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CONSULTANT (COMPLETION) AGREEMENT

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

- (1) <<Name of Copywriter>> a <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at <<insert Address>> (“the Copywriter”)
- (2) <<Name of Client>> [a <<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 Copywriter has been engaged in the business of providing copywriting services to businesses.
- (2) At all material times the Client has been in the business of <<insert description>> and wishes to acquire the services of the Copywriter.
- (3) The Copywriter hereby agrees to provide such 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”**

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

**“Confidential Information”**

means information of any kind, whether or not written, which is disclosed to the other Party, information which is confidential in nature by the other Party pursuant to, or in accordance with, any Agreement (whether orally or in writing) and whether or not the other Party has stated to be confidential or otherwise.

**“Fee”**

means the fee payable to the Copywriter for the services provided under Clause 5;

**“Intellectual Property Rights”**

means all rights in any patents, trade marks, registered designs, applications (and pending applications) of those rights) trade, business names, internet domain names and e-mail addresses, and all trade marks and service marks, know-how, rights in designs and other intellectual property rights.

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“Work”

undertaken by the Copywriter as and

“Consultant”

whose name(s) is/are set out in time is set out there, any person(s) experience nominated by the time.

1.2 Unless the context of

reference in this Agreement to:

1.2.1 “writing”, and communication or similar means

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

1.2.2 a statute or provision as

is a reference to that statute or at the relevant time;

1.2.3 “this Agreement Schedules a

this Agreement and each of the listed at the relevant time;

1.2.4 a Schedule i

ement;

1.2.5 a Clause or (other than and

ce to a Clause of this Agreement paragraph of the relevant Schedule;

1.2.6 a "Party" or t

parties to this Agreement.

1.3 The headings used no effect upon the i

for convenience only and shall have ment.

1.4 Words imparting the

include the plural and vice versa.

1.5 References to any g

other gender.

2. Engagement of the Copy

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

to provide the Work and such other may agree upon from time to time

2.2 The Copywriter sha Date”).

<<insert date>> (“the Completion

2.3 The Copywriter ac interest in the Wor Client should hav Accordingly, in the Completion Date, percentage>>% of damages from the t that the Work is no any right to claim ar

ent has a legitimate commercial the Completion Date and that the edy if it is not so completed. r fails to complete the Work by the sum>>] OR [a sum of <<insert ay shall be deducted as liquidated Copywriter for each Business Day mpletion Date without prejudice to y for any further delay.

2.4 The Copywriter sha ensure that all work is wholly responsib perform all or any reasonable care.

the quality of the Work and shall nable care and, without limitation, y Consultant authorised by it to also do so competently and with

2.5 The Copywriter sha work at its own exp

rectification of any unsatisfactory

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**3. Nature of Engagement**

3.1 The Copywriter shall be an independent contractor and the Copywriter's Work shall be performed by it on the Work shall at all times be exclusive of the Client and shall be under the control of the Copywriter or any such Consultant. The Client shall not have any right to do so.

3.2 The Copywriter shall be solely responsible for organising, and the Client shall be entitled to organise the Work in what order the Work is done but the Copywriter shall liaise with the Client (or its representative) to ensure that due regard is given to the activities of the Client and the third parties also engaged in the Work.

3.3 The engagement under this Agreement is mutually non-exclusive that is to say that at any time the Copywriter can provide to other clients the services which are similar to the Work and the Client can engage other contractors to provide the services which are the same as or similar to the Work.

3.4 The Copywriter may substitute any representative or a Consultant or engage any additional Consultant chosen by the Copywriter to perform the Work. The Copywriter shall have the requisite skills to perform the Work. The Copywriter shall use all reasonable endeavours to avoid or minimise such changes or additions and to coordinate such changes or additions and to coordinate such changes or additions in advance of any such proposed change in engagement. The Copywriter shall in any event provide such notification as is reasonable and not unduly delayed by the Copywriter. The Client shall not be obliged to accept any Consultant if in its reasonable opinion the Consultant is not suitable due to lack of skills, or experience.

