

S

A

M

CONSULTANT'S AGREEMENT

P

L

E

THIS AGREEMENT is made the
BETWEEN:

- (1) <<Name of Editor>> a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at <<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 has been in the business of providing proof-reading and editing services.
- (2) The Client wishes to acquire the Editor’s services as an editor in relation to <<insert title of work>> (“the Work”).
- (3) The Editor hereby agrees to provide the 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 meanings set out below:

“Business Day”

any day other than Saturday or Sunday) on which the Editor is open for their full range of services at <<insert location>>;

“Confidential Information”

information of the other Party, information which is disclosed by the other Party pursuant to, or in connection with, this Agreement (whether orally or in writing), and whether or not the information is stated to be confidential or

“Editing Work”

the work to be done by the Editor in the course of providing the Editing Services;

“Editing Services”

the services to be provided by the Editor as set out in

[“Fee”]

the fee to be paid on payable to the Editor for the services provided in Clause 5;]

“Intellectual Property Rights”

[“Royalty / Royalties”]

“Consultant”

“Work”

1.2 Unless the context of

1.2.1 “writing”, and
communicat
similar mean

1.2.2 a statute or
provision as

1.2.3 “this Agree
Schedules a

1.2.4 a Schedule i

1.2.5 a Clause or
(other than
and

1.2.6 a “Party” or t

1.3 The headings used
no effect upon the in

1.4 Words imparting the

1.5 References to any g

2. Engagement of the Editor

2.1 The Client hereby e

rights in any patents, trade marks,
er designs, applications (and
y of those rights) trade, business
internet domain names and e-mail
d trade marks and service marks,
ghts, know-how, rights in designs

es, consents, orders, statutes or
a right in paragraph (a);

or similar effect or nature as or to
a) and (b) which now or in the

past infringements of any of the

due to the Editor in consideration
as defined in Clause 5;]

whose name(s) is/are set out in
me is set out there, any person(s),
experience nominated by the
e); and

ed by the Client to the Editor on
arry out the Editing Services, and,
that work as amended by the

reference in this Agreement to:

tion, includes a reference to any
hnic or facsimile transmission or

e is a reference to that statute or
at the relevant time;

this Agreement and each of the
nted at the relevant time;

ement;

ce to a Clause of this Agreement
agraph of the relevant Schedule;

parties to this Agreement.

r convenience only and shall have
ement.

clude the plural and vice versa.

other gender.

vide the Editing Services.

SAMPLE

- 2.2 The Editor shall complete the Editing Services by <<insert date>> ("the Completion Date").
- 2.3 The Editor acknowledges that the Client has a legitimate commercial interest in the Editing Services being completed by the Completion Date and that the Client should have a right to claim any further or other remedy for any further delay if they are not so completed. Accordingly, subject to the event that the Editor fails to complete the Editing Services by the Completion Date, [the sum of £<<insert sum>>] OR [a sum of <<insert sum>>% of the total Fee due] per day shall be deducted from the total Fee payable to the Editor for each Business Day that the Editing Services are not completed after the Completion Date. The Client has the right to claim any further or other remedy for any further delay.
- 2.4 The Client shall pay the Editor by <<insert date>> ("the Delivery Date"). In the event that the Editor fails to deliver the Work on the Delivery Date, the Fee shall increase by one day for each day that the delivery of the Work is delayed.
- 2.5 The Editor shall be responsible for ensuring that all Editing Services are performed competently and with reasonable care.
- 2.6 Whilst the Editor warrants that it shall endeavour to ensure that all errors, omissions and inconsistencies in the Editing Work are located it shall not be liable for missing such errors, omissions and inconsistencies.

