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FREELANCE

AGREEMENT

THIS AGREEMENT is made the

BETWEEN:

- (1) <<Name of Designer>> of <<Country of Registration>> (the "Designer") and
- (2) <<Name of Client>> [a company with registration 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 engaged in the business of providing graphic design services to business clients;
- (2) At all material times the Client has been engaged in 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 the context otherwise requires, the following expressions have the meanings hereby assigned to them:

"Business Day"

any day other than Saturday or Sunday) on which the Client's premises are open for their full range of business activities 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 Designer for the services provided pursuant to 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, and trade marks and service marks, know-how, rights in designs and other intellectual property;

any laws, regulations, decrees, orders, statutes or other legal provisions having the force of law or similar effect or nature as or to the effect of those mentioned in (a) and (b) which now or in the future may be applicable;

past infringements of any of the rights mentioned in (a) and (b);

"Work"

the work undertaken by the Designer as described in the Statement of Work and

“Consultant”

1.2 Unless the context of

1.2.1 “writing”
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1.2.2 a statute
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1.2.6 a "Party

1.3 The headings used
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1.4 Words imparting the

1.5 References to any g

2. **Engagement of the Design**

2.1 The Client hereby e
services as the Cli
during the term of th

2.2 The Designer shall
Date”).

2.3 Prior to the Comple
to comply with the f

2.3.1 Initial design
shall be pr
<<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, if the
Date, [the sum of £
the total Fee due] p
total Fee payable to
completed after the
any further or other

ed] person [or person employed
n any case is nominated and
by the Designer (either a person
in Schedule 1 or any other
one with suitable skill and

reference in this Agreement to:

ssion, includes a reference to any
tronic or facsimile transmission or

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

to this Agreement and each of the
emented at the relevant time;

Agreement;

reference to a Clause of this
chedules) or a paragraph of the

the parties to this Agreement.

r convenience only and shall have
ement.

clude the plural and vice versa.

other 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

to the Client for selection and/or

quired>>.]

ent has a legitimate commercial
ne Completion Date and that the
edy if it is not so completed.
ete the Work by the Completion
sum of <<insert percentage>>% of
d as liquidated damages from the
Business Day that the Work is not
out prejudice to any right to claim
elay.

- 2.5 Whether or not the Designer shall be responsible for the quality of the Work and shall ensure that all work is performed with care and, without limitation, is wholly responsible for any Consultants performing all or any part of the Work and with reasonable care.
- 2.6 The Designer shall be responsible for the rectification of any unsatisfactory work at his own expense.
3. **Nature of Engagement**
- 3.1 The Designer shall be an independent contractor and the Designer's Work shall be performed by methods and those of any Consultant(s) engaged by the Designer to do so. The Designer shall at all times be exclusively for the Client and control. The Client shall not seek to supervise, direct or control the Designer or any Consultants in the provision of the Work and shall have no right to do so.
- 3.2 Subject to the provisions of the Agreement, the Designer shall at all times be exclusively responsible for the Work and shall be entitled to organize, where, when, how and in what order the Work shall be performed. The Designer shall liaise with the Client (or the Client's representative) to ensure that account is taken of the impact 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 shall be mutually non-exclusive that is to say that at any time the Designer may 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 Designer in its discretion may on one or more occasions may substitute any Consultant for any other 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 Designer shall make all reasonable endeavours to avoid such substitution and to consult with the Client beforehand about such substitution and to consult with the Client beforehand about such substitution. The Designer shall in any event provide such substitute or addition of the Work is unduly delayed by the absence due to illness or other reason upon notification by the Client (or the Client's representative) that the delay is unacceptable or where it is otherwise necessary for the substitution or addition. The Client shall only be entitled to require the substitution or addition of any Consultant if in its reasonable opinion they are not of sufficient skills, or experience.
- 3.5 Any act or omission of the Designer shall, for the purposes of this Agreement, be deemed to be the act or omission of the Designer.
- 3.6 Whenever possible the Designer shall use his own equipment, materials and facilities in the performance of the Work.
- 3.7 The Designer is not to provide any services available except for the performance of its obligations under the Agreement. The engagement and appointment of the Designer to provide the Work does not create any mutual obligation between the Client or the Designer to offer or accept any further work or services. No continuing relationship shall be created.

4. **Self-Employment Status**

- 4.1 The Designer shall be an independent contractor and shall have the status of a self-employed person. The Designer shall be responsible for all income tax and national insurance contributions or similar taxes or contributions in respect of the consideration payable under this Agreement.
- 4.2 The Designer hereby releases the Client in respect of any claims that may be made against the Client in respect of income tax or national insurance contributions or similar taxes or contributions, including interest and penalties, in connection with the Work (carried out by him or any other person) under this Agreement.
- 4.3 The Designer shall be responsible for his expenses and value added tax.
- 4.4 Nothing in this Agreement shall be construed as intended to create any partnership, joint venture, agency, or other relationship between the Parties or any Consultant and [either] the Client [or the Designer].

