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CONSULTANCY AGREEMENT between Client and Consulting Company, Consulting Company and Consultant. 1

THIS AGREEMENT is made the
BETWEEN:

- (1) <<Insert Consulting Company name>> registered in <<Insert Country of incorporation>> under number <<Insert Company's Company number>> whose registered office is at <<Insert Company's Registered office>> ("the **Consulting Company**")
- (2) <<Insert Consultant's name>> ("the **Consultant**")
- (3) <<Insert Company name>> registered in <<Insert Country of incorporation>> under <<Insert Company's Registered office>> number <<Insert Company's Company number>> ("the **Company**")

WHEREAS:

- A. The Consulting Company is engaged in the business of offering consultancy services in relation to <<Insert type of business>>
- B. The Company is engaged in the business of <<Insert type of business>>
- C. The Company wishes to benefit from the experience and abilities of the Consultant
- D. The Company wishes to engage the Consultant to provide certain consultancy services on behalf of the Consulting Company by the Consultant
- E. The Consultant is an employee of the Company who is engaged in the provision of <<Insert service>> services on behalf of the Consulting Company
- F. The Consulting Company has agreed to accept the appointment on the following terms offered by the Company

IT IS AGREED as follows:

1. **Definitions and Interpretation**

1.1 In this Agreement, unless the context otherwise requires:

"Appointment"

"Associate"

"the Business"

otherwise requires:

the <<Insert name of the Consulting Company>> in Clause 2;

an individual:

spouse, brother, sister, parent or child; and

any person who is directly or indirectly under the control of that individual or a person who is spouse, brother, sister, parent or child, or by any two or more of them;

a company:

Holding Company of the Company;

any subsidiary of a Holding Company of the Company;

the Business referred to above, as carried on by the Company from time to time during the period of this Agreement.

“Business Day”

“Business Hours”

“Commencement Date”

**"Company's
Representative”**

**“Confidential
Information”**

"Connected Persons"

"Control"

**“Data Protection
Legislation”**

"Facilities"

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r than a Saturday or Sunday) on
are open for their full range of
insert town, city, region etc>>;

ss hours of Company>>;

ment>>;

ned in the Schedule hereto or such
company may from time to time notify
pany in writing;

respect of an individual or a
ods, plans, systems, finances or

vices;
any of those products or services;
omers, or clients; to which it
entiality or in respect of which it
tion to a third party;

ny person or entity, persons;
ates;
the trustee of a settlement of which
settler; or
on to acquisitions or disposals of
ssets pursuant to bona fide
angements, who are in partnership;

company where a person or entity
s acting in concert), together with
ns exercises, or is able to exercise
, direct or indirect control over more
) of the total voting rights conferred
re capital of the company which is
in general meeting. For these
entities acting in concert means
ich actively cooperate, pursuant to
nderstanding (whether formal or
o obtaining or consolidating Control

egislation in force from time to time
n applicable to data protection and
not limited to, the UK GDPR (the
on of the General Data Protection
/679), as it forms part of the law of
Scotland, and Northern Ireland by
the European Union (Withdrawal)
rotection Act 2018 (and regulations
and the Privacy and Electronic
lations 2003 as amended;

et out in the Schedule hereto and
se 10.2;

"Group"

"Holding Company"

"Intellectual Property"

"Programs"

"Purchasing Representative"

"Quarter"

"Retail Prices Index"

"Services"

"Source Code"

["Specifications"]

"Subsidiary"

"Working Day"

"Working Hours"

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together with:

Holding Company; and
officers of that Holding Company
of corresponding meaning;

as given to that expression by Section
1159 of the Companies Act 2006;

registered or unregistered trade mark
copyright, database right, registered
copyright, registered design or
patent right, any application for any of the
above in respect of technical or commercial
information or other form of protection in that

are programs;

defined in the Schedule hereto or such
company may from time to time notify
in writing;

three months commencing on the
1st of January, each subsequent consecutive
three months during the continuance of this
agreement and "Quarterly" has a
corresponding meaning;

Index of Retail Prices which is
published by the Office for
the United Kingdom by the Office for
Statistics; if this ceases to be published, such
index as most closely resembles it;

to be provided by the Consulting
Company as set out in the Schedule hereto [in
the Specifications];

any Program in human readable

Specifications for the Services as set out in the

as given to that expression by Section 1159
of the Companies Act 2006;

(not being a Sunday or public holiday)
shall be less than <<7>> Working Hours;

shall be all work exclusive of meal or other

"Year"

1.2 Unless the context of

1.2.1 "writing", and
communication,
similar means

1.2.2 a statute or
provision and

1.2.3 "this Agreement
Schedules

1.2.4 a Schedule

1.2.5 a Clause or
(other than

1.3 In this Agreement:

1.3.1 all agreements
which come
several;

1.3.2 any reference
personal or
assignees;

1.3.3 any reference
association

1.3.4 words import
and

1.3.5 words import

1.4 The headings in this
its interpretation.

2. **Appointment and Duration**

2.1 The Company appoints
the period starting from
or until this Agreement
19 or 20 respectively

2.2 This Agreement may
writing of all of the parties

3. **Time for Performance**

Any time for performance of
and time shall be of the
specified the Consulting Company
time. If the Consulting Company
limits if such limits are specified
are no such time limits, the
other remedy it may have to

