

## SHORT CONSULTANCY AGREEMENT (COMPANY)

**Date:** << Insert Date of Agreement >>

### Parties:

(1) <<Insert Company Name>> a company of <<Insert Country>> with company number <<Insert Company Number>> and registered office address is <<Insert Registered Office Address>> (“**The Company**”)

**AND**

(2) <<Insert Company Name>> a company of <<Insert Country>> with company number <<Insert Company Number>> and registered office address is <<Insert Registered Office Address>> (“**The Consulting Company**”)

### 1 Appointment of Consultant

The Company appoints the Consulting Company to provide the Consulting Services to the Company and the Consulting Company agrees to provide the Consulting Services to the Company from time to time upon the following terms and conditions.

### 2 Consulting Services

“Consulting Services” in this Agreement shall mean:

[2.1] [<<Insert the Consulting Services to be carried out by the Consulting Company>>.]

**AND/OR**

[2.2] [such [other] services as the Company and the Consulting Company may agree from time to time in writing as a part of this Agreement (“Agreed Consulting Services”).]

### 3 Duration of the Agreement

This duration of this Agreement shall be from <<Insert Start Date of Agreement>> and shall continue until <<Insert Termination Date>> or until this Agreement is terminated in accordance with Clause 9.

### 4 Consulting Company’s Obligations

For the duration of this Agreement, the Consulting Company shall:

4.1 provide the Consulting Services;

4.2 provide individuals performing the Consulting Services who are employed by the Consulting Company whose name/s is/are set out in Schedule 1, and who shall be replaced by any other person/s nominated by the Consulting Company from time to time provided that any person so nominated shall be adequately and suitably qualified and experienced (“Qualified Persons”);

4.3 ensure that the Engaged Persons shall be engaged for not less than <<Insert minimum number of hours>> hours during each day and for not less than <<Insert minimum number of working days>> working days during each week, and the Company and Consulting Company shall agree from time to time in writing the specific hours and days of engagement;

4.4 ensure that the Consulting Services shall be carried out with reasonable care, skill and diligence;

4.5 provide the Consulting Services to the Company of its ability and in accordance with

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the best practice in  
and

4.6 whenever possible  
equipment, material

## 5 [Fee under Sub-Clause 2.1]

5.1 The Company shall  
for provision of Con  
Sub-Clause 2.1. The  
VAT chargeable on  
with the fee.

5.2 The fee referred to  
applicable VAT ch  
instalments of <<an  
an amount of VAT,

5.3 If a valid and corr  
Company to the Co  
date on which it is a  
Sub-clause 5.3.

5.4 The date on which  
is as follows:

5.4.1 <<Insert inv

5.4.2 <<Insert inv

5.4.3 <<Insert inv

5.4.4 <<continue f

AND/OR

## 6 [Fees under Sub-Clause 2.2]

6.1 The Company shall  
fee>> for each ho  
Agreed Consulting  
exclusive of any va  
shall be added to the

6.2 The fees referred to  
Agreed Consulting  
invoiced (together  
working day of the  
the fees, the invoice

6.3 If a valid and correc  
Consulting Compan  
days after the date

## 7 Expenses

7.1 The Company shall  
out of pocket exper  
its obligations here  
shall provide the C  
payment of such ex

ny's industry, profession or trade;

sulting Company shall use its own  
out the Consulting Services.

company a fee of <<Insert total fee  
e Consulting Services described in  
ny value added tax ("VAT"). Any  
to the fee and payable together

all be invoiced together with any  
<number of instalments>> equal  
>> each. If any instalment includes  
ment must be a valid VAT invoice.

lment is delivered by Consulting  
and payable within 14 days after the  
due to be delivered as specified in

alment of the fee is to be delivered

nt>>

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as necessary>>.]

Company fees of <<Insert hourly  
company spends carrying out the  
Sub-Clause 2.2. These fees are  
Any VAT chargeable on the fees  
ther with the fees.

all hours spent carrying out the  
endar <<week/month>> shall be  
chargeable thereon) on the first  
ek/month>>. If VAT is charged on  
a valid VAT invoice.

r <<week/month>> is delivered by  
all be due and payable within 14

g Company all travelling and other  
bly incurred in the performance of  
request the Consulting Company  
chers or other evidence of actual  
may reasonably require.

