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SELF-EMPLOYED INDIVIDUALS' AGREEMENT

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THIS AGREEMENT is made the

BETWEEN:

- (1) <<Name of Company>>a <<Country of Registration>> under number <<Company R whose registered office is at <<Registered Office>> (“the
- (2) <<Name of Contractor>> c <<Address>> (“the Contractor”)

WHEREAS:

- (A) The Company appoints th sales services (“the Services”) to the Company and the Con such Services for the duration of the Agreement and upon th n the Agreement.
- (B) The Contractor shall not b pany but shall be an independent self-employed individual fo greement and may engage such employees, subcontractors decides in its discretion from time to time to provide the Servi

IT IS AGREED as follows:

1. Definitions

- 1.1 In this Agreement, wise requires, the following words and expressions sh anings:
 - 1.1.1 Commencer of Agreement>>
 - 1.1.2 Services: [T performed by the Contractor under this Agreem
 - <<Insert a s work to be carried out by the contractor>>
 - and
 - such other s y and the Contractor may agree upon from ti ration of this Agreement.]
 - OR
 - [The sales ed by the Contractor under this Agreement a he Schedule of Services.]
 - 1.1.3 Termination ch the Contractor’s appointment hereunder is
 - 1.1.4 Personnel: oyed subcontractors or other personnel c suitable skills, knowledge, and experience v engaged by the Contractor to carry out the Serv tractor

2. Duration of the Agreement

The Agreement shall com the Commencement Date <<Insert Date of Agreement>> until te>> or until the Termination Date when this Agreement is ter with Clause 18.

3. Contractor’s Obligations

For the duration of the Agr shall:
3.1 perform the Servi se 1 of] [the Schedule to] this Agreement;

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3.2 make him/herself available to the Company for not less than <<Insert number of hours>> working hours during each day and for not less than <<Insert number of days>> working days during each week;

engaged available to the Company for <<Insert number of hours>> working hours during each day and for not less than <<Insert number of days>> working days during each week;

3.3 perform the Contractor's obligations in a diligent manner and to the best of their ability and ensure that they perform the Contractor's obligations in a diligent manner and to the best of their ability; and

perform the Contractor's obligations in a diligent manner and to the best of their ability and ensure that they perform the Contractor's obligations in a diligent manner and to the best of their ability; and

3.4 keep the Company informed of the day-to-day performance of the Services.

keep the Company informed of the day-to-day performance of the Services.

3.5 Subject to any requirements of the Schedule, the Contractor is exclusively entitled to determine in what order the Services are to be performed and shall liaise with the Company's representative to ensure that the timing of the Services to be performed does not conflict with the activities of the Company and any other contractors engaged by the Company.

Subject to any requirements of the Schedule, the Contractor is exclusively entitled to determine in what order the Services are to be performed and shall liaise with the Company's representative to ensure that the timing of the Services to be performed does not conflict with the activities of the Company and any other contractors engaged by the Company.

3.6 The Contractor may at any time (and on one or more occasions) substitute any Personnel for him/herself and any other Personnel engaged by the Contractor provided that the Contractor shall use reasonable endeavours to ensure that the substitution does not cause any delay to the provision of the Services. The Contractor shall be entitled to refuse to accept any such substitution if the Personnel proposed are 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 any Personnel or for any other reason upon notification by a duly authorised representative of the Company that the delay occasioned is unacceptable.

The Contractor may at any time (and on one or more occasions) substitute any Personnel for him/herself and any other Personnel engaged by the Contractor provided that the Contractor shall use reasonable endeavours to ensure that the substitution does not cause any delay to the provision of the Services. The Contractor shall be entitled to refuse to accept any such substitution if the Personnel proposed are 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 any Personnel or for any other reason upon notification by a duly authorised representative of the Company that the delay occasioned is unacceptable.

3.7 The Contractor is responsible for the performance of the Services, and is wholly responsible for the Contractor's activities and working hours.

The Contractor is responsible for the performance of the Services, and is wholly responsible for the Contractor's activities and working hours.

3.8 It is understood and agreed that the Contractor shall be responsible for the Contractor's activities and working hours and shall perform the Services with care and skill.

It is understood and agreed that the Contractor shall be responsible for the Contractor's activities and working hours and shall perform the Services with care and skill.

3.9 The Contractor is not to be responsible for the performance of its obligations under the Services and shall not be liable for any mutual obligations or accept any further obligations or services. No continuing relationship shall be created by the provision of the Services.

