**CONTRACT FOR SERVICES BETWEEN:**

***<<Consultancy>> - <<Agent>>***

NB Use of <<.…>> indicates wordings that are variable or optional

and which need to be modified or deleted as appropriate.

**SCHEDULE of SERVICES**

**Agreement dated:** <<Date>>

**Agreement number:** <<Agreement Number>>

**BETWEEN:**

**EMPLOYMENT BUSINESS** <<Agency Limited>>

**&** **CONSULTANCY:** <<Ltd Company Name>>

**Client:** <<Client Name>>

**Address:** <<Client Address>>

**Commencement date:** <<Start Date>>

**Expected completion date:** <<Expected End Date>>

**The total price for this contract is** <<Estimated Contract Value>>

**estimated to be (excluding VAT):**

**Location of Working:** As determined by the Consultancy and agreed with the Client.

**The hourly rate which will apply** <<Invoice Rate>>

**(excluding VAT) is:**

**Invoicing frequency:** <<Consultancy Invoice Frequency>>

**Description of consultancy services:** <<Add description of project or services to be supplied>>

They can be set out here or in separate schedule>>

**Equipment required:** <Add details of any equipment you are providing>>

**Insurance Requirements:** <<Add details of insurances required such as professional indemnity>>

**Notice Period for early Termination:**

**By Client:**

**By Consultancy:** <<Both parties should have equal rights of termination, the notice period should be as short as possible and ideally not exceed 30 days>>

**THIS CONSULTANCY AGREEMENT made on** <<Date>>

**AGREEMENT NUMBER:** <<Agreement Number>>

**BETWEEN**

(1) <<Ltd Company Name>> registered in England under Number <<….>> of << Address>> (“the Consultancy”).

(2) <<Agency Limited>> registered in England under Number <<….>> of << Address>> (“the

Employment Business”)

**WHEREAS**

(A) The Consultancy carries on the business of the provision of consultancy services relating to the services (“the Consultancy Services”) specified in the attached Schedule (“the Schedule”).

(B) The Employment Business has requested the Consultancy and the Consultancy has agreed with the Employment Business, to provide the Consultancy Services on the terms of and subject to the conditions of this agreement (“the Agreement”).

**IT IS AGREED** as follows:-

**1 INTERPRETATION AND DEFINITIONS**

1.1 Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine, and vice versa.

1.2 The headings contained in the Agreement are for convenience only and do not affect their interpretation.

## 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.

## The Schedule forms 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 Schedule.

1.5 The following definitions apply in this Agreement:

**“Client”** means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 2006 requiring the services of the Consultancy and identified in the Schedule.

**2 CONSULTANCY**

2.1 The Consultancy's obligation to provide the Consultancy Services shall be performed by one or more Workers of the Consultancy as the Consultancy may consider appropriate (“the Workers”), subject to the Employment Business and the Client being reasonably satisfied that the Workers have the required skills, qualifications and resources to provide the Consultancy Services to the required standard.

2.2 The Consultancy has the right, at its own expense, to enlist additional or substitute Workers in the performance of the Consultancy Services or may, sub-contract all or part of the Consultancy Services, provided that the Consultancy provides details, whenever requested to do so, of the substitute or sub contractor, ahead of the planned substitution and subject to the Employment Business and the Client being reasonably satisfied that such additional Workers or any such sub-contractor has the required skills, qualifications, resources and personnel to provide the Consultancy Services to the required standard.

2.3 Where the Consultancy provides a substitute or sub-contracts all or part of the Consultancy Services pursuant to clause 2.2 above, the Consultancy shall be responsible for paying the substitute or sub contractor and shall ensure that any agreement between the Consultancy and any such substitute or sub-contractor shall contain obligations which correspond to the obligations of the Consultancy under the terms of this Agreement and the Consultancy shall remain responsible for the acts or omissions of any such substitute or sub-contractor.

2.4 The Consultancy shall take all reasonable steps to avoid any unplanned changes of Workers assigned to the performance of the Consultancy Services but if the Consultancy is unable for any reason to perform the Consultancy Services the Consultancy should inform the Employment Business as soon as reasonably practicable on the first day of unavailability and in such case shall provide a substitute subject to the provisions of clause 2.2.

