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SELF-EMPLOYED CONSULTANT (MEDIUM) – CLIENT 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 subject property is sold or transferred (i.e. a date which is on or after the date of the sale or transfer of the subject property);

**“Confidential Information”** means information of an individual or company relating to:

a) business systems, finances or projects;

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<p><b>“Data Protection Legislation”</b></p> <p>means the Data Protection Act 1998 (as amended), the Freedom of Information Act 2000, the Environmental Information Regulations 2004, the Access to Health Records Act 1997, the Access to Personal Health Information Regulations 2002, the Data Protection Act 2018, the Privacy and Electronic Communications Regulations 2003 as amended;</p>	<p>in force from time to time in the United Kingdom, data protection and privacy legislation, including the UK GDPR (the retained EU law version of the General Data Protection Regulation ((EU) 2016/679)), the law of England and Wales, Scotland and Northern Ireland and by virtue of section 3 of the European Union (Withdrawal) Act 2018); the Data Protection Act 2018 (as amended thereunder); and the Privacy and Electronic Communications Regulations 2003 as amended;</p>
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**“Documents”** include inventions, improvements, promotional materials, models, prototypes, programs, sketches, drawings, diagrams, Source Codes and plans;

**“Fees”** means the fees payable by Company to Consultant in connection with the Consulting Services, in accordance with the SOW.

**“Intellectual Property”**

means or unregistered trade mark or service mark, design right, registered design or trademark of the foregoing, any right in the foregoing, any right in commercial information and any other form of intellectual property; or

**“Locations”**

means the locations as set out in the Schedule hereto;

**“Scheduled Services”**

means the services by the Consultant to the Company as set out in the Schedule hereto;

**“Services”**

means the services and/or such other services as requested by the Company in writing request [in writing] of the Consultant;

**“Source Code”**

means the source code of computer software programs in human readable form;

**“Working Day”**

means a day which is not a Saturday or public holiday, or a day on which the Consultant has advised the Company that he shall be absent for more than <<7>> hours of actual working time, after breaks;

- 1.2 Unless the context otherwise requires, a reference in this Agreement to:
- 1.2.1 "writing", and any other means of communication, includes a reference to any other electronic means;
  - 1.2.2 a statute or regulation, is a reference to that statute or regulation in force at the relevant time;
  - 1.2.3 "this Agreement" or "this Agreement or document" referred to in this Agreement or document, means this Agreement or document as amended, supplemented, modified or novated from time to time;
  - 1.2.4 Clauses and Schedules of this Agreement, means references to Clauses and Schedules of this Agreement, and to Sub-Clauses and Paragraphs of this Agreement, and to Sub-Clauses or Paragraphs of this Agreement, as the reference appears.
- 1.3 In this Agreement:
- 1.3.1 all agreements entered into by the parties to the Agreement which shall be joint and several;
  - 1.3.2 any reference to the parties shall be a reference to their respective successors in title and permitted assigns;
  - 1.3.3 any reference to a company shall be a reference to any body corporate, unincorporated association, partnership or other legal entity;
  - 1.3.4 words importing the singular shall include the plural and vice versa;
  - 1.3.5 words importing the masculine gender shall include any other gender.
- 1.4 The headings in this Agreement are 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 <<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 (other than they are Scheduled Services), 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 request;
- 3.1.3 [exercise such powers as may be vested in or given to him by the Company];
- 3.1.4 provide to the Company such written or oral advice or information as the Company may reasonably require;
- 3.1.5 carry out (and assist any Assistant it engages carries out) the Services with skill, care and diligence;
- 3.1.6 provide the Services in a professional manner and in accordance with the standards of the profession or trade;
- 3.1.7 whenever possible, use its own equipment, materials and resources;
- 3.1.8 make itself (and any Assistant engaged by it) available, at reasonable times and upon request, to 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 reasonably require;
- 3.1.9 [unless prevented by circumstances beyond its control,] make itself (and any Assistant engaged by it) available to the Company for not less than <<Working Days>> Working Days' during <<the term of the Agreement>>, at the Locations specified in the Schedule, and the Consultant shall agree; and
- 3.1.10 in the case of any event preventing performance, promptly of such nature as to prevent performance of the Services, notify the Company of such event as soon as possible and that it will:
- 3.2 The Consultant undertakes to:
- 3.2.1 pay all tax and social security contributions and make appropriate arrangements made to it by the Company pursuant to the relevant legislation; and
- 3.2.2 ensure that the remuneration the Consultant pays to any Assistant engaged by it is not less than the remuneration payable to the Assistant by the Company.