7.2 Any expense properly incurred by the Consulting Company in accordance with clause 7.1 shall be invoiced on the first working day of the month following the calendar month in which the expense was incurred. A valid and correct invoice for any expense shall be payable within 14 days after the date on which it is delivered.

## 8 Late Payment

If the Company fails to make payment in accordance with Clauses 5, 6 or 7 by the due date, the Consulting Company shall be entitled to:

8.1 terminate this Agreement if the Company fails to make payment within <<5>> working days after receiving written notice of the particulars of the payment due.

8.2 charge the Company with interest (to be calculated from the due date on the amount due) at the rate of two per cent per annum above the base rate of the Bank of England from time to time, until payment in full is received. Interest shall be treated as a full <<week/month>> payment for the purpose of clause 7.

## 9 Termination

[9.1] [The Company may terminate this Agreement if the Consulting Company fails to provide the Consulting Services by the due date on which the Consulting Services are expected to be complete by that date).]

### AND/OR

[9.2] [Either Party may terminate this Agreement (except in the case of a breach which is capable of being remedied within 21 days) by giving written notice to the other Party.]

## 10 Confidential Information

10.1 Each Party shall at all times procure that its employees, agents, consultants, subcontractors, and any other persons to whom it discloses any information relating to the other Party's business maintain the confidentiality of such information and shall not at any time for any reason disclose such information to any person or make use of or permit the use of such information for any purpose other than the provision of products or services to the other Party.

10.2 Upon termination of this Agreement, the First Party shall deliver to the other Party all copies which have been received by or have been prepared for the purposes of this Agreement.

clause 7.1 shall be invoiced on the first working day of the month following the calendar month in which the expense was incurred. A valid and correct invoice for any expense shall be payable within 14 days after the date on which it is delivered.

to the Consulting Company under this Agreement. The Consulting Company shall be entitled to:

notice to the Company provided that the Company fails to make payment within <<5>> working days' after receiving written notice of the particulars of the payment due.

and after any judgement) from the due date on the amount due of two per cent per annum above the base rate of the Bank of England from time to time, until payment in full is received. Interest shall be treated as a full <<week/month>> payment for the purpose of clause 7.

ent at any time in respect of any breach of this Agreement to in Sub-clause 2.2 by giving the Consulting Company <<21>> days' notice in writing and the Consulting Company shall be expected to be complete by that date).

at with immediate effect by giving written notice to the other Party shall commit any breach of this Agreement (except in the case of a breach which is capable of being remedied it within <<21>> days' after the date on which the breach is expected to be complete by that date).

tial (and take reasonable steps to ensure that such information is kept confidential) and shall not at any time for any reason disclose such information to any person or make use of or permit the use of such information for any purpose other than the provision of products or services to the other Party.

ever reason each Party (the "First Party") shall deliver to the other Party all copies which have been received by or have been prepared for the purposes of this Agreement.

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other reason upon the reasonable opinion of the Consulting Company (or the Company's representative) that it is necessary for the Consulting Company to provide such a service.

13.3 The Company shall not be obliged to accept any Employee/s if in its reasonable opinion the Employee/s are due to lack of adequate or suitable skill, capability or experience.

#### 14 Status of Consulting Company and Tax Indemnity

14.1 The Consulting Company shall be an independent contractor

14.2 Nothing in this Agreement shall require the Consulting Company or any of the Employees to be a partner of the Company and neither the Consulting Company nor the Employees shall hold themselves out as such.

14.3 The Consulting Company shall be responsible for making appropriate PAYE deductions for tax and shall ensure it pays the Employer's National Insurance Company in full or in connection with such deductions.

#### 15 Applicable Law and Jurisdiction

15.1 This Agreement shall be governed by the laws of England and Wales.

15.2 The Parties agree to submit to the jurisdiction of the courts of England and Wales.

#### [16. Data Protection and Data Security]

The provisions of Schedule 2 and 3 shall apply to this Agreement.

