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SELF-EMPLOYED CONSUMER (SINGLE) - CLIENT VERSION

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<b>“Facilities”</b>	means the facilities included in the Schedule and referred to in Sub-Clause 1.1.1;
<b>“Fees”</b>	means the fees payable by Company to Consultant in respect of the Services, in accordance with the Schedule;
<b>[“Group”</b>	means the Holding Company, that company together with its subsidiaries;
	a) the Company; and
	b) any subsidiary of that Holding Company;
	and shall have the same meaning;]
<b>[“Holding Company”</b>	has the same meaning as the expression by Section 1159 of the Companies Act 2006;
<b>“Intellectual Property”</b>	means any patent, trademark or unregistered trade mark or design right, registered design or copyright, or any of the foregoing, any right in confidential information and any other intellectual property;
<b>“Locations”</b>	means the locations specified in the Schedule hereto;
<b>“Scheduled Services”</b>	means the Services by the Consultant to the Company specified in the Schedule hereto;
<b>“Services”</b>	means the Services and/or such other services as the Company may reasonably request [in writing] of the Consultant;
<b>“Source Code”</b>	means the source code of computer software programs in human-readable form;
<b>[“Subsidiary”</b>	has the same meaning as the expression by Section 1159 of the Companies Act 2006 and
<b>"Working Day"</b>	means any day other than a Sunday or public holiday, or a day on which the Consultant has advised the Company that he/she will not be working for a period of not less than <<7>> hours or such other period as may be agreed, excluding meal or other breaks;
1.2 Unless the context otherwise requires, the following definitions shall apply to the reference in this Agreement to:	
1.2.1 "writing", and any reference to communication in writing	shall include a reference to any communication in writing by electronic means;
1.2.2 a statute or a provision as amended	shall be a reference to that statute or provision as amended at the relevant time;
1.2.3 "this Agreement" or "the Agreement"	shall mean this Agreement or any other agreement or document referred to in this Agreement or such other agreement or document as may be amended, modified or novated from time to time as may be agreed;
1.2.4 Clauses and Schedules of and Sub-Clauses and Paragraphs are,	

to Sub-Clauses or Paragraphs of reference appears.

- the parties to the Agreement which shall be joint and several;  
as a reference to their respective successors in title and permitted  
any body corporate, unincorporated legal entity;  
include the plural and vice versa;  
any other gender.

- nience only and shall not affect its

Terminate the Services with effect from Termination Date>> or until this clause 13 below.

- followed by the mutual agreement of

Services shall be as specified in the  
essence. If no time for provision of  
they are Scheduled Services), the  
in a reasonable time.

- within any time limits specified in the Services, the Company shall, within a reasonable time, the Company shall, to any other remedy it may have available to it.
- the Services in which case the Company shall be liable to the Client for any and all damages, including any reasonable losses, damages, and costs incurred by the Company, as a result of the Company's own negligence or the negligence of its employees, agents, or subcontractors.
- in any other contract or agreement between the Client and the Company.

ant shall, subject to Clauses 5 and

- the business of the Company as the  
advice or information regarding any  
may require;



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Services shall  
notified by it,  
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reement to provide the Scheduled  
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cheduled Services shall be deemed

5.1.5 where the ad  
Services othe  
the above p  
references:

be sought in connection with any  
es ("the non-scheduled services"),  
clause 5.1 shall apply as if the

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nt were instead references to any  
a time to time for any such non-

5.1.5.2 to Sch  
sched

instead references to those non-

5.2 The Company shall p  
advisers or other exp  
Clause 5.

nd expenses of such professional  
by the Consultant pursuant to this

5.3 Nothing in this Claus  
Clause 6.

include an Assistant as defined in

## 6 Use of Assistants

6.1 In this Agreement, "A  
employed by the Co  
Consultant (being eit  
the Schedule, and/o  
suitable skill and exp  
experts referred to in

self-employed] persons [or persons  
engaged on the Services by the  
es, if any, is/are set out in Part J of  
either case being persons with  
ch professional advisers or other