2.5 In the event that the Consultancy is unable to supply either the original personnel or acceptable substitutes or sub-contractors <<for a period of one week or more>> then the Employment Business is entitled to terminate this Agreement forthwith upon written notice.

2.6 The Schedule shall specify the Client, the fee payable by the Employment Business and such disbursements as may be agreed, and any other relevant information.

2.7 The Employment Business and the Client acknowledge and accept that the Consultancy is in business on its own account and the Consultancy shall be entitled to seek, apply for, accept and perform contracts to supply its services to any third party during the term of this Agreement.

**3 THE CONTRACT**

3.1 This Agreement governs the performance of the Consultancy Services by the Consultancy for the Client. In addition the terms of clause 2 above reflect in all material respects the terms of any related contract between the Employment Business and the Client.

3.2 The Consultancy shall not be required to provide any advice and assistance in addition to the Consultancy Services and any requests to provide such additional advice and assistance shall be subject to the prior written approval of the Consultancy (at its sole discretion) and agreement between the Consultancy and the Client as to the level of fees payable for such additional advice and assistance. In the event that such additional advice and assistance is agreed, the Consultancy must notify the Employment Business of the terms upon which such additional services will be provided including details of any new fee arrangements in order that the fee arrangement between the Consultancy and Employment Business as set out in the Schedule may be adjusted accordingly and agreed before provision of such additional services begins.

3.3 No variation or alteration of these terms shall be valid unless approved by the Employment Business and the Consultant in writing except where changes to the Consultancy Services are necessary to comply with applicable safety and other statutory or regulatory requirements, in which case the Consultancy may make such necessary changes without prior notification to the Client or the Employment Business.

**4 UNDERTAKING OF THE CONSULTANCY**

4.1 The Consultancy warrants to the Employment Business and the Client that by entering into and performing its obligations under this Agreement it will not thereby be in breach of any obligation which it owes to any third party.

4.2 The Workers have valid and subsisting leave to live, work and remain lawfully in the United Kingdom for the duration of this Agreement.

4.3 <<The Consultancy and its Workers have agreed to opt out of the Conduct Regulations and have signed an agreement to that effect and as such understand that none of the Conduct Regulations apply to this Agreement. Further the Consultancy warrants that it will only supply consultants to perform the Services who have opted out of the Conduct Regulations and further that any person to whom performance of the Services are assigned or sub-contracted has opted out of the Conduct Regulations>>

4.4 <<The Consultancy is not a “managed service company”, as defined in section 61B of ITEPA>>

4.5 Where the Consultancy is liable to be taxed in the UK in respect of consideration received under this Agreement, it shall at all times comply with ITEPA and all other statutes and regulations relating to income tax in respect of that consideration.

4.6 Where the Consultancy is liable to National Insurance Contributions (“NICs”) in respect of consideration received under this Agreement it shall at all times comply with the Social Security Contributions and Benefits Act 1992 (“SSCBA”) and all other statues and regulations relating to NICs in respect of that consideration.

4.7 The Consultancy will use reasonable endeavours to make its Workers aware of and comply with any statutory regulations and rules and regulations of the Employment Business as the Employment Business notifies the Consultancy of (insofar as they are applicable to independent contractors) applicable to any location, systems or other property of the Employment Business with which it is involved in the course of providing the Consultancy Services. This includes health and safety, security, IT, systems and data protection policies.

4.8 The Consultancy warrants to the Employment Business and the Client that its Workers have the necessary skills and qualifications to perform the Consultancy Services.

**5 CONSULTANCY’S OBLIGATION**

5.1 The Consultancy agrees on its own part and on behalf of its Workers as follows:-

5.1.2 to comply with any statutory rules or regulations including but not limited to those relating to health and safety, together with such procedures of the Client as the Client notifies the Consultancy and/or its Workers that it is essential that the Consultancy and its Workers comply with to properly perform the Consultancy Services (including for example where the Consultancy Services are to be performed at the premises of the Client the health and safety policy and security arrangements) during the performance of the Consultancy Services. Subject to the rules and regulations which the Client notifies the Consultancy and/or its Workers that it is ssential that the Consultancy and its Workers comply with the Consultancy and its Workers shall not be bound by the policies and procedures which an employee of the Client would be bound by; and

5.1.3 to furnish the Client and/or the Employment Business with any progress reports as may be requested from time to time.

