CONSULTANT (COMPA RKETING AGREEMENT

SAMPLE

THIS AGREEMENT is made the

BETWEEN:

(1) <<Name of Consultant>> a <<Country of Registration>> under number <<Company Regi se registered office is at <<insert Address>> ("the Consultan

(2) <<Name of Client>> **[**a c <Country of Registration>> under number <<Company Regi se registered office is at**] OR [**of**]** <<insert Address>> ("the C

WHEREAS:

(1) The Client owns and ope sert URL>> ("the Website"), and wishes to improve its p dia through the advertising and promotion of the Website.

(2) The Consultant is engag providing social media marketing services **[**<<insert a more d ired>>**]**.

(3) The Client hereby engages e Consultant hereby accepts such engagement to provide th ng Services as described herein, subject to and in accordanc nditions of this Agreement.

IT IS AGREED as follows:

1. **Definitions and Interpreta**

1.1 In this Agreement otherwise requires, the following expressions have th

"Business Day"	han Saturday or Sunday) on e open for their full range of sert location>>;
"Client Materials"	rials, including but not limited to hich the Client may provide to the provision of the Social Media
"Confidential Information"	her Party, information which is y the other Party pursuant to or in eement (whether orally or in dium, and whether or not the stated to be confidential or
"Consultant Staff"	se name is set out in Schedule 1 there, any person(s) with suitable ominated by the Consultant from

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“Data Protection Legislation gislation in force from time to time applicable to data protection and not limited to, the UK GDPR (the n of the General Data Protection 679), as it forms part of the law of cotland, and Northern Ireland by he European Union (Withdrawal) tection Act 2018 (and regulations nd the Privacy and Electronic ations 2003 as amended;

“Intellectual Property Rights” ights in any patents, trade marks, ered designs, applications (and of those rights), trade, business nternet domain names and e-mail d trade marks and service marks, ghts, know-how, rights in designs

es, consents, orders, statutes or a right in paragraph (a);

or similar effect or nature as or to and (b) which now or in the future

ast infringements of any of the

“Initial Fee” for the Initial Period of Social es provision in accordance with

“Per-Period Fee” for each Subsequent Period of Services provision in accordance

“Period” Period or a Subsequent Period, as .2;

“Required Information” cerning the Client’s <<insert brief ss, website, activities etc.>> ant in order to provide the Social es, as set out in Schedule 2;

“Required Materials” ing but not limited to <<insert y the Consultant in order to a Marketing Services, as set out

“Social Media Content” ent, including but not limited to , e.g. posts, tweets etc>>, created blication on social media in the Social Media Services under this

"Social Media Marketing marketing services to be
Services" ant to the Client in accordance
itions of this Agreement as

1.2 Unless the context reference in this Agreement to:

1.2.1 "writing", an on, includes a reference to any communicat nic or facsimile transmission or similar mean

1.2.2 a statute or is a reference to that statute or provision as at the relevant time;

1.2.3 "this Agreen this Agreement and each of the Schedules a nted at the relevant time;

1.2.4 a Schedule i ement;

1.2.5 a Clause or ce to a Clause of this Agreement (other than agraph of the relevant Schedule; and

1.2.6 a "Party" or parties to this Agreement.

1.3 The headings used r convenience only and shall have no effect upon the i ement.

1.4 Words imparting the clude the plural and vice versa.

1.5 References to any g other gender.

1.6 References to perso tions.

2. **Engagement of the Cons**

2.1 The Client hereby nt to provide the Social Media Marketing Services.

2.2 This Agreement sh <insert date>> and the Consultant shall commence th ial Media Marketing Services on <<insert date>> ("t e"). The Consultant shall provide the Social Media M Initial Term of <<insert period>>, until <<insert date> This Agreement may be renewed by mutual agreem Subsequent Terms of <<insert period>> (each a " owing the end of the Initial Term (collectively constitu greement).

2.3 The Consultant sh the quality of the Social Media Marketing Services and Consultant Staff perform the Social Media Marke y and with reasonable care.

