

DATED _____ 201[insert year]

[Name of Company]

and

[Name of Consultant]

Consultancy Agreement [individual consultant]

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THIS AGREEMENT is made on [date] 201[enter year]

PARTIES

- (1) [NAME OF **Company**], a company incorporated in England and Wales with registered number [insert number] whose registered office is at [insert address] (the 'Company'); and
- (2) [NAME OF CONSULTANT], of [insert address] ('you').

THE PARTIES AGREE:

1 Definitions and interpretation

- 1.1 In this Agreement, unless the context requires otherwise, the following words and phrases have the meanings set opposite them:

Agreement

this Agreement [including the The Schedule];

Board

the board of directors from time to time of the Company[or any committee of the Board duly appointed by it];

Bribery Legislation

the Bribery Act 2010[and all applicable UK legislation, regulations[, codes] and sanctions relating to anti-bribery and anti-corruption, including the Bribery Act 2010 and all relevant legislation in any other relevant jurisdiction[including [specify]]];

Business Day

a day, other than a Saturday or Sunday, on which banks are open for normal business in [England];

Chief Executive

[the [Chief Executive] of [the Company as appointed by the [[enter details, eg Board]] from time to time OR the [Chief Executive] of [insert name of Group Company]]];

Commercial Opportunities

[any opportunities that [may] relate to the business of the Company[or any Group Company] or any opportunities that the [Board][Chief Executive] (acting reasonably) considers [may OR will] be of benefit to the Company[or any Group Company] and which have come into your knowledge during the Engagement;]

Commencement Date

[enter date];

Confidential Information

[all information or data (in whatever form) of a confidential or proprietary nature disclosed to or received by you (by any means), or to which you have access, whether or not labelled or designated as confidential, relating to the products, services, business or proposed business, finances, transactions, staff and affairs of the Company[and/or any Group Company] or any customer, supplier, employee or client of any such company, including Intellectual Property Rights, trade secrets, information in respect of which the Company[and/or such Group Company] is bound by an obligation of confidentiality to a third party and any other information which is designated as

confidential by the Company[and/or such Group Company][or which you should reasonably be aware is confidential];

OR

Confidential Information

all information or data of a confidential or proprietary nature (in whatever form including written form, electronically stored information, drawings, specifications, code, samples, prototypes) disclosed to or received by you (whether in writing, orally or by any other means), or to which you have access and whether or not labelled or designated as confidential and includes:

- (a) information relating to the products, services, business, proposed business, finances, transactions, clients and staff and affairs of the Company[and/or any Group Company] for the time being confidential to the Company[and/or any Group Company],
- (b) Intellectual Property Rights of the Company[and/or any Group Company],
- (c) trade secrets (including price and cost information, discount structures, sales statistics, business plans and programs, business opportunities, expansion plans, marketing surveys, research and development projects, formulae, inventions, designs, discoveries, know-how, methods, processes, techniques, other technical data, operating procedures, policies and practices) [*list other trade secrets as appropriate*] relating to the business of the Company[and/or any Group Company] and which are for the time being confidential to the Company[and/or any Group Company],
- (d) information relating to the business, finances, dealings, transactions and affairs of any client, customer or supplier of the Company[and/or any Group Company],
- (e) information in respect of which the Company[and/or any Group Company] is bound by an obligation of confidentiality to a third party, and
- (f) any other information which is designated as confidential by the Company[and/or any Group Company] or which because of its character or the circumstances or manner of its disclosure is evidently confidential;]

Engagement

the engagement of you by the Company in accordance with the terms of this Agreement;

Fee

the meaning given to it in Clause 6.1;

Group Company

[[any undertaking which from time to time is a parent undertaking of the Company or a subsidiary of the Company or of any such parent undertaking where 'subsidiary undertaking' and 'parent undertaking' have the meanings given to them in section 1162 of the Companies Act 2006; OR any holding company of the Company and any subsidiary of the Company or of any such holding company from time to time each as defined by section 1159 of the Companies Act 2006;]]

Insurance Policies

[commercial general liability insurance cover,] [and][employer's liability insurance cover] [and public liability insurance cover];

Intellectual Property Rights

any and all copyright, rights in inventions, patents, know-how, trade secrets, trade marks and trade names, service marks, design rights, rights in get-up, database rights and rights in data, [the right to sue for passing off,] utility models, domain names and all similar rights and, in each case:

- (a) whether registered or not,
- (b) including any applications to protect or register such rights,
- (c) including all renewals and extensions of such rights or applications,
- (d) whether vested, contingent or future, and
- (e) wherever existing;

Interest Rate

[two per cent. per annum above the base rate of the [Bank of England] base rate from time to time;]

Services

the services defined in the The Schedule to this Agreement[and such other services as you may perform pursuant to this Agreement];

Substitute Consultant

[a person appointed under the terms of Clause 4;]

Termination Date

the date upon which your engagement with the Company under this Agreement terminates for whatever reason; and

Works

any and all materials, hard copy documents, hardware documents, operating or training manuals, instructions, notes and data in whatever form, including hard copy and electronic form, prepared or produced by you[and/or any Substitute Consultant] in providing the Services.

1.2 In this Agreement:

- 1.2.1 any reference to this Agreement or to any other document will include any permitted variation or amendment to this Agreement or such other document;
- 1.2.2 the use of the singular includes the plural and vice versa and words denoting any gender will include a reference to each other gender;
- 1.2.3 any reference to a Clause or Schedule is, except where expressly stated to the contrary, reference to the relevant Clause of or Schedule to this Agreement;
- 1.2.4 Clauses and Schedule headings and the use of bold type are included for ease of reference only and will not affect the construction or interpretation of any provision of this Agreement;
- 1.2.5 any reference to any statute, statutory instrument, order, regulation or other similar instrument (including any EU order, regulation or instrument) will be construed as including references to any statutory modification, consideration or re-enactment of that provision (whether before, on or after the date of this Agreement) for the time being in force, including all instruments, orders or regulations then in force and made under or deriving validity that legislation;
- 1.2.6 the words 'include', 'including', 'in particular' or any similar expression will be construed as illustrative and will not limit the sense of the words preceding those terms; and
- 1.2.7 the The Schedule is incorporated into and forms part of this Agreement.

