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FREELANCE SOCIAL MEDIA MANAGER'S CONSULTANT'S AGREEMENT

THIS AGREEMENT is made the
BETWEEN:

- (1) <<Name of Consultant>> of <<Country of Registration>> under
number <<Company Registration Number>> whose registered office is at] **OR** [of
<<insert Address>> ("the Consultant") and

WHEREAS:

- (1) The Client owns and operates <<insert URL>> ("the Website"), and
wishes to improve its promotion of the Website through the advertising and
promotion of the Website.
- (2) The Consultant is engaged in providing social media marketing
services [<<insert a more detailed description of the services to be provided>>].
- (3) The Client hereby engages the Consultant hereby accepts such
engagement to provide the Consulting Services as described herein,
subject to and in accordance with the terms and conditions of this Agreement.

IT IS AGREED as follows:

1. **Definitions and Interpretation**

- 1.1 In this Agreement, unless otherwise requires, the following
expressions have the following meanings:

"Assistant"

[a person employed] person [or person employed
and engaged on the
Consulting Services by the Consultant
the name is set out in Schedule 1 or
engaging someone with suitable skill and

"Business Day"

(other than Saturday or Sunday) on
which the Client's offices are open for their full range of
business activities at <<insert location>>;

"Client Materials"

all materials, including but not limited to
which the Client may provide to
the Consultant in its provision of the Social
Media Consulting Services;

**"Confidential
Information"**

information of either Party, information which is
disclosed by the other Party pursuant to or
in connection with this Agreement (whether orally or in
writing, in any medium, and whether or not the
information is stated to be confidential or

**“Data Protection
Legislation**

**“Intellectual Property
Rights”**

“Initial Fee”

“Per-Period Fee”

“Period”

“Required Information”

“Required Materials”

“Social Media Content”

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egislation in force from time to
dom applicable to data protection
but not limited to, the UK GDPR
version of the General Data
((EU) 2016/679), as it forms part
and Wales, Scotland, and
tute of section 3 of the European
t 2018); the Data Protection Act
made thereunder); and the
Communications Regulations

rights in any patents, trade marks,
tered designs, applications (and
y of those rights), trade, business
internet domain names and e-mail
ed trade marks and service marks,
ights, know-how, rights in designs

ces, consents, orders, statutes or
o a right in paragraph (a);

or similar effect or nature as or to
(a) and (b) which now or in the
d

past infringements of any of the

e for the Initial Period of Social
ces provision in accordance with

e for each Subsequent Period of
g Services provision in
se 8;

l Period or a Subsequent Period,
se 2.2;

ncerning the Client’s <<insert brief
ess, website, activities etc.>>
ltant in order to provide the Social
ces, as set out in Schedule 2;

ding but not limited to <<insert
by the Consultant in order to
dia Marketing Services, as set out

tent, including but not limited to
nt, e.g. posts, tweets etc>>,
tant for publication on social
providing the Social Media
reement; and

“Social Media Marketing Services”

- 1.2 Unless the context otherwise requires, a reference in this Agreement to:
- 1.2.1 “writing”, and any other communication, includes a reference to any communication in electronic or facsimile transmission or any other similar means;
 - 1.2.2 a statute or regulation, is a reference to that statute or regulation in force at the relevant time;
 - 1.2.3 “this Agreement”, “Schedules” and “Schedules a” to “Schedules z”, means this Agreement and each of the Schedules a to z attached at the relevant time;
 - 1.2.4 a Schedule i to z, means a Schedule i to z attached to this Agreement;
 - 1.2.5 a Clause or Paragraph of a Schedule (other than Clause 1 and Paragraph 1), means a Clause or Paragraph of the relevant Schedule;
 - 1.2.6 a “Party” or “Parties”, means the Parties to this Agreement.
- 1.3 The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.
- 1.4 Words imparting the singular shall include the plural and vice versa.
- 1.5 References to any gender shall include the other gender.
- 1.6 References to persons shall include corporations.

