A V DNG) - PROVIDER VERSION SELF-EMPLOYED CONSUL

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THIS AGREEMENT is made the

BETWEEN:

- <<Insert Company Name> incorporation >> with comp registered office address is Company"); and
- (2) <<Insert Consultant's Nam "Consultant")

WHEREAS:

- A. The Company is engaged
- B. The Consultant is engaged <<insert type of services of provide its services to the 0 contemplated by this Agree
- C. The Company wishes to be
- D. The Company has offered following terms.

IT IS AGREED as follows:

1. Definitions and Interpreta

1.1 In this Agreement, u

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b) c) d)

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"Commencement Date"

"Confidential Information"

"Data Protection Legislation"

"Documents"



ed in <<Insert Country of mpany number>> whose ce of Company>>("**the**

ant's address>>. ("the

rt Company's type of business>>;

endent consultant in relation to ers and is willing and able to Companies] for the period

abilities of the Consultant; ccepted engagement on the

ise requires:

ement date (i.e. a date which is on eement>>;

ct of an individual or company

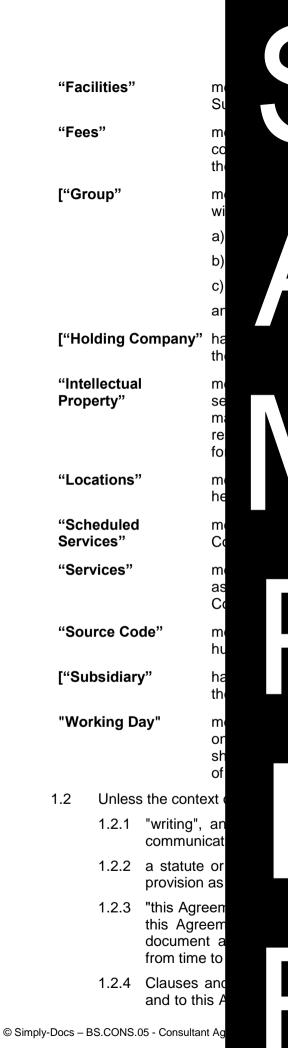
s, systems, finances or projects;

cts or services; or clients;

ntiality or in respect of which it d party;

ation in force from time to time in able to data protection and privacy , the UK GDPR (the retained EU Data Protection Regulation ((EU) of the law of England and Wales, and by virtue of section 3 of the al) Act 2018); the Data Protection made thereunder); and the nmunications Regulations 2003

o, inventions, improvements, gns, models, prototypes, ngs, manuals, Source Codes and



his expression by Section 1159 of spect; e: and

in the Schedule and referred to in

aid by Company to Consultant in uled Services, in accordance with

company, that company together

Company; and s of that Holding Company; ponding meaning;]

ed or unregistered trade mark or tabase right, registered design or hy of the foregoing, any right in mercial information and any other

emises as set out in the Schedule

Services by the Consultant to the Schedule hereto:

ices and/or such other services nably request [in writing] of the

omputer software programs in

his expression by Section 1159 of

Sunday or public holiday, or a day s advised the Company that he ting of not less than <<7>> hours meal or other breaks;

reference in this Agreement to:

ion, includes a reference to any ther electronic means:

is a reference to that statute or at the relevant time:

eement or document referred to in ent or such other agreement or plemented, modified or novated hedules: and

ces to Clauses and Schedules of s to Sub-Clauses and Paragraphs

3

are, unless of the Claus

- 1.3 In this Agreement:
 - 1.3.1 all agreemer comprise mo
 - 1.3.2 any reference personal re assignees;
 - 1.3.3 any reference association,
 - 1.3.4 words impor and
 - 1.3.5 words impor
- 1.4 The headings in thi its interpretation.