2 Commencement and length of engagement

[Your engagement under this Agreement [will commence OR commenced] on the Commencement Date and will continue, subject to the terms of this Agreement, unless or until either party gives to the other not less than *[insert number]* [weeks' OR months'] notice in writing to terminate this Agreement.

OR

Your engagement under this Agreement will be for a fixed period of *[insert number]* [months OR years] from the Commencement Date, subject to the terms of this Agreement and subject to the right of either the Company or you to give to the other not less than *[number]* [weeks' OR months'] notice in writing during such fixed period terminating the Agreement.

OR

Your engagement under this Agreement will be for a fixed period of *[insert number]* [weeks OR months] from the Commencement Date and continuing after that period, subject to the terms of this Agreement, unless and until termination by either the Company or you giving to the other not less than *[number]* [weeks' OR months'] notice in writing terminating the Agreement, such notice to expire on or after the end of such fixed period.

OR

Your engagement under this Agreement [will commence OR commenced] on the Commencement Date and will continue, subject to the terms of this Agreement, until [the earlier of *[insert date]* and] completion of the Services to the satisfaction of the Company, when it will automatically terminate. [[The Company OR Either party] may at any time prior to the completion of the Services terminate the Agreement by giving [to you OR to the other] not less than *[insert number]* [weeks' OR months'] notice in writing terminating the Agreement.]]

3 Provision of services

- 3.1 During the Engagement, you will provide the Services to the Company [and any Group Company] in accordance with the terms of this Agreement.
- 3.2 You will provide the Services with all due skill, care and diligence [and will at all times during the Engagement use your [best OR reasonable] endeavours to promote the interests of the Company [and any Group Company].]
- 3.3 You agree to make yourself available to provide the Services, unless prevented by ill-health or accident, [for *[specify requirements]* OR on such days and at such times and in such places as may be required by the Company [or any Group Company] from time to time OR for an aggregate of *[number]* months in each 12-month period beginning on the Commencement Date OR for up to *[number]* [hours OR days] per [week OR month] together with such additional time as may be necessary for the proper provision of the Services] [except that nothing in this Agreement will require you to devote in respect of your obligations under this Agreement more than *[number]* [hours OR days] in any [month OR week]].
- 3.4 You will immediately notify the Company[and any relevant Group Company] if at any time during the period of this Agreement you are unable to provide the Services in accordance with Clause 3.3[, *specifying in writing, if so required by the Company[, and/or any relevant Group Company,] the relevant reason or reasons*].

- 3.5 You will keep the [Board OR Chief Executive] informed of progress on projects in which you are engaged[by reference to the agreed milestones set out in the The Schedule][and will produce all such information and reports in such form as the [Board OR Chief Executive] may[reasonably] require from time to time].
- 3.6 While your method of work is your own, you will comply with the reasonable requests of the [Board OR Chief Executive] and will work and co-operate with any servant or agent or other consultant of the Company[or any Group Company][as may be necessary for the provision of the Services].
- 3.7 You will not, without the prior written consent of the [Board OR Chief Executive], have authority to commit the Company[or any Group Company] to any legally binding agreement, nor incur expenditure in the name or for the account of the Company[or any Group Company], nor sign any document, bring any proceedings nor make any promise on behalf of the Company[or any Group Company] nor hold yourself out as having authority to bind the Company[or any Group Company].
- 3.8 You will:
- 3.8.1 [comply with all reasonable standards of safety at all times;]
- 3.8.2 at all times comply with the Company's[and any Group Company's] health and safety policies and procedures[as are notified to you from time to time]; and
- 3.8.3 [immediately report to the [Board OR Chief Executive] [and any Group Company] any unsafe working conditions or practices.]
- 3.9 [You may use another person, firm or company to perform any administrative, clerical or secretarial functions which are incidental to the provision of the Services, provided that the Company will not be liable to bear the cost of such person, firm or company.]
- 3.10 Where you are obliged to provide personal instruments and/or equipment and/or computer equipment for the provision of the Services, you will be liable, at your own cost to keep any such personal instruments and/or equipment and/or computer equipment in a safe and proper operating condition.
- 3.11 Where you are obliged to provide computer equipment for the provision of the Services it is a condition of this Agreement that:
- 3.11.1 such computer equipment is free of any virus either in hard disk, floppy disk, memory or other associated storage media;
- 3.11.2 you will on the Commencement Date and from time to time as required by the Company, make such computer equipment available for audit by the Company's [*information technology or insert name of other appropriate department*] department, or equivalent person, for verification of Clause 3.11.1;
- 3.11.3 you will not connect such computer equipment to the Company's computer network.
- 3.12 Where necessary for the provision of the Services, the Company will supply the necessary computer software for loading onto your computer equipment. Property in all such computer software will at all times vest in the Company and upon termination of this Agreement you will surrender such software in accordance with the provisions of Clause 18 (Obligations on Termination) of this Agreement.

- 3.13 If you are required to travel abroad in connection with the provision of the Services, you will be solely responsible for compliance with any necessary insurance, inoculations or immigration requirements.

4 [Substitute consultant

[In the event that you are unable to provide the whole or any part of the Services for whatever reason, you will offer the Company a substitute with equivalent skill and expertise to perform the Services on your behalf (the Substitute Consultant). Any Substitute Consultant will be required to enter into direct undertakings with the Company, including with regard to confidentiality.[You will provide an overlap period of up to *[insert number]* working days during which time you will ensure that the Substitute Consultant fully understands the requirements of the Company and your obligations in respect of the Services. You will not charge the Company any extra sum for this overlap period.] You will continue to invoice the Company and will be responsible for the payments and expenses of the Substitute Consultant.

