

SHORT Consulting Services Agreement (S.C.S.A.) (S.C.S.A. CONSULTANT)

Date: <<Insert Date of Agreement>>

Parties:

- (1) <<Insert Company Name>> a company with company number <<Insert Company Number>> whose registered office address is <<Insert Company Address>> (<<Insert Company Name>> "Company")

AND

- (2) <<Insert Consultant's Name>> of <<Insert Consultant's Address>> (<<Insert Consultant's Name>> "Consultant")

1. Appointment of Consultant

The Company appoints the Consultant to provide such Consulting Services for the Company and the Consultant agrees to provide such Consulting Services upon the following terms and conditions.

2. Consulting Services

"Consulting Services" in this Agreement

- 2.1 <<Insert the Consulting Services to be carried out by the Consultant>>; and

- 2.2 such other type and amount of Consulting Services as the Company and the Consultant may agree from time to time in writing in accordance with the provisions of this Agreement.

3. Duration of the Agreement

This duration of this Agreement shall be <<Insert Duration of Agreement>> and shall continue until <<Insert Termination Date>> or until this Agreement is terminated in accordance with Clause 8.

4. Consultant's Obligations

For the duration of this Agreement the Consultant shall:

- 4.1 provide the Consulting Services in accordance with the terms of this Agreement;
- 4.2 make itself available to the Company at <<Insert minimum working hours>> working hours at <<Insert minimum working days per week>> minimum working days per week at such locations as the Company may require from time to time;
- 4.3 carry out (and ensure that the Consultant's employees carry out) the Consulting Services with reasonable care, skill and diligence;
- 4.4 provide the Consulting Services in accordance with the best practice in the industry;
- 4.5 whenever possible use its own equipment, materials and personnel to carry out the Consulting Services.

5. Fees

- 5.1 The Company shall pay the Consultant fees of <<Insert hourly fee>> for each hour that the Consultant spends in carrying out the Consulting Services. These fees are exclusive of any applicable VAT ("VAT"). Any VAT chargeable on the fees shall be payable together with the fees.
- 5.2 The fees for all hours spent by the Consultant in carrying out the Consulting Services in each calendar <<week/month>> (together with any applicable VAT) shall be payable on the <<day>> day of the following calendar <<month>> month. The invoice for those fees must be a valid VAT invoice.

- 5.3 If a valid and correct invoice is delivered by the Consultant to the Company within the period of <<week/month>> is delivered by the Consultant to the Company, the amount payable within 14 days after the date on which it is delivered.

6. Expenses

- 6.1 The Company shall reimburse the Consultant for all other out of pocket expenses wholly and reasonably incurred by it in the performance of the Services hereunder, other than its expenses of travelling between its normal place of business and the place at which the Consulting Services are to be performed, provided that on the date of the invoice the Consultant provides the Company with such vouchers or other evidence of actual payment as the Company may reasonably require.
- 6.2 Any expense properly claimable by the Consultant shall be invoiced on the first working day of the calendar <<week/month>> following the month in which that expense was incurred. A valid and correct invoice for any such expense shall be delivered within 14 days after the date on which it is delivered.

7. Late Payment

If the Company fails to make any payment due under Clauses 5 or 6 by the due date then, without prejudice to any other right or remedy available to the Consultant, the Consultant shall be entitled to:

- 7.1 terminate this Agreement if the Company has failed to make payment within <<5>> working days after receiving written notice from the Consultant giving full particulars of the amount due and required to be made within <<5>> working days; and
- 7.2 charge the Company interest (to be calculated after any judgement) from the due date on the amount due at the rate of two per cent per annum above the base rate of the Bank of England from time to time, until payment in full is made (a part of a <<week/month>> shall be treated as a full <<week/month>> for the purpose of calculation).

8. Termination

- 8.1 Without limitation either Party may terminate this Agreement with immediate effect by giving written notice to the other Party if that other Party:
- 8.1.1 commits any breach of the terms of Clause 7) and, after receiving written notice from the Consultant giving full particulars of the breach, fails to remedy the breach within that period;
- 8.1.2 is incompetent, incapable, insolvent, in persistent breach of the terms of the Consulting Services or in persistent neglect of the Consulting Services.
- 8.2 Either Party may terminate this Agreement at any time by giving the other Party not less than <<5>> working days' notice in writing and the Consultant shall be liable to pay the Consultant's fees at the rate set out in Sub-Clause 5.1 as follows:
- 8.2.1 Where the Party terminating the Agreement shall pay the fees only for the hours of Consulting Services expended by the Consultant up to the number of hours set out in the agreement between the Parties, or that number, or at least that number, of those particular Consulting Services;
- 8.2.2 Where the Consultant terminates the Agreement, the Consultant shall continue to carry out any Consulting Services to any previous agreement.

