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CONSULTANT (COMPANIES) LIMITED'S AGREEMENT

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THIS AGREEMENT is made the
BETWEEN:

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

"Business Day"

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"

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

"Fee"

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

"Intellectual Property Rights"

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 trade marks and service marks, know-how, rights in designs

regulations, orders, statutes or other legal provisions, or a right in paragraph (a);

or similar effect or nature as or to the provisions of paragraph (a) and (b) which now or in the future

past infringements of any of the

“Work”		undertaken by the Copywriter as
“[Licence Term]”		the licence to use the Work as defined in Schedule 1;]
“Purpose”		for which the Work is be used, as defined in Schedule
“Consultant”		whose name(s) is/are set out in me is set out there, any person(s) experience nominated by the time.
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		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.
1.3 The headings used no effect upon the in		r convenience only and shall have ement.
1.4 Words imparting the		clude 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		o 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 that the Work is no any right to claim an		ent has a legitimate commercial ne Completion Date and that the edy if it is not so completed. t fails to complete the Work by the sum>>] OR [a sum of <<insert ay shall be deducted as liquidated Copywriter for each Business Day ompletion Date without prejudice to y for any further delay.
2.4 The Copywriter sh ensure that all work		he quality of the Work and shall nable care and, without limitation,

is wholly responsible for the performance of the Work and shall perform all or any of the Work with reasonable care.

- 2.5 The Copywriter shall be responsible for the cost of the Work and shall work at its own expense.

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 Copywriter's control. The Client shall not determine, supervise, direct and control the Copywriter or any such Consultant.

- 3.2 The Copywriter shall be responsible for organising, and shall be entitled to organise the Work in what order the Work is done but shall liaise with the Client (or its representative) to ensure that due account is taken of the Client's requirements of the Work to be performed upon the Work by the Copywriter, contractors, consultants and similar.

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

- 3.4 The Copywriter may substitute any representative or engage any additional Consultant chosen by the Copywriter to perform the Work. The Copywriter shall use all reasonable endeavours to avoid or minimise such changes or to give the Client notice in advance of any such proposed changes and to change in engagement or to provide such a substitute without undue delay by the Copywriter or its representative) that a delay is necessary to provide such a substitute or addition. The Client shall not be obliged to accept any Consultant if in its reasonable opinion the Consultant is unsuitable due to lack of skills, or experience.

- 3.5 Whenever possible the Copywriter shall use its own equipment, materials and tools in the performance of the Work.

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

4. Status of the Copywriter

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

any Consultant authorised by it to also do so competently and with reasonable care.

rectification of any unsatisfactory Work.

independent contractor and the methods and those of the self-employed by it on the Work shall at all times be exclusive of the Copywriter's control. The Client shall not determine, supervise, direct and control the Copywriter or any such Consultant.

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Copywriter shall use its own equipment, materials and tools in the performance of the Work.

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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 or similar taxes or contributions, including interest and penalties, in connection with the Work undertaken by the Copywriter under this Agreement.

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

4.4 Nothing in this Agreement shall be construed as intended to create any partnership, joint venture or agency relationship or any employment 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 number>> days of receipt by the Client of the Copywriter's invoice for the sum payable. Any sum remaining 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 date of the due date for payment until the actual date of payment, whether before or after judgment. Any interest due shall be payable in addition to the principal sum owing an overdue sum.

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

5.4 No further payment shall be made by the Client above the entitlement to the Fee set out in Clause 5.1 and, without limitation, no payment shall be made by the Client in respect of any expenses incurred by the Copywriter in connection with the Work.

6. The Work and Intellectual Property Rights

6.1 Upon receipt in full of the Fee due under Clause 5, the Client shall assign to the Copywriter all Intellectual Property Rights subsisting in the Work and any 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 the term of copyright and any other Intellectual Property Rights] OR [for the full duration of the term of copyright and any other Intellectual Property Rights].

6.2 Use of the Work outside the Purpose described in Schedule 1 may not take place without the express written consent of the Copywriter, such consent to be given on the basis of a written agreement and payment of further consideration by the Client.

6.3 The rights licensed to the Client under Clause 6.1 are personal to the Client and may not be assigned or otherwise transferred to any third party. The Client shall exercise those rights in good faith and bona fide exercise of those rights shall not include the use of the Work to designers, printers and website developers).