3. Nature of Engagement

- 3.1 The Editor shall act as an independent contractor and the Editor's methods and those of the self-employed or employees engaged by it on the Editing Services shall at all times be under the control of the Client or any Consultants. The Client shall not have the right to determine, supervise, direct or control the Editor or any Consultants in the performance of the Editing Services.
- 3.2 The Editor shall be responsible for organising, and ensuring that the Editing Services are performed in what order the Editing Services are performed but shall ensure that due account is taken of the impact of the timing of the Editing Services to be performed on the activities of the Client and any other parties also engaged by the Client.
- 3.3 The engagement under this Agreement is mutually non-exclusive that is to say that the Editor or any Consultant can provide to other clients services which are not related to the Editing Services and the Client can engage the Editor to provide it with services which are the same as or similar to the Editing Services.
- 3.4 The Editor may in its discretion on one or more occasions substitute any Consultant or engage any additional Consultant provided that any Consultant chosen by the Editor has the requisite skills and experience to provide the Editing Services. The Editor shall use all reasonable endeavours to avoid or minimise such changes or substitutions and shall give the Client in advance notice in writing of any such proposed changes or substitutions. However, the Editor shall in any event provide such substitutions where the provision of the Editing Services is unduly delayed due to incapacity or for any other reason upon notification by the Client's representative) that a delay is unacceptable and it is otherwise necessary to provide such a

S

Monitor shall use its own equipment,
Engineering Services.

- 3.6 The Editor is not responsible for the performance of its obligations on the appointment of the contractor. No contract, engagement or other legal relationship can be created or implied between the Editor and the contractor.

A

M

- independent contractor and it shall be the responsibility of the contractor to make all insurance contributions or similar consideration payable under this contract.

- Client in respect of any claims that
against the Client in respect of
s or similar taxes or contributions,
the Editing Services undertaken by

- expenses and value added tax.

- d to create any partnership, joint
or any employment relationship

P

- The Client shall pay to the Editor the Editor's quotation dated <<insert

The Client shall pay to the Editor a fee of \$____ on the gross receipts from the first _____ copies of the Work and <<insert percentage>> of the gross receipts from the next _____ copies of the Work over <<insert



- Following completion of the Editing
period>> of receipt by the Client of

Monthly statement of Royalties due no
end of each month and shall pay
[Following the end of each month.]

E

expiry of this period shall incur >>% per annum above the base time to time. Interest shall accrue payment until the actual date of

- payment of the over
due shall be payable
- 5.3 All payments made
value added tax cha
- 5.4 [Upon completion a
<<insert number>>
- 5.5 No further payment
and above the enti
payment shall be m
the Editor in comple
6. **The Work and Intellectual**
- 6.1 Upon receipt in full
due under Clause 5
Rights subsisting in
be assigned to the
moral rights in resp
Designs and Patent
- 6.2 Nothing in this Agree
in the Editor and su
Property Rights whi
or the Work to the C
deemed to be a join
- 6.3 The Editor shall be
<<insert form of cre
7. **Editor's Warranties and E**
- 7.1 Any Consultant(s) r
by the Editor shall
Editing Services.
- 7.2 The Editor shall us
the Editing Work is
other Intellectual P
publicity, or any oth
- 7.3 The Editor hereby v
the full period of co
laws of the United
and/or the Universa
- 7.4 The Editor shall no
of any rights of cop
except pursuant to
arrangement which
or might interfere v
Agreement.
- 7.5 Subject to the pro
proceedings, claim
generality of this pr
client basis) agains
Editing Work or the
accordance with

S

A

M

P

L

E

re or after judgment. Any interest
ue sum

shall be expressly exclusive of any

work the Editor shall be entitled to
R [copies] of the Work.]

editor for the Editing Services over
ause 5 and, without limitation, no
pect of any expenses incurred by

] **AND/OR** [first Royalty payment]
and all other Intellectual Property
t and the Work shall be deemed to
all be deemed to have waived its
out of Chapter IV of the Copyright

nts in the Editing Work or the Work
the assignment of any Intellectual
fit of the Editor in the Editing Work
assignment, the Editor shall not be

e following way:

emnities

any other Consultant(s) engaged
and experience to carry out the

onable endeavours to ensure that
d shall not infringe any copyright,
ights, rights of privacy, rights of
ny person.

the Editing Work shall, throughout
lid and subsisting pursuant to the
visions of the Berne Convention

r, encumber or otherwise dispose
in or to the Work or Editing Work
ll not enter into any agreement or
ient's rights under this Agreement
ance of its obligations under this

7.7, in the event of any actions,
cluding, without prejudice to the
f the Client on a solicitor and own-
ds that the Editor's provision of the
n and/or ownership of the Work in
tutes the infringement of any

S

A

M

P

L

E

Intellectual Property shall indemnify the Client

7.6 Subject to the provisions of any proceedings, claims or actions (including, without prejudice to the generality of this provision, claims on a client basis) against the Client in respect of possession of any Work provided to it by the Client for the purposes of providing the Editing Work, the Client constitutes the infringer of the Intellectual Property Rights belonging to a third party, the Client shall

7.7 The indemnities set out in this Clause 7.7 shall apply only if the indemnified Party:

7.7.1 notifies the indemnifying Party immediately in writing upon becoming aware of any claim, demand or costs;

7.7.2 makes no admission of liability without the indemnifying Party's prior written consent;

7.7.3 makes all relevant arrangements to the indemnifying Party upon request;

7.7.4 provides all relevant documents to the indemnifying Party upon request; and

7.7.5 allows the indemnifying Party to have complete control over any relevant litigation and proceedings.

