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CONSULTANT (COMPANY) AND EMPLOYER'S AGREEMENT

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<<Country of Registration>> under  
se registered office is at <<insert

<Country of Registration>> under  
se registered office is at] **OR** [of]

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- the business of providing website  
S.  
business of <<insert description>>  
.   
s to the Client subject to the terms

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Otherwise requires, the following

- Otherwise requires, the following

than Saturday or Sunday) on  
are open for their full range of  
insert location>>;

set out in Schedule 2 which the Developer for use in the website;

the other Party, information which is  
by the other Party pursuant to,  
his Agreement (whether orally  
er medium, and whether or not  
essly stated to be confidential

legislation in force from time to time in the United Kingdom applicable to data protection, including, but not limited to, the current EU law version of the General Data Protection Regulation ((EU) 2016/679), the law of England and Wales, and the law of Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018); the Data Protection Act 2018 (and regulations made under it); the Privacy and Electronic Communications Regulations 2003 as amended;

on payable to the Developer  
ned in Clause 5:]

**["Initial Fee"]**

**"Intellectual Property Rights"**

**["Milestone Payment(s)"]**

**"Website"**

**"Consultant"**

**"Work"**

1.2 Unless the context

1.2.1 "writing", and  
communicat  
similar mean

1.2.2 a statute or  
provision as

1.2.3 "this Agree  
Schedules a

1.2.4 a Schedule i

1.2.5 a Clause or  
(other than  
and

1.2.6 a "Party" or

1.3 The headings used  
no effect upon the i

1.4 Words imparting the

1.5 References to any g

payable to the Developer under  
payment of the Milestone

all rights in any patents, trade  
registered designs, applications  
or any of those rights) trade,  
any names, internet domain  
addresses, unregistered trade  
marks, copyrights, database rights,  
signs and inventions;

es, consents, orders, statutes or  
a right in paragraph (a);

or similar effect or nature as or  
(a) and (b) which now or in the  
d

past infringements of any of the

able to the Developer for each  
es set out in sub-Clause 2.4;]

osite which is to be [developed]  
Developer as defined in

whose name is set out in  
ne is set out there, any  
skill and experience nominated  
time to time; and

velopment work and services to  
is Agreement

reference in this Agreement to:

tion, includes a reference to any  
onic or facsimile transmission or

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

this Agreement and each of the  
nted at the relevant time;

ement;

ce to a Clause of this Agreement  
agraph of the relevant Schedule;

parties to this Agreement.

or convenience only and shall have  
ement.

clude the plural and vice versa.

other gender.

## 2. Engagement of the Developer

- 2.1 The Client hereby engages the Developer to develop the Website.
- 2.2 The Client shall provide the Materials to the Developer by <<insert date>> ("the Delivery Date"). If the Client fails to deliver the Materials by the Completion Date and the Materials are not delivered by the Completion Date, the Completion Date shall increment by one Business Day for each day that the Materials are delayed.
- 2.3 The Developer shall provide a deposit by <<insert date>> ("the Deposit Date").
- 2.4 Prior to the Completion Date, the Developer shall [use reasonable endeavours to] comply with the following:
- 2.4.1 Initial planning shall be presented to the Client by <<insert date>>;
- 2.4.2 Design ideas shall be presented to the Client for selection and/or approval by <<insert date>>;
- 2.4.3 Development shall be presented to the Client on the following dates: <<insert date>>, <<insert date>>;
- 2.4.4 The Website shall be presented to the Client for testing by <<insert date>>;
- 2.4.5 <<insert additional dates>> shall be required>>.
- 2.5 The Developer acknowledges that the Client has a legitimate commercial interest in the Website and that the Client should have the Website completed by the Completion Date. Accordingly, in the event that the Developer fails to complete the Website by the Completion Date, a sum of <<insert sum>>] OR [a sum of <<insert sum>>] shall be deducted as liquidated damages from the Developer for each Business Day that the Website is not completed by the Completion Date without prejudice to any right to claim damages or to any further delay.
- 2.6 The Developer shall ensure that the Website is completed competently and with reasonable care.
- 2.7 The Developer shall ensure the rectification of any unsatisfactory work at his own expense.

## 3. Nature of Engagement

- 3.1 The Developer shall be an independent contractor and the Developer's Work shall be carried out using methods and those of any Consultant(s) engaged by the Developer to develop the Website. The Client shall not seek to supervise, direct or control the Developer or any Consultants nor shall the Client have any right to claim damages or to any further delay.
- 3.2 Subject to the provisions of this Agreement, the Developer shall at all times be exclusively responsible for the Website and shall liaise with the Client (or the Client's representative) to ensure that account is taken of the impact of the timing of the Website on the activities of the Client and any other contractors or similar third parties also engaged by the Client.

