SHORT CON



Parties:

 (1) <<Insert Company Name>> a number <<Insert Company address>> ("The Company")

AND

(2) <<Insert Company Name>> a number <<Insert Company address>> ("The Consulting

1 Appointment of Consulti

The Company appoints the to the Company and the Services to the Company f and conditions.

2 Consulting Services

"Consulting Services" in thi

[2.1] [<<Insert the Con Company>>.]

AND/OR

[2.2 [such [other] servic agree from time t Consulting Services

3 Duration of the Agreeme

This duration of this Agreer continue until <<Insert Ter accordance with Clause 9.

4 Consulting Company's O

For the duration of this Agr

- 4.1 provide the Consult
- 4.2 provide individuals the Consulting Con Schedule 1, and w person/s nominated that any person so skilled, capable and
- 4.3 ensure that the En <<Insert minimum v less than <<Insert r at such times and shall agree from tim
- 4.4 ensure that the Cor and diligence;
- 4.5 provide the Consult

















(COMPANY)

<<Insert Country>> with company tered office address is <<Insert

<<Insert Country>> with company tered office address is <<Insert

o provide the Consulting Services igrees to provide the Consulting reement upon the following terms

carried out by the Consulting

nd the Consulting Company may tion of this Agreement ("Agreed

ert Date of Agreement>> and shall I this Agreement is terminated in

ompany shall:

g Services who are employed by s whose name/s is/are set out in s is/are set out there, any other npany from time to time provided shall be adequately and suitably es");

b the Company for not less than hours during each day and for not
working days during each week, mpany and Consulting Company

ried out with reasonable care, skill

of its ability and in accordance with

the best practice in and

4.6 whenever possible equipment, material

5 [Fee under Sub-Clause 2.

- 5.1 The Company shall for provision of Con Sub-Clause 2.1. Th VAT chargeable or 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 invo
 - 5.4.2 <<Insert inv
 - 5.4.3 <<Insert invo
 - 5.4.4 <<continue

AND/OR

6 [Fees under Sub-Clause 2

- 6.1 The Company shal fee>> for each how Agreed Consulting exclusive of any vas shall be added to th
- 6.2 The fees referred the Agreed Consulting invoiced (together working day of the the fees, the invoice
- 6.3 If a valid and correct Consulting Compar 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

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ny's industry, profession or trade;

sulting Company shall use its own out the Consulting Services.

ompany 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 nent must be a valid VAT invoice.

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

Iment of the fee is to be delivered

t>>

nt>>

nt>>

as necessary>>.]

Company fees of <<Insert hourly ompany 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 prope first working day of <<week/month>> invoice for any expense on which it is delive

8 Late Payment

If the Company fails to m Clauses 5, 6 or 7 by the du available to the Consulting

- 8.1 terminate this Agre that the Company f after receiving wri particulars of the pa <<5>> working days
- 8.2 charge the Compar due date on the am <<Insert Bank Nam made (a part of a for the purpose of c

9 Termination

[9.1] [The Company may Agreed Consulting Consulting Compar Company shall be Consulting Services date on which the n Services are comple date).]

AND/OR

[9.2] [Either Party may 1 written notice to the this Agreement (exc breach which is cap receiving written no be remedied within

10 Confidential Information

- 10.1 Each Party shall at procure that its emp any time for any re make use of or per Party's business me provision of product attaches confidentia party.
- 10.2 Upon termination of Party") shall deliver copies which have or have been prepa purposes of this Ag

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clause 7.1 shall be invoiced on the /month>> following the calendar /as incurred. A valid and correct yable within 14 days after the date

b the Consulting Company under udice to any other right or remedy g Company shall be entitled to:

notice to the Company provided ment within <<5>> working days' Consulting Company giving full such payment to be made within

nd after any judgement) from the of two per cent per annum above e to time, until payment in full is reated as a full <<week/month>>

ent at any time in respect of any to in Sub-clause 2.2 by giving the days' notice in writing and the es for all hours of those Agreed the Consulting Company by the ether or not the Agreed Consulting e expected to be complete by that

t with immediate effect by giving Party shall commit any breach of er Clause 8) and, in the case of a emedy it within <<21>> days' after s of the breach and requiring it to

tial (and take reasonable steps to keep confidential) and shall not at to be disclosed to any person or ny information relating to the other inances, projects, trade secrets or ers, clients or suppliers, to which it ch it holds an obligation to a third

ever reason each Party (the "First rking papers or other material and the First Party by that other Party either case pursuant to or for the

