

## **Free consultancy terms and conditions: cover**

1. This template legal document was produced and published by Docular Limited.
2. We control the copyright in this template, and you may only use this template in accordance with the licensing provisions in our terms and conditions. Those licensing provisions include an obligation to retain the attribution / credit incorporated into the template.
3. You will need to edit this template before use. Guidance notes to help you do so are set out at the end of the template. During the editing process, you should delete those guidance notes and this cover sheet. Square brackets in the body of the document indicate areas that require editorial attention. "ORs" in the body of the document indicate alternative provisions. By the end of the editing process, there should be no square brackets left in the body of the document, and only one alternative from each set of alternatives should remain. Elements may be specified as optional in the accompanying notes, but that does not mean that they are in all cases removable. Nor are they always retainable. Depending upon the circumstances, the inclusion or removal of an optional element may be: (i) required by law; or (ii) necessary to ensure that the document is internally consistent.
4. If you have any doubts about the editing or use of this template, you should seek professional legal advice.
5. Do you need legal help with this document? If so, please contact us:  
<https://docular.net/pages/contact>

# Consultancy terms and conditions

Please read these Terms and Conditions carefully. All contracts that the Consultant may enter into from time to time for the provision of [consultancy services] shall be governed by these Terms and Conditions, and the Consultant will ask the Client for the Client's express written acceptance of these Terms and Conditions before providing any [consultancy services] to the Client.

## 1. Definitions

1.1 In these Terms and Conditions[, except to the extent expressly provided otherwise]:

**"Charges"** means:

- (a) [the charges and other payable amounts specified in Section 7 of the Statement of Work and elsewhere in these Terms and Conditions];
- (b) [charges calculated by multiplying [the standard time-based charging rates of the Consultant (as notified by the Consultant to the Client before the date of the Contract)] by the time spent by the personnel of the Consultant performing [the Services] (rounded [down by the Consultant to the nearest quarter hour])]; and
- (c) [such other charges and payable amounts as may be agreed in writing by the parties from time to time];

*[additional list items]*

**"Client"** means the person or entity identified as such in Section 1 of the Statement of Work;

**"Client Materials"** means [all works and materials supplied by or on behalf of the Client to the Consultant for incorporation into the Deliverables or for some other use in connection with the Services];

**"Consultant"** means *[[individual name] of [address]]* OR *[[company name], a company incorporated in [jurisdiction] (registration number [registration number]) having its registered office at [address]]* OR *[[identify party]]*;

**"Contract"** means a particular contract made under these Terms and Conditions between the Consultant and the Client;

**"Deliverables"** means [those *[deliverables]* specified in Section 4 of the Statement of Work that the Consultant has agreed to deliver to the Client under these Terms and Conditions] OR *[[define deliverables]]*[, and such other deliverables as the parties may agree in writing from time to time];

**"Effective Date"** means [the date of execution of a Statement of Work incorporating these Terms and Conditions];

**"Intellectual Property Rights"** means [all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights

(and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trade marks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs));

**"Minimum Term"** means, in respect of the Contract, [the period [of 12 months beginning on the Effective Date]] OR [the period specified in Section 2 of the Statement of Work];

**"Services"** means the consultancy services specified in Section 3 of the Statement of Work;

**"Statement of Work"** means a written statement of work agreed by or on behalf of each of the parties;

**"Term"** means [the term of the Contract, commencing in accordance with Clause 3.1 and ending in accordance with Clause 3.2];

**"Terms and Conditions"** means all the documentation containing the provisions of the Contract, namely the main body of these Terms and Conditions and the Statement of Work, including any amendments to that documentation from time to time; and

**"Third Party Materials"** means the works and/or materials comprised in the Deliverables (excluding the Client Materials), the Intellectual Property Rights in which are owned by a third party[, and which are specified in Section 4 of the Statement of Work or which the parties agree in writing shall be incorporated into the Deliverables].

## **2. Credit**

- 2.1 This document was created using a template from Docular (<https://docular.net>).

*You must retain the above credit. Use of this document without the credit is an infringement of copyright. However, you can purchase from us an equivalent document that does not include the credit.*

## **3. Term**

- 3.1 The Contract shall come into force upon the Effective Date.

