# Consultant’s agreement

1. **Parties:**

This Agreement is between the PCC, with registered address XXXXXX (herein after called “the PCC”) and [NAME of consultant and 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.

1. **Commencement date and duration of the Agreement:**

This Agreement will commence on DATE. The Agreement shall continue unless and until terminated as provided by the terms of this agreement; or by either party giving to the other not less than four weeks' prior written notice.

1. **Purpose of the Agreement:**

The purpose of the Agreement is to set out the terms under which the Consultant will provide services to the PCC.

1. **Services:**

The services that the Consultant will provide are XXXXXX ("the Services"). Further details of the Services are set out in the Schedule to this agreement.

The Consultant shall provide the Services to the PCC, meeting any reasonable performance dates notified to the Consultant by the PCC. The Consultant must co-operate with the PCC in all matters relating to the Services and comply with the PCC’s instructions.

The Consultant will provide the Services with care, skill and diligence in accordance with best practice in that industry, profession or trade. The Services must conform to any specification issued by the PCC, and to any description of the services issued by the Consultant.

1. **Other requirements:**

The Consultant shall observe and comply with all applicable laws, regulations, regulatory policies, guidelines and industry codes which may apply from time to time.

1. **Fees and expenses:**

Fees for the Agreement will be as follows: [INSERT]. Where necessary, VAT will be added at the appropriate rate. Where appropriate, travel, subsistence and other expenses will be paid at cost and in accordance with arrangements specifically agreed, in advance, with the Consultant.

1. **Invoices and payment:**

Unless specifically agreed otherwise, invoices will be submitted monthly by the Consultant, and the PCC shall make payment to a bank account in the Consultant’s name and nominated by the Consultant within 30 days of receiving the invoice. The invoices submitted should give details of the [hours OR days] the Consultant or any Substitute has worked during the month, the Services provided and the amount of the fee payable (plus VAT, if applicable) for the Services during that month.

VAT will be paid upon receipt of a valid VAT invoice.

Invoices should be submitted in PDF format to [insert email address] or in hard copy to [name/job role].

1. **Substitutes:**

If the Consultant is unable to provide the Services s/he should advise the PCC of that fact as soon as reasonably practicable. No fee shall be payable in respect of any period during which Services are not provided.

With prior written approval from the PCC, the Consultant may appoint a suitably qualified and skilled substitute (the “Substitute”) to perform the Services on his/her behalf. If the Substitute is accepted the Consultant shall continue to invoice the PCC and shall be responsible for the remuneration of the Substitute.

1. **Authority:**

Unless expressly stated otherwise, the Consultant does not have any authority to incur any expenditure in the name of the PCC and does not have authority to bind the organisation and hereby agrees not to hold him/herself out as having such authority.

1. **Health and Safety and other relevant policies:**

The Consultant is expected to comply with all health and safety procedures, safeguarding procedures and all other similar procedures from time to time in force at the premises where the Services are provided.

The Consultant shall comply with all the PCC’s policies that are deemed relevant to his/her appointment and which are provided by the PCC from time to time, including in particular the Data Protection Policy.

1. **Taxation:**

The relationship of the Consultant to the PCC will be that of independent contractor and nothing in this agreement shall render him/her an employee, worker, agent or partner of the PCC and the Consultant shall not hold him/herself out as such.

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 PCC against all liability for the same and any costs, claims or expenses including interest and penalties.

1. **Confidentiality:**

In the course of performing the Services the Consultant may have access to Confidential Information. The Consultant will not divulge to third parties matters confidential to the PCC (whether or not covered by this Agreement) without explicit permission.

## This restriction does not apply to any use or disclosure authorised in writing by the PCC or required by law; or any information which is already in, or comes into, the public domain otherwise than through the Consultant's unauthorised disclosure.

## Except where specifically agreed otherwise, all material, data and information collected during the course of the Agreement will remain in the possession of the PCC and will not be used without their permission.

"Confidential Information" is information in whatever form (including without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, affairs, employees, role holders, officers , finances, ordained ministers and members of the congregation and fellowship of the PCC, for the time being confidential to the PCC including (but not limited to) information that the Consultant creates, develops, receives or obtains in connection with his/her appointment under this agreement, whether or not such information (if in anything other than oral form) is marked confidential.

