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**THIS AGREEMENT** is made the  
**BETWEEN:**

(1) <<Name of Editor>> of <<insert address>> (the "Editor") and

(2) <<Name of Client>> 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 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 otherwise requires, the following expressions have the meanings set out below:

**"Business Day"**

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

**"Confidential Information"**

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

**"Editing Work"**

work commissioned by the Editor or any other person and as a result of providing editing services;

**"Editing Services"**

services provided by the Editor or any other person as set out in Schedule 1;

**["Fee"]**

the fee or remuneration payable to the Editor for the services provided as defined in Clause 5;]

**“Intellectual Property Rights”**

**[“Royalty / Royalties”]**

**“Consultant”**

**“Work”**

1.2 Unless the context

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 Editor**

2.1 The Client hereby e

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any patents, trade marks, service  
signs, applications (and rights to  
those rights) trade, business and  
internet domain names and e-mail  
and trade marks and service marks,  
rights, 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;]

employed] person [or person employed  
any case is nominated and  
Services by the Editor (either a  
set out in Schedule 1 or any other  
one with suitable skill and

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

reference in this Agreement to:

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

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.

or convenience only and shall have  
ement.

clude the plural and vice versa.

other gender.

vide the Editing Services.

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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 remedy 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 percentage>>% 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 shall have 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 Client shall be entitled to an increment by one day for each day that the delivery of the Work is delayed.

2.5 Whether or not the Editor carries out all or any of the Editing Services, the Editor warrants the quality of the Editing Services and shall ensure that the Client's requirements are met by its performing all or any part of the Editing Services shall be performed with reasonable care.

2.6 Whilst the Editor warrants that he shall endeavour to ensure that all errors, inconsistencies and omissions in the Editing Work are located he shall not be liable for missing such errors, inconsistencies and omissions.

### 3. Nature of Engagement

3.1 The Editor shall act as an independent contractor and the Editor's Editing Services shall be performed by the Editor's methods and those of any Consultant(s) engaged by the Editor. The Editing Services shall at all times be supervised, directed and controlled by the Editor or any Consultants in the Client's name. The Client has the right to do so.

3.2 The Editor shall be responsible for organising, and shall be entitled to organize the Editing Services 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 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 at any time the Editor or any Consultant can provide to other clients the same or similar services which are provided to the Client and the Client can engage the Editor or any Consultant to provide it with services which are the same as or similar to those provided by the Editor or any Consultant to the Client.

3.4 The Editor in his capacity as Editor or any Consultant for more occasions may substitute any Consultant engaged on the Editing Services or may engage any other Consultant provided that any Consultant chosen shall possess the requisite skills and experience to perform the Editing Services and shall use all reasonable endeavours to avoid or minimise any disruption to the Client and to consult with the Client before making any change in engagement of persons performing the Editing Services. However, the Editor shall in any event provide such a substitute Consultant where the provision of the Editing Services is unduly delayed due to incapacity or for any other reason.

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reason upon notification that a delay is unacceptable, the Client shall be entitled to appoint a substitute or additional Consultant if in its opinion the Consultant's skills, or experience

the Client's representative) that a delay is unacceptable, the Client shall be entitled to refuse to accept any services which are not suitable due to lack of

3.5 Any act or omission in breach of this Agreement, be deemed a breach of this Agreement.

shall, for the purposes of this Agreement, be deemed a breach of this Agreement.

3.6 Whenever possible, the Editor shall use his own equipment, materials and resources in providing the Editing Services.

Editor shall use his own equipment, materials and resources in providing the Editing Services.

3.7 The Editor is not responsible for the performance of its services under the appointment of the Editor. The Editor's Services does not constitute an employment relationship. The Editor to offer or accept any continuing relationship.

services available except for the Editor's Agreement. The engagement and appointment to provide the Editing Services on the part of the Client or the Editor, engagement or services. No relationship is implied.

#### 4. Self-Employment Status of the Editor

4.1 The Editor shall at all times maintain the status of a self-employed individual and national insurance contributions of the consideration.

independent contractor and shall have the responsibility to be responsible for all income tax and national insurance contributions in respect of the Editor's services.

4.2 The Editor hereby agrees that no claim may be made by the Editor in respect of income tax or national insurance contributions, including interest and penalties, in respect of him or any Consultant.

Client in respect of any claims that may be made against the Client in respect of income tax or national insurance contributions, including interest and penalties, in respect of the Editor's services (carried out by the Editor under this Agreement).

