:	Mobile:
Contact Position:	Email:

SERVICE & CHARGES	
<b>Services Provided:</b>	<b>Basis of Charging:</b>
Commencement Date:	Hourly Rate: £      Engagement Fee: £
Nature of Activity/Assignment:	Fixed Term Charge: £
	The fixed term charge is a single fee for the whole Contract which is payable in instalments, per clause 3.2
Anticipated Timescale:	Success Fee:
	See clause 3.7 for the basis of the Success Fee
	Payment Terms:

OTHER INFORMATION

## Payment Details

RECEIPT ACKNOWLEDGEMENT
I acknowledge receipt of £..... from the client in respect of the First Payment. A VAT invoice will be issued by RedSky Corporate Services Ltd following receipt of payment. This is not a VAT invoice.
Signed on behalf of RedSky: .....
Method of payment: <input type="checkbox"/> Card <input type="checkbox"/> Electronic Payment <input type="checkbox"/> Cheque

STANDING ORDER PAYMENT DATES	
Amount of 1 <sup>st</sup> Payment:    £	Date of 1 <sup>st</sup> Payment:    / /
Amount of Usual Payment: £	Date of Usual Payment:    / /
Frequency of Payment:	Date of Last Payment:    / /

CREDIT/DEBIT CARD DETAILS			
Card No:	Expires End:	Valid From:	Security:
Name on Card:	Billing Address:		

ACCEPTANCE.	
I confirm the above and that I have read and accept the terms and conditions of this Agreement which are set out on the reverse of this document.	
For Client	For RedSky
Signature:	Signature:
Name:	Name:
Capacity/Position:	Capacity/Position:
Date:	Date:

# Terms and Conditions

## 1. INTRODUCTION/PROVISION OF SERVICES

- 1.1 In consideration of the Client paying the Charges in accordance with this Agreement RedSky Corporate Services Ltd ("RedSky") shall provide the professional services to the Client in accordance with this Agreement.
- 1.2 The purpose of the Terms & Conditions is to set out our understanding of the scope and nature of the Assignment you require this firm to provide and the respective areas of responsibility between yourselves and us.
- 1.3 All the terms of this document are important to the Agreement between us and you should read them carefully before signing the this document and returning it to us.

## 2. SCOPE OF THE ENGAGEMENT

- 2.1 Where our role is to assist the Client to raise finance for their business, this will include some or all of the following:
  - Assist you in the preparation of a funding proposal, to be made available to prospective financiers. This will include:
    - advising you on the form and content of the funding proposal;
    - assisting you in editing the proposal; and
    - assisting you to prepare financial projections from information provided by you if appropriate.
  - Advice on the most appropriate funding structure;
  - Identification of suitable potential financiers and introducing the proposal to them;
  - Assisting you to present the business, the funding proposal and the opportunity to them;
  - Facilitating meetings and discussions with prospective financiers and assisting you to negotiate terms with them;
  - Assisting you to select a preferred financier (if more than one);
  - Managing the due diligence enquiries of the financier; and
  - Managing the financing transaction through to completion.
- 2.2 You will be fully and solely responsible for the accuracy of the information contained in the funding proposal. We cannot be held responsible for the accuracy of the contents or for the consequences of actions taken by any parties as a result of the information provided.
- 2.3 It must be emphasised that the financial projections, for which you are solely responsible, necessarily depend on subjective judgement and they are subject to substantial inherent uncertainties.
- 2.4 You acknowledge that we do not provide any guarantees or assurances as to the success or satisfactory outcome of using the business plan or the economic, financial or other results, which may be obtained as a result of using it.
- 2.5 We are not required to carry out any audit work or independently verify information given to us. Prior to the finalisation of the business plan we will require confirmation from you as to the accuracy, completeness and content of the information provided.
- 2.6 We will not carry out investment activities which fall within the Financial Services and Markets Act 2000. We will not advise specifically on any collective investment scheme, readily disposable investment or packaged product, or on providers of those products, or other activities prohibited by the Non-exempt Activities Order 2001, issued by the Treasury.
- 2.7 Where our role/Assignment is to provide help and advice as a Business Consultant we will provide the services to the client specified overleaf to our best endeavours.

## 3. CHARGES & PAYMENT

- 3.1 Our fees which remain subject to our standard terms and conditions for carrying out this engagement are detailed overleaf and are exclusive of Value Added Tax or any other taxes subject to UK tax legislation which will also be charged where applicable. An invoice will be raised for the amount due on completion of the funding/finance raising transaction for immediate payment or at a point in the Assignment determined by RedSky.
- 3.2 The Client acknowledges that the Fixed Term Charge is a single fee for the Services as set out on the face of the Agreement and payable within 14 days of the commencement date. At RedSky's discretion this may be payable in instalments on the following basis; A percentage of the Fixed Term Charge is payable on the Commencement Date and the balance is payable in equal monthly instalments.
- 3.3 All RedSky invoices are due and payable on fourteen days credit with the exception of funding success fees which are payable immediately upon completion.
- 3.4 Payment of all Charges, expenses and other payments (including any Additional Charges) shall be made in full and free from any deductions, rights of set-off, counterclaims or liens.
- 3.5 In the event of non-payment, we reserve the right to:
  - 3.5.1 Request clients to enter into credit agreements subject to normal commercial rates of interest with professional fee providers who will settle our outstanding invoices. Further details of these arrangements are available on request.
  - 3.5.2 To suspend any further work on your behalf in which case you will be advised in writing.
  - 3.5.3 Payments which are not received by the due date will be considered overdue and RedSky will exercise our statutory right to charge Interest and Compensation in accordance with 'The Late Payment of Commercial Debts (Interest) Act 1998'
- 3.6 You consent to commissions or other benefits being retained by us without our being liable to account to you for any such amounts.
- 3.7 Success Fee:
  - 3.7.1 Where applicable the Client shall pay to RedSky the fee specified overleaf relating to a percentage of the amount of the borrowing facility for arranging finance, payable upon first draw-down of funds by the Client or within 90 days of the acceptance of the offer letter, whichever is the earliest. **Please note that the above fees will not be payable by the Client if the bank/lender pays RedSky a procurement fee of at least the equivalent amount.**
  - 3.7.2 The fee payable under the terms of the Agreement remains due and payable to RedSky by the Client notwithstanding the loan monies, at the instruction of the Client, are released to any company associated with the Client or any nominee of the Client.
  - 3.7.3 If the Client does not accept the finance arranged by RedSky but accepts other finance from the same lender source within 12 months of the date of this Agreement, then the fee payable under Clause 3 hereof, shall be payable by the