3. **Nature of Engagement**

3.1 The Consultant sh independent contractor and the Consultant's Social es activities and working methods and those of Con on the Social Media Marketing Services shall at a for the Consultant to determine, supervise, direct an all not seek to supervise, direct or control the Consult taff nor shall the Client have any right to do so.

3.2 Subject to the prov , the Consultant shall at all times be exclusively resp and entitled to organize, where,

SAMPLE

when, how, and i l Media Marketing Services are performed but shall nsure that due account is taken of the Client's requiren

3.3 The engagement u utually non-exclusive that is to say that at any time th ultant Staff can provide to other clients services w or similar to the Social Media Marketing Services age other contractors to provide it with services which ilar to the Social Media Marketing Services.

3.4 The Consultant in on one or more occasions may substitute any repla for any Consultant Staff engaged by it, or engage any aff, on the Social Media Marketing Services, provided ff chosen by the Consultant have the requisite skills form the Social Media Marketing Services. The Co asonable endeavours to avoid or minimise such char consult with the Client beforehand about any such pro ement of persons carrying out the Social Media Marke the Consultant shall in any event provide such a sub the provision of the Social Media Marketing Services sence due to incapacity or for any other reason upon r (or the Client's representative) that a delay is unaccept wise necessary to provide such a substitute or additio be entitled to refuse to accept any Consultant Staff if i hey are not suitable due to lack of skills, or experience

3.5 Whenever possibl Consultant shall use its own equipment, materia y out the Social Media Marketing Services.

3.6 The Consultant is services available except for the performance of its Agreement. The engagement and appointment of the Social Media Marketing Services under this Agreem mutual obligations on the part of the Consultant o r accept any further contract, engagement or ser tionship shall hereby be created or implied.

4. **Status of the Consultant**

4.1 The Consultant sha ependent contractor and shall be responsible for all i insurance contributions or similar taxes or contributi consideration payable under this Agreement.

4.2 The Consultant her the Client in respect of any claims that may be made es against the Client in respect of any income tax o ontributions or similar taxes or contributions, inclu ies, relating to the Social Media Marketing Services ultant under this Agreement.

4.3 The Consultant sha of its expenses and value added tax.

4.4 Nothing in this Agre o create any:

4.4.1 partnership, between the Parties;

SAMPLE

4.4.2 employment e Client and any Consultant Staff; or

4.4.3 other fiducia he Parties,

other than the c expressly provided for in this Agreement.

5. **Provision of the Social M s**

5.1 With effect from th , the Consultant shall, throughout the Initial Period a Subsequent Periods, provide the Social Media Marke t.

5.2 The Consultant sh Media Marketing Services with reasonable skill an with prevailing standards in the social media marke d Kingdom.

5.3 The Consultant sha the terms of this Agreement and with all reasonable by the Client provided that such instructions are con f this Agreement and the definition of the Social Media et out in Schedule 1.

5.4 The Consultant sh ensuring that it complies with all statutes, regulation codes of conduct and any other rules relevant to the Media Marketing Services.

5.5 **[**The Consultant sh endeavours to accommodate any reasonable change Marketing Services that may be requested by the ient's acceptance of any related reasonable change at may be due as a result of such changes.**]**

6. **The Social Media Marketi**

6.1 The Consultant s Media Marketing Services as described in this Cl .

6.2 **[**The Client current ce on the following social media platforms:

6.2.1 <<insert nan ;

6.2.2 <<list further

6.3 The Client wishes presence on the following social media platforms:

6.3.1 <<insert nan ;

6.3.2 <<list further

6.4 The Consultant sha vity takes place on all of the social media platforms lis es 6.2 and 6.3**]** **OR [**sub-Clause 6.2**]** and in particula owing activities:

6.4.1 <<Insert nu activity, e.g. post, tweet etc>> on <<insert nan per <<insert time period>>;

6.4.2 <<Insert nu activity, e.g. post, tweet etc>> on <<insert nan per <<insert time period>>;

6.4.3 <<Insert nu activity, e.g. post, tweet etc>> on <<insert nan per <<insert time period>>;

6.4.4 <<list further sites as required>>.