3.5 Whenever possible the Copywriter shall use its own equipment, materials and subcontractors to carry out the Work.

3.6 The Copywriter is not to provide any other services available except for the performance of its obligations under this Agreement. The engagement and appointment of the Copywriter under this Agreement does not create any mutual obligations between the Client and the Copywriter to offer or accept any further work, and no continuing relationship shall be deemed to exist.

**4. Status of the Copywriter**

4.1 The Copywriter shall be an independent contractor and it shall be responsible for all its own taxes or contributions for insurance contributions or similar taxes or contributions payable under this Agreement.

4.2 The Copywriter hereby releases the Client in respect of any claims that may be made against the Client in respect of income tax or national insurance contributions or similar taxes or contributions, including interest and penalties, payable to the Work undertaken by the Copywriter under this Agreement.

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4.3 The Copywriter shall be responsible for its expenses and value added tax.

4.4 Nothing in this Agreement shall be construed to create any partnership, joint venture or agency relationship between the Client and the Copywriter.

5. **Fee**

5.1 [In consideration of the Work, the Client shall pay to the Copywriter the Fee of £<<insert sum>> [as set out in the Copywriter's quotation dated <<insert date>>].]

OR

[In consideration of the Work, the Client shall pay to the Copywriter the Fee of <<insert sum>> [as set out in the Copywriter's quotation dated <<insert date>>].]

5.2 Payment shall be made by the Client on completion of the Work and shall be made within <<insert period>> of the date of the invoice for the same. Payment in arrears shall remain unpaid after the expiry of this period shall incur interest at the rate of <<insert percentage>>% per annum <<insert bank name>> from time to time. Interest shall accrue from the due date for payment until the actual date of payment, whether before or after judgment. Any interest due shall be an overdue sum.

5.3 All payments made by the Client shall be expressly exclusive of any value added tax charges.

5.4 No further payments shall be made by the Client above the entitlement set out in clause 5.1 and, without limitation, no payment shall be made by the Copywriter in respect of any expenses incurred.

6. **The Work and Intellectual Property**

6.1 Upon receipt in full of the Fee due under Clause 5, the Client shall assign to the Copywriter all Property Rights subsisting in the Work and the Copywriter shall be deemed to have waived any Property Rights in respect of the Work arising out of the Copyright, Designs and Patents Act 1988.

6.2 Following the assignment of Property Rights under clause 6.1, the Client shall be free to use the Work for any purposes intended by the Client, the purpose for which the Work was originally commissioned.

7. **Warranties and Indemnity**

7.1 Any Consultant(s) named in the Work by the Copywriter shall be deemed to have the skill and experience to carry out the Work.

7.2 The Copywriter shall warrant that the Work is original and shall not infringe any copyright, trademark, rights of privacy, rights of publicity, or any other Intellectual Property rights of any person.

7.3 The Copywriter hereby warrants that the Work shall, throughout the period of copyright subsisting pursuant to the laws of the United Kingdom (including any assignment of Work).

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the United Kingdom  
Universal Copyright

the Berne Convention and/or the

7.4 The Copywriter shall not  
dispose of any rights  
pursuant to this Agree

transfer, encumber or otherwise  
transfer rights in or to the Work except

7.5 Subject to the provi  
proceedings, claims,  
generality of this pro  
client basis) against  
the Work or the Clie  
accordance with this  
Property Rights belo  
Client from and again

7.5, in the event of any actions,  
including, without prejudice to the  
the Client on a solicitor and own-  
that the Copywriter's provision of  
and/or ownership of the Work in  
the infringement of any Intellectual  
the Copywriter shall indemnify the

7.6 Subject to the provi  
proceedings, claims,  
generality of this pro  
own-client basis) aga  
use or possession of  
of providing the W  
infringement of any  
Client shall indemnify

7.6, in the event of any actions,  
including, without prejudice to the  
the Copywriter on a solicitor and  
the grounds that the Copywriter's  
to it by the Client for the purposes  
this Agreement constitutes the  
rights belonging to a third party, the  
against the same.

