

THIS AGREEMENT is made the

BETWEEN:

- (1) <<Name of Designer>> a number <<Company Regi Address>> ("the Designer")
- (2) <<Name of Client>> [a constant of client>> [a c

WHEREAS:

- At all material times the I design services to business
- (2) At all material times the C and wishes to acquire the s
- (3) The Designer hereby agree and conditions of this Agree

IT IS AGREED as follows:

- 1. Definitions and Interpreta
 - 1.1 In this Agreement expressions have the

"Business Day"

"Confidential Information"

"Fee"

"Intellectual Property Rights"



<Country of Registration>> under se registered office is at <<insert

Country of Registration>> under e registered office is at] OR [of]

the business of providing graphic

usiness of <<insert description>>

to the Client subject to the terms

therwise requires, the following

than Saturday or Sunday) on are open for their full range of insert location>>;

ither Party, information which is by the other Party pursuant to, or Agreement (whether orally or in edium, and whether or not the y stated to be confidential or

on payable to the Designer for the use 5;

rights in any patents, trade marks, ered designs, applications (and y of those rights) trade, business internet domain names and e-mail ed trade marks and service marks, ights, know-how, rights in designs

ces, 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 d

past infringements of any of the

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"Work"

"Consultant"

1.2 Unless the context

- 1.2.1 "writing", an communicat similar mear
- 1.2.2 a statute or provision as
- 1.2.3 "this Agreen Schedules a
- 1.2.4 a Schedule
- 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 it
- 1.4 Words imparting the
- 1.5 References to any g

2. Engagement of the Desig

- 2.1 The Client hereby e services as the Cli during the term of the
- 2.2 The Designer shall Date").
- 2.3 Prior to the Complete to comply with the feature for the complete to complete the feature for the complete the feature for the complete the feature for the complete the c
 - 2.3.1 Initial design shall be pro <<insert date
 - 2.3.2 Design proc approval by
 - 2.3.3 <<insert add
- 2.4 The Designer ack interest in the Wor Client should hav Accordingly, n the Completion Date, percentage>>% of damages from the that the Work is not











undertaken by the Designer as and

whose name(s) is/are set out in ame is set out there, any skill and experience nominated ime to time.

reference in this Agreement to:

on, includes a reference to any nic or facsimile transmission or

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

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

ement;

e to a Clause of this Agreement agraph of the relevant Schedule;

barties to this Agreement.

r convenience only and shall have ement.

clude the plural and vice versa.

ther gender.

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

<<insert date>> ("the Completion

shall use reasonable endeavours

ot limited to, drafts and sketches or selection and/or approval by

o the Client for selection and/or

uired>>.

ent has a legitimate commercial ne Completion Date and that the edy if it is not so completed. fails to complete the Work by the sum>>] **OR** [a sum of <<insert ay shall be deducted as liquidated Designer for each Business Day npletion Date, without prejudice to

any right to claim ar

- 2.5 The Designer shall that all work is pe wholly responsible f all or any part of the
- 2.6 The Designer shall work at its own expe

3. Nature of Engagement

- 3.1 The Designer sha Designer's Work a employed or emplo times be exclusive control. The Client s any Consultants no
- 3.2 Subject to the provi exclusively respons how and in what or Client's representat the timing of the W any other contracto the Client.
- 3.3 The engagement up that at any time the services which are engage other contrasimilar to the Work.
- 3.4 The Designer may substitute any rep additional Consulta has the requisite s shall use all reaso additions and to co change in engager event provide such unduly delayed by notification by the unacceptable or wh or addition. The Clie if in its reasonable experience.
- 3.5 Whenever possible materials and resou
- 3.6 The Designer is n performance of its appointment of the not create any mut offer or accept an relationship shall he

4. Status of the Designer

4.1 The Designer shall

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y for any further delay.

ality of the Work and shall ensure e care and, without limitation, is isultant authorised by it to perform tently and with reasonable care.

rectification of any unsatisfactory

independent contractor and the methods and those of the selfged by it on the Work shall at all determine, supervise, direct and e, direct or control the Designer or y right to do so.

the Designer shall at all times be entitled to organise, where, when, t shall liaise with the Client (or the account is taken of the impact of on the activities of the Client and ilar third parties also engaged by

utually non-exclusive that is to say ltants can provide to other clients to the Work and the Client can services which are the same as or

tion on one or more occasions or a Consultant or engage any onsultant chosen by the Designer perform the Work. The Designer oid or minimise such changes or orehand about any such proposed owever, the Designer shall in any where the provision of the Work is city or for any other reason upon representative) that a delay is ssary to provide such a substitute to refuse to accept any Consultant suitable due to lack of skills, or

igner shall use its own equipment, rk.

services available except for the greement. The engagement and Work under this Agreement does int of the Client or the Designer to agement or work. No continuing ed.

endent contractor and it shall be

responsible for all i taxes or contribution Agreement.