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6.5 **[**The Consultant re s credentials for the social media platforms set out ide the Social Media Marketing Services. The Clier me as follows:

6.5.1 <<insert nan Username: <<insert username>>, Password: <

6.5.2 <<insert nan Username: <<insert username>>, Password: <

6.5.3 <<insert nan Username: <<insert username>>, Password: <

6.5.4 <<list furthe nd passwords as required>>.**]**

OR

6.5 **[**The Consultant re s credentials for the social media platforms set out ide the Social Media Marketing Services. The Clier de the same by <<insert date>>.**]**

6.6 The Client hereby a t (including its Consultant Staff) to use the Client's abo dentials solely for the purposes of providing the Social es. All such information is hereby designated Confide shall be treated accordingly, as described under Cla

6.7 The Consultant sha o the Client the following reports detailing the status cial media marketing activities on each of the abover platforms on the following **[**dates**] OR [**intervals**]**:

6.7.1 <<insert rep e etc.>> **[**on or before <<insert date(s)>>**] O**

6.7.2 <<insert rep e etc.>> **[**on or before <<insert date(s)>>**] O**

6.7.3 <<insert rep e etc.>> **[**on or before <<insert date(s)>>**] O**

6.7.4 <<list further

6.8 At the end of the end of each Subsequent Period thereafter, the Par eet to discuss the Social Media Marketing Service hat Period, addressing matters including, but not li ed above in sub-Clause 6.**[**6**] OR [**7**]**, the status and dia marketing activities carried out thus far, and the str

7. **The Client's Obligations**

7.1 The Consultant re rder to provide the Social Media Marketing Services:

7.1.1 The Requir he Client and its <<insert brief description, ctivities etc.>>; and

7.1.2 The Require cial Media Content.

7.2 The Client shall pr nation and the Required Materials to the Consultant by elivery Date").

7.3 The Consultant ma e the Client's input or feedback on

SAMPLE

Social Media Conte in the course of the Social Media Marketing Services e all reasonable endeavours to respond with the re <insert period>> Business Days.

7.4 In the event that a rmation, or any other information supplied by the Cl (including, but not limited to, the access credentials s se 6.**[**4**] OR [**5**]**) changes and such a change will mate n of the Social Media Marketing Services by the Co inform the Consultant of the same without undue delay

7.5 The Consultant sha elays in the provision of the Social Media Marketing S rom the Client's failure to comply with any of its obliga uirements applying thereto) under this Clause 7 or any rising under this Agreement.

8. **Fees and Payment**

8.1 In consideration of t ng Services the Client shall pay to the Consultant the rt sum>> for the Initial Period. Following the Initial y to the Consultant a Per-Period Fee of £<<insert su t Period.

8.2 Payment of the Initi in <<insert period>> of the date of this Agreement**] OR** >> of the date of the Consultant's invoice for the sam **[**on**] OR [**within <<insert period>> of**]** the end date of t

8.3 Payment of each P ue within <<insert period>> of the date of the Consult e which shall be issued **[**on**] OR [**within <<insert peri the Subsequent Period to which it relates.

8.4 All payments made hall be expressly exclusive of any value added tax cha

8.5 Unless the Parties se in writing, no further payment shall be made to th ial Media Marketing Services over and above the enti ause 8 and, without limitation, no payment shall be m respect of any expenses incurred by the Consultant in dia Marketing Services.

8.6 Without prejudice t ermination for non-payment), any sums which remain iry of the payment periods set out in this Clause 8 sha basis at <<insert percentage>>% above the base ra bank>> from time to time until payment is made in ing sums. This provision shall not apply to payments o

9. **Intellectual Property Righ**

9.1 All Intellectual Pr g in the Required Information, Required Materials, Materials shall at all times remain the property of the as appropriate). Nothing in this Agreement shall ve aterial provided by, or otherwise belonging to the Cli ppropriate) in the Consultant. The Client hereby gra a limited, non-exclusive, non-transferable, revoc e to use any and all Required Information, Requi other Client Materials for the purposes of providi keting Services in accordance with this Agreement.

SAMPLE

9.2 Upon receipt in full sums due for a given Period under Clause 8, the copy other Intellectual Property Rights subsisting in the Sc ted by the Consultant during that Period shall be ass he Consultant shall be deemed to have waived any ar pect of the same. The Consultant shall execute all d actions necessary or reasonably requested by the C in, maintain, perfect or assign its rights in such conte

10. **Indemnity**

10.1 The Consultant (as) hereby undertakes to indemnify the Client (as an "I o keep the Client at all times fully indemnified from a sing as a result of any action or claim that the Clien wnership of any and all materials (including, but not li Content) created by the Consultant in the course of pro Marketing Services constitutes an infringement of any nts belonging to a third party.

10.2 The Client (as an reby undertakes to indemnify the Consultant (as an " o keep the Consultant at all times fully indemnified fro arising as a result of any action or claim that the Co Required Information, Required Materials or other C urse of providing the Social Media Marketing Services ment of any Intellectual Property Rights belonging to

10.3 In the event of an a s under sub-Clauses 10.1 or 10.2, the Indemnifying P e control over the litigation and/or settlement of the a keep the Indemnified Party fully informed of the sam s.

10.4 In the event of an a s under sub-Clauses 10.1 or 10.2, the Indemnified Par

10.4.1 Notify the I diately in writing upon becoming aware of the

10.4.2 Make no ad settlements of the action or claim without the e f the Indemnifying Party;

10.4.3 Provide the n all reasonable information and assistance the Indemnifying Party, at the Indemnifying ct to the action or claim; and

10.4.4 Allow the Inc te control over the litigation and/or settlement o

11. **Warranties**

11.1 Each Party hereby t it has the full power and authority to enter into this erform its respective obligations hereunder.

11.2 The Consultant rep takes, and agrees with the Client that all content pro nt in the course of providing the Social Media Mark , but not limited to, Social Media Content) shall be tant (save to the extent that it incorporates any o tion, Required Materials or other Client Materials), any Intellectual Property Rights belonging to a third

SAMPLE

11.3 The Client represe s and agrees with the Consultant that the Required M Client Materials shall be original to the Client (or that, v erials or other Client Materials are provided by a thi ved the necessary consents or permissions to use t infringe any Intellectual Property Rights belonging to

11.4 The Client represe s and agrees with the Consultant that the Required M Materials shall not, under the laws of England and W hemous, offensive to religion, or defamatory of any ntain any material that has been obtained in violatio ion Legislation, the Freedom of Information Act 20 vestigatory Powers Act 2000, the Privacy and Electro C Directive) Regulations 2003, the Official Secrets Act mestic **[**or foreign**]** legislation and nothing contained i s or other Client Materials will, if published, constitut

12. **Limitation of Liability**

12.1 Subject to sub-Clau hall be liable to the other for any loss of profit, indire al loss or damages.

12.2 Nothing in this Agre mit either Party's liability for death or personal injur negligence, fraud or fraudulent misrepresentation, 3, the indemnities in sub-Clauses 10.1 and 10.2, or c cannot be excluded or limited by law.

12.3 Subject to sub-Clau Party's total liability to the other in respect of any clai connection with, this Agreement, whether in contrac nce), breach of statutory duty or otherwise, shall not aid or payable by the Client to the Consultant in the prior to the claim, or £<<insert sum>>, whichever i

13. **Confidentiality**

13.1 Each Party underta vided by sub-Clauses 13.2, 13.3 and 13.4 or as aut other Party, it shall, at all times during the continua and **[**indefinitely**] OR [**for <<insert period>> years**]** afte y:

13.1.1 keep confide rmation;

13.1.2 not disclose tion to any other party;

13.1.3 not use any n for any purpose other than as contemplate erms of this Agreement;

13.1.4 not make ar ny way or part with possession of any Confide

13.1.5 ensure that officers, employees, agents, sub-contractors, ers does any act which, if done by that Party, w provisions of sub-Clauses 13.1.1 to 13.1.4 ab

13.2 Subject to Clause 1

13.2.1 disclose any to:

13.2.1.1 any d in the Social Media Marketing

SAMPLE

Servi

13.2.1.2 **[**any r of that Party; or**]**

13.2.1.3 any g thority or regulatory body; or

13.2.1.4 any f that Party or of any of the afore es or bodies.

