## Client Engagement Letter

[Consultancy Company Name Ltd]

[Company Registered Address]

[Company Phone Number]

[Company Email]

[Company Website]

[Company Registration Number]

[Date]

[Client Contact Name]

[Client Contact Job Title]

[Client Company Name]

[Client Address]

Dear [Client Contact Name],

**RE: Engagement for Economic Consulting Services in relation to [Matter Name]**

Thank you for instructing [Consultancy Company Name Ltd] ("the Consultancy"). This letter confirms the terms of our engagement.

**1. Confirmation of Engagement**

We confirm that you have engaged the Consultancy to provide economic consulting services in connection with the above-referenced matter.

**2. Scope of Work**

Our services will involve [Insert a concise, high-level description of the services, e.g., "the provision of economic analysis and advice regarding the competition law aspects of the proposed merger between X and Y," or "acting as an independent economic expert in the arbitration proceedings between A and B"].

This work may include providing an independent expert report and testimony. Where we are instructed as an expert witness, our paramount duty will be to the court or tribunal, and this duty shall override any obligation to you, the client.

**3. Fees**

Our fees will be calculated on a time-and-materials basis at the rates specified in the attached Terms and Conditions. Invoices will be issued monthly in arrears and are payable within 30 days.

**4. Terms and Conditions**

Our engagement is governed exclusively by this letter and the attached Terms and Conditions. Please review them carefully as they limit our liability and set out the basis of our relationship.

We kindly request that you sign, date, and return the enclosed copy of this letter to confirm your agreement to these terms. We look forward to working with you.

Yours sincerely,

[Name of Director]

Director

For and on behalf of [Consultancy Company Name Ltd]

## Client Acceptance

I/We hereby confirm our agreement to and acceptance of the terms of engagement set out in this letter and the attached Terms and Conditions.

**Signed:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Position:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**For and on behalf of:** [Client Company Name]

**Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## Terms and Conditions

These Terms and Conditions, together with our engagement letter, form the entire agreement between you ("the Client", “you”) and [Consultancy Company Name Ltd] ("the Consultancy", "we", "us").

**1. Services and Our Obligations**

1.1. The specific services to be provided (the "Services") are outlined in our engagement letter. Any additional Services may be agreed in writing.

1.2. We will perform the Services with reasonable skill and care, consistent with professional standards.

1.3. Our reports and analyses will reflect our independent, objective and impartial opinion.

1.4. Expert Witness Duties: Where any part of the Services includes acting as an expert witness, you acknowledge that our primary and overriding duty is to the court, tribunal, or arbitral panel, as set forth in rules such as Part 35 of the English Civil Procedure Rules (CPR) or other applicable procedural rules. You acknowledge and agree that this duty to the court will always take precedence over any duty to the Client. We will provide our independent and objective opinion.

1.5 We provide economic analysis services. Nothing we provide (orally or in writing) shall be construed as legal advice, financial advice, investment advice, or any recommendation to act or refrain from acting. The Client acknowledges and agrees that it is solely responsible for obtaining appropriate independent legal, financial, tax, or other professional advice in relation to any decisions it may take based on the outputs of the Services.

**2. Fees and Payment**

2.1. Our professional fees are charged based on the time spent by our personnel on your matter. Our standard hourly rates are:

\* Director: £400 + VAT (for UK clients) / US$500 (for non-UK clients).

2.2. These rates are updated on 1 January each year, and we will notify you in writing of any changes. The new rates will apply from 1 January or from the date indicated in the notice.

2.3. We will invoice you for our professional fees and for all reasonable expenses incurred in connection with the matter (e.g., travel, data acquisition) at cost.

2.4. Invoices will be submitted monthly and are payable within 30 days of the invoice date. All sums are payable without any deduction or set-off.

2.5. All fees are payable regardless of the outcome of the matter in which we are instructed. Any fee estimates we provide are indicative and non-binding.

**3. Confidentiality**

3.1. We will at all times keep your confidential information secure and will not disclose it to any third party, except as required to perform the Services, or as required by law or a court order.

