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THIS AGREEMENT is made the

**BETWEEN:**

- (1) <<Insert Company Name>> incorporated in <<Insert Country of incorporation>> with company number <<Insert Company number>> whose registered office address is <<Insert Registered office of Company>> ("the Company") and
- (2) <<Insert Consulting Company Name>> incorporated in <<Insert Country of incorporation>> with company number <<Insert Company number>> whose registered office address is <<Insert Registered office of Consulting Company>> ("the Consulting Company")

**WHEREAS:**

- A. The Company is engaged in <<Insert Company's type of business>>;
- B. The Consulting Company is engaged in <<Insert type of business>> offering consultancy services in relation to <<Insert type of business>> related matters and is willing and able to provide its services during the period contemplated by this Agreement.

**IT IS AGREED** as follows:

**1 Definitions and Interpretation**

1.1 In this Agreement, unless the context otherwise requires: "the Business"

"Commencement Date"

"Confidential Information"

"Data Protection Legislation"

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ed in <<Insert Country of incorporation>> with company number <<Insert Company number>> whose registered office address is <<Insert Registered office of Company>> ("the Company") and

ny incorporated in <<Insert Country of incorporation>> with company number <<Insert Company number>> whose registered office address is <<Insert Registered office of Consulting Company>> ("the Consulting Company")

rt Company's type of business>>;

ffering consultancy services in relation to <<Insert type of business>> related matters and is willing and able to provide its services during the period contemplated by this Agreement.

ise requires:

ferred to above, as carried on by <<Insert type of business>> from time to time during the period of this Agreement.

encement date (i.e. a date which is the commencement date of this Agreement>>;

espect of an individual or a

ods, plans, systems, finances or

ices;

r of those products or services; or customers, or clients;

nfidentiality or in respect of which is disclosed to a third party;

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

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“Documents”

ted to, inventions, improvements, designs, models, prototypes, drawings, manuals, Source Codes

“Fees”

re paid by the Company to the consideration of the Scheduled e with the Schedule hereto;

“Intellectual Property”

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stered or unregistered trade mark ght, database right, registered application for any of the foregoing, technical or commercial her form of protection in that

“Locations and Premises”

nd premises as set out in the

“Scheduled Services”

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the Services by the Consulting any as set out in the Schedule

“Services”

Services and/or such other ny may reasonably request [in g Company from time to time;

“Source Code”

ny computer software program in

“Workers”

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ed, trained and capable the Consulting Company to or the Company, being employees any, or self-employed individuals, to the Consulting Company by any; and

"Working Day"

g a Sunday or public holiday), an <<7>> hours of actual work her breaks.

1.2 Unless the context o

reference in this Agreement to:

1.2.1 "writing", a communic

sion, includes a reference to any other electronic similar means;

1.2.2 a statute o provision a

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

1.2.3 "this Agree in this Agree document from time t

greement or document referred to ement or such other agreement or pplemented, modified or novated Schedules;

1.2.4 Clauses an and to th Paragraphs or Paragra appears.

nces to Clauses and Schedules of eferences to Sub-Clauses and stated, references to Sub-Clauses Schedule in which the reference

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1.3 In this Agreement:

1.3.1 all agreements shall be joint and several;

1.3.2 any reference to their respective personal representatives and assigns;

1.3.3 any reference to any body corporate, unincorporated association, partnership or firm shall include the plural and vice versa;

1.3.4 words importing the masculine gender 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 provide the Services with effect from the Commencement Date until this Agreement terminates.

2.2 The Agreement may be amended by the mutual agreement of the parties in writing.

2.3 Any time for provision of the Services shall be as specified in the Schedule hereto and in the absence of any time for provision of the Services (whether for the Consultant or the Consulting Company) is specified, the Consultant shall provide the Services within a reasonable time.

