**Consultant's Agreement**

 1. Introduction and Definitions:

This Agreement is between [COMPANY NAME & ADDRESS](herein after called ‘The Company’) and [CONSULTANT NAME & ADDRESS] (herein after called 'the Consultant').

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

2. Purpose of the Agreement:

The purpose of the Agreement is:  
To outline the responsibilities and agreements of both parties in relation to the hiring of the Consultant’s services in order to conduct design work for The Company.

3. Commencement date and duration of the Agreement:

This Agreement will commence on [DATE] and terminates on [DATE] and is to be carried out in accordance with the following conditions:  
It may be terminated by either party giving one month's notice in writing. The Company may terminate the agreement immediately in the event that the Consultant commits any material breach of the terms of this Agreement, where a consultant acts negligently, or in a manner that seriously harms the reputation of The Company, or behaves in a way that is inconsistent with the The Company’s disciplinary rules.

The contract term may be extended after discussions between the parties at which point a new contract will be issued.

4. Fees and expenses:

Fees for the Agreement will be as follows:

The Company will pay the Consultant the pro rata rate of [£FEE] per calendar month for number of days the Consultant’s services are required during the month.

Where necessary, VAT will be added at the appropriate rate.  
Where appropriate, travel, subsistence and other expenses will be paid but only if specifically agreed, in advance of the expenses being incurred, with the Consultant.

5. Invoices and payment:

Unless specifically agreed otherwise, invoices will be submitted monthly by the Consultant and payment made as soon as possible.

6. Taxation:

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

7. Confidentiality

The Consultant will not divulge to third parties matters confidential to The Company (whether or not covered by this Agreement) without the explicit permission of The Company.  
Except where specifically agreed otherwise, all material, data, information etcetera. collected during the course of the Agreement will remain in the possession of The Company and not used without their permission.

8. Publication of material:

Where the Agreement provides for the publication of material, the following specific conditions  
shall apply:

(a) The Company will retain the right to edit the final draft prior to publication subject, in the case of joint publications, to amendments proposed being agreed with the author(s).

(b) prior to publication, the Consultant and/or others associated with the publication shall not disclose any material obtained or produced for the purposes of the project to any other party unless The Company have given prior approval in writing.

(c) the Consultant will provide to The Company copies of all material, data etcetera collected specifically for the project and indicate the source of other material used.

(d) The Company will, except where specifically agreed otherwise, hold copyright to the publication.

9. Restrictions:

The Consultant shall not whilst this Agreement is in force be engaged or concerned directly or indirectly in the provision of services to any other party in the same or similar field of business or activity to The Company without the prior written consent of The Company.

10. Insurance:

The consultant is expected to be properly insured for public liability and, where appropriate, employer liability contingencies.

11. Copyright/patent:

All work created, developed, invented, carried out or produced during your engagement or arising out of or in consequence of this Agreement, shall be deemed to have been made by or on behalf of The Company.  The work, together with the benefit of any such work, belongs exclusively to The Company.  You must give The Company full details of all and any such work. You must, at The Company’s request and cost both during the contract and thereafter, if required, take all steps as may be necessary or desirable to substantiate The Company’s rights in respect of any such work.

For The Company

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

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

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

Designation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For the Consultant

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

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

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

Designation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_