

Co-operative Assistance Network Limited

Contract for Provision of Consultancy and Training on an “as and when” basis

This contract is for **Pre-starts** and **Unincorporated Associations**
contracted **before 31 March 2024** only

This agreement is made on
between
Co-operative Assistance Network Limited (hereinafter known as **CAN**),
whose registered office address is 1-3 Gloucester Road, Bristol BS7 8AA
and

.....
[name of Steering Group or Unincorporated Association]

(hereinafter known as the **Customer**),

1. Scope of the agreement

- This agreement covers provision of consultancy, training and business services by **CAN** to the **Customer**.
- Under this agreement the **Customer** is enabled to purchase hours of consultancy and training at a contract price on an “as and when required” basis from **CAN**.
- Hours can be ordered in advance to meet known requirement by placement of an order for supply in months following the placement of the order. Supply of “ordered in advance” days or hours is guaranteed.
- Hours can be ordered in the case of an emergency. **CAN** will respond to emergency needs as well as is possible. However, supply of hours ordered less than one month in advance cannot be guaranteed and is subject to negotiation.
- Any order placed for consultancy must be for a minimum of 1 hour. **CAN** workers record activity by the tenth (0.1) of an hour and **CAN** only invoices for actual time recorded.
- Development of bespoke training is charged for at a ratio of two hours of development for every delivered hour. In this case the intellectual property of

the training material, training plans etc. become the property of the **Customer**.

- For protection of the environment, work will be delivered electronically where possible.
- Travel time to work to the **Customer**'s base is not charged for where it is possible for **CAN** workers to function (e.g. work on trains using laptops). Downtime and travel costs will be charged where **CAN** workers are traveling under the **Customer**'s instruction for purposes such as meeting their clients, attending meetings or undertaking research.

2. Aims of the agreement

- The agreement aims to ensure that work is carried out expeditiously to the satisfaction of both parties.
- The agreement aims to enable the **Customer** to complete projects by calling on **CAN** consultancy services as and when required.

3. Financial arrangements

- All prices below are exclusive of VAT.
- **Work may be priced either in accordance with an agreement with a third party such as The Reach Fund or as follows:**
- **Consultancy**
 - For each delivered hour a fee of **£72** is payable.
- **Training courses and workshops**
 - For each full day of training delivered a fee of **£720** is payable
 - For each half day of training delivered a fee of **£504** is payable
- If additional support to trainees is part of the programme, that is charged at **£72** per hour
- **Business Services**
 - Where we provide business support services on an ongoing basis, charges are negotiated with the customer using the above rates for guidance. Documents in which those charges are agreed become a part of this contract and should be **attached** hereto.
- Invoices will be issued by **CAN** to the **Customer** for actual hours delivered at the end of each month.

- Invoices will be payable within 14 days.
- Prices are reviewed by **CAN** in October of each year and set for the financial year beginning the following April. Customers are notified of any change in the price as quickly as possible following the October review and reminded that this is a variation of their As and When Contract. The prices given in this particular contract are guaranteed until **31 March 2024**.

4. Quality of supply

- All work supplied to the **Customer** by **CAN** will be undertaken by fully qualified and experienced co-operative and social enterprise development professionals.
- **CAN** operates a fully developed Quality Assurance System.

5. Responsibilities of parties to the agreement

- (a) **CAN** shall at all times operate in accordance with the following:
- (i) The record keeping requirements of the **Customer** and funders of projects (customer to notify prior to work being carried out)
 - (ii) The following policies:
 - [Access Policy](#)
 - [Anti Bribery and Corruption Policy](#)
 - [Code of Conduct](#)
 - [Confidentiality Policy](#)
 - [Customer Care Policy](#)
 - [Customer Complaints Policy and Procedure](#)
 - [Cyber Essentials Compliance Policy](#)
 - [Data Protection Policy](#)
 - [Environmental Policy and Strategy](#)
 - [Equal Opportunities Policy](#)
 - [Policy on Use of Material Copyrighted to Others.](#)
- (b) The **Customer** shall:
- (i) Ensure that the work to be undertaken is clearly stated
 - (ii) Ensure that any maximum time budget for the work is clearly stated
 - (iii) Make available to **CAN** all documents that will assist their work
 - (iv) Arrange for staff to render information and assistance and act supportively

(v) Name a Link Person authorised to place orders with **CAN** under this contract and to whom reports are to be submitted and difficulties reported

(vi) Inform **CAN** in writing or by email when the appointed Link Person is replaced and with whom.

Name of appointed Link Person:

(c) The **Customer** may:

Subscribe to **CAN**'s irregular email newsletters (optional). By providing us with your contact details below you give us permission to add you to our newsletter mailing list. We will never share your contact details with third parties. You may unsubscribe at any time.

First name:

Second name:

Email address:

(d) The **Customer** may:

Allow **CAN** to use the **Customer**'s name in marketing messages (optional).

Permission granted / Permission denied

[please circle or **embolden** one]

6. Insurance

- **CAN** will maintain Professional Indemnity Insurance cover of a minimum of £2 million.
- **CAN** will maintain Public Liability Insurance cover of a minimum of £2 million.

7. Disputes

- The parties will endeavour to deal with disputes quickly and with goodwill in order to ensure that work is completed satisfactorily.
- Any difficulties experienced by the **Customer** should be reported to the **CAN** office as soon as possible addressed to "Continuous Improvement Department". This does not undermine any particular **CAN**-supplied worker involved but ensures they receive immediate help to give best possible service.
- If disputes are not settled to the satisfaction of both parties and the success of the project is jeopardised or invoices not agreed in

full, the parties agree to abide by the advice of an independent arbitrator appointed at the time whose appointment is agreed to by both parties and to share the cost of this service according to the proportion the arbitrator recommends.

Signed on behalf of CAN

.....

Name:Position:

Date:

Signed on behalf of the Customer with joint and several liability*

[* The signatories will have joint and several liability for any debts arising. That is to say, CAN will have the right to pursue any of the signatories for payment and it is up to the signatories how they distribute that debt between them. Effectively, the signatories will be in a partnership even if no written partnership agreement exists between them. Upon incorporation, this contract must be replaced with a new contract with the corporate body.]

At least two signatories are required for this contract to be valid.

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