6.2 The Consultant in its  
substitute any Assista  
Services or may enga  
chosen by the Consu  
the Services.

ne or more occasions may  
ther Assistants engaged on the  
ants, provided that any Assistants  
skills and experience to perform

6.3 Where the Consultan  
the Consultant's oblig  
the Assistant complie  
that purpose.

to fulfil or assist in fulfilling any of  
ne Consultant shall ensure that  
Assistant were the Consultant for

6.4 The Consultant shall  
changes or additions  
such proposed chang  
However, the Consul  
where the provision o  
incapacity or for any  
Company's represent  
necessary to provide

avours to avoid or minimise such  
Company beforehand about any  
ons carrying out the Services.  
provide such substitutes or additions  
delayed by absence due to  
ation by the Company (or the  
acceptable or where it is otherwise  
tion.

6.5 The Company shall

6.5.1 only be entitle  
opinion they a

y Assistants if in its reasonable  
ck of skills, or experience; and

6.5.2 not in any circ

yment to any Assistants.

## 7 Tax and NI

The Consultant undertakes t

l:

- 7.1 pay all tax and National Insurance contributions and make appropriate PAYE deductions in relation to the Services provided by the Company pursuant to this Agreement and the relevant legislation; and
- 7.2 indemnify the Company in respect of any claims that may be made by the relevant authorities against the Consultant in respect of tax, National Insurance, PAYE or similar contributions in relation to the Services, together with any interest, penalties and costs.

## 8 Insurance

The Consultant undertakes to:

- 8.1. take out and maintain appropriate public liability/ public liability/ appropriate>> insurance with a reputation for reliability, providing a minimum cover of £<<Insert Amount>> in respect of the Company in advance; and
- 8.2 supply the Company with copies of certificates of insurance for the duration of the Agreement.

## 9 Fees and Expenses

- 9.1 During the period of the Agreement, the Company shall pay to the Consultant:
- 9.1.1 the Fees as set out in the Schedule. The Fees are exclusive of any VAT chargeable on the Fees shall be payable together with the Fees. The Fees shall be payable to the Consultant, together with any VAT chargeable thereon, as agreed by the Consultant, and if any VAT is so added to the Fees, the Consultant shall provide a valid VAT invoice; and
- 9.1.2 such additional amounts as may from time to time be agreed between the Consultant and the Company, having regard to any services rendered by the Consultant in addition to the Scheduled Services. The additional amounts shall fall due within a reasonable time to be agreed by the Consultant and the Company from time to time, and shall be payable to the Consultant by "VAT". Any VAT chargeable on those amounts and payable together with those amounts shall be invoiced by the Consulting Company, together with those amounts, as agreed by the parties, and if any VAT is so added to those amounts, the invoice for it must be accompanied by a valid VAT invoice; and
- 9.2 The Company shall reimburse the Consultant for all travelling [, hotel] [and other] out of pocket expenses incurred in the performance of its obligations hereunder. For the purpose of travelling between his normal place of residence and the place of the Services, the Consultant shall submit to the Company receipts or other evidence of actual payment of such expenses incurred. The Company may reasonably require, for any such expenses incurred, receipts or other evidence of actual payment of such expenses incurred within a reasonable time after they are incurred but no later than <<Insert number of days, e.g. 30>> days after it is incurred in respect of any expense shall be <<Insert number of days, e.g. 14>> days after the Company.
- 9.3 [If the Consultant is not a company, the Company shall pay to the Consultant mileage allowances in respect of any journey in the course of providing the Services, at the Company's standard rate from time to time.]

## 10 Late Payment

If the Company fails to make payment by the date it falls due, without prejudice to any remedy available to the Consultant, the Consultant shall

10.1 terminate this Agreement if the Company fails to make payment within 10 Working Days after receiving written notice of payment due and redemptions made within 10 Working Days;

10.2 appropriate any payment for services supplied under the Agreement (or any part thereof) as the Consultant may determine by the apportionment by the Consultant;

10.3 charge the Company with interest on the amount unpaid, at the rate of <<Insert Bank Name>> base rate from time to time <<week/month>> being the period for calculating such interest.