**3 Obligations of the Consultant**

3.1 Throughout the period of the Agreement the Consultant shall:

3.1.1 provide the Services and ensure that the Workers perform the Services;

3.1.2 ensure that the Workers employed in the provision of the Services are employed in accordance with the laws, techniques and standards applicable to the Services;

3.1.3 ensure that the Workers are provided with the care, skill and diligence and that the Services are provided with the best practice in the profession or trade;

3.1.4 keep detailed records of the Services undertaken in connection with the provision of the Services and make the same available for inspection and/or provide copies thereof at the Company's expense;

3.1.5 ensure that the Workers are available to the Company for not less than <<Insert Number of Days'>> during each week, at the Locations specified in the Schedule from time to time;

3.1.6 not do or cause to be done anything which would constitute a breach of this Agreement;

3.1.7 submit to the Company, in the Company's format in respect of all Workers during each week, an authorised signatory of the Company;

er party to the Agreement which entity shall be joint and several;

es a reference to their respective successors in title and permitted

ny body corporate, unincorporated legal entity;

include the plural and vice versa;

any other gender.

venience only and shall not affect

**Duration**

pany to provide the Services with <<Insert Termination Date>> or in accordance with Clause 7 below.

newed by the mutual agreement of

ervices shall be as specified in the absence. If no time for provision of the Services (whether for the Consultant or the Consulting Company) is specified, the Consultant shall provide the Services within a reasonable time.

Consulting Company shall:

any and ensure that the Workers

als, techniques and standards are applicable to the Services;

rovided with the care, skill and diligence and that the Services are provided with the best practice in the profession or trade;

es undertaken in connection with the provision of the Services and make the same available for inspection and/or provide copies thereof at the Company's expense;

able to the Company for not less than <<Insert Number of Days'>> during each week, at the Locations specified in the Schedule from time to time;

doing of which or the omission of which would constitute a breach of this Agreement;

heets in the Company's format in respect of all Workers during each week, an authorised signatory of the

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3.1.8 comply with [en] instructions of the Company, which may [e].

3.2 The Consulting Company shall engage in the Services [one or more] [all] of the Workers [as set out] in the Schedule.

3.3 [Whether or not the Consulting Company is engaged in the Services, the Consulting Company may, in its discretion engage in the Services [as set out] in the Schedule, provided that it shall have given [reasonable] notice to the Company of their engagement in the Services) of the names and details of the Workers and the Company has not made any reasonable [enquiry] under Sub-Clause 18.3].]

3.4 Where any Worker is employed by the Consulting Company, the Consulting Company shall, with regard to that employed Worker that it shall:

3.4.1 observe and ensure that the employment conditions of that employed Worker shall be in accordance with the terms and conditions of employment of the Consulting Company and shall forthwith, on written demand by the Consulting Company, produce to the Consulting Company a copy of such terms and conditions or any other documents relating thereto.

3.4.2 be responsible for the payment of PAYE deductions for tax and National Insurance contributions from the remuneration it pays to the employed Worker.

3.4.3 indemnify the Consulting Company in respect of all and any such tax, National Insurance contributions which the Consulting Company is liable to pay in connection with the provision of the Services.

3.5 Where any Worker is employed by the Consulting Company but is not employed by it but is engaged by it such that that Worker pays National Insurance contributions from the remuneration he/she receives from the Consulting Company in consideration of him/her providing the Services.

3.6 Where any Worker is engaged directly by the Consulting Company but is engaged by the Consulting Company through an intermediary entity, the Consulting Company shall take all reasonable steps to ensure that, where that Worker is not self-employed, the Consulting Company makes appropriate deductions for tax and National Insurance contributions from the remuneration the Consulting Company pays to the intermediary receiving company in consideration of it providing the Services.

**4 Fees and Expenses**

4.1 During the period of the Services, the Consulting Company shall pay to the Consulting Company:

4.1.1 the Fees as set out in the Schedule. The Fees shall be exclusive of VAT ("VAT"). Any VAT chargeable on the Fees shall be added to the Fees and payable together with the Fees. The invoice shall be issued by the Consulting Company, together with the Fees, and shall include thereon, as prescribed in the Schedule, a copy of the invoice and a valid VAT registration certificate.

