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**THIS AGREEMENT** is made the

**BETWEEN:**

- (1) <<Name of Company>> a <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at <<insert Address>> ("the Company")
- (2) <<Name of Client>> [a company] <<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 Company has been in the business of providing copywriting services to business clients
- (2) At all material times the Client has been in the business of <<insert description>> and wishes to acquire the services of the Company
- (3) The Company 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 otherwise requires, the following expressions have the following meanings:

**"Business Day"**

any day other than Saturday or Sunday) on which the Client's premises are open for their full range of services at <<insert location>>;

**"Confidential Information"**

information disclosed by one Party to the other Party, information which is confidential by the other Party pursuant to, or in accordance with, the terms of the Agreement (whether orally or in writing, and whether or not the information is stated to be confidential or otherwise);

**"Fee"**

the fee payable to the Company for the services provided pursuant to Clause 4;

**“Intellectual Property Rights”**

**“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 i

1.4 Words imparting the

1.5 References to any g

**2. Engagement of the Comp**

2.1 The Client hereby e  
services as the Cli  
during the term of th

2.2 The Company shal  
Date”).

2.3 The Company ack  
interest in the Wor  
Client should have

rights in any patents, trade marks,  
ered 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

undertaken by the Company as

reference in this Agreement to:

ion, includes a reference to any  
nic 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.

provide the Work [and such other  
ay agree upon from time to time

<<insert date>> (“the Completion

ent has a legitimate commercial  
ne Completion Date and that the  
y if it is not so completed, and,

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shall be expressly exclusive of any

2.4 The Company shall ensure that all work is performed wholly responsible for any part of the Work.

2.5 The Company shall perform work at its own expense.

3.3 [The engagement  
Company shall b  
performance of the

4.1 [In consideration of £<<insert sum>> [date>>].]

[In consideration of which shall comprise Company's quotation

4.3 All payments made value added tax cha

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by the Company in

## 5. The Work and Intellectual

5.1 [Upon receipt in full of the Fee due under Clause 4, the copyright and any other Intellectual Property Rights subsisting in the Work shall be deemed to have been assigned to the Company and shall be deemed to have been assigned to the Company for the purposes of Chapter IV of the Copyright, Designs and Patents Act 1988.

5.2 Following the assignment of the copyright and any and all other Intellectual Property Rights under Clause 5.1, the Client shall be free to use the Work for any purposes in which the Work was originally commissioned, the purpose for which the Work

OR

5.1 [Upon receipt in full of the Fee due under Clause 4, the copyright and any other Intellectual Property Rights subsisting in the Work shall be licensed to the Client for the Purpose described in Schedule 1 [for the full duration of copyright protection in the Work] OR [for the full duration of copyright protection in the Work]

5.2 Use of the Work outside the Purpose described in Schedule 1 may not take place without the prior written consent of the Company, such consent to be given on a case-by-case basis and subject to agreement and payment of further fees.

5.3 The rights licensed to the Client under Clause 5.1 are personal to the Client and may not be assigned or otherwise transferred to any third parties save with the prior written consent of the Company. Those rights (including the right to use the Work on printers and websites) shall be exercisable by the Client and its employees, agents, consultants, subcontractors, and assigns.

## 6. Warranties and Indemnity

6.1 The Company represents and warrants that it makes, and agrees with the Client as follows:

6.1.1 the Work shall not infringe any copyright, or other Intellectual Property Rights, moral rights, rights of privacy, right of publicity, or any other rights whatsoever of any person;

6.1.2 the Work shall not be in breach of copyright in the United Kingdom [and/or in any other country] without the full period of copyright protection by the laws of the United Kingdom pursuant to the laws of the United Kingdom and/or the Berne Convention and/or the Universal Copyright Convention;

6.1.3 the Work shall not be defamatory of [any jurisdiction] OR [less than] be obscene, blasphemous, or otherwise offensive to the public good of any person and shall not contain any material which is prohibited or restricted under the Data Protection Act 1998, the Freedom of Information Act 2000, the Racial and Religious Hatred Act 2001, the Privacy and Electronic Communications Regulations 2003, the

the Fee due under Clause 4, the copyright and any other Intellectual Property Rights subsisting in the Work shall be deemed to have been assigned to the Company and shall be deemed to have been assigned to the Company for the purposes of Chapter IV of the Copyright, Designs and Patents Act 1988.

