

The Greenhouse Agreement

Contract Particulars

Date of Agreement

The Greenhouse contact details : Richard Raymond, B&LR Consulting,
email: richard.raymond@blrconsulting.co.uk, Tel: 01275 393 559

The Company contact details

The Company representative name

Each company (The Company) by signing this Greenhouse Agreement, unless otherwise agreed in writing, hereby accepts the following Terms and Conditions

1.0 Definitions and Interpretation

1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

The Greenhouse	means B&LR Consulting Ltd
Completed Contract	means an agreement between the Company and a Potential Client for the provision of a Product
Follow-up	means an attempt by the Company to contract a Potential Client using the details supplied by The Greenhouse pursuant to sub-clause 3.2
Introduction	means the Company being introduced to a Potential Client by the method stated at sub-clause 3.2
Product	means any goods, services, goods and services provided from time to time by the Company
Potential Client	means any person who is not an existing client of the Company
Supplier	means any person who enters in to a Completed Contract for the supply of Products, as introduced by the Greenhouse, directly to the Potential Client
Confidential Information	means all business, technical, financial or other information created or exchanged between the parties in the course of the Agreement
Working Day	means any day other than a Saturday, Sunday or bank holiday

1.2 Unless the context otherwise requires, each reference in this Agreement to:

1.2.1 "writing" and any cognate expression, includes a reference to any communication effected by electronic mail, telex, facsimile transmission or similar means;

1.2.2 "this Agreement" is a reference to this Agreement and each of the Schedules, as amended or supplemented at the relevant time;

- 1.2.3 a Schedule is a schedule to this Agreement; and
- 1.2.4 a clause or paragraph is a reference to a Clause of this Agreement (other than the Schedules) or a paragraph of the relevant Schedule.
- 1.2.5 any reference to the parties includes a reference to their respective personal representatives, heirs, successors in title and permitted assignees;
- 1.2.6 any reference to a person includes anybody corporate, unincorporated association, partnership or any other legal entity;
- 1.2.7 words importing the singular number include the plural and vice versa; and
- 1.2.8 words importing any gender include any other gender.

2.0 Appointment of The Greenhouse

- 2.1 The Company appoints The Greenhouse to identify and Introduce to the Company Potential Clients for the Products supplied by the Company, pursuant to the terms and conditions of this Agreement, on a non-exclusive basis.
- 2.2 The Agreement shall commence with effect from the date identified at the start of this document and until this Agreement is terminated in accordance with Clause 10.
- 2.3 The Company shall pay to The Greenhouse a fee for each new client Introduced by them at the rate set out at Clause 5 of this Agreement (“the Fee”).
- 2.4 The Company shall be entitled to supply the Product to clients notwithstanding those clients not having been Introduced to the Company by The Greenhouse.

3.0 Introduction of Potential Clients

- 3.1 The Greenhouse shall use reasonable endeavours to identify and solicit Potential Clients to Introduce to the Company.
- 3.2 The Greenhouse shall introduce Potential Clients to the Company’s Products, make Introductions and shall, if shortlisted and approved by the Potential Clients:
 - 3.2.1 provide the Company, with sufficient contact details to enable the Company to contact the Potential Client, such details to be provided in writing and to include the Potential Client’s full name, address and daytime telephone number plus any other details deemed necessary;
 - 3.2.2 provide the Company with brief details as to what Product(s) in particular the Potential Client requires;
 - 3.2.3 ensure that the Potential Client consents to being contacted by the Company in relation to the supply of the Product; and
 - 3.2.4 ensure that all steps are taken in order for the Company to be able to process the contact details and all other information provided to it by the Introducer in accordance with the Data Protection Act 1998.

3.3 The Greenhouse shall maintain a proper record of Potential Clients Introduced to the Company pursuant to this Agreement and the dates on which such Introductions were made.

4.0 Obligations of the Company

4.1 The Company agrees that it will Follow-up all Introductions made by The Greenhouse with a view to reaching a Completed Contract with the Potential Client. If the Company decides not to contact a Potential Client Introduced to it for any reason, the Company must inform the The Greenhouse at the end of the calendar month in which such decision was made.

4.2 The Company shall maintain a proper record of Introductions, Follow-ups and Completed Contracts for the purpose of accurate payment of fees under Clause 5.

4.3 The Company shall submit to the Greenhouse details of all Completed Contracts for the period identified under clause 5.2

5.0 Fees and Payment

5.1 The Company will pay to The Greenhouse a fee equal to ****%** (plus VAT) of the final contract price (exclusive of any VAT) of the Completed Contract in respect of each Potential Client Introduced; or

5.1.1 The Company will pay to The Greenhouse a fee equal to ****%** (plus VAT) of the final contract price (exclusive of any VAT) of the Completed Contract between a Supplier and the Potential Client Introduced

5.2 Fees under this Agreement shall be payable in respect of each Completed Contract occurring within the **** month** period immediately following the Introduction of the Potential Client to the Company by The Greenhouse

5.3 The Company will pay The Greenhouse the Fee for each Completed Contract by bank transfer on the last Working Day of each calendar month following that calendar month in which the Completed Contract occurred.

5.4 The Greenhouse acknowledges and agrees that, where a client introduced by The Greenhouse subsequently cancels an agreement with the Company which attracted payment of a Fee and for which the Fee has been paid to The Greenhouse, The Greenhouse shall be liable to repay the Fee, pro rata in relation to the amount reimbursed by the Company to the client.

