

CONSULTING SERVICES AGREEMENT

Location: _____ Date: _____

Parties:

Consultant Name: _____

Consultant Address: _____

Client Name: _____

Client Address: _____

1. ENGAGEMENT

The Client hereby engages the Consultant to provide consulting services as described in this Agreement, and the Consultant accepts such engagement subject to the terms and conditions set forth herein.

2. SERVICES

The Consultant shall perform the services (the "Services") specified in the attached Schedule A or as otherwise agreed in writing by the Parties. The Consultant shall exercise reasonable skill, care, and diligence in the performance of the Services in accordance with applicable professional standards.

3. TERM

This Agreement shall commence on the date of execution by both Parties and shall continue until completion of the Services or earlier termination in accordance with the provisions herein.

4. FEES AND PAYMENT

The Client shall pay the Consultant fees as set forth in Schedule B attached hereto or as otherwise agreed in writing. Invoices shall be submitted by the Consultant and paid by the Client within 30 days of receipt. Late payments may incur interest at the statutory rate applicable in England and Wales.

5. EXPENSES

The Client shall reimburse the Consultant for all reasonable and pre-approved out-of-pocket expenses properly incurred in connection with the performance of the Services. Such expenses shall be invoiced separately with supporting documentation.

6. CONFIDENTIALITY

Each Party agrees to keep confidential all information disclosed by the other Party that is marked confidential or that ought reasonably to be considered confidential ('Confidential Information'), and shall not disclose it to any third party without prior written consent, except as required by law or regulation.

7. INTELLECTUAL PROPERTY

Unless otherwise agreed, any intellectual property created by the Consultant in performance of the Services shall belong to the Client upon full payment of fees. The Consultant grants the Client a perpetual, royalty-free, worldwide license to use any pre-existing intellectual property incorporated into the deliverables.

8. WARRANTIES AND LIABILITY

The Consultant warrants that the Services will be performed with reasonable skill and care. To the fullest extent permitted by law, the Consultant's liability arising out of or in connection with this Agreement shall be limited to the total fees paid by the Client. Neither Party shall be liable for consequential or indirect damages.

9. INDEPENDENT CONTRACTOR

The Consultant is an independent contractor and nothing in this Agreement shall create an employer-employee, partnership, or joint venture relationship. The Consultant is responsible for payment of all taxes and statutory contributions arising from fees paid under this Agreement.

10. TERMINATION

Either Party may terminate this Agreement by written notice if the other Party breaches any material term and fails to remedy such breach within 14 days of notice. Upon termination, the Client shall pay the Consultant for all Services performed and expenses incurred up to the termination date.

11. DATA PROTECTION

Each Party shall comply with all applicable data protection laws, including the UK GDPR and Data Protection Act 2018, in relation to any personal data processed in connection with this Agreement.

12. ASSIGNMENT

Neither Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party, except to a successor in interest in connection with a merger or sale of all or substantially all assets.

13. ENTIRE AGREEMENT

This Agreement, including any schedules or attachments, constitutes the entire agreement between the Parties relating to its subject matter and supersedes all prior agreements or understandings, whether written or oral.

14. AMENDMENTS

No amendment or modification of this Agreement shall be valid unless in writing and signed by duly authorized representatives of both Parties.

15. GOVERNING LAW AND JURISDICTION

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

agree to submit to the exclusive jurisdiction of the courts of England and Wales in respect of any dispute arising out of or in connection with this Agreement.

16. NOTICES

All notices under this Agreement shall be in writing and delivered by hand, sent by pre-paid post or email to the addresses of the Parties set forth above or as otherwise notified in writing.

CONSULTANT'S SIGNATURE

CLIENT'S SIGNATURE

Signature: _____

Signature: _____

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