3.2.2 indemnify the Company for the relevant costs of Insurance, Professional Fees and Services

of any claims that may be made by the Company in respect of tax, National Insurance or deductions relating to the

## 4 Fees and Expenses

4.1 During the period of the Agreement, the Company shall pay to the Consultant:

the Company shall pay to the Consultant:

4.1.1 the Fees as set out in the Schedule. The Fees are exclusive of VAT. Any VAT chargeable on the Fees shall be added to the Fees. The Fees shall be payable together with the VAT chargeable thereon, as set out in the Schedule, and if any invoice must be a valid VAT invoice;

the Fees as set out in the Schedule. The Fees are exclusive of VAT ("VAT"). Any VAT chargeable on the Fees shall be added to the Fees and payable together with the VAT chargeable thereon, as set out in the Schedule, and if any invoice must be a valid VAT invoice;

4.1.2 such additional amounts as may be agreed between the Consultant and the Company for services rendered in connection with the Services. The amounts shall be payable from time to time to be agreed between the Consultant and the Company from time to time, and shall be payable together with those amounts and payable together with those amounts and payable together with those amounts and payable together with those amounts, the

such additional amounts as may be agreed between the Consultant and the Company, having regard to any services rendered in addition to the Scheduled Services. The amounts shall fall due within a reasonable time to be agreed between the Consultant and the Company from time to time, and shall be payable together with those amounts and payable together with those amounts and payable together with those amounts and payable together with those amounts, as set out in the Schedule, and if any invoice must be a valid VAT invoice..

4.2 The Company shall reimburse the Consultant of pocket expenses incurred by the Consultant in the performance of its obligations hereunder, including but not limited to, his expenses of travelling between his normal place of business and the Locations. For that purpose the Consultant shall submit to the Company, within a reasonable time after the incurring of such expenses, other evidence of such expenses as the Company may reasonably require. The amounts shall be payable within a reasonable time after the incurring of such expenses, no later than <<Insert number of days, e.g. 30>> days. A valid and correct invoice shall be due and payable within <<Insert number of days, e.g. 30>> days by the Consultant to the Company.

The Company shall reimburse the Consultant of all travelling, hotel and other out of pocket expenses incurred in the performance of its obligations hereunder, including but not limited to, his expenses of travelling between his normal place of business and the Locations. For that purpose the Consultant shall submit to the Company, within a reasonable time after the incurring of such expenses, other evidence of such expenses as the Company may reasonably require. The amounts shall be payable within a reasonable time after the incurring of such expenses, no later than <<Insert number of days, e.g. 30>> days. A valid and correct invoice shall be due and payable within <<Insert number of days, e.g. 30>> days by the Consultant to the Company.

4.3 If the Consultant is required to travel on a journey in the course of providing the Services, whether or not such journey is a necessary part of the Services, the Consultant shall be entitled to mileage allowances at the standard rate from time to time.

If the Consultant is required to travel on a journey in the course of providing the Services, whether or not such journey is a necessary part of the Services, the Consultant shall be entitled to mileage allowances at the standard rate from time to time.

## 5 Late Payment

If the Company fails to make payment to the Consultant under Clause 4 by the date it falls due, without any fault or remedy available to the Consultant, the Consultant shall be entitled to terminate this Agreement.

If the Company fails to make payment to the Consultant under Clause 4 by the date it falls due, without any fault or remedy available to the Consultant, the Consultant shall be entitled to terminate this Agreement.

5.1 If the Company fails to make payment to the Consultant under Clause 4 by the date it falls due, without any fault or remedy available to the Consultant, the Consultant shall be entitled to terminate this Agreement.