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8.3 Where this Agreement term
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9. ***Confidential Information***

9.1 Each Party shall at all time
procure that its employees
any time for any reason di
make use of or permit to be
Party's business methods,
provision of products or ser
attaches confidentiality or i
party.

9.2 Upon termination of this Ag
Party") shall deliver to the c
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purposes of this Agreement

10 **Tax Liabilities**

The Consultant undertakes to the C

10.1 pay all tax and National Ins
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10.2 indemnify the Company in
relevant authorities against
PAYE or similar contribu
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11 **Notice**

11.1 All notices to be given und
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date referred to in Clause
hours expended up to that
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Consulting Services. The
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case pursuant to or for the

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- 11.2 Notices shall be deemed to have been given to the Company by the Consultant in the following manner:
- 11.2.1 when delivered, in person, by the Consultant or other messenger (including by registered mail) to the Consultant at the last address of the recipient; or
 - 11.2.2 when sent, if transmitted by a reliable means of communication, a return receipt is generated; or
 - 11.2.3 on the fifth business day after the date of mailing, if mailed by national ordinary mail, post office registered mail or airmail.
- In each case notices shall be deemed to have been given to the Consultant at the most recent address or e-mail address notified to the Company.

12 Use of Assistant/s

- 12.1 In this Agreement, "Assistant" means a person [or person employed] person [or person employed] by the Consultant engaged on the Consulting Services by the Consultant, the terms of which, if any, is/are set out in Schedule 1 and/or any other person of suitable skill and experience).
- 12.2 The Consultant in its sole discretion may on one or more occasions may substitute any Assistant with another Assistant engaged on the Consulting Services or any Assistant chosen by the Consultant, provided that the Assistant has the requisite skills and experience to perform the Consulting Services.
- 12.3 The Consultant shall use its best efforts to avoid or minimise such changes or additions and shall inform the Company beforehand about any such proposed change to the Assistant carrying out the Consulting Services. However the Consultant shall not be obliged to provide such a substitute if the change or addition where the performance of the Consulting Services is unduly delayed by absence due to incapacity of the Assistant for a reasonable season upon notification by the Company (or the Consultant) that a delay is unacceptable or where it is otherwise necessary to make a substitute or addition.
- 12.4 The Company shall
- 12.4.1 only be entitled to require the Consultant to provide an Assistant if in its reasonable opinion they are of suitable skill, or experience; and
 - 12.4.2 not in any circumstances require the Consultant to provide an Assistant.

13 Status of Consultant and Assistant/s

- 13.1 The Consultant warrants to the Company that it shall at all times be an independent contractor and not an employed status.
- 13.2 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 hold themselves out as such.

14 Nature of Engagement

- 14.1 The Consultant's Consulting Services and working methods and those of any Assistant/s shall at all times be exclusively for the Company to determine, supervise, direct and control. The Company shall not supervise, direct or control the performance of the Consulting Services nor shall the Company have any right to interfere with the Consultant's performance of the Consulting Services.
- 14.2 Subject to the provisions of this Agreement, the Consultant shall at all times

be exclusively responsible for the performance of the Consulting Services when, how, and in what manner, and in the event of any Assistant/s but not the Company, to ensure that due account is taken of the Company's interests.

14.3 The engagement under this Agreement shall be mutually non-exclusive that is to say that at any time the Consultant can provide to other clients Consulting Services and the Company can engage another Consultant to provide it with services which are the same as or similar to the Consulting Services.

14.4 The Consultant is not to provide any other Consulting Services available except for the Consulting Services available under this Agreement. The engagement and the Agreement to provide Consulting Services does not constitute a further contract, engagement or relationship of any kind and shall not be created or implied.

15 Applicable Law and Jurisdiction

15.1 This Agreement shall be governed by the laws of England and Wales.

15.2 The Parties agree to submit to the jurisdiction of the courts of England and Wales.

[16. Data Protection and Confidentiality]

The provisions of Schedule 1 shall apply as if set out in the body of this Agreement]

Assistant(s): <<Insert full name of Consultant>>

1. [Data Protection]

The Consultant will only use personal information as set out in the Consultant's <<insert document reference>> available from <<insert location(s)>>.]

2. [Data Processing]

2.1 In this Schedule:

2.1.1 "personal data", "data subject", "data breach" shall have the meaning given by the UK GDPR; and

2.1.2 "Data Protection Legislation" shall mean the Data Protection Legislation in force from time to time in the United Kingdom applying to the United Kingdom and the United Kingdom GDPR (the retained EU law) ((EU) 2016/679), as it forms part of the law of the United Kingdom and Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 (and any amendments thereto); and the Privacy and Electronic Communications Regulations 2003.