3.2. This obligation of confidentiality shall not apply to information that is (a) in the public domain, (b) lawfully received by us from a third party or otherwise already known by us independently of this agreement, (c) required to be disclosed for the purpose of the relevant legal or regulatory proceedings.

3.3. This duty of confidentiality shall survive the termination of our engagement.

**4. Data Protection**

4.1. Both parties agree to comply with their respective obligations under applicable data protection laws, including the UK GDPR and the Data Protection Act 2018.

4.2. We are a data controller for our own business data (e.g., client contact and billing details).

4.3. Our Privacy Policy, [available on our website / attached here], explains how we process personal data as a controller.

4.4 If the information you provide to us for the purpose of the Services includes personal data, to the extent that the UK GDPR applies, we will be a processor for that personal data and we shall: (a) only process it in based on your instructions, in order to provide the Services to you or as may be required by law (in which case we shall notify you of this requirement, if we are allowed to); (b) ensure that we have in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of, accidental loss or destruction of, or damage to, the personal data; (c) ensure that our personnel are obliged to keep the personal data confidential; (d) assist you, at your cost, in responding to any request from a data subject or regulator, or supporting your compliance with applicable data protection laws; (e) notify you without undue delay on becoming aware of a personal data breach; (f) at your written direction, delete or return the personal data on termination of the Services unless required by law to store it; and (g) maintain complete and accurate records and information to demonstrate our compliance with this clause and co-operate with audits, at your cost; and (h) not engage another processor in relation to the personal data without your written authorisation.

4.5 The Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of any personal data to us for the duration and purposes of this agreement.

**5. Limitation of Liability**

5.1. Subject to clause 5.3, the Consultancy's total aggregate liability to the Client, whether in contract, tort (including negligence), or otherwise, arising out of or in connection with this engagement shall be limited to the total amount of fees paid by the Client to the Consultancy under this engagement.

5.2. In no circumstances shall the Consultancy be liable for any indirect or consequential loss, loss of profits, loss of business opportunity, or damage to goodwill.

5.3. Nothing in this agreement shall limit or exclude our liability for:

a) death or personal injury caused by our negligence;

b) fraud or fraudulent misrepresentation; or

c) any other liability which cannot be legally limited or excluded under English law.

5.4. This agreement contains obligations regarding the nature and standard of the Services. To the fullest extent permitted by law, we disclaims all other warranties, conditions, or representations, express or implied, with respect to the Services or any outputs.

**6. Intellectual Property**

6.1. As between the parties, the Client shall own all intellectual property rights in: (a) any materials provided by the Client to us in the course of the Services; and (b) the copyright in the final, written reports delivered by us as the output of the Services, subject to full payment of all our fees.

6.2 The Client grants a non-exclusive, non-transferable, royalty-free, limited licence for us to use such materials and reports only to the extent necessary for the Services or as may be required by law.

6.3. The Consultancy shall retain all intellectual property rights in its underlying methodologies, know-how, analytical tools, and any materials pre-dating this engagement or developed or received independently of it.

**7. Termination**

7.1. Either party may terminate this engagement by giving 30 days' written notice to the other, or in the case of a material breach, immediately on written notice.

7.2. Upon termination, the Client shall immediately pay for all work performed and expenses incurred up to the date of termination.

**8. Force Majeure**

Neither party shall be liable for any failure or delay in performing its obligations where such failure or delay results from any cause that is beyond the reasonable control of that party.

**9. General**

9.1. Relationship of Parties: The Consultancy is engaged as an independent contractor. Nothing in this agreement shall create a partnership, joint venture, or employer-employee relationship.

9.2. Entire Agreement: This agreement (comprising the engagement letter and these Terms and Conditions) constitutes the entire agreement between the parties and supersedes all prior communications.

9.3. Governing Law and Jurisdiction: This agreement and any dispute or claim arising out of it shall be governed by and construed in accordance with the laws of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

9.4. Notices: Any notice given under this agreement must be in writing and sent by email or post to the address of the relevant party as stated in the engagement letter.