- 3.2 The Contract shall continue in force [indefinitely] OR [until:

- (a) all the Services have been completed;
- (b) all the Deliverables have been delivered; and
- (c) all the Charges have been paid in cleared funds,

upon which it will terminate automatically], subject to termination in accordance with Clause 11.

- 3.3 Unless the parties expressly agree otherwise in writing, each Statement of Work shall create a distinct contract under these Terms and Conditions.

#### **4. Services**

- 4.1 The Consultant shall provide the Services to the Client in accordance with these Terms and Conditions.
- 4.2 The Consultant shall provide the Services [with reasonable skill and care] OR [in accordance with the standards of skill and care reasonably expected from a leading service provider in the Consultant's industry] OR *[[specify standard(s)]]*.

#### **5. Deliverables**

- 5.1 The Consultant shall deliver the Deliverables to the Client.
- 5.2 The Client must promptly, following receipt of a written request from the Consultant to do so, provide written feedback to the Consultant concerning the Consultant's proposals, plans, designs and/or preparatory materials relating to the Deliverables and made available to the Client with that written request.
- 5.3 The Consultant shall [ensure] OR [use its best endeavours to ensure] OR [use reasonable endeavours to ensure] that the Deliverables are delivered to the Client in accordance with the timetable set out in Section 5 of the Statement of Work[ or agreed by the parties in writing].
- 5.4 The Consultant warrants to the Client that:
- (a) [the Deliverables will conform with the requirements of Section 4 of the Statement of Work[ as at the date of delivery of the Deliverables]];
  - (b) [the Deliverables will be free from [material defects]]; and
  - (c) *[[the Deliverables] OR [the Deliverables when used by the Client in accordance with these Terms and Conditions] will not infringe the Intellectual Property Rights[ or other legal rights] of any person[, and will not breach [the provisions of any law, statute or regulation],, in [any jurisdiction and under any applicable law]].*

*[additional list items]*

#### **6. Licence**

- 6.1 The Consultant hereby grants to the Client [a non-exclusive, worldwide, perpetual and irrevocable] licence to [copy, store, distribute, publish, adapt, edit and otherwise use] the Deliverables[ (excluding [the Third Party Materials and the Client Materials])][ for the following purposes: *[identify purposes]*].

#### **7. Charges**

- 7.1 The Client shall pay the Charges to the Consultant in accordance with these Terms and Conditions.
- 7.2 All amounts stated in or in relation to these Terms and Conditions are, unless the context requires otherwise, stated [inclusive of any applicable value added taxes] OR [exclusive of any applicable value added taxes, which will be added to those amounts and payable by the Client to the Consultant].

## **8. Payments**

- 8.1 The Consultant shall issue invoices for the Charges to the Client [from time to time during the Term] OR [on or after the invoicing dates set out in Section 7 of the Statement of Work] OR [at any time after the relevant Services have been delivered to the Client] OR [in advance of the delivery of the relevant Services to the Client].
- 8.2 The Client must pay the Charges to the Consultant within the period of [30 days] following [the issue of an invoice in accordance with this Clause 8] OR [the receipt of an invoice issued in accordance with this Clause 8].
- 8.3 The Client must pay the Charges by [debit card, credit card, direct debit or bank transfer] (using such payment details as are notified by the Consultant to the Client from time to time).
- 8.4 If the Client does not pay any amount properly due to the Consultant under these Terms and Conditions, the Consultant may:
- (a) charge the Client interest on the overdue amount at the rate of [8% per annum above the Bank of England base rate from time to time] (which interest will accrue daily until the date of actual payment and be compounded at the end of each calendar month); or
  - (b) claim interest and statutory compensation from the Client pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

## **9. Warranties**

- 9.1 The Consultant warrants to the Client that:
- (a) [the Consultant has the legal right and authority to enter into the Contract and to perform its obligations under these Terms and Conditions];
  - (b) [the Consultant will comply with all applicable legal and regulatory requirements applying to the exercise of the Consultant's rights and the fulfilment of the Consultant's obligations under these Terms and Conditions]; and
  - (c) [the Consultant has or has access to all necessary know-how, expertise and experience to perform its obligations under these Terms and Conditions].

