

Specialists in **Creative** **Placemaking**

*Helping your find your place – in your place*

Dear [CONSULTANT'S NAME]

Consultancy agreement

We are writing to confirm the terms of our agreement concerning the provision of your consultancy services to Interwoven Productions CIC (Client).

1. Term
   1. You shall provide your services to the Client from (**the Commencement Date**) until terminated in accordance with clause 7.
   2. **Duties**
   3. You shall use your best endeavours to promote the interests of the Client, carry out the Services for the Client and deliver the Deliverables.
   4. Those Services shall be carried out in accordance with the Specification annexed and time shall be of the essence in relation to any express dates set out in the Project Schedule.
   5. If you are unable to provide the Services due to illness or injury you shall notify JoJo Spinks as soon as reasonably practicable.
   6. You must comply with our organisation policies delivered to you.
   7. With our prior written approval, you may appoint a suitably qualified substitute to perform the Services on your behalf, provided that the substitute shall be required to enter into direct undertakings with the Client, including with regard to confidentiality. We will continue to pay you your fee as provided in clause 2.1 below and you shall be responsible for the remuneration of (and any expenses incurred by) the substitute. You will not be paid for any period during which neither you nor any substitute provides the Services. For the avoidance of doubt, you will continue to be subject to all duties and obligations under this agreement for the duration of the appointment of the substitute.
   8. If a Substitute is appointed, the provisions relating to sub-processor obligations under clause 4 will apply.
   9. You shall ensure that you are available at all times on reasonable notice to provide such assistance or information as the Client may require.
   10. You have no authority (and shall not hold yourself out as having authority) to bind the Client, unless we have specifically permitted this in writing in advance.
   11. You must comply with our anti-corruption and bribery policy and procedures **and** the Bribery Act 2010. Failure to do so may result in the immediate termination of this agreement.
   12. You must not engage in any activity, practice or conduct which would constitute either a UK tax evasion facilitation offence or a foreign tax evasion facilitation offence under the *Criminal Finances Act 2017*. Failure to do so may result in the immediate termination of this agreement.
2. Fees and expenses
   1. The Client shall pay you the fees set out in the Specification (**Fee**) following the receipt of appropriate invoices from you, in each case giving details of:
      1. the Services provided and/or the Deliverable achieved to the satisfaction of the Client in accordance with the Specification,
      2. the dates on which the Services were provided and/or the Deliverable signed-off by the Client; and
      3. and the amount of the fee payable (plus VAT, if applicable) for the achievement of the Deliverable.
   2. The Client will pay such invoices in accordance with its usual payment terms.
   3. The Client shall reimburse those expenses agreed in advance as necessary for the proper performance of the Services within 28 days of receipt of your invoice and all relevant receipts.
   4. We are entitled to deduct from any sums payable to you any sums that you may owe the Client at any time.
3. Confidential information and Client property
   1. You shall not use or disclose to any person either during or at any time after your engagement by the Client any confidential information about the business or affairs of the Client or any of its business contacts, or about any other confidential matters which may come to your knowledge in the course of providing the Services. For the purposes of this clause 3, confidential information means any information or matter which is not in the public domain and which relates to the affairs of the Client or any of its business contacts.
   2. The restriction in clause 3.1 does not apply to:
      1. any use or disclosure authorised by the Client or as required by law; or
      2. any information which is already in, or comes into, the public domain otherwise than through your unauthorised disclosure.
   3. All documents, manuals, hardware and software provided for your use by the Client, and any data or documents (including copies) produced, maintained or stored on the Client's computer systems or other electronic equipment (including mobile phones if provided by the Client), remain the property of the Client.
4. Data protection
   1. The Client will collect and process information relating to you in accordance with the privacy notice which is annexed to this Agreement.
   2. For the purposes of this clause, Data Protection Legislation includes the General Data Protection Regulation (EU) 2016/679) (GDPR) and any national implementing laws, regulations and secondary legislation including the Data Protection Act 2018 (DPA 2018) relating to data protection and privacy, as amended or updated from time to time, in the UK, as well as any successor legislation to the GDPR and DPA 2018.
   3. You and the Client acknowledge that for the purposes of the Data Protection Legislation, the Client is the data controller and you are the data processor.
   4. You shall, in relation to any Personal Data processed:
      1. Process that Personal Data only on written instructions of the Client
      2. Keep the Personal Data confidential
      3. Comply with the Client's reasonable instructions with respect to processing Personal Data and with the Client's Data protection policy.
      4. Assist the Client in responding to any data subject access request and to ensure compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, privacy impact assessments and consultations with supervisory authorities or regulators.
      5. Notify the Client without undue delay on becoming aware of a Personal Data breach or communication which relates to your or the Client's compliance with the Data Protection Legislation
      6. At the written request of the Client, delete or return Personal Data and any copies thereof to the Client on termination of this agreement unless required by the Data Protection Legislation to store the Personal Data.
      7. Maintain complete and accurate records and information to demonstrate compliance with this clause 4 and allow for audits by the Client or the Client's designated auditor.
   5. You shall ensure that you have in place appropriate technical or organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures.
   6. The Client agrees that any substitute appointed under clause 1.7 is a third-party processor of Personal Data under this agreement. You confirm that you will enter into a written agreement, which incorporates terms which are substantially similar to those set out in this clause 4, with any such substitute. You shall remain fully liable for all acts or omissions of any third-party processor appointed by you pursuant to this clause 4.
   7. You shall have personal liability for and shall indemnify the Client for any loss, liability, costs (including legal costs), damages, or expenses resulting from any breach by you or a substitute engaged by you of the Data Protection Legislation, and shall maintain in force full and comprehensive insurance policies to cover such liability.
5. Intellectual property
   1. You hereby assign to the Client all existing and future intellectual property rights (including, without limitation, patents, copyright, design and related rights) and inventions in the Deliverables or otherwise arising from the Services for the Client. You agree promptly to execute all documents and do all acts as may, in the opinion of the Client, be necessary to give effect to this clause 5.
   2. You hereby irrevocably waive all moral rights under the Copyright, Designs and Patents Act 1988 (and all similar rights in other jurisdictions) which you have or will have in any existing or future works.
   3. Except for the limited, non-exclusive license to use materials provided by Client as may be necessary in order to perform Services, you are granted no right, title, or interest in any of the Client’s Intellectual Property.
6. Insurance and liability