## 11 Access to Company Premises

11.1 The Company shall grant the Consultant such access to the Company's premises as is reasonable for the Consultant to perform the Services provided that the Company shall only be during its normal business hours and provided the Consultant obtains all necessary Permits or Permissions (as specified in the Agreement).

11.2 The Consultant shall comply with the Company's Safety and Security Requirements (as specified in the Agreement) and regulations for the premises concerned.

11.3 The Company shall provide the Consultant free of charge the Facilities as set out in the Agreement.

## 12 Intellectual Property

### <sup>1</sup>EITHER

[12.1 The parties agree that all Intellectual Property produced by or on behalf of the Consultant in connection with or relating to this Agreement shall vest in the Consultant.

12.2 The Company shall assist the Consultant to take all such steps and execute all such assignments as the Consultant may reasonably require to ensure that all Intellectual Property vests in and remains the property of the Consultant for the protection of the Consultant's rights in the Intellectual Property.

### <sup>2</sup>OR

[12.1 The parties agree that all Intellectual Property produced by or on behalf of the Consultant in connection with or relating to this Agreement shall vest in the Company.

<sup>1</sup> The second alternative set of wordings favours the Consultant, but if more appropriate in any case refer this, but if more appropriate in any case refer the first alternative set of wordings.

<sup>2</sup> See footnote 1



- 12.2 The Consultant shall execute all such assignments reasonably require to be referred to in Sub-Clause 12.1 for registration or protection.
- 12.3 The Consultant warrants for the Consultant Company in Intellectual Property.
- 12.4 The Consultant hereby identified as the author of the work produced pursuant to this Agreement under Section 17 of the Copyright, Designs and Patents Act 1988. The Consultant shall not acquire any

### 13 Termination

- 13.1 Either party may terminate this Agreement at any time by giving the other party written notice to the Company not less than <<30>> days.
- 13.2 The Company may terminate this Agreement with immediate effect by giving written notice to the Consultant if the Consultant:
- 13.2.1 commits any breach of the Agreement which is capable of being remedied by receiving written notice from the Company and the same to be remedied within <<21>> days;
  - 13.2.2 becomes permanently incapable of providing the Services;
  - 13.2.3 becomes incapable of administering the Services, or a receiver or any other person is appointed on his behalf, or otherwise becomes permanently incapable of providing the Services;
  - 13.2.4 becomes bankrupt, or a trustee in bankruptcy is appointed, or a similar action is taken against him under the law of any jurisdiction;
  - 13.2.5 does anything which would seriously prejudice the business of the Company.
- 13.3 The Consultant may terminate this Agreement with immediate effect by giving written notice to the Company if the Consultant:
- 13.3.1 commits any breach of the Agreement which is capable of being remedied by receiving written notice from the Consultant and the same to be remedied within <<21>> days;
  - 13.3.2 goes into liquidation, or a receiver is appointed over all or substantially all of its assets or takes or suffers any similar action as a result of which the business of the Consultant is seriously prejudiced.
- 13.4 For the purposes of this Clause 13, a breach shall be considered capable of being remedied if the Consultant can comply with the provision in question within <<21>> days of the breach occurring.
- 13.5 The right to terminate this Agreement shall not prejudice any other rights or remedies available to either party in respect of the breach.

Company, take all such steps and execute all such assignments as the Company may reasonably require to be referred to in Sub-Clause 12.1 for registration or protection in that Intellectual Property.

It is acknowledged that any Documents produced by or for the Consultant under this Agreement will not infringe rights in Intellectual Property.

The Consultant hereby identified as the author of the work produced pursuant to this Agreement under Section 17 of the Copyright, Designs and Patents Act 1988. The Consultant shall not acquire any rights he may have to be the author of any copyright work.]

Either party may terminate this Agreement at any time by giving the other party written notice to the Company not less than <<30>> days.

