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FREELANCE AGREEMENT

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**THIS AGREEMENT** is made the

**BETWEEN:**

- (1) <<Name of Copywriter>> (the "Copywriter") and
- (2) <<Name of Client>> [a company registered in the <<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) trade, business and intellectual property, internet domain names and e-mail addresses, and trade marks and service marks, know-how, rights in designs and inventions;

laws, regulations, decrees, orders, statutes or by-laws, and any right in paragraph (a); or any right having a similar effect or nature as or to that in paragraph (a) and (b) which now or in the future may exist;

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;

“[Licence Term]”	S	the licence to use the Work as defined in Schedule 1;]
“Purpose”	A	for which the Work is to be used, as defined in Schedule 1;
“Consultant”	M	[an independent person [or person employed by the Copywriter in any case is nominated and approved by the Copywriter (either a person named in Schedule 1 or any other person with suitable skill and experience]
<p>1.2 Unless the context of this Agreement requires otherwise, any reference in this Agreement to:</p> <p>1.2.1 “writing”, and any communication in writing, includes a reference to any communication in electronic or facsimile transmission or any other similar means;</p> <p>1.2.2 a statute or regulation includes a reference to that statute or regulation as amended or re-enacted at the relevant time;</p> <p>1.2.3 “this Agreement” includes this Agreement and each of the Schedules attached hereto at the relevant time;</p> <p>1.2.4 a Schedule includes a Schedule attached hereto at the relevant time;</p> <p>1.2.5 a Clause or paragraph (other than a Clause or paragraph of the relevant Schedule);</p> <p>1.2.6 a “Party” or “parties” means the parties to this Agreement.</p>	P	<p>1.3 The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.</p> <p>1.4 Words imparting the singular shall include the plural and vice versa.</p> <p>1.5 References to any gender shall include the other gender.</p>
<p>2. <b>Engagement of the Copywriter</b></p> <p>2.1 The Client hereby engages the Copywriter to provide the Work and such other services as the Client may agree upon from time to time during the term of this Agreement.</p> <p>2.2 The Copywriter shall complete the Work by &lt;&lt;insert date&gt;&gt; (“the Completion Date”).</p> <p>2.3 The Copywriter acknowledges that the Client has a legitimate commercial interest in the Work being completed by the Completion Date and that the Client should have an appropriate remedy if the Work is not so completed. Accordingly, if the Copywriter fails to complete the Work by the Completion Date, [the sum of £&lt;&lt;insert sum&gt;&gt;] or, if the Work is not completed after the Completion Date, the Copywriter shall be deemed to be in breach of this Agreement and the Copywriter shall be liable to the Client for damages from the total Fee payable to the Copywriter for the Work is not completed after the Completion Date with respect to the Work. The Copywriter shall not be entitled to claim any further or other remedy for any further breach of this Agreement.</p> <p>2.4 Whether or not the Copywriter is employed by the Client, the Copywriter shall ensure that all work is performed by the Copywriter or by a person who carries out all or any of the Work, the quality of the Work and shall ensure that the Work is completed in a timely and, without limitation, is wholly</p>	E	

- responsible for ensuring the quality of the Work shall do so.
- 2.5 The Copywriter shall ensure the rectification of any unsatisfactory work at his own expense.
3. **Nature of Engagement**
- 3.1 The Copywriter shall ensure that the Copywriter's Work shall be performed by the Consultant(s) engaged by the Copywriter to do so. The Copywriter shall not seek to supervise, direct or control the provision of the Work by the Consultant(s).
- 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 Client's behalf. The Client, its contractors, consultants and similar third parties also engaged by the Client shall not have any right to do so.
- 3.3 The engagement under this Agreement is 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 similar services which are the same as or similar to the Work.
- 3.4 The Copywriter in performing the Work may substitute any Consultant engaged by the Client for the Consultant chosen by the Client provided that any Consultant chosen by the Copywriter to perform the Work shall have the requisite skills and experience to perform the Work. The Copywriter shall avoid or minimise any delay in the Work beforehand about the substitution of a Consultant carrying out the Work. The Copywriter shall not be liable for such a substitute or addition if the delay is caused by the absence of the Consultant by the Client (or the Client's representative) where it is otherwise agreed in writing by the Client. The Client shall only be liable for such a substitute or addition if the delay is caused by the absence of the Consultant by the Client (or the Client's representative) where it is otherwise agreed in writing by the Client. The Client shall only be liable for such a substitute or addition if the delay is caused by the absence of the Consultant by the Client (or the Client's representative) where it is otherwise agreed in writing by the Client.
- 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 perform the Work.
- 3.7 The Copywriter is not to provide any services available except for the performance of its duties under the Agreement. The engagement and appointment of the Copywriter to provide the Work does not create any mutual obligation between the Client and the Copywriter to offer or accept any services or to provide any services. No continuing relationship shall be created by this Agreement.
4. **Self-Employment Status**
- 4.1 The Copywriter shall be responsible for all income tax and national insurance contributions in respect of the Work.