**6 EQUIPMENT**

6.1 The Consultancy shall provide at its own cost, subject to any agreement to the contrary specified in the Schedule all such necessary equipment as is reasonable for the satisfactory performance by the Workers and any substitutes and sub-contractors of the Consultancy Services.

6.2 If as a matter of convenience, the Consultancy is provided with equipment by the Agency or Client for the purposes of carrying out the Consultancy Services, the Consultancy shall be responsible for ensuring that they preserve the security and condition of such equipment. If and to the extent that any equipment is lost while in the Consultancy’s possession, the Consultancy shall be responsible for the cost of any necessary repairs or replacement.

**7 METHOD OF PERFORMING SERVICES**

7.1 The Workers are professionals who will use their own initiative as to the manner in which the Consultancy Services are delivered provided that in doing so the Consultancy shall co-operate with the Client and comply with all reasonable and lawful requests of the Client.

7.2 The Consultancy may provide the Consultancy Services at such times and on such days as the Consultancy shall decide but shall ensure that the Consultancy Services are provided on such days and at such times as are necessary for the proper performance of the Consultancy Services.

7.3 The relationship between the parties is between independent companies acting at arm’s length and nothing contained in this Agreement shall be construed as constituting or establishing any partnership or joint venture or relationship of employer and employee between the parties or their personnel.

7.4 Where the proper performance of the Consultancy Services is dependent on the completion of tasks or services by third parties (including employees of the Client but excluding any substitute or sub contractor of the Consultancy), the Consultancy shall have no liability to the Client for any delay, non or partial performance of the Consultancy Services arising from the delay or non or partial performance of such tasks by third parties.

7.5 The Consultancy may provide the Consultancy Services from such locations as are appropriate in the Consultancy’s judgment. When necessary the Client will provide the Consultancy with appropriate access to the Client’s facilities as is necessary for the effective conduct of the Consultancy Services

**8 INVOICING**

8.1 The Consultancy shall obtain the signature of an authorised representative of the Client as verification of execution of the Consultancy Services (“Completion” ).

8.2 Upon Completion, or as may be agreed and specified in the Schedule the Consultancy shall deliver to the Employment Business its invoice for the amount due from the Employment Business to the Consultancy giving a detailed breakdown showing the work performed. The Consultancy’s invoice should bear the Consultancy’s name, company registration number, VAT number and should state any VAT due on the invoice.

8.3 The Employment Business shall not be obliged to pay any fees to the Consultancy unless an invoice has been properly submitted by the Consultancy in accordance with sub-clause 8.2 of this Agreement.

**9 FEES**

9.1 Subject to the receipt of the Consultancy’s invoice in accordance with clause 8 above, the Employment Business will pay the Consultancy within 7 days of receipt of the Consultancy’s invoice.

9.2 The Consultancy shall be responsible for any PAYE Income Tax and National Insurance

Contributions and any other taxes and deductions payable in respect of its Workers in respect of the Consultancy Services.

9.3 All payments will be made to the Consultancy by a method which gives immediately available funds.

9.4 If the Consultancy shall be unable for any reason to provide the Consultancy Services to the Employment Business no fee shall be payable by the Employment Business during any period that the Consultancy Services are not provided.

**10 OBLIGATIONS OF THE EMPLOYMENT BUSINESS**

10.1 Throughout the term of this Agreement the Employment Business shall pay the Consultancy in accordance with clause 9.1 above.

10.2 The Employment Business shall furnish the Consultancy with sufficient information about the Consultancy Services in order for the Consultancy to arrange for the Consultancy Services to be carried out.

10.3 The Employment Business will advise the Consultancy of any health and safety information or advice which may affect the Workers during the performance of the Consultancy Services.