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the Client.

3.3 The engagement under this Agreement shall be mutually non-exclusive that is to say that at any time the Consultant can provide to other clients services which are similar to the Work and the Client can engage other contractors to provide services which are the same as or similar to the Work.

3.4 The Developer may from time to time substitute any representative for a Consultant or engage any additional Consultant chosen by the Developer to perform the Work. The Developer shall use all reasonable endeavours to avoid or minimise such changes or variations in advance and to take care in advance about any such proposed changes or variations. However, the Developer shall in any event provide such substitute where the provision of the Work is unduly delayed by the Consultant (or its representative) that a delay is necessary to provide such a substitute or where the Consultant is unable or refuses to accept any Consultant suitable due to lack of skills, or experience.

3.5 Whenever possible the Consultant shall use its own equipment, materials and subcontractors to perform the Work.

3.6 The Developer is not responsible for the performance of its obligations under the Agreement. The appointment of the Consultant does not create any mutual obligations between the Client and the Developer to offer or accept any Consultant or to continue the relationship shall be terminated.

#### 4. Status of the Developer

4.1 The Developer shall be an independent contractor and it shall be responsible for all its own taxes or contributions or insurance contributions or similar considerations payable under this Agreement.

4.2 The Developer hereby releases the Client in respect of any claims or damages against the Client in respect of any claims or damages or similar taxes or contributions, including interest and costs, arising out of the Work undertaken by the Developer under this Agreement.

4.3 The Developer shall be responsible for its own expenses and value added tax.

4.4 Nothing in this Agreement shall be construed as creating a partnership, joint venture or agency relationship between the Client and the Developer.

#### 5. Fee

5.1 [In consideration of the Work the Client shall pay to the Developer the [Initial] Fee of £<<insert amount>> per annum <<insert date>>].]

AND/OR

mutually non-exclusive that is to say that at any time the Consultant can provide to other clients services which are the same as or similar to the Work and the Client can engage other contractors to provide services which are the same as or similar to the Work.

on one or more occasions for a Consultant or engage any additional Consultant chosen by the Developer to perform the Work. The Developer shall use all reasonable endeavours to avoid or minimise such changes or variations in advance and to take care in advance about any such proposed changes or variations. However, the Developer shall in any event provide such substitute where the provision of the Work is unduly delayed by the Consultant (or its representative) that a delay is necessary to provide such a substitute or where the Consultant is unable or refuses to accept any Consultant suitable due to lack of skills, or experience.

Developer shall use its own equipment, materials and subcontractors to perform the Work.

services available except for the Work under this Agreement. The engagement and the Work under this Agreement does not create any mutual obligations between the Client and the Developer to offer or accept any Consultant or to continue the relationship shall be terminated.

dependent contractor and it shall be responsible for all its own taxes or contributions or insurance contributions or similar considerations payable under this Agreement.

the Client in respect of any claims or damages against the Client in respect of any claims or damages or similar taxes or contributions, including interest and costs, arising out of the Work undertaken by the Developer under this Agreement.

of its expenses and value added

d to create any partnership, joint venture or agency relationship between the Client and the Developer.

ll pay to the Developer the [Initial] Fee of £<<insert amount>> per annum <<insert date>>].]

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[In consideration of the Work and the Milestone Payments to the Developer]

shall make the following Milestone

5.1.1 The sum of \$

every of the initial planning;

5.1.2 The sum of \$

every of the design ideas;

5.1.3 The sum of \$

every of each development report;

5.1.4 The sum of \$

every of the Website for testing;

5.1.5 The sum of \$

completion of the Website;

5.1.6 <<insert add

quired>>]

5.2 Payment of the [Initial Milestone Payment] shall be made only following completion of the Work and shall be made within <<insert period>> of the Developer's invoice for the same.

stone Payment] shall be made only following completion of the Work and shall be made within <<insert period>> of the Developer's invoice for the same.

Any sums which remain unpaid at the expiry of this period shall incur interest at the rate of <<insert rate>> per annum above the base lending rate of <<insert rate>> per annum, compounded on a daily basis from the date of the invoice until the date of payment of the overdue sum. Any interest due shall be payable with the overdue sum.