2 Appointment of the Cons

- 2.1 The Company app from the Commenc Agreement is termin
- 2.2 The Agreement ma the parties in writing

3 Time for Performance

Any time for performance Schedule hereto, and time Services is specified (whe shall provide those Service

4 Obligations of the Consu

Throughout the period of and 6:

- 4.1 perform the Service
- 4.2 [perform such other Company may reas
- 4.3 provide to the Com any of the Services
- 4.4 carry out the Servic
- 4.5 provide the Service practice in its indust
- 4.6 whenever possible and resources to ca
- 4.7 make itself availabl Company for the meetings with rep Company may reas visits (whether to Company may reas

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ces to Sub-Clauses or Paragraphs e reference appears.

he parties to the Agreement which tity shall be joint and several;

es a reference to their respective increases in title and permitted

ny body corporate, unincorporated legal entity;

include the plural and vice versa;

ny other gender.

venience only and shall not affect

carry out the Services with effect rt Termination Date>> or until this Clause 13 below.

newed by the mutual agreement of

ices shall be as specified in the e. If no time for provision of any neduled Services), the Consultant e.

ultant shall, subject to Clauses 5

e business of the Company as the

al advice or information regarding asonably require;

skill and diligence;

and in accordance with the best

Consultant's equipment, materials

nd upon reasonable notice, to the on and advice, attending such mpany and third parties as the onnection therewith, making such Company or elsewhere) as [the es shall agree] from time to time;

- 4.8 [unless prevented available to the Cor Working Days' dur Locations and at su
- 4.9 [in the case of illnes notify the Company

5 Engaging Professional A

- 5.1 Where at any time or does not have th Scheduled Service professional advise advice or assistant following, engage considers is require
 - 5.1.1 where the a part of any Company in type of adv Consultant's appropriate
 - 5.1.2 in response to the Cor Company a
 - 5.1.3 the Consulta is entered i given, the C without any pursuant to
 - 5.1.4 if this Agree is given pur being given Consultant's Scheduled assistance s shall be dee
 - 5.1.5 where the a Services <u>c</u> services"), t the referenc
 - 5.1.5.1 to er requ sche

5.1.5.2 to S sche

- 5.2 The Company shall p advisers or other exp Clause 5.
- 5.3 Nothing in this Clause Clause 6.

stances beyond its control,] be <Insert minimum Working Days>> ion of the Agreement>> , at the / and Consultant shall agree; and

the performance of the Services, or accident.]

s that it is not qualified to provide, provide, any part or aspect of the uently necessary to engage any behalf of the Company to provide Consultant may, subject to the opert as the Consultant properly

be sought in connection with or as the Consultant has notified the nto this Agreement of the specific ed and the extent to which the ge, expertise or experience is not at advice or assistance;

Company has confirmed in writing into this Agreement that the basis;

e Company that, if this Agreement hout that notification having been ide all of the Scheduled Services ofessional adviser or other expert advice or assistance;

he Company after that notification 5.1.1 but without any confirmation ant to Sub-Subclause 5.1.2, the his Agreement to provide the le provision any of the advice or scope of the Scheduled Services extent; and

be sought in connection with any Services ("the non-scheduled is Sub-Clause 5.1 shall apply as if

nt were instead references to any n time to time for any such non-

instead references to those non-

nd expenses of such professional y the Consultant pursuant to this

nclude an Assistant as defined in

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6 Use of Assistants

- 6.1 In this Agreement persons employed Services by the Co set out in Part J o being persons with advisers or other ex
- 6.2 The Consultant in it substitute any Assis Services or may en Assistants chosen b to perform the Servi
- 6.3 Where the Consulta of the Consultant's that the Assistant c Consultant for that a
- The Consultant sha 6.4 changes or addition such proposed char However, the Consi additions where the due to incapacity or the Company's repr otherwise necessar
- 6.5 The Company shall
 - only be entit 6.5.1 opinion they
 - 6.5.2 not in any ci

Tax and NI 7

The Consultant undertakes

- 7.1 pay all tax and Nat deductions in relation Agreement and the
- 7.2 indemnify the Com relevant authorities PAYE or similar co with any interest, pe

8 Insurance

The Consultant undertakes

- 8.1. take out and mainta insurance with a re £<<Insert Amount>:
- 8.2 supply the Compar duration of the Agre