**IN WITNESS WHEREOF** this Agreement has been signed and sealed before written

SIGNED by

<<Insert name of person signing for Consulting Company>>

for and on behalf of <<Insert Company Name>>

In the presence of

<<Name & Address of Witness>>

SIGNED by

<<Insert name of person signing for Consulting Company>>

for and on behalf of <<Insert Company Name>>

In the presence of

Company (or the Company's representative) that it is necessary for the Consulting Company to provide such a service or where it is otherwise necessary.

Company shall not be obliged to accept any Employee/s if in its reasonable opinion the Employee/s are due to lack of adequate or suitable skill, capability or experience.

#### Company and Tax Indemnity

Company shall be an independent contractor

Nothing in this Agreement shall require the Consulting Company or any of the Employees to be a partner of the Company and neither the Consulting Company nor the Employees shall hold themselves out as such.

The Consulting Company shall be responsible for making appropriate PAYE deductions for tax and shall ensure it pays the Employer's National Insurance Company in full or in connection with such deductions.

This Agreement shall be construed in accordance with the laws of England and Wales.

The Parties agree to submit to the jurisdiction of the courts of England and Wales.

The provisions of Schedule 2 and 3 shall apply to this Agreement.

executed the day and year first

<<Name & Address of Witness>>

**Employees**

<<Insert full name(s) of employees of the Company>>

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**OR**

- the written instructions of the Data Processor shall promptly notify the Data Controller if it is prohibited from doing so by law;

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- 2.6.2 Ensure that it is protected by appropriate technical and organisational measures (as approved by the Data Controller) to protect the personal data from accidental loss, damage or destruction. Such measures shall take account of the potential harm resulting from such events, the current state of the art in technology and the cost of implementation. Measures to be taken shall be agreed between the Data Controller and the Data Processor and set out in the Annex to the Data Processing Agreement.
- 2.6.3 Ensure that the Data Processor does not disclose the personal data to any third party (whether or not contractually obliged to keep that information confidential) without the prior written consent of the Data Controller, except only if the following conditions are satisfied:
- 2.6.4.1 The Data Processor has/have provided evidence that the third party has/have transferred of personal data;
- 2.6.4.2 Affected third parties have enforceable rights and effective legal remedies available to them;
- 2.6.4.3 The Data Processor has/have complied with its obligations under the Data Protection Act 1998, including providing an adequate level of protection to the personal data transferred; and
- 2.6.4.4 The Data Processor has/have complied with all reasonable instructions given in writing by the Data Controller with respect to the processing of the personal data.
- 2.6.5 Assist the Data Controller, at the Data Controller's cost, in responding to any request from the Data Controller in ensuring its compliance with the Data Protection Act 1998, in respect to security, breach notifications, cooperation with supervisory authorities or requests from the Information Commissioner's Office);
- 2.6.6 Notify the Data Controller without delay of a personal data breach;
- 2.6.7 On the Data Controller's request, delete (or otherwise dispose of) or destroy all copies thereof to the Data Controller and ensure it is required to retain any of the personal data;
- 2.6.8 Maintain complete and accurate records of all processing activities and measures implemented necessary to comply with Clause 2 and to allow for audits by the Data Controller by the Data Controller.
- 2.7 [The Data Processor shall be responsible for ensuring compliance with its obligations with respect to the processing of personal data.]
- OR**
- 2.7 [The Data Processor shall be responsible for ensuring compliance with its obligations to a sub-processor under this Clause 2 without the prior written consent of the Data Controller (which consent not to be unreasonably withheld). In the event that the Data Processor engages a sub-processor, the Data Processor shall:
- 2.7.1 Enter into a Data Processing Agreement with the sub-processor, which shall impose upon the sub-processor the same obligations as are imposed upon the Data Processor by this Clause 2 and shall permit both the Data Processor and the Data Controller to audit the sub-processor's compliance with its obligations; and
- 2.7.2 Ensure that the sub-processor complies fully with its obligations under that Data Processing Agreement.]



2.8 Either Party may, at <insert period, e.g. 30 calendar days>> notice, alter with any applicable applicable certification to this Agreement.]

Pursuant to Clause 2.4 of the scope, nature and purpose of <<Insert full details>>]

[Pursuant to Clause 2.6.2 of measures agreed:<<Insert full

st <insert period, e.g. 30 calendar days>> notice, alter with any applicable applicable certification to this Agreement.]

s out the type(s) of personal data, the nature and purpose of the processing:

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