The Company may terminate this Agreement with immediate effect by giving written notice to the Consultant if the Consultant:

13.2.1 commits any breach of the Agreement which is capable of being remedied by receiving written notice from the Company and the same to be remedied within <<21>> days;

13.2.2 becomes permanently incapable of providing the Services;

13.2.3 becomes incapable of administering the Services, or a receiver or any other person is appointed on his behalf, or otherwise becomes permanently incapable of providing the Services;

13.2.4 becomes bankrupt, or a trustee in bankruptcy is appointed, or a similar action is taken against him under the law of any jurisdiction;

13.2.5 does anything which would seriously prejudice the business of the Company.

13.3 The Consultant may terminate this Agreement with immediate effect by giving written notice to the Company if the Consultant:

13.3.1 commits any breach of the Agreement which is capable of being remedied by receiving written notice from the Consultant and the same to be remedied within <<21>> days;

13.3.2 goes into liquidation, or a receiver is appointed over all or substantially all of its assets or takes or suffers any similar action as a result of which the business of the Consultant is seriously prejudiced.

For the purposes of this Clause 13, a breach shall be considered capable of being remedied if the Consultant can comply with the provision in question within <<21>> days of the breach occurring.

The right to terminate this Agreement shall not prejudice any other rights or remedies available to either party in respect of the breach.

concerned or any other party

## 14 Effects of Termination

Upon the termination of this Agreement:

- 14.1 any sum owing by the Consultant under any provisions of this Agreement shall become due and payable immediately;
- 14.2 the Consultant shall pay to the Company a proportionate share of the Fee amounts prescribed in the Fee Schedule on an apportionment basis for the period falling in the period of termination. In accordance with Clause 13.5, it shall be the Consultant's obligation to pay of the Schedule or a proportionate share of such termination;
- 14.3 each party shall forthwith return to the other party all Confidential Information in its possession or control, and shall destroy or cause to be destroyed all Confidential Information it contains, record or copy of such Confidential Information;
- 14.4 any provision of this Agreement shall continue in force after termination shall continue in force after termination;
- 14.5 except in respect of the obligations of the Consultant, the Consultant shall be under any further obligation to the other party.

## 15 Confidentiality

- 15.1 Each party to the Agreement shall use its best endeavours to keep confidential, and take reasonable steps to ensure that its employees and agents (including, in the case of the Consultant, its Assistants) shall keep confidential, and shall not disclose or permit to be disclosed to any person, any Confidential Information of the other party's Confidential Information, except with the written consent of that other party or in accordance with the provisions of this Agreement.
- 15.1 The obligations of confidentiality contained in Sub-clause 15.1 shall continue without limitation after the termination of the Agreement, and shall continue to apply to any information coming into the public domain or disclosed to any third party by breach by any party of its obligations contained in Sub-clause 15.1 shall not prevent the Consultant from disclosing any such information in connection with legal proceedings arising out of or in connection with the Agreement.

## 16 Force Majeure

- 16.1 Neither party to this Agreement shall be liable for any failure or delay in performing their obligations under this Agreement if such failure or delay results from any cause beyond the reasonable control of the party ("Force Majeure"). Such causes include, but are not limited to, war, strikes, riots, civil unrest, failure, internet service provider, storms, earthquakes, acts of terrorism, acts of war, acts of God, pandemic, governmental action or any other similar or different cause that is beyond the control of the party in question.
- 16.2 If the Consultant is unable to perform its obligations due to it being affected by Force Majeure, it shall immediately give notice to the Company of the nature and extent of the Force Majeure cause and of the steps it does or might take to mitigate the effects of the Force Majeure.

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er under any provisions of this Agreement;

nt proportion>>] of the total of all the Fee amounts prescribed in the Fee Schedule [calculated on a time apportionment basis for the period falling in the period of termination] OR [payable on the dates of termination but, notwithstanding Sub-clause 14.2, notwithstanding Sub-clause 14.3, the amount prescribed by Part C of the Fee Schedule or a proportionate share of such termination whatsoever in respect of such termination];

either directly or indirectly, any Confidential Information shall forthwith destroy, delete or cause to be destroyed all Confidential Information it contains, record or copy of such Confidential Information of the other party;

pressed to continue in force after termination; and

party shall be under any further obligation to the other party.