*[additional list items]*

- 9.2 The Client warrants to the Consultant that it has the legal right and authority to enter into the Contract and to perform its obligations under these Terms and Conditions.
- 9.3 All of the parties' warranties and representations in respect of the subject matter of the Contract are expressly set out in these Terms and Conditions and the applicable Statement of Work. Subject to Clause 10.1, no other warranties or representations will be implied into the Contract and no other warranties or representations relating to the subject matter of the Contract will be implied into any other contract.

## **10. Limitations and exclusions of liability**

### **10.1 Nothing in these Terms and Conditions will:**

- (a) limit or exclude any liability for death or personal injury resulting from negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law.

### **10.2 The limitations and exclusions of liability set out in this Clause 10 and elsewhere in these Terms and Conditions:**

- (a) are subject to Clause 10.1; and
- (b) govern all liabilities arising under these Terms and Conditions or relating to the subject matter of these Terms and Conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these Terms and Conditions.

### **10.3 [Neither party shall be liable to the other party] OR [The Consultant shall not be liable to the Client] OR [The Client shall not be liable to the Consultant] in respect of any loss of profits or anticipated savings.**

### **10.4 [Neither party shall be liable to the other party] OR [The Consultant shall not be liable to the Client] OR [The Client shall not be liable to the Consultant] in respect of any loss of revenue or income.**

### **10.5 [Neither party shall be liable to the other party] OR [The Consultant shall not be liable to the Client] OR [The Client shall not be liable to the Consultant] in respect of any loss of use or production.**

### **10.6 [Neither party shall be liable to the other party] OR [The Consultant shall not be liable to the Client] OR [The Client shall not be liable to the Consultant] in respect of any loss of business, contracts or opportunities.**

- 10.7 [Neither party shall be liable to the other party] OR [The Consultant shall not be liable to the Client] OR [The Client shall not be liable to the Consultant] in respect of any loss or corruption of any data, database or software.
- 10.8 [Neither party shall be liable to the other party] OR [The Consultant shall not be liable to the Client] OR [The Client shall not be liable to the Consultant] in respect of any special, indirect or consequential loss or damage.

## **11. Termination**

- 11.1 The Consultant may terminate the Contract by giving to the Client [not less than 30 days'] written notice of termination[, expiring [at the end of any [calendar month]] OR [after the end of the Minimum Term]]. The Client may terminate the Contract by giving to the Consultant [not less than 30 days'] written notice of termination[, expiring [at the end of any [calendar month]] OR [after the end of the Minimum Term]].

### **OR**

- 11.1 Either party may terminate the Contract by giving to the other party [not less than 30 days'] written notice of termination[, expiring [at the end of any [calendar month]] OR [after the end of the Minimum Term]].
- 11.2 Either party may terminate the Contract immediately by giving written notice of termination to the other party if:
- (a) the other party commits any [breach] OR [material breach] of the Contract[, and the breach is not remediable];
  - (b) [the other party commits a [breach] OR [material breach] of the Contract, and the breach is remediable but the other party fails to remedy the breach within the period of [30 days] following the giving of a written notice to the other party requiring the breach to be remedied]; or
  - (c) [the other party persistently breaches the Contract (irrespective of whether such breaches collectively constitute a material breach)].
- 11.3 Subject to applicable law, either party may terminate the Contract immediately by giving written notice of termination to the other party if:
- (a) the other party:
    - (i) is dissolved;
    - (ii) ceases to conduct all (or substantially all) of its business;
    - (iii) is or becomes unable to pay its debts as they fall due;
    - (iv) is or becomes insolvent or is declared insolvent; or
    - (v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;

- (b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;
- (c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up[ (other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other party under the Contract)]; or
- (d) [if that other party is an individual:
  - (i) that other party becomes incapable of managing his or her own affairs as a result of illness or incapacity; or
  - (ii) that other party is the subject of a bankruptcy petition or order,and if that other party dies then the Contract shall automatically terminate].

