

Independent Contractor Agreement UK

Governed by English Contract Law · Copyright, Designs and Patents Act 1988
Income Tax (Earnings and Pensions) Act 2003 · Data Protection Act 2018 / UK GDPR

This Independent Contractor Agreement ("Agreement") is made between

_____ ("the Client"), registered with company number _____
_____ and with a business address at _____, and
_____ ("the Contractor"), registered with company number _____
_____ and with a business address at _____.

1. Services and Payment

The Contractor agrees to perform the following services ("Services"):

_____ and the Client agrees to pay for them the following rates:
_____ (The "Payment").

The Contractor shall professionally perform the Services and follow the Client's reasonable instructions.

The Payment shall be payable _____

(e.g., upon completion of the Services, in monthly instalments) and the Client shall make payment by bank transfer to the Contractor's account at

Bank: _____ Account number: _____

2. Term and Termination

In consideration of the mutual terms and conditions, the Agreement will be effective since _____ 20 _____. Either the Client or the Contractor may terminate this Agreement, with reasonable cause, effective immediately upon giving written notice.

Reasonable cause includes:

- a material violation of this Agreement, or
- any act exposing the other party to liability to others for personal injury or property damage.

OR

After 30 days of the term, either party may, without cause, terminate this Agreement by giving 30 days written notice to the other.

3. Independent Contractor

The Contractor has an independent contractor status, and neither the Contractor nor the Contractor's employees or contract personnel are, or shall be deemed, the Client's employees. In its capacity as an independent contractor, the Contractor agrees and represents, and the Client agrees, as follows:

The Contractor has the right to perform services for other clients during the term of this Agreement.

- The Contractor has the sole right to control and direct the means, manners, and methods to follow in order to perform the Services properly.
- The Contractor has the right to hire assistants as subcontractors or to use employees to provide the services required by this Agreement. The Client shall not hire, supervise, or pay any assistants to help the Contractor.
- Neither the Contractor nor the Contractor's employees or contract personnel shall be required to wear any uniforms provided by the Client.
- The Client shall not give any training in the professional skills necessary to properly perform the Services to the Contractor or the Contractor's employees or contract personnel.
- Neither the Contractor nor the Contractor's employees or contract personnel shall be required by the

Client to devote full time to the performance of the services required by this Agreement.

4. Expenses

The Expenses should be paid by:

- ☐ The Contractor will be responsible for all expenses, including supplies, equipment, operating costs, business costs, employment costs, taxes, National Insurance contributions, and any other applicable costs.
- ☐ The Client shall reimburse the Contractor for the following expenses that are attributable directly to work performed under this Agreement: _____
[INSERT EXPENSES]. The Contractor shall submit an itemised statement of the Contractor's expenses. The Client shall pay the Contractor within 30 days after receipt of each statement.

5. Confidentiality

After performing the services, or at the Client's request, the Contractor shall deliver to the Client all materials in the Contractor's possession relating to the Client's business. Any Confidential Information that the Contractor accesses or develops in connection with the services shall be subject to the terms and conditions of this clause.

The Contractor agrees to treat all Confidential Information as strictly confidential, not to disclose Confidential Information or permit it to be disclosed, in whole or part, to any third party without the prior written consent of the Client, and not to use any Confidential Information for any purpose except as required in the performance of the services. The Contractor shall notify the Client immediately in the event the Contractor becomes aware of any loss or disclosure of any Confidential Information.

6. Intellectual Property

All intellectual property rights arising from the Services shall be the exclusive property of the Client.

The Contractor hereby assigns to the Client, with full title guarantee, all rights, title, and interest in and to any intellectual property rights created or developed in connection with the performance of the Services, including all copyright in any works produced. This assignment is effected in writing pursuant to section 90 of the Copyright, Designs and Patents Act 1988 and takes effect upon the creation of each such work.

7. Additional Terms and Conditions

8. Severability

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck, and the remaining provisions shall remain in full force and effect.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of England and Wales. The parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales in respect of any dispute or claim arising out of or in connection with this Agreement.

10. Entire Agreement

This Agreement, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Client and the Contractor.

CONTRACTOR

CONTRACTOR (Print Name)

Signature of Contractor

Date (DD/MM/YYYY):

COMPANY/CLIENTBy:

Its:

WITNESS (Contractor)Name:

Address:

Occupation:

Signature:

Date:

WITNESS (Client)Name:

Address:

Occupation:

Signature:

Date:
