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nt described in Clause 3 and
of this HOT;

y detailed terms, conditions, and
et out in the Consulting Services
the definitive version of the
and when they are agreed and set
Services Agreement;

for the Consulting Services set out in sub-Clause 4 of this Agreement, and the terms on which the Parties hereby agree to provide those services, or any alternative version of those terms, if and insofar as they are included amongst the Detailed Consulting Services Agreement; and

parties to this HOT.

ending on the Parties), this HOT is
ending on the Parties.

the Commercial Terms in principle, and the definitive version of the fully discuss, negotiate, draft, and

this HOT, they will fully discuss, and Terms, and will sign a full written agreement containing those Detailed HOT, only if and when a Consulting which states that it is legally binding between them relating to any of them which is legally binding on

- agreed in Clause 6 of this HOT, no (negligent or otherwise), and no ment (whether before, on, or after effect in relation to the proposed d until it is agreed and included as

- ment (Self-Employed Consultant).

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- 2.4 The Parties agree and acknowledge that the Parties have agreed in Clause 6 of this HOT, no oral or written statement, representation, warranty, promise, or agreement (negligent or otherwise), and no agreement (whether before, on, or after the date of this HOT) shall have any effect in relation to the proposed consulting services until it is agreed and included as an exhibit to this HOT.

- an express term of the Consulting Services Agreement.
- 3. Consulting Services Agreement**
- The Consulting Services Agreement is a written signed consulting services agreement between the Client and the Consultant. The Consultant will appoint the Consultant as a consultant of Client on the terms and conditions of the Consulting Services Agreement. The Consulting Services Agreement will contain all of and shall supersede all other understandings and other arrangements between the Client and the Consultant relating to such consulting services arrangements between the Client and the Consultant.
- 4. Commercial Terms**
- The following Commercial Terms and Conditions shall form part of the Consulting Services Agreement, and the definitive version of the Consulting Services Agreement shall be the Consulting Services Agreement.
- 4.1 The appointment of the Consultant shall commence on <>.
- 4.2 The period of the appointment shall be from that date and shall be terminated pursuant to the terms of the Consulting Services Agreement. OR [until the [Work] [Project] [Assignment] is completed] subject to the period of time in months or years provided by the Consulting Services Agreement.
- 4.3 The expertise of the Consultant shall be <<describe here>>.
- 4.4 The [Work] [Project] [Assignment] to be undertaken by the Consultant is set out in the Schedule.
- 4.5 The responsibilities of the Consultant in relation to the [Work] [Project] [Assignment] are as follows: <>.
- 4.6 The Consultant's remuneration shall be calculated and payable as follows:
- 4.6.1 The Consultant shall be paid a fee of <> amount or rate>> and the Client shall pay it <>.
- 4.6.2 [A retainer of <>] OR [A retainer of <>] also] be payable. It will be payable <>.
- 4.7 All amounts of remuneration shall be exclusive of any VAT chargeable. If VAT is chargeable, it shall be added to those amounts at the relevant rate applicable.
- 4.8 All remuneration due to the Consultant must be paid by the Client by the state method of payment>>. [The Consultant must provide an invoice for remuneration [plus the VAT thereon] due by <>].
- 4.9 [In addition to payment of remuneration, the Client will reimburse the Consultant's expenses of the type/s of expenses reimbursable <>] <> [provided that the Client has approved the type/s of expenses <> case before it is expended or committed by the Consultant].
- OR
- [The Client will [not] reimburse the Consultant's expenses.]
- 4.10 The Consultant will act as an independent contractor and the Consultant will