3.1 require a third party
Company and/or the

365 (or in the case of a leap year,
on the Commencement Date and
date during the continuance of this

reference in this Agreement to:

tion, includes a reference to any
facsimile transmission, email or

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

this Agreement and each of the
presented at the relevant time;

ement; and

ce to a clause of this Agreement
agraph of the relevant Schedule.

of the parties to the Agreement
person or entity shall be joint and

es a reference to their respective
successors in title and permitted

ny body corporate, unincorporated
or legal entity;

r include the plural and vice versa;

any other gender.

venience only and shall not affect

pany to carry out the Services for
t Date until <<Insert expiry date>>
nated in accordance with Clauses

renewed by mutual agreement in

s specified in the Schedule hereto
r performance of the Services is
the Services within a reasonable
ne Services either within any time
or within a reasonable time if there
the right without prejudice to any

ces in which case the Consulting
emnify the Company against any

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other contract or agreement with

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that the Consultant provides the work specifically instructed by the Client, the Consulting Company shall use quality materials, techniques and exercise the care, skill and diligence required in the Consulting Company's industry,

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y and properly performed by the

ies undertaken in connection with
all at the Company's request make
n and/or provide copies thereof to
consulting Company's expense>>;

ment it shall observe, and shall observe, the terms and conditions of the Consulting Company, and the [redacted] on written demand from the [redacted] / any document containing such [redacted] ndum thereof;

require in writing, take in respect of
 Employer of the Consultant (including
 Company, acting reasonably, may
 be of securing compliance of the
 Consultant with the provisions of this

ant or consent to the Consultant's
e period of the Agreement except
he Company, which shall not be

the Consultant shall, use its best
 ct the interests of the Company

it will not permit the Consultant to
of which or the omission of which
s Agreement;

or ensure that the Consultant shall
sheets in the Company's format in
ing each week, which shall be
atory of the Company; and

[redacted] instructions of the Company,

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- 4.3 The Consulting Company shall not be subject to any duties or obligations arising under this Agreement which may not be expressly permitted under its terms.
- 4.4 The Consulting Company shall indemnify and keep fully indemnified the Company from and against all actions, claims and liability (whether criminal or civil, in tort or otherwise), proceedings, costs and damages (including reasonable legal fees and expenses) which are incurred by the Company or compensation paid by the Company on the advice of its legal advisers (whether or not the Company is liable or otherwise) or other expenses which are incurred by the Company or the Consultant or other employees or agents of the Company in respect of any matter arising from the supply of the Services or in any successful claim by any third party. Any reference in this Sub-clause 4.4 shall be construed to include the Company, its directors, employees or agents of the Company.
- 4.5 The Consulting Company shall not be bound by the terms of any notice received from the Company or any agent of the Company unless the provisions of this Agreement are complied with, but nothing in this Sub-clause is intended to require the Consulting Company to give notice of any breach before taking any action in respect of the breach.
- 4.6 The Consulting Company shall make the appropriate PAYE and National Insurance contributions from the remuneration payable to the Consultant.
- 4.7 The Consulting Company shall undertake to the Company that they shall indemnify the Company (and its directors and officers) in full on demand for any liability which may be incurred by the Company or its directors and officers with such taxes (including but not limited to in respect of National Insurance or claims that may be made by the relevant authorities) or any payments made by the Company in respect of National Insurance or similar contributions relating to the Services by the Consulting Company).
- 4.8 The Consulting Company shall
- 4.8.1 to maintain a comprehensive/ specific policy of insurance covering the Consulting Company and the Consultant and the Company for which it may become liable to indemnify the Company under the terms of this Agreement;
- 4.8.2 to maintain a comprehensive/ specific policy of insurance covering the Consulting Company and the Consultant and the Company for which it may become liable to indemnify the Company under the terms of this Agreement;
- 4.8.3 to arrange for the policy to cover [per claim] of that policy is £<<Insert figure>> cover [per claim] of that policy is £<<Insert figure>>;
- 4.8.4 that the figure shall be a minimum requirement and shall not be construed as a limit of liability or as constituting acceptance of responsibility for any liability in excess of such figure;
- 4.8.5 to increase the [rate of increase in the Retail Prices Index] [rate of increase in the Retail Prices Index] months];
- 4.8.6 to allow the Company to inspect the policy or policies of insurance and shall provide the Company's request together with copies of the policy or policies of insurance and shall provide evidence that all premiums due have been paid.

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been paid.
shall const
waiver of th

- 4.8.7 [that it sha
that any ag
all insuran
Consulting
cover or pe
shall be the

5 Warranties of the Consult

The Consulting Company v

- 5.1 any design work un
from defect in des
highest standard of
products and item
purpose;

- 5.2 any goods or mate
Services shall be fr
fit for their intended

- 5.3 it shall ensure th
instrument, order,
complied with by the

- 5.3.1 the perform

- 5.3.2 any goods
limitation,
material, p
Company o
of the Com

and the Consulting
legal advice as is r
practice are so com

- [5.4 the Services shall m

6 Warranties of the Consult

The Consultant warrants a

- 6.1 the Consulting Co
Consultant's Servic
Agreement;