OR

[In the event that you are unable to provide the whole or any part of the Services because of ill-health, maternity leave or other unavoidable absence, you will offer the Company OR You may, with the prior written consent of the [Board OR Chief Executive] propose] a substitute with equivalent skill and expertise to perform the Services on your behalf (the Substitute Consultant). Any Substitute Consultant will be required to enter into direct undertakings with the Company, including with regard to confidentiality.[If the Company accepts the Substitute Consultant you will provide an overlap period of up to *[insert number]* working days during which time you will ensure that the Substitute Consultant fully understands the requirements of the Company and your obligations in respect of the Services. You will not charge the Company any extra sum for this overlap period]. You will continue to invoice the Company and will be responsible for the payments and expenses of the Substitute Consultant.[The Company may, at its sole discretion [such discretion to be exercised reasonably], refuse to accept any Substitute Consultant[in which case you will offer a further Substitute Consultant].] In the event that you are unable to provide an acceptable Substitute Consultant, the Company will be entitled to terminate this Agreement in accordance with Clause 17.1.2.]]

5 Outside interests and protection of business interests

- 5.1 You warrant that you will not as a consequence of entering into and performing your obligations under this Agreement be in breach of any express or implied terms of any contract, agreement or other arrangement with, or any obligation to, any third party which is binding upon you[and that you are under no obligation, covenant or restriction which may give rise to any conflict of interest between you and the Company[and/or any Group Company]].
- 5.2 Subject to Clauses 5.3 to 5.4, you may have any interest in or advise or act as a consultant to any business provided that you will not, during the Engagement, without the prior written consent of the Company (such consent not to be unreasonably withheld),[have[any] [a material financial] interest in or] undertake any other employment or engagement with any business which may interfere with[or detract from] the proper provision of the Services or prejudice the interests of the Company[or any Group Company][, or which involves employment with or the provision of services to any person, company or undertaking which[is similar to or] carries on or intends to carry on business in direct[or indirect] competition with the Company[or any Group Company]].[In the event of a conflict between your obligations to the Company under this Agreement and your obligations to any third party, your obligations to the Company will take precedence.]

- 5.3 You will not[during the Engagement and for the period of [enter number] months after the Termination Date] use or otherwise turn to your advantage your knowledge of or any connection with any of the customers of or suppliers to the Company[or any Group Company] which you acquired during the Engagement so as to take any direct[or indirect] advantage of the business and other connections of the Company except for its advantage[or the advantage of any Group Company].[This Clause will not apply where on or before the Commencement Date you have an already existing relationship with the relevant customers or suppliers.]
- 5.4 You will not obtain, directly or indirectly, any discount, rebate, commission or other benefit in respect of any goods or services supplied to or acquired by the Company or any other business transacted by it and if you do receive any such discount, rebate, commission or other benefit you will account to the Company for it immediately.
- 5.5 You undertake to the Company[and each Group Company]:
- 5.5.1 that, during the Engagement, you will take all reasonably practicable measures to offer (or cause to be offered) any Commercial Opportunities to the Company[and each Group Company]; and
- 5.5.2 that you will offer (or cause to be offered) to the Company[and each Group Company] any Commercial Opportunities referred to in this Clause 5.5 as soon as reasonably practicable after you become aware of the said Commercial Opportunities, and, in any case, prior to you offering (or causing to be offered) the said Commercial Opportunities to any third party.
- 5.6 You will not be required to disclose to the Company[or any Group Company] any Commercial Opportunities where such disclosure would be in breach of any duty of confidentiality or of any fiduciary duty owed by you to any third party.
- 5.7 [You will not without the prior written consent of the Company[, such consent not to be unreasonably withheld] (whether as principal, employee, agent, consultant or otherwise) at any time either during the Engagement or during the period of [insert number] months following the Termination Date[, directly or indirectly,] solicit or endeavour to solicit away from the Company[or any Group Company][or employ or engage][or be directly involved in the employment or engagement of] any person with whom you have had dealings or personal contact (other than on a de minimis basis) in the course of the Engagement and who is at the Termination Date or was at any time during the period of [insert number] months prior to the Termination Date employed or engaged by the Company[or any Group Company] in an executive and/or senior managerial capacity.]
- 5.8 You will not without the prior written consent of the Company[(such consent not to be unreasonably withheld)], whether as principal, employee, agent, consultant or otherwise, at any time either during the Engagement or during the period of [insert number] months following the Termination Date, in competition with any business or businesses of the Company[, or any Group Company to which you provided services during the Engagement,] carried on at the Termination Date[, directly or indirectly,] solicit or endeavour to solicit the custom of[, or deal with or accept business from,] any person, firm or company who at any time during the [insert number] months prior to the Termination Date was a [customer OR client] of the Company[or any Group Company] with whom or with which you dealt or had personal contact other than on a *de minimis* basis or for whom or for which you were responsible on behalf of the Company[or any Group Company] within the said period[other than [clients OR customers] with whom you had already had dealings prior to the Engagement and/or whom you introduced to the Company].

- 5.9 [You will not without the prior written consent of the Company[(such consent not to be unreasonably withheld)], whether as principal, employee, agent, consultant or otherwise, at any time either during the Engagement with the Company or within the period of *[insert number]* months following the Termination Date, in competition with any business or businesses of the Company[or any Group Company to which you provided services][, directly or indirectly,] interfere or endeavour to interfere with the continuance of supplies to the Company[or any Group Company] (or the terms relating to those supplies) by any person, firm or company who or which at any time during the *[insert number]* months prior to the Termination Date was a supplier of any goods or services to the Company[or any Group Company] with whom you had personal dealings[other than suppliers with whom you had already had dealings prior to the Engagement and/or which you introduced to the Company].]
- 5.10 [You acknowledge[(having taken appropriate legal advice)] that the provisions of this Clause are fair and reasonable and necessary to protect the goodwill and interests of the Company[and the Group Companies] and will constitute separate and severable undertakings given for the benefit of the Company[and each Group Company] and may be enforced by the Company[on behalf of any of them].]
- 5.11 You acknowledge and agree that you will be obliged to draw the provisions of this Clause 5 to the attention of any third party who may at any time before or (where the restrictions apply after the Termination Date) after the Termination Date, offer to engage or go into business with you[in any capacity] and for whom or with whom you intend to work or go into business at any time within the period of *[insert number]* months following the Termination Date.