2. Engagement of the Consultant

- 2.1 The Client hereby engages the Consultant to provide the Social Media Marketing Services.
- 2.2 This Agreement shall commence on <<insert date>> (“the Commencement Date”) and shall continue until <<insert date>> (“the Termination Date”) unless terminated earlier by mutual agreement of the Client and the Consultant. This Agreement may be renewed for successive periods of <<insert period>> (“Subsequent Terms of <<insert period>>”) following the end of the Initial Term of this Agreement.
- 2.3 Whether or not the Consultant is an employee of the Client, the Consultant shall be responsible for the quality of the Social Media Marketing Services and shall ensure that he and any Assistant performing the Social Media Marketing Services shall do so with reasonable care.

3. Nature of Engagement

- 3.1 The Consultant shall be an independent contractor and the Consultant’s Social Media Marketing Services and those of any Assistant performing the Social Media Marketing Services shall at all times be performed on the Social Media Marketing Services for the Consultant to determine, and shall not seek to supervise, direct or control the Consultant in the provision of the Social Media Marketing Services or any right to do so.

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3.2 Subject to the provisions of the Agreement, the Consultant shall at all times be exclusively responsible for the performance of the Social Media Marketing Services when, how, and in what manner the Consultant deems appropriate, provided that the Consultant shall ensure that due account is taken of the Client's requirements.

, the Consultant shall at all times be exclusively responsible for the performance of the Social Media Marketing Services when, how, and in what manner the Consultant deems appropriate, provided that the Consultant shall ensure that due account is taken of the Client's requirements.

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3.3 The engagement under this Agreement shall be mutually non-exclusive that is to say that at any time the Consultant may provide other Social Media Marketing Services which are not provided by the Consultant under this Agreement and the Consultant may engage other contractors to provide it with such other Social Media Marketing Services.

mutually non-exclusive that is to say that at any time the Consultant may provide other Social Media Marketing Services which are not provided by the Consultant under this Agreement and the Consultant may engage other contractors to provide it with such other Social Media Marketing Services.

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3.4 The Consultant in performing the Social Media Marketing Services may on one or more occasions may substitute any Assistant engaged on the Social Media Marketing Services provided that any Assistant engaged by the Consultant has the requisite skills and experience to perform the Social Media Marketing Services. The Consultant shall use all reasonable endeavours to avoid or minimise such changes or additions to the Social Media Marketing Services and shall in any event provide such a written notice to the Client beforehand about any such proposed change in the Social Media Marketing Services. The Consultant shall not be entitled to substitute or add any Assistant if in its reasonable opinion such substitution or addition is unduly delayed or causes an unacceptable delay in the performance of the Social Media Marketing Services.

on one or more occasions may substitute any other Assistant engaged on the Social Media Marketing Services provided that any Assistant engaged by the Consultant has the requisite skills and experience to perform the Social Media Marketing Services. The Consultant shall use all reasonable endeavours to avoid or minimise such changes or additions to the Social Media Marketing Services and shall in any event provide such a written notice to the Client beforehand about any such proposed change in the Social Media Marketing Services. The Consultant shall not be entitled to substitute or add any Assistant if in its reasonable opinion such substitution or addition is unduly delayed or causes an unacceptable delay in the performance of the Social Media Marketing Services.

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3.5 Whenever possible the Consultant shall use his own equipment, materials and facilities in the performance of the Social Media Marketing Services.

The Consultant shall use his own equipment, materials and facilities in the performance of the Social Media Marketing Services.

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3.6 The Consultant is not to be responsible for the performance of its Assistant in the performance of the Social Media Marketing Services. The Consultant shall be responsible for the performance of its Assistant in the performance of the Social Media Marketing Services. No continuing obligation shall be created or implied.

The Consultant is not to be responsible for the performance of its Assistant in the performance of the Social Media Marketing Services. The Consultant shall be responsible for the performance of its Assistant in the performance of the Social Media Marketing Services. No continuing obligation shall be created or implied.

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4. Self-Employed Status of the Consultant

4.1 The Consultant shall be a self-employed person for the purposes of the Income Tax Act and national insurance law and shall be responsible for all income tax and national insurance contributions in respect of the consideration payable to him under the Agreement.

The Consultant, as an independent contractor, shall have the status of a self-employed person for the purposes of the Income Tax Act and shall be responsible for all income tax and national insurance contributions in respect of the consideration payable to him under the Agreement.