9 **Fees and Expenses**

9.1 During the period of









any [self-employed] persons [or ominated and engaged on the rsons whose names, if any, is/are any other persons, in either case nce) but not any such professional e 5.

one or more occasions may other Assistants engaged on the stants, provided that any e requisite skills and experience

t to fulfil or assist in fulfilling anv 4. the Consultant shall ensure if the Assistant were the

eavours to avoid or minimise such Company beforehand about any rsons carrying out the Services. rovide such substitutes or is unduly delayed by absence n notification by the Company (or s unacceptable or where it is itute or addition.

hy Assistants if in its reasonable ack of skills, or experience; and

ayment to any Assistants.

vill:

ions and make appropriate PAYE t by the Company pursuant to this tant pays any Assistant/s; and

claims that may be made by the respect of tax, National Insurance, relating to the Services, together of.

vill:

nity/ public liability/ appropriate>> ny, providing a minimum cover of he Company in advance; and

t certificates of insurance for the

pany shall pay to the Consultant:

- 9.1.1 the Fees as are exclusiv the Fees sh Fees. The F VAT charge VAT is so a and
- 9.1.2 such additio between the services ren Services. The time to be a to time, and those amoun with those Consulting (agreed by t amounts, the
- 9.2 The Company shall of pocket expenses obligations hereund normal place of Consultant shall su evidence of actua reasonably require. reasonable time aft days, e.g. 30>> day A valid and correct <<Insert number of by the Consultant to
- 9.3 [If the Consultant is of providing the Se allowances in respe time.]

10 Late Payment

If the Company fails to make the date it falls due, withou Consultant, the Consultant

- 10.1 terminate this Agree that the Company fa after receiving writte payment due and re Days;
- 10.2 appropriate any pay services supplied u Consultant) as the (apportionment by th
- 10.3 charge the Compar amount unpaid, at t Name>> base rate











nce with the Schedule. The Fees ("VAT"). Any VAT chargeable on es and payable together with the the Consultant, together with any ibed in the Schedule, and if any oice must be a valid VAT invoice;

are from time to time to be agreed Company, having regard to any nt in addition to the Scheduled shall fall due within a reasonable ultant and the Company from time ny "VAT". Any VAT chargeable on se amounts and payable together unts shall be invoiced by the any VAT chargeable thereon, as (AT is so added to any of those valid VAT invoice.

t all travelling, hotel and other out incurred in the performance of its enses of travelling between his cations]. For that purpose, the oices, vouchers, receipts or other openses as the Company may neurred by the Consultant within a no later than <<Insert number of espect of any particular expense . e shall be due and payable within er the date on which it is delivered

car on any journey in the course all pay to the Consultant mileage npany's standard rate from time to

e Consultant under Clause 9 by ght or remedy available to the

otice to the Company provided nent within <<5>> Working Days Itant giving full particulars of the be made within <<5>> Working

any to such of the Services (or it between the Company and the notwithstanding any purported

hd after any judgement) on the er annum above <<Insert Bank yment in full is made (a part of a <<week/month>> b calculating such inter

11 Access to Company Pren

- 11.1 The Company sha premises as is nece shall only be oblige and provided that th (as specified in the
- 11.2 The Consultant s Requirements (as premises concerne
- 11.3 The Company sha Facilities as set out
- 12 Intellectual Property ¹EITHER

[12.1 The pa

- [12.1 The parties agree the produced by or on the this Agreement sha
- 12.2 The Company shall execute all such as reasonably require belongs to the Cons Consultant's rights i

²OR

- [12.1 The parties agree the or on behalf of the C Agreement shall ve
- 12.2 The Consultant sha execute all such as reasonably require referred to in Sub-C the registration or p Property.
- 12.3 The Consultant wa for the Consultant (in Intellectual Prope

13 Termination

- 13.1 Either party may te party not less than -
- 13.2 The Company may written notice to the

13.2.1 commits any which is cap

¹ The first alternative set of wordings favours th or if he cannot gain his Client's agreement to it, ² See footnote 1















eek/month>> for the purpose of

such access to the Company's rvices provided that the Company during its normal business hours necessary Permits or Permissions