4.3 The Editor shall be responsible for all expenses and value added tax.

expenses and value added tax.

4.4 Nothing in this Agreement shall be construed to create any partnership, joint venture, agency or employment relationship between the Editor and [either] the Client [or the Consultant].

shall be construed to create any partnership, joint venture, agency or employment relationship between the Parties, or any Consultant and [either] the Client [or the Consultant].

#### 5. Consideration

5.1 [In consideration of the Editor's Services, the Client shall pay to the Editor the Fee of £<<insert sum>> per <<insert date>>].]

the Client shall pay to the Editor the Fee of £<<insert sum>> per <<insert date>>].]

##### AND/OR

[In consideration of the Editor's Services, the Client shall pay to the Editor a Royalty of <<insert percentage>> on the gross receipts from the first <<insert number e.g. 5>>% on the gross receipts from the first <<insert number e.g. 5,001>> copies of the Work over <<insert period>> of receipt by the Client of the Editor's invoice.]

the Client shall pay to the Editor a Royalty of <<insert percentage>> on the gross receipts from the first <<insert number e.g. 5>>% on the gross receipts from the first <<insert number e.g. 5,001>> copies of the Work over <<insert period>> of receipt by the Client of the Editor's invoice.]

5.2 [Payment of the Fee shall be made by the Client to the Editor within <<insert period>> of receipt by the Client of the Editor's invoice.]

following completion of the Editing Services, the Client shall pay to the Editor within <<insert period>> of receipt by the Client of the Editor's invoice.]

##### AND/OR

[The Client shall submit a statement of Royalties due no later than <<insert date>> of each month and shall pay the same to the Editor within <<insert period>> of receipt by the Client of the Editor's invoice.]

monthly statement of Royalties due no later than <<insert date>> of each month and shall pay the same to the Editor within <<insert period>> of receipt by the Client of the Editor's invoice.]

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lending rate of <<in  
on a daily basis f  
payment of the ove  
due shall be payabl

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 n  
the Editor in compl  
payment to any Cor

## 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 The Editor, and an  
named in Schedule  
the 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.

wing the end of each month.]

expiry of this period shall incur  
>>% per annum above the base  
time to time. Interest shall accrue  
payment until the actual date of  
re or after judgment. Any interest  
ue sum

shall be expressly exclusive of any

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

ditor for the Editing Services over  
ause 5 and, without limitation, no  
pect of any expenses incurred by  
es. The Client shall not make any  
of the Editing Services.

] AND/OR [first Royalty payment]  
and all other Intellectual Property  
t and the Work shall be deemed to  
all be deemed to have waived his  
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:

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ed by the Editor (whether or not  
te skill and experience to carry out

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 his obligations under this

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- 7.7.5 allows the [REDACTED] complete control over any relevant litigation and

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

9.1 This Clause 9 sets out the joint and several liability of the Parties to each other for any breach of the obligations of the Editor to supply by the Editor and any Consultants of the Work, or any negligent act or omission made by the Client of the Editing Work; and any negligent act or tortious act or omission made by the Client of the Editing Work.

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(including, but not limited to, breach of statutory duty) arising out of or in connection with the Agreement.

9.2 Subject to sub-Clause 9.3, the Party who is liable to the other, whether in contract, tort (including negligence), or for breach of statutory duty, shall be liable to the other for any loss of goodwill, loss of business opportunity, loss of profit, or any special, indirect or consequential damage suffered by the other Party that arises out of or in connection with the 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 the provisions of Clause 7, or to sub-Clauses 9.2 or 9.3, the total amount payable by either Party arising out of or in connection with the Agreement (whether including negligence), restitution, for breach of statutory duty (including but not limited to [100% of the Fee or Royalty] is paid or payable under this Agreement]

## 10. Confidentiality

10.1 Both Parties understand and agree that the Confidential Information provided by sub-Clause 10.2 or as authorised in writing shall at all times during the continuance of the Agreement or [or <<insert period>>] 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 in the 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 its directors, officers, employees, Consultants, or any act which, if done by that Party, would constitute a breach of the provisions of this Clause 10.

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

10.2.1 any Consultant providing Services;

10.2.2 any of their subcontractors, agents, or suppliers;

10.2.3 any government body or regulatory body; or

10.2.4 any of their subcontractors, agents, or suppliers, or those of any party described in sub-Clause 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 Agreement, or as required by law. In each case, the Party must first inform the recipient that the Confidential Information is being disclosed and that the recipient must keep the Confidential Information confidential. Unless the recipient is a body or authorised employee or officer of such a body, the disclosure must be made in writing and submit to the other Party a written undertaking to keep the Confidential Information confidential.