5. **Fee**

- 5.1 [In consideration of the Work, the Client shall pay to the Designer the Fee of £<<insert sum>> [as set out in the Designer's quotation dated <<insert date>>].]

OR

- [In consideration of the Work, the Client shall pay to the Designer the Fee of <insert sum> [as set out in the Designer's quotation dated <insert date>].]
- 5.2 Payment shall be made within <insert period> of the date of the invoice for the same. If payment is not made within the period, the Client shall incur interest at the rate of <insert percentage>% per annum above the base rate of the Bank of England from time to time. Interest shall accrue from the due date for payment until the actual date of payment, whether before or after judgment. Any interest due shall be an overdue sum.
- 5.3 All payments made by the Client shall be expressly exclusive of any value added tax charge.
- 5.4 No further payment shall be made by the Client above the entitlement to payment under Clause 5.1 and, without limitation, no payment shall be made by the Client in respect of any expenses incurred by the Designer in connection with the Work. The Client shall not make any payment to any Consultant in connection with the Work.

6. **The Work and Intellectual Property**

- 6.1 Upon receipt in full of the Fee due under Clause 5, the Client shall assign to the Designer all Property Rights subsisting in the Work. The Client and the Designer shall be deemed to have waived any rights in respect of the Work arising out of the Copyright, Designs and Patents Act 1988.
- 6.2 Following the assignment of the Property Rights under Clause 6.1, the Client shall be free to use the Work for any purposes in connection with the Work, the purpose for which the Work was created.

was originally comm

7. Warranties and Indemnity

7.1 The Designer, and a named in Schedule 1 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 copyright the United Kingdom Universal Copyright C

7.4 The Designer shall n of any rights of copyr this Agreement.

7.5 Subject to the prov proceedings, claims, generality of this pro client basis) against the Work or the Cl in accordance with this Property Rights belo Client from and again

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 any

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 ou any breach of this Ag representation, state

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d by the Designer (whether or not e skill and experience to carry out

onable endeavours to ensure that ll 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 e grounds that the Designer's use by the Client for the purposes of this Agreement constitutes the ts belonging to a third party, the against the same.

5 and 7.6 shall apply only if the

mediately in writing upon becoming g, claim, demand or costs;

ements without the indemnifying

le to the indemnifying Party upon

to the indemnifying Party upon

complete control over any relevant

ility of the Parties to each other for by the Client of the Work; and any mission (including, but not limited

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to, negligence and breach of this Agreement.

- 8.2 Subject to sub-Clause 8.1, the Client shall be liable to the other, whether in contract, tort (including misrepresentation for opportunity, loss of a damage or loss that 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, 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 Clauses 8.2, or 8.3, the total liability of either Party arising from this Agreement (whether in contract, tort (including misrepresentation 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 during the continuance of the Agreement or after its termination:
- 9.1.1 keep confidential;
- 9.1.2 not disclose Confidential Information to any other party;
- 9.1.3 not use any Confidential Information for any purpose other than as contemplated in the Agreement;
- 9.1.4 not make any Confidential Information available in any way or part with possession of Confidential Information;
- 9.1.5 ensure that its directors, officers, employees, agents or advisers do not, without the consent of the Client, disclose Confidential Information, if done by that Party, would be a breach of the Agreement.
- 9.2 Subject to sub-Clause 9.1, the Client may disclose any Confidential Information to:
- 9.2.1 any Consultant or subcontractor;
- 9.2.2 any of their employees, officers, 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 9.2.4.
- 9.3 Disclosure under sub-Clause 9.2 shall be made only to the extent that is necessary for the performance of the Agreement, or as required by law. In each case, the Client must first inform the recipient that the Confidential Information is being disclosed. Unless the recipient is a body described in sub-Clause 9.2, the Client must ensure that the recipient is a body, the disclosure of Confidential Information to which is authorised employee or officer of such a body, the disclosure of Confidential Information and submit to the other Party a written undertaking to keep the Confidential Information confidential.

arising out of or in connection with this Agreement.

the Client shall be liable to the other, whether in contract, tort (including misrepresentation for opportunity, loss of a damage or loss that connection with this Agreement.

Nothing in this Agreement shall limit the liability of either Party to the other for fraud or fraudulent misrepresentation, death or personal injury.

Nothing in this Agreement shall limit the liability of either Party under or in respect of any of the provisions of Clause 7.

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 misrepresentation or payable by the Client or the sum of £<<insert sum>>, whichever is the greater.