6 Fees

- 6.1 Subject to Clause 6.8, the Company will pay to you in consideration of the provision of the Services a fee of £*[enter amount]*[per *[hour OR day OR month OR year]*] *[inclusive OR exclusive]* of VAT where applicable, payable[by bank transfer] *[monthly OR quarterly]* in arrears (the Fee) within *[insert number]* days of receipt by the Company of an invoice submitted in accordance with Clause 6.2.
- 6.2 You will render *[monthly OR quarterly]* invoices[in instalments as agreed between you and the Company from time to time][as set out in the The Schedule] to the Company in respect of the Fee, which give details of[the hours worked by you[and/or any Substitute Consultant],] the Services provided and the amount of the Fee payable and, where you are registered for VAT, will show any VAT separately.
- 6.3 [You will keep time sheets showing the hours worked by you[and/or any Substitute Consultant] in respect of the provision of the Services and will if so requested produce them to the Company for accounting purposes.]
- 6.4 Where the Company disputes in good faith upon reasonable grounds any sum invoiced by you, the Company may withhold payment in respect only of the amount under dispute pending resolution of the dispute.
- 6.5 [If any invoice (or any part of an invoice) remains unpaid at the due date for payment such invoice will bear interest at the Interest Rate from the day after the due date for payment up to (and including) the date of payment of the invoice in full. [If (i) any sum invoiced by you is disputed by the Company in accordance with Clause 6.4 and (ii) the parties agree that such sum will not be payable by the Company to you, then interest will be deemed not to have accrued in respect of that sum.]]

6.6 [Payment by the Company will be without prejudice to any claims or rights which the Company may have against you and will not constitute any admission by the Company as to the provision of the Services by you under this Agreement.

OR

Payment by the Company or acceptance of the Fee by you will be without prejudice to any claims or rights which the Company or you may have against each other and will not constitute any admission by the Company or you under this Agreement.]

6.7 The Company will be entitled to deduct from the Fee and any other sums due to you, any sum that you may owe to the Company[or any Group Company] at any time, including any sums under dispute in accordance with Clause 6.4[, subject to such deductions being notified to you in writing not less than seven days before they are made].

6.8 For the avoidance of doubt, if no Services are required, or if you fail to provide the Services in accordance with Clause 3.3 (whether due to ill health, accident or other incapacity, or for any other reason),[and no Substitute Consultant performs the Services] no Fee will be payable.

7 Expenses

You will [be responsible for all out-of-pocket expenses and normal overhead expenditure incurred by you in the provision of the Services under this Agreement. For the avoidance of doubt you will not be reimbursed separately for these expenses OR be entitled to be reimbursed all out-of-pocket expenses (including travelling and entertainment expenses but not parking or road traffic offence fines) reasonably incurred by you in the proper provision of the Services, subject to the production of such receipts or other evidence as the Company may reasonably require and will include any such expenses on invoices rendered pursuant to Clause 6.2].

8 Tax and national insurance

8.1 You acknowledge that the Company will not be operating PAYE or making or deducting any national insurance contributions in respect of the provision of Services and the Fee payable under this Agreement.

8.2 You will be responsible for, and will account to the appropriate authorities for, all income tax liabilities and national insurance or similar contributions payable in respect of the payments made to you under this Agreement[on a self-assessment basis].

8.3 [If any claim, assessment or demand is made against the Company[or any Group Company] for payment of income tax or national insurance contributions or other similar contributions due in respect of the payments made to you under this Agreement, you will indemnify the Company[and such Group Company] against any liability, assessment or claim together with all [reasonable] costs and expenses and any penalty, fine or interest [incurred or payable OR paid] by the Company[and/or any Group Company] in connection with or in consequence of any such liability, assessment or claim, where such recovery is not prohibited by law.[The Company may at its option satisfy such indemnity (in whole or in part) by way of deduction from any payments to be made by the Company to you under this Agreement.]

OR

8.4 If any claim, assessment or demand is made against the Company[or any Group Company] for payment of income tax or national insurance contributions or other similar contributions due in respect of the payments made to you under this Agreement:

8.4.1 no payment will be made by the Company to HMRC without you first being given particulars of any proposed payment and the opportunity at your own expense to dispute the basis for and amount of any payment;

8.4.2 you will indemnify the Company[and any Group Company] against any liability, assessment or claim together with all reasonable costs and expenses and any penalty, fine or interest paid by the Company[or any Group Company] in connection with or in consequence of any such liability, assessment or claim except where:

- (a) such recovery is prohibited by law;
- (b) such costs, expenses or any penalty, fine or interest arise out of the Company's negligence or wilful default;

8.4.3 the amount payable by under this indemnity will be reduced by any amount paid by you to HMRC in respect of tax and national insurance contributions in accordance with Clause 8.2 above, except where HMRC has already set off any such amount paid by you against the Company's liability.]

9 No employment or benefits

9.1 Whilst acting as a consultant for the Company under this Agreement you will be an independent contractor and as such will not be entitled to any pension, bonus, holiday, sickness or other fringe benefits from the Company[or any Group Company]. Nothing in the terms of this Agreement will render you an agent, officer or employee, worker or partner of the Company[or any Group Company] and you will not hold yourself out as such.

9.2 You will be fully responsible for and hereby indemnify the Company[or any Group Company] for and in respect of any liability (including reasonable costs and expenses) for any employment-related claim or any claim based on worker status brought by you[or any Substitute Consultant] against the Company arising out of or in connection with the provision of the Services[except where such claim is as a result of any act or omission of the Company].

