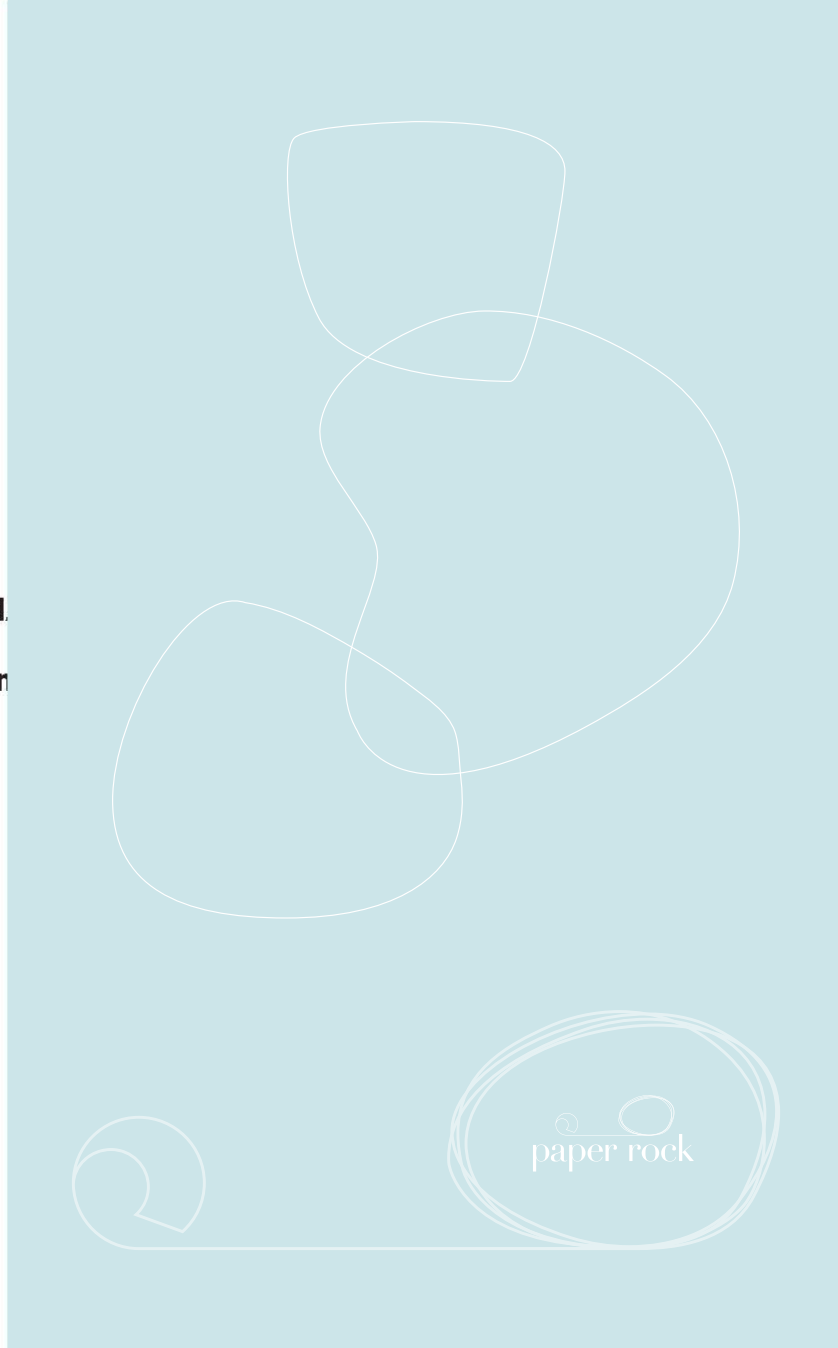


**Dated**

**CONSULTANCY AGREEMENT**

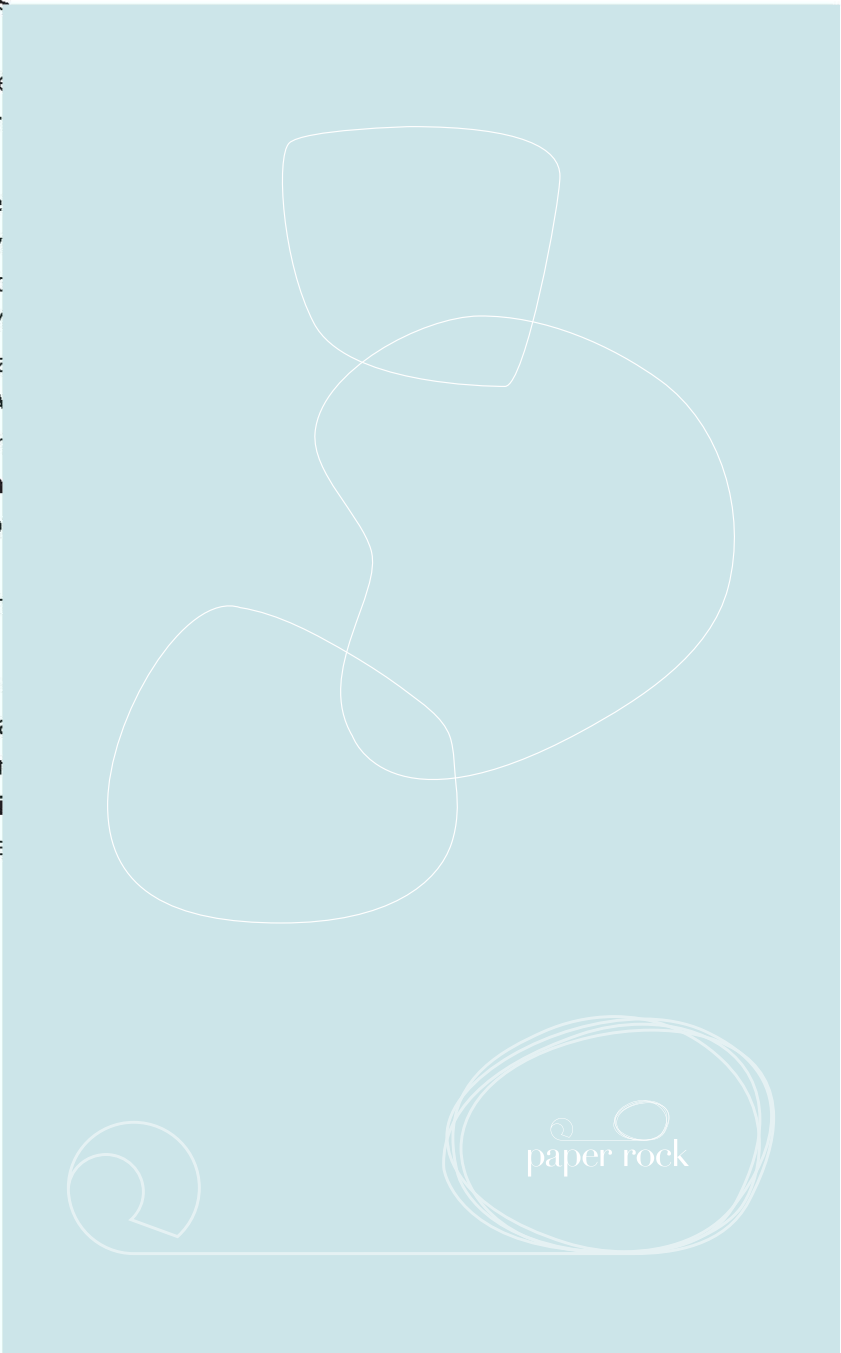
**[CLIENT N.]**

**[Consultant]**



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**CONSULTANCY AGREEMENT**

**DATED**

**Between:**

- 1. [CLIENT FULL COMPANY NAME] Limited, a company incorporated in England and Wales with company number [NUMBER] and whose registered office is at [REGISTERED OFFICE ADDRESS] (the **Client**); and
- 2. [INDIVIDUAL NAME]

**INTRODUCTION**

The Client has a requirement for the services of the Consultant on the terms of this Agreement.

**AGREED TERMS**

**1 Interpretation**

1.1 In this Agreement, the following definitions apply:

**Agreed Terms** means the terms of this Agreement.

**Appointing Party** means the Client on the terms of this Agreement.

**Business Address** means the Client's registered office in London.

**Client Information** means any information provided by the Client to the Consultant.

**Client Group** means the Client and its Group.

**Client Materials** means any materials or media provided by the Client.

**Confidential Information** means any information or media that is received by the Consultant from the Client in connection with the provision of the Consultant's Services.