11.4 The Consultant may terminate the Contract immediately by giving written notice to the Client if:

- (a) any amount due to be paid by the Client to the Consultant under the Contract is unpaid by the due date and remains unpaid upon the date that that written notice of termination is given; and
- (b) the Consultant has given to the Client at least [30 days'] written notice, following the failure to pay, of its intention to terminate the Contract in accordance with this Clause 11.4.

## **12. Effects of termination**

12.1 Upon the termination of the Contract, all of the provisions of these Terms and Conditions shall cease to have effect, save that the following provisions of these Terms and Conditions shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): [Clauses 1, 6, 8.2, 8.4, 10, 12, 13.2 and 15].

12.2 Except to the extent expressly provided otherwise in these Terms and Conditions, the termination of the Contract shall not affect the accrued rights of either party.

## **13. Status of Consultant**

13.1 The Consultant is not an employee of the Client, but an independent contractor.

13.2 The termination of the Contract will not constitute unfair dismissal; nor will the Consultant be entitled to any compensation payments, redundancy payments or similar payments upon the termination of the Contract.

## **14. Subcontracting**



- 14.1 The Consultant must not subcontract any of its obligations under the Contract without the prior written consent of the Client[, providing that the Client must not unreasonably withhold or delay the giving of such consent].

**OR**

- 14.1 Subject to any express restrictions elsewhere in these Terms and Conditions, the Consultant may subcontract any of its obligations under the Contract[, providing that the Consultant must give to the Client, promptly following the appointment of a subcontractor, a written notice specifying the subcontracted obligations and identifying the subcontractor in question].
- 14.2 The Consultant shall remain responsible to the Client for the performance of any subcontracted obligations.

**15. General**

- 15.1 No breach of any provision of the Contract shall be waived except with the express written consent of the party not in breach.
- 15.2 If any provision of the Contract is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of the Contract will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).
- 15.3 The Contract may not be varied except by a written document signed by or on behalf of each of the parties.
- 15.4 Neither party may without the prior written consent of the other party assign, transfer, charge, license or otherwise deal in or dispose of any contractual rights or obligations under these Terms and Conditions.
- 15.5 The Contract is made for the benefit of the parties and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to the Contract are not subject to the consent of any third party.
- 15.6 Subject to Clause 10.1, these Terms and Conditions shall constitute the entire agreement between the parties in relation to the subject matter of these Terms and Conditions, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.
- 15.7 The Contract shall be governed by and construed in accordance with [English law].
- 15.8 The courts of [England] shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with the Contract.



## STATEMENT OF WORK

### 1. Client details

The Client is *[[individual name]]* of *[[address]]* OR *[[company name]]*, a company incorporated in *[[jurisdiction]]* (registration number *[[number]]*) having its registered office at *[[address]]* OR *[[identify party]]*

### 2. Minimum Term

*[[Specify Minimum Term]]*

### 3. Specification of Services

*[[Specify Services]]*

### 4. Specification of Deliverables

*[[Specify Deliverables]]*

### 5. Timetable

*[[Insert timetable]]*

### 6. Client Materials

*[[Specify Client Materials]]*

### 7. Financial provisions

*[[Insert financial provisions]]*

### 8. Contractual notices

*[[Consultant contractual notices address details]]*

*[[Client contractual notices address details]]*

By signing below the parties have indicated their acceptance of this Statement of Work together with the terms and conditions attached to this Statement of Work[, providing that if there are no terms and conditions attached to this Statement of Work, the parties agree that this Statement of Work shall be governed by [the terms and conditions most recently agreed by the parties in writing]].

**SIGNED BY** *[[individual name]]* on *[[.....]]*, the Consultant] OR *[[individual name]]* on *[[.....]]*, duly authorised for and on behalf of the Consultant]:

.....

**SIGNED BY** *[[individual name]]* on *[[.....]]*, the Client] OR *[[individual name]]* on *[[.....]]*, duly authorised for and on behalf of the Client]:

.....

## **Free consultancy terms and conditions: drafting notes**

This is a short-form consultancy T&Cs document, which can be used free of charge if you retain the Docular credit.