8. Client's Warranties

8.1 The Client shall use the Work it provides to the Editor in accordance with any copyright, other intellectual property rights, moral rights, rights of privacy, or rights of publicity, of any person.

8.2 The Client hereby warrants that the Work shall, throughout the full term of copyright, subsisting pursuant to the laws of the United Kingdom and/or the Berne Convention and/or the laws of any other country, be free from any infringement of the copyright, other intellectual property rights, moral rights, rights of privacy, or rights of publicity, of any person.

8.3 The Client shall not assign, transfer, encumber or otherwise dispose of any rights of copyright in or to the Editing Work except in writing and in accordance with this Agreement.

8.4 The Client shall not enter into any agreement or arrangement which might conflict with the Editor's performance of this Agreement.

9. Liability

9.1 This Clause 9 sets out the liability of the Parties to each other for any breach of the Agreement, for any use of the Services, any use of the Editing Work, or any omission (including, but not limited to, negligence and breach of contract) arising out of or in connection with this Agreement.

9.2 Subject to sub-Clause 9.1, the Client shall be liable to the Editor for any loss of goodwill, loss of business opportunity, loss of profit, or any special, indirect or consequential loss suffered by the Editor as a result of the Client's breach of the Agreement.

a third party, the Editor shall be liable to the Client for any loss of goodwill, loss of business opportunity, loss of profit, or any special, indirect or consequential loss suffered by the Client as a result of the Editor's breach of the Agreement.

7.7, in the event of any actions, claims or actions (including, without prejudice to the generality of this provision, claims on a solicitor and own-er's basis) against the Editor in respect of possession of any Work provided to it by the Client for the purposes of providing the Editing Work, the Editor constitutes the infringer of the Intellectual Property Rights belonging to a third party, the Editor shall

7.7.5 and 7.6 shall apply only if the indemnified Party:

7.7.1 notifies the indemnifying Party immediately in writing upon becoming aware of any claim, demand or costs;

7.7.2 makes no admission of liability without the indemnifying Party's prior written consent;

7.7.3 makes all relevant arrangements to the indemnifying Party upon request;

7.7.4 provides all relevant documents to the indemnifying Party upon request; and

7.7.5 allows the indemnifying Party to have complete control over any relevant litigation and proceedings.

8.1 The Client shall use the Work it provides to the Editor in accordance with any copyright, other intellectual property rights, moral rights, rights of privacy, or rights of publicity, of any person.

8.2 The Client hereby warrants that the Work shall, throughout the full term of copyright, subsisting pursuant to the laws of the United Kingdom and/or the Berne Convention and/or the laws of any other country, be free from any infringement of the copyright, other intellectual property rights, moral rights, rights of privacy, or rights of publicity, of any person.

8.3 The Client shall not assign, transfer, encumber or otherwise dispose of any rights of copyright in or to the Editing Work except in writing and in accordance with this Agreement.

8.4 The Client shall not enter into any agreement or arrangement which might conflict with the Editor's performance of this Agreement.

9.1 This Clause 9 sets out the liability of the Parties to each other for any breach of the Agreement, for any use of the Services, any use of the Editing Work, or any omission (including, but not limited to, negligence and breach of contract) arising out of or in connection with this Agreement.

9.2 Subject to sub-Clause 9.1, the Client shall be liable to the other, whether in contract, tort (including, but not limited to, negligence and breach of contract), or for breach of statutory duty, for any loss of goodwill, loss of business opportunity, loss of profit, or any special, indirect or consequential loss suffered by the other as a result of the Client's breach of the Agreement.

S

A

M

P

L

E

consequential damage suffered by the other Party that arises out of or in connection with this Agreement.