- 6.2 the Consultant will
protect the interests

- 6.3 the Consultant will
omission of which
breach of this Agree

- 6.4 the Consultant will
specified in the Sc
unless otherwise sp
the Schedule, the
and standards and

ection nor receipt of such copies
Company of the terms thereof nor
s responsibility hereunder; and

mpany 's responsibility to ensure
engaged by it effects and maintains
all such other insurance, as the
necessary. Any deficiencies in the
of such agents or sub-contractors
e Consulting Company.]

to the Company that:

ance of the Services shall be free
and shall be undertaken with the
ensure that the goods, materials,
signed are fit for their intended

the course of performance of the
ign and workmanship and shall be

ments of any statute, statutory
islation, or code of practice are
nd the Consultant in respect of:

d

products (including, but without
r other strategies, promotional
g) produced by the Consulting
ctured, run or used by or on behalf
services

at its own expense, to take such
all such legislation and codes of

pany that:

contract for the supply of the
the terms and conditions of this

best endeavours to promote and
the Appointment;

ny act the doing of which or the
he Consulting Company to be in

fications and other] requirements
he provision of the Services and,
he Company and notwithstanding
best quality materials, techniques
with the care, skill and diligence

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required in accordance with the practice in the Consultant's industry, profession or trade;

6.5 where it is necessary for the Services, any goods or materials produced in accordance with such design shall be fit for their intended purposes;

6.6 the Consultant will ensure that all materials, items or goods supplied in accordance with the relevant requirements of any applicable statute, statutory instrument or code of practice are complied with;

6.7 the Consultant will provide such services as the Company may reasonably request;

6.8 the Consultant will provide such reports or supply any information as may be required by the Company;

6.9 the Consultant will comply with any reasonable [written] instructions of the Company; and

6.10 if the Consultant shall be absent from the Services the Consultant shall keep the Company informed of the reason for any continued absence and of its duration. If the absence continues for more than five Business Days, the Consultant shall provide the Company with a certificate.

7 Price and Payment

7.1 The price payable for the Services shall be as specified in and payable in accordance with the Schedule, subject to payment of expenses in addition pursuant to Clause 7.2, but without limitation of the exclusive of value added tax.

7.2 The Company shall, in addition to the price payable as stated in Sub-Clause 7.1, pay the Consultant the amount of any added tax properly chargeable in respect of that price provided that the Consulting Company provides a valid tax invoice as may be required by any relevant laws.

7.3 The Consulting Company shall render invoices in accordance with the Schedule.

7.4 Each invoice shall be supported by copies of the timesheets to be submitted in accordance with Clause 7.2.8 relating to the period covered by the invoice and such other documents as may be required by the Company.

7.5 Where Services are provided on the basis of an hourly charge rate, the Consulting Company shall only claim for time properly and necessarily spent in providing the Services.

7.6 Where the price is based on the basis of an hourly charge rate, the Company shall have the right to inspect all timesheets and other documentation to satisfy itself that the time has been properly and necessarily spent in the provision of the Services. The Company shall have the right to enter the Consulting Company's premises at any time to carry out such inspection, provided that it acts reasonably in exercising its right under this provision.

practice in the Consultant's industry,

design work in the performance of the Services, any goods or materials produced in accordance with such design shall be fit for their intended purposes;

services and providing any goods, the relevant requirements of any applicable statute, statutory instrument or code of practice are complied with;

as the Company may reasonably request;

reports or supply any information as may be required by the Company;

reasonable [written] instructions of the Company; and

ess or injury from performing the Services the Consultant shall keep the Company and informed of the reason for any continued absence through illness or injury for more than five Business Days, the Consultant shall provide the Company with a certificate.

e as specified in and payable in accordance with the Schedule, subject to payment of expenses in addition pursuant to Clause 7.2, but without limitation of the exclusive of value added tax.

payable as stated in Sub-Clause 7.1, pay the Consultant the amount of any added tax properly chargeable in respect of that price provided that the Consulting Company provides a valid tax invoice as may be required by any relevant laws.

to render invoices in accordance with the Schedule.

copies of the timesheets to be submitted in accordance with Clause 7.2.8 relating to the period covered by the invoice and such other documents as may be required by the Company.

asis of an hourly charge rate, the Consulting Company shall only claim for time properly and necessarily spent in providing the Services.

is of an hourly charge rate, the Company shall have the right to inspect all timesheets and other documentation to satisfy itself that the time has been properly and necessarily spent in the provision of the Services. The Company shall have the right to enter the Consulting Company's premises at any time to carry out such inspection, provided that it acts reasonably in exercising its right under this provision.

7.7 Payment of any sur
invoices allowed>>
receives the Cons
documentation prov
must be sent to the

7.8 Payment by the Company shall be made to the Consultant within 30 days of the date on which the Consultant submits the invoice to the Company. The Company shall not be liable for any delay in payment by the Company if the Consultant's performance by the Consultant is not satisfactory as hereunder.

8 Expenses

The Company shall be und

the Consultant for any e

Consultant in the performa

8.1 The Company shall not be liable for any costs or expenses incurred by the Consultant in connection with the Services if and only if the Consultant has acted properly and necessarily for the avoidance of doubt, the Consultant, they shall be paid to the Consultant.)

8.2 Where the Company has incurred any liability payable in accordance with the Consulting Company's agreement, each claim for expenses shall be authorised by the authorised signatory.

9 Late Payment

If the Company fails to meet the requirements of Clause 7 by the date it first becomes available to the Consulting

9.1 terminate this Agreement if the Company fails to pay the License Fee within 30 days after receiving written notice from the Company requiring such payment.