**Confidential Information** means any information or media that is received by the Consultant from the Client in connection with the provision of the Consultant's Services.

**Confidential Information** means any information or media that is received by the Consultant from the Client in connection with the provision of the Consultant's Services.

**Data Protection** means the Data Protection Act 1998, the Data Protection Regulations 2018 and any other laws, regulations, orders, decrees and directives and/or national and international instruments enacted thereafter, relating to the protection of personal data, including any such laws, regulations, orders, decrees and directives and/or national and international instruments that amend, alter or amend again such laws, regulations, orders, decrees and directives and/or national and international instruments.

**IPR** means intellectual property rights of any kind, whether registered or unregistered, including trade or service marks, rights in any brand or business name, trading style, domain names, know-how, trade secrets, designs, copyright, moral rights, database rights, patents and all other intellectual property rights, including applications and the right to apply for any such registrations, and any rights of a similar nature under the laws of any jurisdiction.



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Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019).

**Parties** means the parties to this Agreement. **Party** shall be construed accordingly and includes that Party's personal representatives, successors and permitted assigns.

**Services Materials** means documents, materials, information and other property in any form or media created, prepared or contributed to by the Consultant in providing the Services.

**Services** means the services described in Schedule 1.

**Substituted**

**Tax** means insurance, pension, and other benefits connected with employment.

**Tax Authority** means any authority, including national or local, that has the power to impose, collect, administer, enforce or regulate tax.

1.2

In this section, unless the context otherwise requires:

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including national or local, that has the power to impose, collect, administer, enforce or regulate tax.

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including national or local, that has the power to impose, collect, administer, enforce or regulate tax.

(for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c)) as a member of another company even if its shares in that other company are registered in the name of (i) another person (or its nominee) by way of security or in connection with the taking of security or (ii) its nominee; and

(i) reference to **writing** or **written** includes email unless otherwise stated.

1.3 Clauses 1.1 and 1.2 apply unless the contrary intention appears or the context otherwise requires.

requires.

**2 Appointment**

2.1 The Client appoints the Consultant to provide the Services on the terms of this Agreement and the Consultant accepts such appointment.

2.2 The Consultant warrants to the Client that the Consultant has the necessary skill, qualifications, experience and resources to carry out the Services in accordance with this Agreement.

**3 Term**

3.1 The Appointment shall commence on the date of the Client's written acceptance of the Consultant's proposal, or, if the Consultant is appointed by the Client, on the date of the Client's written appointment, or, if the Client and the Consultant agree in writing, on the date specified in such agreement, or, if no date is specified, on the date of the Client's written appointment, or, if the Client and the Consultant agree in writing, on the date specified in such agreement, or, if no date is specified, on the date of the Client's written appointment.

3.2 The term of the Appointment shall be for a period of [NUMBER] months, or, if the Client and the Consultant agree in writing, for a period of [NUMBER] months, or, if no period is specified, for a period of [NUMBER] months, or, if the Client and the Consultant agree in writing, for a period of [NUMBER] months, or, if no period is specified, for a period of [NUMBER] months.

3.3 The Appointment shall terminate on the date specified in the Client's written appointment, or, if no date is specified, on the date of the Client's written appointment.

**4 Services**

4.1 During the term of the Appointment, the Consultant shall provide the Services to the Client in accordance with the terms of this Agreement.

- (a) The Consultant shall provide the Services to the Client in accordance with the terms of this Agreement, and shall be responsible for the performance of the Services and for the Consultant's duties and obligations under this Agreement; and
- (b) The Consultant shall provide the Services to the Client in accordance with the terms of this Agreement, and shall be responsible for the performance of the Services and for the Consultant's duties and obligations under this Agreement; and
- (c) The Consultant shall provide the Services to the Client in accordance with the terms of this Agreement, and shall be responsible for the performance of the Services and for the Consultant's duties and obligations under this Agreement; and
- (d) The Consultant shall provide the Services to the Client in accordance with the terms of this Agreement, and shall be responsible for the performance of the Services and for the Consultant's duties and obligations under this Agreement; and
- (e) The Consultant shall provide the Services to the Client in accordance with the terms of this Agreement, and shall be responsible for the performance of the Services and for the Consultant's duties and obligations under this Agreement; and

4.2 If the Client shall not be satisfied with the performance of the Consultant, the Client may terminate the Appointment at any time, or, if the Client and the Consultant agree in writing, at any time, or, if no date is specified, at any time.

