

DATED _____

(1) <<Editor>>

(2) <<Client>>

FREELANCE EDITOR'S AGREEMENT

THIS AGREEMENT is made the day of

BETWEEN:

- (1) <<Name of Editor>> [a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] **OR** [of] <<insert Address>> ("the Editor") and
- (2) <<Name of Client>> [a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] **OR** [of] <<insert Address>> ("the Client")

WHEREAS:

- (1) At all material times the Editor is engaged in the business of providing proof-reading and editing services.
- (2) The Client wishes to acquire the services of the Editor in relation to <<insert title of work>> ("the Work").
- (3) The Editor hereby agrees to provide his services to the Client subject to the terms and conditions of this Agreement.

IT IS AGREED as follows:

1. Definitions and Interpretation

- 1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

"Business Day"	means any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in <<insert location>>;
"Confidential Information"	means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to, or in connection with, this Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);
"Editing Work"	means the work produced by the Editor in the course of providing the Editing Services;
"Editing Services"	means the services provided by the Editor as set out in Schedule 1;
["Fee"]	[means the consideration payable to the Editor for the Editing Services as defined in Clause 5;]

“Intellectual Property Rights”

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marks and service marks,
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[“Royalty / Royalties”]

[mean
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ed in Clause 5;]

“Work”

means
author

by <<insert name of
by the Editor.

1.2 Unless the context otherwise

in this Agreement to:

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similar means;

cludes a reference to any
facsimile transmission or

1.2.2 a statute or a provis
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relevant time;

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1.2.6 a "Party" or the "Part

to this Agreement.

1.3 The headings used in this A
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1.4 Words imparting the singular

the plural and vice versa.

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2. Engagement of the Editor

2.1 The Client hereby engages t

Editing Services.

2.2 The Editor shall complete
Completion Date”).

by <<insert date>> (“the

2.3 The Editor acknowledges th
in the Editing Services bein

imate commercial interest
Completion Date and that the

Client should have an alternative remedy available. Accordingly, subject to sub-clause 2.3, if the Editor fails to complete the Editing Services by the Completion Date, [the sum of £<insert sum>] OR [a sum of <insert sum>] shall be deducted as liquidated damages from the total Fee payable to the Editor for each Business Day after the Completion Date without remedy for any further delay.

it is not so completed. If the Editor fails to complete the Editing Services by the Completion Date, [the sum of £<insert sum>] OR [the sum of <insert sum>] shall be deducted as liquidated damages from the total Fee payable to the Editor for each Business Day after the Completion Date without remedy for any further or other delay.

2.4 The Client shall provide the Work by <insert date> ("the Delivery Date"). In the event that the Editor fails to deliver the Work on the Delivery Date, the Completion Date shall be one day for each day that the delivery of the Work is delayed.

by <insert date> ("the Delivery Date"). In the event that the Editor fails to deliver the Work on the Delivery Date, the Completion Date shall be one day for each day that the delivery of the Work is delayed.

2.5 The Editor shall be responsible for ensuring that all work is performed to the satisfaction of the Client. The Editor is wholly responsible for ensuring that the Work is completed to the satisfaction of the Client or any part of the Editing Services. The Editor shall ensure that the Work is completed to the satisfaction of the Client with reasonable care.

The Editor shall be responsible for ensuring that all work is performed to the satisfaction of the Client. The Editor is wholly responsible for ensuring that the Work is completed to the satisfaction of the Client or any part of the Editing Services. The Editor shall ensure that the Work is completed to the satisfaction of the Client with reasonable care.

2.6 Whilst the Editor will use reasonable care to ensure that all errors, inconsistencies and other faults are corrected, he shall not be liable for missing such faults.

to ensure that all errors, inconsistencies and other faults are corrected, he shall not be liable for missing such faults.

3. Nature of Engagement

3.1 The Editor shall at all times perform the Editing Services and those of his subcontractors in accordance with the Editor's exclusive direction and control.

Contractor and the Editor's subcontractors shall at all times under the direction and control of the Editor.