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the Fee due under Clause 4, the copyright and any other Intellectual Property Rights subsisting in the Work shall be licensed to the Client for the Purpose described in Schedule 1 [for the full duration of copyright protection in the Work] OR [for the full duration of copyright protection in the Work]

described in Schedule 1 may not take place without the prior written consent of the Company, such consent to be given on a case-by-case basis and subject to agreement and payment of further fees.

Clause 5.1 are personal to the Client and may not be assigned or otherwise transferred to any third parties save with the prior written consent of the Company. Those rights (including the right to use the Work on printers and websites) shall be exercisable by the Client and its employees, agents, consultants, subcontractors, and assigns.

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company and shall not infringe any copyright, or other Intellectual Property Rights, moral rights, rights of privacy, right of publicity, or any other rights whatsoever of any person;

without the full period of copyright protection by the laws of the United Kingdom pursuant to the laws of the United Kingdom and/or the Berne Convention and/or the Universal Copyright Convention;

of [any jurisdiction] OR [less than] be obscene, blasphemous, or otherwise offensive to the public good of any person and shall not contain any material which is prohibited or restricted under the Data Protection Act 1998, the Freedom of Information Act 2000, the Racial and Religious Hatred Act 2001, the Privacy and Electronic Communications Regulations 2003, the

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Official Secretary  
legislation and  
constitute a

analogous domestic or foreign  
in the Work will, if published,

6.1.4 the Company  
dispose of a  
except purs  
agreement o  
under this  
performance

re, transfer, encumber or otherwise  
any other rights in or to the Work  
it and shall not enter into any  
might conflict with the Client's rights  
interfere with the Company's  
this Agreement;

6.1.5 [subject to  
indemnify th  
from and a  
(including w  
costs of the  
damages ho  
breach or no  
undertakings

Company hereby undertakes to  
Client at all times fully indemnified  
proceedings, claims, demands, costs  
generality of this provision the legal  
(and own-client basis), awards, or  
y or indirectly – as a result of any  
company of any of the Company's  
ns under this Agreement.

6.2 [The total liability of  
£<<insert sum>>].

this Agreement shall be limited to

## 7. Confidentiality

7.1 Both Parties under  
authorised in writin  
continuance of this

provided by sub-Clause 7.2 or as  
they shall at all times during the  
insert period>>] after its termination:

7.1.1 keep confide

information;

7.1.2 not disclose

information to any other party;

7.1.3 not use any  
contemplate

information for any purpose other than as

7.1.4 not make an  
any Confide

in any way or part with possession of

7.1.5 ensure that  
agents or ad  
a breach of t

its directors, officers, employees,  
which, if done by that Party, would be  
Clause 7.

7.2 Subject to sub-Cl  
Information to:

may disclose any Confidential

7.2.1 any of their s

employees, or suppliers;

7.2.2 any governm

for regulatory body; or

7.2.3 any of their  
sub-Clauses

for those of any party described in

7.3 Disclosure under s  
necessary for the p  
law. In each case  
Confidential Inform  
described in sub-Cl  
a body, the disclos  
written undertaking  
confidential and to

made only to the extent that is  
this Agreement, or as required by  
first inform the recipient that the  
Unless the recipient is a body  
employed employee or officer of such  
and submit to the other Party a  
keep the Confidential Information  
purposes for which the disclosure is

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made.

- 7.4 Either Party may use Confidential Information for any purpose, or disclose it to any other party, if Confidential Information is or becomes public knowledge through no fault of the disclosing Party.
- 7.5 When using or disclosing Confidential Information under sub-Clause 7.4, the disclosing Party must not disclose any part of that Confidential Information to any third party without the other Party's knowledge.
- 7.6 The provisions of this Clause 7 shall remain in force in accordance with their terms, notwithstanding the termination or expiry of this Agreement for any reason.

