THIS MEMORANDUM OF UNDE

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Y CONSULTANT) contains the T") for a proposed consulting is dated and signed the

ed in England under number ed office is at <<insert Address>>

gland under number <<Company at] **OR [**of] <<insert Address>>

wing meanings:

nt described in Clause 3 and of this HOT;

 detailed terms, conditions, and et out in the Consulting Services the definitive version of the and when they are agreed and set ervices Agreement;

for the Consulting Services set out in sub-Clause 4 of this is which the Parties hereby agree tive version of those terms, if and included amongst the Detailed ig Services Agreement; and

rties to this HOT.

nding on the Parties), this HOT is nding on the Parties.

e Commercial Terms in principle, ed the definitive version of the ully discuss, negotiate, draft, and

this HOT, they will fully discuss, Terms, and will sign a full written ement containing those Detailed OT, only if and when a Consulting hich states that it is legally binding nt between them relating to any them which is legally binding on

agreed in Clause 6 of this HOT, no (negligent or otherwise), and no

BY:

- (1) <<Name of Consultant> <<Company Registration N ("the Consultant") and
- (2) <<Name of Client>> [a constrained of Registration Number>> w ("Client")
- Definitions
 In this HOT, the following e

"Consulting Services Agreement"

"Detailed Terms"

"Commercial Terms"

"Party"

2. Purpose and Status of th

- 2.1 Except for Clause 6 not intended to be,
- 2.2 The Parties have on but they have not Commercial Terms agree all of the othe
- 2.3 The Parties intend negotiate, draft, and agreement as a C Terms, and that, sa Services Agreemen on the Parties will consulting services them as a contract.
- 2.4 The Parties agree a oral or written state

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warranty, promise, the date of this H consulting services an express term of

3. Consulting Services Agre

The Consulting Services A agreement between the F consultant of Client on the will contain all of and understandings and other i services arrangements bet

4. Commercial Terms

The following Commercial them will form part of the D

- 4.1 The appointment of will commence on <
- 4.2 The period of the a be from that date a the Consulting S
 [Assignment] is consultive years>>] subject to Services Agreemen
- 4.3 The expertise of the
- 4.4 The [Work] [Projec out in the Schedule
- 4.5 The responsibilities [Assignment] are as
- 4.6 The Consultant's re
 - 4.6.1 The Consult will pay it <<
 - 4.6.2 [A retainer w

[A retainer o

- 4.7 All amounts of ren chargeable. If VAT relevant rate applica
- 4.8 All remuneration du Consultant must pro VAT thereon] due b
- 4.9 [In addition to pa Consultant's expen and any limits on approved the type committed by the C

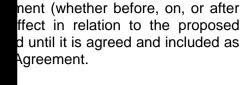
OR











written signed consulting services will appoint the Consultant as a e Consulting Services Agreement iditions, working arrangements, ng, and relating to such consulting

ciple, and the definitive version of sulting Services Agreement:

e Consulting Services Agreement

onsulting Services Agreement will rminated pursuant to the terms of **DR** [until the [Work] [Project] ert period of time in months or ion provided by the Consulting

<describe here>>.

dertaken by the Consultant is set

relation to the [Work] [Project]

ated and payable as follows:

amount or rate>> and the Client y>>.

also] be payable. It will be payable

HOT are exclusive of any VAT added to those amounts at the

state method of payment>>. [The invoice for remuneration [plus the

the Client will reimburse the type/s of expenses reimbursable >> [provided that the Client has case before it is expended or

[The Client will [not

- 4.10 The Consultant is accordingly be resp the Consultant.
- 4.11 [The Consultant [m goods or materials all of the [Work] Agreement [except any particular good Consultant is able to
- 4.12 The reporting oblig frequency, contents [quarterly] [half yea after the end of the
- 4.13 [The Consultant m amount>>.]
- 4.14 [The Consultant w Services Agreemen following type/s <<s and indemnity will n and will be limited t each event]. The attributable to defau
- 4.15 [The Consultant w Services Agreemer following type/s <<s and indemnity will i and will be limited [for each instance].
- 4.16 [Any intellectual pro carried out by the vest in the [Consul [Work] [Project] [A Agreement to the [O limitations: <<descr
- 4.17 The Consultant wi following basis: <<c
- 4.18 [If the Consultant fa of its [material] oblig
 - 4.18.1 [the Client m
 - 4.18.2 [<<describe
- 4.19 On termination of th
 - 4.19.1 [The confi Consulting S period of <<
 - 4.19.2 [The Consu the other du for a period











onsultant's expenses.]

ractor and the Consultant will ax and NI on remuneration paid to

n or through the Client [all] [any] nt for the purpose of it carrying out under the Consulting Services ole to supply or arrange supply of instance] **OR** [except where the at a lower cost].

t will be as follows: <<describe will provide its reports [monthly] <state number of days or weeks>>

demnity cover of at least <<state

and indemnity in the Consulting ent for third party claims of the ultant's liability under the warranty types of loss etc not covered>> aggregate for all events] **OR** [for will not apply to any amount ient.]

