UK-SGAcsl11

IT consultant contract

This agreement is dated [date] [redacted]:

ABC Limited, a company incorporated in England and Wales [under company registration [number] and] whose [redacted] [[redacted]], ("[redacted]")

and

[Full name of consultant] whose address is [[redacted]], ("[redacted]").

Background:

[The Consultant has wide experience in the field of information technology systems for small and medium businesses, including networks and integration of e-commerce into historic business. [redacted]].

Accordingly, it is now agreed as follows:

1. Definitions

"Act"	means the Data Protection Act 2018.
"Assignment"	means a piece of work to be undertaken by the Consultant under the terms of this agreement which is fully described as to terms and scope in [the Detailed Specification / the schedule to this agreement / [redacted] [[redacted]] [redacted]].
"Confidential Information"	means all information about the parties, including:

any information which may give a commercially competitive advantage to any other [redacted]. [redacted]:

information about staff, their performance and [redacted],

data or information relating to suppliers, product plans, marketing strategies, finance, performance, operations, customer [redacted], [redacted], [redacted], [redacted]

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[redacted];

information about the Intellectual Property, Know-how and all aspects [redacted];

information created or arising from this agreement;

information owned by a third party and in respect of which a party [redacted]-[redacted].

information, comment or implication published on [redacted].

It does not include information that it is reasonably necessary to disclose to a customer or other person in the usual course [redacted].

“Detailed Specification”	means a specification of work to be [redacted].
“Fee”	means all money payable by the Client to the Consultant, however [redacted], [redacted].
"Intellectual Property" or “IP”	means intellectual property of every sort, whether or not registered or registrable in any country, including intellectual property of kinds coming into existence after today; and including, among others, patents, trade marks, unregistered marks, designs, [redacted], [redacted], [redacted], [redacted], [redacted], [redacted].
“Know-how”	means scientific or technical information, systems, testing procedures and management methods and other procedures and ways of working [redacted].

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2. Interpretation

In this agreement unless the context otherwise requires:

2.1. a reference to one gender shall include any or all genders and a reference to the singular may be interpreted [redacted].

2.2. a reference to a person includes reference to that person's successors, legal representatives, permitted assigns and any person to whom rights and obligations are transferred or pass as a [redacted], [redacted], [redacted]-[redacted].

2.3. the headings to the paragraphs to this agreement are inserted for convenience [redacted].

2.4. any agreement by any party not to do or omit to do something includes an obligation not to allow some [redacted].

2.5. a reference to an act or regulation includes new law of substantially the same [redacted].

2.6. in any indemnity, a reference to costs or expenses shall be construed as including the estimated cost of management time of [redacted], [[redacted] £ 200 [redacted]].

2.7. all money sums mentioned in this agreement are calculated [net / inclusive] of VAT, [redacted].

2.8. this agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement and any version or [redacted], [redacted].

3. Entire agreement

3.1. This agreement contains the entire agreement between the parties and supersedes all [redacted].

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3.2. Each party acknowledges that, in entering into this agreement, it does not rely on any representation, warranty, information [redacted].

3.3. Conditions, warranties or other terms implied by statute or common law in any country are excluded from [redacted].

3.4. This agreement has been drawn with reference to a single Assignment. However, the parties intend, and now agree that all the terms shall apply so far as reasonably possible to any [redacted].

3.5. In order to apply these terms to a second or further assignment or to a series of assignments, a reference to this agreement [redacted].

4. Warranties for authority

4.1. Each party warrants that it has power to enter into this agreement [and [redacted]].

4.2. The Consultant warrants and undertakes that he is not aware of anything within his reasonable control which might or will [redacted].

4.3. The Client warrants that it is not insolvent and knows of no circumstance which would entitle any creditor to appoint a receiver or to petition for [redacted].

5. Consultant's status

5.1. The Consultant is not a partner, agent or employee of the Client and does not have authority [redacted].

5.2. The Consultant agrees that he will be responsible for his own income and other tax liability and national insurance in respect of his Fees and he hereby agrees to indemnify the Client in respect of any claim that

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may be made by any [redacted].

