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SELF-EMPLOYED CONSULTANT (MEDIUM) - PROVIDER VERSION

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1. Definitions and Interpretations

1.1 In this Agreement, unless otherwise requires:

"Commencement Date" means the date on which the [redacted] shall commence its operations as a company limited by guarantee (i.e. a date which is on or after [redacted]).

“Confidential Information” means information of an individual or company

- a) business systems, finances or projects;
- b) trade secrets;
- c) products or services;
- d) processes or services; or
- e) suppliers or customers;

to which it holds, or in respect of which it holds

“Data Protection Legislation”

Legislation in force from time to time applicable to data protection and not limited to, the UK GDPR (the Regulation of the General Data Protection Act 2018/679), as it forms part of the law of Scotland, and Northern Ireland by the European Union (Withdrawal) Act 2018 (and regulations made under the Privacy and Electronic Communications Regulations 2003 as amended;

“Documents”	<ul style="list-style-type: none"> • Specifications • Designs • Drawings • Manuals • Source Codes
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“Fees” [REDACTED] be paid by Company to Consultant for the Scheduled Services, in accordance with the schedule hereto:

“Intellectual Property”

“Locations”

“Scheduled Services”

“Services”

“Source Code”

"Working Day"

1.2 Unless the context

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1.2.2 a statute or
provision as

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1.3 In this Agreement:

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istered or unregistered trade mark
ght, database right, registered
pplication for any of the foregoing,
technical or commercial
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the Services by the Consultant to
ut in the Schedule hereto;

Services and/or such other
any may reasonably request [in
ant from time to time;

any computer software programs
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g a Sunday or public holiday, or a
sultant has advised the Company
day), consisting of not less than
work exclusive of meal or other

reference in this Agreement to:

ion, includes a reference to any
other electronic means;

e is a reference to that statute or
at the relevant time;

reement or document referred to in
ment or such other agreement or
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s to Sub-Clauses and Paragraphs
ces to Sub-Clauses or Paragraphs
e reference appears.

he parties to the Agreement which
ntity shall be joint and several;

es a reference to their respective
ccessors in title and permitted

ny body corporate, unincorporated
legal entity;

include the plural and vice versa;

- 1.3.5 words imported herein shall have the same meaning as any other gender.
- 1.4 The headings in this Agreement shall be for convenience only and shall not affect its interpretation.
- 2 Appointment of the Consultant**
- 2.1 The Company appoints the Consultant to carry out the Services with effect from the Commencement Date or, if the Consultant terminates the Agreement, until the Termination Date or until this Agreement is terminated in accordance with Clause 7 below.
- 2.2 The Agreement may be renewed by the mutual agreement of the parties in writing.
- 2.3 Any time for performance of the Services shall be as specified in the Schedule hereto. If no time for provision of any Services is specified, the Consultant shall provide the Services in a reasonable time.
- 3 Obligations of the Consultant**
- 3.1 Throughout the period of the Agreement, the Consultant shall:
- 3.1.1 perform the Services;
- 3.1.2 [perform such other duties as the Company may reasonably request;]
- 3.1.3 provide to the Company such advice or information as the Company may reasonably require;
- 3.1.4 carry out (and assist its Assistant engaged by it to carry out) the Services with skill, care and diligence;
- 3.1.5 provide the Services with skill, care and diligence and in accordance with the best practice in the industry or trade;
- 3.1.6 whenever possible, use its own equipment, materials and resources;
- 3.1.5 make itself (and its Assistant engaged by it) available, at reasonable times and upon request, for consultation with the Company for the purposes of such meetings with representatives of the Company as the Company may reasonably require, making such visits (whether to the Company or elsewhere) as [the Company may require] from time to time;
- 3.1.6 unless prevented by circumstances beyond its control, make itself (and its Assistant engaged by it) available to the Company for not less than <<Working Days>> Working Days' per week, as defined in the Agreement, at the Locations specified in the Schedule and Consultant shall agree; and
- 3.1.7 in the case of any illness or other event preventing the Consultant from promptly performing the Services, notify the Company promptly of such event.
- 3.2 The Consultant undertakes that it will:
- 3.2.1 pay all tax and social security contributions and make appropriate PAYE deductions on any payments made to it by the Company.

pursuant to
any Assistan
3.2.2 indemnify th
the relevant
Insurance, F
Services

remuneration the Consultant pays
of any claims that may be made by
company in respect of tax, National
tions or deductions relating to the

4 Fees and Expenses

4.1 During the period of

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4.1.2 such addition
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any VAT chargeable thereon, as
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valid VAT invoice..