9.2 appropriate any pa
services supplied u
Consultant) as the
purported apporion

9.3 charge the Company
unpaid, at the rate
base rate from time
<<week/month>> b
calculating such inte

10 Access and Facilities

10.1 The Company shall provide the Client with access to the Company's internal systems and data, and the Services provided by the Company, during its Business Hours.

thin <<Insert credit for payment of the month in which the Company
oice and any other appropriate
correctly addressed. All invoices
d in the Schedule.

prejudice to any claims or rights
the Consulting Company and the
acceptance by the Company of the
for the Consultant of its obligations

burse the Consulting Company or
he Consulting Company or the
ot as follows:

ing Company for any expenses Consultant in the performance of dule but only if such expenses are performance of the Services. (For le expenses are incurred by the the Consulting Company and not

and any expenses before they are paid. In that case such expenses shall be paid only in the Schedule provided that the employee has provided vouchers or receipts to support such expenses and have been countersigned by an authorized officer of the company.

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

notice to the Company provided
ment within <<5>> Working Days'
particulars of the payment due and
<5>> Working Days';

Company to such of the Services (or
 agreement between the Company and the
 may think fit (notwithstanding any
 and

and after judgement) on the amount
sum above <<Insert Bank Name>>
ent in full is made (a part of a
<week/month>> for the purpose of

Company and Consultant such as reasonably] necessary to carry out shall only be obliged to afford such provided that the Consulting Company

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shall ensure that the Consultant
(as specified in the Schedule)
shall comply with the Health and
specified in the Schedule.

10.2 The Company shall ensure the
Consultant free of cost.

10.3 The Company reserves the right
Company to promote any person
agent engaged on the Company
Company the person concerned
unsatisfactory. The Company
provide a suitable substitute.
The suitability of the substitute
reasonably.

11 Intellectual Property

11.1 The Consulting Company shall
and materials specified in the
Company or the Consultant
including but not limited to
designs, models, plans, drawings,
Codes and plans, and shall
referred to as the "Intellectual
Consulting Company shall
and execute all such documents
require to ensure that the
belongs to the Company and
Company's rights in the

11.2 The Consulting Company shall
produced by or for the
Agreement will not be
party whether by registered
otherwise.

11.3 Without prejudice to the above,
that all Services are provided
the Consultant's duties under
the contract of employment
out of or relating to the
vest in the Consulting Company.

11.4 If any Services are provided
Company, the Consultant shall
Intellectual Property created
the Consulting Company or
Consulting Company shall
employees have no right
such Intellectual Property
the Consulting Company.

11.5 In the event that any
behalf of the Consulting
Company, the Consultant shall
owner of all Intellectual
this Agreement and

necessary Permits or Permissions
Consultant and the Consulting Company
Health and Security Requirements (as
for the premises concerned.

The Consulting Company and the
set out in the Schedule hereto.

entry to or to require the Consulting
Consultant or any sub-contractor or an
in the reasonable opinion of the
individual concerned is or has been
shall at its own cost and expense
substitute for the individual concerned.
determined by the Company acting

Intellectual Property in all documents
or on behalf of the Consulting
with or relating to this Agreement
improvements, promotions, formulae,
sketches, drawings, manuals, Source
Codes and materials are hereinafter
and belong to the Company. The
the Company, take all such steps
documents as the Company may
the Documents vests in and
registration or protection of the

represents that any Documents
or the Consultant pursuant to this
Intellectual Property owned by a third
creation of any such Documents or

Consulting Company shall ensure
Consultant within the normal course of
for the avoidance of doubt under
any Intellectual Property arising
for the Consulting Company will

actor or an agent of the Consulting
shall ensure that all rights in any
work done by that person for
Consulting Company. In addition the
its sub-contractors, agents and
whether legal or beneficial in any
relating to work done by them for

in any Documents produced on
in or will vest in the Consulting
that it is the sole beneficial
in connection with or relating to
company shall and will be free to

assign such rights
charges or encumbrances
free of any duties
terms of this Agreement

- 11.6 [Without prejudice
agrees that all Intellectual
shall vest in the Company
Company with the
documents, information
Company may from time
to provide and enforce
Programs as the Company

12 Waiver of Moral Rights

The Consulting Company
either may have to be identified
pursuant to this agreement
Patents Act 1988. The Company
that agents and sub-contractors
authors of any copyright work

13 Advertising

- 13.1 The Consulting Company
any of their servants or
Purchasing Representative
absolute discretion
authorise the making
to the Company and
suppliers or customers
leaflets, brochures
television broadcasts

- 13.2 Any request by the
such reference shall be
the address set out
copy of all announcements
whatsoever and of
announcement together
Company may require

14 Conflicting Activities

During the period of this
Consultant shall undertake
Company conflict with the Services

15 Non Solicitation

- 15.1 The Consultant under
Agreement, nor during
remain effective after
this Agreement, either
or on behalf of any
the Company any employee

- 15.2 The Consulting Company
nor during the period
effective after termination

significant] third party claims, loss,
that the Consulting Company is
parties which may conflict with the

11.5, the Consulting Company
programs supplied to the Company
Consulting Company shall provide the
with Programs and all such other
relating to the Programs as the
and the Consulting Company agrees
in respect of support for the
from time to time.]