6. Contract summary and payment

6.1. The Consultant shall commence work on the [redacted] [[redacted]].

6.2. The Consultant shall complete the Assignment for the Fee which shall be calculated and [redacted].

6.3. The Fee shall be calculated and paid as [redacted].

OR

6.4. The Client will pay the Consultant at the rate of £ [000] [redacted].

OR

6.5. After the end of each month, the Consultant will send an invoice to [redacted].

6.6. The invoice shall include whatever reasonable expenses the Consultant has incurred in working on any Assignment [provided such expenses have been approved in [redacted]] [[redacted]].

OR

6.7. The Consultant will personally bear the cost of all expenses incurred by [redacted].

6.8. The Consultant may charge for any reasonable costs incurred as a result of any delay caused by [redacted].

6.9. Payment of the sum specified in the invoice will be made by the Client within [14] days of date of sending the invoice. Failure to make timely payment shall entitle [redacted] , [redacted].

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6.10. The Consultant shall be entitled after [28] days notice to the Client and [not more than once in every 12 months] to increase the rates for work charged by [redacted] . [redacted] [[redacted]] [redacted] .

6.11. The Consultant reserves the right to charge the Client interest in respect of the late payment of any money due under this agreement (both before and after judgment) at the rate of [5] per cent [redacted] .

6.12. Banking charges by the receiving bank on payments to the Consultant will be borne by the Consultant. All other charges relating to payment [redacted] .

7. Consultant's requirements

7.1. The Client will provide for the exclusive use of the Consultant, the following [redacted] [[redacted]]:

7.1.1 an office set up for [three people] with workstations connected to the [redacted] , [redacted] . . .

7.1.2 telephone facilities for each person connected to the Client's system [redacted] .

7.1.3 keys, security codes, user names, passwords and any other relevant access to the office premises, the factory premises [redacted] [[redacted]] [redacted] [[redacted]].

7.2. The Consultant will provide a document setting out detailed practical requirements as required from time to time. The Client agrees to [redacted] .

8. Consultant's obligations

8.1. Each Assignment will be completed in accordance with the timetable [redacted] .

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8.2. The Consultant agrees that whilst engaged in any Assignment on the premises of [redacted], [redacted]:

8.2.1 all laws and regulations relating to employment of staff and [redacted];

8.2.2 the specific regulations of the Client as [redacted].

8.3. In working on the Assignment and in provision or delivery of any outcome, [redacted]:

8.3.1 the Detailed Specification;

8.3.2 all relevant commonly accepted standards, including those of [redacted];

8.3.3 [compliance with other standards and regulations].

8.4. In performing the Services, Consultant shall comply, to the best of his/her [redacted], [redacted].

8.5. The Consultant agrees that he will process personal data as required by the Act, as set out in Schedule [1]. The Client agrees to instruct, comply and co- [redacted].

9. Exclusions from contract

The following matters are explicitly excluded from the services to [redacted]:

9.1. Registration of necessary domain names;

9.2. Arrangement of merchant server banking and [redacted];

9.3. Contracting for web [redacted];

9.4. Supply new or [redacted] - [redacted];

9.5. Purchase of any necessary computer hardware and software;

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9.6. Search engine [redacted] .

10. Use of sub-contractors

If the Consultant wishes to perform any or [redacted] - [redacted] , [redacted] :

10.1. the Consultant must first obtain the written consent of the Client to [redacted] - [redacted] . [redacted] .

OR

10.2. the Consultant must first obtain the written consent [redacted] - [redacted] ;

10.3. the Consultant [redacted] ;

10.4. the Consultant agrees to indemnify the Client against any [redacted] - [redacted] .

OR

10.5. [this contract / [redacted]] [redacted] [[redacted]] [redacted] .

OR

10.6. so far as work under this [redacted] - [redacted] , [redacted] [[redacted]].

OR

10.7. the Consultant shall not sub- [redacted] .