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actual payment of
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after they are incur
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correct invoice for
number of days, e.g.
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incurred in the performance of its
enses of travelling between his
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ners, receipts or other evidence of
company may reasonably require.
nsultant within a reasonable time
Insert number of days, e.g. 30>>
particular expense . A valid and
due and payable within <<Insert
ate on which it is delivered by the

4.3 [If the Consultant is
of providing the Se
allowances in respe
time.]

o car on any journey in the course
all pay to the Consultant mileage
pany's standard rate from time to

5 Late Payment

If the Company fails to mak
the date it falls due, without
Consultant, the Consultant

e Consultant under Clause 4 by
ght or remedy available to the

5.1 terminate this Agree
that the Company fa
after receiving writte

notice to the Company provided
ment within <<5>> Working Days
tant giving full particulars of the

payment due and re
Days;

- [illegible]

6 Intellectual Property

¹EITHER

- [6.1 The parties agree that the Consultant shall be responsible for all the Documents specifically produced by or on behalf of the Consultant in connection with or relating to this Agreement shall be the property of the Consultant.
- 6.2 The Company shall ensure that the Consultant take all such steps and execute all such assignments and documents as the Consultant may reasonably require for the purpose of the Intellectual Property vests in and belongs to the Consultant for the purpose of the creation or protection of the Consultant's rights in the Intellectual Property.

²OR

- | | | | | |
|--|----------|--|--|--|
| <p>[6.1 The parties agree that the Consultant shall, on or on behalf of the Company, execute all such assignments, registrations or protection of Intellectual Property in all Documents produced by or on behalf of the Company in connection with or relating to this Agreement shall vest in the Company.</p> | | | | |
| <p>6.2 The Consultant shall, on or on behalf of the Company, take all such steps and execute all such assignments, registrations or protection of Intellectual Property in all Documents produced by or on behalf of the Company in connection with or relating to this Agreement shall vest in the Company.</p> | <p>P</p> | | | |
| <p>6.3 The Consultant warrants that any Documents produced by or on behalf of the Consultant Company in connection with or relating to this Agreement will not infringe rights in Intellectual Property owned by the Company.</p> | | | | |

7 Termination

- 7.1 Either party may terminate this Agreement at any time by giving the other party not less than 30 days' written notice.
- 7.2 The Company may terminate this Agreement with immediate effect by giving written notice to the Contractor if the Contractor is in breach of any of the following:
- 7.2.1 the Contractor commits any breach of the Confidentiality provisions of this Agreement and, in the case of a breach of the Confidentiality provisions, the Contractor does not remedy it within <<21>> days' of receiving written notice of the breach, or
- 7.2.2 the Contractor becomes insolvent or bankrupt or provides the Services;

¹ The first alternative set of wordings favours the Client, and the second alternative set of wordings favours the Contractor, or if he cannot gain his Client's agreement to it,

² See footnote 1.

7.2.3 becomes ba
trustee in ba
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7.3 The Consultant may terminate the Agreement by written notice to the Client if the Client:

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7.3.2 goes into li
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similar actio
the law of ar

7.4 For the purposes of the Act, the Commission is capable of remedying the wrong in all respects.

7.5 The right to terminate shall not prejudice any of the rights of the parties concerned or any of the obligations of the parties.

8 Effects of Termination

Upon the termination of this

8.1 any sum owing by
Agreement shall be

8.2 the Consultant shall not be entitled to any further payment or compensation in respect of the amounts payable on account of the Part C of the Scheme.

8.3 each party shall f
Confidential Inform
return to the other
them in its posses
which contain, recd
party;

8.4 any provision of this Agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof, and no oral or written agreement, understanding or arrangement, whether or not made or entered into by the parties, shall be binding on the parties if it is inconsistent with the terms of this Agreement. The termination shall constitute the entire agreement between the parties with respect to the subject matter hereof, and no oral or written agreement, understanding or arrangement, whether or not made or entered into by the parties, shall be binding on the parties if it is inconsistent with the terms of this Agreement.

8.5 except in respect of
obligation to the other

9 Confidentiality

Each party to the Agreement shall take the necessary steps to procure that its employees, agents, representatives, Consultants, its Assistants) shall not, without the prior written reason disclose or permit to be made use of the confidential information.

by order made against him, has a
his assets or takes or suffers any
anything analogous occurs under
to the Consultant; or

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y:

ent and, in the case of a breach
remedy it within <<21>> days' of
particulars of the breach and
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has a receiver appointed over a
 s assets or takes or suffers any
 anything analogous occurs under
 o the Company.