by irrevocably waive any rights
of any copyright work produced
80 of the Copyright, Designs and
Consulting Company undertake to ensure
any right to be identified as the

not undertake that neither they nor
but the prior written consent of the
withheld by the Company in its
unreasonably delayed, permit or
the Agreement or to the Services or
promotions, marketing and other plans,
including but without limitation to any
newspapers or in any radio or

and/or the Consultant to make any
the Purchasing Representative at
and shall be accompanied by a
photographs and other documentation
and medium for advertisement or
information or documentation as the

the Consulting Company nor the
in the reasonable opinion of the

consultant shall not during this
at time Non Solicitation Clause is to
remain effective after termination of
on own account or in conjunction with
company, solicit or entice away from
the Company.

shall not during this Agreement,
Non Solicitation Clause is to remain
effective after termination of this

Agreement, either, or on behalf of any other person, firm or company, or any employee of the Company, solicit or attempt to solicit the Business from a person who has been a customer of the Company.

in conjunction with or on behalf of any other person, firm or company, or any employee of the Company, solicit or attempt to solicit the Business from a person who has been a customer of the Company.

15.3 The Consultant undertakes that during this Agreement, nor during the period in which the Non Solicitation Clause is to remain effective after termination of this Agreement, either directly or on behalf of any other person, firm or company, without the Company's prior knowledge and consent, solicit or attempt to solicit any business of the same nature as that of the Company within <<2>> years prior to the termination of this Agreement.

The Consultant shall not during this Agreement, nor during the period in which the Non Solicitation Clause is to remain effective after termination of this Agreement, either directly or on behalf of any other person, firm or company, without the Company's prior knowledge and consent, solicit or attempt to solicit any business of the same nature as that of the Company within <<2>> years prior to the termination of this Agreement.

15.4 The Consulting Company undertakes that during this Agreement, nor during the period in which the Non Solicitation Clause is to remain effective after termination of this Agreement, either directly or on behalf of any other person, firm or company, without the Company's prior knowledge and consent, solicit or attempt to solicit any business of the same nature as that of the Business from a person who has been a customer of the Company.

The Consulting Company shall not during this Agreement, nor during the period in which the Non Solicitation Clause is to remain effective after termination of this Agreement, either directly or on behalf of any other person, firm or company, without the Company's prior knowledge and consent, solicit or attempt to solicit any business of the same nature as that of the Business from a person who has been a customer of the Company.

16 Non Competition

16.1 The Consultant undertakes that during this Agreement, nor during the period in which the Non Solicitation Clause is to remain effective after termination of this Agreement (except with the prior consent of the Company) either directly or indirectly, on behalf of any other person, firm or company, be engaged, concerned or interested in, or give advice to, any person within a radius of <<2>> miles from <<Insert town, city, region>> whose trade, business, products or services are substantially of the same nature as that of the Company.

The Consultant shall not during this Agreement, nor during the period in which the Non Solicitation Clause is to remain effective after termination of this Agreement (except with the prior consent of the Company) either directly or indirectly, on behalf of any other person, firm or company, be engaged, concerned or interested in, or give advice to, any person within a radius of <<2>> miles from <<Insert town, city, region>> whose trade, business, products or services are substantially of the same nature as that of the Company.

16.2 The Consulting Company undertakes that during this Agreement, nor during the period in which the Non Solicitation Clause is to remain effective after termination of this Agreement (except with the prior consent of the Company) either directly or indirectly, on behalf of any other person, firm or company, be engaged, concerned or interested in, or give advice to, any person within a radius of <<2>> miles from <<Insert town, city, region>> whose trade, business, products or services are substantially of the same nature as that of the Company.

The Consulting Company shall not during this Agreement, nor during the period in which the Non Solicitation Clause is to remain effective after termination of this Agreement (except with the prior consent of the Company) either directly or indirectly, on behalf of any other person, firm or company, be engaged, concerned or interested in, or give advice to, any person within a radius of <<2>> miles from <<Insert town, city, region>> whose trade, business, products or services are substantially of the same nature as that of the Company.

16.3 The provisions of Sections 16.1 and 16.2 are considered by the parties to be reasonable in the circumstances and in the public interest as are necessary for the protection of the Company's confidential information of the Company.

The provisions of Sections 16.1 and 16.2 are considered by the parties to be reasonable in the circumstances and in the public interest as are necessary for the protection of the Company's confidential information of the Company.

17 [Data Protection

17.1 All personal data that the Company may use will be collected, processed, and held in accordance with the provisions of the Data Protection Legislation and the Company's Privacy Notice [available at <<Insert>>].

The Company may use will be collected, processed, and held in accordance with the provisions of the Data Protection Legislation and the Company's Privacy Notice [available at <<Insert>>].

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

The Company's collection, processing, storage, and retention of personal data, including, but not limited to, the legal basis or bases for using the data, the purpose(s) for which it is collected, the details of the Company's data sharing (where applicable), and the Company's Privacy Notice [available at <<Insert>>].