Any sums which remain unpaid at the expiry of this period shall incur interest at the rate of <<insert rate>> per annum above the base lending rate of <<insert rate>> per annum, compounded on a daily basis from the date of the invoice until the date of payment of the overdue sum. Any interest due shall be payable with the overdue sum.

5.3 All payments made by the Client shall be expressly exclusive of any value added tax charges.

shall be expressly exclusive of any value added tax charges.

5.4 No further payment shall be made by the Developer in respect of any expenses incurred by the Developer in connection with the Work.

Developer for the Website over and above the entitlement under Clause 5 and, without limitation, no further payment shall be made by the Developer in respect of any expenses incurred by the Developer in connection with the Work.

## 6. Intellectual Property

6.1 Upon receipt in full of the Work, the Client shall be deemed to have assigned to the Developer all copyright and any other Intellectual Property Rights subsisting in the Website shall be deemed to have assigned to the Developer out of Chapter IV of the Copyright, Designs and Patents Act 1988.

all sums due under Clause 5, the Client shall be deemed to have assigned to the Developer all copyright and any other Intellectual Property Rights subsisting in the Website shall be deemed to have assigned to the Developer out of Chapter IV of the Copyright, Designs and Patents Act 1988.

6.2 Following the assignment of the Intellectual Property Rights under the Website for any purpose, the Client shall be free to use the Website for any purpose limited to, the purpose for which the Website was originally intended.

and any and all other Intellectual Property Rights subsisting in the Website for any purpose, the Client shall be free to use the Website for any purpose limited to, the purpose for which the Website was originally intended.

## 7. Developer's Warranties and Indemnities

### Developer's Indemnities

7.1 Any Consultant(s) engaged by the Developer shall be deemed to have assigned to the Developer all copyright and any other Intellectual Property Rights subsisting in the Website shall be deemed to have assigned to the Developer out of Chapter IV of the Copyright, Designs and Patents Act 1988.

and any other Consultant(s) engaged by the Developer shall be deemed to have assigned to the Developer all copyright and any other Intellectual Property Rights subsisting in the Website shall be deemed to have assigned to the Developer out of Chapter IV of the Copyright, Designs and Patents Act 1988.

7.2 The Developer shall be deemed to have assigned to the Developer all copyright and any other Intellectual Property Rights subsisting in the Website shall be deemed to have assigned to the Developer out of Chapter IV of the Copyright, Designs and Patents Act 1988.

reasonable endeavours to ensure that the Website does not infringe any copyright, other Intellectual Property Rights, moral rights, rights of privacy, or rights of publicity, or any other rights of any person.

7.3 The Developer hereby warrants that the Website shall, throughout the full period of copyright, be deemed to have assigned to the Developer all copyright and any other Intellectual Property Rights subsisting in the Website shall be deemed to have assigned to the Developer out of Chapter IV of the Copyright, Designs and Patents Act 1988.

right in the Website shall, throughout the full period of copyright, be deemed to have assigned to the Developer all copyright and any other Intellectual Property Rights subsisting in the Website shall be deemed to have assigned to the Developer out of Chapter IV of the Copyright, Designs and Patents Act 1988.

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- 7.4 The Developer shall not transfer, encumber or otherwise dispose of any right in or to the Client's Materials or the Website to this Agreement, and shall not enter into any agreement which might conflict with the Client's rights under this Agreement or interfere with the Developer's performance of his obligations under this Agreement.
- 7.5 Subject to the provisions of 7.7, in the event of any actions, proceedings, claims (including, without prejudice to the generality of this provision, claims of the Client on a solicitor and own-client basis) against the Developer or the Client on a solicitor and own-client basis) against the Developer's Work or the Website in accordance with this Agreement, the Developer shall indemnify the Client from and against the same.
- 7.6 Subject to the provisions of 7.7, in the event of any actions, proceedings, claims (including, without prejudice to the generality of this provision, claims of the Developer on a solicitor and own-client basis) against the Developer or the Client on a solicitor and own-client basis) against the Developer's Work in accordance with this Agreement, the Client shall indemnify the Developer from and against the same.
- 7.7 The indemnities set forth in 7.5 and 7.6 shall apply only if the indemnified Party:
- 7.7.1 notifies the indemnifying Party immediately in writing upon becoming aware of any claim, demand or costs;
  - 7.7.2 makes no payment or settlement without the indemnifying Party's prior written consent;
  - 7.7.3 makes all relevant documents available to the indemnifying Party upon request;
  - 7.7.4 provides all relevant documents to the indemnifying Party upon request; and
  - 7.7.5 allows the indemnifying Party complete control over any relevant litigation and settlement.