13.3 Disclosure under s made only to such extent as is necessary for the by this Agreement (including, but not limited to, the Media Marketing Services), or as required by law. In all first inform the person, party or body in question th mation is confidential and (except where the disclosu nder sub-Clause 13.2.1.**[**3**] OR [**2**]** or any employee o y) obtaining and submitting to the other Party a writt aking from the party in question. Such undertaking practicable in the terms of this Clause 13, to keep tion confidential and to use it only for the purposes for made.

13.4 Either Party may us nation for any purpose, or disclose it to any other perso it is at the date of this Agreement, or at any time afte blic knowledge through no fault of that Party. In makin , that Party must not disclose any part of the Confide not public knowledge.

13.5 The provisions of t tinue in force in accordance with their terms **[**indefi d of <<insert period>> after the termination or expi notwithstanding the termination of this Agreement for

14. **Term and Termination**

14.1 This Agreement sh <insert date>> and shall continue for an Initial Term o <<insert date>>. This Agreement may be renewed by e Parties for Subsequent Terms of <<insert period>> f nitial Term. As described in sub-Clause 2.2, all su ively constitute the Term of this Agreement.

14.2 Either Party may te at any time by giving to the other not less than <<inse n notice.

14.3 Without prejudice to dy available to it, either Party may terminate this Agree written notice to the other Party in the following circum

14.3.1 any sum ov e other Party under any of the provisions o t paid within <<insert period>> Business Da yment;

14.3.2 the other Pa reach of any of the provisions of this Agreem capable of remedy, fails to remedy it within <<i s Days after being given written notice givin breach and requiring it to be remedied;

14.3.3 an encumbr , or where the other Party is a company, a f any of the property or assets of that other Pa

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14.3.4 the other Pa arrangement with its creditors or, being a com to an administration order (within the meaning 86);

14.3.5 the other Pa or firm, has a bankruptcy order made agains y, goes into liquidation (except for the purpose tion or re-construction and in such a manner th therefrom effectively agrees to be bound by or mposed on that other Party under this Agreem

14.3.6 anything an foregoing under the law of any jurisdiction o her Party;

14.3.7 that other Pa to cease, to carry on business; or

14.3.8 control of th red by any person or connected persons not other Party on the date of this Agreement. f this Clause 14, "control" and "connected e meanings ascribed thereto by Sections 11 of the Corporation Tax Act 2010.

14.4 For the purposes o each shall be considered capable of remedy if the Par with the provision in question in all respects.

15. **Effects of Termination**

Upon the termination or ex any reason:

15.1 any sum owing by e under any of the provisions of this Agreement shall be nd payable;

15.2 all licences grante the Client to use the Required Information, Requi all other Client Materials shall terminate immediat

15.3 the Consultant shal , either promptly return or destroy all Required Inform s, and other Client Materials in its possession and/or a certificate of such return and/or destruction;

15.4 each Party shall (e rred to in Clause 13) immediately cease to use, eit ly, any Confidential Information belonging to the ot not limited to, the Client's access credentials as refer .4 and 6.5**] OR [**6.5 and 6.6**]**) and shall at the other P romptly return or destroy all such Confidential Inform and/or control and shall issue a certificate of such re

15.5 all Clauses which, e ir nature, relate to the period after the expiry or termin hall remain in full force and effect;

15.6 termination shall no right to damages or other remedy which the terminati pect of the event giving rise to the termination or any or other remedy which any Party may have in respe s Agreement which existed at or before the date of te

15.7 subject as provided except in respect of any accrued rights neither Party r obligation to the other.

