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FREELANCE AGREEMENT

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THIS AGREEMENT is made the

BETWEEN:

- (1) <<Name of Copywriter>> of <<Country of Registration>> (the Copywriter") and
- (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 Client has been and is engaged in the business of providing copywriting services to businesses
- (2) At all material times the Copywriter has been and is engaged in the business of <<insert description>> and wishes to acquire the services of the Client
- (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, unless the context otherwise requires, the following expressions have the meanings set out below:

"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, in any medium, and whether or not the information is stated to be confidential or otherwise);

"Fee"

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

"Intellectual Property Rights"

any patents, trade marks, service marks, designs, applications (and rights to those rights) trade, business and internet domain names and e-mail addresses, trade marks and service marks, know-how, rights in designs and inventions;

regulations, decrees, consents, orders, statutes or by-laws having the force of law or a right in paragraph (a); or any act or omission having or similar effect or nature as or to that in paragraph (a) and (b) which now or in the future may have;

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

"Work"

the services undertaken by the Copywriter as set out in Clause 5 and

“Consultant”

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2. **Engagement of the Copy**

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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 using methods and those of any Consultant engaged by the Client. The Copywriter shall at all times be exclusively for the Client's use and control. The Client shall not seek to supervise or control the Copywriter or any Consultant in the provision of the Work and shall have no right to do so.
- 3.2 The Copywriter shall be solely responsible for organising, and shall be entitled to organize 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, contractors, consultants and similar parties also engaged by the Client.
- 3.3 The engagement shall be mutually non-exclusive that is to say that at any time the Copywriter shall be free to 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 in performing the Work may on one or more occasions may substitute any Consultant engaged on the Work or may engage any other Consultant provided that any Consultant chosen shall have the requisite skills and experience to perform the Work. The Copywriter shall use all reasonable endeavours to avoid or minimise any delay in the Work and to consult with the Client beforehand about any change in engagement of persons carrying out the Work. The Copywriter shall in any event provide such a substitute if the provision of the Work is unduly delayed by absence of the Copywriter for any other reason upon notification by the Client (or the Copywriter) that a delay is unacceptable or where it is otherwise agreed by the Client. The Client shall only be obliged to accept any Consultant if in its reasonable opinion the Copywriter is unable to lack of skills, or experience.
- 3.5 Any act or omission in breach of this Agreement, be deemed to be a breach of the Agreement.
- 3.6 Whenever possible the Copywriter shall use his own equipment, materials and tools to carry out the Work.
- 3.7 The Copywriter is not to provide any services available except for the performance of its appointment of the Copywriter under the Agreement. The engagement and appointment to provide the Work does not create any mutual obligation between the Client or the Copywriter to offer or accept any further engagement or services. No continuing relationship shall be created.

4. Self-Employment Status

- 4.1 The Copywriter shall be an independent contractor and shall have the status of a self-employed person for all income tax and national insurance purposes. The Copywriter shall be responsible for all income tax and national insurance or taxes or contributions in respect of the consideration payable by the Client for the Work.
- 4.2 The Copywriter hereby releases the Client in respect of any claims or damages against the Client in respect of any income tax or national insurance or taxes or contributions, or similar taxes or contributions,

- including interest and (the Copywriter or Consultant) undertake the Work (carried out by him or any other person) under this Agreement.
- 4.3 The Copywriter shall be responsible for his expenses and value added tax.
- 4.4 Nothing in this Agreement shall be construed to create any partnership, joint venture, agency or employment relationship between the Parties or any other person and [either] the Client [or the Copywriter].
5. **Fee**
- 5.1 [In consideration of the Copywriter 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 Copywriter 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. If payment is not made within the period above the base fee shall increase by <<insert percentage>>% per annum from time to time. Interest shall accrue on the overdue sum from 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 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 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. The Client shall not make any payment to any Consultant for the Work over and above the entitlement 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 the Copywriter shall be deemed to have waived any Intellectual Property Rights in the Work arising out of the Copyright, Designs and Patents Act 1988.
- 6.2 Following the assignment of Intellectual Property Rights under Clause 6.1, the Client shall be free to use the Work for any purposes including the purpose for which the Work was originally commissioned.
7. **Warranties and Indemnity**
- 7.1 The Copywriter, and any person named in Schedule 1, warrant that they possess the requisite 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 or other Intellectual Property Rights of any third party.

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other Intellectual Property rights, rights of privacy, rights of publicity or any other rights of a natural person.

7.3 The Copywriter hereby warrants that all Intellectual Property rights in the Work shall, throughout the full period of copyright subsisting pursuant to the laws of the United Kingdom and/or the Berne Convention and/or the Universal Copyright Convention, be and shall remain the sole and exclusive property of the Client.

7.4 The Copywriter shall not assign, transfer, encumber or otherwise dispose of any rights in or to the Work except as expressly provided in writing pursuant to this Agreement.

7.5 Subject to the provisions of clauses 7.6 and 7.7, in the event of any actions, proceedings, claims, damages or costs (including, without prejudice to the generality of this provision, on a solicitor and own-client basis) against the Copywriter in respect of the Work or the Client's use or possession of the Work in accordance with this Agreement, the Client shall indemnify the Copywriter from and against the same.

7.6 Subject to the provisions of clauses 7.6 and 7.7, in the event of any actions, proceedings, claims, damages or costs (including, without prejudice to the generality of this provision, on a solicitor and own-client basis) against the Copywriter in respect of the Work or the Client's use or possession of the Work in accordance with this Agreement, the Client shall indemnify the Copywriter from and against the same.