4.2 The Consultant hereby releases the Client in respect of any claims that may be made against the Client in respect of any income tax or national insurance contributions or similar taxes or levies, relating to the Social Media Marketing Services performed by any Assistant undertaken by the Consultant under the Agreement.

The Consultant hereby releases the Client in respect of any claims that may be made against the Client in respect of any income tax or national insurance contributions or similar taxes or levies, relating to the Social Media Marketing Services performed by any Assistant undertaken by the Consultant under the Agreement.

4.3 The Consultant shall be responsible for his expenses and value added tax.

The Consultant shall be responsible for his expenses and value added tax.

4.4 Nothing in this Agreement shall be construed to create any:

Nothing in this Agreement shall be construed to create any:

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4.4.1 partnership, joint venture, agency or employment relationships between the Consultant and the Client;

4.4.2 employment relationship between the Consultant and [either] the Client [or the Consultant];

4.4.3 other fiduciary relationship between the Parties, other than the one expressly provided for in this Agreement.

5. Provision of the Social Media Marketing Services

5.1 With effect from the start of the Initial Period and the Subsequent Periods, the Consultant shall, throughout the Initial Period and the Subsequent Periods, provide the Social Media Marketing Services.

5.2 The Consultant shall provide the Social Media Marketing Services with reasonable skill and care, in accordance with prevailing standards in the United Kingdom.

5.3 The Consultant shall provide the Social Media Marketing Services in accordance with the terms of this Agreement and any instructions provided by the Client provided that such instructions do not conflict with the terms of this Agreement and the definition of Social Media Marketing Services set out in Schedule 1.

5.4 The Consultant shall ensure that it complies with all applicable laws, regulations, codes of conduct and any other rules relevant to the provision of Social Media Marketing Services.

5.5 [The Consultant shall endeavour to accommodate any reasonable change requested by the Client in the Social Media Marketing Services that may be required as a result of such changes.]

6. The Social Media Marketing Services

6.1 The Consultant shall provide the Social Media Marketing Services as described in this Clause.

6.2 [The Client currently uses the following social media platforms:

6.2.1 <<insert name of social media platform>>;

6.2.2 <<list further social media platforms>>;

6.3 The Client wishes to have a presence on the following social media platforms:

6.3.1 <<insert name of social media platform>>;

6.3.2 <<list further social media platforms>>;

6.4 The Consultant shall ensure that the Social Media Marketing Services takes place on all of the social media platforms listed in sub-Clauses 6.2 and 6.3] OR [sub-Clause 6.2] and in particular the following activities:

6.4.1 <<Insert number of activities>> on <<insert name of social media platform>> per <<insert time period>>;

6.4.2 <<Insert number of activities>> on <<insert name of social media platform>> per <<insert time period>>;

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- 6.4.3 <<Insert number of posts, tweets etc>> on per <<insert time period>>;
- 6.4.4 <<list further sites as required>>.
- 6.5 [The Consultant requires the Client to provide the Social Media Marketing Services. The Client shall provide the following credentials for the social media platforms set out in the Social Media Marketing Services. The Client shall provide the same as follows:
- 6.5.1 Username: <<insert username>>,
Password: <<insert password>>]
- 6.5.2 Username: <<insert username>>,
Password: <<insert password>>]
- 6.5.3 Username: <<insert username>>,
Password: <<insert password>>]
- 6.5.4 <<list further usernames and passwords as required>>.]
- OR**
- 6.5 [The Consultant requires the Client to provide the Social Media Marketing Services. The Client shall provide the same by <<insert date>>.]
- 6.6 The Client hereby warrants that the Client's above mentioned information shall be treated accordingly, as described under Clause 6.6.
- 6.7 The Consultant shall provide to the Client the following reports detailing the status of the social media marketing activities on each of the above mentioned platforms on the following [dates] OR [intervals]:
- 6.7.1 <<insert report date(s)>>] On or before <<insert date(s)>>]
- 6.7.2 <<insert report date(s)>>] On or before <<insert date(s)>>]
- 6.7.3 <<insert report date(s)>>] On or before <<insert date(s)>>]
- 6.7.4 <<list further report dates>>]
- 6.8 At the end of the Subsequent Period thereafter, the Parties shall meet to discuss the Social Media Marketing Services carried out during that Period, addressing matters including, but not limited to, the status and progress of the Social Media Marketing Services, thus far, and the strategy for the next Subsequent Period.
- 7. The Client's Obligations**
- 7.1 The Consultant requires the Client to provide the Social Media Marketing Services in accordance with the following:
- 7.1.1 The Required Social Media Content shall be provided by the Client and its <<insert brief description of the Client's business>>; and
- 7.1.2 The Required Social Media Content shall be provided by the Client and its <<insert brief description of the Client's business>>; and