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11. Confidentiality

11.1. The parties are aware that in the course of the performance of the Assignment they will each have [redacted] . [redacted] , [redacted] , [redacted] , [redacted] :

11.1.1 except as provided in this agreement, not divulge to any person [redacted] , [redacted] ([redacted]) [redacted] ;

11.1.2 not use the Confidential Information in any way for itself or [redacted] , [redacted] ;

11.1.3 not store, copy, or use the Confidential [redacted] [[redacted] . . . .]

11.1.4 keep all records of [redacted] ;

11.1.5 keep all records only at the address [redacted] ([redacted]);

11.1.6 make all relevant employees agents and sub-contractors aware of the confidentiality of [redacted] .

11.2. The Consultant agrees that before he permits any contractor or other person to [redacted] , [redacted] , [redacted] .

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12. Prior IP

12.1. This agreement shall have no [redacted] .

12.2. The Consultant may use whatever [redacted] .

12.3. IP elements previously developed by the Consultant [redacted] , [redacted] .

12.4. If, in the course of working on the Assignment, the Consultant incorporate into any product or service of Client, any Prior IP, [redacted] , [redacted] , [redacted] - [redacted] , [redacted] - [redacted] , [redacted] , [redacted] , [redacted] ([redacted] - [redacted]) [redacted] .

12.5. The licence granted in last previous sub [redacted] .

13. New IP

13.1. The Consultant shall use and contribute to the Assignment such Intellectual Property as is appropriate [redacted] .

13.2. During and after completion of the Assignment and unless [redacted] , [redacted] , [redacted] .

13.2.1 IP concepts created by the Consultant [but not incorporated in any goods, [redacted]], [redacted] . [redacted] .

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13.2.2 IP work incorporated in any [redacted] , [redacted] , [redacted] . [redacted]

13.2.3 Any new Intellectual Property [redacted] .

13.3. In the event that the Consultant creates, acquires or develops any new Intellectual Property (including moral rights) relating to [redacted] , [redacted] , [redacted] - [redacted] , [redacted] . [redacted] - [redacted] , [redacted] - [redacted] .

OR

13.4. So far as any IP of the Consultant is incorporated into any goods, service or system of the Client, or recommended for use by the Client, the Consultant now [redacted] [[redacted]] [redacted] , [redacted] [[redacted] / [redacted]] [redacted] 99 [redacted] . [redacted] .

13.5. On termination of this agreement each party shall:

13.5.1 deliver up to the [redacted] .

13.5.2 within [seven] days destroy any Intellectual Property [redacted] .

13.6. If either party believes that any third party is infringing any Intellectual Property rights in [the Product] it shall [redacted] . [redacted] [[redacted]] [redacted] .

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The obligations set out [redacted].

14. Confidentiality of particular intellectual property

The parties are aware that in the course of the performance [redacted] - [redacted]. [redacted] :

14.1. to prevent disclosure of the Know-how [redacted];

14.2. to restrict visitors to the [redacted] - [redacted];

14.3. that the obligation of confidence shall continue [redacted] - [redacted];

14.4. to compensate for any use by [redacted] - [redacted];

14.5. to indemnify for any liability incurred to [redacted] - [redacted];

14.6. to immediately stop [redacted] - [redacted];

14.7. to give the other party (at its expense) any [redacted];

14.8. that it shall not be a breach of this agreement for the parties [redacted] - [redacted].

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15. Indemnity by the Client

15.1. The Client agrees to indemnify [redacted] :

15.1.1 its failure [redacted] ;

15.1.2 its breach of this agreement;

15.1.3 any act, neglect or [redacted] ;

15.1.4 a breach [redacted] .

15.2. For the purpose of this paragraph it is agreed that the [redacted] £ [200 . 00] [redacted] .

16. Limitation of liability

16.1. The law differs from one [redacted] . [redacted] .

16.2. All implied conditions, warranties and terms are excluded from this agreement. If in any jurisdiction [redacted] , [redacted] , [redacted] , [redacted] , [redacted] .

