

The Nest.

CONSULTANT AGREEMENT

This Agreement is made between:

Bastian and Nelly Ltd trading as THE NEST ("THE NEST", "we", "us")

and

[Consultant Name] ("Consultant", "you")

1. PURPOSE OF THIS AGREEMENT

This Agreement sets out the terms under which the Consultant will:

- Be introduced to clients by THE NEST
- Deliver consultancy services to those clients
- Operate as part of THE NEST network

THE NEST acts as a commercial intermediary, facilitating introductions and managing commercial terms between Consultant and Client.

2. TERM

This Agreement:

- Starts on the date of signature
 - Runs for an initial period of 12 months
 - Continues thereafter unless terminated by either party with 30 days' written notice
-

3. RELATIONSHIP

The Consultant is engaged as an independent contractor.

Nothing in this Agreement creates:

- Employment
- Partnership
- Joint venture

The Consultant has no authority to bind THE NEST or act on its behalf.

The Nest.

4. HOW WORK IS ENGAGED

4.1 THE NEST will introduce potential client opportunities to the Consultant.

4.2 No work will commence unless:

- Scope is agreed in writing
- Fees are agreed in writing
- The client has formally committed to pay

4.3 Each project will be governed by a separate Project Agreement (Schedule) which defines:

- Scope of work
 - Deliverables
 - Timelines
 - Fees
-

5. CONSULTANT OBLIGATIONS

The Consultant agrees to:

- Deliver services with reasonable skill, care and professionalism
- Act in good faith at all times
- Comply with all applicable laws and regulations
- Maintain appropriate qualifications and experience
- Respond to client opportunities within a reasonable timeframe

The Consultant must:

- Follow THE NEST Consultant Playbook (as updated from time to time)
 - Not vary agreed scope, fees or timelines without written approval from THE NEST
 - Keep accurate records of work delivered and time spent
-

6. FEES AND PAYMENT

6.1 All client payments are made to THE NEST.

6.2 THE NEST will:

The Nest.

- Invoice the client
- Collect payment
- Deduct its commission
- Pay the balance to the Consultant

6.3 THE NEST commission is 20% of all fees unless otherwise agreed.

6.4 THE NEST is not liable for unpaid client invoices. However, we will take reasonable steps to recover payment.

6.5 The Consultant may pursue unpaid fees directly with the client if required.

6.6 Payment terms (e.g. deposits, stage payments) will be defined per project.

6.7 No work without approval. The Consultant acknowledges that no work should be undertaken unless THE NEST has confirmed in writing that the project scope, fees, and commercial terms have been agreed and approved with the client.

7. NON-SOLICITATION AND NON-CIRCUMVENTION

The Consultant agrees that:

- During this Agreement and for 12 months after termination, you will not:
 - Work directly or indirectly with any THE NEST client introduced to you
 - Accept or engage in any direct or indirect work outside THE NEST from such clients
- All such work must be contracted through THE NEST

If breached, the Consultant will pay:

- 15% of all related fees as liquidated damages

8. CONFIDENTIALITY

The Consultant must:

- Keep all client and THE NEST information confidential
- Only use information for the purposes of delivering agreed services

This obligation continues for 3 years after termination.

The Nest.

9. INTELLECTUAL PROPERTY

9.1 Client IP remains the property of the client.

9.2 Work created for the client:

- Will be owned by the client unless otherwise agreed

9.3 The Consultant retains ownership of pre-existing IP.

10. LIABILITY AND INSURANCE

The Consultant:

- Is responsible for their own work
- Must take reasonable care in delivery

The Consultant agrees to indemnify THE NEST against:

- Claims arising from negligence
- Breach of this Agreement

The Consultant must maintain appropriate insurance, including:

- Professional indemnity
- Public liability (where applicable)

11. RESTRICTIONS

The Consultant must not:

- Assign or subcontract work without approval
- Enter into agreements with clients outside this framework

The Consultant may present themselves as part of THE NEST network when delivering services, but must not:

- Enter into contractual commitments on behalf of THE NEST
- Vary commercial terms agreed with clients
- Incur liabilities on behalf of THE NEST

without prior written approval.

The Nest.

12. DATA PROTECTION

Both parties agree to comply with:

- UK GDPR
 - Data Protection Act 2018
-

13. TERMINATION

Either party may terminate this Agreement with 30 days' written notice.

THE NEST may terminate immediately if:

- The Consultant breaches this Agreement
- The Consultant acts in a way that may reasonably damage the reputation of THE NEST, its clients, or its network

Existing client projects will continue unless otherwise agreed.

14. DISPUTES

Disputes will be resolved by: 1. Good faith negotiation 2. Mediation (if required) 3. Courts of England and Wales

15. GENERAL

- This Agreement forms the entire agreement between the parties
 - If any clause is unenforceable, the remainder remains valid
 - This Agreement is governed by English law
-

16. SIGNATURES

Signed for and on behalf of THE NEST:

Name: Nicola Perring

Signature: _____

Date: _____

Signed by the Consultant:

The Nest.

Name: _____
Signature: _____
Date: _____

SCHEDULE: PROJECT AGREEMENT TEMPLATE

(To be completed for each project)

Client Name:
Project Scope:
Deliverables:
Timeline:
Consultant Rate:
Estimated Total Fee:
Payment Terms:

End of Agreement