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CONSULTANT (COMPLIMENTARY) DESIGNER'S AGREEMENT

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

- (1) <<Name of Designer>> a <<Country of Registration>> under number <<Company Registration number>> whose registered office is at <<insert Address>> (“the Designer”
- (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 Designer has been carrying on the business of providing graphic design services to businesses
- (2) At all material times the Client has been carrying on the business of <<insert description>> and wishes to acquire the services of the Designer
- (3) The Designer 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 Designer's offices are open for their full range of services at <<insert location>>;

**“Confidential Information”**

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

**“Fee”**

means the fee payable to the Designer for the services provided pursuant to 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;

includes any rights, powers, consents, orders, statutes or provisions of law or a right in paragraph (a);

includes any rights, powers, consents, orders, statutes or provisions of law or a right in paragraph (a) and (b) which now or in the future may be claimed;

includes past infringements of any of the rights referred to in paragraph (a);

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["Licence Term"]

of the licence to use the Work  
as defined in Schedule 1;]

"Purpose"

(s) for which the Work is  
to be used, as defined in Schedule

"Work"

undertaken by the Designer as

["Licence Term"]

the licence to use the Work  
as defined in Schedule 1;]

"Purpose"

for which the Work is  
to be used, as defined in

"Consultant"

whose name(s) is/are set out in  
the Schedule, if any, and any  
skill and experience  
required from time to time.

1.2 Unless the context

reference in this Agreement to:

1.2.1 "writing", and  
communication, includes a reference to any  
written or facsimile transmission or  
similar means of communication;

reference in this Agreement to any  
written or facsimile transmission or  
similar means of communication;

1.2.2 a statute or  
provision as to the law in force  
at the relevant time;

is a reference to that statute or  
provision as to the law in force  
at the relevant time;

1.2.3 "this Agreement"  
means this Agreement and each of the  
Schedules attached to it at the relevant time;

this Agreement and each of the  
Schedules attached to it at the relevant time;

1.2.4 a Schedule in  
this Agreement;

reference to a Clause of this Agreement

1.2.5 a Clause or  
Paragraph (other than  
Paragraph 1.2.6) of the relevant Schedule;

reference to a Clause of this Agreement  
Paragraph of the relevant Schedule;

1.2.6 a "Party" or  
"parties" means the parties to this Agreement.

parties to this Agreement.

1.3 The headings used  
in this Agreement shall have no effect upon the interpretation of this Agreement.

for convenience only and shall have  
no effect upon the interpretation of this Agreement.

1.4 Words imparting the  
singular shall include the plural and vice versa.

shall include the plural and vice versa.

1.5 References to any  
gender shall include the other gender.

other gender.

2. **Engagement of the Designer**

2.1 The Client hereby  
engages the Designer to provide  
services as the Client may  
require during the term of this Agreement.

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

2.2 The Designer shall  
complete the Work by the  
Date".

<<insert date>> ("the Completion  
Date").

2.3 Prior to the Completion  
Date, the Designer shall  
use reasonable endeavours  
to comply with the following:

shall use reasonable endeavours  
to comply with the following:

2.3.1 Initial design  
proposals shall be provided  
<<insert date>>

not limited to, drafts and sketches  
of the Work for selection and/or approval by

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2.3.2 Design produced to the Client for selection and/or approval by

to the Client for selection and/or

2.3.3 <<insert add required>>.

required>>.

2.4 The Designer acknowledges a legitimate commercial interest in the Work. The Client should have the Work completed by the Completion Date. Accordingly, in the event the Designer fails to complete the Work by the Completion Date, a sum of <<insert percentage>>% of the total fee shall be deducted as liquidated damages from the total fee. The Designer shall have no right to claim any damages from the Client that the Work is not completed by the Completion Date without prejudice to the Client's right to claim any damages for any further delay.

ent has a legitimate commercial interest in the Work. The Client should have the Work completed by the Completion Date and that the Designer should be liable if it is not so completed. Accordingly, in the event the Designer fails to complete the Work by the Completion Date, a sum of <<insert percentage>>] OR [a sum of <<insert percentage>>% of the total fee shall be deducted as liquidated damages from the total fee. The Designer shall have no right to claim any damages from the Client that the Work is not completed by the Completion Date without prejudice to the Client's right to claim any damages for any further delay.

2.5 The Designer shall ensure the quality of the Work and shall ensure that all work is performed with the care and, without limitation, is the responsibility of the Consultant performing all or any part of the Work shall do so with reasonable care.

quality of the Work and shall ensure that all work is performed with the care and, without limitation, is the responsibility of the Consultant performing all or any part of the Work shall do so with reasonable care.

2.6 The Designer shall rectify any unsatisfactory work at its own expense.

rectification of any unsatisfactory work at its own expense.

