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SELF EMPLOYED (CLERICAL) CONTRACTOR AGREEMENT

THIS AGREEMENT is made the

BETWEEN:

- (1) <<Name of Company>> a <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at <<Registered office>> ("the Company")
- (2) <<Name of Contractor>> of <<Address>> ("the Contractor")

WHEREAS:

- (1) The Company appoints the Contractor to provide Clerical and administrative Services ("the Services") to the Company and the Contractor agrees to provide such Services for the duration of the Agreement on the terms and conditions in the Agreement.
- (2) The Contractor shall not be an employee of the Company but shall be a self employed individual for the duration of the Agreement.

IT IS AGREED as follows:

1. Definitions

In this Agreement, unless the context requires, the following words and expressions shall have the meanings hereby ascribed to them:

- 1.1 Commencement Date: the date on which the Agreement commences.
- 1.2 Services: [The clerical and administrative Services to be performed by the Contractor under this Agreement shall include:
<<Insert a description of the work to be carried out by the Contractor and such other services as may be required from time to time, determined by the Company and the Contractor may agree upon in writing at the time of the Agreement.]
OR
[The clerical and administrative Services to be performed by the Contractor under this Agreement shall be as set out in the Schedule of Services.]
- 1.3 Termination Date: the date on which the Contractor's appointment hereunder is terminated.
- 1.4 Worker: any person employed by the Contractor, with suitable skills, knowledge and experience who is nominated and engaged by the Contractor to carry out the Services on behalf of the Contractor.

2. Duration of the Agreement

The Agreement shall commence on the Commencement Date <<Insert the Commencement Date <<Insert the Date of Agreement>> until the Termination Date <<Insert the Termination Date>> or until the Termination Date as determined in Clause 12.

3. Contractor's Obligations

- 3.1 For the duration of the Contractor shall:
- 3.1.1 perform the Services in accordance with Clause 1 of] [the Schedule to] this Agreement;
 - 3.1.2 make him/herself available to the Company for not less than <<Insert minimum working hours during each day and for not less than <<Insert minimum number of working days>> working days during each week;
 - 3.1.3 perform his/her duties in an efficient and diligent manner and to the best of his/her ability;
 - 3.1.4 keep the Company informed of progress on the Services and in particular to the extent of the delay >> in respect of the day-to-day performance of the Services.
- 3.2 Subject to any relevant provisions of the Schedule, the Contractor is exclusively entitled to determine the manner, time and in what order the Services are performed but shall liaise with the Company's representative to ensure that due account is taken of the impact of the Services upon the activities of the Company and any other contracts of the Company.
- 3.3 The Contractor may, at his own discretion at his own expense at any time (and on one or more occasions) provide all or any of the Services by substituting any Worker. The Contractor shall use reasonable endeavours to ensure that any Worker is briefed beforehand about any such substitution. The Contractor shall be entitled to refuse to accept any such substitution if the Worker is not suitable due to lack of requisite skills, knowledge or experience. The Contractor shall in any event always provide such substitution if the provision of the Services is unduly delayed by absence of a Worker or for any other reason upon notification by a duly authorised representative of the Company that the delay occasioned is unacceptable.
- 3.4 The Contractor is responsible for the quality of the work undertaken by him/herself and any Worker. The Contractor shall ensure that any Worker performs the Services with reasonable care and skill.
- 3.5 It is understood that the Contractor's activities and working methods and those of any Worker shall at all times exclusively for the benefit of the Company and under the control of the Company. The Company shall not seek to supervise, direct or control the Contractor or any Worker in the provision of the Services and the Company shall have any right to do so.
- 3.6 The Contractor is not to provide any other services available except for the Services under the Agreement. The engagement of the Contractor for the provision of the Services does not create any mutual obligation between the Company or the Contractor to offer or accept any further services or to continue the relationship shall have no effect.
- 3.7 The Company shall not be liable for any claim or damages to any Worker in respect of the Services.