The Contractor is not to be responsible for the performance of its obligations under the Services and shall not be liable for any mutual obligations or accept any further obligations or services. No continuing relationship shall be created by the provision of the Services.

3.10 The Company shall not be responsible for the performance of its obligations under the Services.

The Company shall not be responsible for the performance of its obligations under the Services.

4. Fee

4.1 The Company shall pay to the Contractor a fee of <<Insert Hourly Fee>> (excluding tax) for the provision of the Services.

The Company shall pay to the Contractor a fee of <<e.g. Hourly>> fee of <<Insert Hourly Fee>> (excluding tax) for the provision of the Services.

4.2 These fees are to be paid to the Contractor by Commission earned under the Services.

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terms of Clause <<Week/Month>>, the Contractor shall submit the invoice to the Company at least <<Insert Number of Days>> prior to that date. The invoice shall detail the amount due in respect of the Contractor's services, any Value Added Tax, any other taxes and any other charges for the Contractor to perform, for those periods. Fees are payable

working day of each calendar month. The Contractor's invoice to the Company shall be submitted <<Insert Number of Days>> prior to that date. The invoice shall detail the amount due in respect of the Contractor's services, any Value Added Tax, any other taxes and any other charges for the Contractor to perform, for those periods. Fees are payable

4.3 If there are periods of non-performance by the Contractor, the Contractor shall be liable for those periods. Fees are payable only in respect of the periods of performance.

working day of each calendar month. The Contractor's invoice to the Company shall be submitted <<Insert Number of Days>> prior to that date. The invoice shall detail the amount due in respect of the Contractor's services, any Value Added Tax, any other taxes and any other charges for the Contractor to perform, for those periods. Fees are payable

5. Sales and Commission

5.1 In addition to the Fees payable to the Contractor as set out in Clause 4, the Contractor shall be entitled to receive commission on all transactions concluded under this Agreement.

working day of each calendar month. The Contractor's invoice to the Company shall be submitted <<Insert Number of Days>> prior to that date. The invoice shall detail the amount due in respect of the Contractor's services, any Value Added Tax, any other taxes and any other charges for the Contractor to perform, for those periods. Fees are payable

5.2 Commission shall be calculated as a percentage of the net sales value of goods sold, that is the sales value less any relevant discounts, at the date of sale. <<Insert Percentage>> The Commission shall be reviewed by the Company on a <<Insert Period>> basis.

percentage of the net sales value of goods sold, that is the sales value less any relevant discounts, at the date of sale. <<Insert Percentage>> The Commission shall be reviewed by the Company on a <<Insert Period>> basis.

5.3 The Contractor will be entitled to commission on sales concluded after this Agreement is terminated.

percentage of the net sales value of goods sold, that is the sales value less any relevant discounts, at the date of sale. <<Insert Percentage>> The Commission shall be reviewed by the Company on a <<Insert Period>> basis.

5.3.1 that sale is concluded during the period of this Agreement.

percentage of the net sales value of goods sold, that is the sales value less any relevant discounts, at the date of sale. <<Insert Percentage>> The Commission shall be reviewed by the Company on a <<Insert Period>> basis.

5.3.2 if the order is concluded before the termination of this Agreement.

percentage of the net sales value of goods sold, that is the sales value less any relevant discounts, at the date of sale. <<Insert Percentage>> The Commission shall be reviewed by the Company on a <<Insert Period>> basis.

6. [Expenses]

6.1 The Company shall reimburse the Contractor for travelling expenses reasonably incurred by it in the performance of its obligations hereunder consisting of travel between the Contractor's place of business and such other place, if necessary, to be carried out.

percentage of the net sales value of goods sold, that is the sales value less any relevant discounts, at the date of sale. <<Insert Percentage>> The Commission shall be reviewed by the Company on a <<Insert Period>> basis.

6.2 In order to obtain reimbursement of such expenses as set out in Sub-Clause 6.1 the Contractor must produce other evidence of actual payment of such expenses as to be reasonably require.]

percentage of the net sales value of goods sold, that is the sales value less any relevant discounts, at the date of sale. <<Insert Percentage>> The Commission shall be reviewed by the Company on a <<Insert Period>> basis.

7. Late Payment

7.1 If the Company fails to pay the amount due to the Contractor under Clauses 4 [,] [or] 5 within the period specified, the Contractor shall be entitled to:

percentage of the net sales value of goods sold, that is the sales value less any relevant discounts, at the date of sale. <<Insert Percentage>> The Commission shall be reviewed by the Company on a <<Insert Period>> basis.