2.2 [All personal data to be processed under this Agreement, shall be processed in accordance with the terms of a Data Processing Agreement into which the Parties shall enter.]

OR

2.2 [Both Parties shall comply with the Data Protection Legislation. Neither Party shall be responsible for the processing of personal data in accordance with the provisions of this Agreement shall

- relieve either Party of any obligation to remove or replace any of those
- 2.3 For the purposes of the Data Protection Act 1998, the Consultant is the "Data Processor" and the Controller is the Data Controller.
 - 2.4 The type(s) of personal data to be processed, the purpose(s) of the processing, and the duration of the processing shall be set out in this Schedule.
 - 2.5 The Data Controller shall ensure that the Consultant obtains all necessary consents and notices from the Data Subjects and provides the Data Processor for the purposes of the processing.
 - 2.6 The Data Processor shall, with respect to the performance of any of its obligations under this Schedule:
 - 2.6.1 Process the personal data in accordance with the instructions of the Data Controller unless the Data Processor is otherwise lawfully obliged to do so by law. The Data Processor shall promptly inform the Data Controller if it is unable to do so by law;
 - 2.6.2 Ensure that it has in place appropriate technical and organisational measures (as approved by the Data Controller) to protect the personal data against accidental loss, damage, destruction, disclosure, unauthorised or unlawful processing, and against any other form of misuse. Measures shall be proportionate to the risks to the rights and freedoms of the Data Subjects, taking account the current state of the art in technology and the cost of implementing measures. Measures to be taken shall be set out in the Annex to this Schedule.
 - 2.6.3 Ensure that any and all personal data processed are kept confidential and secure; and
 - 2.6.4 Not transfer any personal data to any third party without the prior written consent of the Data Controller and only if:
 - 2.6.4.1 The Data Controller has approved the transfer of personal data to the third party;
 - 2.6.4.2 Affected data subjects have been notified of the transfer of personal data to the third party;
 - 2.6.4.3 The Data Processor has taken appropriate technical and organisational measures to protect the personal data transferred; and
 - 2.6.4.4 The Data Processor has entered into a written agreement with the third party to ensure that the personal data is processed in accordance with the instructions given in advance by the Data Controller with respect to the personal data.
 - 2.6.5 Assist the Data Controller in responding to any and all requests from data subjects for access to, or correction of, the personal data, in compliance with the Data Protection Act 1998, including, but not limited to, the provision of copies of the personal data, and
 - 2.6.6 Notify the Data Controller of any personal data breach;
 - 2.6.7 On the Data Controller's request, delete or otherwise dispose of) or return all personal data and any and all copies of the personal data to the Data Controller on termination of this Agreement unless it is required by law to retain the personal data by law; and
 - 2.6.8 Maintain complete and accurate records of all processing activities and technical and organisational measures taken to demonstrate compliance with this Clause 2 and to allow for the audit of the Data Processor by the Data Controller.
 - 2.7 [The Data Processor shall ensure that the personal data is processed in accordance with its obligations with respect to the processing of personal data under the Data Protection Act 1998.]
 - 2.7 [The Data Processor shall ensure that the personal data is processed in accordance with its obligations with respect to the processing of personal data under the Data Protection Act 1998.]
 - 2.7.1 Enter into a written agreement with the Data Controller, which shall impose upon the Data Processor the same obligations as those imposed upon the Data Processor by this Clause 2 and which shall require the Data Processor to enforce those obligations

- 2.7.2 Ensure that the subcontractor complies with the Data Protection Legislation.
- 2.8 Either Party may, at any time, alter the data protection provisions, processing clauses or similar terms shall apply when replaced.

Pursuant to Clause 2.4 of the Schedule, the nature and purpose of the processing is: <<Insert full details>>]

[Pursuant to Clause 2.6.2 of the Schedule, the measures agreed:<<Insert full details>>]

IN WITNESS WHEREOF this Agreement has been made this _____ day of _____, 20____ year first before written

SIGNED by

<<Insert name of person signing>>

for and on behalf of <<Insert Corporation Name>>

In the presence of

<<Name & Address of Witness>>

SIGNED by

<<Insert Consultant's name>>

In the presence of

<<Name & Address of Witness>>

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its obligations under that agreement and

period, e.g. 30 calendar days'>> notice, replacing them with any applicable data protection applicable certification scheme. Such Agreement.]

the type(s) of personal data, the scope, nature and purpose of the processing:

are the technical and organisational measures implemented to ensure compliance with the Data Protection Legislation.