10 [Liability, indemnity and insurance OR Indemnity]

10.1 [[You acknowledge that you will have personal liability for any loss, liability or costs (including legal costs) incurred by the Company[or any Group Company] in connection with the provision of the Services and you will accordingly maintain in force during the Engagement full and comprehensive Insurance Policies in respect of the provision of the Services.

OR

You will maintain in force during the Engagement [full and comprehensive Insurance Policies OR Employee Liability Insurance] in respect of the provision of the Services.]]

10.2 [You will ensure that the Insurance Policies are taken out with reputable insurance companies [acceptable to the Company and that the level of cover and other terms of the insurance are acceptable to and agreed by the Company.]]

10.3 [You agree to produce for inspection by the Company on the Commencement Date and at any time on [reasonable] request by the Company during the period of this Agreement a copy of the Insurance Policies and any relevant renewal confirmation(s).]

10.4 [[You will notify the insurers of the Company's interest and will [if possible] cause such interest to be noted on the Insurance Policies. [You will use all insurance monies received by you under the Insurance Policies to indemnify the Company [and any Group Company] in respect of any loss, liability or costs (including legal costs) incurred by the Company [and/or any Group Company] in connection with the provision of the Services (including any loss, liability or costs arising as a result of a claim brought against the Company [or any Group Company] by one of [its OR their] employees or a third party)[and will make a direct payment from your own resources to the Company [and any Group Company] in respect of any deficiencies not covered by the insurance monies].]

OR

You will notify the insurers of the Company's interest and will [if possible] cause such interest to be noted on the Insurance Policies. [You will pay over all insurance monies received by you under the Insurance Policies in relation to the loss, liability or costs (including any legal costs) incurred by the Company [and/or any Group Company] as a result of your negligence or breach of the terms of this Agreement in relation to the provision of the Services.]]

10.5 [You will comply with all terms and conditions of the Insurance Policies at all times. You will immediately notify the Company [and any Group Company] if cover under the Insurance Policies is not renewed, or lapses, or is subject to material change[, or if you become aware of any circumstances which may cause cover under the Insurance Policies not to be renewed, or to lapse, or to be subject to material change].

OR

10.6 You acknowledge that the Company will be relying upon your skill, expertise and experience in the [insert area of expertise] field and warrant to the Company that:

10.6.1 you will provide the Services in the manner and to the standard [reasonably] specified by the Company;

10.6.2 all advice and information given and all representations and statements made and all documents provided by you will be [materially] accurate [and appropriate for their respective purposes]; and

10.6.3 all intellectual property and information provided by you will be [materially] accurate [and appropriate for its purpose];

AND you agree to indemnify and keep indemnified the Company against any [direct] loss or costs (including [reasonable] legal costs [on an indemnity basis]), charges and other expenses of any nature whatsoever incurred or suffered by the Company [and/or any Group Company] [whether direct or consequential (including such arising in consequence of a claim brought against the Company [and/or any Group Company] by one of [its OR its or their] employees or a third party)] in consequence of any breach of these warranties or of the terms of this Agreement [or any negligence on your part in connection with the provision of the Services] [or as a result of such reliance].]

11 Confidential information

- 11.1 Except in the proper performance of your obligations under this Agreement, you will not during the period of this Agreement or [at any time OR for the period of [insert number] months] after the Termination Date, without the prior written approval of the Company[such approval not to be unreasonably withheld] use for your own benefit or for the benefit of any other person, firm, company or organisation or directly or indirectly disclose to any person[(and must use [your best OR reasonable] endeavours to prevent publication or disclosure of)] any Confidential Information which has come to your knowledge during or in connection with the Engagement.
- 11.2 You will not during the period of this Agreement make (otherwise than for the benefit of the Company[and/or any Group Company]) any notes, memoranda, records, tape recordings, computer programs or any other form of record relating to any matter within the scope of the business of the Company[and/or any Group Company] or concerning any of the dealings or affairs of the Company[and/or any Group Company].
- 11.3 The restrictions contained in this Clause 11 will not apply to:
- 11.3.1 any Confidential Information which is already in or (otherwise than through your unauthorised disclosure) becomes available to, or within the knowledge of, the public generally; or
- 11.3.2 any use or disclosure authorised by the Company or required by law.

12 Intellectual property

- 12.1 In consideration of the Company paying you the Fee, you hereby transfer to the Company by way of present and future assignment with full title guarantee all the Intellectual Property Rights in the Works:
- 12.1.1 [anywhere in the world;]
- 12.1.2 in any sector and for any purpose;
- 12.1.3 for the full term of such rights and any renewals;
- 12.1.4 including (with effect from their creation) all Intellectual Property Rights[in Works] created or developed in future by you[and/or any Substitute Consultant] in respect of the Services.
- 12.2 In respect of Works in respect of which Intellectual Property Rights are assigned to the Company pursuant to Clause 12.1, you will waive your, and will procure the waiver by all third parties of their, moral rights in such Works, under the Copyright, Designs and Patents Act 1988 (and all analogous legislation worldwide) to the extent permitted by law.
- 12.3 You will, at the expense of the Company, at any time either during or after the Engagement give all assistance and do all acts and things as may be in the opinion of the Company necessary or desirable to give the full benefit of Clauses 12.1 and 12.2 of this Agreement to the Company.
- 12.4 You hereby irrevocably appoint the Company to be your attorney with power on your behalf to do all such acts, assurances and things, execute all such assignments, forms, authorisations, documents and deeds and make or swear any declaration or oath and generally to use your name as may be required to give the full benefit of this Agreement to the Company and you hereby expressly authorise the

Company to delegate all or any of the powers conferred on it by this Clause 12 to any person(s) as the Company may in its absolute discretion think fit.

- 12.5 You warrant that you will not in the course of providing the Services infringe the Intellectual Property Rights of any other person.
- 12.6 You will indemnify and keep indemnified and hold harmless the Company[and each Group Company] from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by the Company as a result of or in connection with any action, demand or claim that any of the Intellectual Property Rights or Works provided under this Agreement infringe the Intellectual Property Rights of any third party.