16.3. The Consultant shall not be liable to the Client for [redacted] , [redacted] , [redacted] [redacted] .

16.4. The Consultant shall not [redacted] :

16.4.1 indirect or consequential loss; or

16.4.2 economic loss or other [redacted] , [redacted] , [redacted] ; [redacted]

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16.4.3 loss or damage suffered by [redacted] .

The above provisions apply even if such [redacted] .

16.5. Except in the case of death or personal injury, the total liability of the Consultant under [redacted] , [redacted] , [redacted] £ [10 , 000]. [redacted] , [redacted] .

16.6. This paragraph (and any other paragraph which excludes or restricts the liability of the Consultant) applies to [redacted] ([redacted] ([redacted]) [redacted] 1999 / [redacted] ([redacted]) ([redacted]) [redacted] 2017 , [redacted] .

17. Duration and termination

17.1. This agreement shall continue until terminated:

17.1.1 by completion of [redacted] ; [redacted]

17.1.2 by one party giving [28] [redacted] ; [redacted]

17.1.3 immediately by the Consultant if the Client fails to pay any [redacted] [28] [redacted] - [redacted] ; [redacted]

17.1.4 immediately by either party if the other commits any material breach of any term [redacted] [30] [redacted] ; [redacted]

17.1.5 immediately by either party if a trustee / administrative receiver or similar officer is appointed in respect of all or any part of the business or assets [redacted]

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[redacted] ([redacted]);

17.1.6 immediately if the Consultant is or becomes incompetent [redacted] ; [redacted]

17.1.7 the Consultant refuses to carry [redacted] .

17.2. Notwithstanding termination of this agreement for whatever reason, [redacted] .

17.3. Without regard to the reason why this agreement ends, the Client [redacted] , [redacted] .

18. Mutual undertaking not to compete unfairly

Each party undertakes with the [redacted] :

18.1. commence or continue any business or activity [redacted] .

18.2. at any time disclose to any person or [redacted] ;

18.3. encourage any person to breach any contract between that person and the other party [redacted] . [redacted] , [redacted] .

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19. Uncontrollable events

19.1. If either party cannot perform this agreement for any reason beyond his reasonable control [redacted] [[redacted]] [redacted], [redacted], [redacted].

AND/OR

19.2. Neither party shall be liable for any failure or delay in [redacted], [[redacted]].

OR

19.3. If any uncontrollable event delays or prevents the performance of the obligations of either party for a continuous [redacted] [[redacted]], [redacted]. [redacted] [7] [redacted], [redacted].

19.4. A termination notice is [redacted]-[redacted].

19.5. If the agreement is terminated, all money [redacted] [. . . . . [redacted]];

19.6. Costs arising from the [redacted].

19.7. The party claiming to be affected by an [redacted].

20. Publicity / Announcements

20.1. No public or press announcement nor research or academic [redacted].

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OR

20.2. Neither party shall:

20.2.1 make any public announcement; or

20.2.2 disclose any information; or

20.2.3 allow expressly or [redacted] ;

about this agreement without [redacted] .

20.3. By way of exception to the last previous sub paragraph, [redacted] .

OR

20.4. The parties agree to the issue of [redacted] [2], [redacted] .

21. Miscellaneous matters

21.1. No amendment or variation to this agreement [redacted] , [redacted] .

21.2. The parties acknowledge and agree that this [redacted] .

21.3. If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated [redacted] . [redacted] , [redacted] .

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21.4. Any obligation in this agreement [redacted].

21.5. [redacted], [redacted].

21.6. [redacted].

21.7. [redacted], [redacted].

21.8. [redacted] ([redacted]) [redacted] 1999 / [redacted] ([redacted]) ([redacted]) [redacted] 2017 [redacted], [redacted], [redacted], [redacted], [redacted], [redacted], [redacted].

21.9. [redacted] - [redacted].