4.3 [The Client shall not be responsible for the performance of the Consultant's Services (a) ...]

- (a) The Consultant shall provide the Services to the Client in accordance with the terms of this Agreement, and shall be responsible for the performance of the Services and for the Consultant's duties and obligations under this Agreement; and
- (b) the Substitute being sufficiently qualified and experienced to provide those Services;
- (c) prior to performing those Services, the Substitute entering into such direct undertakings with the Client as the Client may reasonably require, including with respect to confidentiality and IPR;
- (d) the Consultant remaining solely responsible to the Client for the performance of the Services and for the Consultant's duties and obligations under this Agreement; and



(e) the Consultant being responsible for paying the Substitute and for the acts and omissions of the Substitute.]

4.4 The Consultant shall have no power or authority (and shall not hold itself out or otherwise represent itself as having any power or authority) to contract on behalf of, or otherwise commit, the Client or any Client Group Company.

4.5 The Client shall promptly provide the Consultant with all documents, materials and other information which the Consultant may reasonably request from time to time to enable the Consultant to perform the Services.

4.6 The Client shall ensure that the Consultant is provided with all information required from other Client Group Companies and other Client Group Companies to enable the Consultant to perform the Services and to comply with the relevant regulatory requirements and standards.

4.7 During the term of the Agreement and following its termination, the Consultant shall remain bound by the terms of the Agreement.

(a) The Consultant shall indemnify and hold the Client harmless from and against all claims, damages, costs and expenses (including reasonable legal fees) which may be incurred by the Client as a result of the Consultant's negligence, fraud or willful misconduct, including any claim for which the Consultant may be held liable in law or equity, whether or not such claim is made against the Consultant or the Client, and whether or not the Consultant is found liable for such claim. The maximum amount of such liability shall not exceed £[AMOUNT].

(b)

## 5 Fees

5.1 The Client shall pay the Consultant a fee of £[AMOUNT] per hour, plus VAT, for each hour of the Consultant's time spent on the Services, plus VAT, on each calendar day. The fee shall be payable in advance of the Consultant's performance of the Services.

5.2 Within [ ] days of the end of each month, the Consultant shall provide the Client with a statement of the Consultant's fees for that month.

(a) The Client shall pay the Consultant the fee for the Consultant's substitute] during the term of the Agreement.

(b)

(c)

5.3 [Payment of the fee shall be subject to the Client's approval of the Consultant's invoice. The Client shall not be liable for any payment of the fee if the Consultant has not provided the Services to the Client. The Client shall not be liable for any payment of the fee if the Consultant has not provided the Services to the Client.]

5.4 [Subject to the Client's approval, the Consultant shall be entitled to payment of the fee in advance of the Consultant's performance of the Services. The Client shall pay the fee to the Consultant on the date specified in the Consultant's invoice.]

## 6 Expenses

6.1 [Subject to Clause 6.2, the Consultant shall be responsible for all costs and expenses incurred by the Consultant in providing the Services.]

6.2 [Subject to the Client approving the relevant cost or expense prior to it being incurred, the Client shall reimburse the Consultant for the approved costs and expenses incurred by the Consultant in providing the Services.] OR

6.3 [The Client shall reimburse the Consultant for all costs and expenses properly and reasonably incurred by the Consultant in providing the Services.]

**7 Data Protection**

7.1 Each Party shall comply with the Data Protection Laws in relation to this Agreement and the provision of the Services.