- 7.2 The Client shall provide the Required Information and the Required Materials to the Consultant by the Delivery Date”).
- 7.3 The Consultant may request the Client’s input or feedback on the Social Media Content in the course of the Social Media Marketing Services. The Consultant shall make all reasonable endeavours to respond with the requested input or feedback within <<insert period>> Business Days.
- 7.4 In the event that a change in the Required Information, or any other information supplied by the Client, or a change in the Required Materials (including, but not limited to, the Required Information or the Required Materials) changes and such changes are of a material nature, the Client shall inform the Consultant of the same as soon as possible. The Consultant shall not be liable for any delays in the provision of the Social Media Marketing Services arising from the Client’s failure to comply with the requirements applying thereto) under this Agreement.
- 7.5 The Consultant shall not be liable for any delays in the provision of the Social Media Marketing Services arising from the Client’s failure to comply with any of its obligations under this Clause 7 or any other provision of this Agreement.
- 8. Fees and Payment**
- 8.1 In consideration of the Social Media Marketing Services the Client shall pay to the Consultant the sum of £<<insert sum>> for the Initial Period. Following the Initial Period, the Client shall pay to the Consultant a Per-Period Fee of £<<insert sum>> for each Subsequent Period.
- 8.2 Payment of the Initial Fee shall be made by the Client within <<insert period>> of the date of this Agreement] OR [on] OR [within <<insert period>> of the date of the Consultant’s invoice for the same] OR [on] OR [within <<insert period>> of the end date of the Initial Period].
- 8.3 Payment of each Per-Period Fee shall be made by the Client within <<insert period>> of the date of the Consultant’s invoice for the same] OR [on] OR [within <<insert period>> of the date of the Consultant’s invoice for the same] OR [on] OR [within <<insert period>> of the Subsequent Period to which it relates].
- 8.4 All payments made by the Client shall be expressly exclusive of any value added tax charges.
- 8.5 Unless the Parties agree in writing, no further payment shall be made to the Consultant for the Social Media Marketing Services over and above the entire sum payable under Clause 8 and, without limitation, no payment shall be made by the Client in respect of any expenses incurred by the Consultant in connection with the Social Media Marketing Services.
- 8.6 Without prejudice to the above, in the event of non-payment, any sums which remain due to the Consultant at the end of any of the payment periods set out in this Clause 8 shall be payable by the Client on a pro-rata basis at <<insert percentage>>% of the sums due to the Consultant on a pro-rata basis at <<insert percentage>>% from time to time until payment is made in full. This provision shall not apply to payments of interest.
- 9. Intellectual Property Rights**
- 9.1 All Intellectual Property Rights in the Required Information, Required Materials, and the Required Materials shall at all times remain the property of the Client (or its Assistant, as appropriate). Nothing in this Agreement shall prevent the Client from using any material provided by, or otherwise obtained from, the Consultant or its Assistant (or its Assistant, as appropriate) in the Consultant or its Assistant (or its Assistant, as appropriate) to the Consultant a limited, non-exclusive licence to use the Required Information, Required Materials, and the Required Materials for the purposes of the Social Media Marketing Services.

