**THIS AGREEMENT** is made on [DATE]

**BETWEEN:**

1. **[NAME] Limited**, incorporated in England and Wales with number [NUMBER] andwhose registered office is at [ADDRESS] (the **Company**);

and

1. **[NAME] Limited**, incorporated in England and Wales with number [NUMBER] andwhose registered office is at [ADDRESS] (the **Contractor Company**).

**NOW IT IS AGREED** as follows:

1. **INTERPRETATION**
	1. In this Agreement the following expressions shall, unless otherwise expressively stated, have the following respective meanings:

|  |  |
| --- | --- |
| Expression | Meaning |
| **Associated Company** | any company which is a holding company or a subsidiary of the Company, or a subsidiary of the Company's holding company, and **holding company** and **subsidiary** have the meanings given by section 1159 of the Companies Act 2006. |
| **AWR 2010** | The Agency Workers Regulations 2010. |
| **Business Day** | a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business. |
| **Company Property** | all documents, books, manuals, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the business or affairs of any member of the Group or its customers and business contacts, and any equipment, keys, hardware or software provided for the Contractor Company or the Consultant’s use by any member of the Group during the Engagement, and any data or documents (including copies) produced, maintained or stored by the Contractor Company or the Consultant on the computer systems or other electronic equipment of any member of the Group, the Contractor Company or the Consultant during the Engagement. |
| **Confidential Information** | information in whatever form (including in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, customers, products, affairs and finances of the Company or any Associated Company for the time being confidential to the Company or any Associated Company and trade secrets including technical data and know-how relating to the business of the Company or any Associated Company or any of their respective suppliers, customers, agents, distributors, shareholders, management or business contacts, including information that the Contractor Company or the Consultant creates, develops, receives or obtains in connection with this Engagement, whether or not such information (if in anything other than oral form) is marked confidential. |
| **Consultant** | [NAME], being an employee or director of the Contractor Company providing Services as detailed in this Agreement, or a mutually agreed Substitute. |
| **Commencement Date** | [DATE]. |
| **Data Protection Laws** | all applicable data protection and privacy legislation in force from time to time in the UK, including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679), the Data Protection Act 2018 (and regulations made thereunder) or any successor legislation, and all other applicable legislation and regulatory requirements in force from time to time relating to the use of personal data (including the privacy of electronic communications). |
| **Engagement** | the engagement of the Contractor Company by the Company on the terms of this Agreement. |
| **Group** | the Company and its Associated Companies from time to time. |
| **Insurance Policies** | commercial general liability insurance cover, professional indemnity insurance cover and public liability insurance cover. |
| **Intellectual Property Rights** | patents, utility models, rights to Inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world. |
| **Invention** | any invention, idea, discovery, development, improvement or innovation made by the Contractor Company or by the Consultant in connection with the provision of the Services, whether or not patentable or capable of registration, and whether or not recorded in any medium. |
| **Services** | the services to be provided by the Contractor Company, as described in the second Schedule. |
| **Substitute** | a substitute for the Consultant, appointed under the terms of clause 3.3. |
| **Termination Date** | the date of termination of this Agreement, howsoever arising. |
| **Works** | all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software programs, inventions, ideas, discoveries, developments, improvements or innovations and all materials embodying them in whatever form, including hard copy and electronic form, prepared by the Contractor Company or the Consultant in connection with the provision of the Services. |