## 8. Termination

- 8.1 Either Party may terminate this Agreement by giving to the other not less than <<insert notice period>> written notice.
- 8.2 Without prejudice to the other provisions of this Clause 8.1, this Agreement shall terminate, notwithstanding any notice of termination, if any of the following events have, in the following circumstances, occurred:
- 8.2.1 either Party has failed to comply with any of the terms and obligations of this Agreement, and the failure, if remedied, is not remedied within <<insert period>> days of the date of notice of such failure from the other Party;
  - 8.2.2 an encumbrance is placed on, or where the other Party is a company, a charge is created over, any of the property or assets of either Party;
  - 8.2.3 the other Party enters into an arrangement with its creditors or, being a company, enters into an arrangement with its creditors or to an administration order (within the meaning of the Insolvency Act 1986);
  - 8.2.4 the other Party is a company, and a bankruptcy order is made against it, or a winding-up order is made against it, or goes into liquidation (except for reconstruction or re-construction and in such case the other Party has therefrom effectively agreed to be bound by or to accept the terms of any order imposed on the other Party under this Agreement);
  - 8.2.5 anything occurs in relation to either Party in the foregoing under the law of any jurisdiction other than that of the other Party;
  - 8.2.6 the other Party ceases, or proposes to cease, to carry on business; or
  - 8.2.7 control of the other Party is taken over by any person or connected with the other Party on the date of this Agreement. For the purposes of this Clause 8, "control" and "connected" have the meanings ascribed thereto by Sections 112 and 115 of the Corporation Tax Act 2010.
- 8.3 The termination of this Agreement shall be without prejudice to any rights or remedies which have already accrued to either Party under this Agreement.

## 9. Nature of the Agreement

- 9.1 This Agreement is not an assignment, and neither Party may assign,

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mortgage, or charge of its rights hereunder or obligations hereunder without the consent not to be used

(including charge) [or sub-license] any of its rights hereunder or otherwise delegate any of its rights hereunder without the consent of the other Party, such

9.2 This Agreement shall be binding on the Parties with respect to its subject matter and shall not be modified or amended in writing signed by the representatives of the Parties.

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9.3 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.

9.3 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.

9.4 No failure or delay in performance of the Agreement shall be deemed to be a waiver of any right or remedy of either Party of a breach of this Agreement shall be deemed to be a waiver of any right or remedy of the same or any other provision.

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## 10. Severance

The Parties agree that, if any provision of this Agreement is found to be unenforceable, that / those provisions shall be deemed to be severed from the remainder of this Agreement and the remainder shall remain enforceable.

The Parties agree that, if any provision of this Agreement is found to be unenforceable, that / those provisions shall be deemed to be severed from the remainder of this Agreement and the remainder shall remain enforceable.

## 11. Notices

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

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11.2 Notices shall be deemed to have been given:

11.2 Notices shall be deemed to have been given:

11.2.1 when delivered to the recipient by registered mail;

11.2.1 when delivered to the recipient by registered mail;

11.2.2 when sent, by email or e-mail and a successful transmission is generated;

11.2.2 when sent, by email or e-mail and a successful transmission is generated;

11.2.3 on the fifth business day after mailing, if mailed by national ordinary mail;

11.2.3 on the fifth business day after mailing, if mailed by national ordinary mail;

11.2.4 on the tenth business day after mailing, if mailed by airmail, postage prepaid.

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

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## 12. Alternative Dispute Resolution

12.1 Any dispute or claim arising out of or in connection with this Agreement or its subject matter shall be referred to a single arbitrator to be appointed by the then President of the Institution of Arbitrators to have all of the powers conferred upon arbitrators in England and Wales.

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

13. **Law and Jurisdiction**

13.1 This Agreement (including any dispute arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the law of England and Wales.

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

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**IN WITNESS WHEREOF** this Agreement is  
before written

SIGNED by

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

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>>

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executed the day and year first

**The Work**

<<Insert full details of the Work to be licensed by the Company>>

**[The Purpose**

<<Insert full details of the purpose for which the Work may be used>>]

**[The Licence Term**

The Licence to use the Work granted by this Agreement shall commence on <<insert date>> and continue for a period of <<insert date>> until <<insert date>>.]

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