# Consultancy Agreement

1. **Introduction and Definitions:**

This Agreement is between [Name of Client and Address] (herein after called [Name of Client and Address] and [Name of Client and Address] (herein after called 'the Consultant').

The Agreement will be in accordance with the following Terms and Conditions unless and until an alternative is specifically agreed between the Parties.

1. **Commencement date and duration of the Agreement:**

This Agreement will commence on [Date] .The Agreement shall continue unless and until terminated as provided by the terms of this agreement; or by either party giving to the other not less than four weeks' prior written notice.

1. **Purpose of the Agreement:**

The purpose of the Agreement is to set out the terms under which the Consultant will provide services to the [Name of Client and Address]

The services that the Consultant will provide is that of [Name of Client and Address]. Further details of the services are set out in the schedule to this agreement ("the Services"). The Consultant will provide the Services with care, skill and ability.

1. **Fees and expenses:**

Fees for the Agreement will be as follows: [INSERT]. Where necessary, VAT will be added at the appropriate rate. Where appropriate, travel, subsistence and other expenses will be paid at cost and in accordance with arrangements specifically agreed, in advance, with the Consultant.

1. **Invoices and payment:**

Unless specifically agreed otherwise, invoices will be submitted monthly by the Consultant and payment made within 30 days. The invoices submitted should give details of the [hours OR days] the Consultant or any Substitute has worked during the month, the Services provided and the amount of the fee payable (plus VAT, if applicable) for the Services during that month.

1. **Substitutes:**

If the Consultant is unable to provide the Services s/he should advise the Company of that fact as soon as reasonably practicable. No fee shall be payable in respect of any period during which Services are not provided.

With prior written approval from [Name of Client and Address], the Consultant may appoint a suitably qualified and skilled substitute to perform the Services on his/her behalf. If the substitute is accepted the Consultant shall continue to invoice the Company and shall be responsible for the remuneration of the substitute.

1. **Authority:**

Unless expressly stated otherwise, the Consultant does not have any authority to incur any expenditure in the name of [Name of Client and Address] and does not have authority to bind the organisation and hereby agrees not to hold him/herself out as having such authority.

1. **Health and Safety and other relevant policies:**

The Consultant is expected to comply with all health and safety procedures, safeguarding procedures and all other similar procedures from time to time in force at the premises where the Services are provided.

The Consultant shall comply with all the [Name of Client and Address] policies that are deemed relevant to his/her appointment and which are provided by the [Name of Client and Address] from time to time.

1. **Taxation:**

The relationship of the Consultant to the[Name of Client and Address] will be that of independent contractor and nothing in this agreement shall render him/her an employee, worker, agent or partner of the [Name of Client and Address] and the Consultant shall not hold herself out as such.

The Consultant is a self-employed person responsible for taxation and National Insurance or similar liabilities or contributions in respect of the fees and the Consultant will indemnify [Name of Client and Address] against all liability for the same and any costs, claims or expenses including interest and penalties.

1. **Confidentiality:**

In the course of the agreement the Consultant may have access to Confidential Information. The Consultant will not divulge to third parties matters confidential to[Name of Client and Address] (whether or not covered by this Agreement) without explicit permission.

## This restriction does not apply to any use or disclosure authorised by the Company or required by law; or any information which is already in, or comes into, the public domain otherwise than through the Consultant's unauthorised disclosure.

## Except where specifically agreed otherwise, all material, data and information collected during the course of the [Name of Client and Address] Agreement will remain in the possession of ] and will not be used without their permission.

"Confidential Information" is information in whatever form (including without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, affairs, employees, officers , finances, ordained ministers and members of the congregation and fellowship of the [Name of Client and Address] , for the time being confidential to the [Name of Client and Address] including (but not limited to) information that the Consultant creates, develops, receives or obtains in connection with her appointment under this agreement, whether or not such information (if in anything other than oral form) is marked confidential.