It shall be deemed to have been delivered:

[redacted]: [redacted];

[redacted]: [redacted] 72 [redacted];

[redacted] - [redacted] - [redacted]: [redacted] 24 [redacted] - [redacted]. [[redacted] - [redacted]. [redacted], [redacted]]

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[redacted]

Signed by [Consultant name]

Signed by [personal name] on behalf of [Company name] his representative who personally accepts liability for the proper authorisation by [Company name] to enter into this agreement.

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Schedule 1 - Data Protection Act 2018 Compliance

1. Definitions

[redacted]:

"Associate"	[redacted], [redacted], [redacted].
"ICO"	means the Information Commissioner's Office.
"Data Protection Legislation"	means all or any of: (a) the GDPR, (b) the applied GDPR, (c) the Act, (d) regulations made under the Act ([redacted]) [redacted] 2 (2) [redacted] 1972 [redacted].
"the GDPR"	[redacted] (EU) 2016/679 [redacted] 27 [redacted] 2016 [redacted] ([redacted]).
"the applied GDPR"	[redacted] 3 [redacted] 2 [redacted].
"Law Enforcement Directive"	[redacted] (EU) 2016/680 [redacted]

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[illegible] 27 [illegible] 2016 [illegible], [illegible], [illegible], [illegible], [illegible] 2008 / 977 / [illegible] .

"[illegible]", "[illegible]", "[illegible] - [illegible]", "[illegible]", "[illegible]", "[illegible]", "[illegible]" [illegible] " [illegible] " [illegible], [illegible].

[illegible], "[illegible]", [illegible].

2. Data Protection

2.1. [illegible] .

2.2. [illegible], [illegible].

2.3. [illegible], [illegible].

2.4. [illegible] 1 [illegible].

3. How the Consultant shall process data

[illegible], [illegible], [illegible]:

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3.1. [redacted];

3.2. [redacted], [redacted], [redacted];

3.3. [redacted]-[redacted]-[redacted], [redacted];

3.4. [redacted], [redacted]-[redacted]. [redacted]. [redacted], [redacted].

3.5. [redacted]-[redacted], [redacted].

3.6. [redacted], [redacted]-[redacted], [redacted]-[redacted].

3.7. [redacted], [redacted] ([redacted]) [redacted]:

3.7.1 [redacted], [redacted]; [redacted]

3.7.2 [redacted]; [redacted]

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3.7.3 [redacted]

3.7.4 [redacted]

3.7.5 [redacted]

3.8. [redacted]:

3.8.1 the pseudonymisation and encryption of personal data;

3.8.2 [redacted];

3.8.3 [redacted];

3.9. [redacted]:

3.9.1 [redacted];

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3.9.2 [redacted];

3.9.3 [redacted] ([redacted]. [redacted]. [redacted]-[redacted]) [redacted]; [redacted]

3.9.4 [redacted] 32 (1) [redacted];

3.10. [redacted]. [redacted] ([redacted]-[redacted]) [redacted].

3.11. [redacted] ([redacted] 24 [redacted]) [redacted], [redacted], [redacted], [redacted], [redacted], [redacted], [redacted]-[redacted];

3.12. provide reasonable assistance to the Client in:

3.12.1 [redacted];

3.12.2 [redacted], [redacted];

3.12.3 [redacted], [redacted], [redacted], [redacted];

3.12.4 [redacted], [redacted];

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3.12.5 [redacted]

3.12.6 [redacted]

4. Post termination

4.1. [redacted]:

4.1.1 [redacted]

4.1.2 [redacted]

4.1.3 [redacted]

4.1.4 [redacted] 14 [redacted]

4.2. [redacted]

5. Warranty and acceptance of liability

5.1. [redacted]

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[redacted].

5.2. [redacted]-[redacted], [redacted]/[redacted].

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Appendix 1 to Schedule 1

Data Processing Activities

What the Consultant may process in each category

1 The Consultant shall process this basic personal data

1.1. Name.

1.2. Address.

1.3. Email address.

1.4. Telephone number

1.5. [redacted], [redacted].

1.6. [[redacted]].

2 [redacted].

[redacted], [redacted], [redacted].