13 Data protection [and OR ,] monitoring[and freedom of information]

- 13.1 You will comply in all [material] respects with your obligations under the Data Protection Act 1998 (including but not limited to the data protection principles and your obligation to notify processing of personal data) in relation to the management or protection of personal data which you process in the provision of the Services under this Agreement (Personal Data) and, in particular, you will:
 - 13.1.1 use Personal Data only in so far as is necessary for the purpose of carrying out your obligations under this Agreement;
 - 13.1.2 not disclose Personal Data unless specifically authorised by the Company to do so; and
 - 13.1.3 comply with *[[enter relevant policy, eg 'the Company's Data Protection Policy']* as notified to you from time to time] OR any rules or policies given to you or notified by the Company in relation to processing Personal Data].
- 13.2 Without prejudice to the generality of Clause 13.1, you will implement and maintain appropriate technical and organisational measures against unauthorised and unlawful processing of Personal Data and against accidental loss and destruction of or damage to Personal Data.
- 13.3 You hereby consent [(i)] to the Company[and any Group Company] holding and processing personal data relating to you [including sensitive personal data OR other than sensitive personal data where your specific consent must be sought] [and (ii) to the transfer of such information by the Company[and/or any Group Company] outside the European Economic Area in order to carry on its business]. You agree that the Company[and/or any Group Company] may process and disclose such data internally and so far as is reasonably necessary externally for the purposes of complying with statutory requirements, meeting the Company's legitimate interests[insofar as this processing is not unwarranted in any particular case by reason of prejudice to your rights and freedoms or legitimate interests] and complying with this Agreement. Any such data will be processed in accordance with the data protection principles set out in the Data Protection Act 1998. (Personal data and sensitive personal data will have the meanings given to them in the Data Protection Act 1998).
- 13.4 As you may have access to the Company's communications systems (including its computer systems), the Company has the right to monitor, intercept and read any of your internal and external email, fax or other form of communication [or to listen to or record any of your telephone conversations] for the purposes of monitoring and record keeping to establish facts, to establish compliance with regulatory and self-regulatory procedures, to prevent, detect or investigate:
 - 13.4.1 crime;
 - 13.4.2 the unauthorised use of the Company's communications systems;

13.4.3 non-compliance with the Company's practices and procedures;

13.4.4 wrong-doing by you or others.

You agree to comply with the Company's *[insert name of relevant policy]* as notified to you from time to time.

13.5 [You acknowledge that the Company is subject to the requirements of the Freedom of Information Act 2000 (the 'FOIA')[and the Environmental Information Regulations 2004 (the 'EIR')]]

13.6 [In the event that the Company receives a request for information pursuant to the FOIA[or the EIR], responsibility for determining whether the information requested should be disclosed or may be withheld in accordance with the FOIA[or the EIR] lies with the Company at its absolute discretion.]

13.7 [The Company will inform you as soon as reasonably practicable of the receipt of any request for information that may include information about you, and will, when required to do so under the terms of the Data Protection Act 1998, request your consent to disclose such information and, in all other cases, [if possible] afford you an opportunity to make representations to the Company regarding that request for information within five working days of you being notified of the request.]

13.8 [In pursuance of the Company's obligations under the FOIA[and/or the EIR], you acknowledge that the Company may be required to disclose confidential information or personal data about you.]

14 Anti-corruption and bribery

14.1 You will:

14.1.1 comply with the Bribery Legislation;

14.1.2 [not engage in any activity, conduct or practice which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, conduct or practice had been carried out in the United Kingdom;]

14.1.3 [comply with the Company's [Anti-bribery and Corruption Policy AND/OR Ethics Policy AND/OR Gifts and Hospitality Policy AND/OR *[insert name of any other relevant policies]*]]

14.2 Without limitation to Clause 14.1, neither party will make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such bribe or other improper payment to be made or received on its behalf, either in the United Kingdom or elsewhere, and will implement and maintain adequate procedures to ensure that such bribes or payments are not made or received[directly or indirectly] on its behalf.

14.3 Each party will [use all reasonable endeavours to] ensure that:

14.3.1 all of that party's personnel[, including any Substitute Consultant]

14.3.2 all others associated with that party, and

14.3.3 all of that party's subcontractors,

involved in performing the Services or with this Agreement comply with the obligations set out in Clauses 14.1 and 14.2.

14.4 In this Clause 14, the expressions adequate procedures and associated will be construed in accordance with the Bribery Act 2010 and documents published under it.

15 Obligations of the Company

- 15.1 During the Engagement the Company will afford you such access to the premises of the Company[and any Group Company] [during [its AND/OR its and/or their] normal working hours only] and information, records and other materials as may be necessary to enable you to provide the Services.
- 15.2 The Company will:
- 15.2.1 [advise you of the rules and regulations from time to time in force for the conduct of personnel at its premises and you will ensure that you comply with any such rules and regulations;
- AND
- 15.2.2 make available such working space and facilities at its premises as [you and the Company] and/or any Group Company] agree are OR the Company[and any Group Company] deems] necessary for you to provide the Services;
- AND
- 15.2.3 [confer with you to schedule work to the best convenience of both parties and the Company[and any Group Company] will give as much advance notice as possible of specific projects which it wishes you to undertake and of their likely duration].]
- 15.3 [The Company will supply you free of charge with such materials, instruments or equipment as [the Company[and/or any Group Company] deems necessary OR you and the Company[and any Group Company] agree is necessary] for you to provide the Services.]
- 15.4 [The Company will [communicate to OR agree with] you the name of the person(s) within the Company[and/or any Group Company] who will act as the [sole OR principal] contact point and channel of communication in respect of the provision by you of the Services during the Engagement. The Company will inform you of [and agree with you] as soon as reasonably practicable any change in the identity of such person(s).]