9.5. Use of Name: The Client shall not use the Consultancy's name, logo, or trademarks in any public announcement or promotional material without our prior written consent.

9.6. Anti-Money Laundering: We may be required by law to undertake client due diligence checks before and during our engagement. We will require you to provide relevant information and documentation for this purpose.

## Privacy Policy

**Effective Date:** [Date]

### 1. Introduction

This Privacy Policy describes how [Consultancy Company Name Ltd] ("we", "us", "our", or "the Consultancy") collects, uses, and protects your personal data.

The Consultancy is a provider of specialist economic consulting and expert witness services. For the purposes of the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018, the Consultancy is the 'data controller' for personal data collected in the course of our marketing activities, website operations, and client relationship management.

Our registered office is at [Consultancy's Registered Address]. Our company registration number is [Company Number].

### 2. The Personal Data We Collect

We may collect and process the following categories of personal data:

* **Identity & Contact Data:** Your name, title, job title, employer, email address, postal address, and telephone number.
* **Financial & Transaction Data:** Bank account and payment details for billing purposes.
* **Technical & Website Usage Data:** Information about your visit to our website, including your Internet Protocol (IP) address, browser type, and how you navigate the site. This is primarily collected via cookies.
* **Marketing & Communications Data:** Your preferences in receiving marketing from us and your communication preferences.

### 3. Our Lawful Basis for Processing

Under UK GDPR, we must have a lawful basis to process your personal data. We rely on the following:

* **Performance of a Contract:** We process your data where it is necessary to perform a contract we have with you (or your organisation), primarily our engagement to provide consulting services.
* **Legitimate Interests:** We process your data for our legitimate interests, which include the proper administration of our business, marketing our services, and managing our client relationships. We will only do so where our interests are not overridden by your own interests and fundamental rights.
* **Legal Obligation:** We may process your data to comply with our legal and regulatory obligations, such as for anti-money laundering checks and tax compliance.

### 4. How We Use Your Personal Data

We use your personal data for the following purposes:

* To provide our economic consulting and expert witness services.
* To manage our engagement with you, including for billing and administration.
* To send you updates, news, and details of our services which we believe may be of interest to you (you may opt-out of these communications at any time).
* To comply with our legal, regulatory, and professional obligations.
* To manage and secure our IT systems and website.

### 5. Data Sharing

We will not share your personal data with third parties except as necessary for the purposes outlined in this policy. We may share your data with:

* **Professional Advisors:** Our legal counsel, accountants, and insurers.
* **IT & Cloud Service Providers:** Third parties who provide us with essential services such as email hosting, data storage, and document management systems.
* **Courts, Tribunals, and Opposing Parties:** In the context of providing expert witness services, we may be required to disclose information as part of legal proceedings.
* **Regulators and Law Enforcement:** Where we are under a legal or regulatory duty to do so.

We ensure that any third party we share data with is subject to strict confidentiality and data protection obligations consistent with this policy and applicable law.

### 6. International Transfers of Personal Data

Given our international client base, we may need to transfer your personal data outside the United Kingdom (UK) and the European Economic Area (EEA). We will only do so if:

* The transfer is to a country that the UK Government has determined provides an adequate level of protection for personal data (an "adequacy regulation").
* We have put in place appropriate safeguards to protect your data, such as the UK's International Data Transfer Agreement (IDTA) or the UK Addendum to the EU Standard Contractual Clauses.

### 7. Data Retention

We will retain your personal data only for as long as is necessary to fulfil the purposes for which it was collected. This includes satisfying any legal, accounting, or reporting requirements. In most cases, this will be for the duration of our engagement with you plus a period of six years thereafter.

### 8. Your Data Protection Rights

Under the UK GDPR, you have the following eight rights regarding your personal data:

1. **The right to be informed:** To be told how we use your data.
2. **The right of access:** To request a copy of the data we hold about you.
3. **The right to rectification:** To have any inaccurate data corrected.
4. **The right to erasure:** To have your data deleted (in certain circumstances).
5. **The right to restrict processing:** To limit how we use your data.
6. **The right to data portability:** To receive your data in a common electronic format.
7. **The right to object:** To object to our processing of your data (e.g., for direct marketing).
8. **Rights in relation to automated decision making and profiling:** We do not currently conduct any automated decision-making or profiling.