4. Fee

- 4.1 The Company shall pay the Contractor an <<e.g. hourly>> fee of <<Insert hourly fee>> (excluding VAT and tax) for the provision of the Services.
- 4.2 These fees are to be paid on the last working day of each calendar month. The Contractor's invoice to the Company shall be submitted <<e.g. one week>> prior to that date. The invoice shall be due within that month and the fees shall be shown separately on the invoice. The Contractor is registered for Value Added Tax, the fees shall be shown separately on the invoice.
- 4.3 If there are periods when the Contractor is not available for the Contractor to perform, the Contractor shall be paid for those periods. Fees are payable only in respect of periods when the Contractor is available.

5. [Expenses]

- 5.1 The Company shall reimburse the Contractor travelling expenses only for the proper performance of his/her obligations hereunder. The Contractor's expenses of travelling between his/her normal place of work and the premises at which the Contractor's Services are to be performed shall be reimbursed.
- 5.2 In order to obtain reimbursement of the expenses set out in Sub-Clause 5.1, the Contractor must provide the Company with other evidence of actual payment of such expenses as the Company may reasonably require.]

6. Late Payment

- If the Company fails to make payment to the Contractor under Clause(s) 4 [and 5] on the due date then the Contractor shall have any other right or remedy available to him/her:
- 6.1 terminate this Agreement if the Company fails to make payment within <<Insert number of days>> working days of the date of notice from the Contractor giving full particulars of the amount due; and
- 6.2 charge the Company interest on the amount unpaid, at the rate of two per cent per annum above the base rate of <<Insert Bank Name>> from the date of the notice to the Contractor of the overdue sum, on a daily basis from the due date for payment until payment is made. The Company shall pay the interest due together with the overdue sum.

7. Status of Contractor and

- 7.1 The Contractor's relationship with the Company shall be that of an independent contractor. The Contractor shall be responsible for all taxes and contributions (including social security, income tax and national insurance, where applicable) in respect of the Services provided or payable to the Contractor.

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under or in relation

7.2 The Contractor hereby waives all claims that may be made by the Contractor in respect of any sums payable by the Company, including penalties, relating to the Agreement.

7.3 The Contractor shall be responsible for his/her expenses and, where applicable, VAT.

8 No Employment

Nothing in this Agreement shall be construed to constitute or give rise to a partnership, joint venture, association, or any employment relationship between the Parties, or any employment relationship between any Worker and [either] the Company [or the Contractor]. The relationship between the Parties is a purely contractual relationship.

9 Exclusivity of Service and

9.1 The Contractor may provide the Services but the Contractor shall not, without the written consent of the Company, be concerned in any other business which may conflict with the interest of the Company in the efficient discharge of the Services.

9.2 For the purposes of this Agreement, the term "business" shall, without limitation, provide the Contractor with the right to be engaged in business with the Company, such business being <<Insert description of business>>.

10 Confidential Information

10.1 The Contractor shall, during the duration of this Agreement (except in the proper discharge of its obligations) nor at any time (without limitation) directly or indirectly:

10.1.1 use for their own business or the business of any other person, company, or organisation, in whole or in part, any information, data, or documents, in whatever form, which are the same as or similar to those which are the property of the Company, or which it will not, without the written consent of the Company, directly or indirectly engaged or employed where this is or is likely to be in conflict with the interest of the Company where this may adversely affect the Company's business under this Agreement.

10.1.2 disclose to any third party, in whatever form, any information, data, or documents, in whatever form, which are the same as or similar to those which are the property of the Company, or which it will not, without the written consent of the Company, directly or indirectly engaged or employed where this is or is likely to be in conflict with the interest of the Company where this may adversely affect the Company's business under this Agreement.

any trade secrets or confidential information of the Company or its subsidiaries, or any information relating to the Company's business, including but not limited to any customer lists or requirements, price lists, business plans or proposals, financial information, business plans or proposals, information and plans, designs, research activities, any document or information which they have been told is confidential or which they reasonably expect the Company would regard as confidential, or which has been given to the Company or any agent, employee, or other persons.

by the Company in respect of any claims made by the Contractor in respect of any sums payable by the Company, including interest and penalties, relating to the Company under this Agreement.

of his/her expenses and, where applicable, VAT.

ned to constitute or give rise to a partnership, joint venture, association, or any employment relationship between the Parties, or any employment relationship between any Worker and [either] the Company [or the Contractor]. The relationship between the Parties is a purely contractual relationship other than the relationship between the Parties and the Contractor under this Agreement.

which are the same as or similar to those which are the property of the Company, or which it will not, without the written consent of the Company, directly or indirectly engaged or employed where this is or is likely to be in conflict with the interest of the Company where this may adversely affect the Company's business under this Agreement.

of interest is deemed to include, without limitation, the provision of services to any other company or organisation, in whole or in part, any information, data, or documents, in whatever form, which are the same as or similar to those which are the property of the Company, or which it will not, without the written consent of the Company, directly or indirectly engaged or employed where this is or is likely to be in conflict with the interest of the Company where this may adversely affect the Company's business under this Agreement.