16 Statements

You will not [without the prior[written] consent of the Company(such consent not to be unreasonably withheld)] at any time, whether during the period of this Agreement or at any time after it ends, make any public statement in relation to the Company[and/or any Group Company] or [its OR their] businesses, affairs, customers or clients or officers and employees and will not after the Termination Date represent yourself as still being engaged by or connected with the Company[and/or any Group Company] [except that this Clause will not prevent you at any time acknowledging the fact that you are, or have been, working with the Company].

17 Termination

- 17.1 Notwithstanding the provisions of Clause 2[and subject to the provisions of Clause 17.3], the Company may terminate this Agreement with immediate effect with no further obligation to make any further payment to you (other than in respect of amounts accrued prior to the Termination Date) by written notice to you, if, at any time, you:
- 17.1.1 commit any serious or repeated breach or non-observance of any of the terms or conditions of this Agreement; or

- 17.1.2 [other than by reason of incapacity by accident or illness[for [*insert period of time, eg a month*] or less,]] are unable to provide the Services in a proper and efficient manner[(and have not provided an acceptable Substitute Consultant pursuant to Clause 4)] or are in the reasonable opinion of the [Board OR Chief Executive] grossly negligent[or incompetent] in the performance of the Services; or
- 17.1.3 commit an act of fraud or dishonesty or a breach of a fiduciary duty [whether] relating to the Company [or otherwise] or act in any manner which in the [reasonable] opinion of the [Board OR Chief Executive] brings [or is likely to bring][you or] the Company[[or any Group Company] into[serious] disrepute AND/OR is materially adverse to the interests of the Company[and/or any Group Company]]; or
- 17.1.4 have been prevented by ill-health or accident from providing the Services for an aggregate period of [*insert number*] Business Days in any period of [*insert number of months*] months; or
- 17.1.5 have a bankruptcy order made against you or compound with or enter into any [formal] voluntary arrangements with your creditors[such that in the reasonable opinion of the [Board OR Chief Executive] you are no longer suitable to provide the Services]; or
- 17.1.6 are [charged with or] convicted of any criminal offence[(other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed)] which[in the reasonable opinion of the [Board OR Chief Executive]] materially affects your ability to provide the Services; or
- 17.1.7 any of the warranties set out in [this Agreement OR Clause 5.1 [, Clause 10.6] and Clause 12.5 of this Agreement] being found to be[materially and significantly] inaccurate, misleading or untrue;
- 17.1.8 [become prohibited, by operation of law, from acting as an officer of the Company[or of any other company]; or]
- 17.1.9 [cease for whatever reason from acting as an officer of the Company.]
- 17.2 Notwithstanding the provisions of Clause 2[and subject to the provisions of Clause 17.3], you may terminate this Agreement with immediate effect and without liability to pay any compensation or damages by written notice to the Company if at any time:
 - 17.2.1 the Company commits any serious or repeated breach or non-observance of any of the terms or conditions of this Agreement[, and for the avoidance of doubt a failure to pay the Fee on the due date will be a serious breach]; or
 - 17.2.2 the Company makes a resolution for its winding up, makes an arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for protection from its creditors or an administration or winding up order is made or an administrator or receiver is appointed in relation to the Company; or
 - 17.2.3 [except as permitted in Clause 19, the Company purports to assign the burden or benefit or to charge the benefit of this Agreement.]
- 17.3 Neither party will be in breach of this Agreement if there is any total or partial failure of performance by it of its duties and obligations under this Agreement occasioned by any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, prevention from or hindrance in

obtaining any raw materials, energy or other supplies, labour disputes of whatever nature and any other reason beyond the control of either party. If either party is unable to perform its duties and obligations under this Agreement as a direct result of the effect of one of these reasons, that party will give written notice to the other of the inability, stating the reason in question. The operation of this Agreement including, without limitation, Clause 17.1 will be suspended for the period (and only during the period) during which the reason continues[and you will be paid any of the Fee which is outstanding at the commencement of that suspension forthwith [, pro-rata]]. Immediately upon the reason ceasing to exist, the party relying upon it will give written notice to the other of this fact.[If the reason continues for a period of more than [enter number, eg 90] days and substantially affects the commercial basis of this Agreement, the party not claiming relief under this Clause 17.3 will have the right to terminate this Agreement upon giving [enter number, eg 30] days' written notice of such termination to the other party.]

18 Obligations on termination

- 18.1 You[and any Substitute Consultant,] will immediately upon termination of this Agreement and, if requested by the Company, at any time during the Engagement, surrender to a person duly authorised by the Company all computer programs, reports, manuals, files, notes, accounts, documents, correspondence, books, materials, papers and information (on whatever media and wherever located) any keys and any other property of the Company[and/or any Group Company][or its or their business contacts] that have been made or received by you during the course of providing the Services (whether in terms of this Agreement or any other agreement or arrangement between the Company and you) and which are in your possession or under your control.
- 18.2 Immediately on the termination of this Agreement, you will irrevocably delete any information relating to the business of the Company[and/or any Group Company] stored in any magnetic or optical drive or memory, and all matter derived from such sources, which is in your possession or under your control outside the premises of the Company.
- 18.3 On the termination of this Agreement you will, if requested by the Company, provide a signed statement that you have fully complied with your obligations under this Clause 18[and make any optical drive or memory available to the Company for inspection in order to verify your compliance with Clause 18.2.]

19 Restrictions on assignment/sub-contracting

The Company may freely assign, delegate, sub-contract or otherwise transfer its rights and obligations under this Agreement to any Group Company or to any company with which it may merge or to any company to which it may transfer its assets and undertaking, provided that it gives prior written notice to you. You may not assign this Agreement or any of your rights and obligations under it[without the prior written consent of the Company, provided that where such consent is given, you will not be relieved of liability for any non-performance by any assignee, agent or sub-contractor. OR except in the circumstances set out in Clause 4 above. Notwithstanding any sub-contracting, you will remain primarily responsible for the acts and omissions of your agents or sub-contractors as though such acts or omissions were your own.]