* 1. The headings in this Agreement are inserted for convenience only and shall not affect its construction.
	2. A reference to a particular law is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment, and includes any subordinate legislation for the time being in force made under it.
	3. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular, and a reference to one gender shall include a reference to the other genders.
	4. Any phrase introduced by the terms **including**, **include**, **in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
	5. The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
1. **APPOINTMENT AND DURATION**
	1. The Company hereby appoints the Contractor Company, and the Contractor Company hereby agrees to make the Consultant available to the Company, to provide the Services to the Group on the terms and the conditions contained in this Agreement.
	2. The Services shall commence on the Commencement Date and shall continue unless terminated in accordance with clause 7 of this Agreement.
	3. For the duration of this Agreement, the Contractor Company will provide services of the Consultant for [NUMBER] days per week[, working [Monday to Friday inclusive]. Days worked in excess of [NUMBER] per week will be worked only with prior agreement with the Company, and the Company will pay to the Contractor Company the sums due to it pursuant to clause 4.1.
	4. The Company may suspend the Services to accommodate ‘down time’ periods as specified by the Company from time to time. No fees will be paid to the Contractor Company during these periods of suspension.
2. **SERVICES**
	1. During the Engagement, the Contractor Company shall, and (where appropriate) shall procure that the Consultant shall:
		1. provide the Services with all due care, skill and ability and use their reasonable endeavours to promote the interests of the Group;
		2. promptly give to the Company all such information and reports as it may reasonably require in connection with matters relating to the provision of the Services; and
		3. upon the Consultant being notified of any unsatisfactory work or defects, the Consultant shall use its best efforts to cure any defects described in the notification within ten (10)Business Days of receipt of such notice from the Company. No payment will be made by the Company to remedy unsatisfactory work or defects.
	2. If the Consultant is unable to provide the Services due to illness or injury, the Contractor Company shall advise the Company of that fact as soon as reasonably practicable. For the avoidance of doubt, no fee shall be payable in accordance with clause 4 in respect of any period during which the Services are not provided.
	3. The Consultant Company may appoint a suitably qualified and skilled Substitute to perform the services instead of the Consultant, provided that the Substitute shall be required to enter into direct undertakings with the Company with regards to confidentiality and intellectual property. The Consultant Company shall continue to invoice the Company in accordance with clause 4 and shall be responsible for the remuneration of the Substitute.
	4. The Contractor Company shall use its reasonable endeavours to ensure that the Consultant is available at all times on reasonable notice to provide such assistance or information as the Company may require in accordance with this Agreement.
	5. Unless they have been specifically authorised to do so by the Company, in writing:
		1. neither the Contractor Company nor the Consultant shall have any authority to incur any expenditure in the name of or for the account of any member of the Group; and
		2. the Contractor Company shall not, and shall procure that the Consultant shall not, hold itself out as having authority to bind any member of the Group.
	6. The Contractor Company shall, and shall procure that the Consultant shall, comply with all reasonable standards of safety and comply with the Company's health and safety procedures from time to time in force at the premises where the Services are provided, and report to the Company any unsafe working conditions or practices.
	7. The Contractor Company shall procure that the Consultant shall comply with any policies of the Company from time to time, including in relation to social media, use of information and communication systems, anti-harassment and bullying, no smoking, dress code and substance misuse.
	8. The Contractor Company may use a third party to perform any functions which are reasonably incidental to the provision of the Services, provided that:
		1. the Company will not be liable to bear the cost of such functions; and
		2. at the Company's request, the third party shall be required to enter into direct undertakings with the Company, including with regard to intellectual property and confidentiality.
	9. In entering into this Agreement, the Company has relied upon the Contractor Company’s representation that it has the personnel with the skill and expertise in the field of the Services.
	10. The Contractor Company’s methods of work shall be its own.
	11. The Contractor Company and the Consultant shall liaise with [NAME], the Company’s representative, in respect of the Services.
	12. Neither the Company nor any client of the Group shall have the right to, nor shall seek to, exercise any direction, control, or supervision over the Contractor Company in the provision of the Services. The Contractor Company shall endeavour to co-operate with the Company and clients’ reasonable requests within the scope of the Services. However, it is acknowledged that the Contractor Company shall have autonomy over its working methods.
3. **FEES AND EXPENSES**
	1. The Company will pay to the Contractor Company a consultancy fee of £[AMOUNT] per day (being a[n] [NUMBER] hour day) exclusive of VAT for the provision of the Services by the Contractor Company. The Contractor Company agrees to invoice the Company [weekly] [monthly] in arrears for its services, with the invoice being raised in £ sterling.
	2. At the end of each week or part thereof, and on termination of the Agreement, the Contractor Company shall submit a time sheet to the Company in line with the process required by the Company. Failure to submit an authorised timesheet for days worked may delay or prevent payment for those days worked.
	3. The Company shall pay to the Contractor Company the sums due to it pursuant to this Agreement within [NUMBER] days after receipt of an appropriate invoice and subject to timesheets authorised by the Company. The sums shall be paid by bank transfer to the Contractor Company’s bank account.
	4. [The Company will reimburse the Consultant directly for all expenses incurred during this Agreement and agreed to in writing by the Company.]