3.2 The Editor shall at all times manage the Editing Services and those of his subcontractors in accordance with the Client's representative) to ensure that the timing of the Editing Services is taken into account by the Client and any other contractors engaged by the Client.

in managing how and in what order the Editing Services are performed in accordance with the Client (or the Client's representative) to ensure that the timing of the Editing Services is taken into account by the Client and any other contractors engaged by the Client.

3.3 The engagement under this Agreement shall be non-exclusive and the Editor shall be entitled, at his discretion, to employ another person to perform the Editing Services. The Editor shall in any event ensure that the provision of the Editing Services is undisturbed by the Editor or any other person for any reason upon notification to the Client that a delay is unacceptable.

by non-exclusive and the Editor shall be entitled to employ another person to perform the Editing Services. The Editor shall in any event ensure that the provision of the Editing Services is undisturbed by the Editor or any other person for any reason upon notification to the Client's representative) that a delay is unacceptable.

3.4 Whenever possible and practical, the Editor shall use his own equipment, materials and resources to complete the Editing Services.

and use his own equipment, materials and resources to complete the Editing Services.

3.5 The engagement and appointment of the Editor under this Agreement does not create any mutual obligation between the Client or the Editor to offer or accept any further engagement or relationship shall hereby be created or implied.

under this Agreement does not create any mutual obligation between the Client or the Editor to offer or accept any further engagement or relationship shall hereby be created or implied.

4. Self-Employment Status of the Editor

4.1 The Editor shall at all times be a self-employed person for the purposes of the Income Tax Act 2003.

Contractor and shall have the status of a self-employed person for the purposes of the Income Tax Act 2003 and shall be responsible for all income tax payable by him.

- and national insurance contributions and contributions in respect of the consideration payable
- 4.2 The Editor hereby agrees to indemnify the Client in respect of any claims that may be made by the relevant authorities in respect of the Client in respect of income tax or national insurance contributions, including interest and penalties, in respect of the Editing Services provided by the Editor under this Agreement.
- 4.3 The Editor shall be responsible for the payment of value added tax.
- 4.4 Nothing in this Agreement shall constitute or create any partnership, joint venture or employment relationship between the Editor and the Client.
5. **Consideration**
- 5.1 [In consideration of the Editor's services, the Client shall pay to the Editor the Fee of £<<insert sum>> [and the Client shall provide a quotation dated <<insert date>>].]
- AND/OR**
- [In consideration of the Editor's services, the Client shall pay to the Editor a Royalty of <<insert percentage>> of the gross receipts from the first <<insert number>> copies of the Work and <<insert percentage>> of the gross receipts from the second <<insert number>> copies of the Work over <<insert period>>.]
- 5.2 [Payment of the Fee shall be made by the Client on completion of the Editing Services and shall be made by the Client on receipt of the Editor's invoice for the services provided.]
- AND/OR**
- [The Client shall submit to the Editor a statement of Royalties due no later than <<insert period>> after the end of each month and shall pay such Royalties within <<insert period>> of receipt by the Client of the statement.]
- 5.3 All payments made under this Clause shall be made by the Client, net of value added tax chargeable on such payments.
- 5.4 [Upon completion and publication of the Work, the Client shall pay to the Editor <<insert number>> copies of the Work.]
- 5.5 No further payment shall be made by the Client to the Editor in respect of the Editing Services over and above the entitlement set out in Clause 5, and, without limitation, no payment shall be made to the Editor in respect of any expenses incurred by the Editor in completing the Work.
6. **The Work and Intellectual Property**
- 6.1 Upon receipt in full by the Editor of the Fee or [first Royalty payment] due under Clause 5, the Client shall assign to the Editor all Intellectual Property Rights subsisting in any and all works created by the Client and the Editor in respect of such work arising from the Editing Services provided by the Editor under this Agreement, including any Patents Act 1988.

6.2 Nothing in this Agreement or sub-Clause 6.1 shall effect any assignment of Intellectual Property Rights which may arise to the benefit of the Editor. As a result of the assignment, the Editor shall be deemed to be a joint author of the Work.