Company's Safety and Security e hereto) and regulations for the

e Consultant free of charge the

y in all the Documents specifically n connection with or relating to e Consultant.

nsultant take all such steps and uments as the Consultant may llectual Property vests in and ation or protection of the

y in all Documents produced by connection with or relating to this mpany.

ompany, take all such steps and uments as the Company may llectual Property in all Documents pelongs to the Company and for /'s rights in that Intellectual

at any Documents produced by or Agreement will not infringe rights y.]

at any time by giving the other riting.

nt with immediate effect by giving tant:

ent and, in the case of a breach remedy it within <<21>> days' of

orefer this, but if more appropriate in any case the second alternative set of wordings.

8

receiving w requiring the

- 13.2.2 becomes pe
- 13.2.3 becomes in administerin person is a permanently
- 13.2.4 becomes ba trustee in ba similar actio the law of ar
- 13.3 The Consultant may written notice to the
 - 13.3.1 commits any which is cap receiving w requiring the
 - 13.3.2 goes into lic <<material/ similar actio the law of ar
- 13.4 For the purposes considered capable provision in questio
- 13.5 The right to termina not prejudice any o concerned or any o

14 Effects of Termination

Upon the termination of this

- 14.1 any sum owing by Agreement shall be
- 14.2 the Consultant sha Fee amounts pres apportionment basi falling in the period Clause 13.5, it shal of the Schedule or of such termination
- 14.3 each party shall f Confidential Inform return to the other them in its posses which contain, reco party;
- 14.4 any provision of thi termination shall co
- 14.5 except in respect of obligation to the oth

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particulars of the breach and

roviding the Services;

hental disorder, of managing and irs, and a receiver or any other s behalf, or otherwise becomes te Services; or

y order made against him, has a his assets or takes or suffers any anything analogous occurs under o the Consultant.

nt with immediate effect by giving y:

ent and, in the case of a breach remedy it within <<21>> days' of particulars of the breach and

has a receiver appointed over a s assets or takes or suffers any anything analogous occurs under o the Company.

and 13.3.1, a breach shall be in breach can comply with the n as to the time of performance.

ordance with this Clause 13 shall ther party in respect of the breach

on:

her under any provisions of this le;

ant proportion>>] of the total of all Schedule [calculated on a time ination] **OR** [payable on the dates ination but, notwithstanding Subrther amount prescribed by Part C mpensation whatsoever in respect

either directly or indirectly, any shall forthwith destroy, delete or nd other materials and copies of in hard copy or electronic form) nfidential Information of the other

pressed to continue in force after fect; and

party shall be under any further

9

15 Confidentiality

- 15.1 Each party to the A confidential, and tal agents (including, ir confidential, and sh disclosed to any pe the other party's Co that other party or ir jurisdiction.
- 15.1 The obligations of continue without li information coming party of its obligat contained in Sub-cl disclosing any such legal proceedings a

16 Force Majeure

- 16.1 Neither party to this performing their obl that is beyond the r causes include, but failure, industrial ac terrorism, acts of wa any other similar or of the party in ques
- 16.2 In the event that eit obligations hereund <<insert period>>, 1 Agreement by writte termination, the par work completed up account any prior o performance of this

17 No Waiver

No failure or delay by eithe shall be deemed to be a wa of any provision of this Agn breach of the same or any

18 Severance

If any provision of this Agre be invalid or unenforceable valid as to its other provisio

19 Entire Agreement

- 19.1 [Subject to the pro the entire agreeme previous agreement
- 19.2 Each party acknowl on any representati except as expressly

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all use its best endeavours to keep rocure that its employees and ant, its Assistants) shall keep / reason disclose or permit to be use of or permit to be made use of cept with the written consent of der of a court of competent ntained in Sub-clause 15.1 shall ut shall cease to apply to any otherwise than by breach by any Agreement, provided that nothing

e for any failure or delay in re or delay results from any cause party ("Force Majeure"). Such failure, internet service provider d, storms, earthquakes, acts of pandemic, governmental action or nstance that is beyond the control

either party to this Agreement from

t required in or in connection with

ent.