**11 TERM OF THE AGREEMENT**

11.1 This Agreement shall commence in accordance with the Schedule and shall either (as specified in the Schedule) continue until Completion or the termination date as specified in the Schedule, at which time this Agreement shall expire automatically, unless previously terminated by either party giving the required notice as set out in the Schedule.

11.2 Notwithstanding sub-clause 11.1 of this Agreement, the Employment Business may at any time with one week’s written notice instruct the Consultancy to cease work on the Consultancy Services, where:

11.2.1 the Consultancy has committed any serious or persistent breach of any of its obligations under this Agreement;

11.2.2 the Consultancy has not observed any condition of confidentiality applicable to the Consultancy under this Agreement; or

11.2.3 the Consultancy Services are, in the reasonable opinion of the Client, unsatisfactory;

11.2.4 the Consultancy is in breach of any statutory obligations or acting in breach of such procedures of the Client as the Client notifies the Consultancy and/or its Workers that it is essential that the Consultancy and its Workers comply with to properly perform the Consultancy Services;

11.2.4 performance of the Consultancy Services is prevented for one week or more by the incapacity of the Worker(s) and the Consultancy is unable to provide a replacement Worker(s) or a suitable substitute or sub contractor pursuant to the provisions of clause 2.2; and

11.2.5 the Consultancy becomes insolvent, dissolved or subject to a winding up petition.

11.3 The provisions of clause 12.2 shall equally apply to any party performing the Consultancy’s obligations as provided for in clause 2.

11.4 The Consultancy acknowledges that the continuation of the Consultancy Services is subject to and conditional upon the continuation of the contract entered into between the Employment Business and the Client. In the event that the contract between the Employment Business and the Client is terminated for any reason this Agreement shall terminate and the obligations upon the Consultancy contained herein shall cease with immediate effect without liability to the Consultancy.

11.5 Upon Completion or termination of the Consultancy Services neither the Employment Business nor the Client shall be under any obligation to offer the Consultancy further work, nor shall the Consultancy be under any obligation to accept any offer of work made by the Employment Business or the Client.

**12 INTELLECTUAL PROPERTY**

12.1 The Consultancy hereby assigns to the Employment Business all future Intellectual Property Rights in the Works and the Inventions 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 Consultancy holds legal title in these rights and inventions on trust for the Employment Business.

12.2 The Consultancy agrees:

12.2.1 to notify to the Employment Business in writing full details of any Inventions promptly on their creation;

122.2 to keep confidential details of all Inventions;

12.2.3 whenever requested to do so by the Employment Business (at the Employment Business’ sole cost) and in any event on Completion, promptly to deliver to the Employment Business 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 possession, custody or power;

12.2.4 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 Employment Business (at the Employment Business’ sole cost); and

12.2.5 to do all acts necessary (at the Employment Business’ sole cost) to confirm that absolute title in all Intellectual Property Rights in the Works and the Inventions has passed, or will pass, to the Employment Business.

 12.3 The Consultancy warrants to the Employment Business that:

12.3.1 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;

12.3.2 it is unaware of any use by any third party of any of the Works or Intellectual Property Rights in the Works; and

12.3.3 the use of the Works or the Intellectual Property Rights in the Works by the Employment Business will not infringe the rights of any third party.

12.4 The Consultancy agrees to indemnify the Employment Business and keep it indemnified at all times against all or any proper and reasonable costs, actionable claims, damages or expenses properly incurred by the Employment Business, with respect to any intellectual property infringement claim directly relating to the Works or Inventions supplied by the Consultancy to the Employment Business during the course of providing the Services. The Consultancy shall maintain adequate liability insurance and shall supply a copy of the policy to the Employment Business on request.

12.5 The Consultancy acknowledges that, except as provided by law, no further fees or compensation other than those provided for in this Agreement are due or may become due to the Consultancy in respect of the performance of its obligations under this clause 13.

12.6 The Consultancy undertakes (at the expense of the Employment Business) at any time either during provision of the Consultancy Services or after Completion to execute all documents, make all applications, give all assistance and do all acts and things as may, in the reasonable opinion of the Employment Business be necessary to vest the Intellectual Property Rights in, and to register them in, the name of the Employment Business and to defend the Employment Business 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 and the Inventions.