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exclusive, non-trans
Assistant to use any
other Client Material
Services in accorda

ldwide licence to use and for any
ation, Required Materials and any
providing the Social Media Marketing

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9.2 Upon receipt in full
Clause 8, the copy
subsisting in the So
Period shall be ass
shall procure that t
where applicable),
have waived any an
shall execute, and
and take all action
document, obtain, n

sums due for a given Period under
other Intellectual Property Rights
ated by the Consultant during that
d for this purpose the Consultant
ed to the Client by any Assistant,
any Assistant shall be deemed to
pect of the same. The Consultant
Assistant executes, all documents
ably requested by the Client to
n its rights in such content.

10. Indemnity

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10.1 The Consultant (as
the Client (as an “I
indemnified from a
claim that the Client
(including, but not I
or any Assistant i
Services constitute
belonging to a third

) hereby undertakes to indemnify
to keep the Client at all times fully
sing as a result of any action or
wnership of any and all materials
content) created by the Consultant
ing the Social Media Marketing
any Intellectual Property Rights

10.2 The Client (as an
Consultant and any
Consultant and any
losses arising as a
Assistant’s use of
Client Materials in
Services constitute
belonging to a third

reby undertakes to indemnify the
emnified Party”) and to keep the
ly indemnified from and against all
or claim that the Consultant’s or
on, Required Materials or other
ing the Social Media Marketing
any Intellectual Property Rights

10.3 In the event of an a
the Indemnifying Pa
settlement of the a
informed of the sam

s under sub-Clauses 10.1 or 10.2,
e control over the litigation and/or
keep the Indemnified Party fully

10.4 In the event of an a
the Indemnified Pa

s under sub-Clauses 10.1 or 10.2,

10.4.1 Notify the In
aware of the

diately in writing upon becoming

10.4.2 Make no ad
without the e

settlements of the action or claim
f the Indemnifying Party;

10.4.3 Provide the
assistance
Indemnifying

n all reasonable information and
the Indemnifying Party, at the
ct to the action or claim; and

10.4.4 Allow the In
settlement o

te control over the litigation and/or

11. Warranties

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11.1 Each Party hereby
to enter into this

it has the full power and authority
perform its respective obligations

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13.1.5 ensure that
contractors,
Party, would
13.1.4 above

officers, employees, agents, sub-
does any act which, if done by that
provisions of sub-Clauses 13.1.1 to

13.2 Subject to Clause 1

13.2.1 disclose any

to:

13.2.1.1 a

in the Social Media Marketing

13.2.1.2 [

supplier of that Party; or]

13.2.1.3 a

or authority or regulatory body; or

13.2.1.4 a

of that Party or of any of the
parties or bodies.

13.3 Disclosure under s
necessary for the p
not limited to, the
required by law. In
body in question th
where the disclosur
or any employee o
other Party a writte
Such undertaking
Clause 13, to keep
for the purposes for

made only to such extent as is
by this Agreement (including, but
Media Marketing Services), or as
shall first inform the person, party or
information is confidential and (except
under sub-Clause 13.2.1.[3] OR [2]
y) obtaining and submitting to the
taking from the party in question.
practicable in the terms of this
tion confidential and to use it only
made.

13.4 Either Party and an
purpose, or disclos
date of this Agree
knowledge through
that Party must n
Assistant does not
not public knowledg

y Confidential Information for any
to the extent only that it is at the
after that date becomes, public
n making such use or disclosure,
onsultant shall procure that any
e Confidential Information which is

13.5 The provisions of t
their terms [indefin
termination or expi
this Agreement for a

continue in force in accordance with
d of <<insert period>> after the
notwithstanding the termination of

14. Term and Termination

14.1 This Agreement sh
for an Initial Term o
may be renewed by
<<insert period>> f
Clause 2.2, all su
Agreement.

<insert date>> and shall continue
<<insert date>>. This Agreement
e Parties for Subsequent Terms of
initial Term. As described in sub-
vely constitute the Term of this

14.2 Either Party may te
not less than <<inse

at any time by giving to the other
n notice.