7.2 The Client's data protection policy which applies to the use and processing of personal data relating to the Consultant on request

7.3 If and to the extent that the Consultant processes personal data of the Client, the Consultant shall

- (a) ensure that such processing is necessary and proportionate to the purposes for which it is processed and that it is carried out in a secure and confidential manner;
- (b) ensure that such processing is necessary and proportionate to the purposes for which it is processed and that it is carried out in a secure and confidential manner;
- (c) ensure that such processing is necessary and proportionate to the purposes for which it is processed and that it is carried out in a secure and confidential manner;
- (d) ensure that such processing is necessary and proportionate to the purposes for which it is processed and that it is carried out in a secure and confidential manner;
- (e) ensure that such processing is necessary and proportionate to the purposes for which it is processed and that it is carried out in a secure and confidential manner;
- (f) ensure that such processing is necessary and proportionate to the purposes for which it is processed and that it is carried out in a secure and confidential manner;
- (g) ensure that such processing is necessary and proportionate to the purposes for which it is processed and that it is carried out in a secure and confidential manner;
- (h) ensure that such processing is necessary and proportionate to the purposes for which it is processed and that it is carried out in a secure and confidential manner;

7.4 [The Consultant shall process personal data on behalf of the Client in accordance with the Data Protection Laws and to the extent that the Consultant is required to do so by the Client, the Consultant shall

- (a) ensure that such processing is necessary and proportionate to the purposes for which it is processed and that it is carried out in a secure and confidential manner;
- (b) ensure that such processing is necessary and proportionate to the purposes for which it is processed and that it is carried out in a secure and confidential manner;
- (c) the Consultant shall remain liable to the Client for the acts or omissions of the Substitute in relation to such personal data.]

**8 IPR**

8.1 All IPR arising from the Services, including any IPR in the Services Materials, shall belong to the Client.



- 8.2 The Consultant hereby assigns to the Client all existing and future IPR arising from the Services, including in the Services Materials.
- 8.3 To the extent permissible by applicable law, the Consultant hereby irrevocably waives all moral rights under the Copyright, Designs and Patents Act 1988 (and all similar rights in other jurisdictions, being the rights of the author of, or contributor to, work which is the subject of copyright (i) to be credited as the author of such work and/or (ii) to control the modification and/or destruction of such work) which the Consultant has or will have in any existing or future S

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(c) consult with the Party to which such Confidential Information relates and take such steps as permitted by applicable law and regulation regarding the avoidance or limitation of the required disclosure.

9.5 To the extent that a Party is not permitted by applicable law or regulation to inform the other Party to which such Confidential Information relates prior to disclosing Confidential Information pursuant to Clause 9.4, that Party shall inform the other Party of such disclosure







**13 Termination**

13.1 Either Party shall be entitled to terminate this Agreement with immediate effect by notice in writing to the other Party:

- (a) if the other Party commits any irremediable material breach of this Agreement;
- (b) if the other Party commits any remediable breach of this Agreement and fails to remedy such breach within the period of [21] days from the service of a written notice requiring it to be remedied;
- (c) if the other Party fails to cease to provide the Services or to provide the Services in accordance with the terms of this Agreement;
- (d) if the other Party fails to provide the Services or any part of the Services with all or any of the materials, equipment, information or other resources necessary for the provision of the Services;
- (e) if the other Party fails to provide the Services or any part of the Services in a timely manner or in accordance with the terms of this Agreement;
- (f) if the other Party fails to provide the Services or any part of the Services in accordance with the terms of this Agreement.

13.2 The Client shall be entitled to terminate this Agreement with immediate effect by notice in writing to the other Party:

- (a) if the other Party fails to provide the Services or any part of the Services in accordance with the terms of this Agreement;
- (b) if the other Party fails to provide the Services or any part of the Services in a timely manner or in accordance with the terms of this Agreement;
- (c) if the other Party fails to provide the Services or any part of the Services in accordance with the terms of this Agreement.

13.3 On termination of this Agreement, the other Party shall be entitled to recover from the Client the reasonable costs incurred by the other Party in providing the Services, including but not limited to:

- (a) the cost of any materials, equipment, information or other resources provided by the other Party;
- (b) the cost of any travel, accommodation or other expenses incurred by the other Party in providing the Services.

13.4 On termination of this Agreement, the other Party shall be entitled to recover from the Client the reasonable costs incurred by the other Party in providing the Services, including but not limited to:

**14 Entire Agreement**

14.1 The Agreement shall constitute the entire agreement between the parties in relation to the subject matter of the Agreement and shall supersede all other agreements, understandings, arrangements or negotiations, written or oral, relating to its subject matter.

14.2 Each Party shall be bound by and shall have no remedy or right of action (including the right of rescission or termination) in respect of any statement, representation, warranty or promise that is not set out in this Agreement.