OR

[Fees relating to Services provided by the Contractor Company are inclusive of all expenses incurred by the Contractor Company, and no further payment to cover expenses incurred in connection with this Agreement will be made by the Company.]

* 1. The Company will make no payment for additional work (including costs, expenses or fees) unless firstly authorised by the Company in writing.
	2. The Company reserves the right to make no payment for invoices relating to work or expenses that are older than two (2) months prior to the date the relevant invoice is presented to the Company.
	3. No fees are payable for absence due to illness, or public or local holidays.
	4. Subject to clause 3.2, the Company may retain a sum up to and including the equivalent of two (2) weeks’ fees payable to the Contractor Company if the Consultant has left site or otherwise ceased or suspended work on the Services without first giving written notice to the Company as required by this Agreement.
	5. Payment by the Company shall be without prejudice to any claims or rights which the Company may have against the Contractor Company, and shall not constitute any admission by the Company as to the performance by the Contractor Company of its obligations under this Agreement. The Company shall be entitled to deduct from the fees (and any other sums) due to the Contractor Company any sums that the Contractor Company or the Consultant may owe to the Company at any time.
	6. The Company may offset against payments due to the Contractor Company any amounts due from the Contractor Company to any member of the Group.
1. **CONFIDENTIAL INFORMATION**
	1. The Contractor Company acknowledges that in the course of the Engagement it and the Consultant will have access to Confidential Information. The Contractor Company has therefore agreed to accept the restrictions in this clause 5.
	2. The Contractor Company shall not, and shall procure that the Consultant shall not (except in the proper course of the performance or provision of the Services), either during the Engagement or at any time after the Termination Date, use or disclose to any third party (and shall use its best endeavours to prevent the publication and disclosure of) any Confidential Information.
	3. This restriction does not apply to:
		1. any use or disclosure authorised in writing by the Company or required by law; or
		2. any information which is already in, or comes into, the public domain otherwise than through the Contractor Company's or the Consultant's unauthorised disclosure.
	4. At any stage during the Engagement, the Contractor Company will promptly on request return to the Company all and any Company Property in its or the Consultant's possession.
2. **INTELLECTUAL PROPERTY**
	1. The Contractor Company warrants to the Company that it has obtained from the Consultant a written and valid assignment of all existing and future Intellectual Property Rights in the Works and the Inventions and of all materials embodying such rights, and a written irrevocable waiver of all the Consultant's statutory moral rights in the Works, to the fullest extent permissible by law, and that the Consultant has agreed to hold on trust for the Contractor Company any such rights in which the legal title has not passed (or will not pass) to the Contractor Company. The Contractor Company agrees to provide to the Company a copy of this assignment on or before the date of this Agreement.
	2. The Contractor Company hereby assigns to the Company all existing and future Intellectual Property Rights in the Works and the Inventions, and all materials embodying those rights, to the fullest extent permitted by law. Insofar as they do not vest automatically by operation of law or under this Agreement, the Contractor Company holds legal title in these rights and inventions on trust for the Company.
	3. The Contractor Company undertakes to the Company:
		1. to notify to the Company in writing full details of all Inventions promptly on their creation;
		2. to keep confidential the details of all Inventions;
		3. whenever requested to do so by the Company and in any event on the termination of the Engagement, promptly to deliver to the Company all correspondence, documents, papers and records on all media (and all copies or abstracts of them), recording or relating to any part of the Works and the process of their creation which are in its or the Consultant's possession, custody or power;
		4. not to register nor attempt to register any of the Intellectual Property Rights in the Works, nor any of the Inventions, unless requested to do so by the Company; and
		5. to do all acts necessary to confirm that absolute title in all Intellectual Property Rights in the Works and the Inventions has passed, or will pass, to the Company,

and confirms that the Consultant has given written undertakings in the same terms to the Contractor Company.