3. Nature of Engagement

3.1 The Designer shall be an independent contractor and the Designer's Work and those of the self-employed or employed Consultants shall at all times be exclusively for the benefit of the Client. The Client shall not seek to supervise, direct and control the Designer or any such Consultants nor shall the Client have the right to do so.

independent contractor and the Designer's Work and those of the self-employed or employed Consultants shall at all times be exclusively for the benefit of the Client. The Client shall not seek to supervise, direct and control the Designer or any such Consultants nor shall the Client have the right to do so.

3.2 Subject to the provisions of this Agreement, the Designer shall at all times be exclusively responsible for the Work. The Designer shall liaise with the Client (or the Client's representative) to ensure that account is taken of the impact of the timing of the Work on the activities of the Client and any other contractors or similar third parties also engaged by the Client.

the Designer shall at all times be exclusively responsible for the Work. The Designer shall liaise with the Client (or the Client's representative) to ensure that account is taken of the impact of the timing of the Work on the activities of the Client and any other contractors or similar third 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 Designer can provide to other clients 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.

mutually non-exclusive that is to say that at any time the Designer can provide to other clients 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 Designer may substitute any representative or a Consultant or engage any additional Consultant chosen by the Designer to perform the Work. The Designer shall use all reasonable endeavours to avoid or minimise such changes or to give the Client notice in advance and to provide such changes or additions and to coordinate such changes in engagement with the Client. In the event of any such change in engagement, the Designer shall in any event provide such notice to the Client as is not unduly delayed by the Designer. 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.

substitution on one or more occasions for a Consultant or engage any additional Consultant chosen by the Designer to perform the Work. The Designer shall use all reasonable endeavours to avoid or minimise such changes or to give the Client notice in advance and to provide such changes or additions and to coordinate such changes in engagement with the Client. In the event of any such change in engagement, the Designer shall in any event provide such notice to the Client as is not unduly delayed by the Designer. 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.

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3.5 Whenever possible materials and resou

igner shall use its own equipment, rk.

3.6 The Designer is n performance of its appointment of the not create any mut offer or accept an relationship shall he

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

4. **Status of the Designer**

4.1 The Designer shall responsible for all i taxes or contributi Agreement.

pendent contractor and it shall be insurance contributions or similar consideration payable under this

4.2 The Designer here that may be made income tax or nation including interest a Designer under this

ne 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

4.3 The Designer shall

s expenses and value added tax.

4.4 Nothing in this Agr venture or agency between the Client

d to create any partnership, joint or any employment relationship

5. **Fee**

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

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

OR

[In consideration of which shall compri Designer's quotation

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

5.2 Payment shall be r made within <<ins invoice for the sam period shall incur in above the base le Interest shall accru actual date of paym Any interest due sh

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

5.3 All payments made value added tax cha

shall be expressly exclusive of any

5.4 No further paymen above the entitlem payment shall be n by the Designer in c

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

6. **The Work and Intellectual**

6.1 Upon receipt in full copyright and any a

e Fee due under Clause 5, the Property Rights subsisting in the

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- 7.7.2 makes no a ements without the indemnifying Party's prior
- 7.7.3 makes all re ble to the indemnifying Party upon request;
- 7.7.4 provides all to the indemnifying Party upon request; and
- 7.7.5 allows the mplete control over any relevant litigation and

**8. Liability**

- 8.1 This Clause 8 sets ou ility of the Parties to each other for any breach of this Ag by the Client of the Work; and any representation, state mission (including, but not limited to, negligence and b arising out of or in connection with this Agreement.
- 8.2 Subject to sub-Claus l be liable to the other, whether in contract, tort (includi n, or for breach of statutory duty or misrepresentation fo ss of goodwill, loss of business opportunity, loss of a y special, indirect or consequential damage or loss that other Party that arises out of or in connection with this A
- 8.3 Nothing in this Agree ility of either Party to the other for fraud or fraudulent m berate or wilful misconduct, or for death or personal inju
- 8.4 Nothing in this Agree mit the liability of either Party under or in respect of any o s of Clause 7.
- 8.5 Without prejudice to ses 8.2, or 8.3, the total liability of either Party arising with this Agreement (whether in contract, tort (includi n, for breach of statutory duty or misrepresentation or ited to 100% of the Fee paid or payable by the Clie or the sum of £<<insert sum>>), whichever is the grea

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**9. Confidentiality**

- 9.1 Both Parties unde ovided by sub-Clause 9.2 or as authorised in writin hey shall at all times during the continuance of th or <<insert period>>] after its termination:
  - 9.1.1 keep confide rmation;
  - 9.1.2 not disclose tion to any other party;
  - 9.1.3 not use any n for any purpose other than as contemplated
  - 9.1.4 not make an y way or part with possession of any Confidential
  - 9.1.5 ensure that its directors, officers, employees, Consultants es any act which, if done by that Party, would sions of this Clause 9.
- 9.2 Subject to sub-Cl may disclose any Confidential Information to:

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- 9.2.1 any Consult
- 9.2.2 any of their
- 9.2.3 any govern
- 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-C a body, the disclo written undertaking confidential and to made.

