
CONSULTING AGREEMENT: REPAIRS SATISFACTION MEASUREMENT (WORKED EXAMPLE)

October 03, 2026

CONSULTING AGREEMENT: REPAIRS SATISFACTION MEASUREMENT (WORKED EXAMPLE)

AI-generated draft — for review by qualified counsel. Gixo does not provide legal advice, certify compliance, or replace professional review.

CONSULTING AGREEMENT

Subject Matter: Repairs Satisfaction Measurement

Parties: Larkfield Analytics Ltd and Harbourside Housing Association

Version: Version 1

Date: 01 February 2027

Important Notice: The parties, people, addresses, registration numbers, and email addresses stated in this Agreement are invented. This Agreement is a worked example only and is not a legal document or legal advice.

RECITALS

WHEREAS, Larkfield Analytics Ltd is a company incorporated in England and Wales, with its stated address at Unit 3, Mill Lane, Larkfield, and registration number LA-0044817, acting through Imogen Farrow, Engagement Director.

WHEREAS, Harbourside Housing Association is a nonprofit organisation in England and Wales, with its stated address at 12 Quay Street, Harbourside, and registration number HHA-2209, acting through Tobias Reeve, Director of Operations.

WHEREAS, Harbourside Housing Association wishes to obtain independent consulting services concerning the measurement and reporting of repairs satisfaction.

WHEREAS, Larkfield Analytics Ltd wishes to provide those services on the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows.

1. SCOPE OF SERVICES

Larkfield Analytics Ltd, as the "Consultant", shall provide consulting services to Harbourside Housing Association, as the "Client", concerning repairs satisfaction measurement.

2. Services

The Consultant shall:

1. Review the Client's current repairs satisfaction survey and the data supporting that survey.
2. Recommend a method for measuring repairs satisfaction by contractor.
3. Prepare a reporting approach capable of use by the Client's repairs team and board.

3. Deliverables

The Consultant shall provide recommendations and a reporting approach arising from the Services. The form, analysis, methods, and sequencing of the Services shall remain within the Consultant's professional discretion, subject to the agreed scope and the Client's reasonable requirements.

4. Exclusions

The Services shall not include building software, purchasing software, procuring software, operating software, or running surveys. Any work outside the Services shall require a written agreement between the Parties.

5. Client Dependencies

The Client shall provide the relevant survey data within five working days after the Effective Date. The Client shall also make its operations manager available for two days per week during the Term. The Consultant shall not be responsible for delay or incomplete delivery caused by a failure to meet these dependencies.

6. FEES & PAYMENT

No fee amount, billing frequency, or currency has been agreed in this worked example. The Parties shall agree those commercial terms in writing before the Consultant issues an invoice. Any agreed fee shall be stated in the applicable written agreement and invoice in an expressly identified currency.

Subject to receipt of a valid invoice, the Client shall pay all undisputed invoiced amounts within 30 days of receipt. Each Party shall bear its own banking charges and costs.

If the Client disputes any invoiced amount, the Client shall notify the Consultant in writing within 10 business days after receipt of the invoice. The notice shall state the reasons for the dispute in reasonable detail. The Client shall pay all undisputed portions within the applicable payment period.

The Parties shall seek in good faith to resolve any invoice dispute promptly. Interest on overdue undisputed amounts may accrue only at a commercially reasonable rate agreed by the Parties in writing or otherwise lawfully applicable.

7. EXPENSES

The Consultant shall not incur expenses chargeable to the Client unless the Client has approved those expenses in writing in advance. Any approved expenses shall be supported by reasonable evidence and invoiced separately.

8. INTELLECTUAL PROPERTY

9. Pre-Existing Intellectual Property

Each Party shall retain ownership of its Pre-Existing Intellectual Property. "Pre-Existing Intellectual Property" means intellectual property rights, materials, tools, methods, templates, processes, data, documentation, software, know-how, and other materials owned or developed by a Party independently of this Agreement.

The Consultant's Pre-Existing Intellectual Property includes its general tools, methodologies, analytical approaches, templates, know-how, and reusable materials. Nothing in this Agreement shall transfer ownership of the Consultant's Pre-Existing Intellectual Property to the Client.

10. Work Product

"Work Product" means the reports, recommendations, reporting approach, and other tangible materials created specifically by the Consultant for the Client in performing the Services. Subject to the Client's payment of all undisputed fees properly due, the Consultant hereby assigns to the Client all right, title, and interest in the Work Product, including present and future intellectual property rights.

To the extent that any Consultant Pre-Existing Intellectual Property is incorporated into the Work Product, the Consultant grants the Client a perpetual, non-exclusive, royalty-free, non-transferable licence to use that incorporated material solely as necessary to use the Work Product for the Client's internal purposes.

11. Moral Rights

To the extent permitted by law, the Consultant shall procure that any individual author of the Work Product waives any moral rights in the Work Product. This waiver shall apply to the Client and any person authorised by the Client.

12. CONFIDENTIALITY

"Confidential Information" means all information disclosed by or on behalf of one Party, the "Disclosing Party", to the other Party, the "Receiving Party", in written, oral, electronic, visual, or other form, that is confidential by nature or marked or identified as confidential. Confidential Information includes business, operational, financial, technical, survey, contractor, customer, and personal information.