# Data protection:

# The PCC will only process personal data about the Consultant in accordance with its Data Protection Policy [insert link OR which is attached to this contract].

# If the Consultant processes personal data supplied by or on behalf of the PCC as part of the provision of Services, the Consultant acknowledges that the PCC is the data controller and the Consultant is a data processor in respect of that personal data. The Consultant must contact us immediately if s/he considers that s/he is also a data controller in respect of that data or (to the extent that s/he is permitted by law to do so) if the law requires the Consultant to process personal data otherwise than in accordance with this paragraph 13.

# [Clause 4 above sets out the scope, nature and purpose of any processing of personal data for the purpose of the contract.]

# The Parties shall each comply fully with all applicable requirements of data protection legislation in force at any time. In addition, in processing personal data for the purpose of this contract, the Consultant shall:

# a) process personal data only in accordance with the PCC’s written instructions (which may require the Consultant to amend, transfer, restrict processing of, or delete personal data or to provide a copy of all personal data);

# b) ensure that any persons who have access to or otherwise process personal data are obliged to keep that data confidential and only have such access as is strictly necessary for the performance of their duties;

# c) take reasonable steps to ensure the reliability of such persons and that they have been adequately trained in data protection law and practice;

# d) have in place appropriate technical and organisational measures (assessed and updated from time to time) to protect against unauthorised or unlawful processing and against accidental loss of, or damage to, personal data;

# e) ensure that any arrangement between the Consultant and a Substitute (or other sub-processor) is governed by a written contract which meets the requirements of data protection legislation. The Consultant shall remain liable for any act or omission of sub-processors;

# f) not transfer personal data outside of the EEA without obtaining the PCC’s prior written consent;

# g) provide the PCC with reasonable assistance and co-operation in meeting its obligations to keep personal data secure, notify breaches to the Information Commissioner, advise data subjects of breaches, carry out data protection impact assessments and consult with the Information Commissioner about such assessments;

# h) delete or return to the PCC, at the PCC’s absolute discretion, any personal data on the termination of this Agreement;

# i) provide the PCC with all information in the Consultant’s possession to demonstrate that both Parties have complied with their obligations under article 28 of the General Data Protection Regulation;

# j) submit and contribute to audits and inspections carried out by the PCC or our nominated auditor to evaluate compliance with data protection legislation;

# k) notify the PCC immediately if s/he thinks that the PCC has issued an instruction which does not comply with data protection legislation;

# l) promptly (and in any event within 24 hours) notify the PCC if any personal data is lost, destroyed or damage. The Consultant’s notification must describe the nature of the data breach including the categories and approximate number of data subjects concerned and the categories of personal data records concerned;

# m) promptly refer to the PCC any request, complaint, notice or communication from a data subject or from the Information Commissioner or other regulatory or supervisory body and the Consultant shall not (unless required by law) him/herself respond to any such request; and

# n) keep written records of the processing activities carried out on behalf of the PCC. This shall contain the information required by article 30 of the General Data Protection Regulation.

1. **Intellectual Property:**

The Consultant shall grant the PCC (or procure a grant of) a fully paid-up, worldwide, royalty-free, irrevocable licence to use, copy and modify the deliverables provided under this purchase order so that we can make full use of the deliverable. Insofar as the deliverables do not vest automatically by operation of law or under this agreement, the Consultant holds legal title in these rights and inventions on trust for the PCC.

“Intellectual Property” includes letters, patent trademarks whether registered or unregistered, registered or unregistered designs, utility models, copyrights including design copyrights applications for any of the foregoing and the right to apply for them in any part of the world, discoveries, creations, inventions or improvements upon or additions to an invention, confidential information, know-how and any research effort relating to any of the above mentioned business names whether registerable or not moral rights and any similar rights in any country.

No Intellectual Property belonging or licensed to the PCC is transferred or licensed to the Consultant as part of this Agreement, except to the extent that the Parties may agree in writing.

The Consultant shall not infringe the intellectual property rights of any third party and shall comply, and require any Substitute to comply, and in each case be able to provide evidence to demonstrate compliance with, all legislative, regulatory and any contractual requirements related to intellectual property rights and the use of any third party products or licences related to the Services.