4.1.2 such additional charges as may be agreed from time to time to be agreed between the Consulting Company and the Company, having regard to the Services to be provided.

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for any such exp  
reasonable time aft  
days, e.g. 30>> day  
A valid and correct  
<<Insert number of  
by the Consulting C

**5 Late Payment**

If the Company fails to make  
the due date then, without pre  
Company, the Consulting Co

5.1 terminate this Agree  
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particulars of the pa  
<<5>> Working Day

5.2 appropriate any pay  
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due date on the am  
<<Insert Bank Nam  
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for the purpose of c

**6 Intellectual Property**

[6.1 The parties agree th  
or on behalf of the C  
relating to this Agree

6.2 The Company shall  
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Consulting Compan

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ulting Company in addition to the  
al amounts shall fall due within a  
een the Consulting Company and  
d are exclusive of any "VAT". Any  
shall be added to those amounts  
mounts. Those amounts shall be  
company, together with any VAT  
the parties, and if any VAT is so  
invoice for it must be a valid VAT

g Company all travelling and other  
bly incurred in the performance of  
ose the Consulting Company shall  
s, receipts or other evidence of  
company may reasonably require.  
Consulting Company within a  
no later than <<Insert number of  
respect of any particular expense .  
e shall be due and payable within  
er the date on which it is delivered

nsulting Company under Clause 4 by  
remedy available to the Consulting

notice to the Company provided  
ment within <<5>> Working Days'  
ulting Company giving full  
such payment to be made within

pany to such of the Services (or  
t between the Company and the  
pany may think fit  
ent by the Company); and

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

y in all Documents produced by  
cifically in connection with or  
elong to the Consulting Company.

nsulting Company, take all such  
other documents as the  
e to ensure that all the Intellectual  
-Clause 6.1 vests in and belongs  
tration or protection of the  
ual Property.]

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[6.1 The parties agree that the Company, or on behalf of the Company, shall retain all rights in and to all Documents relating to this Agreement.

in all Documents produced by the Company, specifically in connection with or arising out of the Company.

6.2 The Consulting Company shall take all such steps and execute all such documents as the Company may reasonably require to ensure that all the Intellectual Property in and to all Documents referred to in this Agreement shall vest in and belong to the Company and for the protection of the Company's rights in that Intellectual Property.

of the Company, take all such steps and execute all such other documents as the Company may reasonably require that all the Intellectual Property in and to all Documents referred to in this Agreement vests in and belongs to the Company and for the protection of the Company's rights in that Intellectual Property.

6.3 The Consulting Company represents that any Documents produced by or for the Company pursuant to this Agreement will not infringe rights in Intellectual Property owned or controlled by a third party.]

represents that any Documents produced by or for the Company pursuant to this Agreement will not infringe rights in Intellectual Property owned or controlled by a third party.]

**7 Termination**

7.1 Either party may terminate this Agreement at any time by giving the other party not less than 30 days' written notice in writing.

at any time by giving the other party not less than 30 days' written notice in writing.

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

with immediate effect by giving written notice to the Consulting Company:

7.2.1 the Consulting Company commits any breach of this Agreement which is capable of remedy by the Consulting Company receiving written notice requiring the Consulting Company to remedy the breach;

and, in the case of a breach of this Agreement, remedy it within <<21>> days' of receiving written notice of the particulars of the breach and requiring the Consulting Company to remedy the breach;

7.2.2 the Consulting Company becomes personally insolvent;

providing the Services; or

7.2.3 the Consulting Company goes into liquidation or a receiver is appointed over its assets or takes or suffers any similar action under the law of any jurisdiction;

has a receiver appointed over all or any of its assets or takes or suffers any similar action under anything analogous occurs under the law of any jurisdiction to the Consulting Company.

