CONSULTING SERVICES AGREEMENT / V1.0 / 22 JANUARY 2027

A clearer handoff. A defined commitment.

Sales-to-production handoff review

Six weeks to clarify the order handoff at one manufacturing site.

PROFESSIONAL FEE

£24,000

Fixed fee / three milestones
Excluding VAT if applicable

CONSULTANT

Orison Operations

Elliot Shaw · Principal
elliot@orison.example

CLIENT

Calder Vale Instruments

Maya Chen · Operations Director
maya@caldervale.example

TERM

1 February 2027 – 12 March 2027

Reference OO-CVI-27-01 · Both organisations and all participants are fictional. Terms continue on pages 2–5; unsigned execution area on page 6.

01 / SCOPE AND RESPONSIBILITIES

The work we are agreeing.

01 / Diagnose the handoff

Review the release of standard instrument orders from sales to production at the Calder Vale North works. Examine the order brief, technical clarification, planned release and ownership of exceptions. Include one product family: CV Standard. Work is remote, using redacted material.

02 / Produce three named outputs

D1: current-state map, evidence register and baseline note, submitted 19 February. D2: Handoff Decision Brief v1.0, including the recommended release check, measures and control owners. D3: 30-day pilot action register and a 90-minute leadership handover. D2 and D3 are submitted 12 March.

03 / Deliver within a bounded method

Up to six 45-minute stakeholder interviews; one 90-minute mapping workshop; review of up to 40 redacted orders; one 60-minute diagnostic readout; one 90-minute final handover. Materials are delivered as PDF plus editable tables. One consolidated revision round per deliverable is included.

04 / Exclusions

No second site or additional product family; no ERP configuration, software build, automation deployment, supplier selection, regulatory certification or ongoing operational management. No guarantee of savings, throughput or error elimination. Site travel and training delivery are outside scope unless changed in writing.

05 / Client inputs and authority

Maya Chen provides the sample, process documents and named interviewees by 3 February. The client appoints one reviewer, provides consolidated comments and confirms access rights. The client remains responsible for production release, product quality and all commercial commitments.

02 / COMMERCIAL TERMS AND REVIEW

Fees with a clear basis.

06 / Timeline and dependencies

Services run from 1 February to 12 March 2027. Discovery runs 1–12 February; the diagnostic is submitted 19 February; design and validation run 22 February–5 March; final handover is 12 March. A client delay does not silently extend scope. The parties document the impact and agree revised dates before affected work proceeds.

07 / Fees and invoice triggers

The fixed professional fee is £24,000, excluding VAT if applicable. M1 is £9,600 after kickoff and confirmation of the delivery slot; M2 is £9,600 after written acceptance of D1; M3 is £4,800 after written acceptance of D2 and D3 and completion of the handover. M1 is an allocation of the fixed fee, not an additional deposit. No time-based surcharge is implied.

08 / Payment and review

Each correctly issued invoice is due 14 calendar days after issue. Raise any invoice query promptly with the disputed line and reason; pay undisputed amounts when due. Expenses require prior written approval and are charged at documented cost. The baseline fee assumes no travel or expenses. No automatic debit, milestone detector or payment collection is authorised by this plan.

09 / Acceptance

Within five business days of a submission, Maya accepts in writing or identifies a material departure from the agreed output. The consultant corrects agreed departures without an extra fee and resubmits for a further five-business-day review. Silence, a download or attendance is not acceptance. New preferences or scope are considered under the change process. A business day is Monday to Friday excluding public holidays in England.

03 / CONFIDENTIALITY, RIGHTS AND RESPONSIBILITY

Protect the work and its use.

10 / Confidential information

Each party protects information received from the other that is confidential by nature or marking, uses it only for this engagement and shares it only with people who need it and owe equivalent duties. These duties do not cover information already lawfully known, independently developed or lawfully public. Required disclosures are limited to what the law requires, with advance notice where permitted. The duties continue for three years after the engagement ends.

11 / Data and security

Only aggregated or redacted material is in scope. Do not provide passwords, payment details, special-category data or live customer records. If personal-data processing becomes necessary, pause that activity until the parties agree roles, a suitable processing agreement and safeguards. Use access-controlled storage, notify the other party promptly of a suspected incident, and return or delete supplied working material within 30 days of completion, except records required by law.

12 / Ownership and reuse

The client retains its data and existing materials. The consultant retains pre-existing methods, know-how and generic tools. Once the relevant fees are paid, the client owns the bespoke final deliverables and receives a perpetual, non-exclusive licence to embedded consultant material necessary to use them for its business. The consultant may reuse general know-how, but not client confidential information, names or identifiable results without written permission.

13 / Standard of care and limits

The consultant will use reasonable care and skill. Advice depends on the stated evidence and assumptions; the client makes the final operational decisions. Neither party is liable for indirect or consequential loss. Each party’s aggregate liability is limited to the professional fees payable under this engagement. These limits do not restrict liability for fraud, death or personal injury caused by negligence, or any liability that cannot lawfully be limited. Payment obligations and ownership rights remain payable or enforceable as applicable.

04 / CHANGES, EXIT AND GOVERNANCE

When circumstances change.

14 / Change control

Either party may request a change. Before changed work starts, the consultant records the requested difference, fee, schedule impact and revised acceptance criteria. Maya and Elliot must approve it in writing. A request, conversation or draft estimate alone is not authorisation. The base fee remains £24,000 until a change is approved.

15 / Pause and termination

Either party may end the engagement on ten business days' written notice, or for material breach not remedied within ten business days after written notice. The client pays for completed milestones and demonstrable work in progress, allocated against the remaining milestone fee and capped at the total agreed fee; the same work is not charged twice. Unearned prepaid sums are returned within 30 days. The consultant supplies paid-for work and a reasonable handover note.

16 / Disputes and general terms

Named leads first try to resolve a dispute within ten business days of written notice, then consider mediation before proceedings. The proposed governing law is England and Wales, with its courts having jurisdiction. Neither party may assign this agreement without written consent, except by mutual agreement. The consultant is an independent contractor. This document and approved written changes form the agreement; changes require both parties' approval.

17 / Notices and document order

Operational notices and acceptance go to elliot@orison.example and maya@caldervale.example; these reserved addresses are demonstration fixtures. The signed agreement takes precedence over a proposal, a planning companion or email summary. Where a later approved change conflicts with this agreement, only the specifically varied term is replaced.

18 / Before real use

This complete example is fictional, unsigned and not legally reviewed. Replace party identities and notice details, check the commercial assumptions and obtain appropriate review of the terms, liability allocation and jurisdiction. The demonstration does not evidence a client engagement or grant authority to start work.

EXECUTION / COMPLETE AGREEMENT / OO-CVI-27-01

For review.
Not yet agreed.

Signature areas intentionally blank.

This unsigned portfolio copy represents the complete illustrative agreement. No signature, acceptance event or legal approval has been recorded.

Orison Operations

Proposed representative: Elliot Shaw · Principal

Signature — blank

Date — blank

Calder Vale Instruments

Proposed representative: Maya Chen · Operations Director

Signature — blank

Date — blank

Native Practice copies use the platform-owned signing page. This static portfolio sheet is an unsigned display, not a signature control or invitation.