* 1. The Contractor Company warrants to the Company that:
		1. it has not given and will not give permission to any third party to use any of the Works or the Inventions, nor any of the Intellectual Property Rights in the Works; and
		2. it is unaware of any use by any third party of any of the Works or Intellectual Property Rights in the Works,

and confirms that the Consultant has given written undertakings in the same terms to the Contractor Company.

* 1. The Contractor Company agrees to indemnify the Company and keep it indemnified at all times against all or any costs, claims, damages or expenses incurred by any member of the Group, or for which any member of the Group may become liable, with respect to any intellectual property infringement, claim or other claim relating to the Works or Inventions supplied by the Contractor Company to any member of the Group during the course of providing the Services. The Company may, at its option, satisfy such indemnity (in whole or in part) by way of deduction from any payments due to the Contractor Company.
	2. The Contractor Company acknowledges that no remuneration or compensation other than that expressly provided for in this Agreement is or may become due to the Contractor Company in respect of the performance of its obligations under this clause 6.
	3. The Contractor Company undertakes to execute all documents, make all applications, give all assistance and do all acts and things, at the expense of the Company and at any time either during or after the Engagement, as may, in the opinion of the Company, be necessary or desirable to vest the Intellectual Property Rights in, and register or obtain patents or registered designs in, the name of the Company and to defend the Group against claims that works embodying Intellectual Property Rights or Inventions infringe third party rights, and otherwise to protect and maintain the Intellectual Property Rights in the Works. The Contractor Company confirms that the Consultant has given written undertakings in the same terms to the Contractor Company.
	4. The Contractor Company irrevocably appoints the Company to be its attorney in its name and on its behalf to execute documents, use the Contractor Company's name and do all things which are necessary or desirable for the Company to obtain for itself or its nominee the full benefit of this clause 6. A certificate in writing, signed by any director or the secretary (if any) of the Company, that any instrument or act falls within the authority conferred by this Agreement shall be conclusive evidence that such is the case so far as any third party is concerned.
1. **TERMINATION**
	1. [This Agreement shall, unless terminated otherwise in accordance with this Agreement, terminate on [DATE].]
	2. Either party may terminate this Agreement by giving the other one (1) days’ notice in the first seven (7) days of the Agreement, or [NUMBER] weeks’ notice between days eight (8) and 30 of the Agreement.
	3. After the first 30 days, the Company may terminate this Agreement upon [NUMBER] week’s notice for any reason and the Contractor Company may terminate this Agreement upon [NUMBER] month[’s][s’] notice for any reason.
	4. The Company reserves the right to terminate this Agreement without notice and without compensation or payment in lieu of notice if:
		1. the Contractor Company and/or the Consultant fail(s) to submit to the Company’s security checks (**Security Checks**), including employment, financial probity, education references and criminal record checks;
		2. the Contractor Company and/or the Consultant provide any false information for the Security Checks;
		3. the Company is not satisfied with the results of the Security Checks;
		4. the Contractor Company and/or the Consultant commit a significant breach of any applicable site rules, regulations or policies;
		5. the Consultant’s security clearance or access to site is revoked or suspended; or

