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FREELANCE CONTRACT AGREEMENT

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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 carrying on the business of providing graphic design services to businesses and individuals;
(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 meanings set out below:

"Business Day"

any day other than Saturday or Sunday) on which the Client's premises are open for their full range of services at <<insert location>>;

"Confidential Information"

any information, whether or not confidential, 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 disclosure was stated to be confidential or otherwise);

"Fee"

the fee payable to the Designer 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, and trade marks and service marks, know-how, rights in designs and other intellectual property rights;

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

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

"Work"

the work undertaken by the Designer as set out in Clause 6;

“[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”		[insert name of the Designated] person [or person or company or firm or other] who in any case is engaged on the Work by the Designer and whose name is set out in Schedule 1 and who is not being someone with suitable
1.2 Unless the context of this Agreement requires otherwise, any reference in this Agreement to: <ul style="list-style-type: none"> 1.2.1 “writing”, and any other form of communication, includes a reference to any communication in electronic or facsimile transmission or any other similar means; 1.2.2 a statute or regulation or any provision of a statute or regulation as in force at the relevant time; 1.2.3 “this Agreement” and “Schedules A” and “Schedules B” means this Agreement and each of the Schedules attached hereto at the relevant time; 1.2.4 a Schedule means a Schedule attached to this Agreement; 1.2.5 a Clause or paragraph means a Clause or paragraph of the relevant Schedule; and 1.2.6 a “Party” or “parties” means the 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.		shall include the other gender.
2. Engagement of the Designer		
2.1 The Client hereby engages the Designer to provide the services as the Client may agree upon from time to time during the term of this Agreement.		The Designer shall provide the Work and such other services as the Client may agree upon from time to time during the term of this Agreement.
2.2 The Designer shall complete the Work by <<insert date>> (“the Completion Date”).		The Designer shall complete the Work by <<insert date>> (“the Completion Date”).
2.3 Prior to the Completion Date, the Designer shall use reasonable endeavours to comply with the following:		Prior to the Completion Date, the Designer shall use reasonable endeavours to comply with the following:
2.3.1 Initial design proposals shall be provided to the Client by <<insert date>>.		Initial design proposals, not limited to, drafts and sketches shall be provided to the Client for selection and/or approval by <<insert date>>.
2.3.2 Design proposals shall be provided to the Client for selection and/or approval by <<insert date>>.		Design proposals shall be provided to the Client for selection and/or approval by <<insert date>>.
2.3.3 <<insert additional requirements>>.		<<insert additional requirements>>.]
2.4 The Designer acknowledges that the Client has a legitimate commercial interest in the Work and that the Client should have the Work completed by the Completion Date and that the Designer shall be liable to the Client if it is not so completed.		The Designer acknowledges that the Client has a legitimate commercial interest in the Work and that the Client should have the Work completed by the Completion Date and that the Designer shall be liable to the Client if it is not so completed.

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Accordingly, if the
Date, [the sum of £
the total Fee due] p
total Fee payable to
completed after the
any further or other

ete the Work by the Completion
sum of <<insert percentage>>% of
d as liquidated damages from the
Business Day that the Work is not
but prejudice to any right to claim
elay.

2.5 Whether or not the
the Designer shall b
that all work is pe
wholly responsible f
any part of the Work

carries out all or any of the Work,
quality of the Work and shall ensure
e care and, without limitation, is
any Consultant(s) performing all or
and with reasonable care.

2.6 The Designer shall
work at his own exp

rectification of any unsatisfactory

3. Nature of Engagement

3.1 The Designer sha
Designer's Work
Consultant(s) enga
the Designer to det
seek to supervise,
provision of the Wo

independent contractor and the
y methods and those of any
shall at all times be exclusively for
t and control. The Client shall not
esigner or any Consultants in the
ve any right to do so.

3.2 Subject to the provi
exclusively respons
how and in what or
Client's representat
the timing of the W
any other contract
the Client.

the Designer shall at all times be
entitled to organize, where, when,
t shall liaise with the Client (or the
account is taken of the impact of
on the activities of the Client and
ilar third parties also engaged by

3.3 The engagement u
that at any time the
services which are
engage other contr
similar to the Work.

utually non-exclusive that is to say
sultant can provide to other clients
r to the Work and the Client can
services which are the same as or

3.4 The Designer in h
substitute any Cons
the Work or may
Consultant chosen
perform the Work. T
or minimise such
beforehand about
carrying out the Wo
a substitute or addi
absence due to in
Client (or the Client
is otherwise neces
shall only be entitle
opinion they are no

on one or more occasions may
any other Consultant engaged on
al Consultant provided that any
requisite skills and experience to
ll reasonable endeavours to avoid
and to consult with the Client
ange in engagement of persons
er shall in any event provide such
of the Work is unduly delayed by
r reason upon notification by the
delay is unacceptable or where it
substitute or addition. The Client
ny Consultant if in its reasonable
skills, or experience.