18 [Data Processing]

- 18.1 In this Clause 18 and the Schedule, “personal data”, “data subject”, “data controller”, “data processor”, “data breach” and “data breach notification” shall have the meaning defined in the Data Protection Act 1998 (“DPA”) and the GDPR.
- 18.2 [All personal data processed by the Company, subject to the terms of any agreement entered into before any personal data is processed, shall be processed in accordance with the terms of any agreement entered into which the Parties shall agree.]
- OR**
- 18.2 [Both the Consulting Company and the Company shall comply with all applicable data protection legislation and other provisions of this Agreement. Neither shall relieve either of its obligations set out in the Schedule and shall not remove or replace any of those obligations.]
- 18.3 For the purposes of this Agreement, the Consulting Company is the “Data Controller” and the Company is the “Data Processor”.
- 18.4 The type(s) of personal data, the nature and purpose of the processing, and the location of the processing shall be set out in the Schedule.
- 18.5 The Data Controller shall ensure that all necessary consents are in place for the transfer of personal data to the Data Processor for the purposes set out in the Schedule to this Agreement.
- 18.6 The Data Processor shall ensure that all personal data processed by it in accordance with the instructions under this Agreement:
- 18.6.1 Process the personal data in accordance with the written instructions of the Data Controller and shall not be required to process personal data unless otherwise required to process personal data by law;
- 18.6.2 Ensure that appropriate technical and organisational measures (a) are in place to protect the personal data from loss, destruction, accidental loss, damage or disclosure, (b) are proportionate to the risks to the personal data, taking into account the nature of the data, the volume of data, the current state of the art, the cost of implementing those measures and the likelihood of those measures being agreed between the Data Controller and the Data Processor and set out in the Schedule to this Agreement;
- 18.6.3 Ensure that the personal data is kept confidential (including the Consultant) with access to the personal data for processing purposes or otherwise) are kept confidential;
- 18.6.4 Not transfer personal data outside of the UK without the prior written consent of the Data Controller and only if the following conditions are met:
- 18.6.4.1 The Data Controller and/or the Data Processor shall implement suitable safeguards for the transfer of personal data to the Data Processor.

SAMPLE

- 18.6.4.2 Data subjects have enforceable rights and remedies;
- 18.6.4.3 The Data Processor complies with its obligations under the Data Protection Legislation, providing an adequate level of protection to any and all personal data so that it is not misused;
- 18.6.4.4 The Data Processor complies with all reasonable requests made in advance by the Data Controller for the processing of the personal data.
- 18.6.5 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 impact assessments, and consultations with supervisory authorities (including, but not limited to, the Information Commissioner);
- 18.6.6 Notify the Data Controller without undue delay of a personal data breach;
- 18.6.7 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
- 18.6.8 Maintain complete and accurate records of all processing activities and the technical and organisational measures implemented necessary to ensure compliance with Clause 18 and to allow for audits by the Data Controller or any other person designated by the Data Controller.
- 18.7 [The Data Processor shall comply with any of its obligations with respect to the processing of personal data under this Clause 18.]
- OR**
- 18.7 [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 18 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 sub-processor, which shall be subject to the same obligations as are imposed on the Data Processor under Clause 18 and which shall permit both the Data Controller and the Data Processor to enforce those obligations;
- 18.7.1 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 18 and which shall permit both the Data Controller and the Data Processor to enforce those obligations;
- 18.7.2 Ensure that the sub-processor complies fully with its obligations under the Data Protection Legislation.]
- 18.8 Either the Consulting Company may, at any time, and on at least <<insert period of notice>> notice, alter the data protection provisions of this Agreement to comply with any applicable data protection law or regulation, or as part of an applicable certification scheme. Such terms shall be replaced by attachment to this Agreement.]

19 Cancellation

If prior to the performance of the Services, the Company notifies the

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- # E

- al or firm, has a bankruptcy order
y, goes into liquidation (except for
r re-construction and in such a
therefrom effectively agrees to be
ons imposed on that other party

- 20.3.6 anything a jurisdiction
- 20.3.7 that other p
- 20.3.8 Control of Persons no Date.

EITHER

- [¹20.4 The Company shall on or in connection Company or the C liabilities, costs or consequential (inclu loss of sales reven suffered by the Con
- 20.5 Subject to Sub-Cla either the Company the accrued rights date of termination.
- 20.6 Notwithstanding Su Company, the Com
- 20.6.1 the proporti of the Servic satisfactorily
- 20.6.2 where the p for the time termination
- together with any re
- 20.7 Where this Agreem Clause 20.2 or 20.3 Consulting Compan any amounts paid o

OR

- [²20.4 Expiry or any term Consulting Compan Company and the C
- 20.5 Upon any termina Consulting Compan
- 20.5.1 the proporti of the Servic satisfactorily
- 20.5.2 where the p for the time termination
- together with any re

foregoing under the law of any other party;

to cease to carry on business; or
 fired by any person or Connected other party on the Commencement

sulting Company or the Consultant of this Agreement by either the any loss, claim, damage, fees, ect, indirect, economic, financial, n to loss of profit, loss of goodwill, loss of opportunity) or otherwise) Consultant.

termination of this Agreement by any shall be without prejudice to Consulting Company prior to the

is Agreement is terminated by the ulting Company either:

or the Services as relates to those ces which have been properly and ination; or

lculated on an hourly charge rate, ly spent on the Services prior to

Company pursuant to either Sub- entitled to set off any liability of the breach of this Agreement against ny under Sub-Clause 20.6.]

nt by either the Company or the idice to the accrued rights of the t to the date of termination.

by either the Company or the y the Consulting Company either:

or the Services as relates to those ces which have been properly and ination; or

lculated on an hourly charge rate, ly spent on the Services prior to

¹ This option favours the Company.