7.7 The indemnities set o

and 7.6 shall apply only if:

7.7.1 The indemni  
writing upon  
demand or d

indemnifying Party immediately in  
by such action, proceeding, claim,

7.7.2 The indemni  
the indemni

missions or any settlements without  
consent;

7.7.3 The indemni  
indemnifying

relevant information available to the

7.7.4 The indemni  
indemnifying

all reasonable assistance to the  
and

7.7.5 The indemni  
over any rele

indemnifying Party complete control  
settlement.

8. **Liability**

8.1 This Clause 8 sets ou  
any breach of this Ag  
representation, state  
to, negligence and b  
this Agreement.

liability of the Parties to each other for  
by the Client of the Work; and any  
commission (including, but not limited  
arising out of or in connection with

8.2 Subject to sub-Claus  
contract, tort (includin  
misrepresentation fo  
opportunity, loss of a  
damage or loss that  
connection with this A

shall be liable to the other, whether in  
contract, or for breach of statutory duty or  
loss of goodwill, loss of business  
or special, indirect or consequential  
other Party that arises out of or in

8.3 Nothing in this Agree  
fraud or fraudulent m  
death or personal inju

liability of either Party to the other for  
negligent, reckless or wilful misconduct, or for

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8.4 Nothing in this Agreement shall limit the liability of either Party under or in respect of any of the provisions of Clause 7.

8.5 Without prejudice to the provisions of Clauses 8.2, or 8.3, the total liability of either Party arising from or in connection with this Agreement (whether in contract, tort (including negligence), misrepresentation or otherwise) shall be limited to 100% of the Fee paid or payable by the Client or the sum of £<<insert sum>>, whichever is the greater.

**9. Confidentiality**

9.1 Both Parties understand and agree that the Confidential Information provided by sub-Clause 9.2 or as authorised in writing by the other Party shall at all times during the continuance of this Agreement and for a period of <<insert period>>] after its termination:

9.1.1 keep confidential the Confidential Information;

9.1.2 not disclose the Confidential Information to any other party;

9.1.3 not use any Confidential Information for any purpose other than as contemplated in Clause 1;

9.1.4 not make any Confidential Information available in any way or part with possession of any Confidential Information;

9.1.5 ensure that the Confidential Information of its directors, officers, employees, Consultants, agents, representatives or any act which, if done by that Party, would constitute a breach of the provisions of this Clause 8.

9.2 Subject to sub-Clause 9.3, the Confidential Information may disclose any Confidential Information to:

9.2.1 any Consultant or other professional advisers;

9.2.2 any of their subcontractors, agents, employees, or suppliers;

9.2.3 any governmental authority or regulatory body; or

9.2.4 any of their subcontractors or those of any party described in Clause 1.1.

9.3 Disclosure under sub-Clause 9.2 shall be made only to the extent that is necessary for the proper performance of this Agreement, or as required by law. In each case of disclosure, the disclosing Party shall first inform the recipient that the Confidential Information is being disclosed. Unless the recipient is a body described in sub-Clause 9.2.1, the disclosing Party shall advise the recipient that the recipient's employee or officer of such a body, the disclosure of Confidential Information and submit to the other Party a written undertaking to the disclosing Party to keep the Confidential Information confidential and to ensure that the Confidential Information is used only for the purposes for which the disclosure is made.

9.4 Either Party may use Confidential Information for any purpose, or disclose it to any other party, provided that Confidential Information is or becomes public knowledge through no fault of the disclosing Party.

9.5 When using or disclosing Confidential Information under sub-Clause 9.4, the disclosing Party shall ensure that it does not disclose any part of that Confidential Information which is not its own knowledge.

9.6 The provisions of this Clause 9 shall be in force in accordance with their terms, notwithstanding any termination or expiry of this Agreement for any reason.

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**10. Termination**

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

10.2 Without prejudice to Clause 10.1, this Agreement shall terminate, notwithstanding any other provision to the contrary, if either Party fails to perform its obligations hereunder and remedies the Parties may have, in the following circumstances:

10.2.1 either Party fails to perform its obligations hereunder under the terms and obligations of this Agreement for a period of 30 days, and the failure of remedy, is not remedied within <<insert number of days>> days of written notice of such failure from the other Party; or

10.2.2 either Party is in liquidation – either voluntary or compulsory – or is being wound up for purposes of bona fide corporate reconstruction or a receiver is appointed over the whole or any part of its assets.