12.7 The Consultancy irrevocably appoints the Employment Business to be its attorney in its name and on its behalf to execute documents, use the Consultancy's name and do all things which are necessary for the Employment Business to obtain for itself or its nominee the full benefit of this clause.

**13 CONFIDENTIALITY**

13.1 In order to protect the confidentiality and trade secrets of the Client and without prejudice to every other duty to keep secret all information given to it or gained in confidence the Consultancy agrees on its own part and on behalf of its Workers as follows:-

13.1.1 not at any time whether during or after the performance of the Consultancy Services (unless as a necessary part of the performance of its duties) to disclose to any person or to make use of any of the trade secrets or confidential information of the Client with the exception of information already in the public domain and any use or disclosure required by law;

13.1.2 to deliver up to the Client or the Employment Business (as directed) on Completion all documents and other materials belonging to the Client (and all copies) which are in its possession including documents and other materials created by it or the Workers during the course of the Consultancy Services;

13.1.3 to, not at any time make any copy, abstract, summary or précis of the whole or any part of any document or other material belonging to the Client except when required to do so in the course of its duties under this Agreementin which event any such item shall belong to the Client or the Employment Business as appropriate.

13.2 The Consultancy shall us reasonable endeavours to procure that the provisions of this clause 13 shall also apply to any subcontractor performing the Consultancy’s obligations provided for in clause 2.

**14 COMPUTER EQUIPMENT**

14.1 The Consultancy shall use reasonable endeavours to ensure that any computer equipment and associated software which it provides to its Workers for the purpose of providing the Consultancy Services contains anti-virus protection with the latest released upgrade from time to time.

**15 RELATIONSHIP BETWEEN EMPLOYMENT BUSINESS AND CONSULTANCY**

15.1 The Consultancy acknowledges to the Employment Business that there is no intention on the part of the Consultancy, its Workers, or the Employment Business or Client to create an employment relationship between any of those parties and that the responsibility of complying with all statutory and legal requirements relating to the Workers (including but not limited to the payment of taxation, maternity payments and statutory sick pay) shall fall upon and be discharged wholly and exclusively by the Consultancy. In the event that any person should seek to establish any liability or obligation upon the Employment Business and/or the Client on the grounds that any member of itsWorkers are an employee of the Employment Business and/or the Client, the Consultancy shall upon demand indemnify the Employment Business and/or the Client and keep them indemnified in respect of any such liability or obligation and any related proper and reasonable costs expenses or other losses which the Employment Business and/or the Client shall properly incur as a direct result of such liability.

15.2The Client is under no obligation to offer further contracts or services to the Consultancy nor is the Consultancy under obligation to accept such contracts or services if offered. The Consultancy 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 agreement, whatsoever*.*

**16 NOTICES**

16.1 All notices which are required to be given hereunder shall be in writing and shall be sent to the registered office from time to time of the party upon whom the notice is to be served. Any such notice may be delivered personally or by first class prepaid post and shall be deemed to have been served if by hand when delivered, if by first class post 48 hours.

**17 LIABILITY**

17.1 The Consultancy shall be liable for proper and reasonable loss, damage or injury to the Client and/or the Employment Business (arising directly from the acts or omissions of the Consultancy or its Workers or from the deliberate acts or omission of any sub-contractor to whom the Consultancy sub-contracts the performance of the Consultancy Services during the performance of the Consultancy Services and the Consultancy shall indemnify and keep indemnified the Client and/or the Employment Business against any such proper and reasonable loss, damage or injury provided that the total aggregate liability of the Consultancy shall not exceed <<£1,000,000>>.

17.2 The Consultancy shall ensure the provision of adequate employer’s liability insurance, public liability insurance and any other suitable policies of insurance such as professional indemnity insurance in respect of the Consultancy and its Workers during the performance of the Consultancy Services.

17.3 The Consultancy shall be liable for any defects arising as a result of the provision of the

Consultancy Services and the Consultancy shall rectify at its own cost such notified defects as may be capable of remedy.