7.7 The indemnities set out in clauses 7.5 and 7.6 shall apply only if the Copywriter notifies the indemnified Party:

7.7.1 immediately in writing upon becoming aware of any claim, demand or costs;

7.7.2 makes no assignment of the indemnifying Party's prior rights in or to the Work;

7.7.3 makes all relevant requests to the indemnifying Party upon request;

7.7.4 provides all relevant documents to the indemnifying Party upon request; and

7.7.5 allows the indemnifying Party complete control over any relevant litigation and proceedings.

8. Liability

8.1 This Clause 8 sets out the liability of the Parties to each other for any breach of this Agreement, including but not limited to, negligence and breach of contract arising out of or in connection with this Agreement.

8.2 Subject to sub-Clause 8.1, the Copywriter shall be liable to the other, whether in contract, tort (including negligence), or for breach of statutory duty or otherwise, for any loss or damage, including loss of goodwill, loss of business opportunity, loss of profits, special, indirect or consequential damage or loss that arises out of or in connection with this Agreement.

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- 8.3 Nothing in this Agreement shall limit the liability of either Party to the other for fraud or fraudulent misrepresentation, negligent or deliberate or wilful misconduct, or for death or personal injury.
- 8.4 Nothing in this Agreement shall limit the liability of either Party under any other provision 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 this Agreement (whether in contract, tort (including negligence), or otherwise, for breach of statutory duty 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 undertake to keep Confidential Information provided by sub-Clause 9.2 or as authorised in writing by the Client. They 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 any Confidential Information to any other party;
- 9.1.3 not use any Confidential Information for any purpose other than as contemplated by the Agreement;
- 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 (including its directors, officers, employees, Consultants, and agents) no person acting for or on behalf of any Party, would be in breach of any provision of this Clause 9.
- 9.2 Subject to sub-Clause 9.3, Confidential Information may disclose any Confidential Information to:
- 9.2.1 any Consultant or subcontractor;
- 9.2.2 any of their employees, agents, or suppliers;
- 9.2.3 any government body, or regulatory body; or
- 9.2.4 any of their subcontractors or those of any party described in sub-Clauses 9.2.1 to 9.2.3.
- 9.3 Disclosure under sub-Clause 9.2 shall be made only to the extent that is necessary for the purposes of this Agreement, or as required by law. In each case the disclosing Party must first inform the recipient that the Confidential Information is being disclosed and that the recipient is a body described in sub-Clause 9.2.3 or an employee or officer of such a body, the disclosing Party must obtain from the recipient a written undertaking that the Confidential Information is confidential and to use it only for the purposes for which it is made.
- 9.4 Either Party may use Confidential Information for any purpose, or disclose it to any other party, where the Confidential Information is or becomes public knowledge through no fault of the Party.
- 9.5 When using or disclosing Confidential Information under sub-Clause 9.4, the disclosing Party must ensure that it does not disclose any part of that Confidential Information which is not in the public knowledge.
- 9.6 The provisions of this Clause 9 shall be in force in accordance with their

Agreement for any reason.

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Clause 10.1, this Agreement shall
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It cannot perform their obligations for a continuous period of <<insert>> days, the parties shall terminate this Agreement by mutual consent. In the event of such termination, the fee shall be the sole payment for all work completed. The fee shall take into account any prior work and shall be in full compliance with the terms of the Agreement on the performance of this Agreement.

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of the Parties.

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13.3 Each Party acknowledges that, in entering into this Agreement, it does not rely on any representation or warranty made in this Agreement, and it does not rely on any statute or common law.

to this Agreement, it does not rely on any representation or warranty made in this Agreement, and it does not rely on any statute or common law.

13.4 No failure or delay in the performance of the obligations of the Party of a breach of the Agreement shall be deemed to be a waiver of any subsequent breach.

exercising any of its rights under this Agreement, it does not waive that right, and no waiver by either Party of a breach of the Agreement shall be deemed to be a waiver of any other provision.

14. Severance

The Parties agree that, if any provision of this Agreement is found to be unlawful, invalid or otherwise unenforceable, that provision shall be deemed severed from the Agreement and the remainder of this Agreement shall be valid and enforceable.

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15. Notices

15.1 All notices under this Agreement shall be in writing, signed by, or on behalf of, the Party giving the notice.

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15.2 Notices shall be deemed to have been given:

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15.2.1 when delivered to the registered office of the Party to whom the notice is given;

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15.2.2 when sent, by post, to the registered office of the Party to whom the notice is given;

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15.2.3 on the fifth business day after the date of posting, if the notice is sent by post;

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In each case notices shall be deemed to have been given to the address notified to the other Party in writing.

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16. Alternative Dispute Resolution

16.1 Any dispute or difference arising out of or in connection with this Agreement or its subject matter shall be referred to the arbitration of one or more arbitrators appointed by the then President of the Law Society, subject to the powers conferred upon the arbitrators by the law.

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16.2 The Parties hereby agree that the arbitration shall be final and binding on both Parties.

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17. Law and Jurisdiction

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

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17.2 Subject to the provisions of the Arbitration Act 1996, any dispute, controversy, proceedings or claim between the Parties 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.

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IN WITNESS WHEREOF this Agreement has been signed and sealed before written.

IN WITNESS WHEREOF this Agreement has been signed and sealed before written.

SIGNED by

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<<Copywriter's Name>>

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 carried out by the Freelance Copywriter>>

Consultant

<<Insert full name of any Consultant or other person who will be responsible for the Work to be carried out by the Freelance Copywriter>>

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