THIS MEMORANDUM OF UNDER contains the HEADS OF TERMS (is dated and signed the day

BY:

- (1) <<Name of Self-employed and
- (2) <<Name of Client>> [a continuous Registration Number>> w ("Client")

1. Definitions

In this HOT, the following e

"Consulting Services Agreement"

"Detailed Terms"

"Commercial Terms"

"Party"

2. Purpose and Status of th

- 2.1 Except for Clause 6 not intended to be,
- 2.2 The Parties have of but they have not Commercial Terms agree all of the other
- 2.3 The Parties intend negotiate, draft, and agreement as a C Terms, and that, sa Services Agreemen on the Parties will consulting services them as a contract.
- 2.4 The Parties agree a oral or written state warranty, promise, the date of this H consulting services

S

PLOYED CONSULTANT)

onsulting services agreement and

Address>> ("the Consultant")

gland under number <<Company at] OR [of] <<insert Address>>

wing meanings:

nt described in Clause 3 and of this HOT:

 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 is which the Parties hereby agree tive version of those terms, if and included amongst the Detailed in Services Agreement; and

rties to this HOT.

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

e Commercial Terms in principle, ed the definitive version of the ully discuss, negotiate, draft, and

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

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

1



an express term of

3. **Consulting Services Agree**

The Consulting Services A agreement between the F consultant of Client on the will contain all of and understandings and other services arrangements bet

4. **Commercial Terms**

The following Commercial them will form part of the D

- 4.1 The appointment of will commence on <
- 4.2 The period of the a be from that date a the Consulting S [Assignment] is co years>>] subject Services Agreemen
- 4.3 The expertise of the
- 4.4 The [Work] [Project out in the Schedule
- 4.5 The responsibilities [Assignment] are as
- 4.6 The Consultant's re
 - The Consult 4.6.1 will pay it <<
 - 4.6.2 A retainer w OR

[A retainer d <<state whe

- 4.7 All amounts of ren chargeable. If VAT relevant rate applica
- 4.8 All remuneration du Consultant must pr VAT thereon] due b
- 4.9 In addition to pa Consultant's expen and any limits on approved the type committed by the C

OR

The Client will Inot

The Consultant wo 4.10

Agreement.

written signed consulting services will appoint the Consultant as a e Consulting Services Agreement ditions, working arrangements, ng, and relating to such consulting

ciple, and the definitive version of sulting Services Agreement:

e Consulting Services Agreement

onsulting Services Agreement will rminated pursuant to the terms of R [until the [Work] [Project] ert period of time in months or on provided by the Consulting

<<describe here>>.

dertaken by the Consultant is set

relation to the [Work] [Project] e>>.

ated and payable as follows:

amount or rate>> and the Client :y>>.

also] be payable. It will be payable

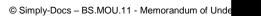
HOT are exclusive of any VAT added to those amounts at the

state method of payment>>. The invoice for remuneration [plus the

the Client will reimburse the type/s of expenses reimbursable >> [provided that the Client has case before it is expended or

nsultant's expenses.**1**

contractor and the Consultant will



accordingly be resp the Consultant.

- 4.11 [The Consultant [m goods or materials all of the [Work] Agreement [except any particular good Consultant is able to
- 4.12 The reporting obliq frequency, contents [quarterly] [half yea after the end of the
- 4.13 [The Consultant mamount>>.]
- 4.14 [The Consultant w Services Agreemer following type/s <<s and indemnity will r and will be limited t each event]. The attributable to defau
- 4.15 [The Consultant w Services Agreemer following type/s <<s and indemnity will i and will be limited [for each instance].
- 4.16 [Any intellectual procarried out by the vest in the [Consul [Work] [Project] [A Agreement to the [Consul imitations: <<descriptions | Consultation | Co
- 4.17 The Consultant wi following basis: <<o
- 4.18 [If the Consultant fa of its [material] oblig
 - 4.18.1 [the Client m
 - 4.18.2 [<<describe
- 4.19 On termination of th
 - 4.19.1 [The confice Consulting Speriod of <<
 - 4.19.2 [The Consuthe other dufor a period Consulting S
- 4.20 **EITHER**

ax and NI on remuneration paid to

m or through the Client [all] [any] nt for the purpose of it carrying out under the Consulting Services ole to supply or arrange supply of instance] OR [except where the at a lower cost].

nt will be as follows: <<describe will provide its reports [monthly] state number of days or weeks>>

demnity cover of at least <<state

and indemnity in the Consulting ent for third party claims of the ultant's liability under the warranty e types of loss etc not covered>> aggregate for all events] OR [for will not apply to any amount ient.]

and indemnity in the Consulting for non/poor performance of the ultant's liability under the warranty types of loss etc not covered>> n aggregate for all instances] OR

the [Work] [Project] [Assignment] posulting Services Agreement will not under those rights to use the nted by the Consulting Services ect to the following conditions and

the Client's premises [on the

[material] respect] to perform any

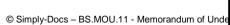
ing Services Agreement;]