14.3 Without prejudice to
terminate this Agree
the following circum

dy available to it, either Party may
written notice to the other Party in

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14.3.1 any sum owing by the other Party under any of the provisions of this Agreement not paid within <<insert period>> Business Days after the date of breach;

the other Party under any of the provisions of this Agreement not paid within <<insert period>> Business Days after the date of breach;

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14.3.2 the other Party shall, at the request of the other Party, remedy any breach of any of the provisions of this Agreement capable of remedy, fails to remedy it within <<insert period>> Business Days after being given written notice giving details of the breach and requiring it to be remedied;

breach of any of the provisions of this Agreement capable of remedy, fails to remedy it within <<insert period>> Business Days after being given written notice giving details of the breach and requiring it to be remedied;

14.3.3 an encumbrance on, or where the other Party is a company, a charge on, any of the property or assets of the other Party;

, or where the other Party is a company, a charge on, any of the property or assets of the other Party;

14.3.4 the other Party being a company, is in liquidation (within the meaning of the Companies Act 1986);

arrangement with its creditors or, in the case of a company, to an administration order (within the meaning of the Companies Act 1986);

14.3.5 the other Party, or firm, has a bankruptcy order made against it, or goes into liquidation (except for reconstruction or re-construction and in such a manner that the other Party therefrom effectively agrees to be bound by or to the terms imposed on that other Party under this Agreement);

or firm, has a bankruptcy order made against it, or goes into liquidation (except for reconstruction or re-construction and in such a manner that the other Party therefrom effectively agrees to be bound by or to the terms imposed on that other Party under this Agreement);

14.3.6 anything and all in the jurisdiction of the other Party;

foregoing under the law of any jurisdiction of the other Party;

14.3.7 that other Party;

to cease, to carry on business; or

14.3.8 control of the other Party by any person or connected persons not being the other Party on the date of this Agreement. For the purposes of this Clause 14, "control" and "connected persons" shall have the meanings ascribed thereto by Sections 1122 and 1123 of the Corporation Tax Act 2010.

ered by any person or connected persons not being the other Party on the date of this Agreement. For the purposes of this Clause 14, "control" and "connected persons" shall have the meanings ascribed thereto by Sections 1122 and 1123 of the Corporation Tax Act 2010.

14.4 For the purposes of this Clause 14, the other Party shall be considered capable of remedy if the Party is in breach of the provision in question in all respects.

each shall be considered capable of remedy if the Party is in breach of the provision in question in all respects.

15. Effects of Termination

Upon the termination or expiry of this Agreement for any reason:

for any reason:

15.1 any sum owing by the other Party under any of the provisions of this Agreement shall be due and payable;

under any of the provisions of this Agreement shall be due and payable;

15.2 all licences granted to the Client to use (and for any purpose) the Required Materials, any and all other Client Materials shall immediately;

the Client to use (and for any purpose) the Required Materials, any and all other Client Materials shall immediately;

15.3 the Consultant shall, either promptly return or destroy all Required Information, and any Assistant's Confidential Information, and shall issue a certificate of such return and/or destruction;

, either promptly return or destroy all Required Information, and any Assistant's Confidential Information, and shall issue a certificate of such return and/or destruction;

15.4 each Party shall, at the request of the other Party, (except to the extent that the Party is directly or indirectly bound by or to the terms imposed on that other Party under this Agreement) (including, but not limited to, sub-Clauses [6.4 and 6.5]) and shall at the other Party's request, either promptly return or destroy all Confidential Information, and shall issue a certificate of such return and/or destruction;

procure that any Assistant shall, at the request of the other Party, (except to the extent that the Party is directly or indirectly bound by or to the terms imposed on that other Party under this Agreement) (including, but not limited to, sub-Clauses [6.4 and 6.5]) and shall at the other Party's request, either promptly return or destroy all Confidential Information in its possession, custody or control, and shall issue a certificate of such return and/or destruction;

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its possession and/
destruction;

15.5 all Clauses which, e
the expiry or termin

15.6 termination shall no
which the terminati
termination or any
may have in respe
before the date of te

15.7 subject as provided
rights, neither Party

16. Force Majeure

16.1 Neither Party to th
performing their obl
that is beyond the
causes include, but
failure, industrial ac
terrorism, acts of w
event or circumstan

16.2 [In the event that a
hereunder as a res
period>>, the other
written notice at the
Parties shall agree
up to the date of te
contractual commit
Agreement.]