7.1.1 terminate the Agreement if the Contractor fails to make the due payment within <<Insert Number of Days>> days after receiving written notice in writing of the particulars of the payment due and the date within <<Insert Number of Days>> working days of the date of such notice.

percentage of the net sales value of goods sold, that is the sales value less any relevant discounts, at the date of sale. <<Insert Percentage>> The Commission shall be reviewed by the Company on a <<Insert Period>> basis.

7.1.2 charge the Company with interest on the amount due to the Contractor above the <<Insert Percentage>> % per annum base lending rate from time to time, until payment is made in full to the Contractor, whether before or after judgment.

percentage of the net sales value of goods sold, that is the sales value less any relevant discounts, at the date of sale. <<Insert Percentage>> The Commission shall be reviewed by the Company on a <<Insert Period>> basis.

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The Company sum.

st due together with the overdue

8. Tax Liabilities

8.1 The Contractor wa independent contra

to the Company that it is an tus.

8.2 The Contractor und

that he/she will:

8.2.1 be responsi contributions payments m

ome tax and National Insurance nd contributions in relation to y pursuant to this Agreement; and

8.2.2 indemnify th the relevant National Ins Services.

f any claims that may be made by company in respect of income tax, s or contributions relating to the

9. Status of Contractor and

Nothing in this Agreement Company and the Contract relationship of employee (Contractor's Personnel.

e to any relationship between the partner or joint venturer, or to any ven the Company and any of the

10. Competition

10.1 The Contractor ma similar to the Servi Agreement it will ne way directly or indir activities business o the interests of the discharge of the Co

vices which are the same as or agrees that for the duration of this nsent of the Company, be in any ned in, or undertake, any services, s is or is likely to be in conflict with may adversely affect the efficient is Agreement.

10.2 For the purposes o without limitation, engaged in busine business being <<I

ct of interest is deemed to include, services to any other company e as that of the Company, such ompany's Business>>.

11. Confidential Information

11.1 The Contractor sh (except in the propo limit) after the termi

the duration of this Agreement obligations) nor at any time (without indirectly:

11.1.1 use for its business en

of any other person, company, whatsoever;

11.1.2 disclose to a whatsoever;

business entity or other organisation

any trade secrets o the Company [or it such information re lists of pricing struc dealings, employee formulae, specific marked "Confident confidential or whi regard as confide Company [or any a

information relating or belonging to], including but not limited to any tomer lists or requirements, price es information, business plans or information and plans, designs, research activities, any document which they have been told is bly expect the Company would h which has been given to the onfidence by customers, suppliers

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and other persons.

11.2 The Contractor shall make any notes or records of the Company's business or affairs of the Company [or any as

out the duration of this Agreement any matter within the scope of the otherwise than for the benefit of the

11.3 The obligations concerning any information or data in the domain after the unauthorised disclosure

11.1 above shall cease to apply to subsequently come into the public domain, other than by way of

12. Intellectual Property

All records, documents, papers, copyright protected works, carrying out its obligations, copyright and design rights, absolute property of the Contractor

and summaries thereof) and other the Contractor in the course of, together with all the worldwide shall be and at all times remain the

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 statutory duty) arising

liability of the Parties to each other any representation, statement, or limited to, negligence and breach of contract with this Agreement.

13.2 Subject to sub-Clause 13.3, the Contractor shall be liable to the other, whether in contract, tort (including negligence), duty or misrepresentation, for loss of profit, loss of revenue, loss of anticipated saving, business interruption or management, goodwill, loss of business, loss of data recorded on any computer or other equipment, indirect or consequential loss, that may be suffered by the other Party that arises out of

shall be liable to the other, whether in contract, tort (including negligence), duty or misrepresentation, for loss of profit, loss of revenue, loss of anticipated saving, business interruption or management, goodwill, loss of business, loss of data recorded on any computer or other equipment, indirect or consequential loss, that may be suffered by the other Party that arises out of this Agreement.