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16. **Force Majeure**

16.1 Neither Party to th liable for any failure or delay in performing their obl re or delay results from any cause that is beyond the at Party ("Force Majeure"). Such causes include, but r failure, internet service provider failure, industrial ac ood, storms, earthquakes, acts of terrorism, acts of w or any other similar or dissimilar event or circumstan ntrol of the Party in question.

16.2 **[**In the event that a t cannot perform their obligations hereunder as a res a continuous period of <<insert period>>, the other tion terminate this Agreement by written notice at the the event of such termination, the Parties shall agree le payment for all work completed up to the date of te t shall take into account any prior contractual commit liance on the performance of this Agreement.**]**

17. **[Data Protection**

17.1 All personal data t use will be collected, processed, and held in accorda of the Data Protection Legislation and the Client's and s thereunder.

17.2 For complete detai llection, processing, storage, and retention of person not limited to, the purpose(s) for which personal data or bases for using it, details of the Client's and Consul w to exercise them, and personal data sharing (whe efer to the Consultant's Privacy Notice [available fro

18. **[Data Processing**

18.1 In this Clause 18 a ersonal data", "data subject", "data controller", "data p al data breach" shall have the meaning defined in R.

18.2 **[**All personal data t Consultant on behalf of the Client, subject to this Agre ed in accordance with the terms of a Data Processing he Parties shall enter before any personal data is pro

OR

18.2 **[**Both Parties shall e data protection requirements set out in the Data Pro her this Clause 18 nor any other provisions of this A either Party of any obligations set out in the Data Pro hall not remove or replace any of those obligations.

18.3 For the purposes of islation and for this Clause 18 and this Agreement, the a Processor" and the Client is the "Data Controller".

18.4 The type(s) of pe e, nature and purpose of the processing, and the ing shall be set out in Schedule 4 to this Agreement.

18.5 The Data Controlle s in place all necessary consents and notices require nsfer of personal data to the Data Processor for the pu edule 4 to this Agreement.

SAMPLE

18.6 The Data Processo y personal data processed by it in relation to its perfor ations under this Agreement:

18.6.1 Process the he written instructions of the Data Controller u r is otherwise required to process such person ta Processor shall promptly notify the Data Co g unless prohibited from doing so by law;

18.6.2 Ensure that ble technical and organisational measures (a Controller) to protect the personal data from ful processing, accidental loss, damage or ures shall be proportionate to the potential ha events, taking into account the current state gy and the cost of implementing those meas ken shall be agreed between the Data Contro ssor and set out in Schedule 4 to the Agreeme

18.6.3 Ensure that cess to the personal data (whether for processi) are contractually obliged to keep that persona

18.6.4 Not transfer side of the UK without the prior written cons troller and only if the following conditions a

18.6.4.1 d/or the Data Processor has/have guards for the transfer of personal

18.6.4.2 ts have enforceable rights and s;

18.6.4.3 omplies with its obligations under egislation, providing an adequate any and all personal data so

18.6.4.4 complies with all reasonable dvance by the Data Controller with ng of the personal data.

18.6.5 Assist the D ta Controller's cost, in responding to any and ta subjects and in ensuring its compliance tion Legislation with respect to security, bre t assessments, and consultations with supervi ators (including, but not limited to, the Informati e);

18.6.6 Notify the D undue delay of a personal data breach;

18.6.7 On the Da instruction, delete (or otherwise dispose of) a and any and all copies thereof to the Data C of this Agreement unless it is required to r data by law; and

18.6.8 Maintain cor rds of all processing activities and technical a ures implemented necessary to

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demonstrate ause 18 and to allow for audits by the Data Co designated by the Data Controller.

