

Consultancy Agreement UK

Governed by English Contract Law · Copyright, Designs and Patents Act 1988
Income Tax (Earnings and Pensions) Act 2003 (IR35) · Data Protection Act 2018 / UK GDPR

This Consultancy Agreement ("Agreement") is made on this _____ [Date] between:

Client:

of _____
(company number: _____)
and

Consultant:

of _____
(company number: _____)

Each a "Party" and together the "Parties".

1. Engagement of Services

- 1.1 The Client engages the Consultant to provide the services described in Schedule 1 ("Services"), and the Consultant agrees to provide such Services on the terms set out in this Agreement.
- 1.2 The Consultant shall act as an independent contractor, and nothing in this Agreement shall create an employment relationship, agency, or partnership between the Parties.

2. Term

- 2.1 This Agreement shall commence on _____ and shall continue until _____ [End date or state "terminated in accordance with clause 7"].

3. Fees and Payment

- 3.1 The Client shall pay the Consultant a fee of £_____ for the Services, payable _____ [e.g. weekly/monthly/upon completion].
- 3.2 Payment shall be made within _____ days of receipt of a valid invoice from the Consultant.
- 3.3 The Consultant shall be solely responsible for all taxes, National Insurance contributions, and any other statutory deductions arising from payments made under this Agreement.

4. Consultant Obligations

- 4.1 The Consultant shall perform the Services with reasonable care, skill, and diligence in accordance with good industry practice.
- 4.2 The Consultant shall devote such time and attention as is reasonably necessary for the proper performance of the Services.

5. Confidentiality

- 5.1 The Consultant shall keep confidential all information relating to the Client's business, affairs, clients, or suppliers, except as required by law or with the Client's prior written consent.
- 5.2 This clause shall survive the termination of this Agreement.

6. Intellectual Property

- 6.1 All intellectual property rights in materials created by the Consultant specifically for the Client in

connection with the Services shall vest in the Client upon full payment of fees. Any such assignment of copyright is effected in writing pursuant to section 90 of the Copyright, Designs and Patents Act 1988.

6.2 The Consultant shall provide all reasonable assistance necessary to enable the Client to secure such rights.

7. Termination

7.1 Either Party may terminate this Agreement by giving _____ written notice to the other Party.

7.2 The Client may terminate this Agreement with immediate effect if the Consultant commits a material breach and fails to remedy it within _____ days of written notice.

8. Liability

8.1 The Consultant shall not be liable for any indirect, consequential, or special loss or damage arising under this Agreement. The Consultant's total liability shall not exceed the total fees paid under this Agreement.

8.2 Nothing in this Agreement limits or excludes liability for death or personal injury caused by negligence, or for fraud or fraudulent misrepresentation.

9. Non-Exclusivity

9.1 Nothing in this Agreement shall prevent the Consultant from providing services to other clients, provided that such services do not create a conflict of interest or breach this Agreement.

10. Entire Agreement

10.1 This Agreement constitutes the entire agreement between the Parties and supersedes any prior understandings or agreements relating to the subject matter.

10.2 Any amendment to this Agreement must be in writing and signed by both Parties.

11. Governing Law and Jurisdiction

11.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

11.2 The Parties submit to the exclusive jurisdiction of the courts of England and Wales.

Schedule 1 – Description of Services

Signed by the Parties

Signed for and on behalf of the Client:

Signature: _____

Name: _____

Position: _____

Date: _____

Signed by the Consultant:

Signature: _____

Name: _____

Position (if company): _____

Date: _____