[Company name]

How to use this document: delete this paragraph before saving, sharing, or circulating it. Every part shown in blue is yours to replace: type your own details over each blue [field] until no blue remains. Then select all (Ctrl+A) and set the font colour to the same dark colour throughout. What is left is your finished document.

Consultancy Agreement

A general-purpose agreement for engaging a consultant to provide professional advice or services. General wording only, not legal advice; check it fits your situation and seek legal advice in your own jurisdiction before signing or relying on it.

This agreement is made on [Date of this agreement] between [Full legal name of the client] of [Address of the client] (the Client) and [Full legal name of the consultant] of [Address of the consultant] (the Consultant). Start: [Start date of the consultancy]; end: [End date of the consultancy]. Services: [Brief description of the consultancy services]. Notices: Client [Contact details for notices to the client]; Consultant [Contact details for notices to the consultant].

1. Engagement and scope. The Client engages the Consultant to provide the services below, and the Consultant agrees to provide them. Services: [Full description of the consultancy services, including the subject matter, the work to be done, and any limits on the scope]. The Consultant will use reasonable care and skill, to the standard of a reasonably competent consultant in the same field, and keep the Client informed of progress and anything affecting the services, deliverables or timetable. Any change to the scope must be agreed in writing by both parties, stating any change to fees, deliverables or timetable.**2. Deliverables and milestones.** The Consultant will deliver the following, and the Client will review each within [Review period] of receiving it: (1) [First deliverable], due [Due date of the first deliverable] ([Milestone or acceptance test for the first deliverable]); (2) [Second deliverable], due [Due date of the second deliverable] ([Milestone or acceptance test for the second deliverable]); (3) [Third deliverable], due [Due date of the third deliverable] ([Milestone or acceptance test for the third deliverable]). If a deliverable falls short, the Client must say so in writing within the review period, stating what needs correcting; the Consultant will correct it within [Correction period] at no extra charge, unless the correction follows a change requested by the Client.

3. Fees and payment. Fees: (1) [First fee item] [Fee amount] [Currency], due [Payment due date or trigger]; (2) [Second fee item] [Fee amount] [Currency], due [Payment due date or trigger]; total, if fixed: [Total fee, if fixed] [Total fee amount] [Currency], due [Payment due date or trigger]. The Client will pay each fee within [Payment period] of receiving a correct invoice. Fees exclude applicable tax unless stated otherwise; the Client pays any applicable tax on top where the law requires it. If a fee is late, the Consultant may charge interest at [Interest rate] per [Interest period] from the due date until payment, and may pause the services after giving [Notice period before pausing services] written notice.**4. Expenses.** The Client will reimburse reasonable expenses up to [Expenses limit] [Currency] in total, or up to [Expenses limit per item] [Currency] per item, unless the Client has agreed a higher amount in writing in advance. The Consultant must keep receipts and provide copies with the relevant invoice; the Client will reimburse approved expenses within [Expenses payment period] of receiving the invoice and receipts.

5. Client duties. The Client will provide, in good time: [Information or documents the Client must provide]; [Access the Client must provide, such as access to premises, systems, staff, or records]; [Decisions the Client must make, and the time within which they must be made]. If the Client is late providing information, access or a decision, the Consultant may adjust the timetable for the affected deliverables and must notify the Client of the delay and the revised date.**6. Consultant duties and status.** The Consultant is not an employee of the Client and is entitled to no employment benefit; the Consultant is responsible for its own tax, insurance and other obligations. The Consultant may use suitably qualified subcontractors only with the Client's prior written consent, and remains responsible for their work.

7. Intellectual property. IP created by the Consultant specifically for the Client under this agreement, including [Type of deliverable, such as reports, designs, or advice documents], belongs to the Client once the Client has paid the fees for that deliverable in full. The Consultant's pre-existing IP, methods, know-how and tools remain the Consultant's; the Client is licensed to use that pre-existing IP as included in a deliverable. The Consultant must not use the Client's IP for any other client or purpose without the Client's prior written consent.**8. Confidentiality.** Each party must keep confidential information shared under this agreement that is marked confidential, or that a reasonable person would treat as confidential, and must not share it except as needed to carry out this agreement or where required by law. This clause applies for [Duration of the confidentiality obligation] after this agreement ends.

9. Non-compete and non-solicit. During the term, and for [Non-compete period] after it ends, the Consultant will not provide services of the same kind to [Description of any competing business or activity, or delete this clause if no non-compete applies] without the Client's prior written consent. During the term, and for [Non-solicit period] after it ends, neither party will directly solicit any employee or contractor of the other party who was involved in the services, except through a general recruitment advertisement. Any restriction wider than the law allows is reduced to the widest the law allows.**10. Liability cap.** Each party's total liability to the other will not exceed [Liability cap amount] [Currency], or the total fees paid under this agreement, whichever is greater, except for liability that cannot be limited by law. Neither party is liable for loss of profit, loss of business, or indirect or consequential loss, except where the loss arises from breach of clause 8 (Confidentiality) or clause 7 (Intellectual property).

11. Term and termination. This agreement starts on [Start date of the consultancy] and continues until [End date of the consultancy], or until the deliverables are done and the final fee paid, whichever is later, unless ended earlier under this clause. Either party may end it at any time by giving [Notice period] written notice. Either party may end it at once by written notice if the other materially breaches and does not remedy it within [Remedy period] of being asked in writing, or if the other becomes insolvent or stops carrying on business. On termination, the Client will pay for services provided and approved expenses incurred up to that date. Clauses 7, 8, 9 and 10 continue after termination.**12. Governing law.** This agreement, and any dispute arising from it, is governed by the law of [Governing law jurisdiction]. The parties will first try to resolve any dispute by discussion. If they cannot, it will be resolved by [Method of resolving disputes, such as mediation or the courts of the governing law jurisdiction].**13. Notices and entire agreement.** Any notice must be in writing, sent to the contact details above, or to any other contact details notified in writing by the receiving party. This agreement is the entire agreement between the parties about the consultancy services; any change must be in writing and signed by both parties.

14. Signatures. By signing below, each party agrees to the terms of this agreement. Signed for [Full legal name of the client]: Signature _____ Name [Full name of the signatory], [Job title of the signatory], Date [Date of signing]. Signed for [Full legal name of the consultant]: Signature _____ Name [Full name of the signatory], [Job title of the signatory], Date [Date of signing].