7.3 The Consulting Company may terminate this Agreement by giving written notice to the Company:

this Agreement with immediate effect by giving written notice to the Company:

7.3.1 the Consulting Company commits any breach of this Agreement which is capable of remedy by the Consulting Company receiving written notice requiring the Consulting Company to remedy the breach;

and, in the case of a breach of this Agreement, remedy it within <<21>> days' of receiving written notice of the particulars of the breach and requiring the Consulting Company to remedy the breach;

7.3.2 the Consulting Company goes into liquidation or a receiver is appointed over its assets or takes or suffers any similar action under the law of any jurisdiction;

has a receiver appointed over all or any of its assets or takes or suffers any similar action under anything analogous occurs under the law of any jurisdiction to the Company.

7.4 For the purposes of this Clause 7.2, a breach shall be considered capable of remedy if the Consulting Company can comply with the provision in question in all respects within a reasonable time of performance.

7.3.1, a breach shall be considered capable of remedy if the Consulting Company can comply with the provision in question in all respects within a reasonable time of performance.

7.5 The right to terminate this Agreement in accordance with this Clause 7 shall not prejudice any other rights of either party in respect of the breach concerned or any other breach of this Agreement.

in accordance with this Clause 7 shall not prejudice any other rights of either party in respect of the breach concerned or any other breach of this Agreement.

**8 Effects of Termination**

Upon the termination of this Agreement:

8.1 any sum owing by the Consulting Company to the Company under any provisions of this Agreement shall be payable immediately;

under any provisions of this Agreement shall be payable immediately;

8.2 the Consulting Company shall pay to the Company [ <<relevant proportion>> ] of the net amount of any sums payable to the Consulting Company by or for the Company (including Employees/Subcontractors).

to [ <<relevant proportion>> ] of the net amount of any sums payable to the Consulting Company by or for the Company (including Employees/Subcontractors).

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total Fee amounts prescribed by Part shall not be entitled Schedule or any of such termination;

the period up to termination, as notwithstanding Sub-Clause 7.5, it amount prescribed by Part C of the compensation whatsoever in respect of

8.3 each party shall for Confidential Information and shall forthwith destroy, delete or return to the other party and other materials and copies of them in its possession (in hard copy or electronic form) which contain, record or otherwise disclose Confidential Information of the other party;

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

8.4 any provision of this Agreement shall continue in force after termination shall continue in force after termination; and

expressed to continue in force after termination; and

8.5 except in respect of its obligation to the other party shall be under any further

party shall be under any further

**9 Confidentiality**

Each party to the Agreement shall procure that its, employees and other party's (or the other party) for any reason disclose or permit to be made use of any Confidential Information.

Confidential (and take reasonable steps to ensure that its employees and other workers) shall keep confidential) the Confidential Information and shall not at any time or otherwise make use of or permit to be made use of or otherwise party's agents') Confidential

**10 No Waiver**

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

of its rights under this Agreement shall be deemed to be a waiver of any subsequent

**11 Severance**

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

Court or other competent authority to enforce the Agreement shall continue to be valid as to the affected provision.

**12 Entire Agreement**

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

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

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

into this Agreement, it is not relying on any representation or statement made by the other party, except as expressly stated in this Agreement.

12.3 Without limiting the remedies available in law, neither party shall have any claim or remedy in respect of any breach of this Agreement, other than the remedy provided for in this Agreement. However, nothing shall prevent a party from pursuing any remedy in respect of any fraudulent statement made by the other party.

being, neither party shall have any claim or remedy in respect of any breach of this Agreement, other than the remedy provided for in this Agreement. However, nothing shall prevent a party from pursuing any remedy in respect of any fraudulent statement made by the other party.

**13 Non - Assignment**

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

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

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**14 Notices and Services**

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 duly served:

14.1.1 in the case of delivery personally, at the time of delivery;

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

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

14.2 All notices given under clause 14.1.2 shall be delivered to the registered [or principal] address of the party [or to such other address as may be notified to either party in writing from time to time].