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sultants performing all or any part of the Work shall do so with reasonable care.

rectification of any unsatisfactory work at his own expense.

independent contractor and the Copywriter shall be 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 Client's behalf. The Client, its contractors, consultants and similar third parties also engaged by the Client shall not have any right to do so.

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on one or more occasions may substitute any Consultant engaged by the Client for the Consultant chosen by the Copywriter to perform the Work. The Copywriter shall avoid or minimise any delay in the Work beforehand about the substitution of a Consultant carrying out the Work. The Copywriter shall not be liable for such a substitute or addition if the delay is caused by the absence of the Consultant by the Client (or the Client's representative) where it is otherwise agreed in writing by the Client. The Client shall only be liable for such a substitute or addition if the delay is caused by the absence of the Consultant by the Client (or the Client's representative) where it is otherwise agreed in writing by the Client.

shall, for the purposes of this Agreement, be deemed to be a breach of the Agreement.

Copywriter shall use his own equipment, materials and tools to perform the Work.

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pendent contractor and shall have the status of a self-employed person and shall be responsible for all income tax and national insurance contributions in respect of the Work.



(including, but not limited to, designers, printers and website developers).

## 7. Warranties and Indemnity

7.1 The Copywriter, and any sub-contractors (whether or not named in Schedule 1), shall 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, rights of privacy, rights of publicity or any other intellectual property rights of any person.

7.3 The Copywriter hereby warrants that the Work shall, throughout the full period of copyright subsisting pursuant to the laws of the United Kingdom, be protected by the Berne Convention and/or the Universal Copyright Convention.

7.4 The Copywriter shall warrant that he/she/it shall not transfer, encumber or otherwise dispose of any rights in or to the Work except pursuant to this Agreement and shall not enter into any agreement or arrangement which may limit or might interfere with the performance of his obligations under this Agreement.

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

7.6 Subject to the provisions of this Agreement, in the event of any actions, proceedings, claims, damages or costs, including, without prejudice to the above, the Copywriter on a solicitor and own-client basis) against the Client in connection with the Client's use or possession of the Work, 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 indemnified Party:

7.7.1 notifies the indemnifying Party immediately in writing upon becoming aware of any claim, demand or costs;

7.7.2 makes no admission of liability without the indemnifying Party's prior written consent;

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 to exercise complete control over any relevant litigation and proceedings.

the Work to designers, printers and website developers).

ged by the Copywriter (whether or not named in Schedule 1) requisite skill and experience to carry out the Work.

reasonable endeavours to ensure that the Work is original and shall not infringe any copyright, trademark, rights of privacy, rights of publicity or any other intellectual property rights of any person.

it in the Work shall, throughout the full period of copyright subsisting pursuant to the laws of the United Kingdom, be protected by the Berne Convention and/or the Universal Copyright Convention.

transfer, encumber or otherwise dispose of any rights in or to the Work except pursuant to this Agreement and shall not enter into any agreement or arrangement which may limit or might interfere with the performance of his obligations under this Agreement.

7.7, in the event of any actions, proceedings, claims, damages or costs, including, without prejudice to the above, the Client on a solicitor and own-client basis) against the Copywriter in connection with the Work or the Client's use or possession of the Work, the Copywriter shall indemnify the Client from and against the same.