## 8. Client's Warranties

- 8.1 The Client shall use the Client's Materials in a lawful manner and shall not infringe any Intellectual Property Rights, moral rights, rights of privacy, or other rights whatsoever of any person.
- 8.2 The Client hereby warrants that all rights in the Client's Materials shall, throughout the full term of their protection, be valid and subsisting in the Client's Materials [and the provisions of the Berne Convention and/or the Paris Convention].
- 8.3 The Client shall not transfer, encumber or otherwise dispose of any rights of copyright in or to the Client's Materials or the Website except pursuant to this Agreement.

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- 8.4 The Client shall not enter into any agreement or arrangement which might conflict with the Developer's obligations under this Agreement or might interfere with the Developer's obligations under this Agreement.

## 9. Liability

- 9.1 This Clause 9 sets out the liability of the Parties to each other for any breach of the contract, or for any breach of the Work and Website, any untrue representation, statement, or omission (including, but not limited to, negligence and fraud) arising out of or in connection with this Agreement.
- 9.2 Subject to sub-Clause 9.3, the Parties shall be liable to the other, whether in contract, tort (including negligence), or for breach of statutory duty, for loss of goodwill, loss of business opportunity, loss of profit, or any special, indirect or consequential damage suffered by the other Party that arises out of or in connection with this Agreement.
- 9.3 Nothing in this Agreement shall limit the liability of either Party to the other for fraud or fraudulent misrepresentation, death or personal injury, or for deliberate or wilful misconduct, or for breach of statutory duty.
- 9.4 Nothing in this Agreement shall limit the liability of either Party under or in respect of the provisions of Clause 7.
- 9.5 Without prejudice to sub-Clauses 9.2 or 9.3, the total amount payable by the Parties arising out of or in connection with this Agreement (whether in contract, tort (including negligence), restitution, for breach of statutory duty, or otherwise) shall be limited to 100% of the [Fee] or [Payments] paid or payable by the Client under this Agreement, whichever is greater.

## 10. Confidentiality

- 10.1 Both Parties understand and agree that the Confidential Information provided by sub-Clause 10.2 or as otherwise defined shall at all times during the term of this Agreement and for a period of [insert period]>>] after its termination:
- 10.1.1 keep confidential the Confidential Information;
- 10.1.2 not disclose the Confidential Information to any other party;
- 10.1.3 not use any Confidential Information for any purpose other than as contemplated in this Agreement;
- 10.1.4 not make any Confidential Information available in any way or part with possession of any Confidential Information;
- 10.1.5 ensure that its directors, officers, employees, agents, consultants, or any act which, if done by that Party, would constitute a breach of the provisions of this Clause 10.
- 10.2 Subject to sub-Clause 10.1, the Parties may disclose any Confidential Information to:
- 10.2.1 any Consultant or subcontractor;
- 10.2.2 any of their suppliers, or suppliers;
- 10.2.3 any government authority or regulatory body; or

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10.2.4 any of their  
sub-Clauses

10.3 Disclosure under s  
necessary for the p  
law. In each case t  
Confidential Inform  
described in sub-Cl  
a body, the disclos  
written undertaking  
confidential and to  
made.

10.4 Either Party may us  
it to any other party  
knowledge through

10.5 When using or disc  
disclosing Party m  
Confidential Informa

10.6 The provisions of t  
their terms, notwith

## 11. [Data Protection

11.1 All personal data th  
held in accordance  
the Client's and Co

11.2 For complete detai  
retention of person  
which personal data  
Client's and Consu  
sharing (where ap  
[available from <<in

## 12. [Data Processing

12.1 In this Clause 12 a  
controller", "data p  
meaning defined in

12.2 [All personal data t  
subject to this Agre  
a Data Processing  
personal data is pro

**OR**

12.2 [Both Parties shall c  
out in the Data Pro  
provisions of this A  
out in the Data Pro  
those obligations.