If the Company fails to make payment to the Consultant under Clause 4 by the date it falls due, without any fault or remedy available to the Consultant, the Consultant shall be entitled to terminate this Agreement.

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5.2 appropriate any pay for the Services (or services supplied under the Agreement with the Consultant) as the Consultant may determine, apportionment by the Consultant.

5.3 charge the Company with the interest on the amount unpaid, at the rate of **<<Insert Bank Name>>** base rate for **<<week/month>>** by reference to the Bank of England rate for calculating such interest.

any to such of the Services (or services supplied under the Agreement with the Company and the Consultant) as the Consultant may determine, notwithstanding any purported

and after any judgement) on the basis of the sum of the interest per annum above **<<Insert Bank Name>>** base rate for **<<week/month>>** by reference to the Bank of England rate for calculating such interest in full is made (a part of a **<<week/month>>** for the purpose of

## 6 Intellectual Property

### <sup>1</sup>EITHER

[6.1 The parties agree that all Intellectual Property in all the Documents specifically produced by or on behalf of the Company in connection with or relating to this Agreement shall vest in the Company.

any in all the Documents specifically produced by or on behalf of the Company in connection with or relating to this Agreement shall vest in the Company.

6.2 The Company shall execute all such assignments and documents as the Consultant may reasonably require to ensure that Intellectual Property vests in and for the benefit of the Consultant or protection of the Consultant's rights in that Intellectual Property.

Consultant take all such steps and execute all such assignments and documents as the Consultant may reasonably require to ensure that Intellectual Property vests in and for the benefit of the Consultant or protection of the Consultant's rights in that Intellectual Property.

### <sup>2</sup>OR

[6.1 The parties agree that all 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.

any in all Documents produced by or on behalf of the Company in connection with or relating to this Agreement shall vest in the Company.

6.2 The Consultant shall execute all such assignments and documents as the Company may reasonably require to ensure that Intellectual Property in all Documents produced by or on behalf of the Company belongs to the Company and for the benefit of the Company or protection of the Company's rights in that Intellectual Property.

Company, take all such steps and execute all such assignments and documents as the Company may reasonably require to ensure that Intellectual Property in all Documents produced by or on behalf of the Company belongs to the Company and for the benefit of the Company or protection of the Company's rights in that Intellectual Property.

6.3 The Consultant hereby agrees to be identified as the author of any work produced pursuant to this Agreement under the Copyright, Designs and Patent Act 1988. The Consultant shall ensure that agents and subcontractors (including subcontractors) do not acquire any right to be identified as the authors of any work produced pursuant to this Agreement.

any rights he may have to be identified as the author of any work produced pursuant to this Agreement under the Copyright, Designs and Patent Act 1988. The Consultant shall ensure that agents and subcontractors (including subcontractors) do not acquire any right to be identified as the authors of any work produced pursuant to this Agreement.

6.4 The Consultant warrants that any Documents produced by or on behalf of the Consultant under this Agreement will not infringe rights in Intellectual Property.

that any Documents produced by or on behalf of the Consultant under this Agreement will not infringe rights in Intellectual Property.

## 7 Termination

7.1 Either party may terminate this Agreement at any time by giving the other party not less than 14 days' written notice.

at any time by giving the other party not less than 14 days' written notice.

7.2 The Company may terminate this Agreement with immediate effect by giving written notice to the Consultant:

with immediate effect by giving written notice to the Consultant:

7.2.1 commits any breach of this Agreement which is capable of being remedied.

ent and, in the case of a breach of this Agreement, remedy it within **<<14>>** days' of

<sup>1</sup> The second alternative set of wordings favoured by the Consultant, but if more appropriate in any case or if it cannot gain the Provider's agreement to it, it may be used.