The template includes provisions relating to the services to be provided, the supply of deliverables, the licensing of rights in the deliverables to the client, the charges payable by the client, the status of the consultant, subcontracting, and much else besides.

The particulars of each contract should be set out in a distinct statement of work, and a skeleton for this document is provided with the template.

This T&Cs document contains the same substantive provisions as the free consultancy agreement document; only the form is different.

If you wish to use this document without the Docular credit, you can purchase a licence to do so; credit aside, the document is identical to the consultancy terms and conditions (basic) that we publish.

- What subject matter will be exclusively governed by contracts made under this document?

### **Clause 1: Definitions**

#### **Clause 1.1**

##### *Definition of Charges*

- What charges are payable under this document?
- How should the time-based charging rates be described or specified?
- Will all the services be subject to time-based charging, or only some of the services?
- How are time-based charging units to be rounded?

##### *Definition of Consultant*

- Is the first party an individual, a company or something else?
- What is the full name of the individual (including middle names)?
- What is the postal address of the Consultant?
- What is the full company name?
- In which jurisdiction is the Consultant incorporated?
- What is the registration number of the Consultant?
- What is the registered office address of the Consultant?

#### *Definition of Deliverables*

- What type of thing are the deliverables (e.g. written reports, software programs, graphical works)?

#### *Definition of Effective Date*

- When will contracts come into force?

#### *Definition of Minimum Term*

- What minimum term will apply?

#### *Definition of Term*

- Define "Term", the period during which the contract will subsist.

#### *Definition of Third Party Materials*

- Must all third party materials incorporated into the deliverables be specifically identified in the specification of the deliverables or included subject to the parties' agreement?

### **Clause 2: Credit**

#### **Clause: Free documents licensing warning**

Optional element. Although you need to retain the credit, you should remove the inline copyright warning from this document before use.

### **Clause 3: Term**

#### **Clause 3.2**

- Is the term of the document indefinite, or will it automatically come to an end after all services and deliverables have been provided and all amounts due have been paid?

### **Clause 4: Services**

#### **Clause 4.2**

Optional element. Must the services meet any specified standard(s)?

- What standard(s) must the services meet?

### **Clause 5: Deliverables**

Optional element.

#### **Clause 5.2**

Optional element.

#### **Clause 5.3**

Optional element.

- Is the obligation to supply deliverables in accordance with the agreed timetable: (i) absolute; or (ii) an obligation to use best endeavours; or (iii) an obligation to use reasonable endeavours?

#### **Clause 5.4**

Optional element.

- What warranties will the Consultant give to the Client in relation to the deliverables?
- Should the warranty of conformity only apply at the date of delivery of the deliverables?
- What sort of defects does the Consultant warrant the deliverables will be free from?
- Do the warranties relating to legality apply to the deliverables generally, or just to uses permitted by this document?
- Will this warranty extend to legal rights other than intellectual property rights?
- Should a warranty of legality be included?
- What (if any) jurisdictional limitations and applicable law limitations should apply to these warranties?

#### **Clause 6: Licence**

Optional element.

##### **Clause 6.1**

- What type of licence will the Consultant grant to the Client?
- What exactly may the Client do with the deliverables?
- Do any rights in the deliverables need to be carved out from the licence (e.g. rights in third party materials)?
- Will the licence be limited by reference to the purposes for which the deliverables may be used?
- The rights in which elements of the deliverables should be carved out from the licence?
- For what purposes may the deliverables be used?

#### **Clause 7: Charges**

##### **Clause 7.2**

Optional element.

- Are payment amounts stated inclusive or exclusive of VAT?

## **Clause 8: Payments**

### **Clause 8.1**

- When should invoices be issued?

### **Clause 8.2**

- What is the period for payment of invoices?
- When does the period for payment of an invoice begin to run?

### **Clause 8.3**

Optional element.

- Using what methods should payments be made?

### **Clause 8.4**

Optional element.

- What contractual interest rate should apply to late payments?
- *Late Payment of Commercial Debts (Interest) Act 1998* - <https://www.legislation.gov.uk/ukpga/1998/20>

## **Clause 9: Warranties**

Optional element.