3.1, a breach shall be considered
can comply with the provision in
time of performance.

cordance with this Clause 7 shall
ther party in respect of the breach

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ant proportion>>] of the total Fee
up to termination, as prescribed by
g Sub-Clause 7.5, it shall not be
y Part C of the Schedule or any
in respect of such termination;

either directly or indirectly, any shall forthwith destroy, delete or and other materials and copies of in hard copy or electronic form) Confidential Information of the other

expressed to continue in force after
effect; and

party shall be under any further

confidential, and take reasonable
cluding, in the case of the
nd shall not at any time for any
son or otherwise make use of or
tial Information.

10 No Waiver

No failure or delay by either party shall be deemed to be a waiver of any provision of this Agreement or a breach of the same or any

of its rights under this Agreement or a waiver by either party of a breach of the same or any subsequent breach of the same or any

11 Severance

If any provision of this Agreement shall be invalid or unenforceable, the remaining provisions shall remain valid as to its other provisions.

court or other competent authority to the extent that the provision of this Agreement shall continue to be valid as to its other provisions.

12 Entire Agreement

12.1 [Subject to the provisions of the entire agreement, this Agreement shall supersede and replace all previous agreements between the parties.]

[This] OR [This] Agreement contains the entire agreement between the parties and supersedes and replaces all previous agreements between the parties.

12.2 Each party acknowledges that, in entering into this Agreement, it is not relying on any representation or statement of fact except as expressly stated in this Agreement.

to this Agreement, it is not relying on any representation or statement of fact except as expressly stated in this Agreement.

12.3 Without limiting the remedy in respect of a breach of contract, the parties have agreed to have relied in entering into this Agreement and a party's only remedy is for breach of contract. The parties agree that the liability for any fraud or negligence shall be determined by the court.

being, neither party shall have any remedy made to him upon which he may rely and a party's only remedy is for breach of contract. The parties agree that the liability for any fraud or negligence shall be determined by the court.

13 Non – Assignment

This Agreement is personal to the parties and neither party may assign, sub-license any of its rights or obligations under this Agreement.

subject to the provisions of Clause 16] (other than by floating charge), or

14 Notices and Service

14.1 All notices to be given by either party to the other shall be in writing and shall be delivered by hand or by prepaid post or by email.

that by either party to the other shall be in writing and shall be delivered by hand or by prepaid post or by email.

14.1.1 in the case of delivery by hand, the notice shall be delivered personally, at the time of delivery;

personally, at the time of delivery;

14.1.2 in the case of delivery by prepaid post, the notice shall be delivered by prepaid post, 2 business days after the date of posting;

class prepaid post, 2 business days after the date of posting;

14.1.3 in the case of delivery by email, the notice shall be delivered by email and a return email receipt is required.

ent and a return email receipt is required.

14.2 All notices given under this Agreement shall be delivered to the principal office of the Company or to such other address as may be notified in writing from time to time.

or 14.1.2 shall be delivered in the case of the Company to its principal office or in the case of the Consultant to its principal office or to such other address as may be notified in writing from time to time.

14.3 All notices given under this Agreement shall be addressed to the attention of the person named in the notice.

shall be addressed to the attention of the person named in the notice.

EITHER

[the following email address of the Consultant Company: <<insert email address>>] or if the addressee is not known, the email address for the person named in the notice.

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other party of some other email address, then instead to the latest address of the other party.

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16.6.4 Not transfer
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16.6.4.2 Af
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16.6.4.3 Th
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n, providing an adequate level of
personal data so transferred; and

16.6.4.4 Th
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ies with all reasonable instructions
Data Controller with respect to the
data.

16.6.5 Assist the D
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16.6.8 Maintain cor
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the Data Co

ords of all processing activities and
ures implemented necessary to
ause 16 and to allow for audits by
designated by the Data Controller.

16.7 [The Data Processor
the processing of per

ny of its obligations with respect to
ause 16.]