- accordingly be responsible for the payment of tax and NI on remuneration paid to the Consultant.
- 4.11 [The Consultant [must] supply [all] [any] goods or materials [needed] for the purpose of it carrying out all of the [Work] under the Consulting Services Agreement [except where the Consultant is able to supply or arrange supply of any particular goods or materials at a lower cost].] **OR** [except where the Consultant is able to supply or arrange supply of any particular goods or materials at a lower cost].]
- 4.12 The reporting obligation will be as follows: <<describe frequency, contents [monthly] [quarterly] [half yearly] [state number of days or weeks]>>
- 4.13 [The Consultant must provide indemnity cover of at least <<state amount>>].]
- 4.14 [The Consultant will provide indemnity in the Consulting Services Agreement for third party claims of the following type/s <<state types of loss etc not covered>> and indemnity will be limited to an aggregate for all events] **OR** [for each event]. The indemnity will not apply to any amount attributable to default of the Consultant.]
- 4.15 [The Consultant will provide indemnity in the Consulting Services Agreement for non/poor performance of the following type/s <<state types of loss etc not covered>> and indemnity will be limited to an aggregate for all instances] **OR** [for each instance].]
- 4.16 [Any intellectual property created or carried out by the Consultant in the [Consulting Services Agreement] [Work] [Project] [Assignment] will be owned by the Consultant under those rights to use the [Work] [Project] [Assignment] by the Consulting Services Agreement to the following conditions and limitations: <<describe limitations>>]
- 4.17 The Consultant will work on the Client's premises [on the following basis: <<describe basis>>]
- 4.18 [If the Consultant fails to perform any [material] respect] to perform any of its [material] obligations under the Consulting Services Agreement;]
- 4.18.1 [the Client must not be liable for any loss or damage]
- 4.18.2 [the Client must not be liable for any loss or damage]
- 4.19 On termination of the Consulting Services Agreement:
- 4.19.1 [The confidentiality obligations under the Consulting Services Agreement [must] remain effective [for a further period of <<state period>>]]]
- 4.19.2 [The Consultant must not poach any of the staff of the Client under the Consulting Services Agreement [and must not poach any of the staff of the Client for a period of <<state period>>] after the end of the Consulting Services Agreement]
- 4.20 **EITHER**

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- recording of it in a Confidential Information Agreement.
- 6.2 Neither Party is legally bound to make available to the Other Party any Confidential Information in connection with their discussions and negotiations relating to the Consulting Services Agreement, the Parties anticipate that they will not or make available Confidential Information to each other.
- 6.3 Neither Party shall have any liability to the Other Party for any inaccuracies in any Confidential Information that it supplies or makes available to the Other Party.
- 6.4 If at any time either Party provides Confidential Information to the Other Party, the Other Party shall do so promptly and shall destroy any copies it has made of the same.
- 6.5 Each Party acknowledges that damages alone would be an inadequate remedy in respect of a breach of Clause 6, and that an injunction, specific performance or other equitable relief, should be awarded against the defaulting Party in the event of an actual breach by it of this Clause together with any other remedies that either Party may have available.
- 6.6 In this Clause 6:
- 6.6.1 "Data Protection Legislation" means all applicable legislation in force from time to time in the United Kingdom applicable to data protection and privacy, including but not limited to, the UK GDPR (the retained EU law version of the EU General Data Protection Regulation ((EU) 2016/679), and any amendments thereto, and Northern Ireland (Withdrawal) Act 2020 (and any amendments made thereunder) and any Regulations made thereunder;
- 6.6.2 "personal data" means personal data as defined in the Data Protection Legislation.
- 6.7 If in connection with the discussions, negotiation, drafting, and entering into the Consulting Services Agreement, either Party ("First Party") collects, holds or processes personal data of the other Party ("Other Party") in connection with the Consulting Services Agreement, the First Party undertakes to the Other Party:
- 6.7.1 for the purpose of the Consulting Services Agreement;
- 6.7.2 in accordance with the Data Protection Legislation of the Other Party and the rights under the Data Protection Legislation of any third party;
- 6.7.3 in accordance with the Other Party's Privacy Notice. A copy of each Privacy Notice is attached to the Schedule to this HOT][is made available on the HOT][is provided to the Other Party on or before the date of the HOT][
- 6.8 Any personal data collected, held or processed by the First Party in connection with this Agreement shall be shared with the Other Party in accordance with the terms of a Data Sharing Agreement entered into by the Parties before any such sharing occurs.

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The [Work] [Project] [Assignment] is as follows:

<<Insert description>>

Attach a copy of each Part referenced in Clause 6.7.3

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[SIGNED on the above date for and on behalf of <<Name of Client>>]:

By <<Name and Title of person signing>>

A

Authorised Signature]

OR

[SIGNED on the above date by <<

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Signature]

AND

SIGNED on the above date by <<Name of person signing>>

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Signature

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