### **Clause 9.1**

Optional element.

- What general warranties will the Consultant give to the Client?

### **Clause 9.2**

Optional element.

## **Clause 10: Limitations and exclusions of liability**

Contractual limitations and exclusions of liability are regulated and controlled by law, and the courts may rule that particular limitations and exclusions of liability in contracts are unenforceable.

The courts are particularly likely to intervene where a party is seeking to rely on a limitation or exclusion of liability in its standard terms and conditions, but will also sometimes intervene where a term has been individually negotiated. The courts may be more likely to rule that provisions excluding liability, as opposed to those merely limiting liability, are unenforceable. If there is a risk that any particular

limitation or exclusion of liability will be found to be unenforceable by the courts, that provision should be drafted as an independent term, and be numbered separately from the other provisions. It may improve the chances of a limitation or exclusion of liability being found to be enforceable if the party seeking to rely upon it specifically drew it to the attention of the other party before the contract was entered into.

Exclusions and limitations of liability in UK contracts are primarily regulated by the Unfair Contract Terms Act 1977 ("UCTA"). Contracts regulated by UCTA cannot exclude or restrict a party's liability for death or personal injury resulting from negligence (Section 2(1), UCTA). Except insofar as the relevant term satisfies the requirements of reasonableness, such contracts cannot exclude or restrict liability: (i) for negligence (which includes a breach of an express or implied contractual obligation to take reasonable care or exercise reasonable skill) (Section 2(2), UCTA); or (ii) for misrepresentation (Section 3, Misrepresentation Act 1967).

In addition, if a contract is regulated by UCTA, and one of the parties is dealing on the other's written standard terms of business, then except insofar as the relevant contractual term satisfies the requirements of reasonableness the other party cannot: (i) exclude or restrict its liability in respect of a breach of contract; or (ii) claim to be entitled to render a contractual performance substantially different from that which was reasonably expected of it; or (iii) claim to be entitled, in respect of the whole or any part of its contractual obligation, to render no contractual performance at all (see Section 3, UCTA).

UCTA includes various other restrictions, particularly in the case of contracts for the sale of goods and contracts under which possession or ownership of goods passes.

Somewhat different rules apply to limitations of liability in contracts with consumers, and these provisions should not be used in relation to such contracts.

These guidance notes provide a very incomplete and basic overview of a complex subject. Accordingly, you should take legal advice if you may wish to rely upon a limitation or exclusion of liability.

- *Unfair Contract Terms Act 1977 -*  
*<https://www.legislation.gov.uk/ukpga/1977/50>*

### **Clause 10.1**

Do not delete this provision (except upon legal advice). Without this provision, the specific limitations and exclusions of liability in the document are more likely to be unenforceable.

### **Clause 10.3**

Optional element.

- Which of the parties will be the beneficiary of this limitation of liability?

### **Clause 10.4**

Optional element.



- Which of the parties will be the beneficiary of this limitation of liability?

#### **Clause 10.5**

Optional element.

- Which of the parties will be the beneficiary of this limitation of liability?

#### **Clause 10.6**

Optional element.

- Which of the parties will be the beneficiary of this limitation of liability?

#### **Clause 10.7**

Optional element.

- Which of the parties will be the beneficiary of this limitation of liability?

#### **Clause 10.8**

Optional element.

- Which of the parties will be the beneficiary of this limitation of liability?

### **Clause 11: Termination**

#### **Clause 11.1**

- What notice period will apply?
- Must the notice of termination expire after some particular period, or on some particular day?
- What is the notice period when the Client is giving the Consultant written notice of termination?
- Will the Client's right to terminate for convenience be restricted?
- How will the limitation on the expiry of the termination notice period operate?
- Specify the relevant period.
- In what way will the Client's right to terminate for convenience be restricted?
- Insert relevant time period.

#### **Clause 11.1**

- What notice period will apply?
- Must the notice of termination expire after some particular period, or on some particular day?

- How will the limitation on the expiry of the termination notice period operate?
- Insert relevant time period.