To exercise any of these rights, please contact us using the details below.

### 9. Security

We have implemented appropriate technical and organisational security measures to prevent your personal data from being accidentally lost, used, accessed in an unauthorised way, altered, or disclosed. Access to your personal data is limited to those employees and third parties who have a business need to know.

### 10. Contact Us & Your Right to Complain

For any questions about this policy or to exercise your data protection rights, please contact our Data Protection Manager:

* **Email:** [e.g., privacy@consultancyname.co.uk]
* **Address:** [Consultancy's Registered Address]

You have the right to make a complaint at any time to the Information Commissioner's Office (ICO), the UK's independent authority for data protection issues. The ICO’s contact details can be found at [www.ico.org.uk](http://www.ico.org.uk).

**INVOICE (VAT Invoice for UK Clients)**

[Consultancy Company Name Ltd]

Registered Office: [Address]

Company Registration No: [12345678] VAT Registration No: GB [123 4567 89]

**Bill To:**

[Client Company Name]

[Client Address Line 1]

[Client Address Line 2]

[City, Postcode]

Invoice Number: [INV-001]

Invoice Date: [Date]

Date of Supply (Tax Point): [Date]

Client/Matter Reference: [Client/Matter Reference]

|  |  |  |  |
| --- | --- | --- | --- |
| **Description** | **Quantity (Hours)** | **Unit Price (£)** | **Net Amount (£)** |
| Economic consulting services for the period [Date Range]. | [e.g., 40] | [e.g., 250.00] | [e.g., 10,000.00] |
| *Add further lines as needed* |  |  |  |
| **Subtotal (Net)** |  |  | **£[10,000.00]** |
| **VAT (20%)** |  |  | **£[2,000.00]** |
| **Total Amount Due** |  |  | **£[12,000.00]** |

**Payment Instructions:**

Due Date: Payment is due within 30 days of the invoice date.

Payable to: [Consultancy Company Name Ltd]

**Bank Details for UK Transfer (BACS/Faster Payments):**

Bank Name: [Your Bank Name]

Sort Code: [00-00-00]

Account Number: [12345678]

Reference: Please quote Invoice No. [INV-001]

**For billing queries, please contact:** [Name] at [your.email@consultancy.com]

**Thank you for your business.**

**COMMERCIAL INVOICE (for International Clients)**

[Consultancy Company Name Ltd]

Registered Office: [Address]

Company Registration No: [12345678]

**Bill To:**

[Client Company Name]

[Client Address Line 1]

[City, State, Zip Code]

[Country]

Invoice Number: [INV-002]

Invoice Date: [Date]

Client/Matter Reference: [Client/Matter Reference]

|  |  |  |  |
| --- | --- | --- | --- |
| **Description** | **Quantity (Hours)** | **Unit Price ($)** | **Amount ($)** |
| Economic consulting services for the period [Date Range]. | [e.g., 50] | [e.g., 300.00] | [e.g., 15,000.00] |
| *Add further lines as needed* |  |  |  |
| **Total Amount Due** |  |  | **$[15,000.00]** |

**Payment Instructions:**

Due Date: Payment is due within 30 days of the invoice date.

Payable to: [Consultancy Company Name Ltd]

Beneficiary Address: [123 Finance Avenue, London, EC1V 2AB, United Kingdom]

**Bank Details for International Wire Transfer (USD):**

Bank Name: [Your Bank Name for USD transactions]

Bank Address: [Full Address of Your Bank Branch]

IBAN: [Your IBAN]

SWIFT/BIC Code: [Your SWIFT/BIC Code]

Reference: Please quote Invoice No. [INV-002]

**For billing queries, please contact:** [Name] at [your.email@consultancy.com]

**Thank you for your business.**