* + 1. the Contractor Company makes a resolution for its winding up, makes an arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for protection from its creditors or an administration or winding-up order is made or an administrator or receiver is appointed in relation to the Contractor Company.
	1. Without prejudice to any other right or remedy the Company may have, the Company may by notice in writing terminate this Agreement forthwith if the Consultant or Contractor Company shall:
		1. be in breach of any of the terms of this Agreement and, where the breach is capable of remedy, the Consultant or Contractor Company fail to remedy such breach within 10 Business Days after service of a written notice from the Company specifying the breach and requiring it to be remedied; or
		2. in the Company’s’ opinion, be incompetent, commit any act of gross or persistent unprofessional conduct and/or neglect or omit or perform the Services or any obligations under this Agreement; or
		3. after written notice from the Company, fail to carry out the Services reasonably and as properly required under this Agreement; or
		4. provide the Company with any false or misleading information with regard to its ability to perform the Services or its status as an independent business; or
		5. have done anything which brings or might reasonably be expected to bring the any member of the Group and/or its business into disrepute or otherwise damage other contractors, employees, agents, customers, other business associates or the general public (including committing an act of fraud or dishonesty, whether or not connected with the provision of the Services); or
		6. have a change in its management and/or control which is (in the Company’s opinion) any way prejudicial to the Company or the proper performance of and delivery of the Services, provided always that the Company may not terminate this Agreement solely by reason of the Consultant’s failure to provide the Services through illness or injury of the Consultant unless such illness or injury prevents the Consultant providing the Services to the Company for a consecutive period of one (1) week or more.
	2. The rights of the Company under this clause 7 are without prejudice to any other rights that it might have at law to terminate the Engagement or to accept any breach of this Agreement on the part of the Contractor Company as having brought the Agreement to an end. Any delay by the Company in exercising its rights to terminate shall not constitute a waiver of those rights.
	3. The termination of this Agreement, howsoever arising, will be without prejudice to the rights, obligations and liabilities of the parties accrued prior to termination. The provisions of this Agreement which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination.
1. **OBLIGATIONS ON TERMINATION**
	1. On the Termination Date, the Contractor Company shall, and shall procure that the Consultant shall:
		1. immediately deliver to the Company all Company Property which is in their possession or under their control;
		2. irretrievably delete any information relating to the business of the Group stored on any magnetic or optical disk or memory and all matter derived from such sources which is in its possession or under its control outside the premises of the Group; for the avoidance of doubt, the contact details of business contacts made during the Engagement are regarded as Confidential Information, and as such must be deleted from personal social or professional networking accounts; and
		3. provide a signed statement that they have complied fully with their obligations under this clause 8.
2. **STATUS**
	1. The relationship of the Contractor Company (and the Consultant) to the Company will be that of independent contractor and nothing in this Agreement shall render it (nor the Consultant) an employee, worker, agent or partner of the Company, and the Contractor Company shall not hold itself out as such and shall procure that the Consultant shall not hold themselves out as such.
	2. This Agreement constitutes a contract for the provision of services and not a contract of employment. Accordingly, the Contractor Company shall be fully responsible for and shall indemnify the Company (for itself and as trustee for each other member of the Group) for and in respect of:
		1. any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with either the performance of the Services or any payment or benefit received by the Consultant in respect of the Services, where such recovery is not prohibited by law. The Contractor Company shall further indemnify the Company (for itself and as trustee for each other member of the Group) against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by any member of the Group in connection with or in consequence of any such liability, deduction, contribution, assessment or claim; and
		2. any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Consultant or any Substitute against any member of the Group arising out of or in connection with the provision of the Services.
	3. The Company may at its option satisfy such indemnity (in whole or in part) by way of deduction from payments due to the Contractor Company.
	4. The Contractor Company warrants to the Company that:
		1. it is not, nor will it prior to the cessation of this Agreement become, a managed service company, within the meaning of section 61B of the Income Tax (Earnings and Pensions) Act 2003; and
		2. the Consultant is not an agency worker as defined under AWR 2010 and that AWR 2010 does not apply in relation to this Agreement.
	5. The Contractor Company shall indemnify and keep the Company against any losses the Company may suffer or incur as a result of any breach of a warranty in clause 9.4.
3. **TAX LEGISLATION**
	1. The Contractor Company shall, and shall ensure that the Consultant shall, at all times comply with their respective obligations under all applicable tax and National Insurance legislation.
	2. The Contractor Company shall indemnify the Company, for itself and as trustee for any Associated Company, for any liability, cost, claim, award or any other expense incurred by any of them arising out of a breach or alleged breach by the Contractor Company, the Consultant, the Company and/or any Associated Company of any/all applicable tax and National Insurance legislation in relation to the provision of Services by the Contractor Company and/or the Consultant.
	3. The Contractor Company will, within five (5) days of receiving a written request from the Company, provide to it any information which the Company may request in connection with the Contractor Company’s and/or the Consultant’s compliance with all applicable tax and National Insurance legislation and to allow the Company to comply with “Intermediary Reporting” regulation and all other applicable legislation, including details relating to PAYE and National Insurance compliance.