- 4.2 The Designer herel that may be made income tax or nation including interest a Designer under this
- 4.3 The Designer shall
- 4.4 Nothing in this Agr venture or agency between the Client

5. **Fee**

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

OR

[In consideration o which shall comprise Designer's quotation

- 5.2 Payment shall be r made within <<ins invoice for the sam period shall incur ir above the base le Interest shall accru actual date of paym Any interest due shall
- 5.3 All payments made value added tax cha
- 5.4 No further paymen above the entitlem payment shall be n by the Designer in c

6. The Work and Intellectua

- 6.1 Upon receipt in fu copyright and any a Work shall be deen deemed to have wa Chapter IV of the C
- 6.2 Following the assi Property Rights und for any purposes in was originally comn

7. Warranties and Indemnity

7.1 Any Consultant(s) na by the Designer sha

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insurance contributions or similar consideration payable under this

he Client in respect of any claims es against the Client in respect of ns or similar taxes or contributions, to the Work undertaken by the

s expenses and value added tax.

d to create any partnership, joint or any employment relationship

all pay to the Designer the Fee of igner's quotation dated <<insert

hall pay to the Designer the Fee <insert sum>> [as set out in the .]

pletion of the Work and shall be by the Client of the Designer's ain unpaid after the expiry of this insert percentage>>% per annum pank name>> from time to time. he due date for payment until the whether before or after judgment. ng an overdue sum.

hall be expressly exclusive of any

Designer for the Work over and se 5.1 and, without limitation, no respect of any expenses incurred

e Fee due under Clause 5, the Property Rights subsisting in the e Client and the Designer shall be respect of the Work arising out of tents Act 1988.

d any and all other Intellectual lient shall be free to use the Work b, the purpose for which the Work

any other Consultant(s) engaged I and experience to carry out the

Work.

- 7.2 The Designer shall u the Work is original t Intellectual Property any other rights what
- 7.3 The Designer hereby full period of copyrigh the United Kingdom Universal Copyright (
- 7.4 The Designer shall n of any rights of copyr this Agreement.
- 7.5 Subject to the prov proceedings, claims, generality of this proclient basis) against the Work or the Cli accordance with this Property Rights belo Client from and agair
- 7.6 Subject to the prov proceedings, claims, generality of this pro own-client basis) aga or possession of any providing the Work infringement of any Client shall indemnify
- 7.7 The indemnities set indemnified Party:
 - 7.7.1 notifies the aware of an
 - 7.7.2 makes no a Party's prior
 - 7.7.3 makes all re request;
 - 7.7.4 provides all request; and
 - 7.7.5 allows the litigation and

8. Liability

- 8.1 This Clause 8 sets of any breach of this Ag representation, state to, negligence and bi this Agreement.
- 8.2 Subject to sub-Claus contract, tort (includir

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onable endeavours to ensure that I not infringe any copyright, other ts of privacy, rights of publicity, or

in the Work shall, throughout the subsisting pursuant to the laws of the Berne Convention and/or the

er, encumber or otherwise dispose or to the Work except pursuant to

7, in the event of any actions, cluding, without prejudice to the the Client on a solicitor and own-Is that the Designer's provision of and/or ownership of the Work in he infringement of any Intellectual the Designer shall indemnify the

7, in the event of any actions, cluding, without prejudice to the of the Designer on a solicitor and grounds that the Designer's use by the Client for the purposes of this Agreement constitutes the nts belonging to a third party, the gainst the same.

and 7.6 shall apply only if the

ediately in writing upon becoming , claim, demand or costs;

ements without the indemnifying

ble to the indemnifying Party upon

to the indemnifying Party upon

plete control over any relevant

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

be liable to the other, whether in , or for breach of statutory duty or

misrepresentation fo opportunity, loss of a damage or loss that connection with this A

- 8.3 Nothing in this Agree fraud or fraudulent m death or personal inju
- 8.4 Nothing in this Agree or in respect of any o
- 8.5 Without prejudice to either Party arising contract, tort (includi misrepresentation or payable by the Clier whichever is the grea

9. Confidentiality

- 9.1 Both Parties under authorised in writir continuance of the termination:
 - 9.1.1 keep confide
 - 9.1.2 not disclose
 - 9.1.3 not use any contemplate
 - 9.1.4 not make an any Confide
 - 9.1.5 ensure that Consultants Party, would
- 9.2 Subject to sub-Cl Information to:
 - 9.2.1 any Consult
 - 9.2.2 any of their
 - 9.2.3 any governr
 - 9.2.4 any of their sub-Clauses
- 9.3 Disclosure under s necessary for the p by law. In each ca the Confidential In described in sub-Cl a body, the disclos written undertaking confidential and to made.
- 9.4 Either Party may us it to any other party