use its best endeavours to keep confidential, and take reasonable steps to ensure that its employees and agents (including, in the case of the Consultant, its Assistants) shall keep confidential, and shall not disclose or permit to be disclosed to any person, any Confidential Information of the other party's Confidential Information, except with the written consent of that other party or in accordance with the provisions of this Agreement.

contained in Sub-clause 15.1 shall continue without limitation after the termination of the Agreement, and shall continue to apply to any information coming into the public domain or disclosed to any third party by breach by any party of its obligations contained in Sub-clause 15.1 shall not prevent the Consultant from disclosing any such information in connection with legal proceedings arising out of or in connection with the Agreement.

for any failure or delay in performing their obligations under this Agreement if such failure or delay results from any cause beyond the reasonable control of the party ("Force Majeure"). Such causes include, but are not limited to, war, strikes, riots, civil unrest, failure, internet service provider, storms, earthquakes, acts of terrorism, acts of God, pandemic, governmental action or any other similar or different cause that is beyond the control of the party in question.

it will be unable to fulfil its obligations due to it being affected by Force Majeure, it shall immediately give notice to the Company of the nature and extent of the Force Majeure cause and of the steps it does or might take to mitigate the effects of the Force Majeure.

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the Consultant shall  
be, resume full perfor

in its power to, as the case may  
performance.

16.3 In the event that either  
hereunder as a result  
period>>, the other p  
written notice at the e  
parties shall agree up  
up to the date of term  
contractual commitm  
Agreement.

it cannot perform their obligations  
continuous period of <<insert  
terminate this Agreement by  
event of such termination, the  
e payment for all work completed  
shall take into account any prior  
nce on the performance of this

## 17 No Waiver

No failure or delay by either  
shall be deemed to be a waiver  
of any provision of this Agree  
breach of the same or any o

its rights under this Agreement  
waiver by either party of a breach  
to be a waiver of any subsequent

## 18 Severance

If any provision of this Agree  
be invalid or unenforceable i  
valid as to its other provision

t or other competent authority to  
agreement shall continue to be  
the affected provision.

## 19 Entire Agreement

19.1 [Subject to the provis  
entire agreement bet  
agreements and und

OR [This] Agreement contains the  
persedes and replaces all previous  
parties.

19.2 Each party acknowle  
on any representatio  
except as expressly p

to this Agreement, it is not relying  
ctual statement or other provision  
nt.

19.3 Without limiting the  
remedy in respect o  
have relied in enteri  
breach of contract.  
liability for any fraudu

ing, neither party shall have any  
made to him upon which he may  
and a party's only remedy is for  
s Agreement purports to exclude

## 20 Non – Assignment

20.1 Subject to the provis  
is personal to the p  
(otherwise than by f

2 and] Clause 24, this Agreement  
y may assign, mortgage, charge  
ense any of its rights hereunder.

20.2 [The Company shall  
it and to exercise a  
other Member of its  
Member shall, for all  
or omission of the Co

y of the obligations undertaken by  
nder this Agreement through any  
any act or omission of that other  
reement, be deemed to be the act

## 21 Third Party Liability

For the purposes of the Con  
notwithstanding any other pr  
to, and does not, give any pe  
provisions.

rties) Act 1999 and  
t, this Agreement is not intended  
o it any right to enforce any of its

## 22 Notices and Service

22.1 All notices to be give

by either party to the other shall be

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in writing and shall be delivered by first class prepaid post or by email and

electronically or sent by first class prepaid post or by email and

22.1.1 in the case of

electronically, at the time of delivery;

22.1.2 in the case of  
after the date

by first class prepaid post, 2 business days

22.1.3 in the case  
generated.

document and a return email receipt is

22.2 All notices given under  
case of the Company  
Consultant, to its [address]  
other address as may be  
from time to time].

For 22.1.2 shall be delivered in the  
principal office] or in the case of the  
residential address] [or to such  
party by the other party in writing

22.3 All notices given under

shall be addressed to

**EITHER**

[the following email address  
Consultant: <<insert email address>>  
Company: <<insert email address>>  
or if the addressee is not known  
address for the purpose of this clause  
address so notified to the other party]

the other party of some other email  
address, then instead to the latest email

**OR**

[the following email address  
Consultant : <<insert email address>>  
Company: <<insert email address>>

**OR**

[the most recent email address

the other party.]