11 Notice

- 11.1 All notices to be given be in writing and s duly authorised official o
- 11.2 Notices shall be dee
 - 11.2.1 when delive registered m
 - 11.2.2 when sent, it
 - 11.2.3 on the fifth ordinary mai
 - In each case notice address notified to t

12 Nature of Engagement et

- 12.1 The Consulting C methods and those shall at all times b supervise, direct an or control the Cons have any right to do
- 12.2 Subject to the provi all times be exclus where, when, how, but shall liaise with Company's requirer
- 12.3 The engagement ur that at any time the clients services wh and the Company which are the same
- 12.4 The Consulting Control to fulfil its obligated appointment of the this Agreement do Consulting Compartengagement or servimplied.

13 Engagement of Employee

- 13.1 The Consulting Cor may substitute any or engage any ado that any Employee/ suitable skills, capa
- 13.2 The Consulting Co minimise such cha beforehand about carrying out the Co in any event provid Consulting Services

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t by either Party to the other shall en if signed by, or on behalf of, a e notice.

given:

ier or other messenger (including ss hours of the recipient; or

d a return receipt is generated; or

g mailing, if mailed by national

the most recent address or e-mail

Services activities and working aged on the Consulting Services onsulting Company to determine, shall not seek to supervise, direct mployees nor shall the Company

the Consulting Company shall at ganizing and entitled to organise onsulting Services are performed that due account is taken of the

utually non-exclusive that is to say d Employees can provide to other similar to the Consulting Services actors to provide it with services ulting Services.

make its services available except eement. The engagement and provide Consulting Services under al obligations on the part of the fer or accept any further contract, ionship shall hereby be created or

es

cretion on one or more occasions for any Employee/s engaged by it he Consulting Services, provided ing Company have adequate and perform the Consulting Services.

asonable endeavours to avoid or to consult with the Company ange in engagement of persons ver, the Consulting Company shall ddition where the provision of the sence due to incapacity or for any other reason upo representative) that to provide such a su

13.3 The Company shall reasonable opinion skill, capability or ex

14 Status of Consulting Con

- 14.1 The Consulting Cor
- 14.2 Nothing in this Agree Employees to be a the Consulting Con such.
- 14.3 The Consulting Co deductions for tax a it pays the Employ Company in full or connection with suc

15 Applicable Law and Juris

- 15.1 This Agreement sh laws of England and
- 15.2 The Parties agree t the courts of Englar

[16. Data Protection and Data

The provisions of Schedule 2 and

IN WITNESS WHEREOF this Ag before written

SIGNED by

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

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

SIGNED by <<Insert name of person signing fo for and on behalf of <<Insert Com

In the presence of

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Company (or the Company's or where it is otherwise necessary

to accept any Employee/s if in its te to lack of adequate or suitable

and Tax Indemnity

e an independent contractor

Consulting Company or any of the rtner of the Company and neither es shall hold themselves out as

ble for making appropriate PAYE ontributions from the remuneration Company shall compensate the ty which the Company suffers in

construed in accordance with the

ve/ non-exclusive>> jurisdiction of

in the body of this Agreement]

executed the day and year first

<<Name & Address of Witness>>

Employees <<Insert full name(s) of employees



ting Company>>

[1. Data Protection

- 1.1 All personal data that and held in accordan (all applicable legislat data protection and p EU law version of the part of the law of Er section 3 of the Europ (and regulations mad Regulations 2003 as a
- 1.2 For complete details or retention of personal personal data is used rights and how to exe refer to the Consulting

2. [Data Processing

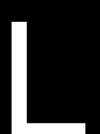
- 2.1 In this Schedule:
 - 2.1.1 **"personal da "personal da** GDPR; and
 - 2.1.2 **"Data Protec** time to time i including, but General Data law of Englan 3 of the Eur 2018 (and re Communicati
- 2.2 [All personal data to Company, subject to of a Data Processir personal data is proce