Each Receiving Party shall protect the Disclosing Party's Confidential Information using at least the same degree of care that the Receiving Party uses to protect its own confidential information of a similar nature, and no less than reasonable care. Each Receiving Party shall use Confidential Information only for performing or receiving the Services and exercising rights under this Agreement.

Each Receiving Party may disclose Confidential Information to its employees, professional advisers, and affiliates that have a need to know the information for the permitted purpose, provided that those persons are bound by confidentiality obligations no less protective than those in this Section 12.

13. Confidentiality Exclusions

Confidential Information shall not include information that the Receiving Party can demonstrate:

- a. was already in the public domain through no fault of the Receiving Party;
- b. was independently developed by the Receiving Party without use of the Confidential Information;
- c. was already known to the Receiving Party before disclosure by the Disclosing Party; or
- d. was received from a third party without a duty of confidentiality.

14. Compelled Disclosure

If the Receiving Party is required by law, regulation, or court order to disclose Confidential Information, the Receiving Party may make that disclosure. Where legally permitted, the Receiving Party shall give prompt written notice to the Disclosing Party and shall disclose only the portion legally required.

15. Confidentiality Period

The obligations in this Section 12 shall continue during the Term and for three years after the engagement ends.

16. RELATIONSHIP OF PARTIES

The Consultant is an independent contractor and not an employee, worker, agent, partner, fiduciary, or representative of the Client. Nothing in this Agreement shall create an employment relationship, partnership, joint venture, agency, or authority for either Party to bind the other Party.

The Consultant shall determine the manner and means of performing the Services, subject to the scope in Section 1. The Consultant shall be responsible for its own taxes, national insurance contributions, insurance, personnel, and statutory obligations arising from its business activities.

The Consultant shall not be entitled to employee benefits, paid leave, pension contributions, sickness benefits, or other employment-related benefits from the Client.

17. REPRESENTATIONS & WARRANTIES

Each Party represents that it has authority to enter into and perform this Agreement. The Consultant warrants that it shall perform the Services with reasonable skill and care.

Except as expressly stated in this Agreement, neither Party gives any other warranty, condition, or representation, whether express or implied, to the fullest extent permitted by law.

18. LIMITATION OF LIABILITY

Nothing in this Agreement shall limit or exclude either Party's liability for fraud or fraudulent misrepresentation, death or personal injury caused by negligence, or any liability that cannot lawfully be limited or excluded.

Subject to the preceding paragraph, neither Party shall be liable to the other for indirect or consequential loss, loss of profit, loss of opportunity, or loss of anticipated savings arising from this Agreement. This Section 18 shall apply to the fullest extent permitted by law.

19. TERM & TERMINATION

20. Term

This Agreement shall commence on 01 February 2027, the "Effective Date", and shall continue for a fixed term of ten weeks from the Effective Date, unless terminated earlier in accordance with this Section 19.

21. Termination for Cause

Either Party may terminate this Agreement by written notice if the other Party commits a material breach and fails to remedy that breach within 30 days after receiving written notice specifying the breach and the required remedy.

Either Party may terminate this Agreement immediately by written notice if the other Party enters insolvency, administration, liquidation, bankruptcy, dissolution, or an analogous proceeding, except where prohibited by applicable law.

22. Termination for Convenience

Either Party may terminate this Agreement for convenience by giving the other Party 30 days' prior written notice. No termination fee or penalty shall apply.

Following termination, the Client shall pay the Consultant for Services properly performed up to the termination date, subject to Section 6. The Consultant shall deliver to the Client all completed Work Product and all Work Product in progress, subject to payment of all undisputed amounts due.

23. Effect of Termination and Survival

Termination shall be without prejudice to any accrued rights, remedies, obligations, or liabilities. Sections 6, 8, 12, 16, 18, 23, 24, and 13.1 shall survive termination or expiry of this Agreement.

24. NOTICES AND GENERAL PROVISIONS

Any notice under this Agreement shall be in writing and delivered by email to the relevant notice address below, or to any replacement address notified in writing:

Party	Notice Email Address
Larkfield Analytics Ltd	notices@larkfield-analytics.example
Harbourside Housing Association	notices@harbourside-housing.example

If any provision of this Agreement is held invalid, illegal, or unenforceable, that provision shall be modified to the minimum extent necessary to make it valid and enforceable. The remaining provisions shall continue in full force and effect.

This Agreement, including any written agreement concerning fees and any agreed schedules, constitutes the entire agreement between the Parties concerning its subject matter. It supersedes prior discussions, negotiations, and understandings. Nothing in this Agreement shall limit or exclude liability for fraud or fraudulent misrepresentation.

No amendment to this Agreement shall be effective unless made in writing and signed by authorised representatives of both Parties.

25. GOVERNING LAW & DISPUTE RESOLUTION

This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales, excluding conflict of laws rules.

The courts of England and Wales shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement.

26. EXECUTION & SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

Place of Execution: England and Wales

Date of Execution: 01 February 2027

For Larkfield Analytics Ltd	For Harbourside Housing Association
By: _____ Name: Imogen Farrow Title: Engagement Director Date: _____	By: _____ Name: Tobias Reeve Title: Director of Operations Date: _____