6.3 The Editor shall be credited in the following way:
<<insert form of credit>>

7. Editor's Warranties and Indemnities

7.1 The Editor represents, warrants and agrees with the Client as follows:

7.1.1 the Editing Work shall not infringe any copyright, other Intellectual Property Rights, privacy, rights of personality or rights whatsoever of any person;

7.1.2 copyright in the Editing Work shall subsist throughout the full period of copyright protection pursuant to the laws of the United Kingdom [and/or any other country] and the Universal Copyright Convention and/or

7.1.3 the Editing Work shall not be of [any jurisdiction] OR [Wales>>] be obscene, defamatory of any person and shall not contain any information obtained in violation of the Data Protection Act 1988, the Freedom of Information Act 2000, the Regulation of Investigatory Powers Act 2000, the Privacy and Data Protection Regulations 2003, the Official Secrets Act 1989 or any other domestic or foreign legislation and nothing published or to be published in the Editing Work will, if published, constitute a contempt of court;

7.1.4 the Editor shall not assign, transfer, encumber or otherwise dispose of any rights in or to the Editing Work except pursuant to a written agreement or arrangement which does not conflict with the Client's rights and the Editor's performance of his obligations under this Agreement;

7.1.5 [subject to sub-Clause 7.2] the Editor shall fully and exclusively undertake to indemnify the Client and keep the Client fully indemnified from and against all actions, claims, demands, costs (including without prejudice to the legal costs of defence), awards, or damages the Client on a solid basis, howsoever arising – whether as a result of any breach or non-performance by the Editor of his warranties, or obligations or undertakings, or otherwise.

7.2 [The total liability of the Editor under this Agreement shall be limited to £<<insert sum>>].

8. Client's Warranties and Indemnity

- 8.1 The Client represents, warrants and agrees with the Editor as follows:
- 8.1.1 the Work shall be (and shall be deemed to be) the original work of the party represented (and shall not infringe any other Intellectual Property Rights, moral rights, or rights of publicity, or any other rights whatsoever of any third party);
 - 8.1.2 copyright in the Work shall, for the full period of copyright protection be valid and enforceable under the laws of the United Kingdom [and the Berne Convention and/or the Universal Copyright Convention];
 - 8.1.3 the Work shall not, in any jurisdiction [e.g. England and Wales] be obscene, offensive to religion, or contain any material which is in violation of the Data Protection Act 1998, the Regulation of Investigatory Powers Act 2000, the Privacy and Electronic Communications Regulations 2003, the Official Secrets Act 1989 or any other domestic or foreign legislation and not constitute a contempt of court; or
 - 8.1.4 the Client shall not enter into any contract or arrangement which might conflict with this Agreement or might interfere with the Editor's obligations under this Agreement;
 - 8.1.5 [subject to sub-Clause 9.2] the Client shall indemnify the Editor and keep the Editor fully indemnified from and against all actions, claims, demands, costs (including without prejudice to the provision the legal costs of defence), awards, or damages the Editor on a solid basis, as a result of any breach or non-performance by the Client's undertakings, warranties, or obligations under this Agreement.
- 8.2 [The total liability of the Client under this Agreement shall be limited to £<<insert sum>>.]

9. Confidentiality

- 9.1 Both Parties undertake that they shall not disclose any Confidential Information by sub-Clause 9.2 or as authorised in writing by the Editor at all times during the continuance of this Agreement and for a period of <<insert period>> [or <<insert period>>] after its termination:
- 9.1.1 keep confidential all Confidential Information;
 - 9.1.2 not disclose any Confidential Information to any other party;
 - 9.1.3 not use any Confidential Information for any purpose other than as contemplated by this Agreement;
 - 9.1.4 not make any copies of or part with possession of any Confidential Information.