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be liable to the other, whether in tort, contract, or for breach of statutory duty or otherwise, including loss of goodwill, loss of business or profits, loss of special, indirect or consequential damages, or any other Party that arises out of or in connection with the performance or non-performance of the obligations of the Parties under this Agreement.

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

mit the liability of either Party under
s of Clause 7.

Under clauses 8.2, or 8.3, the total liability of [Name] with this Agreement (whether in contract, tort, or for breach of statutory duty or otherwise) shall be limited to 100% of the Fee paid or payable or the sum of £<<insert sum>>.

provided by sub-Clause 9.2 or as they shall at all times during the term period>>] after its termination:

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on to any other party:

for any purpose other than as

9.1.3 not disclose a

9.1.4 not use any contemplated

9.1.5 not make any
Confidential In

9.1.6 ensure that (Consultants, Party, would b

its directors, officers, employees,
as any act which, if done by that
persons of this Clause 8.

9.2 Subject to sub-Clause 9.1, the Contractor shall provide the following information to the Employer:

may disclose any Confidential

9.2.1 any Consultation

9.2.2 any of their s

9.2.3 any governm

9.2.4 any of their
sub-Clauses

es, or suppliers;
or regulatory body; or
or those of any party described in

9.3 Disclosure under s. 93(2) is necessary for the purposes of the law. In each case, the Confidential Informant described in sub-Cl. 9.2(a) body, the disclosure

made only to the extent that is required by this Agreement, or as required by law, to first inform the recipient that the information is confidential. Unless the recipient is a body corporate, a sole trader, a partner in a partnership, an authorised employee or officer of such a body, or a partner in such a partnership, the disclosing Party must also inform and submit to the other Party a copy of the information.

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written undertaking
confidential and to
made.

keep the Confidential Information
poses for which the disclosure is

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

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

9.5 When using or disc
disclosing Party m
Confidential Informa

information under sub-Clause 9.4, the
s not disclose any part of that
knowledge.

9.6 The provisions of th
terms, notwithstand

be in force in accordance with their
s Agreement for any reason.

10. Termination

10.1 Either Party may t
without giving any r

t at any time without notice and
on.

10.2 Without prejudice t
terminate, notwiths
have, in the followin

Clause 10.1, this Agreement shall
s and remedies the Parties may

10.2.1 either Party
Agreement
within <<ins
Party; or

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

10.2.2 either Party
compulsory
reconstruction
whole or any

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

10.3 The termination of
which have already

be without prejudice to any rights
Parties under this Agreement.

11. Personal Information (Da

The Copywriter will only
Copywriter's <<insert docu
location(s)>>.

al information as set out in the
y Notice>> available from <<insert

12. Force Majeure

12.1 Neither Party to th
performing their obl
that is beyond the
causes include, but
failure, industrial ac
terrorism, acts of w
event or circumstan

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
ontrol of the Party in question.

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

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

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15. Notices

15.2 Notices shall be deemed to be given:

15.2.1 when delivered to the registered member

15.2.3 on the fifth [REDACTED] g mailing, if mailed by national
ordinary mail [REDACTED]

16. Alternative Dispute Reso

16.2 The Parties hereby [REDACTED] of the Arbitrator shall [not] be final and binding on both [REDACTED]

17.1 This Agreement (including the Exhibits) shall govern all matters and obligations arising therefrom or associated therewith and shall be governed by, and construed in

accordance with, the
17.2 Subject to the provi
or claim between t
contractual matters
shall fall within the j

ales.

dispute, controversy, proceedings
is Agreement (including any non-
herefrom or associated therewith)
of England and Wales.

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IN WITNESS WHEREOF this Agreement is
before written

SIGNED by

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

In the presence of
<<Name & Address of Witness>>

SIGNED by

<<Name and Title of person signing for
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

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The Work

<<Insert full details of the Work to be carried out by the <<Insert name of the Freelance Writer>> bywriter>>

The Purpose

<<Insert full details of the purpose(s) for which the Work is to 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 number of months>> until <<Insert date>>

Consultant

<<Insert full name of any Consultant(s) to be engaged by the Freelance Writer to carry out the Work>>

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<<insert choice>>]

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