<sup>2</sup> See footnote 1

	receiving written notice requiring the Consultant to provide the particulars of the breach and	
7.2.2	becomes personally insolvent or providing the Services;	
7.2.3	becomes bankrupt or a trustee in bankruptcy or his assets or takes or suffers any similar action or anything analogous occurs under the law of any jurisdiction to the Consultant; or	
7.2.4	does anything which in the reasonable opinion of the Company may seriously prejudice its business.	
7.3	The Consultant may terminate the Agreement with immediate effect by giving written notice to the Company:	
7.3.1	commits any breach of the Agreement and, in the case of a breach which is capable of remedy, fails to remedy it within <<21>> days' of receiving written notice of the particulars of the breach and requiring the Consultant to remedy it;	
7.3.2	goes into liquidation or <<material/insolvency>> or similar action or anything analogous occurs under the law of any jurisdiction to the Company.	
7.4	For the purposes of this Clause 7.3.1, a breach shall be considered capable of remedy if the Consultant can comply with the provision in question in all respects within the time of performance.	
7.5	The right to terminate the Agreement in accordance with this Clause 7 shall not prejudice any other right of either party in respect of the breach or the Agreement.	
<b>8</b>	<b>Effects of Termination</b>	
	Upon the termination of this Agreement:	
8.1	any sum owing by the Consultant under any provisions of this Agreement shall be payable immediately;	
8.2	the Consultant shall pay to the Company a sum representing a <<proportion>> of the total Fee payable by the Consultant up to termination, as prescribed by Part C of the Schedule. Notwithstanding Sub-Clause 7.5, it shall not be entitled to any further payment or compensation by Part C of the Schedule or any other provision of the Agreement in respect of such termination;	
8.3	each party shall forthwith destroy, delete or otherwise destroy all Confidential Information and shall forthwith destroy, delete or otherwise destroy all Confidential Information and other materials and copies of Confidential Information (in hard copy or electronic form) of the other party;	
8.4	any provision of this Agreement shall continue to be expressed to continue in force after termination shall continue to be in effect; and	
8.5	except in respect of the obligations of the Consultant, no party shall be under any further obligation to the other party.	
<b>9</b>	<b>Confidentiality</b>	
	Each party to the Agreement shall keep confidential, and take reasonable steps to procure that its employees, agents, consultants and subcontractors do so, including, in the case of the	

Consultant, its Assistants) shall not at any time for any reason disclose or permit to be made use of the Confidential Information.

## 10 No Waiver

No failure or delay by either party in exercising its rights under this Agreement shall be deemed to be a waiver by either party of a breach of any provision of this Agreement or to be a waiver of any subsequent breach of the same or any other provision of this Agreement.

## 11 Severance

If any provision of this Agreement is held by a court or other competent authority to be invalid or unenforceable, the remaining provisions 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 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 or other provision of this Agreement.

12.3 Without limiting the remedies available in respect of a breach of contract, neither party shall have any liability for any fraud or other tortious act.

## 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.

## 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 personally or sent by first class prepaid post or by email.

14.1.1 in the case of delivery by first class prepaid post, 2 business days after the date of delivery;

14.1.2 in the case of delivery by email, 2 business days after the date of delivery;

14.1.3 in the case of delivery by email, a return email receipt is generated.

14.2 All notices given under clause 14.1 shall be delivered in the case of the Company to its principal office or in the case of the Consultant, to its [address] or to such other address as may be notified from time to time.

14.3 All notices given under clause 14.1 shall be addressed to

**EITHER**

[the following email address]



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Consultant Company:  
Company: <<insert  
or if the addressee  
address for the pu  
email address so no

s>>

other party of some other email  
e 14.3, then instead to the latest

OR

[the following email  
Consulting Company  
Company: <<insert

s>>

OR

[the most recent em e other party.]