3.5 Any act or omiss
Agreement, be dee

shall, for the purposes of this
sion of the Designer.

3.6 Whenever possibl
equipment, materia

e Designer shall use his own
out the Work.

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3.7 The Designer is not responsible for the performance of its services or the appointment of the Designer. The engagement and appointment of the Designer does not create any mutual obligations. The Designer shall not offer or accept any services or appointment or services. No continuing relationship shall be entered into.

4. Self-Employment Status

4.1 The Designer shall be a self-employed independent contractor and shall have the status of a self-employed contractor. 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 Consultant) undertaken 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 employment relationship between the Parties or any Consultant and [either] the Client [or the Designer] or between the Parties.

5. Fee

5.1 [In consideration of the Work, the Client shall pay to the Designer the Fee of £<<insert sum>> [plus VAT] on the date <<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].]

5.2 Payment shall be made by the Client on completion of the Work and shall be made within <<insert period>> by the Client of the Designer's invoice for the sum due. Payment shall remain unpaid after the expiry of this period shall incur interest at the rate of <<insert percentage>>% per annum from time to time. Interest shall accrue from the date of the invoice above the base level. 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 shall be expressly exclusive of any value added tax charge.

5.4 No further payment shall be made 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 Designer in connection with the Work. The Client shall not make any payment to any Consultant for the Work.

6. The Work and Intellectual Property

6.1 Upon receipt in full of the Fee due under Clause 5, the Designer shall assign to the Client all Intellectual Property Rights subsisting in the Work.

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Work shall be licensed to the Client for the Purpose described in Schedule 1 [for the full duration of copyright and any other Intellectual Property Rights] **OR** [for the full duration of the Designers' Intellectual Property Rights].

6.2 Use of the Work outside the Purpose described in Schedule 1 may not take place without the express written consent of the Designer, such consent to be given on a non-exclusive basis, and payment of further consideration by the Client.

6.3 The rights licensed to the Client under clause 6.1 are personal to the Client and may not be assigned or otherwise transferred to any third parties save for the bona fide exercise of those rights (including, but not limited to, the use of the Work to designers, printers and website developers).

7. Warranties and Indemnity

7.1 The Designer, and any other person named in Schedule 1, warrant that they have the skill and experience to carry out the Work.

7.2 The Designer shall warrant that the Work is original and does not infringe any copyright, other Intellectual Property Rights or rights of privacy, rights of publicity or other rights whatsoever.

7.3 The Designer hereby warrants that the Work shall, throughout the full period of copyright subsisting pursuant to the laws of the United Kingdom, Ireland, the Channel Islands and the Berne Convention and/or the laws of any other country, be the original work of the Designer.

7.4 The Designer shall not assign, transfer, encumber or otherwise dispose of any rights of copyright or Intellectual Property Rights in the Work except pursuant to this Agreement, and no such assignment, transfer, encumbrance or disposition might conflict with the Designer's obligations under this Agreement.

7.5 Subject to the provisions of clause 7.7, in the event of any actions, proceedings, claims, damages or costs, including, without prejudice to the generality of this provision, the Client on a solicitor and own-client basis) against the Designer in connection with the Work or the Client's use of the Work in accordance with this Agreement constituting or resulting in the Designer being liable to indemnify the Client from and against the same.

7.6 Subject to the provisions of clause 7.7, in the event of any actions, proceedings, claims, damages or costs, including, without prejudice to the generality of this provision, the Designer on a solicitor and own-client basis) against the Designer in connection with the Work or the Designer's use of the Work in accordance with this Agreement constituting or resulting in the Designer being liable to indemnify the Client 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 Designer in writing immediately in writing upon becoming aware of any claim, demand or costs;

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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 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 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

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 ation 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:

- 9.2.1 any Consultation; or
- 9.2.2 any of their employees, or suppliers;
- 9.2.3 any government 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 is 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 or becomes public. Unless the recipient is a body described in sub-Clause 9.2, the disclosing Party must ensure that the recipient is an authorised employee or officer of such a body, the disclosure is necessary for the purposes for which the Confidential Information is or becomes public, and submit to the other Party a written undertaking to keep the Confidential Information confidential and to ensure that the recipient does so.
- 9.4 Either Party may use Confidential Information for any purpose, or disclose it to any other party, if the Confidential Information is or becomes public knowledge through no fault of the disclosing 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 shall remain in force in accordance with their terms, notwithstanding termination of this Agreement for any reason.
- 10. Termination**
- 10.1 Either Party may terminate this Agreement at any time without notice and without giving any reason.
- 10.2 Without prejudice to Clause 10.1, this Agreement shall terminate, notwithstanding any provisions to the contrary, if and remedies the Parties may have, in the following circumstances:
- 10.2.1 either Party fails to comply with the terms and obligations of this Agreement within <<insert number of days>> days of notice of such failure from the other Party; or
- 10.2.2 either Party is in liquidation – either voluntary or compulsory – or in the process of liquidation or reconstruction or a receiver is appointed over the whole or any part of its assets.
- 10.3 The termination of this Agreement shall be without prejudice to any rights or remedies which have already accrued to the Parties under this Agreement.
- 11. Personal Information (Data Protection)**
- The Designer will only use Personal Information as set out in the Designer's <<insert document reference>> available from <<insert location(s)>>.
- 12. Force Majeure**
- 12.1 Neither Party to this Agreement shall be liable for any failure or delay in performing their obligations under this Agreement if the failure or delay results from any cause beyond the control of the Party ("Force Majeure"). Such

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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 beyond the control of the Party in question.

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 beyond the control of the Party in question.

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.]

It 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.]

13 Nature of the Agreement

13.1 Subject to the provisions of this Agreement, the obligations of the Parties are personal to the Parties and neither Party may assign its obligations (otherwise than by floating charge) [or sub-license its obligations] or otherwise delegate its obligations without the written consent of the other Party.

entitling the Designer to perform the obligations of the Parties is personal to the Parties and neither Party may assign its obligations (otherwise than by floating charge) [or sub-license its obligations] or otherwise delegate its obligations without the written consent of the other Party.

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.

ement 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 it enters into this Agreement, it does not rely on any representation or warranty provided in this Agreement, conditions, warranties or other terms implied by statute or common law.

into this Agreement, it does not rely on any representation or warranty provided in this Agreement, conditions, warranties or other terms implied by statute or common law.

13.4 No failure or delay in the performance of the obligations of the Parties under this Agreement shall be deemed to be a waiver of any such obligation.

cising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by one Party shall be deemed to be a waiver of the same or 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 / those provisions shall be deemed severed from the Agreement. The remainder of this Agreement shall be valid and enforceable.

ions 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, an authorized officer of the Party giving the notice.

writing and be deemed duly given if signed by, or on behalf of, an authorized officer of the Party giving the notice.

15.2 Notices shall be deemed to have been given:

given:

15.2.1 when delivered to the recipient by registered mail;

ier or other messenger (including during business hours of the recipient; or

15.2.2 when sent, by email, and a return receipt is generated; or

nd a return receipt is generated; or

15.2.3 on the fifth business day after mailing, if mailed by national ordinary mail.

g mailing, if mailed by national ordinary mail.

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

the most recent address or e-mail address notified to the other Party.

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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 and finally decided by arbitration in accordance with the rules agreed upon by the Parties. The arbitrator shall be appointed by the then President of the Institution of Arbitrators. The arbitrator shall have all of the powers conferred upon arbitrators by the Arbitration Act 1996 and the Arbitration (England and Wales) Regulations 2001.

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 non-contractual matters and obligations arising therefrom or associated therewith) 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 and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

IN WITNESS WHEREOF this Agreement has been executed and signed by the Parties 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>>

When the Parties relating to this Agreement shall be referred to a single arbitrator to be appointed by the Institution of Arbitrators, to be appointed by the Institution of Arbitrators to have all of the powers conferred upon arbitrators by the Arbitration Act 1996 and the Arbitration (England and Wales) Regulations 2001.

The award of the Arbitrator shall [not] be final and binding on both Parties.

This Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the law of England and Wales.

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

This Agreement has been executed and signed by the Parties on the day and year first

The Work

<<Insert full details of the Work to be done here>>

The Purpose

<<Insert full details of the purpose of the Work and how it 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 duration>> until <<insert date>>.]

Consultant

Name of any Consultant

<<Insert full name>>

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<<insert your choice>>]

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