and indemnity in the Consulting for non/poor performance of the ultant's liability under the warranty types of loss etc not covered>> n aggregate for all instances] **OR**

the [Work] [Project] [Assignment] onsulting Services Agreement will nee under those rights to use the nted by the Consulting Services ect to the following conditions and

the Client's premises [on the

[material] respect] to perform any

ing Services Agreement;]

>>.]]

greement:

closure obligations under the not] remain effective [for a further]

nust not poach any of the staff of nsulting Services Agreement [and period>>] after the end of the

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Consulting S

4.20 EITHER

[All of the obligation Consultant by one of

OR

[All of the obligation Consultant by the names are <<insert

and not by any ot consent of the Clie Client to engage or purpose, where it p that the person in e the Consultant. Wh Client may not unre

4.21 The Consulting Se [only with the pric Agreement will [no consent of the Clie period>> must be g

5. Ongoing Discussion and

- 5.1 The Parties will no discussions or neg Services Agreemen
- 5.2 Nevertheless, but v good faith to condu as soon as reasona
- 5.3 Either Party may, b or no reason, and discussions or ne between them, and cease.
- 5.4 If a Consulting Se replace this HOT b Clause 5.3.

6. Confidentiality

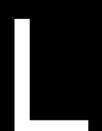
- 6.1 Each Party ("the consideration of th Party any confident customers, clients, relevant to a sales Information"), the Information for an negotiation of a co recording of it in a C
- 6.2 Neither Party is leg any Confidential In and negotiations re













all be carried out on behalf of the cers of the Consultant]

all be carried out on behalf of the cer[s]] of the Consultant whose

pany[y][ies] except with the prior posultant's written proposal to the lual[s] or company[y][ies]. For this], the Consultant shall state either e or is instead a subcontractor of s such proposal to the Client, the d or delay such consent.

not] be assignable by the Client ultant]. The Consulting Services e Consultant [only with the prior tion to assign of [at least] <<state Consultant.]

ion to continue or complete their produce, or sign any Consulting

on to do so, the Parties intend in a Consulting Services Agreement

the other, at any time and for any ity to the other, terminate their consulting services agreement below, this HOT shall thereupon

tered into, it will supersede and , this HOT shall stand, subject to

es to the Other Party that in or making available to the First I concerning the business, affairs, her Party which is or might be etween the Parties ("Confidential se or disclose that Confidential or the evaluation, discussion or nent with the Other Party or the ement.

make available to the Other Party connection with their discussions nsulting Services Agreement, the

Parties anticipate Information to each

- 6.3 Neither Party shall for any inaccuracie supplies or makes a
- 6.4 If at any time either Information provide Party shall do so pr the same.
- 6.5 Each Party acknow inadequate remedy specific performanc defaulting Party in t 6 without prejudice in relation to such the such the
- 6.6 In this Clause 6
 - 6.6.1 "Data Prote from time to not limited t General Da applicable E long as, and any success
 - 6.6.2 "personal da Legislation.
- 6.7 If in connection wi otherwise processe other Party ("Other
 - 6.7.1 for the purp agreement Services Ag
 - 6.7.2 in accordant the rights un the rights un
 - 6.7.3 in accordan Party's Priva available or before the d
- 6.8 Any personal data connection with this a Data Sharing Agree occurs.

7. Law and Jurisdiction

7.1 This HOT, and th connection with a p or claims arising o actual Consulting S accordance with, th











or make available Confidential

ive any liability to the Other Party ny Confidential Information that it ty.

er Party to return any Confidential it to the Other Party, the Other destroy any copies it has made of

at damages alone would be an Clause 6, and that an injunction, ef, should be awarded against the r actual breach by it of this Clause nedies that either Party may have th.

all legislation in force in the UK ptection and privacy including, but ct 2018, EU Regulation 2016/679 ("GDPR") and any other directly data protection and privacy (for as aw has legal effect in the UK) and data protection and privacy;

as defined in the Data Protection

("First Party") collects, holds or en First Party undertakes to the

cussion, negotiation, drafting, and and entering into the Consulting

f Data Protection Legislation and Legislation of the Other Party and egislation of any third party;

Privacy Notice. A copy of each in the Schedule to this HOT][is ovided to the Other Party on or

rst Party with the Other Party in ly in accordance with the terms of re Parties before any such sharing

otiations between the Parties in vices Agreement, and all disputes vith this HOT or the proposed or be governed by, and construed in ales.

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- 7.2 [Subject to Clause between the Parties Services Agreemen and Wales.]
- 7.3 [Any dispute, contr to this HOT or the p dealt with by means follows: <<set out resolution and/or ar



ntroversy, proceedings or claim the proposed or actual Consulting isdiction of the courts of England

laim between the Parties relating ulting Services Agreement is to be esolution] [and/or] [arbitration] as g details of alternative dispute