10.3 The termination of this Agreement shall be without prejudice to any rights which have already accrued to either Party under this Agreement.

**11. Personal Information**

The Copywriter will only use the personal information as set out in the Copywriter's <<insert document name>> available from <<insert location(s)>>.

**12. Force Majeure**

12.1 Neither Party to this Agreement shall be liable for any failure or delay in performing their obligations hereunder that is beyond their control, where such failure or delay results from any cause that is beyond their control, including but not limited to, war, terrorism, acts of terrorism, acts of war, acts of God, storms, earthquakes, acts of God, or any other similar or dissimilar event or circumstance beyond their control of the Party in question.

12.2 [In the event that a Party cannot perform their 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 giving written notice at the end of such period. In the event of such termination, the Parties shall agree to the following: (a) the Copywriter shall make full payment for all work completed up to the date of termination; and (b) the Copywriter shall take into account any prior payment received in full compliance on the performance of this Agreement.]

**13. Nature of the Agreement**

13.1 This Agreement is a simple contract and neither Party may assign, mortgage, or charge (including without limiting charge) [or sub-license] any of its rights hereunder or otherwise delegate any of its obligations hereunder without the written consent of the other Party, such consent not to be unreasonably withheld.

13.2 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 or their authorized representatives of the Parties.

13.3 Each Party acknowledges that in entering into this Agreement, it does not rely on any representation or warranty of the other Party except as expressly provided in this Agreement, and that it is not relying on any conditions, warranties or other terms

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implied by statute or otherwise by law.

ded to the fullest extent permitted

13.4 No failure or delay in exercising any of its rights under this Agreement shall be deemed to be a waiver of any such right, and no waiver by either Party of a breach of this Agreement shall be deemed to be a waiver of any such breach of the same or any other provision.

exercising any of its rights under this Agreement shall be deemed to be a waiver of any such right, and no waiver by either Party of a breach of this Agreement shall be deemed to be a waiver of any such breach of the same or any other provision.

**14. Severance**

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

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

**15. Notices**

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

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

15.2 Notices shall be deemed to have been given:

given:

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

by a registered messenger or other messenger (including a courier) during business hours of the recipient; or

15.2.2 when sent, if by post, to the recipient and a return receipt is generated; or

by post, to the recipient and a return receipt is generated; or

15.2.3 on the fifth business day after the date of posting by ordinary mail to the recipient.

by ordinary mail, if mailed by national postal service to the recipient.

In each case notice shall be deemed to have been given to the address notified to the Party giving the notice.

to the most recent address or e-mail address notified to the Party giving the notice.

**16. Alternative Dispute Resolution**

16.1 Any dispute or claim arising out of or in connection with this Agreement or its subject matter shall be referred to and determined by arbitration in accordance with the arbitration rules then in force of the International Chamber of Commerce. The arbitration shall be conducted in London, England and the arbitrator shall have all the powers conferred upon arbitrators by the Arbitration Act 1996.

Any dispute or claim arising out of or in connection with this Agreement or its subject matter shall be referred to and determined by arbitration in accordance with the arbitration rules then in force of the International Chamber of Commerce. The arbitration shall be conducted in London, England and the arbitrator shall have all the powers conferred upon arbitrators by the Arbitration Act 1996.

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

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

**17. Law and Jurisdiction**

17.1 This Agreement (including any dispute, controversy, proceedings arising out of or in connection with it) shall be governed by, and construed in accordance with, the law of England and Wales.

This Agreement (including any dispute, controversy, proceedings arising out of or in connection with it) shall be governed by, and construed in accordance with, the law of England and Wales.

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

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

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

executed the day and year first

SIGNED by

<<Name of person signing for the Party  
DIRECTOR  
for and on behalf of <<Copywriter's name

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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 Work**

<<Insert full details of the Work to be done by the **Writer** (e.g. **Copywriter**)>>

A

**Consultant**

<<Insert full name of any **Consultant** (e.g. **Project Manager**) to carry out the Work>>

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<<insert text here>>]

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