

S

A

M

CONTRACTOR AGREEMENT

P

L

E

THIS AGREEMENT is made the

BETWEEN:

- (1) <<Name of Company>> a number <<Company Reg <<Registered office>>("the
- (2) <<Name of Contractor>> a number <<Company Reg <<Insert Contractor's Addr

<<Country of Registration>> under whose registered office address is

<<Country of Registration>> under whose registered office address is

WHEREAS:

The Company appoints the Contractor to provide the Services to the Company and the Contractor agrees to provide the Services in accordance with the terms of the Agreement and upon the following terms and conditions.

Services to the Company and the Contractor agrees to provide the Services in accordance with the terms of the Agreement and upon the following terms and conditions.

IT IS AGREED as follows:

1. Definitions

In this Agreement, unless otherwise defined, the following expressions shall have the meanings set out below:

requires, the following words and expressions shall have the meanings set out below:

Commencement Date

<<Date of Agreement>>

Services

to be performed by the Contractor in accordance with the Agreement [and which shall include] <<Insert the Services to be performed by the Contractor>>];

to be performed by the Contractor in accordance with the Agreement which are set out in the Services.]

Services as the Company and the Contractor agree upon from time to time, in accordance with the terms of this Agreement.]

Worker

person, either self-employed or employed by the Contractor, with suitable skill, knowledge and experience who is nominated and approved by the Contractor to carry out the Services on behalf of the Contractor (being either the Contractor or those names/ is/are set out in the Agreement or any other suitable person/s).

2. Duration of the Agreement

The duration of this Agreement shall be for the period commencing on the Commencement Date and shall continue until <<Insert Term of Agreement>> in accordance with Clause 12.

Commencement Date and shall continue until this Agreement is terminated in accordance with Clause 12.

3. Contractor's Obligations

For the duration of the Agreement, the Contractor shall:

shall:

3.1 perform the Services in accordance with the Agreement;

3.2 make a Worker available to the Company for not less than <<Insert minimum number of days per week and for not less than <<Insert

or not less than <<Insert minimum number of days per week and for not less than <<Insert

S

A

M

P

L

E

S

accept any further
relationship shall be

ent or services. No continuing
ed.

5. Fees

5.1 The Company shall pay the Contractor fees of <<Insert hourly fee>> for each hour that the Contractor spends carrying out the Services. These fees are exclusive of any VAT added tax ("VAT"). Any VAT chargeable on the Contractor's fees and payable together with the fees.

fees of <<Insert hourly fee>> for
spends carrying out the Services.
added tax ("VAT"). Any VAT
the fees and payable together with

5.2 The fees for all hours worked by the Contractor in each calendar month shall be <<week/month>> together with any applicable VAT chargeable thereon. The Contractor shall invoice the Company for the Services provided and the fees due for the hours covered by the invoice. If VAT is charged on the fees, the invoice must be a valid VAT invoice.

t the Services in each calendar
ether with any applicable VAT
day of the following calendar
il the Services provided and the
s covered by the invoice. If VAT is
es must be a valid VAT invoice.

5.2 If a valid and correct invoice for <<week/month>> is delivered by the Contractor to the Company and payable within 14 days after the date on which it is due.

r <<week/month>> is delivered by
and payable within 14 days after

5.3 If there are periods of non-performance for the Contractor to perform, the Contractor shall be responsible for those periods. Fees are payable only in respect of periods of performance.

ces for the Contractor to perform,
er for those periods. Fees are
.

6. Expenses

6.1 The Company shall reimburse the Contractor for all travelling and other out of pocket expenses which are incurred by it or any Worker/s in the proper performance of the Services, other than their expenses of travelling between their normal place of business and the premises at which the Services are performed, provided that on request, the Contractor shall produce evidence of actual expenses as the Company may reasonably require.

tor all travelling and other out of
urred by it or any Worker/s in the
nder, other than their expenses of
nal place of business and the
rformed, provided that on request,
y with such vouchers or other
xpenses as the Company may

6.2 Any expense properly incurred by the Contractor under clause 6.1 shall be invoiced on the first working day of each <<week/month>> following the calendar month in which the expense was incurred. A valid and correct invoice for any expense shall be payable within 14 days after the date on which it is due.

o-clause 6.1 shall be invoiced on
<<week/month>> following the calendar
as incurred. A valid and correct
payable within 14 days after the

7. Late Payment

If the Company fails to make payment to the Contractor under Clause(s) 5 or 6 on the due date then, without prejudice to any other right or remedy available to the Contractor, the Contractor shall be entitled to:

e Contractor under Clause(s) 5 or
er right or remedy available to the

7.1 terminate this Agreement if the Company has failed to make payment to the Contractor within <<Insert number of days>> working days of the date on which the Contractor has given notice to the Company if the Company has failed to make payment within <<Insert number of days>> working days; and

n notice to the Company if the
yment within <<Insert number of
notice from the Contractor giving
quiring such payment to be made
days; and

7.2 charge the Company with interest at the rate of two per cent per annum above the base lending rate from time to time. Such interest shall accrue from the date on the amount unpaid both before and after any payment is made until the due date for payment until

date on the amount unpaid both
of two per cent per annum above
<<Insert rate of interest>> from time to time. Such
n the due date for payment until

¹ If the Company requires the Contractor to provide evidence of actual expenses (i.e. so that the Company's only obligation is to pay the fees for services provided), all of Clause 6 should be deleted, and the words in brackets in Clause 8.3 should also be deleted.

n expenses (i.e. so that the Company's only
on), all of Clause 6 should be deleted, and the

A

M

P

L

E

S

A

M

P

L

E

payment is made in
shall pay the interest

of the overdue sum. The Company
overdue sum.

8. Tax Liability

8.1 The Contractor shall
but not limited to
applicable) in respect
or in relation to this
any Worker/s.

taxes and contributions (including,
and national insurance, where
payable to the Contractor under
accounts which the Contractor pays

8.2 The Contractor hereby
claims that may be
respect of any such
penalties, relating
Agreement.

by the Company in respect of any
authorities against the Company in
contributions, including interest and
to the Company under this

8.3 The Contractor shall
provided by Clause

of its expenses (save as otherwise
, VAT.

9. No Employment or Other

9.1 The Contractor's
contractor.

any is that of an independent

9.2 Nothing in this Agreement
to a partnership,
between the Parties
and the Company
contractual relation

be deemed to constitute or give rise
or any employment relationship
relationship between any Worker
any relationship other than the
or in this Agreement.

9.3 Neither Party may
9.1 or 9.2.

manner conflicting with Sub-Clause

10. Exclusivity of Service and

10.1 The Contractor may
similar to the Services
written consent of the
or concerned in any
be in conflict with the
affect the efficient d

services which are the same as or
agrees that it will not, without the
way directly or indirectly engaged
partaking where this is or is likely to
pany or where this may adversely
or's duties under this Agreement.

10.2 For the purposes of
without limitation,
company engaged
such business being

act of interest is deemed to include,
or similar services to any other
the same as that of the Company,
the Company's business>>.

10.3 The Company may
are the same as or

s to provide it with services which

11. Confidential Information

11.1 The Contractor shall
(except in the prop
limit) after the termi

the Duration of this Agreement
igations) nor at any time (without
indirectly:

11.1.1 use, or per
person, co

own purposes or those of any other
or other organisation whatsoever;

11.1.2 disclose,
business e

sed, to any person, company,
n whatsoever;

any confidential in
associated compa

belonging to the Company or its
limited to any such information

S

A

M

P

L

E

13.2.2.2 if
nu
Se
ho

13.2.2.3 if
wi
ex

and in any s
of hours exp

13.3 Where this Agree
Clause 2, the Comp
that date by the
agreement between
shall not be entitled
cannot be required

14. Liability

14.1 This Clause 14 sets
for any breach of
tortious act or omis
statutory duty) arisi

14.2 Subject to sub-Cla
in contract, tort (in
duty or misrepres
goodwill, loss of b
interruption or mana
derived from this A
on any computer o
indirect or consequ
Party that arises ou

14.3 Nothing in this Clau

14.3.1 limit the lia
misrepres
personal inju

14.3.2 exclude or li
indemnity gi

14.4 Subject to Clause
connection with t
negligence), restitu
otherwise) shall b
(excluding any VA
carried out during t
liability arose.

15. Force Majeure

15.1 Neither Party to th
performing its oblig
that is beyond the
causes include, bu
failure, industrial a
terrorism, acts of v
event or circumstar

required a particular or minimum
expended on those particular
tor has completed that number of

ne Contractor that the Company
cease work no later than upon
until no later than that expiry.

shall pay the fees for the number

termination date referred to in
fees for all hours expended up to
vices pursuant to any previous
at those Services. The Contractor
or any Services after that date and
out any Services after that date.

ability of the Parties to each other
ny representation, statement, or
nited to, negligence and breach of
with this Agreement.

shall be liable to the other, whether
stitution, or for breach of statutory
profit, loss of revenue, loss of
s of anticipated saving, business
achieve any benefit expected to be
any asset, loss of data recorded
ny special commercial, economic,
that may be suffered by the other
this Agreement.

visions of this Agreement shall:

the other for fraud or fraudulent
wilful misconduct, or for death or

Contractor under or in respect of the

f either Party arising out of or in
er in contract, tort (including
tory duty or misrepresentation or
t sum>>][the total of the fees
r this Agreement for all Services
reement preceding the date such

liable for any failure or delay in
e or delay results from any cause
at Party ("Force Majeure"). Such
er failure, internet service provider
ood, storms, earthquakes, acts of
or any other similar or dissimilar
ontrol of the Party in question.

S

15.2 [In the event that hereunder as a res period>>, the other written notice at the Parties shall agree completed up to the

ent cannot perform its obligations for a continuous period of <<insert tion terminate this Agreement by the event of such termination, the reasonable payment for all work

16. Company Property

On the termination of this Company in accordance with specifications, software, materials thereof) and any other Companies which are in its required by the Company, under this Clause 16.

or must immediately return to the ipment, correspondence, records, other documents (and any copies the Company or its associated s control. The Contractor will, if so has complied with its obligations

17. No Waiver

No failure or delay by either shall be deemed to be a breach of any provision of subsequent breach of the s

of its rights under this Agreement and no waiver by either Party of a e deemed to be a waiver of any on.

18. Assignment and Sub-Co

18.1 Subject to sub-Cl Neither Party may charge) or sub-lice sub-contract or oth the written consent withheld.

ment is personal to the Parties. charge (otherwise than by floating te any of its rights hereunder, or its obligations hereunder without n consent not to be unreasonably

18.2 The Contractor sha by it through any d (including any Wor other member of it this Agreement, be

any of the obligations undertaken p or through any sub-contractors tor). Any act or omission of such ntractor shall, for the purposes of ommission of the Contractor.

19. Third Party Rights

19.1 No one other than assignees, shall ha Contracts (Rights o

t, their transferees, successors or ny of its terms and accordingly the shall not apply to this Agreement.

19.2 Subject to this Clau transferee, success

all continue and be binding on the her Party as required.

20. Notice

20.1 All notices to be giv be in writing and sh notice, or on behal

t by either Party to the other shall n if signed by the Party giving the uthorised officer of that Party.

20.2 Notices shall be de

given:

20.2.1 when delive registered n

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

20.2.2 when sent, or

and a return receipt is generated;

20.2.3 on the fifth ordinary ma

g mailing, if mailed by national

A

M

P

L

E

S

In each case notice
address notified to

the most recent address or e-mail

21. Entire Agreement

21.1 This Agreement c
respect to its subje
in writing signed by

ement between the Parties with
modified except by an instrument
representatives of the Parties.

21.2 Each Party acknow
rely on any repres
provided in this A
implied by statute c
by law.

into this Agreement, it does not
er provision except as expressly
itions, warranties or other terms
ded to the fullest extent permitted

22. Law and Jurisdiction

This Agreement is to be g
England and Wales and th
jurisdiction of the English
proceedings in respect of t

d in accordance with the Laws of
to the [exclusive] [non-exclusive]
spect of any dispute and/or legal
matter arising hereunder.

[23. Data Protection and Data

The provisions of Schedule
Agreement]

ply as if set out in the body of this

A

M

Worker(s): <<Insert full name of V

y be engaged by the Contractor>>

1. [Data Protection

1.1 All personal data that the C
accordance with the provis
Regulation (“GDPR”) and the

e collected, processed, and held in
2016/679 General Data Protection
e GDPR.

1.2 For complete details of the
personal data including, but n
legal basis or bases for usin
and personal data sharing (w
[available from <<insert locati

rocessing, storage, and retention of
) for which personal data is used, the
y’s rights and how to exercise them,
fer to the Contractor’s Privacy Notice

2. [Data Processing

2.1 In this Schedule:

2.1.1 “personal data”, “data
breach” shall have th
Data Protection Regu

“data processor”, and “personal data
e 4, EU Regulation 2016/679 General

2.1.2 “Data Protection Leg
General Data Protec
UK, the GDPR and
legislation (as amen
legislation which succ

and until EU Regulation 2016/679
s no longer directly applicable in the
g laws, regulations, and secondary
n the UK and subsequently 2) any

2.2 [All personal data to be proce

behalf of the Company, subject to this

P

L

E

Agreement, shall be processed into which the Parties shall enter

OR

2.2 [Both Parties shall comply with the Data Protection Legislation. Neither Party shall be held liable or relieve either Party of any obligations under the Data Protection Legislation and shall not remove or replace any of those obligations]

2.3 For the purposes of the Data Protection Legislation, the Contractor shall be deemed to be the "Data Processor" and the Contractor shall be deemed to be the "Data Controller".

2.4 The type(s) of personal data to be processed, the purpose(s) of the processing and the duration of the processing shall be set out in this Schedule.

2.5 The Data Controller shall ensure that the Contractor obtains all necessary consents and notices from the Data Subjects as required to enable the lawful processing of the personal data described in the Annex to this Schedule.

2.6 The Data Processor shall, with respect to the processing of personal data, perform the performance of any of its obligations under the Data Protection Legislation:

2.6.1 Process the personal data in accordance with the instructions of the Data Controller unless the Data Protection Legislation prohibits or restricts such processing unless prohibited from doing so by the Data Protection Legislation.

2.6.2 Ensure that it has in place appropriate technical and organisational measures (as approved by the Data Controller) to protect the personal data from unauthorised or unlawful processing, disclosure, destruction, loss, erasure, alteration or destruction. Such measures shall be proportionate to the personal data being processed, taking into account the current state of the art, the nature of the personal data, the risks to the rights and freedoms of the Data Subjects of such processing and the likelihood of such a breach occurring. The Data Controller and the Data Processor shall agree and set out such measures in this Schedule;

2.6.3 Ensure that any and all personal data (whether for processing or storage) is held confidentially and is not disclosed to any third party unless required to do so by law or the Data Controller; and

2.6.4 Not transfer any personal data to any third party without the prior written consent of the Data Controller, which consent shall only be given if the following conditions are satisfied:

2.6.4.1 The Data Controller has approved the transfer of the personal data to the third party and the Data Processor has/have provided suitable safeguards for the personal data;

2.6.4.2 Affected data subjects have been notified of the transfer of the personal data and their rights and effective legal remedies;

2.6.4.3 The Data Processor shall be bound by the same obligations under the Data Protection Legislation, particularly with respect to the protection of the personal data so transferred, as the Data Controller;

2.6.4.4 The Data Processor shall be bound by all reasonable instructions given in writing by the Data Controller in respect of the processing of the personal data;

2.6.4.5 Assist the Data Controller, at the Data Controller's cost, in responding to any requests from the Data Subjects for access to, or correction of, the personal data, ensuring its compliance with the Data Protection Legislation, including security, breach notifications, impact assessments and responses to requests from supervisory authorities or regulators (including, but not limited to, the Information Commissioner's Office);

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

2.6.4.7 On the Data Controller's instruction, delete (or otherwise dispose of) the personal data and all copies thereof to the Data Controller or its representatives, unless it is required to retain any of the personal data for legal or regulatory purposes.

STAMP

terms of a Data Processing Agreement (DPA) shall be processed.]

2.2 [Both Parties shall comply with the Data Protection Legislation. Neither Party shall be held liable or relieve either Party of any obligations under the Data Protection Legislation and shall not remove or replace any of those obligations]

2.3 For the purposes of the Data Protection Legislation, the Contractor shall be deemed to be the "Data Processor" and the Contractor shall be deemed to be the "Data Controller".

2.4 The type(s) of personal data to be processed, the purpose(s) of the processing and the duration of the processing shall be set out in this Schedule.

2.5 The Data Controller shall ensure that the Contractor obtains all necessary consents and notices from the Data Subjects as required to enable the lawful processing of the personal data described in the Annex to this Schedule.

2.6 The Data Processor shall, with respect to the processing of personal data, perform the performance of any of its obligations under the Data Protection Legislation:

2.6.1 Process the personal data in accordance with the instructions of the Data Controller unless the Data Protection Legislation prohibits or restricts such processing unless prohibited from doing so by the Data Protection Legislation.

2.6.2 Ensure that it has in place appropriate technical and organisational measures (as approved by the Data Controller) to protect the personal data from unauthorised or unlawful processing, disclosure, destruction, loss, erasure, alteration or destruction. Such measures shall be proportionate to the personal data being processed, taking into account the current state of the art, the nature of the personal data, the risks to the rights and freedoms of the Data Subjects of such processing and the likelihood of such a breach occurring. The Data Controller and the Data Processor shall agree and set out such measures in this Schedule;

2.6.3 Ensure that any and all personal data (whether for processing or storage) is held confidentially and is not disclosed to any third party unless required to do so by law or the Data Controller; and

2.6.4 Not transfer any personal data to any third party without the prior written consent of the Data Controller, which consent shall only be given if the following conditions are satisfied:

2.6.4.1 The Data Controller has approved the transfer of the personal data to the third party and the Data Processor has/have provided suitable safeguards for the personal data;

2.6.4.2 Affected data subjects have been notified of the transfer of the personal data and their rights and effective legal remedies;

2.6.4.3 The Data Processor shall be bound by the same obligations under the Data Protection Legislation, particularly with respect to the protection of the personal data so transferred, as the Data Controller;

2.6.4.4 The Data Processor shall be bound by all reasonable instructions given in writing by the Data Controller in respect of the processing of the personal data;

2.6.4.5 Assist the Data Controller, at the Data Controller's cost, in responding to any requests from the Data Subjects for access to, or correction of, the personal data, ensuring its compliance with the Data Protection Legislation, including security, breach notifications, impact assessments and responses to requests from supervisory authorities or regulators (including, but not limited to, the Information Commissioner's Office);

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

2.6.4.7 On the Data Controller's instruction, delete (or otherwise dispose of) the personal data and all copies thereof to the Data Controller or its representatives, unless it is required to retain any of the personal data for legal or regulatory purposes.

S

2.6.4.8 Maintain correct technical and organisational measures implemented necessary to demonstrate compliance with Clause 2 and to allow for audits by the Data Controller.

records of all processing activities and measures implemented necessary to demonstrate compliance with Clause 2 and to allow for audits by the Data Controller.

2.7 [The Data Processor shall ensure that its obligations with respect to the processing of personal data under this Agreement are met.]
OR

its obligations with respect to the processing of personal data under this Agreement are met.]

2.7 [The Data Processor shall not disclose or make available personal data to any third party without the prior written consent of the Data Controller (unless such consent is unreasonably withheld). In the event of such disclosure or availability, the Data Processor shall:

disclose or make available personal data to any third party without the prior written consent of the Data Controller (unless such consent is unreasonably withheld). In the event of such disclosure or availability, the Data Processor shall:

2.7.1 Enter into a written agreement with any sub-processor, which shall impose upon the sub-processor the same obligations as those imposed upon the Data Processor by this Agreement and which shall ensure that the sub-processor enforces those obligations.

sub-processor, which shall impose upon the sub-processor the same obligations as those imposed upon the Data Processor by this Agreement and which shall ensure that the sub-processor enforces those obligations.

2.7.2 Ensure that the sub-processor is bound by its obligations under that agreement and the Data Protection Act 1998.

sub-processor is bound by its obligations under that agreement and the Data Protection Act 1998.

2.8 Either Party may, at any time, upon written notice, alter the data protection provisions of this Agreement applicable to the processing of personal data under this Agreement. Such terms shall apply to all personal data processed under this Agreement.

Either Party may, at any time, upon written notice, alter the data protection provisions of this Agreement applicable to the processing of personal data under this Agreement. Such terms shall apply to all personal data processed under this Agreement.

Pursuant to Clause 2.4 of Schedule 3, the Contractor shall provide the Data Controller with the type(s) of personal data, the scope, nature and purpose of the processing of such data.

the Contractor shall provide the Data Controller with the type(s) of personal data, the scope, nature and purpose of the processing of such data.

<<Insert full details>>]

processing:

[Pursuant to Clause 2.6.2 of Schedule 3, the Contractor shall ensure that the Data Processor implements appropriate technical and organisational measures to ensure that the Data Processor is able to demonstrate compliance with Clause 2 and to allow for audits by the Data Controller.]

appropriate technical and organisational measures to ensure that the Data Processor is able to demonstrate compliance with Clause 2 and to allow for audits by the Data Controller.]

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

executed the day and year first

SIGNED by

<<Name and Title of person signing for and on behalf of <<Company Name>>>

In the presence of

<<Name & Address of Witness>>

SIGNED by

<<Name and Title of person signing for and on behalf of <<Contractor's Name>>>

In the presence of

<<Name & Address of Witness>>

A

M

P

L

E