# Data protection:

# In accordance with the General Data Protection Regulations (GDPR) we will collect, process and store some of the Consultant’s personal data. Details of the types of data, purpose and legal basis for processing the data can be found in the attached Privacy Notice. The Consultant should read and familiarise himself with the Privacy Notice and our Data Protection Policy, which can be found in [location]

1. **Publication of material:**

Any services provided by the Consultant under this Agreement shall be the sole property of [Name of Client and Address] and all intellectual property and all other property rights in those deliverables shall vest in the[Name of Client and Address]. “Intellectual Property” includes letters, patent trademarks whether registered or unregistered, registered or unregistered designs, utility models, copyrights including design copyrights applications for any of the foregoing and the right to apply for them in any part of the world, discoveries, creations, inventions or improvements upon or additions to an invention, confidential information, know-how and any research effort relating to any of the above mentioned business names whether registerable or not moral rights and any similar rights in any country.

The Consultant hereby assigns to the [Name of Client and Address] all existing and future Intellectual Property Rights in any Intellectual Property and all materials embodying these rights to the fullest extent permitted by law. Insofar as they do not vest automatically by operation of law or under this agreement, the Consultant holds legal title in these rights and inventions on trust for the[Name of Client and Address].

1. **Restrictions:**

Nothing in this agreement shall prevent the Consultant from being engaged, concerned or having any financial interest in any capacity in any other business, trade, profession or occupation during this agreement provided that:

1. such activity does not cause a breach of any of the Consultant's obligations under this agreement;
2. the Consultant shall not engage in any such activity where there is a real, potential or perceived conflict of interest between his/her obligations to the [Name of Client and Address] without the prior written consent of the[Name of Client and Address]; and
3. the Consultant shall alert the [Name of Client and Address] to any activity that may breach his/her obligations under a) and b) above immediately and shall give priority to the provision of the Services to the [Name of Client and Address] over any other business activities undertaken by the Consultant during the course of his/her appointment under this agreement.

# Insurance and liability:

# The Consultant shall have personal liability for and shall indemnify the [Name of Client and Address] for any loss, liability, costs, damages or expenses arising from any breach by the Consultant or a substitute engaged by the Consultant including any negligent or reckless act, omission or default in the provision of the Services and shall accordingly maintain in force during the agreement a full and comprehensive Insurance Policy.

1. **Other conditions:**

Any other conditions, including variations to the terms set out above, shall be included as an Appendix to this Agreement. No variation of this agreement or of any of the documents referred to in it shall be valid unless it is in writing and signed by or on behalf of each of the parties.

1. **Termination**

Notwithstanding the provisions of clause 2, the [Name of Client and Address] may terminate this agreement with immediate effect with no liability to make any further payment to the Consultant (other than in respect of amounts accrued before the Termination Date) if at any time the Consultant:

1. commits a material breach of this agreement;
2. commits any serious or repeated breach or non-observance of any of the provisions of this agreement;
3. is convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed);
4. is in the reasonable opinion of the [Name of Client and Address] negligent or incompetent in the performance of the Services;
5. is incapacitated (including by reason of illness or accident) from providing the Services for an aggregate period of 26 days in any 52-week consecutive period;
6. commits any fraud or dishonesty or acts in any manner which in the opinion of the [Name of Client and Address] brings or is likely to bring the Consultant or the [Name of Client and Address] into disrepute or is materially adverse to the interests of the[Name of Client and Address]; or
7. commits any breach of the Client's policies and procedures.
8. **Obligations on termination**

On the Termination Date the Consultant shall:

1. immediately deliver to the[Name of Client and Address] all [Name of Client and Address] property in her possession or under her control; and
2. irretrievably delete any information relating to the business of the[Name of Client and Address] stored on any magnetic or optical disk or memory and all matter derived from such sources which is in her possession or under her control outside the premises of the [Name of Client and Address].

For \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Organisation)
Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Designation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For the Consultant
Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Designation: \_\_

**Schedule**

**The Services**