14.3 All notices given under clause 14.1 shall be addressed to

**EITHER**

[the following email address of the Consulting Company: <<insert>>]

or if the addressee is not a party of some other email address for the purpose of clause 14.3, then instead to the latest email address so notified.

**OR**

[the following email address of the Consulting Company: <<insert>>]

**OR**

[the most recent email address of the other party.]

**15 [Data Protection]**

15.1 All personal data that is collected, processed, and held by the Consulting Company shall be in accordance with the provisions of the Data Protection Act 1998 and the Data Protection Regulations 2004.

15.2 For complete details of the Consulting Company's collection, processing, storage, and retention of personal data, including, but not limited to, the purpose(s) for which the data is collected, the legal basis or bases for using the data, and the Consulting Company's policy to exercise them, and personal data sharing (where applicable), please refer to the Consulting Company's Privacy Notice [available at <<insert>>].]

**16 [Data Processing]**

16.1 In this Clause 16 and Clause 17, the terms "personal data", "data subject", "data controller", "data processor", "data breach" shall have the meaning defined in Article 4 of the Data Protection Regulations 2004.

16.2 [All personal data to be processed by the Consulting Company on behalf of the Client shall be processed in accordance with the terms of the Data Processing Agreement. The Client and the Consulting Company shall enter before any personal data is processed.]

**OR**

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16.2 [Both Parties shall comply with the Data Protection Legislation and shall

the data protection requirements set out in Clause 16 nor any other provisions of this Agreement shall rely on the provisions set out in the Data Protection Legislation of those obligations.

16.3 For the purposes of this Agreement, the Company is the “Data Controller” and the

the Data Processor is the “Data Processor” and the

16.4 The type(s) of personal data to be processed, and the purposes for which it is processed, shall be set out in Part F of the Schedule to this Agreement.

the type, nature and purpose of the processing shall be set out in Part F of the

16.5 The Data Controller shall obtain all necessary consents and notices required by applicable law for the transfer of personal data to the Data Processor for the purposes set out in Part F of the Schedule to this Agreement.

the Data Controller shall obtain all necessary consents and notices required by applicable law for the transfer of personal data to the Data Processor for the purposes set out in Part F of the Schedule to this

16.6 The Data Processor shall process personal data processed by it in accordance with the instructions set out in Part F of the Schedule to this Agreement:

the Data Processor shall process personal data processed by it in accordance with the instructions set out in Part F of the Schedule to this Agreement:

16.6.1 Process the personal data in accordance with the written instructions of the Data Controller unless it is otherwise required to process the personal data by law;

the Data Processor shall process personal data in accordance with the written instructions of the Data Controller unless it is otherwise required to process the personal data by law;

16.6.2 Ensure that appropriate technical and organisational measures (including pseudonymisation) are implemented to protect the personal data from accidental or unlawful destruction, damage or loss, disclosure, unauthorised access, alteration or disclosure, or any other form of unlawful processing, accidental loss, or destruction, taking into account the current state of technology and the cost of implementing those measures. Such measures shall be agreed between the Data Controller and the Data Processor and set out in Part F of the Schedule to this Agreement.

the Data Processor shall ensure that appropriate technical and organisational measures (including pseudonymisation) are implemented to protect the personal data from accidental or unlawful destruction, damage or loss, disclosure, unauthorised access, alteration or disclosure, or any other form of unlawful processing, accidental loss, or destruction, taking into account the current state of technology and the cost of implementing those measures. Such measures shall be agreed between the Data Controller and the Data Processor and set out in Part F of the

16.6.3 Ensure that the Data Processor and its staff (or any other persons who have access to the personal data) are contractually obliged to keep the personal data confidential and to use it only for the purposes for which it is processed.

the Data Processor and its staff (or any other persons who have access to the personal data) are contractually obliged to keep the personal data confidential and to use it only for the purposes for which it is processed.