1. **Restrictions:**

Nothing in this agreement shall prevent the Consultant from being engaged, concerned or having any financial interest in any capacity in any other business, trade, profession or occupation during this agreement provided that:

1. such activity does not cause a breach of any of the Consultant's obligations under this agreement;
2. the Consultant shall not engage in any such activity where there is a real, potential or perceived conflict of interest between his/her obligations to the PCC without the prior written consent of the PCC; and
3. the Consultant shall alert the PCC to any activity that may breach his/her obligations under a) and b) above immediately and shall give priority to the provision of the Services to the PCC over any other business activities undertaken by the Consultant during the course of his/her appointment under this agreement.

# Insurance:

# The Consultant shall maintain in force with a reputable insurance company, during the term of this Agreement and for two years thereafter, professional indemnity insurance, public liability insurance and employer’s liability insurance (if relevant) to cover the liabilities that may arise under this Agreement.

# The Consultant shall provide the PCC with the insurance certificate and most recent premium receipt upon request.

# Indemnity:

# The Consultant shall indemnify the PCC for any loss, liability, costs, damages, monetary penalties or expenses arising from:

# any claim brought against the PCC for actual or alleged infringement of a third party’s intellectual property rights arising out of the PCC’s receipt or use of the Services provided under this Agreement;

# any claim made to a court or tribunal or any complaint raised with the Information Commissioner arising out of any failure by the Consultant or a Substitute to comply with their obligations under paragraph 13 (Data Protection); and

# any breach by the Consultant or a Substitute including any negligent or reckless act, omission or default in the provision of the Services.

1. **Termination:**

Notwithstanding the provisions of clause 2, the PCC may terminate this agreement with immediate effect with no liability to make any further payment to the Consultant (other than in respect of amounts accrued before the Termination Date) if at any time the Consultant:

1. commits a material breach of this agreement;
2. fails to comply with the obligations under clauses 5 (other requirements), 13 (data protection) or 19 (anti-bribery);
3. commits any serious or repeated breach or non-observance of any of the provisions of this agreement;
4. is convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed, unless this is reasonably considered by the PCC to be relevant to the Services being provided);
5. is in the reasonable opinion of the PCC negligent or incompetent in the performance of the Services;
6. is incapacitated (including by reason of illness or accident) from providing the Services for an aggregate period of 26 days in any 52-week consecutive period;
7. commits any fraud or dishonesty or acts in any manner which in the opinion of the PCC brings or is likely to bring the Consultant or the PCC into disrepute or is materially adverse to the interests of the PCC; or
8. commits any breach of the Client's policies and procedures.
9. **Anti-bribery and criminal finances:**

The Consultant shall comply with all applicable laws, regulations and official guidance relating to anti-bribery and anti-corruption, including the Bribery Act 2010.

The Consultant shall not engage in any activity, practice or conduct which would constitute a tax evasion facilitation offence under sections 45 or 46 of the Criminal Finances Act 2017.

The Consultant shall comply with any ethics, anti-bribery or anti-corruption policy or procedure reasonably required by us and notified to the Consultant and have in place their own policies and procedures to ensure compliance of any personnel and supply chain with the Bribery Act 2010 and Criminal Finances Act 2017.

The Consultant shall promptly notify the PCC of any request or demand for any undue financial or other advantage of any kind received by the Consultant in the performance of the Services.

1. **Anti-slavery:**

The Consultant shall comply with (and use all reasonable endeavours to ensure that his/her supply chain complies with) all applicable anti-slavery and human trafficking laws, regulations and official guidance, including the Modern Slavery Act 2015.

1. **Force majeure:**

Neither Party shall be in breach of the Agreement or liable for any delay or failure to perform any of its obligations if such delay or failure results from an event or circumstance beyond its reasonable control.

The Party not affected may terminate the contract if the delay or non-performance continues for more than 30 days.

1. **General:**

The PCC may assign the benefit of the Agreement to any person.

This Agreement may only be varied by written agreement between the Parties.

Any notice to be given to a Party must be sent by pre-paid first class post or commercial courier or delivered by hand.

Only the Parties have any right to enforce the terms of this Agreement. The consent of any third party shall not be required for the variation or rescission of the contract.

The Agreement, and any dispute or claim under it or in connection with the Services shall be governed by the law of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

1. **Execution:**

For: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Organisation)
Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For the Consultant
Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Schedule of Services**