OR

- 2.2 [Both Parties shall co the Data Protection L Agreement shall relie Legislation and shall
- 2.3 For the purposes o Consulting Company Controller".
- 2.4 The type(s) of person the duration of the pro-
- 2.5 The Data Controller notices required to e for the purposes desc
- 2.6 The Data Processor s to its performance of
 - 2.6.1 Process the Controller un personal dat Controller of









may use will be collected, processed, ne UK's "Data Protection Legislation" e in the United Kingdom applicable to nited to, the UK GDPR (the retained egulation ((EU) 2016/679), as it forms d, and Northern Ireland by virtue of t 2018); the Data Protection Act 2018 vacy and Electronic Communications y's rights thereunder.

s collection, processing, storage, and imited to, the purpose(s) for which for using it, details of the Company's ata sharing (where applicable), please [available from <<insert location>>].]

controller", "data processor", and meaning defined in Article 4 of the UK

all applicable legislation in force from licable to data protection and privacy R (the retained EU law version of the U) 2016/679), as it forms part of the d Northern Ireland by virtue of section Act 2018); the Data Protection Act er); and the Privacy and Electronic nended.

nsulting Company on behalf of the ocessed in accordance with the terms the Parties shall enter before any

ta protection requirements set out in use 2 nor any other provisions of this gations set out in the Data Protection of those obligations.

islation and for this Clause 2, the ", and the Company is the "Data

and purpose of the processing, and the Annex to this Schedule.

n place all necessary consents and personal data to the Data Processor chedule.

rsonal data processed by it in relation this Agreement:

he written instructions of the Data otherwise required to process such essor shall promptly notify the Data hibited from doing so by law;

2.6.2	Ensure that it approved by unauthorised Such measu such events, the cost of i agreed betwe the Annex to
2.6.3	Ensure that a processing p personal data
2.6.4	Not transfer consent of t satisfied:
	2.6.4.1 The suital
	2.6.4.2 Affec reme
	2.6.4.3 The Prote any a
	2.6.4.4 The I adva perso
2.6.5	Assist the Da and all reque Data Protect impact asse regulators (in Office);
2.6.6	Notify the Dat
2.6.7	On the Data return all pers on terminatic personal data
2.6.8	Maintain cor technical ai demonstrate Controller and
	Data Processor
with re written	Data Processor espect to the processent of the event that the
2.7.1	Enter into a upon the sub Processor by and the Data
2.7.2	Ensure that that agreement ar
S.CONS.)1 Consultancy Ag

ical and organisational measures (as protect the personal data from cidental loss, damage or destruction. to the potential harm resulting from rent state of the art in technology and res. Measures to be taken shall be d the Data Processor and set out in

ss to the personal data (whether for contractually obliged to keep that

of the UK without the prior written only if the following conditions are

Data Processor has/have provided fer of personal data;

nforceable rights and effective legal

with its obligations under the Data an adequate level of protection to sferred: and

th all reasonable instructions given in with respect to the processing of the

ontroller's cost, in responding to any d in ensuring its compliance with the ct to security, breach notifications, ns with supervisory authorities or to, the Information Commissioner's

delay of a personal data breach;

on, delete (or otherwise dispose of) or copies thereof to the Data Controller s it is required to retain any of the

rds of all processing activities and ures implemented necessary to e 2 and to allow for audits by the Data y the Data Controller.

of its obligations with respect to the

of its obligations to a sub-processor under this Clause 2 without the prior ent not to be unreasonably withheld). a sub-processor, the Data Processor

e sub-processor, which shall impose ations as are imposed upon the Data shall permit both the Data Processor obligations; and

s fully with its obligations under that slation.]

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2.7

OR 2.7

2.8 Either Party may, at days'>> notice, alter with any applicable applicable certificatio 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 ful



st <<insert period, e.g. 30 calendar ns of this Agreement, replacing them r similar terms that form part of an I apply when replaced by attachment

s out the type(s) of personal data, the ration of the processing:

are the technical and organisational