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## FREELANCE SERVICES AGREEMENT

### PARTIES

- (1) [Name of *client*], a company incorporated in England and Wales with registered number [insert company number] whose registered office is at [insert address] (the **Company**); and
- (2) [Name of *freelancer*], a company incorporated in England and Wales with registered number [insert company number] whose registered office is at [insert address] (**'Freelancer'**).

### BACKGROUND

- A The Freelancer is [insert description].
- B The Company wishes to engage the Freelancer to provide certain services to it on the terms of this Agreement.

### THE PARTIES AGREE AS FOLLOWS:

#### 1 Definitions

In this Agreement the following words and phrases have the meanings set out below:

<b>Confidential Information</b>	all information of a confidential nature provided to the Freelancer, which is marked as confidential, relating to the products, services, business finances, transactions and affairs of the Company including Intellectual Property Rights;
<b>Intellectual Property Rights</b>	any and all copyright, rights in inventions, patents, know-how, trade secrets, trade marks and trade names, service marks, design rights, rights in get-up, database rights and rights in data, utility models, domain names and all similar rights whether registered or unregistered, including any applications to protect or register such rights, all renewals and extensions of such rights or applications, whether vested, contingent or future, and wherever existing in the world.
<b>Services</b>	the services to be provided by the Freelancer to the Company set out in the Schedule hereto and subject to the terms of this Agreement; and
<b>Work Product</b>	any materials created or developed by the Freelancer and/or any Substitute Freelancer when providing the Services.

#### 2 The Services

During the Agreement the Freelancer will provide the Services to the Company in accordance with the terms of this Agreement.

### **3 Substitute**

In the event that the Freelancer is unable to provide the Services for whatever reason, the Freelancer will be entitled to appoint a substitute with equivalent skill and expertise to perform the Services on the Freelancer's behalf (the **Substitute Freelancer**). The Freelancer will continue to invoice the Company and will be responsible for the payments to the Substitute Freelancer.

### **4 Remuneration**

4.1 The Company will pay to the Freelancer in consideration of the provision of the Services a fee of £[*enter amount*] plus VAT where applicable, payable by bank transfer arrears (the **Fees**) within 30 days of each invoice date.

4.2 The Freelancer will be responsible for, and will account to the appropriate authorities for, all income tax liabilities and national insurance or similar contributions payable in respect of the payments made to Freelancer under this Agreement on a self-assessment basis.

### **5 Liability and Insurance**

5.1 The Freelancer's total liability shall not exceed the sum of £[*insert number*]. Furthermore, the Freelancer shall not be liable for consequential, indirect or special losses. The Freelancer excludes any liability that may arise in relation to the Intellectual Property Rights. The foregoing does not apply to any losses which cannot be excluded or limited by applicable law.

5.2 The Freelancer will maintain appropriate professional indemnity insurance cover in force during the Agreement.

### **6 Confidential information**

The Freelancer will not during the period of this Agreement without the prior written approval of the Company use for the Freelancer's own benefit or for the benefit of any other person, firm, company or organisation, or directly or indirectly disclose to any person any Confidential Information which has come to the Freelancer's knowledge during or in connection with the Agreement.

### **7 Intellectual property**

In consideration of the Company paying Freelancer the Fees, the Freelancer hereby transfers to the Company by way of present and future assignment all the Intellectual Property Rights in the Work Product. The Freelancer gives no warranties in relation to the Intellectual Property Rights in the Work Product.

### **8 Data protection**

The Freelancer will use all reasonable efforts to comply in all material respects with the Freelancer's obligations under the applicable data protection legislation in relation to personal data which the Freelancer processes in the provision of the Services under this Agreement.

### **9 Company's Obligations**

During the Agreement, the Company will provide the Freelancer with access to any premises, information, records and other materials as the Freelancer may reasonably require in order to enable the Freelancer to provide the Services. The Company will provide the Freelancer the name of a person who will act as the key contact point and channel of communication in respect of the Services.

## **10 Term and Termination**

- 10.1 The Freelancer's engagement under this Agreement will commence on [*insert date*] and will continue unless or until either party gives to the other not less than [*insert number*] weeks' notice in writing to terminate this Agreement.
- 10.2 Notwithstanding the provisions of clause 10.1, either party may terminate this Agreement with immediate effect and without liability to pay any compensation or damages by written notice to the other party if at any time the other party commits any serious or repeated breach of this Agreement, and for the avoidance of doubt a failure to pay the Fee on the due date will be a serious breach.

## **11 General provisions**

- 11.1 Notices under this Agreement shall be in writing and sent to a party's address as set out on the first page of this Agreement. Notices may be given, and shall be deemed received: by first-class post: 2 working days after posting. This clause 11.1 does not apply to notices given in legal proceedings or arbitration.
- 11.2 This Agreement constitutes the entire and only legally binding agreement between the parties relating to the Engagement and supersedes any previous understandings, arrangements, representations, negotiations or agreements between the parties provided that nothing in this clause 11.1 will have effect to exclude the liability of either party for fraud or fraudulent misrepresentation.
- 11.3 The Freelancer may freely assign, sub-contract or transfer its rights and obligations under this Agreement to any third party, provided that the Freelancer gives prior written notice to the Company.
- 11.4 No variation of this Agreement shall be valid or effective unless it is in writing, refers to this Agreement and is duly signed or executed by, or on behalf of, each party.
- 11.5 Nothing in this Agreement constitutes, or shall be deemed to constitute, a partnership between the parties nor make any party the agent of another party.
- 11.6 Any remedy or right conferred upon a party for breach of this Agreement will be in addition to and without prejudice to all other rights and remedies available to that party. No failure or delay by the parties in exercising any remedy, right, power or privilege under or in relation to this Agreement will operate as a waiver of that or any other right, power, remedy or privilege of that party.
- 11.7 If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Agreement shall not be affected.
- 11.8 The Contracts (Rights of Third Parties) Act 1999 will not apply to this Agreement and no person other than Freelancer and the Company will have any rights under it.

## **12 Governing law and Jurisdiction**

- 12.1 This Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 12.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).

AGREED by the parties on *[insert date]*.

Signed by <i>[insert full name]</i>	.....
for and on behalf of	<b>Title:</b>
Company	

and

Signed by <i>[insert full name]</i>	.....
for and on behalf of	<b>Title:</b>
Freelancer	

## THE SCHEDULE

*[Insert details of services to be provided by Freelancer]*