**23 [Data Protection]**

The Service Provider will only use the personal information  
Service Provider's <<insert location(s)>>.]

personal information as set out in the  
<<insert location(s)>> available from

**24 [Data Processing]**

24.1 In this Clause 24 and  
controller", "data processor", "data breach" shall have the  
meaning defined in A

"personal data", "data subject", "data  
breach" shall have the

24.2 [All personal data to be processed  
subject to this Agreement shall be processed in accordance with the terms of a  
Data Processing Agreement between the Parties shall enter before any

Consultant on behalf of the Company,  
in accordance with the terms of a  
Parties shall enter before any

**OR**

24.2 [Both Parties shall comply with the data protection requirements set  
out in the Data Protection Act 1998 and any other provisions of this Agreement  
in the Data Protection Act 1998 and any other provisions of this Agreement  
obligations.

data protection requirements set  
out in this Clause 24 nor any other  
Party of any obligations set out  
in this Clause 24 nor any other  
Party of any obligations set out  
not remove or replace any of those

- 24.3 For the purposes of this Agreement, the Company is the "Data Controller".
- 24.4 The type(s) of personal data and the duration of the processing of such data are set out in Part F of the Schedule to this Agreement.
- 24.5 The Data Controller shall place all necessary consents and notices required to the transfer of personal data to the Data Processor for the purposes set out in Part F of the Schedule to this Agreement.
- 24.6 The Data Processor shall only process personal data processed by it in accordance with the instructions under this Agreement:
- 24.6.1 Process the personal data in accordance with the written instructions of the Data Controller unless it is otherwise required to process such personal data; the Data Processor shall promptly notify the Data Controller if it is unable to do so unless prohibited from doing so by law;
- 24.6.2 Ensure that appropriate technical and organisational measures (as determined by the Data Controller) to protect the personal data from unauthorized access, disclosure, loss or destruction, taking into account the potential harm resulting from such processing, taking into account the current state of the art in technology; Measures to be implemented between the Data Controller and the Data Processor shall be set out in Part F of the Schedule to the Agreement;
- 24.6.3 Ensure that appropriate measures are in place to protect the personal data (whether by law or contractually obliged to keep confidential) from unauthorized access to the personal data (whether by law or contractually obliged to keep confidential);
- 24.6.4 Not transfer a personal data to any third party without the prior written consent of the Data Controller, unless the following conditions are satisfied:
- 24.6.4.1 The transfer is necessary for the Data Processor has/have been instructed to do so for the transfer of personal data;
- 24.6.4.2 Affected third party has enforceable rights and effective legal remedies available to it;
- 24.6.4.3 The transfer is necessary for the Data Processor to comply with its obligations under the Agreement, providing an adequate level of protection for the personal data so transferred; and
- 24.6.4.4 The transfer is necessary for the Data Processor to comply with all reasonable instructions given by the Data Controller with respect to the processing of the personal data.
- 24.6.5 Assist the Data Controller, at the Data Controller's cost, in responding to any and all requests and in ensuring its compliance with the Data Controller with respect to security, breach notifications, and consultations with supervisory authorities or regulatory authorities, but not limited to, the Information Commissioner's Office.

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24.6.6 Notify the Data Controller of the breach; undue delay of a personal data breach;

24.6.7 On the Data Controller's instruction, delete (or otherwise dispose of) or return a copy of the personal data and all copies thereof to the Data Controller on request, unless it is required to retain any of the personal data for legal reasons;

24.6.8 Maintain complete and accurate records of all processing activities and implement technical and organisational measures implemented necessary to ensure compliance with Clause 24 and to allow for audits by the Data Controller or by an independent auditor designated by the Data Controller.

24.7 [The Data Processor shall be fully responsible for compliance with its obligations with respect to the processing of personal data under Clause 24.]