17. [Data Protection

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

18. [Data Processing

18.1 In this Clause 18 a
controller", "data p
meaning defined in

18.2 [All personal data t
subject to this Agre
a Data Processing
personal data is pro

OR

18.2 [Both Parties shall
out in the Data Pro
provisions of this A
out in the Data Pro
those obligations.

18.3 For the purposes of
this Agreement, the
"Data Controller".

a certificate of such return and/or

ir nature, relate to the period after
shall remain in full force and effect;

right to damages or other remedy
spect of the event giving rise to the
or other remedy which any Party
s Agreement which existed at or

except in respect of any accrued
er obligation to the other.

liable for any failure or delay in
re 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.

t cannot perform their obligations
r a continuous period of <<insert
tion terminate this Agreement by
the event of such termination, the
ple payment for all work completed
t shall take into account any prior
liance on the performance of this

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

personal data", "data subject", "data
al data breach" shall have the
R.

Consultant on behalf of the Client,
ed in accordance with the terms of
he Parties shall enter before any

the data protection requirements set
ther this Clause 18 nor any other
either Party of any obligations set
shall not remove or replace any of

islation and for this Clause 18 and
a Processor" and the Client is the

STANDARD SAMPLE

- 18.4 The type(s) of personal data, the nature and purpose of the processing, and the measures to be taken to protect the data shall be set out in Schedule 4 to this Agreement.
- 18.5 The Data Controller shall ensure that it has in place all necessary consents and notices required for the transfer of personal data to the Data Processor for the purposes set out in Schedule 4 to this Agreement.
- 18.6 The Data Processor shall ensure that it processes any personal data processed by it in accordance with the following instructions under this Agreement:
- 18.6.1 Process the personal data in accordance with the written instructions of the Data Controller unless it is otherwise required to process the data for legal reasons. The Data Processor shall promptly notify the Data Controller of any such requirement unless prohibited from doing so by law;
- 18.6.2 Ensure that appropriate technical and organisational measures (a) are in place to protect the personal data from unlawful processing, accidental loss, damage or destruction; (b) are proportionate to the risks to the personal data; (c) take into account the state of the art, the cost of implementing measures and the nature and scope of the processing; and (d) shall be agreed between the Data Controller and the Data Processor and set out in Schedule 4 to this Agreement.
- 18.6.3 Ensure that the Data Processor and its subcontractors (whether or not they are contractually obliged to keep the data confidential) are contractually obliged to keep the personal data confidential.
- 18.6.4 Not transfer the personal data outside of the UK without the prior written consent of the Data Controller and only if the following conditions are satisfied:
- 18.6.4.1 The Data Processor and/or the Data Processor has/have implemented appropriate safeguards for the transfer of personal data;
- 18.6.4.2 The Data Processor has enforceable rights and obligations in relation to the personal data;
- 18.6.4.3 The Data Processor complies with its obligations under applicable data protection legislation, providing an adequate level of protection for any and all personal data so transferred;
- 18.6.4.4 The Data Processor complies with all reasonable requirements advanced by the Data Controller with respect to the protection 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 applicable data protection Legislation with respect to impact assessments, and consultations with relevant supervisory authorities (including, but not limited to, the Information Commissioner's Office);
- 18.6.6 Notify the Data Controller of any breach of the confidentiality of the personal data without undue delay of a personal data breach;

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18.6.7 On the Data Controller's instruction, delete (or otherwise dispose of) the Data Controller's personal data and any and all copies thereof to the extent of 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 other persons designated by the Data Controller.

18.7 [The Data Processor shall ensure that any of its obligations with respect to the processing of personal data under Clause 18.]

OR

18.7 [The Data Processor shall not subcontract any of its obligations to a third party in connection with the processing of personal data under this Agreement without the prior written consent of the Data Controller (such as may be required by applicable law). In the event that the Data Processor appoints a subcontractor, the Data Processor shall:

18.7.1 Enter into a written agreement with the subcontractor, which shall impose upon the subcontractor 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; and

18.7.2 Ensure that the subcontractor complies fully with its obligations under Clause 18 and applicable data protection legislation.]

18.8 Either Party may, at any time, terminate this Agreement by giving the other Party <<insert period, e.g. 30 calendar days'>> notice, after which the provisions of this Agreement, including the processing clauses or similar terms, shall cease to apply. Such terms shall apply until the end of the period.]