17.4 The Consultancy acknowledges that the Workers provided are not an agency worker as defined under the Agency Worker Regulations 2010 and that the Agency Worker Regulations 2010 do not apply in relation to this Agreement. The Consultancy shall indemnify and keep indemnified the Employment Business (or as the case may be, the Client) against any proper and reasonable losses the Employment Business (or the Client) may properly suffer as a direct result of any claim made by or on behalf of any of the Workers under the Agency Worker Regulations 2010.

**18 DATA PROTECTION**

18.1 The Employment Business and/or Client will collect and process information relating to the Worker(s) in accordance with the privacy notices which are <<on the intranet OR annexed to this Agreement>>.

**19 ANTI-BRIBERY AND ANTI-CORRUPTION**

19.1 The Consultancy shall:

 19.1.1 comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010 (“**Relevant Requirements**”);

 19.1.2 comply with the Clients’ Anti-Bribery Policy, as the same may be updated from time to time (“**Bribery Policy**”);

 18.1.3 have and maintain in place throughout the term of this Agreementits own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and the Bribery Policy and will enforce them where appropriate;

 19.1.4 promptly report to the Client any request or demand for any undue financial or other advantage of any kind received by the Consultancy in connection with the performance of this Agreement; and

 19.1.5 ensure its Workers comply with this clause 19.

19.2 For the purpose of this clause the meaning of adequate procedures and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act) and section 8 of that Act respectively.

**20 ILLEGALITY**

20.1 If any provision or term of this Agreement shall become or be declared illegal, invalid or unenforceable for any reason whatsoever including, but without limitation, by reason of the provisions of any legislation or other provisions having the force of law or by reason of any decision of any Court or other body or authority having jurisdiction over the parties of this Agreement such terms or provisions shall be divisible from this Agreement and shall be deemed to be deleted from this Agreement and the remainder of the provisions shall continue in full force and effect provided always that if any such deletion substantially affects or alters the commercial basis of this Agreement the parties shall negotiate in good faith to amend the modify the provisions and terms of this Agreement as necessary or desirable in the circumstances.

**21 ENTIRE AGREEMENT**

21.1 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.

21.2 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.

21.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

21.4 Nothing in this clause shall limit or exclude any liability for fraud.

**22 FORCE MAJEURE**

22.1 Neither the Consultancy nor the Employment Business shall be liable for any breaches of its obligations under this Agreement resulting from causes beyond its reasonable control including but not limited to Acts of God, enemy, fire, flood, explosion or other catastrophe.

**23** [**Top**](http://uk.practicallaw.com/2-200-2143#top)

**COUNTERPARTS**

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

**24** [**Top**](http://uk.practicallaw.com/2-200-2143#top)

**THIRD PARTY RIGHTS**

24.1 18. Third party rights

Third party rights

The [*Contracts (Rights of Third Parties) Act 1999*](http://uk.practicallaw.com/9-505-5610?pit=) (which applies to all contracts entered into on or after 11 May 2000) allows a third party to enforce a term of a contract against the parties to that contract. It is usually advisable to exclude the operation of the Act.

However, if the client is part of a group, the words in square brackets should be included and care should be taken to ensure that the relevant clauses in the agreement are amended to expressly state that a group company has the right to enforce that clause against the consultant.

The clause provides that the parties can amend, vary or terminate the consultancy agreement without a third party's consent. If it is intended that the consent of a group company is required, this should be expressly stated. For more information, see [*Standard clause, Third party rights (www.practicallaw.com/6-107-3846)*](http://uk.practicallaw.com/6-107-3846).

[Hide Note](http://uk.practicallaw.com/2-200-2143#null)

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. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

24.2 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.

**25 GOVERNING LAW AND JURISDICTION**

25.1 This Agreement shall be construed in accordance with the laws of England & Wales and all disputes, claims or proceedings between the parties relating to the validity, construction or performance of this Agreement shall be subject to the exclusive jurisdiction of the Courts of England & Wales.

**SIGNATURES**

For and on behalf of <<Ltd Company Name>> …………………..………………

(Signature)

For and on behalf of <<Agency Limited>> …………………..………………

(Signature)