## 15 [Data Protection

The Consultant will only use  
Consultant's <<insert docu  
location(s)>>.]

al information as set out in the  
Notice>> available from <<insert

## 16 [Data Processing

16.1 In this Clause 16 an  
controller", "data pr  
meaning defined in

personal data", "data subject", "data  
data breach" shall have the  
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16.2 [All personal data to  
Company, subject to  
the terms of a Data  
before any persona

consultant on behalf of the  
e processed in accordance with  
into which the Parties shall enter

OR

16.2 [Both Parties shall c  
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provisions of this Ag  
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those obligations.

e data protection requirements set  
er this Clause 16 nor any other  
her Party of any obligations set  
all not remove or replace any of

16.3 For the purposes of  
this Agreement, the  
the "Data Controller

islation and for this Clause 16 and  
a Processor" and the Company is

16.4 The type(s) of p  
processing, and the  
Schedule to this Ag

pe, nature and purpose of the  
ng shall be set out in Part F of the

16.5 The Data Controlle  
and notices require  
Processor for the  
Agreement.

s in place all necessary consents  
nsfer of personal data to the Data  
Part F of the Schedule to this

16.6 The Data Processo  
relation to its perfor

y personal data processed by it in  
ations under this Agreement:

16.6.1 Process the  
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such person  
the Data Co  
by law;

ne written instructions of the Data  
r is otherwise required to process  
ta Processor shall promptly notify  
ng unless prohibited from doing so

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16.6.2 Ensure that appropriate technical and organisational measures (as determined by the Data Controller) to protect the personal data from unlawful processing, accidental loss, damage or destruction, and from disclosure in an unauthorised manner, shall be proportionate to the potential harm from the processing of the data, taking into account the state of the art, the nature of the data and the cost of implementing the measures. The measures shall be agreed between the Data Controller and the Data Processor and set out in Part F of the Schedule to the Agreement.

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16.6.3 Ensure that the Data Processor and any subcontractors who process the personal data (whether or not they are contractually obliged to keep it confidential) shall be bound by the same confidentiality obligations as the Data Controller.

16.6.4 Not transfer personal data outside of the UK without the prior written consent of the Data Controller and only if the following conditions are satisfied:

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16.6.4.1 The Data Processor or the Data Processor has/have implemented appropriate safeguards for the transfer of personal data;

16.6.4.2 Affected data subjects have enforceable rights and effective legal remedies;

16.6.4.3 The Data Processor complies with its obligations under the Data Protection Legislation, providing an adequate level of protection for the personal data so transferred; and

16.6.4.4 The Data Processor complies with all reasonable instructions given by the Data Controller with respect to the processing of the data.

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16.6.5 Assist the Data Controller at the Data Controller's cost, in responding to requests from data subjects and in ensuring its compliance with the Data Protection Legislation with respect to data security, breach notifications, impact assessments, and consultations with supervisory authorities (including, but not limited to, the Information Commissioner's Office);

16.6.6 Notify the Data Controller without undue delay of a personal data breach;

16.6.7 On the Data Controller's instruction, delete (or otherwise dispose of) the personal data and any and all copies thereof to which the Data Controller is not entitled under this Agreement unless it is required to retain the data by law;

16.6.8 Maintain complete and accurate records of all processing activities and the technical and organisational measures implemented necessary to ensure compliance with Clause 16 and to allow for audits by the Data Controller or any other person designated by the Data Controller.

16.7 [The Data Processor shall comply with any of its obligations with respect to the processing of personal data under Clause 16.]

OR

16.7 [The Data Processor shall not subcontract any of its obligations to a third party for the processing of personal data under this Agreement without the prior written consent of the Data Controller (such as may be required by law). In the event that the Data Processor does subcontract any of its obligations to a third party, the Data Processor shall ensure that the third party is bound by the same obligations as the Data Processor under this Agreement.]