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business entity or other organisation, in whole or in part, any information, data, or documents, in whatever form, which are the same as or similar to those which are the property of the Company, or which it will not, without the written consent of the Company, directly or indirectly engaged or employed where this is or is likely to be in conflict with the interest of the Company where this may adversely affect the Company's business under this Agreement.

information relating or belonging to the Company or its subsidiaries, or any information relating to the Company's business, including but not limited to any customer lists or requirements, price lists, business plans or proposals, financial information, business plans or proposals, information and plans, designs, research activities, any document or information which they have been told is confidential or which they reasonably expect the Company would regard as confidential, or which has been given to the Company or any agent, employee, or other persons.

10.2 The Contractor shall not, throughout the Duration of this Agreement make any disclosure relating to any matter within the scope of the Confidentiality or otherwise than for the benefit of the Company.

10.3 The obligations contained in Clause 10.1 above shall cease to apply to any information or documents which subsequently come into the public domain after the termination of the Agreement, other than by way of unauthorised disclosure.

11 Intellectual Property

All records, documents, papers, drawings, designs, plans, specifications and summaries thereof) and other intellectual property created or owned by the Contractor in the course of carrying out its obligations under this Agreement, together with all the worldwide copyright and design rights therein, shall at all times remain the absolute property of the Company.

12 Termination

12.1 Either Party may terminate this Agreement at any time without notice and without giving any reason.

12.2 This Agreement shall terminate if the following circumstances arise, notwithstanding any other rights and remedies the Parties may have:

12.2.1 either Party fails to perform its obligations under the terms and obligations of this Agreement for a period of 30 days, and the failure is not remedied within 30 days of the date of written notice of such failure from the other Party; or

12.2.2 either Party becomes insolvent or is subject to compulsory liquidation or reconstruction or is taken over by a receiver or any other person.

12.3 The termination of this Agreement shall be without prejudice to any rights or remedies which have already accrued to the Parties under this Agreement.

13. Liability

13.1 This Clause 13 sets out the liability of the Parties to each other for any breach of contract, tortious act or omission (including breach of statutory duty) arising out of or in connection with this Agreement.

13.2 Subject to sub-Clause 13.1, the Parties shall be liable to the other, whether in contract, tort (including negligence), or for breach of statutory duty, for any loss or damage, including loss of profit, loss of revenue, loss of anticipated saving, business interruption or market value, which may be derived from the use of any asset, loss of data recorded on any computer, or any special commercial, economic, indirect or consequential loss or loss that may be suffered by the other Party that is directly attributable to the breach of this Agreement.

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13.3 Nothing in this Clause

visions of this Agreement shall:

13.3.1 limit the liability for
misrepresentation or
personal injury

the other for fraud or fraudulent
willful misconduct, or for death or

13.3.2 exclude or limit the
indemnity given

Contractor under or in respect of the

13.4 Subject to Clause
connection with
negligence), restitution
otherwise) shall be
(excluding any VAT
carried out during the
liability arose.

of either Party arising out of or in
connection with the contract, tort (including
negligence), restitutionary duty or misrepresentation or
otherwise) shall be the total of the fees
for this Agreement for all Services
under the Agreement preceding the date such

14. Force Majeure

14.1 No Party to this Agreement shall be liable for any failure or delay in performing their obligations under the Agreement if the failure or delay results from any cause that is beyond the control of that Party ("Force Majeure"). Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, fire, flood, storms, earthquakes, acts of terrorism, and any other similar or dissimilar event or circumstance beyond the control of the Party in question.