12.3 For the purposes of  
this Agreement, the  
"Data Controller".

12.4 The type(s) of pe

r those of any party described in  
3.

made only to the extent that is  
this Agreement, or as required by  
t first inform the recipient that the  
Unless the recipient is a body  
orised employee or officer of such  
and submit to the other Party a  
keep the Confidential Information  
poses for which the disclosure is

Information for any purpose, or disclose  
Information is or becomes public

Information under sub-Clause 10.4, the  
s not disclose any part of that  
knowledge.

continue in force in accordance with  
of this Agreement for any reason.

e will be collected, processed, and  
e Data Protection Legislation and  
er.

ollection, processing, storage, and  
not limited to, the purpose(s) for  
or bases for using it, details of the  
exercise them, and personal data  
o the Developer's Privacy Notice

personal data", "data subject", "data  
al data breach" shall have the  
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Developer on behalf of the Client,  
ed in accordance with the terms of  
the Parties shall enter before any

e data protection requirements set  
her this Clause 12 nor any other  
either Party of any obligations set  
shall not remove or replace any of

islation and for this Clause 12 and  
A Processor" and the Client is the

be, nature and purpose of the

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processing, and the  
to this Agreement.

ing shall be set out in Schedule 4

- 12.5 The Data Controller and notices required by the Processor for the purposes of the processing of personal data.

is in place all necessary consents for the transfer of personal data to the Data Controller pursuant to Schedule 4 to this Agreement.

- ## 12.6 The Data Processor in Relation to its Performance

any personal data processed by it in connection with the transactions under this Agreement:

- 12.6.1 Process the Controller upon request of such person to the Data Controller by law;

the written instructions of the Data Processor is otherwise required to process the Data Processor shall promptly notify the Data Controller unless prohibited from doing so.

- 12.6.2 Ensure that measures (a) data from damage or potential ha current state those meas Data Control the Agreement

able technical and organisational (Controller) to protect the personal data from unlawful processing, accidental loss, destruction or damage. Measures shall be proportionate to the risks, taking into account the nature, scope, context and consequences of the processing and the cost of implementing the measures. The measures to be taken shall be agreed between the Controller and set out in Schedule 4 to the Data Protection Policy.

- 12.6.3 Ensure that processing that personal

to the personal data (whether for  
are contractually obliged to keep

- 12.6.4 Not transfer  
written cons  
conditions a

side of the UK without the prior  
controller and only if the following

- #### 12.6.4.1

/or the Data Processor has/have  
ards for the transfer of personal

- #### 12.6.4.2 A

have enforceable rights and

- ### 12.6.4.3

plies with its obligations under the  
on, providing an adequate level of  
personal data so transferred; and

- #### 12.6.4.4

complies with all reasonable  
ance by the Data Controller with  
of the personal data.

- 12.6.5 Assist the Director to any and all requests for compliance with security, breach with supervisory the Information

the Controller's cost, in responding to subjects and in ensuring its compliance with the Access to Information Legislation with respect to requests, assessments, and consultations with subjects (including, but not limited to, the following):

- 12.6.6 Notify the [redacted]  
breach:

undue delay of a personal data

- 12.6.7 On the Day of the Disposal (the "Disposal Date") the Disposer shall dispose of the Disposed Property in accordance with the terms of the Disposal Agreement.

instruction, delete (or otherwise  
a and any and all copies thereof to

- the Data Controller is required to notify the Data Controller of this Agreement unless it is required to do so by law; and
- 12.6.8 Maintain complete and accurate records of all processing activities and measures implemented necessary to ensure compliance with Clause 12 and to allow for audits by the Data Controller or persons designated by the Data Controller.
- 12.7 [The Data Processor shall ensure that it complies with all of its obligations with respect to the processing of personal data under this Clause 12.]
- OR**
- 12.7 [The Data Processor shall ensure that it complies with all of its obligations to a sub-processor with respect to the processing of personal data under this Clause 12 without the prior written consent of the Data Controller (such consent not to be unreasonably withheld). Where the Data Processor appoints a sub-processor, the Data Processor shall ensure that the sub-processor, which shall be bound by the same obligations as are imposed upon the Data Processor under Clause 12 and which shall permit both the Data Controller and the Data Processor to enforce those obligations; and
- 12.7.1 Enter into a written agreement with the sub-processor, which shall impose upon the sub-processor the same obligations as are imposed upon the Data Processor under Clause 12 and which shall permit both the Data Controller and the Data Processor to enforce those obligations; and
- 12.7.2 Ensure that the sub-processor complies fully with its obligations under applicable data protection legislation.
- 12.8 Either Party may, at any time, terminate this Agreement by giving <<insert period, e.g. 30 calendar days'>> notice, and the other Party shall, upon receipt of such notice, replace the existing provisions of this Agreement, including the processing clauses or similar terms, with the provisions of the new scheme. Such terms shall apply from the date of replacement.]
- 13. Termination**
- 13.1 Either Party may terminate this Agreement at any time without notice and without giving any reason.
- 13.2 Without prejudice to Clause 13.1, this Agreement shall terminate, notwithstanding any notice given, if either Party fails to comply with its obligations and remedies the Parties may agree.
- 13.2.1 either Party may terminate this Agreement if the other Party fails to comply with its obligations within <<insert period, e.g. 30 calendar days'>> of notice of such failure from the other Party; or
- 13.2.2 either Party may terminate this Agreement if the other Party is in liquidation – either voluntary or compulsory – or if the other Party is the subject of a receiver is appointed over the whole or any part of its assets.
- 13.3 The termination of this Agreement shall not prejudice any rights or remedies which have already accrued to either Party under this Agreement.
- 14 Force Majeure**
- 14.1 Neither Party to this Agreement shall be liable for any failure or delay in performing their obligations under this Agreement that is beyond their control. Such causes include, but are not limited to, war, terrorism, strikes, internet service provider failure, industrial action, natural disasters, floods, storms, earthquakes, acts of