Both Parties undertake to keep Confidential Information provided by sub-Clause 9.2 or as authorised in writing by the Client during the continuance of the Agreement or after its termination:

9.1.1 keep confidential;

9.1.2 not disclose Confidential Information to any other party;

9.1.3 not use any Confidential Information for any purpose other than as contemplated in the Agreement;

9.1.4 not make any Confidential Information available in any way or part with possession of Confidential Information;

9.1.5 ensure that its directors, officers, employees, agents or advisers do not, without the consent of the Client, disclose Confidential Information, if done by that Party, would be a breach of the Agreement.

Subject to sub-Clause 9.1, the Client may disclose any Confidential Information to:

9.2.1 any Consultant or subcontractor;

9.2.2 any of their employees, officers, 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 9.2.4.

Disclosure under sub-Clause 9.2 shall be made only to the extent that is necessary for the performance of the Agreement, or as required by law. In each case, the Client must first inform the recipient that the Confidential Information is being disclosed. Unless the recipient is a body described in sub-Clause 9.2, the Client must ensure that the recipient is a body, the disclosure of Confidential Information to which is authorised employee or officer of such a body, the disclosure of Confidential Information and submit to the other Party a written undertaking to keep the Confidential Information confidential.

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poses for which the disclosure is

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

information for any purpose, or disclose
Information is or becomes public

9.5 When using or disclosing
disclosing Party may
Confidential Information

information under sub-Clause 9.4, the
is not disclose any part of that
knowledge.

9.6 The provisions of this
terms, notwithstanding

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

10. Termination

10.1 Either Party may terminate
without giving any notice

at any time without notice and
on.

10.2 Without prejudice to the
terminate, notwithstanding
have, in the following

Clause 10.1, this Agreement shall
and remedies the Parties may

10.2.1 either Party may
Agreement
within <<insert
Party; or

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

10.2.2 either Party may
compulsory
reconstruction
whole or any

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

10.3 The termination of
which have already

be without prejudice to any rights
Parties under this Agreement.

11. Personal Information (Data)

The Designer will only use
Designer's <<insert document
location(s)>>.

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

12. Force Majeure

12.1 Neither Party to the
performing their obligations
that is beyond the
causes include, but
failure, industrial accident
terrorism, acts of war
event or circumstance

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

12.2 [In the event that a
hereunder as a result
period>>, the other
written notice at the
Parties shall agree
up to the date of termination
contractual commitments
Agreement.]

it cannot perform their obligations
r a continuous period of <<insert
tion terminate this Agreement by
the event of such termination, the
ple payment for all work completed
t shall take into account any prior
liance on the performance of this

13. Nature of the Agreement

- 13.1 Subject to the provisions of this Agreement, the Designer's obligations under this Agreement are personal to the Parties and neither Party may assign, sub-contract or otherwise delegate its obligations hereunder, except with the written consent of the other Party, which consent shall not be unreasonably withheld.
- 13.2 This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and may be modified except by an instrument in writing signed by both Parties.
- 13.3 Each Party acknowledges that, in entering into this Agreement, it does not rely on any representation or provision except as expressly provided in this Agreement. The Parties agree that the provisions, warranties or other terms implied by statute or common law shall be excluded to the fullest extent permitted by law.
- 13.4 No failure or delay in performance of any obligation under this Agreement shall be deemed to constitute a waiver by either Party of a breach of any other provision of this Agreement or be a waiver of any such breach.

14. Severance

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

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, the authorised officer of the Party giving the notice.
- 15.2 Notices shall be deemed to have been given:
- 15.2.1 when delivered to the recipient by hand or other messenger (including during out of business hours of the recipient; or
 - 15.2.2 when sent, by post or email, and a return receipt is generated; or
 - 15.2.3 on the fifth business day after mailing, if mailed by national or international registered mail.
- In each case notice shall be deemed to have been given to the most recent address or e-mail address notified to the Parties.

16. Alternative Dispute Resolution

- 16.1 Any dispute or claim arising out of or in connection with this Agreement or its subject matter shall be referred to a single arbitrator to be appointed by the Parties or, if they cannot agree, then the President of the Arbitration Institute for the Construction Industry shall have all of the powers conferred upon arbitrators under the Arbitration Act 1996 (England and Wales).
- 16.2 The Parties hereby agree that the award of the Arbitrator shall [not] be final and binding on both Parties.

17. Law and Jurisdiction

- 17.1 This Agreement (including any dispute or claim arising out of or in connection with it) shall be governed by the law of England and Wales and the matters and obligations arising hereunder shall be subject to the jurisdiction of the courts of England and Wales.

therefrom or associated therewith shall fall within the jurisdiction of the courts 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) shall fall within the jurisdiction of the courts of England and Wales.

IN WITNESS WHEREOF this Agreement has been signed and executed before written

SIGNED by

<<Designer'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 done here>>

Consultant

<<Insert full name of any named Consultant or Designer>>

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