You shall have personal liability for and shall indemnify the Client for any loss, liability, costs (including reasonable legal costs), damages or expenses arising from the provision of the Services and shall maintain in force during the period of this agreement adequate insurance cover with reputable insurers acceptable to the Client.

1. Termination
   1. This agreement shall automatically terminate upon completion of the Services and acceptance of all Deliverables by the Client.
   2. The Client may immediately terminate this Agreement at any time without notice and without giving any reason for such termination.
   3. You may terminate this Agreement by giving 30 days’ notice, subject to it being reasonable for you to do so.
   4. Upon termination you shall promptly return to Client:
      * 1. all materials and or tools provided by Client under this Contract;
        2. all Confidential Information provided by Client to you;
        3. all Intellectual Property owned by the Client including but not limited to the Deliverables.
2. Obligations on termination

Any Client property in your possession and any original or copy documents obtained by you in the course of providing the Services shall be returned to JoJo Spinks at any time on request and in any event on or before the termination of this agreement. Subject to the Client's data retention guidelines, you also undertake to irretrievably delete any information relating to the business of the Client stored on any magnetic or optical disk or memory, and all matter derived from such sources which is in your possession or under your control outside the premises of the Client. This obligation includes requiring any substitute to delete such data where applicable.

1. Status
   1. You will be an independent contractor and nothing in this agreement shall render you an employee, worker, agent or partner of the Client and you shall not hold yourself out as such.
   2. You shall be fully responsible for and indemnify the Client against any liability, assessment or claim for:
      1. taxation whatsoever arising from or made in connection with the performance of the Services, where such recovery is not prohibited by law; and
      2. any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by you or any substitute against the Client arising out of or in connection with the provision of the Services, except where such claim is as a result of any act or omission of the Client.

The Client may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to you.

1. Entire Agreement

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.

1. Variation

This agreement may only be varied by a document signed by both you and the Client.

1. Force Majeure

Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for one month, the party not affected may immediately terminate this agreement.

1. Third party rights

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement and no person other than you and the Client shall have any rights under it. The terms of this agreement or any of them may be varied, amended or modified or this agreement may be suspended, cancelled or terminated by agreement in writing between the parties or this agreement may be rescinded (in each case), without the consent of any third party.

1. Governing law

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

1. Jurisdiction

The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

Please acknowledge receipt of this letter and acceptance of its terms by signing, dating and returning the enclosed copy.

Yours sincerely,

|  |
| --- |
| ................................................................ |
| JoJo Spinks |
| For and on behalf of |
| Interwoven Productions CIC |
|  |
| I hereby acknowledge receipt and accept the contents of this letter. |
|  |
| Signed ..................................................... |
| Name: ..................................................... |
|  |
| Date ........................................................ |

Specification

|  |
| --- |
| Project overview |
| Description of the Services |
| Deliverables |
| Project Schedule |
| Pricing/Rates |