9.3 Nothing in this Agreement shall limit the liability of either Party to the other for fraud or fraudulent misrepresentation, or for deliberate or wilful misconduct, or for death or personal injury.

9.4 Nothing in this Agreement shall limit the liability of either Party under or in respect of the provisions of Clause 7.

9.5 Without prejudice to sub-Clauses 9.2 or 9.3, the total amount payable by or for either Party arising out of or in connection with this Agreement (whether or not including negligence), restitution, for breach of statutory duty or otherwise) shall be limited to a sum of £ <<insert sum>> where a sum of £ <<insert sum>> is paid or payable by or for either Party under this Agreement]

10. Confidentiality

10.1 Both Parties understand and agree that they shall at all times during the continuance of this Agreement or after its termination:

10.1.1 keep confidential the Confidential Information;

10.1.2 not disclose the Confidential Information to any other party;

10.1.3 not use any Confidential Information for any purpose other than as contemplated by this Agreement;

10.1.4 not make any Confidential Information available in any way or part with possession of any Confidential Information;

10.1.5 ensure that any Confidential Information disclosed by its directors, officers, employees, Consultants or agents, or any act which, if done by that Party, would constitute a breach of this Clause 10.

10.2 Subject to sub-Clause 10.3, either Party may disclose any Confidential Information to:

10.2.1 any Consultant or Service Provider;

10.2.2 any of their directors, officers, employees, Consultants or agents, or suppliers;

10.2.3 any governmental body or regulatory body; or

10.2.3 any of their directors, officers, employees, Consultants or agents, or those of any party described in sub-Clauses 10.2.1, 10.2.2 or 10.2.3;

10.3 Disclosure under sub-Clause 10.2 shall be made only to the extent that is necessary for the performance of the obligations of this Agreement, or as required by law. In each case, the disclosing Party must first inform the recipient that the Confidential Information is being disclosed. Unless the recipient is a body described in sub-Clause 10.2.3, the disclosing Party must also obtain a written undertaking from the recipient to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made.

10.4 Either Party may use Confidential Information for any purpose, or disclose Confidential Information to any other party, if the Confidential Information is or becomes public knowledge through no fault of that Party.

- 10.5 When using or disclosing Confidential Information, the disclosing Party may not disclose any part of that Confidential Information that is not in the public domain or knowledge.
- 10.6 The provisions of this Agreement shall continue in force in accordance with their terms, notwithstanding the termination of this Agreement for any reason.
- 11. Termination**
- 11.1 Either Party may terminate this Agreement at any time without notice and without giving any reason.
- 11.2 Without prejudice to the termination of this Agreement under Clause 11.1, this Agreement shall terminate, notwithstanding the termination of this Agreement, and remedies the Parties may be entitled to in respect of the Agreement shall survive the termination of this Agreement.
- 11.2.1 either Party may terminate this Agreement if the other Party fails to remedy, within <<insert number of days>> days of receipt of notice of such failure from the other Party; or
- 11.2.2 either Party may terminate this Agreement if the other Party is in liquidation – either voluntary or compulsory – or if the other Party is the subject of a bona fide corporate reconstruction or if a receiver is appointed over the whole or any part of the assets of the other Party.
- 11.3 The termination of this Agreement shall be without prejudice to any rights or remedies which have already accrued to the Parties under this Agreement.
- 12. Personal Information (Data Protection)**
- The Editor will only use the Personal Information as set out in the Editor's Privacy Policy, which is available from <<insert location(s)>>.
- 13. Force Majeure**
- 13.1 Neither Party to this Agreement shall be liable for any failure or delay in performing their obligations under this Agreement if the failure or delay results from any cause that is beyond the control of the Party ("Force Majeure"). Such causes include, but are not limited to, war, terrorism, internet service provider failure, industrial action, strikes, epidemics, floods, storms, earthquakes, acts of God, or any other similar or dissimilar event or circumstance beyond the control of the Party in question.
- 13.2 [In the event that a Party cannot perform their obligations hereunder as a result of a Force Majeure event for a continuous period of <<insert number of days>> days, the other Party may terminate this Agreement by giving written notice at the end of the period. In the event of such termination, the Parties shall agree to the payment for all work completed up to the date of termination. The payment shall take into account any prior payment made by the Party terminating the Agreement on the performance of this Agreement.]
- 14. Nature of the Agreement**
- 14.1 This Agreement is a non-exclusive license and neither Party may assign, sub-license, mortgage, or charge the Agreement (including any intellectual property rights) [or sub-license] any part of its rights hereunder or otherwise delegate any of its obligations hereunder without the prior written consent of the other Party, such consent not to be unreasonably withheld.
- 14.2 This Agreement constitutes the entire agreement between the Parties with

respect to its subject matter, shall be modified except by an instrument in writing signed by the representatives of the Parties.