19. No Waiver

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

20. Further Assurance

Each Party shall execute all such documents, deeds, documents and things as may be necessary to carry out the provisions of this Agreement into full force and effect.

21. Costs

Subject to any provisions to the contrary, each Party shall pay its own costs of and incidental to the preparation, execution and carrying out of this Agreement.

22. Assignment, Sub-Contracting

22.1 Subject to [the provisions of] the following provisions of this Agreement, neither Party may assign, mortgage, charge (including a floating charge) or sub-licence or otherwise delegate or sub-contract or otherwise delegate any of its obligations under this Agreement without the written consent of the other Party, such consent not to be unreasonably withheld.

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22.2 [Subject to the provisions of the Agreement, the Consultant shall be entitled to perform a task or service through any suitably qualified and skilled member of its group, or through any subcontractor, use materials and in the case of a task or service, the Consultant shall be entitled to perform the task or service through any suitably qualified and skilled member of its group, or through any subcontractor, or through any subcontractor or Assistant shall, for the purposes of this Agreement, be deemed to be an act or omission of the Party in question.

22.3 Subject and except to the extent that the Agreement is intended to confer rights on any third party, subject to the following, the Agreement shall not apply to this Agreement. Notwithstanding the above, the Consultant shall be entitled to enforce any provision of this Agreement to confer a benefit on him/her.

22.4 Subject to the above, the Agreement shall continue and be binding on the successors and assigns of either Party as required.

23. Notices

23.1 All notices under the Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, the duly authorised officer of the Party giving the notice.

23.2 Notices shall be deemed to have been given:

23.2.1 when delivered to the recipient by hand, or by registered mail, or by courier or other messenger (including express hours of the recipient; or

23.2.2 when sent, if the Agreement provides for a return receipt is generated; or

23.2.3 on the fifth business day after the date of mailing, if mailed by national or international registered mail, or by electronic means, if the most recent address or e-mail address notified to the recipient is available.

In each case notice shall be deemed to have been given at the address notified to the recipient.

24. Entire Agreement

24.1 [Subject to the provisions of the Agreement, the Consultant shall be deemed to have entered into the entire agreement with the Client and may not be bound by any other agreement in writing signed by the duly authorised representative of the Consultant.

24.2 Each Party acknowledges that, in entering into this Agreement, it does not rely on any representation, warranty, statement or other provision (made or not made) which is not provided in this Agreement.

25. Severance

In the event that one or more provisions of this Agreement is found to be unlawful, invalid or otherwise unenforceable, those provision(s) shall be deemed severed from the remainder of the Agreement. The remainder of this Agreement shall be valid and enforceable.

26. Alternative Dispute Resolution

26.1 Any dispute or claim arising out of or in connection with the Agreement or its subject matter, whether before or after the termination or expiry of the Agreement, shall be referred to a single arbitrator to be appointed by the Parties, or failing agreement, to be appointed by the Arbitrator to have all of the powers and authority of the court.

conferred upon arbitral jurisdiction of England and Wales.

26.2 The Parties hereby agree that the decision of the Arbitrator shall [not] be final and binding on both Parties.

27. **Law and Jurisdiction**

27.1 This Agreement (including any amendments thereto) shall be governed by, and construed in accordance with, the law of England and Wales.

27.2 Subject to the provisions of this Agreement, any dispute, controversy, proceedings or claim between the Parties arising out of or in connection with this Agreement (including any non-contractual matters) shall fall within the jurisdiction of the courts of England and Wales.

SIGNED by <<Full name of the Contractor>>

Signature

Date: _____

SIGNED for and on behalf of the Client
<<Name and title of person signing>>

Authorised Signature

Date: _____

Social Media Marketing Services

<<Insert full details of the Social Media Marketing Services to be provided by the Consultant>>

Assistant(s)

<<Insert full name of any Assistant(s) to be provided by the Consultant>>

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Required Information

<<Insert full details of the Required Information provided by the Client to the Consultant>>

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Required Materials

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

<<Insert full details>>]

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

<<Insert full details>>]]

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