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confidential and to be made.

10.4 Either Party may use it to any other party knowledge through

10.5 When using or disclosing Party may Confidential Information

10.6 The provisions of their terms, notwithstanding

## 11. Termination

11.1 Either Party may terminate without giving any notice

11.2 Without prejudice to terminate, notwithstanding have, in the following

11.2.1 either Party Agreement within <<insert Party; or

11.2.2 either Party compulsory reconstruction whole or any

11.3 The termination of which have already

## 12. Personal Information (Data)

The Editor will only use the <<insert document name, e

## 13. Force Majeure

13.1 Neither Party to the performing their obligations that is beyond the causes include, but failure, industrial accident terrorism, acts of war event or circumstance

13.2 [In the event that a hereunder as a res period>>, the other written notice at the Parties shall agree up to the date of termination contractual commitment Agreement.]

## 14 Nature of the Agreement

14.1 Subject to the pr

poses for which the disclosure is

information for any purpose, or disclose Information is or becomes public

information under sub-Clause 10.4, the is not disclose any part of that knowledge.

continue in force in accordance with of this Agreement for any reason.

at any time without notice and on.

Clause 11.1, this Agreement shall s and remedies the Parties may

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

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

without prejudice to any rights Parties under this Agreement.

information as set out in the Editor's available from <<insert location(s)>>.

liable for any failure or delay in re or delay results from any cause at Party ("Force Majeure"). Such er failure, internet service provider ood, storms, earthquakes, acts of or any other similar or dissimilar ntrol of the Party in question.

cannot perform their obligations r a continuous period of <<insert tion terminate this Agreement by the event of such termination, the ple payment for all work completed nt shall take into account any prior liance on the performance of this

entitling the Editor to perform

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obligations through  
and neither Party may  
charge) [or sub-licen  
otherwise delegate  
consent of the other

reement is personal to the Parties  
charge (otherwise than by floating  
hereunder, or sub-contract or  
hereunder, except with the written  
to be unreasonably withheld.

14.2 This Agreement c  
respect to its subject  
in writing signed by

ement between the Parties with  
modified except by an instrument  
representatives of the Parties.

14.3 Each Party acknow  
on any representa  
provided in this A  
implied by statute o  
by law.

to this Agreement, it does not rely  
or provision except as expressly  
itions, warranties or other terms  
ded to the fullest extent permitted

14.4 No failure or delay  
Agreement shall be  
either Party of a bre  
be a waiver of any s

cising any of its rights under this  
er of that right, and no waiver by  
his Agreement shall be deemed to  
e same or any other provision.

## 15. Severance

The Parties agree that, if  
Agreement is found to be  
provisions shall be deeme  
remainder of this Agree

r more of the provisions of this  
erwise unenforceable, that / those  
remainder of this Agreement. The  
rceable.

## 16. Notices

16.1 All notices under th  
if signed by, or on  
notice.

writing and be deemed duly given  
sed officer of the Party giving the

16.2 Notices shall be de

given:

16.2.1 when delive  
registered m

ier or other messenger (including  
ess hours of the recipient; or

16.2.2 when sent, i

nd a return receipt is generated; or

16.2.3 on the fifth  
ordinary ma

g mailing, if mailed by national

In each case notice  
address, notified to

the most recent address or e-mail

## 17. Alternative Dispute Reso

17.1 Any dispute or d  
Agreement or its s  
agreed upon by the  
then President of t  
conferred upon arb

en the Parties relating to this  
ferred to a single arbitrator to be  
agreement, to be appointed by the  
bitrator to have all of the powers  
gland and Wales.

17.2 The Parties hereby  
and binding on both

of the Arbitrator shall [not] be final

## 18. Law and Jurisdiction

18.1 This Agreement (in  
therefrom or assoc  
accordance with, th

ual matters and obligations arising  
e governed by, and construed in  
ales.

18.2 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) shall fall within the jurisdiction of the courts 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) shall fall within the jurisdiction of the courts of England and Wales.

**IN WITNESS WHEREOF** this Agreement has been executed the day and year first before written

executed the day and year first

SIGNED by

<<Full name of the Editor>>

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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**The Editing Services**

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

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