1. **NOTICES**
	1. Any notice shall be duly served hereunder, in the case of the Company if it is sent by recorded, first class post to the Company at its registered office for the time being, and in the case of the Contractor Company it is sent by recorded, first class post to its address specified in this Agreement or such other address as it may notify to the Company in accordance with this clause 11.1.
	2. Any notice given in accordance with clause 11.1 shall be deemed to have been received at 10:00 on the second Business Day after posting or (if different) at the time recorded by the delivery service.
2. **ENTIRE AGREEMENT**
	1. This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.
	2. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.
	3. Nothing in this clause shall limit or exclude any liability for fraud.
3. **VARIATION**

No variation to or alteration of the terms of this Agreement shall have effect unless in writing signed by the Contractor Company and a duly authorised representative of the Company.

1. **HEALTH & SAFETY**

The Contractor Company will, in accordance with the appropriate contract conditions, ensure that any activity is carried out in compliance with the Health and Safety at Work Act 1974 and all regulations/codes of practice and guidance notes made thereunder, and all health and safety statements and guidance notes applicable to locations relating to the Company’s and its clients’ businesses.

1. **INSURANCE AND LIABILITY**
	1. The Contractor Company shall have liability for, and shall indemnify the Company against, any loss, liability, costs (including reasonable legal costs), damages or expenses arising from the provision of the Services and shall accordingly maintain in force during the Engagement full and comprehensive Insurance Policies.
	2. The Contractor Company shall ensure that the Insurance Policies are taken out with reputable insurers acceptable to the Company and that the level of cover and other terms of insurance are acceptable to and agreed in writing by the Company.
	3. The Contractor Company shall, on request, supply to the Company copies of the Insurance Policies and evidence that the relevant premiums have been paid.
	4. The Contractor Company shall notify their insurers of the Company's interest and shall cause the interest to be noted on the Insurance Policies.
	5. The Contractor Company shall comply (and shall procure that the Consultant complies) with all terms and conditions of the Insurance Policies at all times. If cover under the Insurance Policies shall lapse or not be renewed or be changed in any material way or if the Contractor Company is aware of any reason why the cover under the Insurance Policies may lapse or not be renewed or be changed in any material way, the Contractor Company shall notify the Company without delay.
2. **RESTRICTIVE COVENANTS**
	1. The Contractor Company undertakes to the Company that neither it nor the Consultant will, for the period of [NUMBER] months from the Termination Date without the prior written consent of the Company, either alone or jointly with or on behalf of any person, directly or indirectly:
		1. solicit or entice away or endeavour to solicit or entice away from the Group any person who at the Termination Date is employed or engaged by any member of the Group and (i) is an employee or service provider with whom the Contractor Company and/or the Consultant has had material contact during the Engagement or (ii) is directly managed by or reports to the Contractor Company and/or the Consultant (in either case, whether or not such person would commit a breach of contract by so doing);
		2. in connection with the carrying on of any business in competition with the any member of the Group, canvass, solicit or approach or cause to be canvassed or solicited or approached for orders in respect of any services provided and/or any goods sold by any member of the Group any person who at the Termination Date or at any time during the period of 12 months prior to that date is or was a customer or client of any member of the Group with whom the Contractor Company and/or the Consultant shall have had dealings during the Engagement;
		3. in connection with the carrying on of any business in competition with any member of the Group, do business with any person who or which has at any time during the period of 12 months immediately preceding the Termination Date done business with any member of the Group as customer or client and with whom or which the Contractor Company and/or the Consultant shall have had dealings during the Engagement.
3. **DATA PROTECTION**
	1. The Contractor Company shall procure that the Consultant consents to the Company holding and processing data relating to them for legal, personnel, administrative and management purposes and in particular to the processing of any "sensitive personal data" (as defined in the Data Protection Act 1998) relating to the Consultant including, as appropriate:
		1. information about the Consultant's physical or mental health or condition, in order to monitor sickness absence;
		2. the Consultant's racial or ethnic origin or religious or similar beliefs, in order to monitor compliance with equal opportunities legislation; and
		3. information relating to any criminal proceedings in which the Consultant has been involved for insurance purposes and in order to comply with legal requirements and obligations to third parties.
	2. The Contractor Company consents (and shall procure that the Consultant consents) to the Company making such information available to any Associated Company and those who provide products or services to the Company and any Associated Company, such as advisers, regulatory authorities, governmental or quasi-governmental organisations and potential purchasers of any member of the Group or any part of its business.
	3. The Contractor Company consents (and shall procure that the Consultant consents) to the transfer of such information to any member of the Group’s business contacts outside the European Economic Area in order to further their business interests.
	4. The Contractor Company shall comply, and shall procure that the Consultant shall comply, with the any data protection policies of the Company and its relevant obligations under the Data Protection Laws and associated codes of practice when processing personal data relating to any employee, worker, customer, client, supplier or agent of any member of the Group.
4. **ASSIGNMENT AND OTHER DEALINGS**