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failure or delay results from any
of that Party ("Force Majeure").
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t, fire, flood, storms, earthquakes,
tal action or any other similar or
beyond the control of the Party in

14.2 [In the event that a Party is unable to perform its obligations hereunder as a result of a Force Majeure event for a continuous period of <<insert period>>, the other Party may terminate this Agreement by written notice at the discretion of the other Party. In the event of such termination, the Parties shall agree to a reasonable payment for all work completed up to the date of termination, which payment shall take into account any prior contract entered into in reliance on the performance of this Agreement.]

it cannot perform their obligations
for a continuous period of <<insert
tion terminate this Agreement by
the event of such termination, the
reasonable payment for all work
ch payment shall take into account
ered into in reliance on the

15 Company Property

On the termination of this Agreement, the Contractor must immediately return to the Company in accordance with the specifications, software, materials, and any other documents (and any copies thereof) and any other property of the Company which are in the possession or control of the Contractor, so required by the Company. The Contractor will, if necessary, be deemed to have complied with their obligations under this Clause.

or must immediately return to the
equipment, correspondence, records,
other documents (and any copies
the Company or its associated
their control. The Contractor will, if
that they have complied with their

16. No Waiver

No failure or delay by either Party shall be deemed to be a breach of any provision of the Agreement or a subsequent breach of the same.

of its rights under this Agreement
and no waiver by either Party of a
be deemed to be a waiver of any
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17 Assignment and Sub-Contracting

17.1 Subject to sub-Clause 17.2, neither Party may assign (other than by floating charge) or sub-license its rights hereunder, or its obligations hereunder without the written consent of the other Party, which consent not to be unreasonably withheld.

17.2 The Contractor shall not assign any of the obligations undertaken by it through any sub-contractors or employees. Any act or omission of any sub-contractor or employee shall, for the purposes of this Agreement, be an act or omission of the Contractor.

18 Third Party Rights

18.1 No one other than the Parties, their transferees, successors or assignees, shall have any rights in or under the Contracts (Rights of Third Parties Act 1999).

18.2 Subject to this Clause, the rights and obligations of the Parties shall continue and be binding on the transferee, successors or assignees of the Parties as required.

19 Notice

19.1 All notices to be given by either Party to the other shall be in writing and signed by, or on behalf of, a duly authorised officer of the Party giving notice.

19.2 Any notice to be sent to the other shall be deemed to have been duly given:

19.2.1 when delivered to the recipient by registered post;

19.2.2 when sent to the recipient by email and a return receipt is generated;

19.2.3 on the fifth business day after the date of mailing, if mailed by national or international express delivery.

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

20 Entire Agreement

20.1 This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and shall not be modified except by an instrument in writing signed by both Parties.

20.2 Each Party acknowledges that it enters into this Agreement, it does not rely on any representation or warranty made by the other Party except as expressly provided in this Agreement. The Parties agree that the terms, conditions, warranties or other terms implied by statute or common law shall not apply to the fullest extent permitted by law.

21 Law and Jurisdiction

This Agreement is to be governed by the Laws of England and Wales.

17.1 Subject to sub-Clause 17.2, neither Party may assign (other than by floating charge) or sub-license its rights hereunder, or its obligations hereunder without the written consent of the other Party, which consent not to be unreasonably withheld.

17.2 The Contractor shall not assign any of the obligations undertaken by it through any sub-contractors or employees. Any act or omission of any sub-contractor or employee shall, for the purposes of this Agreement, be an act or omission of the Contractor.

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

20.1 This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and shall not be modified except by an instrument in writing signed by both Parties.

20.2 Each Party acknowledges that it enters into this Agreement, it does not rely on any representation or warranty made by the other Party except as expressly provided in this Agreement. The Parties agree that the terms, conditions, warranties or other terms implied by statute or common law shall not apply to the fullest extent permitted by law.

This Agreement is to be governed by the Laws of England and Wales.

England and Wales and the
English and Welsh Courts
respect of this Agreement and

to the exclusive jurisdiction of the
arbitration tribunal and/or legal proceedings in
accordance with the provisions hereunder.

IN WITNESS WHEREOF this Agreement has been
before written

executed the day and year first

SIGNED by

<<Name and Title of person signing
for and on behalf of <<Company Name>>

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

SIGNED by

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

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

[Signature of Contractor]

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