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ss of goodwill, loss of business special, indirect or consequential other Party that arises out of or in

lity of either Party to the other for berate or wilful misconduct, or for

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

ses 8.2, or 8.3, the total liability of with this Agreement (whether in n, for breach of statutory duty or ited to 100% of the Fee paid or or the sum of £<<insert sum>>,

ovided by sub-Clause 9.2 or as hey shall at all times during the or <<insert period>>] after its

rmation;

tion to any other party;

n for any purpose other than as

ny way or part with possession of

its directors, officers, employees, es any act which, if done by that sions of this Clause 9.

may disclose any Confidential

;

es, or suppliers;

or regulatory body; or

r those of any party described in

made only to the extent that is by this Agreement, or as required must first inform the recipient that

Unless the recipient is a body orised employee or officer of such and submit to the other Party a keep the Confidential Information poses for which the disclosure is

hation for any purpose, or disclose I Information is or becomes public

nt (Assignment of Work)

7

knowledge through

- 9.5 When using or disc disclosing Party m Confidential Informa
- 9.6 The provisions of th terms, notwithstand

10. Termination

- 10.1 Either Party may t without giving any r
- 10.2 Without prejudice t terminate, notwiths have, in the followir
 - 10.2.1 either Party Agreement within <<ins Party; or
 - 10.2.2 either Party compulsory reconstruction whole or any
- 10.3 The termination of which have already

11. Personal Information (Da

The Designer will only u Designer's <<insert docun location(s)>>.

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

13 Nature of the Agreement

13.1 This Agreement is mortgage, or charg of its rights hereu obligations hereund

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mation under sub-Clause 9.4, the s not disclose any part of that nowledge.

e in force in accordance with their Agreement for any reason.

t at any time without notice and

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

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

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

e without prejudice to any rights Parties under this Agreement.

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

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

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 it shall take into account any prior liance on the performance of this

s and neither Party may assign, ating charge) [or sub-license] any or otherwise delegate any of its n consent of the other Party, such

consent not to be u

- 13.2 This Agreement c respect to its subjection writing signed by
- 13.3 Each Party acknow on any representa provided in this A implied by statute o by law.
- 13.4 No failure or delay Agreement shall be either Party of a bre be a waiver of any s

14. Severance

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

15. Notices

- 15.1 All notices under th if signed by, or on notice.
- 15.2 Notices shall be de
 - 15.2.1 when delive registered m
 - 15.2.2 when sent, i

15.2.3 on the fifth ordinary ma

In each case notice address notified to t

16. Alternative Dispute Reso

- 16.1 Any dispute or d Agreement or its s agreed upon by the then President of t conferred upon arbi
- 16.2 The Parties hereby and binding on both

17. Law and Jurisdiction

- 17.1 This Agreement (in therefrom or assoc accordance with, th
- 17.2 Subject to the prov or claim between t contractual matters shall fall within the j











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

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

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

r more of the provisions of this rwise unenforceable, that / those mainder of this Agreement. The rceable.

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

given:

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

nd a return receipt is generated; or

g mailing, if mailed by national

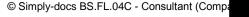
the most recent address or e-mail

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.

of the Arbitrator shall [not] be final

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

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



IN WITNESS WHEREOF this Ag before written

SIGNED by

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

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

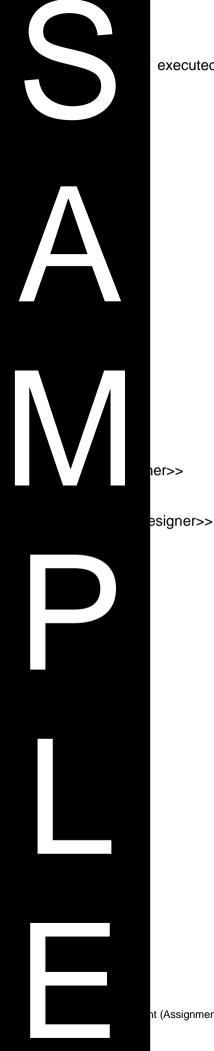
SIGNED by

<<Name and Title of person signir for and on behalf of <<Client's Nar

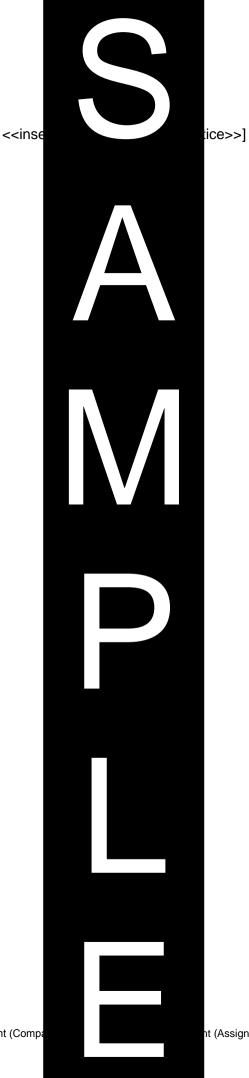
In the presence of <<Name & Address of Witness>>

The Work <<Insert full details of the Work to

Consultant <<Insert full name of any named C



executed the day and year first



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