ent cannot perform their ajeure for a continuous period of discretion terminate this at period. In the event of such air and reasonable payment for all 1. Such payment shall take into entered into in reliance on the

of its rights under this Agreement waiver by either party of a breach to be a waiver of any subsequent

Irt or other competent authority to Agreement shall continue to be the affected provision.

s] **OR** [This] Agreement contains and supersedes and replaces all tween the parties.

to this Agreement, it is not relying ctual statement or other provision ent.

19.3 Without limiting the remedy in respect have relied in ente breach of contract. liability for any fraud

20 Non – Assignment

- 20.1 Subject to the provi is personal to the (otherwise than by
- 20.2 [The Company sha by it and to exercise other Member of it Member shall, for a or omission of the 0

21 Third Party Liability

For the purposes of the Co notwithstanding any other p to, and does not, give any p provisions.

22 Notices and Service

- 22.2 All notices to be giv be in writing and s prepaid post or by e
 - 22.2.1 in the case
 - 22.2.2 in the case after the dat
 - 22.2.3 in the case generated.
- 22.3 All notices given ur case of the Compa Consultant, to its [a other address as n from time to time].
- 22.3 All notices given un

EITHER

[the following email Consultant: <<inser Company: <<insert or if the addresse address for the pu email address so no

OR

[the following email Consultant: <<inser Company: <<insert













bing, neither party shall have any made to him upon which he may and a party's only remedy is for s Agreement purports to exclude

2 and] Clause 24, this Agreement y may assign, mortgage, charge cense any of its rights hereunder.

any of the obligations undertaken under this Agreement through any any act or omission of that other reement, be deemed to be the act

arties) Act 1999 and nt, this Agreement is not intended to it any right to enforce any of its

t by either party to the other shall personally or sent by first class d duly served:

onally, at the time of delivery;

ass prepaid post, 2 business days

ent and a return email receipt is

or 22.1.2 shall be delivered in the incipal office] or in the case of the vn residential address] [or to such party by the other party in writing

hall be addressed to

other party of some other email e 22.3, then instead to the latest

OR

[the most recent em

23 [Data Protection

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

24 [Data Processing

- 24.1 In this Clause 24 ar controller", "data pr meaning defined in
- 24.2 [All personal data to Company, subject t the terms of a Data before any persona

OR

- 24.2 [Both Parties shall of out in the Data Prot provisions of this Aq out in the Data Prot those obligations.
- 24.3 For the purposes of this Agreement, the the "Data Controller
- 24.4 The type(s) of p processing, and the Schedule to this Ag
- 24.5 The Data Controlle and notices require Processor for the Agreement.
- 24.6 The Data Processo relation to its perfor
 - 24.6.1 Process the Controller u such persor the Data Co by law;
 - 24.6.2 Ensure that measures (a data from damage or potential ha current state those meas Data Contro Schedule to











e other party.]

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

rsonal data", "data subject", "data lata breach" shall have the R

nsultant on behalf of the e processed in accordance with nto which the Parties shall enter

data protection requirements set or this Clause 24 nor any other her Party of any obligations set all not remove or replace any of

islation and for this Clause 24 and Processor" and the Company is

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

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

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

he written instructions of the Data r is otherwise required to process a Processor shall promptly notify g unless prohibited from doing so

ble technical and organisational Controller) to protect the personal ful processing, accidental loss, ares shall be proportionate to the events, taking into account the gy and the cost of implementing ken shall be agreed between the ssor and set out in Part F of the

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- 24.6.3 Ensure that for processi that persona
- 24.6.4 Not transfer written con conditions a

24.6.4.1 TH pr da

> 24.6.4.2 Af

> > le

TH 24.6.4.3 Da

pr 24.6.4.4 Tł

gi pr 24.6.5 Assist the D to any and

- compliance security, bre with supervi the Informat
- 24.6.6 Notify the breach:
- 24.6.7 On the Da dispose of) the Data C reauired to r
- 24.6.8 Maintain cor technical ar demonstrate the Data Co
- 24.7 [The Data Processor the processing of per