² This option favours the Consulting Company

21 Effects of Termination

Upon the termination of this Agreement, the parties shall each:

- 21.1 the Company and the Consulting Company shall each (except to the extent necessary for the use, either directly or indirectly, of Confidential Information for the purposes of the Agreement, or for the purposes of any other party, and shall forthwith return to the other party any Confidential Information in its possession or control which contain or consist of Confidential Information;
- 21.2 the Company and the Consulting Company shall each consent to the cancellation of any and all rights of the other party in any record of it in any form or medium, in whole or in part, pursuant to this Agreement;
- 21.3 any provision of this Agreement expressed to continue in force after termination shall continue in full effect; and
- 21.4 subject as provided in this Agreement, neither the Company nor the Consulting Company shall be under any obligation to the other.

22 Confidentiality

- 22.1 The Company and the Consulting Company shall each at all times use its best endeavours to keep confidential and to procure that its employees and its agents shall keep confidential any Confidential Information of the other which it or they may acquire or come into possession of, in any such Confidential Information or in accordance with the order of a court of competent jurisdiction;
- 22.2 The Consultant shall at all times use its best endeavours to keep confidential, and to procure that its employees and its agents shall keep confidential, any Confidential Information which he/she may acquire and come into possession of, in any such Confidential Information or in accordance with the order of a court of competent jurisdiction;
- 22.3 The obligations of confidentiality contained in Sub-clauses 22.1 and 22.2 shall continue with respect to Confidential Information but shall cease to apply to any Confidential Information disclosed otherwise than by breach of its obligations contained in Sub-clauses 22.1 and 22.2, provided that nothing contained in this Agreement shall release either of the parties from disclosing any Confidential Information in or in connection with legal proceedings arising out of or in connection with the Agreement.

23 Force Majeure

- 23.1 If any party fails to perform its obligations under this Agreement as a result of an event or circumstance beyond its reasonable control ("Force Majeure"), it shall not be in breach of this Agreement. Such Force Majeure events or circumstances include but are not limited to: war, civil unrest, failure, internet service provider failure, natural disasters, fire, flood, storms, earthquakes, acts of terrorism, acts of war, or any other similar or dissimilar event or circumstance beyond the control of the Party in question.
- 23.2 The party unable to perform its obligations shall immediately give notice of this to the other parties and shall use its best endeavours to resume full performance as soon as reasonably possible.
- 23.3 **EITHER**
[In the event that the party unable to perform its obligations as a result of an event or circumstance beyond its reasonable control for a continuous period of <<insert period>>, the Company and the Consulting Company shall terminate this Agreement by written notice to the other party.]

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written notice to the
period. In the event
result of Force Majeure
Consulting Company
notice to the Consultant
period.].

and the Consultant at the end of that
cannot perform its obligations as a
period of <<insert period>>, the
terminate this Agreement by written
the Consultant at the end of that

OR

[In the event that a
Majeure for a continuous
shall automatically
writing.].

its obligations as a result of Force
<<insert period>>, then this Agreement
parties first agree otherwise in

23.4 Upon termination of
shall immediately pay

by Sub-Clause 23.3, the Company
Company either:

23.4.1 the proportion
of the Services
satisfactorily

for the Services as relates to those
Services which have been properly and
termination; or

23.4.2 where the price
for the time
termination

calculated on an hourly charge rate,
actually spent on the Services prior to

together with any relevant

24 Relationship of the Parties

M

24.1 The Consulting Company

be an independent contractor.

24.2 Subject to all other

ment:

24.2.1 the Consultant
and those of the
Consulting Company
Company shall
Company or
so;

activities and working methods
at all times be exclusively for the
supervise, direct and control. The
e, direct or control the Consulting
the Company have any right to do

24.2.2 the Consultant
for organizing
order the Services
ensure that

times be exclusively responsible
where, when, how, and in what
shall liaise with the Company to
the Company's requirements.

24.3 The Consulting Company
to fulfil its obligations
appointment of the
Agreement does not
Consulting Company
engagement or service
implied.

make its services available except
Agreement. The engagement and
to provide Services under this
obligations on the part of the
offer or accept any further contract,
relationship shall hereby be created or

24.4 Nothing in this Agreement
Consultant to be an agent or partner
the Consulting Company
such.

the Consulting Company or the
partner of the Company and neither
agent shall hold themselves out as

24.5 Nothing in this Agreement
of either of the other

Company to be an agent or partner

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25 No Waiver

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

of its rights under this Agreement or a waiver by any party of a breach of any provision of this Agreement or a breach of the same or any

26 Severance

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

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

27 Entire Agreement

27.1 [Subject to the provisions of the entire agreement, this Agreement supersedes and replaces all previous agreements between the parties.

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27.2 Each party acknowledges that, in entering into this Agreement, it is not relying on any representation or statement of fact except as expressly stated in this Agreement.

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27.3 Without limiting the remedies available to it, the remedy in respect of a breach of this Agreement shall be limited to the remedy provided in this Agreement, and its/his/her only remedy is for breach of this Agreement to exclude liability for any other act or omission of that other Member of the Company.