Client, in any event, notwithstanding that the loan is arranged on a different property or transaction.

- 3.7.4 The Signature to this document constitutes an irrevocable instruction to the Client's solicitors, to deduct the balance of the fee in Clause 3 due to RedSky, from the loan monies received by him at completion, if not already paid.
- 3.8 RedSky reserve the right to recover Client fees incurred by credit or debit card payments.

## 4. RIGHT TO TERMINATE

- 4.1 You are free to terminate the Assignment at any time before the completion thereof but in this event we reserve the right to recover from you our unvoiced charges plus our unbilled time costs and outlays expended to the date of termination less any amounts already paid by you.
- 4.2 We reserve the right to terminate the Assignment on similar terms in the event that:
  - 4.2.1 material information is not available to us which in our opinion would preclude us from completing the Assignment; or
  - 4.2.2 fundamentally damaging information comes to our attention which in our opinion would preclude us from completing the Assignment; or
  - 4.2.3 information, agreed at the outset of or during the Assignment, to be provided by you is not available or is produced in a timely fashion.

## 5. SOLE CONDUCT

Our agreement to act on your behalf is conditional upon us having sole conduct of all matters within the scope of this Engagement Letter. In the event of failure to comply with this clause, we reserve the right to terminate the Assignment and recover from you our unvoiced charges plus our unbilled time costs and outlays expended to the date of termination less any amounts already paid by you.

## 6. LIMIT OF OUR LIABILITY AND RESPONSIBILITY

- 6.1 We have discussed with you the extent of our liability to you in respect of the professional services described within this Engagement Letter (the "Professional Services").
- 6.2 We have both considered your circumstances and our own, including the fact that we carry insurance to cover the Professional Services.
- 6.3 Having considered these things we have reached a mutual agreement that represents a fair and reasonable maximum limit to our liability.
- 6.4 In reaching this agreement it is also agreed that:
  - 6.4.1 we shall provide the Professional Services having undertaken all reasonable skill and care;
  - 6.4.2 in the event of any claim arising in respect of the Professional Services, you agree that the sum of £500,000 represents the maximum total liability to you in respect of the firm, its partners, consultants and staff.
  - 6.4.3 the maximum total liability referred to above includes all and any claims in respect of breaches of contract, negligence or other legal liability in the supply of the Professional Services, save that it is agreed that, in addition to the liability referred to in 6.4.2 above, any liability for loss in excess of that directly and naturally resulting from such a breach is excluded;
  - 6.4.4 the maximum total liability referred to above shall also include all and any claims for interest and costs;
  - 6.4.5 our work is not to be made available to third parties without our written permission and it is agreed that we accept no responsibility to third parties for any aspect of our Professional Services or work which is made available to them;
  - 6.4.6 we acknowledge that the limit in respect of our total aggregate liability will not apply to any acts, omissions or representations that are in any way criminal, dishonest or fraudulent on the part of the firm, its partners or employees;
  - 6.4.7 you agree that you will not bring any claim of any kind which is included within the subject of the limit contained in this Engagement Letter against any of our employees on a personal basis;
  - 6.4.8 the limit of our liability contained in this Engagement Letter is not affected by any representation, subject to paragraph 6.4.6, whether it is made orally or in writing and whether it is actual or implied.
- 6.5 The provisions of this paragraph 6 shall not operate to exclude or limit any liability which cannot lawfully be excluded or limited.
- 6.6 If you are in doubt about anything in this clause you should take independent legal advice on how it affects your rights.

## 7. Confidentiality

- 7.1 Unless the parties have signed a separate agreement containing more specific provisions in relation to confidentiality (in which case the provisions of such agreement will continue to apply in lieu of this clause), each party will keep any confidential information disclosed by the other secret. Neither party may use or take advantage of such confidential information without the discloser's consent, even after the end of this Agreement. This obligation does not apply to (i) information known to the receiver before disclosure by the other party, or (ii) information which becomes public knowledge without fault on the part of the receiver, or (iii) disclosures made to the extent required by some applicable legal or regulatory requirement.
- 7.2 The exception to the above is that by signing this Agreement the Client provides their formal consent for RedSky to disclose data (including any relevant personal data) relating to the proposed fund-raising exercise or other Engagement to any Bank / Financial Institution or any party deemed appropriate by RedSky.

## 8. Data Protection

All information you provide will remain confidential to RedSky and its suppliers. For sole traders and partnerships this information will be treated specifically in accordance of the terms of the Data Protection Act 1998. Disclosure of some or all of this information to our suppliers is an essential part of the way we provide our services to you. From time to time we may forward information and offers that we believe may be of interest to your business. If you would prefer not to receive them, please advise us.

## 9. Applicable Law and Jurisdiction

Our contract with you is deemed to be made in England and is exclusively subject to English law and the jurisdiction of the English Courts and in a county court local to RedSky.