6.0 Relationship of the Parties

6.1 Nothing in this Agreement shall constitute, or be deemed to constitute, a partnership between the parties nor, except as expressly provided, shall it constitute, or be deemed to constitute, any party the agent of any other party for any purpose.

6.2 Subject to any express provisions to the contrary in this Agreement, The Greenhouse shall have no right or authority to and shall not do any act, enter into any contract, make any representation, give any warranty, incur any liability, assume any obligation, whether express or implied, of any kind on behalf of the Company or bind the Company in any way.

7.0 Confidentiality

7.1 The parties agree to keep all Confidential Information in relation to the business of the other confidential during and after the term of the agreement. This will not apply to:

7.1.1 any information which has been published or is in the public domain other than through a breach of this agreement;

7.1.2 information in the possession of the recipient party before the disclosure under this agreement took place;

7.1.3 information obtained from a third party who is free to disclose it;

7.1.4 information which a party is required by law to disclose.

8.0 Non Circumvention

8.1 The Company and The Greenhouse hereby irrevocably agree not to circumvent or attempt to circumvent the provisions of this Agreement, including but not limited to those provisions regarding the calculation and payment of the Fee, and affirm that in every case that they will act with the highest standards of ethics in their dealings with each other.

9.0 Termination

9.1 Either party has the right to terminate this Agreement immediately if the other:

9.1.1 has committed a material breach of this agreement, unless such breach is capable of remedy, in which case the right to terminate immediately will be exercisable if the other party has failed to remedy the breach within 14 days after a written notice to do so; or

9.1.2 becomes insolvent or is the subject of a bankruptcy order.

9.2 No Fee shall accrue for any Introduction of a Potential Client after the date on which this Agreement is terminated. Any Introduction occurring prior to termination which results in a Completed Contract after termination shall accrue a Fee pursuant to Clause 5. The termination of this Agreement shall be without prejudice to any rights which have already accrued to either of the parties under this Agreement.

9.3 Upon Termination of this Agreement any monies owed by the Company to The Greenhouse or vice versa shall be payable immediately.

10.0 Nature of Agreement

- 10.1 This Agreement is personal to the parties and neither party may assign, mortgage, [or] charge (otherwise than by floating charge) [or sub-license] any of its rights hereunder, or sub-contract or otherwise delegate any of its obligations hereunder, except with the written consent of the other party.
- 10.2 This Agreement contains the entire agreement between the parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the parties.
- 10.3 Each party agrees that, in entering into this Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in this Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 10.4 No failure or delay by either party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by either party of a breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.
- 10.5 If any provision of this Agreement is held by any court or other competent authority to be invalid or unenforceable in whole or in part, this Agreement shall continue to be valid as to its other provisions and the remainder of the affected provision.
- 10.6 Any notice or other information required or authorised by this Agreement to be given by either party to the other shall be given by:
 - 10.6.1 delivering it by hand;
 - 10.6.2 sending it by pre-paid registered post; or
 - 10.6.3 sending it by email, facsimile transmission or comparable means of communication to the other party at the address given in Sub-clause 11.4.
- 10.7 Any notice or information given by post in the manner provided by Sub-clause 11.1.2 which is not returned to the sender as undelivered shall be deemed to have been given on the day after the envelope containing it was so posted; and proof that the envelope containing any such notice or information was properly addressed, pre-paid, registered and posted, and that it has not been so returned to the sender, shall be sufficient evidence that the notice or information has been duly given.
- 10.8 Any notice or information sent by email or comparable means of communication shall be deemed to have been duly given on the date of transmission, provided that a confirming copy of it is sent as provided in Sub-clause 11.1.2 to the other party within 24 hours after transmission.
- 10.9 Service of any document for the purposes of any legal proceedings concerning or arising out of this Agreement shall be effected by either party by causing it to be delivered to the other party at its registered or principal office, or to such other address as may be notified to it by the other party in writing from time to time.

11.0 Notices and Service

11.1 Any notice or other information required or authorised by this Agreement to be given by either party to the other shall be given by:

11.1.1 delivering it by hand;

11.1.2 sending it by pre-paid registered post; or

11.1.3 sending it by email, facsimile transmission or comparable means of communication to the other party

11.2 Any notice or information given by post in the manner provided by Sub-clause 11.1.2 which is not returned to the sender as undelivered shall be deemed to have been given on the fifth day after the envelope containing it was so posted; and proof that the envelope containing any such notice or information was properly addressed, pre-paid, registered and posted, and that it has not been so returned to the sender, shall be sufficient evidence that the notice or information has been duly given.

11.3 Any notice or information sent by email or comparable means of communication shall be deemed to have been duly given on the date of transmission, provided that a confirming copy of it is sent as provided in Sub-clause 11.1.2 to the other party at the address within 24 hours after transmission.

11.4 Service of any document for the purposes of any legal proceedings concerning or arising out of this Agreement shall be effected by either party by causing it to be delivered to the other party at its registered or principal office, or to such other address as may be notified to it by the other party in writing from time to time.

This Agreement has been entered in to on the date stated at the beginning of it.

Executed for and on behalf of B&LR Consulting Ltd

Signature

Name : Richard Raymond

Date

Executed for and on behalf of
(The Company Name)

Signature

Name
(The representative of the Company)

Date