14.3 This Clause 14 shall not exclude liability for fraud or fraudulent misrepresentation.



**15 Relationship of the Parties**

- 15.1 Neither Party shall represent itself as the agent or legal representative of the other Party for any purpose whatsoever.
- 15.2 Nothing in this Agreement is intended, or shall be deemed, to constitute a partnership between the Parties.

**16 Assignment**

- 16.1 Save as otherwise provided in this Agreement, no party shall:
  - (a) assign, sub-contract, or otherwise dispose of its rights or obligations under this Agreement, in whole or in part, or dealing in the business of the Group;
  - (b) ...
  - (c) ...
  - (d) ...and any such assignment or dealing in contravention of this clause shall be null and void.
- 16.2 The Client shall not be liable for any comparison of the Group's performance with that of any other Group.

**17 Variations**

- No variation to this Agreement shall be made unless it is in writing and signed by both parties (including email).

**18 Waivers**

- 18.1 No waiver of any breach of this Agreement by one party shall constitute a precedent for any other breach of this Agreement by that party.
- 18.2 No omission to exercise any right under this Agreement shall be deemed to be a waiver of any right or the exercise of any other right.
- 18.3 The right to waive shall not be limited in any way in addition to all other rights.

**19 Severability**

- 19.1 If any provision of this Agreement is held to be illegal, void or unenforceable, the remainder of this Agreement shall remain in full force and effect.
- 19.2 If any provision of this Agreement is held to be illegal, void or unenforceable, the remainder of this Agreement shall remain in full force and effect, provided that the modification is necessary to give effect to the intent of the parties.

**20 Costs**

Each Party shall bear its own costs incurred in relation to the preparation, negotiation and performance of this Agreement.

**21 Notices**

- 21.1 A notice or other communication given under this Agreement:

- (a) shall be in writing in the English language;
- (b) shall be sent for the attention of the person and to the address given in this Clause 21 (or to such other address as a Party may notify the other Party under this Clause 21); and
- (c) shall be:
  - (i) delivered personally or by courier;

21.2 The addressee of any notice shall be the person named in the address to which it is sent)

(a)

(b)

21.3 A notice shall be deemed to have been received by the addressee if it is delivered to the addressee at the address to which it is sent)

(a)

(b)

(c)

(d)

provide within 48 hours of the date of receipt of the notice to the relevant Party in writing, by email to the email address of the relevant Party stated above; or

21.4 To provide evidence of the date of receipt of the notice, the Party providing the notice shall provide evidence of the date of receipt of the notice to the relevant Party in writing, by email to the email address of the relevant Party stated above; or

(a)

(b) in the case of delivery by email, that the notice was sent by email to the email address of the relevant Party stated above; or

(c) in the case of delivery by post, that the envelope containing the notice was properly addressed to the relevant Party and posted.

21.5 This Clause 21 does not apply to the service of any proceedings or other documents in any legal action.

**22 Third party rights**

22.1 Except as expressly provided elsewhere in this Agreement, this Agreement is made for the benefit of the Parties and is not intended to benefit, or be enforceable by, anyone else (including under the Contracts (Rights of Third Parties) Act 1999).

22.2 Each Client Group Company may enforce Clause 10.1 or Clause 11.3 against the Consultant.

22.3 The rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under the

**23 Counterparts**

This Agreement is made in counterparts and each counterpart shall be treated as if it were the original and all counterparts together shall have the same effect as if they were a single agreement.

This Agreement is an original and all counterparts together shall have the same effect as if they were a single agreement.

**24 Governing Law**

24.1 This Agreement shall be governed by the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement.

This Agreement shall be governed by the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement.

24.2 The Parties agree to submit to the jurisdiction of the courts of England and Wales in connection with this Agreement.

The Parties agree to submit to the jurisdiction of the courts of England and Wales in connection with this Agreement.

**In witness** whereof the Parties have signed this Agreement as a

and this



**Schedule 1 – Services**

[SET OUT SERVICES]



**[NAME OF THE CLIENT]**

**EXECUTED** and **DELIVERED** as a **DEED** )  
by [NAME OF CLIENT] acting by )  
a Director in the presence of: )

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Director

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