3 [redacted]

3.1. [redacted].

3.2. [redacted].

4 Retention period

4.1. [redacted], [redacted], [redacted], [redacted]:

4.1.1. for accounting and taxation purposes;

4.1.2. [redacted];

4.1.3. [redacted];

4.2. [redacted], [redacted]

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Schedule 2: Press release

[Press announcement]

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Explanatory notes

IT consultant contract

Paragraph specific notes

Preliminary: describing specification or assignment

Call it what you like, the key to the success of a consultancy contract is to define the scope very clearly. This is nowhere more true than in reference to a technical contract. We advise you to be sure that you field a negotiator with at least the equivalent technical understanding as the consultant. Avoid jargon. [redacted]. [redacted].

We have provided a flexible approach from which you can decide on how you wish to set down the specification of your work. Bear in mind that this will [redacted]. [redacted]:

- entering short details of the assignment into this very document. Do this only if the specification is less than, [redacted], 200 [redacted]. [redacted]
- writing a short description of the assignment, either as part of the body of the document or as a schedule, then providing for future refinement [redacted].
- writing the specification into this document as a schedule - as long as you like and [redacted].
- attaching the specification to this agreement and cross referencing so as to make clear that the two [redacted].

Whichever alternative you choose will require edit of other parts of the document where reference is made to a [redacted].

- You should specify as accurately as possible the work to be done. Where this does not lead to a clearly identifiable goal, consider at least what sort of consultancy you [redacted]. [redacted]:
- assessing a factual situation and giving an opinion;
- making recommendations;
- solving specific identified problems;

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and does the work involve:

- attending court as an expert witness;
- attending meetings with any authority to support your ■ ■ ■ ■ ■ ■ ■ ■ ;
- making presentations and giving lectures;
- other educational tasks;
- contributing to discussions at meetings.
- Limit the field of work. Use a clear definition of what you can do. By doing so you will reduce the risk of dispute ■ ■ ■ ■ ■ ■ ■ ■

3. Entire agreement

This paragraph prevents a party from later saying he was relying on some other document or web site or what was said. If other documents are to be relied on, ■ , ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

We have provided for payment for work ■ , ■ ■ ■ ■ ■ ■ ■ ■ .

7. Consultant’s requirements

An opportunity to set down what ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

[redacted].

The question of who owns what intellectual property rights is one for detailed discussion and decision before the contract is signed. It may be appropriate for you to [redacted].

If an outcome of the assignment is the [redacted].

14. Confidentiality of particular intellectual property

This paragraph is to protect procedures and systems commonly referred to as "[redacted]". [redacted].

15. Indemnity by the Client

A form of indemnity to protect the consultant You could edit [redacted].

16. Limitation of liability

Reduces the chance of a successful [redacted].

Some of these provisions may be void against a European client. Some [redacted].

The law is complicated and much depends [redacted].

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[redacted].

You will see that we have also included in the provision for [redacted]. [redacted].

As drawn, the consultant has very little liability. The extent to which the consultant is [redacted]. [redacted], [redacted].

17. Duration and termination

We suggest you edit as minimally required.

It is after termination that conflicts [redacted]. [redacted], [redacted]. [redacted].

18. Mutual undertaking not to compete unfairly

We have intentionally used a strong word. This is an area of confidentiality not often covered, but [redacted]. [redacted], [redacted]. [redacted], [redacted]. [redacted].

19. Uncontrollable events

Often referred to as “force [redacted]”. [redacted].

20. Publicity / Announcements

This may [redacted]. [redacted].

21. Miscellaneous matters

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A number of special points. We have identified each of these as [redacted] .

Rights of Third Parties Act - [redacted] .

Schedule: Data Protection Act 2018 Compliance

These paragraphs have been drawn with the greatest of care to [redacted] .

If the contractual arrangement (unusually) is such that the consultant is [redacted] .

It should not be necessary to incorporate provision for [redacted] 11 .

No provisions in this section should be edited unless it [redacted] .

The final section is a series of lists [redacted] .

End of notes

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