

The consulting contract

CONSULTING AGREEMENT

Engagement: Thornbury Credit Union, review of member growth under 35

Between [your agency] (the Consultant) and Thornbury Credit Union (the Client)

Dated: _____

1. WHAT THIS AGREEMENT COVERS

1.1 This agreement governs the engagement described in section 3 and nothing else. Any further engagement needs its own agreement, or an approved change under section 5.

1.2 Where this agreement and anything attached to it disagree, this agreement governs.

2. BACKGROUND

2.1 Thornbury Credit Union runs nine branches with 112 staff and serves 41,000 members.

2.2 Members under 35 have fallen from 22% of the book to 16% over four years, and Thornbury has asked the Consultant to establish why and to recommend what to do about it.

3. THE WORK

3.1 The Consultant will run three workstreams: a review of Thornbury's member and account data for the four years to 31 December; a review of the joining experience in branch and online; and a comparison of Thornbury's rates, fees and products against the four competitors named in schedule A.

3.2 The Consultant will hold eighteen interviews, drawn from the nine branch managers, the head office leadership team, and up to six members introduced by Thornbury.

3.3 The Consultant will spend two days on site, at two branches chosen by Thornbury before the end of week three.

3.4 The Consultant will run two sessions, a working session in week six and a final readout in week eleven, each of ninety minutes, each for the people named in schedule B, up to eight attendees.

3.5 The Consultant will deliver one written report of up to forty pages and the supporting model as a spreadsheet, both in week eleven.

3.6 The Consultant advises. Carrying out anything the report recommends is not part of this engagement.

4. DATES

4.1 The engagement runs for eleven weeks from the start date in schedule C.

4.2 Thornbury will deliver the data extract described in 8.1 by the end of week four.

4.3 Where Thornbury misses a date in section 8, every remaining date in this section moves by the same number of working days.

5. CHANGES

5.1 Anything the Client asks for that section 3 does not name is a change, including work that presents as a small addition to a workstream already running.

5.2 The Client names one person who can approve a change, and one deputy, both in schedule D. Nobody else can approve one, and an approval given in a meeting or on a call takes effect only once that person confirms it in writing.

5.3 The Consultant will price a change in writing within two business days of being asked for it, using the rates in section 6 wherever one applies.

5.4 The approver answers within two business days. Work on a change does not start before that answer.

5.5 An approved change is numbered, attached to this agreement, and effective from the date it is approved. It changes the fee in 7.1, and where it needs more calendar time it changes the dates in section 4.

5.6 Work the Consultant carries out beyond section 3 without an approved change is at the Consultant's own cost.

6. RATES FOR WORK OUTSIDE SECTION 3

6.1 A fourth workstream: \$9,850.

6.2 Each interview beyond the eighteen in 3.2: \$695.

6.3 Each day on site beyond the two in 3.3: \$1,575.

6.4 Each session or readout beyond the two in 3.4: \$2,050.

6.5 Each competitor added to the comparison in 3.1 beyond the four in schedule A: \$2,150.

6.6 Re-running a completed analysis on data delivered after the cutoff in 4.2: \$5,350.

6.7 Anything outside section 3 that no rate above covers: \$225 per hour, quoted under 5.3 before it starts.

6.8 These rates hold for the term of this agreement and for sixty days after the final readout.

7. FEE AND PAYMENT

7.1 The fee for the work in section 3 is \$44,600.

7.2 Payable \$17,840 on signature, \$15,610 on the day of the week six working session, and \$11,150 on delivery of the report.

7.3 Charges under section 6 are invoiced in the month the work is done.

7.4 Invoices are payable within 14 days.

7.5 Travel to Thornbury's own branches is included in 7.1. Travel the Consultant makes anywhere else at Thornbury's request is charged at cost, with receipts.

8. WHAT THORNBURY PROVIDES

8.1 A member and account data extract covering the four years named in 3.1, by the end of week four.

8.2 Introductions to the eighteen interviewees in 3.2, and the calendar time to hold those interviews between weeks two and seven.

8.3 One named contact who answers the Consultant's questions within two business days.

8.4 The branch and online material the review in 3.1 needs, within five business days of a written request.

9. CONFIDENTIALITY AND THE WORK

9.1 Each side keeps the other's confidential information to itself and uses it only for this engagement, for three years from the final readout.

9.2 The report, the model and the recommendations become Thornbury's on payment of the final invoice.

9.3 The Consultant's own methods, frameworks and working files remain the Consultant's. The Consultant may describe this engagement in general terms without naming Thornbury.

9.4 The report is advice. Decisions taken on it are Thornbury's.

10. HOW THE CONSULTANT WORKS

10.1 The Consultant is an independent contractor rather than an employee, and is responsible for its own taxes, insurance and equipment.

10.2 The Consultant holds professional indemnity and general liability cover and will produce certificates on request.

10.3 Neither side is liable to the other for more than the fee in 7.1 plus any approved changes, and neither is liable for the other's lost profit or lost business.

11. ENDING THE ENGAGEMENT EARLY

11.1 Either side may end this agreement on ten business days' written notice.

11.2 Where Thornbury ends it, the Consultant invoices the work done to that date against the stage payments in 7.2 and the rates in section 6, and hands over whatever is finished.

11.3 An approved change already underway is payable in full.

12. SIGNATURES

12.1 This agreement takes effect once both signatures below are dated.

12.2 Signing it accepts sections 3 through 11 as written, including the rates in section 6.

For Thornbury Credit Union: _____ Date: _____

For [your agency]: _____ Date: _____

Schedule A, the four competitors compared in 3.1: _____

Schedule B, the people who attend the sessions in 3.4: _____

Schedule C, the start date: _____

Schedule D, the change approver named in 5.2, and the deputy: _____