#### **Clause 11.2**

- In what circumstances may a party terminate for breach?
- Will all breaches, or only material breaches, give rise to a right of termination?
- What is the remediation period here?
- Should each party have a right to terminate if the other party is persistently in breach of contract, even where there has been no material breach?

#### **Clause 11.3**

Depending upon the status of the parties, the circumstances of the termination and the applicable law, some of the rights to terminate set out here may be unenforceable.

- Will the winding up of a party as part of a solvent company reorganisation give rise to a right of termination for the other party?

#### **Clause 11.4**

Optional element.

- What notice period applies in the case of termination for non-payment?

#### **Clause 13: Status of Consultant**

Optional element.

#### **Clause 13.2**

Optional element.

#### **Clause 14: Subcontracting**

Optional element.

#### **Clause 14.1**

- Will the Client only be permitted to withhold consent to subcontracting where it is reasonable to do so?

#### **Clause 14.1**

- Will the Consultant be obliged to notify the Client of any subcontracting arrangements?

#### **Clause 15: General**

### **Clause 15.1**

Optional element.

### **Clause 15.2**

Optional element.

### **Clause 15.3**

Optional element.

This is intended to prevent, for example, one party wrongfully claiming that a term of the contract was changed in a telephone call.

### **Clause 15.4**

Optional element.

### **Clause 15.5**

Optional element.

This provision is designed to exclude any rights a third party may have under the Contracts (Rights of Third Parties) Act 1999.

- *Contracts (Rights of Third Parties) Act 1999 - <https://www.legislation.gov.uk/ukpga/1999/31>*

### **Clause 15.6**

Optional element.

### **Clause 15.7**

This template has been drafted to work in the English law context. If you plan to change the governing law, you should have the document reviewed by someone with expertise in the law of the relevant jurisdiction.

- Which law will govern the document?

### **Clause 15.8**

Optional element.

As a practical matter, it makes sense for the courts with expertise in the relevant law to have the right to adjudicate disputes. Where one of the parties is outside England (or at least the UK), you may want to grant the courts of their home jurisdiction the right to adjudicate disputes, as this could ease enforcement in some circumstances.

- The courts of which jurisdiction will have the exclusive right to adjudicate disputes relating to the document (subject to applicable law)?

## **STATEMENT OF WORK**

## **Section 1: Client details**

- Is the Client an individual, a company, or something else?
- What is the full name of the individual (including middle names)?
- What is the postal address of the Client?
- What is the full company name?
- In which jurisdiction is the Client incorporated?
- What is the registration number of the Client?
- What is the registered office address of the Client?

## **Section 2: Minimum Term**

Optional element.

- Specify the minimum term of the contract.

## **Section 3: Specification of Services**

- Insert the specification for the services.

## **Section 4: Specification of Deliverables**

Optional element.

- Insert the specification for the deliverables.

## **Section 5: Timetable**

Optional element.

- Insert the timetable for the performance of the parties' obligations.

## **Section 6: Client Materials**

Optional element.

- Specify the client materials to be supplied by the Client to the Consultant.

## **Section 7: Financial provisions**

- Insert financial provisions.

## **Section 8: Contractual notices**

Optional element.

### **Subsection: Prompt for First Party contractual notice address details**

- Insert details to be used for sending contractual notices to the Consultant.

### **Subsection: Prompt for Second Party contractual notice address details**

- Insert details to be used for sending contractual notices to the Client.

## **Section: Execution of statement of work (individuals or companies)**

### **Subsection: Execution of contract by First Party (individual or company)**

- Will the contract be signed by a contracting individual, or an individual on behalf of a contracting company?
- What is the full name of the Consultant signatory?
- On what date is the Consultant signing the contract?
- Add the full name of the person who will sign the document on behalf of the Consultant.
- On what date is the contract being signed on behalf of the Consultant?

### **Subsection: Execution of contract by Second Party (individual or company)**

- Will the contract be signed by a contracting individual, or an individual on behalf of a contracting company?
- What is the full name of the Client signatory?
- On what date is the Client signing the contract?
- Add the full name of the person who will sign the document on behalf of the Client.
- On what date is the contract being signed on behalf of the Client?