>>.]]

greement:

closure obligations under the [not] remain effective [for a further]

nust not poach any of the staff of nsulting Services Agreement [and period>>] after the end of the



[The Consultant mu so through any emp

OR

[The Consultant m through any employ

4.21 **EITHER**

[The Consultant r Consulting Services

OR

The Consultant mathe Consulting Serv

OR

[The Consultant ma under the Consultir the Client, such cor Prior notice of int Consultant's obligat least] <<state perior

4.22 The Consulting Se [only with the price Agreement will [no consent of the Clie period>> must be g

5. Ongoing Discussion and

- 5.1 The Parties will no discussions or neg Services Agreemen
- 5.2 Nevertheless, but v good faith to condu as soon as reasona
- 5.3 Either Party may, b or no reason, and discussions or ne between them, and cease.
- 5.4 If a Consulting Se replace this HOT b Clause 5.3.

6. Confidentiality

6.1 Each Party ("the consideration of th Party any confident customers, clients, relevant to a sale: Information"), the Information for any negotiation of a co

gations personally and may not do

out any or all of its obligations

ny of its obligations under the

ntract any of its obligations under ndividual[s] [or] [company[y][ies]]

ontract any or all of its obligations but only with the prior consent of ably refused, withheld or delayed. [any particular] [or] [all] of the lividual[s][or[company[y][ies] of [at consultant to the Client.]

not] be assignable by the Client ultant]. The Consulting Services Consultant [only with the prior tion to assign of [at least] <<state Consultant.]

ion to continue or complete their produce, or sign any Consulting

on to do so, the Parties intend in a Consulting Services Agreement

the other, at any time and for any lity to the other, terminate their consulting services agreement below, this HOT shall thereupon

tered into, it will supersede and , this HOT shall stand, subject to

es to the Other Party that in or making available to the First I concerning the business, affairs, ther Party which is or might be tween the Parties ("Confidential se or disclose that Confidential or the evaluation, discussion or ment with the Other Party or the

recording of it in a C

- 6.2 Neither Party is leg any Confidential In and negotiations re Parties anticipate Information to each
- 6.3 Neither Party shall for any inaccuracie supplies or makes a
- 6.4 If at any time either Information provide Party shall do so prothe same.
- 6.5 Each Party acknown inadequate remedy specific performance defaulting Party in the 6 without prejudice in relation to such the such that th
- 6.6 In this Clause 6:
 - 6.6.1 "Data Prote from time to and privacy EU law ve 2016/679), a and Norther (Withdrawal made there Regulations
 - 6.6.2 "personal da Legislation.
- 6.7 If in connection wit otherwise processe other Party ("Other
 - 6.7.1 for the purp agreement of Services Ag
 - 6.7.2 in accordant the rights un the rights un
 - 6.7.3 in accordan
 Party's Priva
 available on
 before the da
- 6.8 Any personal data connection with this a Data Sharing Agre occurs.

ement.

make available to the Other Party connection with their discussions nsulting Services Agreement, the or make available Confidential

ive any liability to the Other Party iny Confidential Information that it ty.

er Party to return any Confidential it to the Other Party, the Other destroy any copies it has made of

at damages alone would be an Clause 6, and that an injunction, ef, should be awarded against the ractual breach by it of this Clause nedies that either Party may have th.

all applicable legislation in force dom applicable to data protection d to, the UK GDPR (the retained lata Protection Regulation ((EU) of England and Wales, Scotland, section 3 of the European Union prection Act 2018 (and regulations and Electronic Communications

as defined in the Data Protection

("First Party") collects, holds or en First Party undertakes to the

cussion, negotiation, drafting, and and entering into the Consulting

- f Data Protection Legislation and Legislation of the Other Party and Legislation of any third party;
- Privacy Notice. A copy of each in the Schedule to this HOT][is ovided to the Other Party on or

rst Party with the Other Party in ily in accordance with the terms of ne Parties before any such sharing

7. Law and Jurisdiction

- 7.1 This HOT, and th connection with a p or claims arising o actual Consulting S accordance with, th
- 7.2 [Subject to Clause between the Parties Services Agreemer and Wales.]
- 7.3 [Any dispute, control to this HOT or the properties of the pro

otiations between the Parties in vices Agreement, and all disputes vith this HOT or the proposed or be governed by, and construed in ales.

ntroversy, proceedings or claim the proposed or actual Consulting isdiction of the courts of England

laim between the Parties relating ulting Services Agreement is to be resolution] [and/or] [arbitration] as g details of alternative dispute



S

The [Work] [Project] [Assignment] <<Insert description>>

Attach a copy of each Pai

EITHER

[SIGNED on the above date for an By << Name and Title of person signature of the state of the st

Authorised Signature]

OR

[SIGNED on the above date by <<

Signature]

AND

SIGNED on the above date by <<I

Signature

is as follows:

referenced in Clause 6.7.3

name of Client>>]:

t>>