- 9.1.5 ensure that (as applicable) directors, officers, employees, agents or advisers do not do anything by that Party, would be a breach of the provisions of this Agreement.
- 9.2 Subject to sub-Clause 9.3, the disclosing Party shall not disclose any Confidential Information to:
- 9.2.1 any of their sub-contractors or suppliers;
- 9.2.2 any governmental or regulatory body; or
- 9.2.3 any of their employees or agents, or any party described in sub-Clauses 9.2.1 or 9.2.2.
- 9.3 Disclosure under sub-Clause 9.2 is permitted only to the extent that is necessary for the purposes of the Agreement, or as required by law. In each case the disclosing Party shall inform the recipient that the Confidential Information is disclosed and that the recipient is a body described in sub-Clause 9.2. If the recipient is an employee or officer of such a body, the disclosing Party shall also submit to the other Party a written undertaking from that employee or officer not to disclose the Confidential Information or for which the disclosure is made.
- 9.4 Either Party may use any Confidential Information for any purpose, or disclose it to any other party, where the Confidential Information is or becomes public knowledge through no fault of that Party.
- 9.5 When using or disclosing Confidential Information under sub-Clause 9.4, the disclosing Party must ensure that it does not disclose any part of that Confidential Information which is not necessary for the purpose.
- 9.6 The provisions of this Clause shall not apply in accordance with their terms, notwithstanding the terms of any other agreement for any reason.
10. **Termination**
- 10.1 Either Party may terminate this Agreement at any time without notice and without giving any reason for termination.
- 10.2 Without prejudice to the general provisions of Clause 10.1, this Agreement shall terminate, notwithstanding any other provisions, in the following circumstances:
- 10.2.1 either Party fails to comply with its obligations and duties under this Agreement and such failure, after written notice, is not remedied within <<insert period>> days of the date of such failure from the other Party; or
- 10.2.2 either Party goes into liquidation, administration – either voluntary or compulsory – save for a reconstruction or arrangement approved by the court or a receiver is appointed over the whole or any part of the assets of the Party.
- 10.3 The termination of this Agreement shall not prejudice to any rights which have already accrued under this Agreement.

11. Nature of the Agreement

- 11.1 This Agreement is personal and cannot be assigned, mortgaged, or charged (other than in connection with the mortgage, or charge) [or sub-license] any of its rights hereunder, or otherwise delegate any of its obligations hereunder, except with the written consent of the other Party, such consent not to be unreasonably withheld.
- 11.2 This Agreement contains the entire agreement between the Parties with respect to its subject matter and shall be binding on the Parties and except by an instrument in writing signed by the duly authorized representatives of the Parties.
- 11.3 Each Party acknowledges that it enters into this agreement, it does not rely on any representation, warranty or other terms provided in this Agreement, and it waives any warranties or other terms implied by statute or common law to the fullest extent permitted by law.
- 11.4 No failure or delay by either Party in exercising any of its rights under this Agreement shall be deemed a waiver of any right, and no waiver by either Party of a breach of any provision of this Agreement shall be deemed to constitute a waiver of any other provision.

12. Severance

The Parties agree that, in the event any provision of the provisions of this Agreement is found to be unlawful or unenforceable, that / those provisions shall be deemed severed and the remainder of this Agreement shall be enforceable.

13. Notices

- 13.1 All notices under this Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, the Party giving the notice.
- 13.2 Notices shall be deemed to have been given to the Party to whom they are addressed by the following methods:
- 13.2.1 when delivered, if delivered by hand or by registered mail) during business hours;
 - 13.2.2 when sent, if transmitted by e-mail and a successful transmission report is received;
 - 13.2.3 on the fifth business day after the date of mailing, if mailed by national ordinary mail, postage paid;
 - 13.2.4 on the tenth business day after the date of mailing, if mailed by airmail, postage prepaid.
- In each case notices shall be given to the Party's most recent address, e-mail address, or facsimile number.

14. Alternative Dispute Resolution

- 14.1 Any dispute or difference arising out of or in connection with this Agreement or its subject matter shall be referred to a single arbitrator to be

agreed upon by the Parties
then President of the Law
conferred upon arbitrators b

nt, to be appointed by the
to have all of the powers
d Wales.

- 14.2 The Parties hereby agree th
and binding on both Parties.

arbitrator shall [not] be final

15. **Law and Jurisdiction**

- 15.1 This Agreement (including a
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- 15.2 Subject to the provisions of
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IN WITNESS WHEREOF this Agreement
before written

SIGNED by

<<Name and Title of person signing for the
for and on behalf of <<Editor's Name>>

In the presence of
<<Name & Address of Witness>>

SIGNED by

<<Name and Title of person signing for the
for and on behalf of <<Client's Name>>

In the presence of
<<Name & Address of Witness>>

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The Editing Services

<<Insert full details of the Editing Services

ditor>>

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