OR

24.7 [The Data Processor shall not subcontract any of its obligations to a subcontractor with respect to the processing of personal data under this Clause without the prior written consent of the Data Controller (such consent not to be unreasonably withheld). If the Data Processor appoints a subcontractor, the Data Processor shall ensure that the subcontractor, which shall be subject to the same obligations as are imposed on the Data Processor under Clause 24 and which shall permit both the Data Controller and the Data Processor to enforce those obligations;

24.7.1 Enter into a subcontract with the subcontractor, which shall impose upon the subcontractor the same obligations as are imposed upon the Data Processor under Clause 24 and which shall permit both the Data Controller and the Data Processor to enforce those obligations; and

24.7.2 Ensure that the subcontractor complies fully with its obligations under Clause 24 and applicable Data Protection Legislation.]

24.8 Either Party may, at any time, terminate this Agreement by giving the other Party <<insert period, e.g. 30 calendar days'>> notice, after which time the other Party shall be deemed to have accepted the termination of this Agreement, replacing the existing terms and conditions of this Agreement with any applicable standard terms of an applicable certification scheme or similar terms that form part of an applicable certification scheme. The terms shall apply when replaced by the applicable terms of the applicable certification scheme.

## 25 Status of Consultant and Assistant

25.1 The Consultant warrants that it is an independent contractor and not an employee, agent or partner of the Company that it shall at all times be an independent contractor.

25.2 Nothing in this Agreement shall constitute the Consultant or any Assistant/s an employee, agent or partner of the Company and the Consultant and any Assistant/s shall not be entitled to any such status.

## 26 Nature of Engagement etc

26.1 The Consultant's Services and those of any Assistant/s engaged by the Consultant shall be exclusively for the Company and shall be under the exclusive control of the Company. The Company shall not be responsible for the actions of the Consultant or any Assistant/s in the performance of the Services and the Company shall have no right to do so.

26.2 Subject to the provisions of Clause 26.1, the Consultant shall at all times be exclusively responsible for the performance of the Services, including where, when, how, and in what order the Services are performed by it and any Assistant/s but the Company shall be responsible for the provision of the Services and the Company's requirements for the Services.

26.3 The Consultant is not to be engaged for the performance of its obligations under the Agreement, appointment of the Consultant shall not create any mutual obligation for the Consultant to offer or accept any further appointment or services. No continuing relationship shall hereafter be created.

## 27 <sup>3</sup>Restrictions on Consultant

27.1 The engagement under this Clause 27 shall be mutually non-exclusive that is to say that, subject to Sub-Clause 27.2, the Consultant shall at any time during the term of the Agreement:

27.1.1 the Consultant shall not provide to any other clients of the Company the same or similar to the Services; and

27.1.2 the Company shall not engage any other contractors or consultants to provide it with the same or similar to the Services.

27.2 The Consultant undertakes that, without the prior written consent of the Company, he shall not:

27.2.1 [provide any other undertaking whose trade, business, products or services are of a nature which directly compete with those of the Company in the area in which the Company trades, in which Company supplies its products or services in Wales, United Kingdom or relevant part/s within Europe];

27.2.2 [either directly or in conjunction with or on behalf of any other company, be engaged, concerned or interested in Relevant Services to, any other undertaking within <<Insert distance>> miles from <<Insert location of Company's operations>> in which Company's operations are substantiated by the Company as that or those of the Company; or]

27.2.3 [either, on his own account or in conjunction with or on behalf of any other person, company or employee, solicit or entice away from the Company any employee or staff of the Company];

27.3 [The Consultant undertakes that, without the prior written consent of the Company, he shall not, within <<Insert period>> months following the termination of this Agreement:

27.3.1 [provide any other undertaking whose trade, business, products or services are of a nature which directly compete with those of the Company in the area in which the Company trades, in which Company supplies its products or services in Wales, United Kingdom or relevant part/s within Europe];

27.3.2 [either directly or in conjunction with or on behalf of any other company, be engaged, concerned or interested in Relevant Services to, any other undertaking within <<Insert distance>> miles from <<Insert location of Company's operations>> in which Company's operations are substantiated by the Company as that or those of the Company; or]