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:

the Data Processor shall not transfer personal data outside of the UK without the prior written consent of the Data Controller and only if the following

16.6.4.1 The Data Processor has/have adequate safeguards in place for the transfer of personal data.

the Data Processor has/have adequate safeguards in place for the transfer of personal data.

16.6.4.2 The Data Processor is subject to enforceable rights and effective legal remedies.

the Data Processor is subject to enforceable rights and effective

16.6.4.3 The Data Processor provides adequate safeguards for the protection of personal data so transferred; and

the Data Processor provides adequate safeguards for the protection of personal data so transferred; and

16.6.4.4 The Data Processor provides adequate safeguards for the protection of personal data so transferred; and

the Data Processor provides adequate safeguards for the protection of personal data so transferred; and

16.6.5 Assist the Data Controller at the Data Controller’s cost, in responding to any and all requests from data subjects and in ensuring its

the Data Processor shall assist the Data Controller at the Data Controller’s cost, in responding to any and all requests from data subjects and in ensuring its

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compliance with security, breach notification, and consultations with supervisory authorities (including, but not limited to, the Information Commissioner);

tion Legislation with respect to data protection assessments, and consultations with supervisory authorities (including, but not limited to, the Information Commissioner);

16.6.6 Notify the Data Controller of any breach of the Data Protection Agreement or the Information Legislation without undue delay of a personal data breach;

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 entitled under this Agreement unless it is required to retain the data by law; and

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 entitled under this Agreement unless it is required to retain the data by law; and

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.

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.

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

[The Data Processor shall comply with any of its obligations with respect to the processing of personal data as set out in Clause 16.]

OR

16.7 [The Data Processor shall not transfer any of its obligations to a sub-processor with respect to the processing of personal data under this Clause 16 without the prior written consent of the Data Controller (such consent not to be unreasonably withheld). If the Data Processor appoints a sub-processor, the

[The Data Processor shall not transfer any of its obligations to a sub-processor with respect to the processing of personal data under this Clause 16 without the prior written consent of the Data Controller (such consent not to be unreasonably withheld). If the Data Processor appoints a

16.7.1 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 16 and which shall permit both the Data Controller and the Data Processor to enforce those obligations;

with the sub-processor, which shall impose upon the sub-processor the same obligations as are imposed upon the Data Processor under Clause 16 and which shall permit both the Data Controller and the Data Processor to enforce those obligations;

16.7.2 Ensure that the sub-processor complies fully with its obligations under the Information Legislation.]

Ensure that the sub-processor complies fully with its obligations under the Information Legislation.]

16.8 Either Party may, at any time, on <<insert period, e.g. 30 calendar days'>> notice, alter the processing clauses or similar terms that form part of an Information Protection Scheme. Such terms shall apply when replaced by a new scheme.

Either Party may, at any time, on <<insert period, e.g. 30 calendar days'>> notice, alter the processing clauses or similar terms that form part of an Information Protection Scheme. Such terms shall apply when replaced by a new scheme.

**17 Nature of Engagement etc**

17.1 The Consulting Company and the Workers engaged by the Consulting Company shall not be employed by the Consulting Company or any Worker.

The Consulting Company and the Workers engaged by the Consulting Company shall not be employed by the Consulting Company or any Worker.

17.2 Subject to the provisions of this Agreement, the Consulting Company shall at all times be exclusively responsible for the organizing and entitled to organise the Services where, when, how, and on what terms the Services are performed but shall liaise with the Company and account is taken of the Company's requirements.

Subject to the provisions of this Agreement, the Consulting Company shall at all times be exclusively responsible for the organizing and entitled to organise the Services where, when, how, and on what terms the Services are performed but shall liaise with the Company and account is taken of the Company's requirements.

17.3 The engagement under this Agreement is mutually non-exclusive that is to say that at any time the Consulting Company and Workers can provide to other clients services which are similar to the Services and the Consulting Company can engage other workers to provide it with services which are similar to the Services.

The engagement under this Agreement is mutually non-exclusive that is to say that at any time the Consulting Company and Workers can provide to other clients services which are similar to the Services and the Consulting Company can engage other workers to provide it with services which are similar to the Services.