OR

- 24.7 The Data Proces contractor with rest 24 without the prior be unreasonably w subcontractor, the
 - 24.7.1 Enter into a impose upor upon the Da the Data F obligations;
 - 24.7.2 Ensure that that agreem









ess to the personal data (whether) are contractually obliged to keep

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

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

e enforceable rights and effective

lies with its obligations under the h, providing an adequate level of rsonal data so transferred; and

ies with all reasonable instructions ata Controller with respect to the data.

a Controller's cost, in responding a subjects and in ensuring its tion Legislation with respect to t assessments, and consultations ators (including, but not limited to, e):

undue delay of a personal data

instruction, delete (or otherwise and any and all copies thereof to of this Agreement unless it is data by law; and

rds of all processing activities and ures implemented necessary to ause 24 and to allow for audits by designated by the Data Controller.

ny of its obligations with respect to ause 24.1

act any of its obligations to a personal data under this Clause ata Controller (such consent not to at the Data Processor appoints a

h the subcontractor, which shall same obligations as are imposed se 24 and which shall permit both ta Controller to enforce those

lies fully with its obligations under on Legislation.

24.8 Either Party may, a days'>> notice, alte replacing them with that form part of an when replaced by a





- 25.1 The Consultant war times be an indepe
- 25.2 Nothing in this Agre employee, agent or Assistant/s shall no

26 Nature of Engagement et

- 26.1 The Consultant's Se Assistants engaged the Consultant to de not seek to supervis provision of the Ser
- 26.2 Subject to the provise be exclusively responsion when, how, and in v Assistants but shall taken of the Compa
- 26.3 The engagement ur that at any time the services which are t can engage other o or similar to the Ser
- 26.4 The Consultant is n performance of its o appointment of the not create any mutu Company to offer o continuing relations

27 Agreement in Counterpa

This Agreement may be ex force once each party has exchanged the same with t

28 Set Off

Either party may set off any any obligation owed by it to

29 Arbitration

29.1 All disputes, differe rights or obligations shall be referred to parties or, failing appointed at the ree The Law Society representations ma

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t <<insert period, e.g. 30 calendar visions of this Agreement, cessing clauses or similar terms cheme. Such terms shall apply nent.]

he Company that it shall at all mployed status.

onsultant or any Assistant/s an and the Consultant and any such.

king methods and those of any all at all times be exclusively for and control. The Company shall onsultant or any Assistants in the any have any right to do so.

the Consultant shall at all times entitled to organise where, re performed by it and any to ensure that due account is

utually non-exclusive that is to say stants can provide to other clients the Services and the Company th services which are the same as

rvices available except for the eement. The engagement and reement to provide Services does t of the Consultant or the act, engagement or services. No ed or implied.

unterparts and shall come into part in identical form and

to it from the other party against is Agreement.

out of this Agreement or as to the in connection with its construction bitrator to be agreed between the Days>> by an arbitrator to be the President for the time being of s>> having due regard to any appropriate qualifications of such arbitrator. The arb accordance with th of such Act for the t

29.2 The parties agree t courts concerning a

30 Applicable Law and Juris

- 30.1 This Agreement sh laws of England an
- 30.2 The parties agree the courts of Englar

IN WITNESS WHEREOF this Agree 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 Consultant's name>>

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

<<Insert description of the Service

B. Time For

<<Insert time in which each of the

Scheduled Service	
< <insert scheduled<="" td=""><td><<</td></insert>	<<
Service>>	Sc
< <insert scheduled<="" td=""><td><<</td></insert>	<<
Service>>	Sc
< <insert scheduled<="" td=""><td><<</td></insert>	<<

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S



in <<London>> and shall be in any re-enactment or modification

plication or appeal to the English g in the course of the arbitration.

construed in accordance with the

ive] [non-exclusive] jurisdiction of

ecuted the day and year first

ed Services

uld be completed>>

