

S

A

M

P

L

E

SELF EMPLOYED CONTRACT

RICAL AND ADMINISTRATIVE)

S

THIS AGREEMENT is made the

BETWEEN:

- (1) <<Name of Company>> a <<Country of Registration>> under number <<Company Re whose registered office is at <<Registered office>> (“the
- (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 a 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 otherwise defined or requires, the following words and expressions shall have the following meanings:

- 1.1 Commencement Date: <<Insert Date of Agreement>>
- 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 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 Date of Agreement>> until the Termination Date <<Insert Date>> or until the Termination Date <<Insert Date>> when this Agreement is terminated in accordance with Clause 12.

A

M

P

L

E

3. **Contractor's Obligations**

- 3.1 For the duration of the Services, 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>> hours during each day and for not less than <<Insert minimum 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 the progress on the Services and in particular to <<Insert details>> in respect of the day-to-day performance of the Services.
- 3.2 Subject to any requirements set out in the Schedule, the Contractor is exclusively entitled to the Services and in what order and the Company's representative shall take account of the timing of the Services and any other contracts of the Company.
- 3.3 The Contractor may, at his/her discretion at his own expense at any time (and on one or more occasions) provide all or any of the Services. The Contractor shall use reasonable endeavours to complete the Services by substitution. The Contractor shall be entitled to refuse to accept any such substitution if in its reasonable opinion the Worker 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 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 and shall be responsible for ensuring that any Worker performs the Services with reasonable care and skill.
- 3.5 It is understood and agreed 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 performance of the Services and the Company have any right to do so.
- 3.6 The Contractor is not to provide any services available except for the performance of its obligations under the Agreement. The engagement of the Contractor under the Agreement for the Services does not create any mutual obligations between the Company or the Contractor to offer or accept any further services. No continuing relationship shall be created.
- 3.7 The Company shall not be liable for any Worker in respect of the Services.

S

A

M

P

L

E

S

4. **Fee**

4.1 The Company shall pay the Contractor an <<e.g. hourly>> fee of <<Insert hourly fee>> (excluding any applicable 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 shall submit the Contractor's invoice to the Company at least <<e.g. one week>> prior to that date. The invoice shall be due within that month and the fees payable by the Contractor is registered for Value Added Tax, the invoice shall be shown separately on the invoice.

4.3 If there are periods of non-work for the Contractor to perform, the Contractor shall be paid for those periods. Fees are payable only in respect of work performed.

5. **[Expenses]**

5.1 The Company shall reimburse the Contractor travelling expenses only reasonably incurred in the proper performance of his/her obligations hereunder between his/her normal place of work and the premises at which the Contractor's Services are to be performed.

5.2 In order to obtain reimbursement of the expenses set out in Sub-Clause 5.1 the Contractor must provide such 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 the Contractor:

6.1 terminate this Agreement if the Contractor gives notice to the Company provided that the Company does not 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 requiring such payment to be made within <<Insert number of days>> working days; 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 time to time. Such interest shall be payable on a daily basis from the due date for payment until payment is made by the Contractor of the overdue sum, together with the cost of collection. The Company shall pay the interest due

7. **Status of Contractor and**

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

A

M

P

L

E

S

A

M

P

L

E

under or in relation

7.2 The Contractor hereby waives all claims that may be made by the Contractor in respect of any such claims, penalties, relating to this 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, agency, or any employment relationship between the Parties, or any employment relationship between any Worker and [either] the Company [or the Contractor] or any subsidiary relationship other than the contractual relationship expressed in this Agreement.

9 Exclusivity of Service and

9.1 The Contractor may provide other services which are the same as or similar to the Services but the Contractor shall not, without the written consent of the Company, be directly or indirectly engaged or employed by any other person or entity where this is or is likely to be in conflict with the interests of the Company or where this may adversely affect the efficient discharge of the Contractor's obligations under this Agreement.

9.2 For the purposes of this Agreement, the term "business of interest" is deemed to include, without limitation, providing any services to any other company or entity, whether or not a subsidiary of the Company, such business being <<Insert description of business>>.

10 Confidential Information

10.1 The Contractor shall not disclose (except in the proper performance of its obligations) nor at any time (without the written consent of the Company) directly or indirectly:

10.1.1 use for their own or any other business entity's purposes any information of any other person, company, or entity, whatsoever;

10.1.2 disclose to any other person, company, or entity, whatsoever; any trade secrets or confidential information of the Company or its subsidiaries, including but not limited to any such information relating to customer lists or requirements, price lists, financial information, business plans or proposals, marketing information and plans, designs, research activities, any document or information which they have been told is confidential or which they should reasonably expect the Company would regard as confidential, or any information which has been given to the Company or any other person in confidence by customers, suppliers and other persons.

S

10.2 The Contractor shall throughout the Duration of this Agreement make a statement relating to any matter within the scope of the Company's business or affairs 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 this Agreement, other than by way of unauthorised disclosure.

11 Intellectual Property

All records, documents, papers, drawings, designs, plans, specifications and summaries thereof) and other copyright protected works created by the Contractor in the course of carrying out its obligations under this Agreement, together with all the worldwide copyright and design rights in such works, 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 reasons.