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the same as or similar to

17.4 The Consulting Company shall not be obliged to fulfil its obligations under this Agreement following the appointment of the Consulting Company under this Agreement does not constitute an implied engagement or service relationship shall hereby be created or implied.

**18 Engagement of Workers**

18.1 The Consulting Company may substitute any Worker/s engaged by it or may engage any Worker/s chosen by the Company provided that any Worker/s chosen by the Company have adequate and suitable skills, capabilities and experience to provide the Services.

18.2 The Consulting Company shall make reasonable endeavours to avoid or minimise such changes and shall be obliged to consult with the Company beforehand about any change in engagement of Workers. The Consulting Company shall in any event provide such notification where the provision of the Services is unduly delayed by the Company's representative) that a delay is unacceptable or where it is necessary to provide such a substitute or addition.

18.3 The Company shall not be obliged to accept any Worker/s if in its reasonable opinion the Worker/s do not have the necessary skill, capability or experience to provide the Services.

**19 Status of Consulting Company**

19.1 The Consulting Company shall be an independent contractor.

19.2 Nothing in this Agreement shall constitute the Consulting Company or any of the Workers to be an employee of the Company and neither the Consulting Company nor the Workers shall hold themselves out as such.

**20 Applicable Law and Jurisdiction**

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

20.2 The parties agree to submit to the [non-exclusive] jurisdiction of the courts of England and Wales.

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

SIGNED by

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

<<Insert Name & Address of Witness>

In the presence of

<<Name & Address of Witness>

make its services available except as provided in this Agreement. The engagement and relationship shall hereby be created or implied. The Consulting Company shall be obliged to provide Services under this Agreement following the appointment of the Consulting Company under this Agreement does not constitute an implied engagement or service relationship shall hereby be created or implied.

discretion on one or more occasions to substitute any Worker/s engaged by it or may engage any Worker/s chosen by the Company provided that any Worker/s chosen by the Company have adequate and suitable skills, capabilities and experience to provide the Services.

reasonable endeavours to avoid or minimise such changes and shall be obliged to consult with the Company beforehand about any change in engagement of Workers. The Consulting Company shall in any event provide such notification where the provision of the Services is unduly delayed by the Company's representative) that a delay is unacceptable or where it is necessary to provide such a substitute or addition.

to accept any Worker/s if in its reasonable opinion the Worker/s do not have the necessary skill, capability or experience to provide the Services.

an independent contractor.

Consulting Company or any of the Workers to be an employee of the Company and neither the Consulting Company nor the Workers shall hold themselves out as such.

construed in accordance with the laws of England and Wales.

] [non-exclusive] jurisdiction of the courts of England and Wales.

executed the day and year first

S

SIGNED by

<<Insert name of person signing for >>

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

In the presence of

<<Name & Address of Witness>>

A

<<Insert description of the Service to be provided>>

**B. Time For Completion of Services**

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

M

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

P

**D. Invoices and Receipts/Vouchers**

Scheduled Service	Invoices and Receipts/Vouchers
<<Insert Scheduled Service>>	Consulting Company Due
	Date that invoice and receipt due

L

E

S

	ting Company>>
<<Insert Scheduled Service>>	e that invoice and receipt due
	ting Company>>
<<Insert Scheduled Service>>	e that invoice and receipt due
	ting Company>>

A

[All of the following individuals will]

**OR**

[One or more of the following individ

be engaged in the Services:

<<Insert full names of employees o  
engaged in the Services>>]

individuals who [will] [may] be

M

F. s

<< Insert locations and premises at  
Company is to provide the Services

perform the Services or Consulting

P

Pursuant to Clause 16.4, the foll  
nature and purpose of the processi

(s) of personal data, the scope,  
e processing:

<<Insert full details>>]

[Pursuant to Clause 16.6.2, the f  
agreed:

al and organisational measures

<<Insert full details>>]]

L

E