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

9.5 When using or disc disclosing Party m Confidential Informa

9.6 The provisions of th terms, notwithstand

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**10. Termination**

10.1 Either Party may t without giving any r

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

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

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**11. Personal Information (Da**

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

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**12. Force Majeure**

12.1 Neither Party to th performing their obl that is beyond the

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causes include, but not limited to, fire, flood, storms, earthquakes, acts of terrorism, acts of war or any other similar or dissimilar event or circumstance.

er failure, internet service provider failure, fire, flood, storms, earthquakes, acts of terrorism, acts of war or any other similar or dissimilar event or circumstance.

12.2 [In the event that a Party cannot perform their obligations hereunder as a result of a continuous period of <<insert period>>, the other Party may terminate this Agreement by written notice at the discretion of the Party. In the event of such termination, the Parties shall agree to a reasonable payment for all work completed up to the date of termination. The Party shall take into account any prior contractual commitments and liabilities on the performance of this Agreement.]

er failure, internet service provider failure, fire, flood, storms, earthquakes, acts of terrorism, acts of war or any other similar or dissimilar event or circumstance.

**13 Nature of the Agreement**

13.1 This Agreement is not subject to mortgage, or charge, or lien, or otherwise, and neither Party may assign, sub-license, or otherwise delegate any of its rights hereunder or obligations hereunder without the written consent not to be unreasonably withheld.

er failure, internet service provider failure, fire, flood, storms, earthquakes, acts of terrorism, acts of war or any other similar or dissimilar event or circumstance.

13.2 This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by both Parties.

er failure, internet service provider failure, fire, flood, storms, earthquakes, acts of terrorism, acts of war or any other similar or dissimilar event or circumstance.

13.3 Each Party acknowledges that it enters into this Agreement, it does not rely on any representation or warranty provided in this Agreement, and it accepts the terms, conditions, warranties or other terms implied by statute or otherwise applicable by law.

er failure, internet service provider failure, fire, flood, storms, earthquakes, acts of terrorism, acts of war or any other similar or dissimilar event or circumstance.

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

er failure, internet service provider failure, fire, flood, storms, earthquakes, acts of terrorism, acts of war or any other similar or dissimilar event or circumstance.

**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 and the remainder shall remain enforceable.

er failure, internet service provider failure, fire, flood, storms, earthquakes, acts of terrorism, acts of war or any other similar or dissimilar event or circumstance.

**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.

er failure, internet service provider failure, fire, flood, storms, earthquakes, acts of terrorism, acts of war or any other similar or dissimilar event or circumstance.

15.2 Notices shall be deemed to have been given:

er failure, internet service provider failure, fire, flood, storms, earthquakes, acts of terrorism, acts of war or any other similar or dissimilar event or circumstance.

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

er failure, internet service provider failure, fire, flood, storms, earthquakes, acts of terrorism, acts of war or any other similar or dissimilar event or circumstance.

15.2.2 when sent, in person, to the recipient and a return receipt is generated; or

er failure, internet service provider failure, fire, flood, storms, earthquakes, acts of terrorism, acts of war or any other similar or dissimilar event or circumstance.

15.2.3 on the fifth business day after mailing, if mailed by national express mail or other messenger (including overnight courier) during business hours of the recipient.

er failure, internet service provider failure, fire, flood, storms, earthquakes, acts of terrorism, acts of war or any other similar or dissimilar event or circumstance.

In each case notices shall be deemed to have been given to the most recent address or e-mail address notified to the Party.

er failure, internet service provider failure, fire, flood, storms, earthquakes, acts of terrorism, acts of war or any other similar or dissimilar event or circumstance.

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**16. Alternative Dispute Reso**

16.1 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  
arbitrator to have all of the powers  
England and Wales.

16.2 The Parties hereby  
and binding on both

of the Arbitrator shall [not] be final

**17. Law and Jurisdiction**

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

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

17.2 Subject to the prov  
or claim between t  
contractual matters  
shall fall within the j

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

**IN WITNESS WHEREOF** this Ag  
before written

executed the day and year first

SIGNED by

<<Name of person signing for the  
DIRECTOR

M

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

SIGNED by

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

P

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

**The Work**

<<Insert full details of the Work to  
ner>>

**The Purpose**

<<Insert full details of the purpose  
ay be used>>

**[The Licence Term**

The Licence to use the Work gran  
<<insert date>> and continue for a  
his Agreement shall commence on  
<<insert date>> until <<insert date>>.]

**Consultant**

<<Insert full name of any named C  
esigner>>

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<<inserted text>>]

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