7.7, in the event of any actions, proceedings, claims, damages or costs, including, without prejudice to the above, the Copywriter on a solicitor and own-client basis) against the Client in connection with the Client's use or possession of the Work, the Client shall indemnify the Copywriter from and against the same.

5 and 7.6 shall apply only if the indemnified Party:

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

ements without the indemnifying Party's prior written consent;

le to the indemnifying Party upon request;

to the indemnifying Party upon request; and

plete 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 any misrepresentation, statement to, negligence and breach of contract arising out of or in connection with this Agreement.
- 8.2 Subject to sub-Clause 8.3, each Party shall be liable to the other, whether in contract, tort (including negligence), or for breach of statutory duty or loss of goodwill, loss of business opportunity, loss of a special, indirect or consequential damage or loss that arises out of or in connection with this Agreement.
- 8.3 Nothing in this Agreement shall limit the liability of either Party to the other for fraud or fraudulent misrepresentation, deliberate or wilful misconduct, or for death or personal injury.
- 8.4 Nothing in this Agreement shall limit the liability of either Party under or in respect of any of the provisions of Clause 7.
- 8.5 Without prejudice to the provisions of sub-Clauses 8.2, or 8.3, the total liability of either Party arising out of or in connection with this Agreement (whether in contract, tort (including negligence), or for breach of statutory duty or loss of goodwill, loss of business opportunity, loss of a special, indirect or consequential damage or loss that arises out of or in connection with this Agreement) 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 authorised in writing by the Client, and to maintain its confidentiality during the continuance of this Agreement and for a period of <>[insert period]>> after its termination:
- 9.1.1 keep Confidential Information confidential;
- 9.1.2 not disclose Confidential Information to any other party;
- 9.1.3 not use Confidential Information for any purpose other than as contemplated by the Agreement;
- 9.1.4 not make any disclosure of Confidential Information in any way or part with possession of any Confidential Information;
- 9.1.5 ensure that (including its directors, officers, employees, Consultants, subcontractors, agents, representatives, or suppliers) does not commit any act which, if done by that Party, would be a breach of the provisions of this Clause 9.
- 9.2 Subject to sub-Clause 9.3, the Client may disclose any Confidential Information to:
- 9.2.1 any Consultant or subcontractor;
- 9.2.2 any of their agents, representatives, or suppliers;
- 9.2.3 any government body or regulatory body;
- 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 Client shall first inform the recipient that the

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- information for any purpose, or disclose it if the information is or becomes public. If the information under sub-Clause 9.4, the Party does not disclose any part of that information or knowledge.
- The Agreement shall remain in force in accordance with their terms and conditions of the Agreement for any reason.

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- at any time without notice and  
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- Clause 10.1, this Agreement shall  
and remedies the Parties may have,
- the terms and obligations of this  
able of remedy, is not remedied  
notice of such failure from the other
- or liquidation – either voluntary or  
poses of bona fide corporate  
if a receiver is appointed over the  
ets.
- without prejudice to any rights which  
under this Agreement.

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

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- liable for any failure or delay in performance or delay results from any cause outside the control of the Party ("Force Majeure"). Such failure, internet service provider outages, floods, storms, earthquakes, acts of God or any other similar or dissimilar event outside the control of the Party in question.
- If the Party cannot perform their obligations for a continuous period of <<insert number>> days, the other Party may terminate this Agreement by written notice. After the event of such termination, the other Party shall not be responsible for any payment for all work completed prior to termination. The other Party shall take into account any prior payment made in reliance on the performance of this Agreement.

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therefrom or associated therewith shall fall within the jurisdiction of the courts of England and Wales, and shall be governed by, and construed in accordance with, the law of England and Wales.

17.2 Subject to the provisions of this Agreement, 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 this Agreement) shall fall within the jurisdiction of the courts of England and Wales, and shall be governed by, and construed in accordance with, the law of England and Wales.

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**IN WITNESS WHEREOF** this Agreement is  
before written

SIGNED by

<<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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executed the day and year first

**The Work**

<<Insert full details of the Work to be carried out by the Freelance Copywriter>>

**The Purpose**

<<Insert full details of the purpose for which the Work may 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 period>> until <<Insert date>>]

**Consultant**

<<Insert full name of any Consultant or other person who is to carry out the Work>>

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<<insert your text here>>]

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