18.7 **[**The Data Process any of its obligations with respect to the processing of Clause 18.**]**

OR

18.7 **[**The Data Process t any of its obligations to a sub-processor with resp f personal data under this Clause 18 without the prior ata Controller (such consent not to be unreasonably w at the Data Processor appoints a sub-processor, the

18.7.1 Enter into a n the sub-processor, which shall impose upo same obligations as are imposed upon the Da use 18 and which shall permit both the Data P ta Controller to enforce those obligations;

18.7.2 Ensure that lies fully with its obligations under that agreem on Legislation.**]**

18.8 Either Party may, a t <<insert period, e.g. 30 calendar days'>> notice, al provisions of this Agreement, replacing them with ocessing clauses or similar terms that form part of a scheme. Such terms shall apply when replaced by a ent.**]**

19. **No Waiver**

No failure or delay by eithe of its rights under this Agreement shall be deemed to be a wa waiver by either Party of a breach of any provision of this Agr to be a waiver of any subsequent breach of the same or any

20. **Further Assurance**

Each Party shall execute deeds, documents and things as may be necessary to carry eement into full force and effect.

21. **Costs**

Subject to any provisions ty to this Agreement shall pay its own costs of and incident eparation, execution and carrying into effect of this Agreemen

22. **Assignment and Sub-Co**

22.1 Subject to [the pro d] the following provisions of this sub-Clause 22.2**,** th to the Parties. Neither Party may assign, mortgage, o floating charge) or sub-licence or otherwise delegate der, or sub-contract or otherwise delegate any of its without the written consent of the other Party, such co nably withheld.

22.2 **[**Subject to the pro e] OR [The] Consultant shall be entitled to perform undertaken by it through suitably qualified and skille other member of its group**]**. The Client shall be ent the obligations undertaken by it through suitably qu ntractors **[**or any other member of its group**]**. Any a ther member or sub-contractor or Consultant Staff sh his Agreement, be deemed to be

SAMPLE

an act or omission c

23. **Notices**

23.1 All notices under th writing and be deemed duly given if signed by, or on sed officer of the Party giving the notice.

23.2 Notices shall be dee given:

23.2.1 when delive ier or other messenger (including registered m ss hours of the recipient; or

23.2.2 when sent, i d a return receipt is generated; or

23.2.3 on the fifth g mailing, if mailed by national ordinary mai

In each case notice the most recent address or e-mail address notified to t

24. **Entire Agreement**

24.1 **[**Subject to the pro is] **OR** [This] Agreement contains the entire agreeme with respect to its subject matter and may not be mo ument in writing signed by the duly authorised represen

24.2 Each Party acknow to this Agreement, it does not rely on any represent ance or other provision (made innocently or neglig y provided in this Agreement.

25. **Severance**

In the event that one or f this Agreement is found to be unlawful, invalid or otherwis hose provision(s) shall be deemed severed from the remaind The remainder of this Agreement shall be valid and enforcea

26. **Alternative Dispute Reso**

26.1 Any dispute or d en the Parties relating to this Agreement or its s ferred to a single arbitrator to be agreed upon by the agreement, to be appointed by the then President of t bitrator to have all of the powers conferred upon arbi gland and Wales.

26.2 The Parties hereby f the Arbitrator shall **[**not**]** be final and binding on both

27. **Law and Jurisdiction**

27.1 This Agreement (in ual matters and obligations arising therefrom or assoc e governed by, and construed in accordance with, th ales.

27.2 Subject to the provi dispute, controversy, proceedings or claim between t s Agreement (including any non-contractual matters herefrom or associated therewith) shall fall within the j f England and Wales.

SIGNED for and on behalf of the C

<<Full name of the person signing ant>>

SAMPLE

_____

Authorised Signature

Date: _____

SIGNED for and on behalf of the C

<<Name and title of person signin

_____

Authorised Signature

Date: _____

SAMPLE

Social Media Marketing Services

<<Insert full details of the Soc Services to be provided by the Company>>

Consultant Staff
<<Insert full name(s) of Consultan ompany>>

SAMPLE

Required Information

<<Insert full details of the Req[illegible]e provided by the Client to the Company>>

SAMPLE

Required Materials

<<Insert full details of the Require d by the Client to the Company>>

Pursuant to Clause 18.4, the fol e(s) of personal data, the scope, nature and purpose of the process he processing:

<<Insert full details>>]

[Pursuant to Clause 18.6.2, the ical and organisational measures agreed:

<<Insert full details>>]**]**

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