14.3 Each Party acknowledges that, in entering into this Agreement, it does not rely on any representation or provision except as expressly provided in this Agreement. No conditions, warranties or other terms shall be implied by statute or otherwise, and the Agreement shall be construed to the fullest extent permitted by law.

14.4 No failure or delay in performance of any obligation under this Agreement shall be deemed to constitute a breach of that obligation, either Party of a breach of this Agreement shall be deemed to constitute a breach of the same or any other provision.

15. Severance

The Parties agree that, if any provision of this Agreement is found to be invalid, unenforceable or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of this Agreement. The remainder of this Agreement shall remain in full force and effect.

16. Notices

16.1 All notices under this Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, an authorized officer of the Party giving the notice.

16.2 Notices shall be delivered to the addressee at the address given:

16.2.1 when delivered by hand, to the addressee or a registered messenger or other messenger (including overnight delivery) during business hours of the recipient; or

16.2.2 when sent, by post, to the addressee and a return receipt is generated; or

16.2.3 on the fifth business day after the date of mailing, if mailed by national or international registered mail.

In each case notice shall be deemed to have been given to the most recent address or e-mail address notified to the Party giving the notice.

17. Alternative Dispute Resolution

17.1 Any dispute or controversy 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. If the Parties cannot agree, then the President of the International Chamber of Commerce shall appoint an arbitrator to have all of the powers conferred upon arbitrators under the Arbitration Act 1996 of England and Wales.

17.2 The Parties hereby agree that the award of the Arbitrator shall [not] be final and binding on both Parties.

18. Law and Jurisdiction

18.1 This Agreement (including any non-contractual matters associated therewith) shall be governed by, and construed in accordance with, the law of England and Wales.

18.2 Subject to the provisions of this Agreement (including any non-contractual matters associated therewith), any dispute, controversy, proceedings or claim between the Parties arising out of or in connection with this Agreement (including any non-contractual matters associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

IN WITNESS WHEREOF this Agreement has been executed and signed before written

S
A
M
P
L
E

modified except by an instrument in writing signed by the representatives of the Parties.

into this Agreement, it does not rely on any representation or provision except as expressly provided in this Agreement. No conditions, warranties or other terms shall be implied by statute or otherwise, and the Agreement shall be construed to the fullest extent permitted by law.

No failure or delay in performance of any obligation under this Agreement shall be deemed to constitute a breach of that obligation, either Party of a breach of this Agreement shall be deemed to constitute a breach of the same or any other provision.

for more of the provisions of this Agreement, the Parties agree that, if any provision of this Agreement is found to be invalid, unenforceable, that / those provisions shall be deemed severed from the remainder of this Agreement. The remainder of this Agreement shall remain in full force and effect.

in writing and be deemed duly given if signed by, or on behalf of, an authorized officer of the Party giving the notice.

given:

ier or other messenger (including overnight delivery) during business hours of the recipient; or

nd a return receipt is generated; or

g mailing, if mailed by national or international registered mail.

the most recent address or e-mail address notified to the Party giving the notice.

en the Parties relating to this Agreement or its subject matter, shall be referred to a single arbitrator to be agreed upon by the Parties. If the Parties cannot agree, then the President of the International Chamber of Commerce shall appoint an arbitrator to have all of the powers conferred upon arbitrators under the Arbitration Act 1996 of England and Wales.

of the Arbitrator shall [not] be final and binding on both Parties.

ual matters and obligations arising out of or in connection with this Agreement (including any non-contractual matters associated therewith) shall be governed by, and construed in accordance with, the law of England and Wales.

dispute, controversy, proceedings or claim between the Parties arising out of or in connection with this Agreement (including any non-contractual matters associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

executed the day and year first

SIGNED by

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

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

The Editing Services

<<Insert full details of the Editing Services provided by the Editor>>

S

A

M

P

L

E

<<insert choice>>]

S
A
M
P
L
E