27.3 Without limiting the remedies available to it, the remedy in respect of a breach of this Agreement shall be limited to the remedy provided in this Agreement, and its/his/her only remedy is for breach of this Agreement to exclude liability for any other act or omission of that other Member of the Company.

28 Non-Assignment

28.1 [Subject to Sub-clause 28.2, the Agreement is personal to the parties and [subject to the provisions of the Agreement] no party may assign, mortgage, charge (otherwise than as a security) or sub-licence any of its/his/her rights hereunder.

28.1 [Subject to Sub-clause 28.2, the Agreement is personal to the parties and [subject to the provisions of the Agreement] no party may assign, mortgage, charge (otherwise than as a security) or sub-licence any of its/his/her rights hereunder.

28.2 [The Company shall not be bound by it and to exercise its rights hereunder through any act or omission of that other Member of the Company, be deemed to be the act or omission of the Company.

28.2 [The Company shall not be bound by it and to exercise its rights hereunder through any act or omission of that other Member of the Company, be deemed to be the act or omission of the Company.

29 Third Party Rights

The parties do not intend that this Agreement shall be enforceable under or by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Agreement.

The parties do not intend that this Agreement shall be enforceable under or by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Agreement.

30 Communication

30.1 The Consulting Company shall provide the Consultant with all advice notes, information relating to the Agreement, including price and delivery) to the Consultant.

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30.3 The Consultant shall provide the Consulting Company with all advice notes, information relating to the Agreement, including price and delivery) to the Consultant.

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31 Notices and Service

31.1 All notices to be given by any party to any other shall be in writing and shall be personally or sent by first class prepaid

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- post or by email and
- 31.1.1 in the case of
- 31.1.2 in the case of
Business Day
- 31.1.3 in the case of
time of trans
on the next
return email
- 31.2 All notices given un
registered [or princ
such other address
the party serving the
- 31.3 All notices given un
- EITHER**
- [the following email
Consulting Compan
Company: <<insert
Consultant: <<inser
or if the addressee
other email address
the latest email add
- OR**
- [the following email
Company: <<insert
Consulting Compan
Consultant: <<inser
- OR**
- [the most recent em
- 32 Further Assurance**
- Each party shall from time
after its termination) do a
reasonably necessary in or
- 33 Arbitration**
- 33.1 All disputes, differer
rights or obligations
shall be referred to
parties or, failing
appointed at the re
The Law Society
representations ma
arbitrator. The arbi
accordance with the
of such Act for the t
- 33.2 The parties agree t
courts concerning a

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served:

onally, at the time of delivery;

d by first class prepaid post, 2
atch; and

ormal Business Hours then at the
de normal Business Hours then
provided (in each case) that a

31.1.2 shall be delivered to the
whom it is to be served [or to
time to time by the latter party to

shall be addressed to

s>>

party serving the notice of some
Sub-Clause 31.3, then instead to
dressee party.]

s>>

e other party.]

continuation of this Agreement and
e all such documents as may be
rovisions of this Agreement.

out of this Agreement or as to the
in connection with its construction
bitrator to be agreed between the
4 days> by an arbitrator to be
ne President for the time being of
es] having due regard to any
appropriate qualifications of such
in <<London>> and shall be in
any re-enactment or modification

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

34 Applicable Law and Jurisdiction

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

34.2 The parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.

35 Agreement in Counterparts

This Agreement may be executed in counterparts and shall come into force once each party has executed a counterpart in identical form and exchanged the same with the other party.

IN WITNESS WHEREOF this Agreement has been executed the day and year first before written

SIGNED by

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

In the presence of

<<Name & Address of Witness>>

SIGNED by

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

In the presence of

<<Name & Address of Witness>>

SIGNED by

<<Insert name of Consultant>>

In the presence of

<<Name & Address of Witness>>

<<Insert details of Services here>>]

<<Insert details of Services here>>

Time for completion of Services

<<Insert time in which Services should be completed>>

Where the Consultant or the Consulting Company:

- (i) travelling expenses of the Consultant's travel between the Company's place of business and the Consultant's place of business;
- (ii) subsistence expenses of the Consultant on any day, other than a Working Day,

any:

expenses relating to the Consultant's travel between the Company's and the Company's or Consulting Company's place of business;

otherwise than during a Working Day;

the Company shall reimburse those costs incurred by the Consulting Company provided such expenditure is reasonable and necessary for the performance of the Services and provided that at all times the Company shall not be obliged to reimburse expenditure which is in excess of

Rail travel

Air travel

Overnight accommodation

ulting Company provided such performance of the Services and not be obliged to reimburse

or accommodation>> including breakfast

<<Insert fee amount or hourly charge here>>

<<Insert fee amount or hourly charge here>> start whether payable in lump sum or time (including VAT)

Time for completion of services

<<Insert month and year when services completed>>

<<Inset the type of services provided under Clause 19>>

Address to which documents are to be sent

<<Insert address here>>

Address to which documents are to be sent

<<Insert address here>>

Consulting Company representative

<<Insert name of Consulting Company representative here>>

Consulting Company representative

<<Insert name of Consulting Company representative here>>

Necessary permissions

<<Insert necessary permissions>>

Safety measures

<<Insert safety measures of Company>>

Pursuant to Clause 18.4, the following details of the nature and purpose of the processing of personal data, the scope, the processing:

[Pursuant to Clause 18.6.2, the following details of the technical and organisational measures agreed: