

**THIS LETTER OF INTENT (“LOI”**

day of

**BY:**

- (1) <<Name of Contractor>> red in England under number  
<<Company Registration N ered office is at] **OR** [of] <<insert  
Address>> (“Contractor”);
- (2) <<Name of Employer>> ed in England under number  
<<Company Registration N ered office is at] **OR** [of] <<insert  
Address>> (“Employer”)

**1. Definitions**

In this Letter of Intent the fo e the following meanings:

- “**Agreement**” agreement signed by both Parties,  
a date after the date of this LOI;
- “**Detailed Terms**” ommercial and legal terms and  
ement;
- “**LOI**” tent, including the Schedule;
- “**Party**” ractor or the Employer;
- “**Pre-Contract [Services] OR [Works]**” the whole of the [Services] **OR**  
identified in Part 1 of the Schedule  
[Services] **OR** [Works];
- “**[Services] OR [Works]**” of the [Services] **OR** [Works]  
art 1 (Pre-Contract [Services] **OR**  
(Remainder of the [Services] **OR**  
ule; and
- “**Schedule**” o this LOI

**2. Status of this LOI and oth**

- 2.1 Subject to sub-Cla intended to be, and will not be,  
legally binding on th
- 2.2 The Parties agree t of this LOI will, in accordance with  
their terms, be lega contract;
- 2.3 The Parties have h d other communications about the  
possible content of y have yet to discuss, negotiate,  
draft, or agree on s y any Detailed Terms, or details of  
[Services] **OR** [Wor he Contractor for the Employer, or  
any such other ma ue course agree to set out in an  
Agreement;

S

A

M

P

L

E

S

2.4 However, the Parties agree in good faith that those [Services] OR [Works] will comprise the [Services] OR [Works] subject to any additions, deletions, further details, or other changes to those [Services] OR [Works] which, in addition to the LOI, the Parties discuss, agree and set out in an Agreement;

in addition to agreeing the details set out in an Agreement, they will, as a condition of this LOI also fully discuss, negotiate, draft, and agree on the proposed Agreement and its Terms and any other content of that content in the Agreement and

2.5 The Parties further agree that, in addition to agreeing the details of the [Services] OR [Works] set out in an Agreement, they will, as soon as reasonably practicable, negotiate, draft, and agree on the proposed Agreement and its Terms and any other content of that content in the Agreement and proceed to sign it;

in addition to agreeing the details set out in an Agreement, they will, as a condition of this LOI also fully discuss, negotiate, draft, and agree on the proposed Agreement and its Terms and any other content of that content in the Agreement and

2.6 Subject to sub-Clause 3.2, the Agreement and its Terms shall, from the date of its execution, be the only contract between the Parties and there shall be no other contract, oral or written, or any other [Services] OR [Works] contract; and

when both Parties sign such an Agreement, the Agreement, according to its express terms will supersede and replace this LOI, and the Agreement shall be legally binding on them as a contract;

2.7 The Parties intend that the Agreement, when entered into, will replace this LOI, and the Agreement will incorporate and regulate all of the [Services] OR [Works] set out in the Agreement and any Pre-Contract [Services] OR [Works] carried out under this LOI up to the date of the Agreement;

the Agreement entered into will supersede and replace this LOI, and the Agreement will incorporate and regulate all of the [Services] OR [Works] set out in the Agreement and any Pre-Contract [Services] OR [Works] carried out under this LOI up to the date of the Agreement;

2.8 The Parties agree that the Agreement shall stand, and that this LOI shall govern any and all [Services] OR [Works] carried out under this LOI until any such Agreement is entered into; and

Clause 3.2, unless and until an Agreement is entered into, shall stand, and that this LOI shall govern any and all [Services] OR [Works] carried out under this LOI until any such Agreement is entered into; and

2.9 The Parties agree that the Agreement shall stand, and that this LOI shall govern any and all [Services] OR [Works] carried out under this LOI until any such Agreement is entered into; and

no oral or written statement or representation (negotiations, discussions, or otherwise) shall stand, and that this LOI shall govern any and all [Services] OR [Works] carried out under this LOI until any such Agreement is entered into; and

**3. Ongoing Discussion and Negotiations**

3.1 Notwithstanding such discussions or negotiations, the Parties will not have any legal obligation to continue such discussions or negotiations, or to agree, produce, or execute any contract, oral or written, or any other [Services] OR [Works] contract;

the Parties will not have any legal obligation to continue such discussions or negotiations, or to agree, produce, or execute any contract, oral or written, or any other [Services] OR [Works] contract;

3.2 Either Party may, at any time, terminate such discussions or negotiations, and for any or no reason, without liability to the other, at any time, by giving written notice to the other;

liability to the other, at any time, by giving written notice to the other, without liability to the other, at any time, by giving written notice to the other;

**4. Pre-Contract [Services] OR [Works] Carried Out – Procedure**

4.1 The Contractor will not begin to carry out, continue or complete all or any [Services] OR [Works] on or after the date of this LOI, or after the date of its existence, without the prior written consent or consent given pursuant to sub-Clause 4.2;

to begin to carry out, continue or complete all or any [Services] OR [Works] on or after the date of this LOI, or after the date of its existence, without the prior written consent or consent given pursuant to sub-Clause 4.2;

4.2 If at any time after the date of this LOI, or after the date of its existence, the Contractor begins to carry out, continue or complete all or any [Services] OR [Works] on or after the date of this LOI, or after the date of its existence, without the prior written consent or consent given pursuant to sub-Clause 4.2;

before the coming into existence of the Agreement, the Contractor shall not begin to carry out, continue or complete all or any [Services] OR [Works] on or after the date of this LOI, or after the date of its existence, without the prior written consent or consent given pursuant to sub-Clause 4.2;

A

M

P

L

E

S

4.2.1 the Employer shall be obliged to carry out all of the obligations set out in the Pre-Contract [Services] OR [Works] or that part thereof which the Employer has indicated in its absolute and unqualified written notice to the Contractor to carry out the obligations requested by the Employer;

written notice to the Contractor to carry out all of the obligations set out in the Pre-Contract [Services] OR [Works] or that part thereof which the Employer has indicated in its absolute and unqualified written notice to the Contractor to carry out the obligations requested by the Employer;

A

4.2.2 the Contractor shall be obliged to carry out all of the obligations set out in the Pre-Contract [Services] OR [Works] or that part thereof which the Employer has indicated in its absolute and unqualified written notice to the Contractor to carry out the obligations requested by the Employer, unless the Contractor has given written notice to the Employer of its objection to the Pre-Contract [Services] OR [Works] or that part thereof which the Contractor requested to carry out;

by written notice to the Employer of its objection to the Pre-Contract [Services] OR [Works] or that part thereof which the Contractor requested to carry out, unless the Employer may in its absolute and unqualified discretion give consent by written notice to the Contractor to carry out the Pre-Contract [Services] OR [Works] or that part thereof which the Contractor requested to carry out;

M

4.3 Subject to sub-Clause 4.2, the Contractor shall be entitled to be paid under the Pre-Contract [Services] OR [Works] in respect of invoices to the Employer on a <<monthly>> basis on or before the date of the Pre-Contract [Services] OR [Works] invoice, but the Contractor shall not be entitled to any interest or other costs or remuneration;

sub-Clause 4.2 but not otherwise, the Contractor shall be entitled to be paid under the Pre-Contract [Services] OR [Works], it shall be entitled to be paid under Part 3 of the Schedule for those Pre-Contract [Services] OR [Works] provided that the Contractor first gives written notice to the Employer of its objection to the Pre-Contract [Services] OR [Works] or that part thereof which the Contractor requested to carry out (such invoices to be issued on or before the date of the part of the Pre-Contract [Services] OR [Works] invoice in each case), but the Contractor shall not be entitled to any interest or other costs or remuneration;

P

4.4 Unless the Employer gives written notice to the Contractor at any time before the Contractor has carried out any Pre-Contract [Services] OR [Works] carried out under sub-Clause 4.2, the Contractor shall be entitled to be paid under the Pre-Contract [Services] OR [Works] in respect of all Pre-Contract [Services] OR [Works] carried out under sub-Clause 4.2, but the Contractor shall not be entitled to any interest or other costs or remuneration;

otherwise in a written notice to the Employer of its objection to the Pre-Contract [Services] OR [Works] or that part thereof which the Contractor requested to carry out, the Contractor shall be entitled to be paid under the Pre-Contract [Services] OR [Works] in respect of all Pre-Contract [Services] OR [Works] carried out under sub-Clause 4.2, but the Contractor shall not be entitled to any interest or other costs or remuneration;

L

4.5 The Parties intend that payments made under sub-Clause 4.3 of the Pre-Contract [Services] OR [Works] shall be credited against, and set off with, any amount due to the Employer of any Pre-Contract [Services] OR [Works] carried out under sub-Clause 4.2. The Parties intend that if such Agreement is entered into, the Contractor shall still provide for the Contractor shall be entitled to be paid under the Pre-Contract [Services] OR [Works] in respect of all Pre-Contract [Services] OR [Works] carried out under sub-Clause 4.2, but the Contractor shall not be entitled to any interest or other costs or remuneration;

provide that payments made under sub-Clause 4.3 of the Pre-Contract [Services] OR [Works] shall be credited against, and set off with, any amount due to the Employer of any Pre-Contract [Services] OR [Works] carried out under sub-Clause 4.2. The Parties intend that if such Agreement is entered into, the Contractor shall still provide for the Contractor shall be entitled to be paid under the Pre-Contract [Services] OR [Works] in respect of all Pre-Contract [Services] OR [Works] carried out under sub-Clause 4.2, but the Contractor shall not be entitled to any interest or other costs or remuneration;

E

4.6 If either Party gives written notice to the other Party under sub-Clause 3.2, any Pre-Contract [Services] OR [Works] being carried out shall thereupon cease to be further carried out and the Employer will not be liable to pay any amount under the Pre-Contract [Services] OR [Works] carried out thereafter by the Contractor;

under sub-Clause 3.2, any Pre-Contract [Services] OR [Works] being carried out shall thereupon cease to be further carried out and the Employer will not be liable to pay any amount under the Pre-Contract [Services] OR [Works] carried out thereafter by the Contractor;

S

4.7 The Employer will hold the Contractor responsible for any lateness in or failure to carry out [Services] OR [Works] or for any incompleteness of contract [Services] OR [Works];

4.8 The Employer will not be liable to the Contractor carrying out any Pre-Contract [Services] OR [Works] which are carried out will be to the Employer's sole liability in respect of Pre-Contract [Services] OR [Works] which are carried out will be to make payment as set out in Clause 4 for Pre-Contract [Services] OR [Works]; and

4.9 If an agreement [Services] OR [Works] arises as a consequence of the Contractor's performance of Clauses 4.2 and 4.3, it shall not be deemed to incorporate any terms which either Party at any time has previously proposed or agreed.

**5. Pre-Contract [Services] OR [Works] Clauses**

5.1 Any such act as is described in Clause 5.2 shall not be deemed to be:

5.1.1 Acceptance of any proposed or draft terms of an Agreement or

5.1.2 Part performance of any proposed or draft terms of an Agreement comprising proposed or draft terms

5.1.3 Part performance of any proposed or draft terms of an Agreement (other than agreement pursuant to Clause 4.3) of this LOI);

5.2 An "act" for the purposes of Clause 4.3 shall be:

5.2.1 A request by the Contractor to be permitted to carry out any Pre-Contract [Services] OR [Works];

5.2.2 Consent by the Employer to the Contractor's request to carry out any Pre-Contract [Services] OR [Works];

5.2.3 Carrying out any Pre-Contract [Services] OR [Works] by the Contractor;

5.2.4 Payment by the Contractor to the Employer pursuant to Clause 4.3 or acceptance of such payment by the Employer;

5.2.5 Conduct or steps by the Contractor or the Employer including any conduct or steps by the Contractor or the Employer *either* any Pre-Contract [Services] OR [Works]; or

5.2.6 Acceptance in sub-Clause 4.3 of any such conduct or steps as described in sub-Clause 4.3.

**6. Confidentiality**

6.1 Each Party ("the Disclosing Party") shall not disclose to the Other Party that in consideration of the performance of the Contract or making available to the First Party any confidential information or documents concerning the business, affairs, customers, clients, or other Party which is or might be

A

M

P

L

E

S

A

M

P

L

E

relevant to the Pre-Contract Agreement (“Confidential Information”) shall not disclose that Confidential Information out of any Pre-Contract Agreement relating to the [Services]

[Works] or use of them or to an Agreement. The First Party shall not use or disclose Confidential Information for any purpose other than the carrying out of the [Works], or evaluation, discussion, or negotiation of an Agreement;

6.2 Neither Party is liable for the disclosure of any Confidential Information in connection with their discussions and negotiations relating to the [Works] or supply or make available any Confidential Information to each other;

Neither Party shall be liable to make available to the other Party any Confidential Information in connection with their discussions and negotiations relating to the [Works] or supply or make available any Confidential Information to each other;

6.3 Neither Party shall be liable for any inaccuracies or omissions in any Confidential Information supplied or makes available to the other Party;

Neither Party shall be liable to have any liability to the other Party for any inaccuracies or omissions in any Confidential Information that it supplies or makes available to the other Party;

6.4 If at any time either Party provides Confidential Information to the other Party, the other Party shall do so promptly and shall return the same; and

Each Party shall be obliged to return any Confidential Information provided to the other Party, the other Party shall promptly return any copies it has made of the Confidential Information;

6.5 Each Party acknowledges that an inadequate remedy in law exists in respect of specific performance of the obligations of a defaulting Party in this Clause 6, without prejudice to any other remedies in relation to such breach;

Each Party acknowledges that damages alone would be an inadequate remedy in law in respect of Clause 6, and that an injunction, specific performance, or other relief, should be awarded against the other Party in the event of an actual breach by it of this Clause 6, without prejudice to any other remedies that either Party may have available in relation to such breach;

6.6 In this Clause 6

6.6.1 “Data Protection Legislation” means the Data Protection Act 1998 (as amended) and any secondary legislation which is made under that Act;

1) unless and until GDPR is not yet applicable in the UK, GDPR and any national or secondary legislation (as amended) in the UK and subsequently 2) any other legislation which is made under that Act;

6.6.2 “GDPR” means the General Data Protection Regulation; and

16/679 General Data Protection Regulation;

6.6.3 “personal data” means personal data as defined in the Data Protection Legislation.

as defined in the Data Protection Legislation.

6.7 If in connection with the [Works] or otherwise processed by the other Party (“Other Party”) or

the First Party (“First Party”) collects, holds or processes personal data when First Party undertakes to the [Works] or otherwise processed by the other Party (“Other Party”) or

6.7.1 in connection with the [Works] or otherwise processed by the other Party (“Other Party”) or

the First Party (“First Party”) collects, holds or processes personal data when First Party undertakes to the [Works] or otherwise processed by the other Party (“Other Party”) or

a) this LOI; and

b) any discussion, negotiation or agreement on the Detailed Terms; and/

any discussion, negotiation or agreement on the Detailed Terms; and/

c) entering into any Pre-Contract Agreement;

d) any Pre-Contract Agreement;

any Pre-Contract Agreement;

6.7.2 in accordance with the rights under the Data Protection Legislation and the rights under the Data Protection Legislation of the Other Party and the rights under the Data Protection Legislation of any third party;

in accordance with the rights under the Data Protection Legislation and the rights under the Data Protection Legislation of the Other Party and the rights under the Data Protection Legislation of any third party;

6.7.3 in accordance with the rights under the Data Protection Legislation and the rights under the Data Protection Legislation of any third party;

in accordance with the rights under the Data Protection Legislation and the rights under the Data Protection Legislation of any third party;

S

LOI][is available  
or before the

en provided to the Other Party on

6.8 Any personal data  
connection with this  
Data Sharing Agree  
occurs.

rst Party with the Other Party in  
y in accordance with the terms of a  
e Parties before any such sharing

**7. Law and Jurisdiction**

7.1 This LOI, the Pre-Contract  
negotiations between  
[Works] and an Agreement  
connection with the  
construed in accordance

[Works], and the discussions and  
nection with the [Services] OR  
ates or claims arising out of or in  
ent, shall be governed by, and  
ngland and Wales; and

7.2 Any dispute, controversy  
this LOI, the Pre-Contract  
or an Agreement, shall be  
Wales.

claim between the Parties relating to  
[Works], the [Services] OR [Works],  
ction of the courts of England and

A

M

P

*Note: The [Services] OR [Works] described in  
both Parts 1 and 2 below*

services and works described in

**PART 1 - Pre-Contract [Services]**

*Note: These [Services] OR [Works] may be  
carried out under this LOI pursuant to the  
<<insert description of this part of the LOI [Services]  
>>*

r [Services] OR [Works]) may be  
s]>>

**PART 2 - Remainder of the [Services]**

*Note: None of these [Services] OR [Works] shall  
to be carried out under any Agreement entered into  
by the Parties.*

out under this LOI. They are only  
o by the Parties.

E

<<insert description of the remainder of the [Services]/[Works]>>

[Works]>>

**PART 3 - Provision for payment pursuant to Clause 4**

[Services] OR [Works] carried out

*Note - This note is not part of this contract. <<Insert details of terms of payment for [Services] OR [Works]>> The following is a list of suggestions for [Services] OR [Works] to be carried out. If no alternative fully meets your needs, you must use the alternative suggested.*

*How you to pay for Pre-Contract [Services] OR [Works]>> give list examples. If none of these alternatives fully meets your needs, you must use the alternative suggested.*

[<<Rate per hour for each man hour shown on daily time sheets for each person involved in the [Services]/[Works] covered by that contract.>>]

[Services]/[Works], to be paid against the contract to particularise the Pre-Contract [Services] OR [Works] carried out

**OR**

[<<Actual costs reasonably incurred for the [Services] OR [Works] to be paid. Costs to be demonstrated by the Contractor to be necessary and reasonable for the [Services] OR [Works] to be carried out, or by such other reasonable evidence as the Contractor may produce, including particular aspects of the work/service, for rectification of defective service, or for the [Services] OR [Works] to be carried out, plus [ ] % profit margin.>>]

Pre-Contract [Services]/[Works] are necessary and reasonable for the [Services] OR [Works] to be carried out, plus [ ] % profit margin. ]

or by such other reasonable evidence as the Contractor may produce, including particular aspects of the work/service, for rectification of defective service, or for the [Services] OR [Works] to be carried out, plus [ ] % profit margin.>>]

necessarily incurred showing the actual costs incurred, with no costs chargeable to the Contractor.

**OR**

[<<Actual costs reasonably incurred for the [Services] OR [Works] to be paid. Costs to be demonstrated by the Contractor to be necessary and reasonable for the [Services] OR [Works] to be carried out, or by such other reasonable evidence as the Contractor may produce, including particular aspects of the work/service, for rectification of defective service, or for the [Services] OR [Works] to be carried out, plus [ ] % profit margin.>>]

plus [ ] % profit margin.>>]

**OR**

[<<For each of the following elements of the [Services] OR [Works] completed, the amount shown will be paid to the Contractor, plus [ ] % profit margin.>>]

Contract [Services]/[Works] fully completed, the amount shown will be paid to the Contractor, plus [ ] % profit margin.>>]

<< describe element/module>> And << describe element/module>> And << describe element/module>> And Etc.]

**PART 4 - Attach a copy of each of the [Services] OR [Works] as referenced in Clause 6.7.3**

as referenced in Clause 6.7.3

**EITHER**

[SIGNED on the above date for and on behalf of the Contractor by <<Name and Title of person signing on behalf of the Contractor>>]

[SIGNED on the above date for and on behalf of the Contractor by <<Name of Contractor>>] :

\_\_\_\_\_  
Authorised Signature

**OR**

[SIGNED on the above date by <<Name of Contractor>>]

[SIGNED on the above date by <<Name of Contractor>>]

Signature

**AND**

**EITHER**

[SIGNED on the above date for and on behalf of <<Name of Employer>>] :

By <<Name and Title of person signing>>

\_\_\_\_\_  
Authorised Signature

**OR**

[SIGNED on the above date by <<Name of person signing>>]

\_\_\_\_\_  
Signature

S

A

M

P

L

E