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

12.2.1 either Party fails to perform any of the terms and obligations of this Agreement within <<insert>> days of the date of notice of such failure from the other Party; or

12.2.2 either Party is placed into liquidation – either voluntary or compulsory – or is the subject of a compulsory reconstruction or reconstruction of a receiver is appointed over the whole or any part of its assets.

12.3 The termination of this Agreement shall be without prejudice to any rights and remedies which have already accrued to either Party 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, limited to, negligence and breach of contract.

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

A

M

P

L

E

S

13.3 Nothing in this Clause

visions of this Agreement shall:

13.3.1 limit the liability for fraud or fraudulent misrepresentation or willful misconduct, or for death or personal injury

the other for fraud or fraudulent misrepresentation or willful misconduct, 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 liability of either Party arising out of or in connection with the performance of the Contract (including negligence), restitution (including without limitation tort (including tortious duty or misrepresentation or otherwise) shall be limited to a maximum sum of <<insert sum>> [the total of the fees payable for this Agreement for all Services provided under this Agreement preceding the date such liability arose.

of either Party arising out of or in connection with the performance of the Contract (including negligence), restitution (including without limitation tort (including tortious duty or misrepresentation or otherwise) shall be limited to a maximum sum of <<insert sum>> [the total of the fees payable for this Agreement for all Services provided under this Agreement preceding the date such liability arose.

14. Force Majeure

14.1 No Party to this Agreement shall be liable for any failure or delay in performing their obligations under the Contract 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 dissimilar event or circumstance beyond the control of the Party in question.

able for any failure or delay in performing their obligations under the Contract 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 dissimilar event or circumstance beyond the control of the Party in question.

14.2 [In the event that a Party to this Agreement is unable to perform their obligations under a continuous period of <<insert period>>, the other Party shall terminate this Agreement by written notice at the end of that period. In the event of such termination, the Parties shall agree to make reasonable payment for all work completed up to the date of termination. Such payment shall take into account any prior payments made and shall be entered into in reliance on the performance of this Agreement.

that cannot perform their obligations under a continuous period of <<insert period>>, the other Party shall terminate this Agreement by written notice at the end of that period. In the event of such termination, the Parties shall agree to make reasonable payment for all work completed up to the date of termination. Such payment shall take into account any prior payments made and shall be entered into in reliance on the performance of this Agreement.

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 Contractor's control. The Contractor will, if so required by the Company, certify that they have complied with their obligations under this Clause.

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 Contractor's control. The Contractor will, if so required by the Company, certify that they have complied with their obligations under this Clause.

16. No Waiver

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

of its rights under this Agreement and no waiver by either Party of a breach shall be deemed to be a waiver of any other breach.

A

M

P

L

E

S

17 Assignment and Sub-Contracting

17.1 Subject to sub-Clause 17.2, neither Party may assign (by way of assignment, novation, sub-charge) or sub-licence (by way of sub-contract or otherwise) any of its rights hereunder, or its obligations hereunder without the written consent of the other Party, which consent shall not be unreasonably withheld.

Assignment is personal to the Parties. The Contractor shall not be liable for any charge (otherwise than by floating charge) or sub-licence (otherwise than by sub-contract or otherwise) of any of its rights hereunder, or its obligations hereunder without the written consent of the other Party, which consent shall not be unreasonably withheld.

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

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

A

18 Third Party Rights

18.1 No one other than the Contractor, its assignees, shall have any rights under the Contracts (Rights of Third Parties) Act 1999.

Notwithstanding anything to the contrary in this Agreement, the Contractor, its assignees, their transferees, successors or assigns shall not be bound by any of its terms and accordingly the provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

18.2 Subject to this Clause 18, all rights, obligations and liabilities shall continue and be binding on the Contractor and its assignees, transferees, successors or assigns as required.

Notwithstanding anything to the contrary in this Agreement, all rights, obligations and liabilities shall continue and be binding on the Contractor and its assignees, transferees, successors or assigns as required.

M

19 Notice

19.1 All notices to be given to the Contractor shall be in writing and shall be signed by, or on behalf of, a duly authorised officer of the Contractor.

Notices to be given to the Contractor shall be in writing and shall be signed by, or on behalf of, a duly authorised officer of the Contractor.

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

Notices to be sent to the Contractor shall be deemed to have been duly given:

19.2.1 when delivered to the Contractor by registered post or by a courier or other messenger (including overnight delivery) during business hours of the recipient; or

when delivered to the Contractor by registered post or by a courier or other messenger (including overnight delivery) during business hours of the recipient; or

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

when sent to the Contractor by email and a return receipt is generated; or

19.2.3 on the fifth business day after the date of posting by ordinary mail.

when sent to the Contractor by ordinary mail, if mailed by national express, to the most recent address or e-mail address notified to the Contractor.

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

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

P

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.

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 is entering into this Agreement, it does not rely on any representations or warranties, conditions, warranties or other terms provided in this Agreement, and that it is bound by statute or otherwise implied by statute or otherwise implied by law.

Each Party acknowledges that it is entering into this Agreement, it does not rely on any representations or warranties, conditions, warranties or other terms provided in this Agreement, and that it is bound by statute or otherwise implied by law.

L

21 Law and Jurisdiction

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

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

E

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

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

IN WITNESS WHEREOF this Agreement
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]

<< >>