OR

16.7 [The Data Proces
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Clause 16 without
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tract any of its obligations to a
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d). In the event that the Data
a Processor shall:

16.7.1 Enter into a
impose upon

h the subcontractor, which shall
same obligations as are imposed

- upon the Data Protection Obligations of the Data Controller to enforce those obligations; and
- 16.7.2 Ensure that the Consultant complies fully with its obligations under the Data Protection Legislation.]
- 16.8 Either Party may, at any time, terminate this Agreement by giving the other Party <<insert period, e.g. 30 calendar days>> notice, after which the other Party shall replace them with a new team that form part of an approved recruitment scheme. Such terms shall apply to the new team when replaced by a new team.
- 17. Use of Assistants**
- 17.1 In this Agreement, “Assistants” means self-employed persons [or persons employed by the Consultant] who are engaged on the Services by the Consultant and/or any other person. The terms of engagement, if any, is/are set out in Schedule 1 (which shall be a suitable skill and experience).
- 17.2 The Consultant in its discretion may on one or more occasions may substitute any Assistants engaged on the Services or may engage other Assistants engaged on the Services, provided that any Assistants chosen by the Consultant shall have the requisite skills and experience to perform the Services.
- 17.3 The Consultant shall endeavour to avoid or minimise such changes or additions to the Services of the Company beforehand about any persons carrying out the Services. However the Consultant shall provide such substitutes or additions where the Consultant is unduly delayed by absence of any Assistant on notification by the Company (or where such absence is unacceptable or where it is otherwise necessary to make a substitute or addition).
- 17.4 The Company shall not engage any Assistants if in its reasonable opinion they are not of a suitable skill and experience; and
- 17.4.1 only be entitled to make payment to any Assistants.
- 17.4.2 not in any circumstances.
- 18 Status of Consultant and Assistants**
- 18.1 The Consultant warrants that it shall at all times be an independent contractor and not an employee of the Company.
- 18.2 Nothing in this Agreement shall constitute the Consultant or any Assistant/s an employee, agent or representative of the Company and the Consultant and any Assistant/s shall not be entitled to make payment to any Assistants.
- 19 Nature of Engagement**
- 19.1 The Consultant’s Services shall be performed by the Consultant or any Assistant/s engaged by the Consultant to do so. The Consultant shall at all times be exclusively responsible for the provision of the Services and shall not seek to supervise or control the Consultant or any Assistants in the provision of the Services. The Company shall not have any right to do so.
- 19.2 Subject to the provisions of this Agreement, the Consultant shall at all times be exclusively responsible for the provision of the Services and shall be entitled to organise where, when, how, and in what manner the Services are performed by it and any

to ensure that due account is

- 19.3 The engagement under the Agreement shall be such that at any time the Contractor shall be able to provide the services which are required by the Employer and the Contractor can engage other contractors or subcontractors or similar to the Service Provider.

- 19.4 The Consultant is not responsible for the performance of its company or the appointment of the company. The Consultant will not create any mutual company to offer or continuing relations

20 Applicable Law and Jurisdiction

- 20.1 This Agreement shall be governed by the laws of England and

- 20.2 The parties agree the courts of England

IN WITNESS WHEREOF this Agreement has been
before written

SIGNED by

<<Insert name of person signing for and on behalf of <<Insert Company

In the presence of

<<Name & Address of Witness>>

SIGNED by

<<Insert Consultant's name>>

In the presence of

<<Name & Address of Witness>>

mutually non-exclusive that is to say
 Consultants can provide to other clients
 the Services and the Company
 with services which are the same as

Services available except for the
 agreement. The engagement and
 agreement to provide Services does
 not of the Consultant or the
 contract, engagement or services. No
 implied or implied.

construed in accordance with the

[exclusive] [non-exclusive] jurisdiction of

ecuted the day and year first

<<Insert description of the Service>>

B. Time For Completion of Services

<<Insert time in which each of the Services should be completed>>

Scheduled Service			Date that Fees fall due
<<Insert Scheduled Service>>	<<Insert Scheduled Service>>		<<Insert due date for payment>>
<<Insert Scheduled Service>>	<<Insert Scheduled Service>>		<<Insert due date for payment>>
<<Insert Scheduled Service>>	<<Insert Scheduled Service>>		<<Insert due date for payment>>

D. Invoices and Receipts from Consultant

Scheduled Service	Date that Invoices and Receipts from Consultant Due
<<Insert Scheduled Service>>	Date that invoice and receipt due <<Insert Date>>
<<Insert Scheduled Service>>	Date that invoice and receipt due <<Insert Date>>
<<Insert Scheduled Service>>	Date that invoice and receipt due <<Insert Date>>

E. Locations and Premises

<< Insert locations and premises at which the Consultant will perform the Services >>

[Pursuant to Clause 16.4, the following details of personal data, the scope, nature and purpose of the processing of the data are agreed:

<<Insert full details>>]

[Pursuant to Clause 16.6.2, the following details of the technical and organisational measures agreed:

<<Insert full details>>]]