<sup>3</sup> Before finalizing this Agreement, the Company should seek legal advice about this Clause 27 in relation to all of the circumstances because what is legally required will depend on all of those circumstances. This Clause 27 contains a "menu" of optional sub-clauses: the Company should seek legal advice to determine which of them it requires, and it should then seek to include in this Clause.

undertaking v  
Company's o  
are substanti  
or]

27.3.3 [either, on his  
other person,  
any employee

27.4 "Relevant Services" f  
services which are of

27.5 The provisions of this  
in their own interes  
protection of the good

## 28. Liability of Company for In

The Company accepts no li  
that it provides or makes av  
unless caused by the wilful  
confirms to the Company tha  
making its own independent

## 29 Agreement in Counterparts

This Agreement may be exe  
force once each party has ex  
exchanged the same with th

## 30 Set Off

Either party may set off any  
any obligation owed by it to t

## 31 Arbitration

31.1 All disputes, differen  
rights or obligations o  
shall be referred to a  
parties or, failing a  
appointed at the req  
The Law Society o  
representations mad  
arbitrator. The arbit  
accordance with the  
such Act for the time

31.2 The parties agree to  
courts concerning an

## 32 Applicable Law and Jurisd

32.1 This Agreement sha  
laws of England and

32.2 The parties agree to  
courts of England an

**IN WITNESS WHEREOF** this Agree  
written

<> miles from <<Insert location of  
e, business, products or services  
as that or those of the Company;

in conjunction with or on behalf of any  
or entice away from the Company

any advice, consultancy or other  
type as any of the Services.

ed by the parties to be reasonable  
interest as are necessary for the  
formation of the Company.

y inaccuracies in any information  
t in connection with the Services,  
e of the Company. The Consultant  
continue to be solely responsible for  
y of all such information.

interparts and shall come into  
art in identical form and

o it from the other party against  
s Agreement.

out of this Agreement or as to the  
in connection with its construction  
bitrator to be agreed between the  
Days>> by an arbitrator to be  
the President for the time being of  
>> having due regard to any  
appropriate qualifications of such  
in <<London>> and shall be in  
ny re-enactment or modification of

plication or appeal to the English  
in the course of the arbitration.

construed in accordance with the

[non-exclusive] jurisdiction of the

cuted the day and year first before



SIGNED by

<<Insert name of person signing for  
for and on behalf of <<Insert Comp

In the presence of

<<Name & Address of Witness>>

SIGNED by

<<Insert Consultant's name>>

In the presence of

<<Name & Address of Witness>>

<<Insert description of the Services

#### B. Time For Completion of Scheduled Services

<<Insert time in which each of the Services should be completed>>

Scheduled Service		Date that Fees fall due
<<Insert Scheduled Service>>	<<Insert Scheduled Service>>	<<Insert due date for payment>>
<<Insert Scheduled Service>>	<<Insert Scheduled Service>>	<<Insert due date for payment>>
<<Insert Scheduled Service>>	<<Insert Scheduled Service>>	<<Insert due date for payment>>

#### D. Invoices and Receipts from Consultants

Scheduled Service	Invoices and Receipts from Consultant Due
<<Insert Scheduled Service>>	<<Insert due date that invoice and receipt due to consultant>>
<<Insert Scheduled Service>>	<<Insert due date that invoice and receipt due to consultant>>
<<Insert Scheduled Service>>	<<Insert due date that invoice and receipt due to consultant>>

S

<<Insert list of services here>>

**F. Safekeeping of Data**

<<Insert list of Safekeeping measures here>>

A

<<Insert list of Access controls here>>

**H. Information Security**

<< Insert locations and premises at which the Services are performed the Services >>

[[I. ]

Pursuant to Clause 24.4, the following details of the processing of personal data, the scope, nature and purpose of the processing, and the measures to be taken to ensure the security of the processing:

<<Insert full details>>]

[Pursuant to Clause 24.6.2, the following details of the technical and organisational measures to be taken to ensure the security of the processing:

<<Insert full details>>]]

[J

<<Insert list of Data subjects here>>]

P

L

E