13.3 Nothing in this Clause shall

provisions of this Agreement shall:

13.3.1 limit the liability of the Contractor for fraud or fraudulent misrepresentation or death or personal injury

the other for fraud or fraudulent misrepresentation, or for death or personal injury

13.3.2 exclude or limit the Contractor's liability under or in respect of the indemnity given

Contractor under or in respect of the indemnity given

13.4 Subject to Clause 13.3, the Contractor shall be liable to the other in connection with the Contractor's negligence), restitution (including otherwise) shall be limited to the commission (excluding VAT) of the Services carried out on the date such liability arises

of either Party arising out of or in connection with the Contractor's negligence, tort (including statutory duty or misrepresentation or otherwise) OR [the total of the fees and charges paid under this Agreement for all Services carried out on the date of this Agreement preceding the

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 such 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

able for any failure or delay in performing their obligations under the Agreement if such 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

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dissimilar event or question.

beyond the control of the Party in

14.2 [In the event that a hereunder as a res Period>>, the other written notice at the Parties shall agree completed up to the any prior contract performance of this

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. No Waiver

No failure or delay by either shall be deemed to be a breach of any provision of subsequent breach of the s

of its rights under this Agreement and no waiver by either Party of a e deemed to be a waiver of any on.

16. Assignment and Sub-Contract

16.1 Subject to sub-Cl Neither Party may charge) or sub-lice sub-contract or oth the written consent withheld.

ment is personal to the Parties. charge (otherwise than by floating te any of its rights hereunder, or its obligations hereunder without n consent not to be unreasonably

16.2 The Contractor sha by it through any su of such Personnel s an act or omission o

any of the obligations undertaken and Personnel. Any act or omission this Agreement, be deemed to be

17. Third Party Rights

17.1 No one other than assignees, shall ha Contracts (Rights o

t, their transferees, successors or ny of its terms and accordingly the shall not apply to this Agreement.

17.2 Subject to this Clau transferee, success

all continue and be binding on the her Party as required.

18. Termination

18.1 Either Party may t without giving any r

t at any time without notice and on.

18.2 This Agreement s remedies the Partie

standing any other rights and

18.2.1 either Party Agreement within <<Ins Party; or

he terms and obligations of this able of remedy, is not remedied otice of such failure from the other

18.2.2 either Party compulsory reconstruction whole or any

r liquidation – either voluntary or poses of bona fide corporate f a receiver is appointed over the ts.

18.3 The termination of which have already

e without prejudice to any rights Parties under this Agreement.

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19. Company Property

On the termination of this Agreement, the Contractor shall return to the Company in accordance with the specifications, software, materials (and any copies thereof) and any other property of the Company which are in its control. The Contractor will, if so required by the Company, be responsible for the cost of return under this Clause 19.

or must immediately return to the Contractor all equipment, correspondence, records, drawings, other documents (and any copies thereof) in the possession of the Contractor or its associated companies or subcontractors. The Contractor will, if so required by the Company, be responsible for the cost of return under this Clause 19.

20. Notice

Any notice to be served by the Contractor shall be deemed to have been duly given if signed by, or on behalf of, an authorised officer of the Party giving the notice:

Any notice to be served by the Contractor shall be deemed to have been duly given if signed by, or on behalf of, an authorised officer of the Party giving the notice:

- 20.2.1 when delivered, by hand or by registered mail)
- 20.2.2 when sent, if transmitted by electronic means, when a return receipt is generated; or
- 20.2.3 on the fifth business day after the date of posting, if mailed by national ordinary mail, postage prepaid.

- or other messenger (including overnight delivery) during business hours of the recipient; or
- when a return receipt is generated; or
- when sent, if transmitted by electronic means, when a return receipt is generated; or
- on the fifth business day after the date of posting, if mailed by national ordinary mail, postage prepaid.

In each case notices shall be given to the address notified to the other Party in writing.

In each case notices shall be given to the most recent address or e-mail address notified to the other Party in writing.

21. Entire Agreement

21.1 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.

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21.2 Each Party acknowledges that, in entering into this Agreement, it does not rely on any representation or warranty provided in this Agreement or implied by statute or common law.

21.2 Each Party acknowledges that, in entering into this Agreement, it does not rely on any representation or warranty provided in this Agreement or implied by statute or common law.

22. Law and Jurisdiction

This Agreement is to be governed by the Law of England and Wales and the Parties irrevocably and exclusively submit to the jurisdiction of the English and Welsh Courts in respect of this Agreement.

This Agreement is to be governed by the Law of England and Wales and the Parties irrevocably and exclusively submit to the jurisdiction of the English and Welsh Courts in respect of this Agreement.

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

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

<<Full Name of Self-Employed Contractor>>

In the presence of

executed the day and year first

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<<Name & Address of Witness>>

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