- terrorism, acts of war or any other similar or dissimilar event or circumstance.
- 14.2 [In the event that a Party cannot perform their obligations hereunder as a result of a continuous period of <<insert period>>, the other Party may terminate this Agreement by written notice at the discretion of the Party. In the event of such termination, the Parties shall agree to a reasonable payment for all work completed up to the date of termination. The Party shall take into account any prior contractual commitment and shall not be in breach of the Agreement.]
- 15 Nature of the Agreement**
- 15.1 Subject to [the provisions of] Sub-Clause 15.1, the Party may assign, mortgage, sub-license] any of its rights or obligations hereunder without the written consent of the other Party, provided that such consent not to be unreasonably withheld.
- 15.2 [Subject to the provisions of] the entire agreement and may not be modified or amended by any authorised representative of either Party.
- 15.3 Each Party acknowledges that, in entering into this Agreement, it does not rely on any representation or provision except as expressly stated in the conditions, warranties or other terms provided in this Agreement and to the fullest extent permitted by law.
- 15.4 No failure or delay in performance of any obligation under this Agreement shall be deemed to be a waiver of any such obligation.
- 16 Severance**
- The Parties agree that, if any provision of this Agreement is found to be unenforceable, that / those provisions shall be deemed to be severed from the remainder of this Agreement and the remainder shall remain enforceable.
- 17 Notices**
- 17.1 All notices under this Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, the authorised officer of the Party giving the notice.
- 17.2 Notices shall be deemed to have been given:
- 17.2.1 when delivered to the recipient by registered mail;
- 17.2.2 when sent, if a return receipt is generated; or
- 17.2.3 on the fifth business day after mailing, if mailed by national ordinary mail.
- In each case notice shall be deemed to have been given to the most recent address notified to the Party.

## 18 Alternative Dispute Resolution

18.1 Any dispute or difference arising out of or in connection with this Agreement or its subject matter shall be referred to arbitration in accordance with the arbitration agreement agreed upon by the Parties. The arbitrator shall be appointed by the then President of the Institution of Arbitrators. The arbitrator shall have all of the powers conferred upon arbitrators by the Arbitration Act 1996 and the Arbitration (England and Wales) Regulations 2001.

18.2 The Parties hereby agree that the decision of the Arbitrator shall [not] be final and binding on both Parties.

## 19 Law and Jurisdiction

19.1 This Agreement (including any amendments and variations) shall be governed by the law of England and Wales and shall be construed in accordance with the law of England and Wales.

19.2 Subject to the provisions of this Agreement, any dispute, controversy, proceedings or claim between the Parties arising out of or in connection with this Agreement (including any non-contractual matters) shall fall within the jurisdiction of the courts of England and Wales.

**IN WITNESS WHEREOF** this Agreement has been signed and executed the day and year first before written

SIGNED by

<<Name of person signing for the  
DIRECTOR  
for and on behalf of <<Developer's Name>>

In the presence of  
<<Name & Address of Witness>>

SIGNED by

<<Name and Title of person signing  
for and on behalf of <<Client's Name>>

In the presence of  
<<Name & Address of Witness>>

### The Website

<<Insert full details of the Website and the URL by the Developer>>

### Client's Materials

<<Insert full details of the Client's Materials to the Developer>>

### Name of any named Consultant

<<Insert full name of any Consultant or Data Controller>>

Pursuant to Clause 12.4, the following details of the type(s) of personal data, the scope, nature and purpose of the processing and the processing:

<<Insert full details>>]

[Pursuant to Clause 12.6.2, the following details of the technical and organisational measures agreed:

<<Insert full details>>]]

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