20 Notices

- 20.1 Any notice, consent or confirmation to be given under this Agreement must be in writing [(which for this purpose, for the avoidance of doubt, does not include email)] and must be served by delivering it personally or sending it by pre-paid recorded delivery or first class post with a certificate of posting [or in the case of an address for service outside the United Kingdom, sending it by registered

airmail] to the party to be served at (in the case of a notice to the Company) its registered office or principal place of business for the time being and (in the case of a notice to you) your last known address or by fax to the fax number notified by the relevant party to the other party or such other address or facsimile transmission number as may be given for the purposes of this Agreement by written notice to the other party.

20.2 Any such notice will be deemed to have been received:

20.2.1 if delivered personally, at the time of delivery;

20.2.2 subject to Clause 20.3, if sent by pre-paid first class recorded delivery post or by first class post with a certificate of posting, two Business Days from the date of posting;

20.2.3 [if sent by registered airmail, at 09.00 (local time in the place to which the notice is sent) on the fifth Business Day after the date of posting;]

20.2.4 if given by fax, at the time transmission has been confirmed by an activity report or journal from the sender's fax machine showing the fax number of the recipient, the time of transmission and the number of pages successfully transmitted.

20.3 Notwithstanding the provisions of Clause 20.2.2, if the party sending the notice, consent or confirmation can prove that it was received earlier than the time for deemed receipt set by Clause 20.2.2 (such proof being the signature by or on behalf of the intended recipient of the communication in question) then the communication in question will be deemed to have been received at the time of delivery.

21 Entire agreement

This Agreement constitutes the entire and only legally binding agreement between the parties relating to the Engagement and supersedes any previous understandings, arrangements, representations, negotiations or agreements between the parties[and neither party has made any statement, representation or warranty concerning the subject matter of this Agreement and neither party has any liability arising from reliance on any information supplied by one party to the other except where it is contained in this Agreement], provided that nothing in this Clause 21 will have effect to exclude the liability of either party for fraud or fraudulent misrepresentation. No variation to or waiver of a term of this Agreement will be effective unless made in writing signed by or on behalf of the parties and expressed to be such a variation.

22 Remedies

Any remedy or right conferred upon the[Company OR the parties] for breach of this Agreement will be in addition to and without prejudice to all other rights and remedies available to [it OR the parties]. No failure or delay by the [Company OR parties] in exercising any remedy, right, power or privilege under or in relation to this Agreement will operate as a waiver of that or any other right, power, remedy or privilege of the Company[or you], nor will any single or partial exercise of any right, power, remedy or privilege preclude any other or further exercise of that or any other right, power, remedy or privilege.

23 [Legal expenses

Each party to this Agreement will be responsible for their own legal and other costs and expenses in connection with the negotiation, preparation, execution and implementation of this Agreement.]

24 Severance

If any provision of this Agreement is declared to be illegal, invalid, void or unenforceable by any judicial or administrative authority in any jurisdiction in which this Agreement is effective, the legality, validity or enforceability of the remaining provisions will not in any way be affected or impaired by such a declaration. Any such illegal, invalid, void or unenforceable provision will be deemed to be severable and the parties will each use their reasonable endeavours in good faith to modify this Agreement so that the intent of this Agreement can be legally carried out.

25 Third party rights

25.1 The Contracts (Rights of Third Parties) Act 1999 will not apply to this Agreement and no person other than you and the Company will have any rights under it [other than in respect of Clauses [3 (Provision of services), 5 (Outside interests and protection of business interests), 8.3 and 8.4.2 (Tax and national insurance indemnity), 9.2 (Indemnity for employment claims), 10.1 (Liability and insurance), 10.4 (Indemnification and insurance), 10.6 (General indemnity), 11 (No copying of information), 13.3 (Processing of personal data), 16 (Statements), 18.1 (Return of property) and 18.2 (Deletion of information)] which will be enforceable by any Group Company against you]. For the avoidance of doubt the terms of this Agreement may be varied, amended or modified (whether in whole or in part) or this Agreement may be suspended, cancelled, terminated by agreement in writing between you and the Company or this Agreement may be rescinded in each case without the consent of any Third Party.

25.2 For the purposes of this Clause a Third Party means any person who is not a party to this Agreement.

26 Applicable law and jurisdiction

The validity, construction and performance of this Agreement and any claim, dispute or matter arising under or in connection with it or its enforceability will be governed by and construed in accordance with the law of England. Each party irrevocably submits to the jurisdiction of the courts of England over any claim, dispute or matter arising under or in connection with this Agreement or its enforceability or the legal relationships established by this Agreement.

THE SCHEDULE

[Insert details of:]

- [the goods, services or advice to be provided by you to the Company and whether any of the Services are to be provided to Group Companies;]
- [[the location[s] where the Services are to be performed and any travel required;]]
- [any milestones for completion of particular projects; and]
- [[the reporting procedure (If details are included here, you may not need to include Clause 15.4)]]

[Set out detail of instalments for payment of the Fee, if applicable—see Clause 6.2]

EXECUTED by the parties on the date above

SIGNED AS A DEED

by [COMPANY NAME] acting

by [name of director], a director

[.....] (Signature)

and [name of director or secretary], [a director OR its secretary]

Director

[.....] (Signature)

[Director OR Secretary]

[OR IF PERMITTED BY COMPANY'S ARTICLES AND/OR INTERNAL CONTROL PROCEDURES:]

[SIGNED AS A DEED]

[by [COMPANY NAME] acting]

[by [name of director], a director,]

[.....] (Signature)]

[in the presence of this witness:]

[Director]

[.....] (Name)]

[.....] (Address)]

[.....]

[.....]

[(Signature of witness)]

SIGNED AS A DEED

by [*Name of individual*]

[.....] (Signature)

in the presence of this witness:

[.....] (Name)

[.....] (Address)

[.....]

[.....]

(Signature of witness)