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	Processor appoints a Processor shall:
16.7.1	Enter into a subcontract with the subcontractor, which shall impose upon the subcontractor the same obligations as are imposed upon the Data Processor by Clause 16 and which shall permit both the Data Processor and the Data Controller to enforce those obligations; and
16.7.2	Ensure that the subcontractor complies fully with its obligations under the Data Protection Legislation.]
16.8	Either Party may, at any time, on giving <<insert period, e.g. 30 calendar days>> notice, alter the Services by replacing them with other Services that form part of an approved scheme. Such terms shall apply when replaced by a new approved scheme.
<b>17.</b>	<b>Use of Assistants</b>
17.1	In this Agreement, "Assistants" means self-employed] persons [or persons employed by the Company] who are engaged and engaged on the Services by the Company, whether or not any, is/are set out in Schedule 1 and/or any other person with suitable skill and experience).
17.2	The Consultant in its performance of the Services 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 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 to the Company beforehand about any such proposed changes or additions to the Services. However the Consultant shall provide such substitutes or additions where the Consultant is unduly delayed by absence of an 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
17.4.1	only be entitled to engage any Assistants if in its reasonable opinion they have the requisite skills, or experience; and
17.4.2	not in any circumstances make payment to any Assistants.
<b>18</b>	<b>Status of Consultant and Assistants</b>
18.1	The Consultant warrants that it shall at all times be an independent contractor of the Company that it shall at all times be an independent contractor of the Company.
18.2	Nothing in this Agreement shall constitute the Consultant or any Assistant/s an employee, agent or authorised representative of the Company and the Consultant and any Assistant/s shall not be entitled to claim any such status.
<b>19</b>	<b>Nature of Engagement, Responsibility and Control</b>
19.1	The Consultant's Services shall be performed using working methods and those of any Assistant/s engaged on the Services shall at all times be exclusively for the use of the Consultant and the Company shall retain full direct and control. The Company shall not seek to supervise or control the Consultant or any Assistants in the performance of the Services and the Company shall not have any right to do so.

19.2 Subject to the provisions of Article 18, the Company shall be exclusively responsible for the management of the business when, how, and in whatever manner it deems appropriate. The Assistants but shall not be liable for any losses or damages taken of the Company.

19.3 Subject to Sub-Clause 19.2, the Contractor shall provide all services which are mutually non-exclusive under the Agreement, the Contractor shall not engage other contractors or similar to the Services.

19.4 During the period of activities which in the conflict of interest of activities.

19.5 The Consultant undertakes that during the period of <<Insert enforceable>> following the termination of the contract, the Consultant shall not, directly or indirectly, for himself or herself, or in conjunction with any other person, company or organization, solicit or attempt to solicit business from any of the account or in conjunction with any other person, company or organization, company:

### 19.5.1 solicit or ent

19.5.2 without the  
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19.6 The Consultant und

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any other person, fi

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19.7 The Consultant is not responsible for the performance of its duties under the terms of its appointment of the Consultant. The Consultant shall not create any mutual obligations between the Company and the Consultant to offer or provide continuing relations.

## 20 Applicable Law and Juris

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 signed and  
before written

SIGNED by  
<<Insert name of person signing for

the Consultant shall at all times be entitled to organise where, and when, the works are performed by it and any subcontractors, to ensure that due account is taken of the need to protect the

agement under this Agreement is  
any time during the period of this  
nts can provide to other clients  
the Services and the Company  
th services which are the same as

consultant shall not undertake any  
the Company give rise to a  
between the Services and those

during this Agreement, nor during  
 ality clause remains  
 his Agreement, either, on his own  
 f any other person, firm or

any any employee of Company; or  
 knowledge and agreement, solicit or  
 the same nature as the business  
 no at any time within <<2>> years  
 customer of the Company.

during the period of this  
r>> following the termination of  
(consent of the Company) either  
in conjunction with or on behalf of  
aged, concerned or interested in or  
us of <<2>> miles from <<Insert  
region etc>> in the same type of

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

for and on behalf of <<Insert Com

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

SIGNED by  
<<Insert Consultant's name>>

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

<<Insert description of the Service

**B. Time For Scheduled Services**

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

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

**D. Inv chers**

Scheduled Service	at Invoices and Receipts from Consultant Due
<<Insert Scheduled Service>>	te that invoice and receipt due ultant>>
<<Insert Scheduled Service>>	te that invoice and receipt due

<<Insert Scheduled Service>>

sultant>>

date that invoice and receipt due  
sultant>>

<< Insert locations and premises

ses

to perform the Services >>

Pursuant to Clause 16.4, the following details of the nature and purpose of the processing:

) of personal data, the scope, of the processing:

<<Insert full details>>]

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

l and organisational measures

<<Insert full details>>]]