Neither party shall assign, transfer, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights or obligations under this Agreement without the prior written consent of the other party.

1. **NO PARTNERSHIP OR AGENCY**

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of the party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

1. **COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which, when executed, shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

1. **NO MUTUALITY OF OBLIGATION**

The Company is under no obligation to offer further contracts to the Contractor Company, nor is the Contractor Company under obligation to accept such contracts if offered. The Contractor Company is not obliged to make its services available, except for the performance of its obligations under this Agreement. Both parties agree and intend that there be no mutuality of obligations either during or following the Engagement, whatsoever.

1. **THIRD PARTY RIGHTS**

Except as expressly provided elsewhere in this Agreement, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any other person.

1. **DISPUTE RESOLUTION AND GOVERNING LAW**
	1. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules (or their successor rules from time to time), which Rules are deemed to be incorporated by reference into this clause 23.
	2. The number of arbitrators shall be one.
	3. The seat, or legal place, of arbitration shall be London.
	4. The governing law of this Agreement shall be the substantive law of England and Wales.

**ENGAGEMENT SCHEDULE**

|  |  |
| --- | --- |
| **CONTRACT/PROJECT NUMBER**  | [..................................]  |
| **CLIENT NAME**  | [................................. ]  |
| **CONTACT AT CLIENT**  | [..................................]  |
| **SERVICES** | As described in the following Schedule. |
| **LOCATION OF SERVICES**  | [..................................] |
| **CONTRACTOR COMPANY**  | [..................................]  |
| **CONSULTANT**  | [..................................] |
| **SERVICE FEE** | [..................................] |
| **START DATE** | [..................................] |
| **END DATE** | [..................................] |
| **ON-BOARDING DOCUMENTS**  | [..................................] |
| **SPECIAL CONDITIONS**  | [..................................] |
| **Signed by the parties:** |  |
| **On behalf of the Company:** | **On behalf of the Contractor Company:** |
| Name:  | Name:  |
| Title:  | Title:  |
| Signed:  | Signed:  |
| Date:  | Date:  |

**SERVICES SCHEDULE**

[DESCRIPTION OF SERVICES]