

Freelance Contract uk

A self-employed contractor agreement governed by the law of England and Wales

1. PARTIES AND DATE

This Freelance Contract ("Agreement") is made between the Client and the Contractor named below, for good and valuable consideration, on the date set out below. The Contractor contracts as a self-employed independent contractor and not as an employee or worker of the Client.

Date:
Client:
Address:
Contractor:
Address:
Contractor's UTR/Company Registration No. (if any):

2. SERVICES

The Contractor shall provide the services described below (the "Services") to the Client in accordance with the terms of this Agreement.

Description of Services:

Start date: End date/duration:

3. STATUS OF THE CONTRACTOR

The Contractor is an independent contractor providing the Services in the course of the Contractor's own business, and nothing in this Agreement creates a contract of employment, partnership, or agency between the parties. The Client shall not be liable for the Contractor's income tax, National Insurance contributions, or VAT, and the Contractor shall be solely responsible for accounting to HM Revenue and Customs for these, save where the Client is required by law to operate PAYE in respect of the Contractor's fees under the off-payroll working rules.

4. RIGHT OF SUBSTITUTION

The Contractor may, at the Contractor's own cost, appoint a suitably qualified substitute to perform the Services in whole or in part, subject to the Client's prior approval of the substitute, such approval not to be unreasonably withheld or delayed. The Contractor shall remain responsible for the acts and omissions of any substitute as if they were the Contractor's own. This right of substitution is a genuine and unfettered contractual right and is a material term of this Agreement.

5. CONTROL AND METHOD OF WORK

The Contractor shall exercise reasonable skill and care in performing the Services and shall determine, in the Contractor's own discretion, the method, manner, and means of performing the Services, subject to any reasonable specification or output requirements agreed with the Client. The Client shall not direct or control the day-to-day manner in which the Contractor performs the Services, and the Contractor is not required to work set hours save as reasonably necessary to meet agreed deadlines.

6. NO MUTUALITY OF OBLIGATION

The Client is under no obligation to offer further work to the Contractor, and the Contractor is under no obligation to accept any work offered, beyond the Services specifically agreed under this Agreement. Each engagement of the Contractor's services is a separate exercise of discretion by both parties.

7. FEES AND PAYMENT

Fee basis (day rate/fixed fee/other): £ Payment terms (e.g. 30 days from invoice):

Invoicing arrangements:

The Contractor shall be responsible for accounting for VAT on fees where the Contractor is VAT-registered, and shall provide the Client with valid invoices. Fees stated in this Agreement are exclusive of VAT unless stated otherwise.

8. EXPENSES AND EQUIPMENT

Save as otherwise agreed in writing, the Contractor shall bear the cost of the Contractor's own equipment, materials, and expenses incurred in performing the Services, and shall not be entitled to reimbursement of expenses unless agreed in advance with the Client.

Agreed reimbursable expenses (if any):

9. INTELLECTUAL PROPERTY

The Contractor hereby assigns to the Client, with full title guarantee, all present and future intellectual property rights in any work product created by the Contractor in the course of performing the Services, including copyright, database rights, and design rights, to the extent not already vested in the Client by operation of law. The Contractor shall, at the Client's request and expense, execute any further documents necessary to give effect to this assignment. This clause does not affect ownership of any pre-existing materials or tools the Contractor uses to perform the Services.

10. CONFIDENTIALITY

Each party shall keep confidential all non-public information disclosed by the other in connection with this Agreement, and shall not disclose such information to any third party or use it for any purpose other than performing this Agreement, save as required by law or regulation.

11. RESTRICTIVE COVENANTS

For the period specified below following termination of this Agreement, the Contractor shall not solicit any client or customer of the Client with whom the Contractor had material dealings in the course of the Services. This restriction applies only to the extent reasonably necessary to protect the Client's legitimate business interests; a restriction that goes further than is reasonably necessary may be held void as an unlawful restraint of trade.

Restricted period after termination:

12. LIABILITY AND INSURANCE

The Contractor shall maintain adequate professional indemnity and public liability insurance appropriate to the Services, and shall provide evidence of such insurance on the Client's reasonable request. Nothing in this Agreement excludes or limits either party's liability for death or personal injury caused by negligence, for fraud, or for any other liability that cannot lawfully be excluded or limited.

13. TERMINATION

Either party may terminate this Agreement by giving written notice of the period specified below. Either party may terminate this Agreement immediately by written notice if the other party commits a material breach of this Agreement that is not remedied within 14 days of written notice, or becomes insolvent.

Notice period:

14. GENERAL

(a) This Agreement constitutes the entire agreement between the parties relating to the Services. (b) No variation of this Agreement shall be effective unless made in writing and signed by both parties. (c) If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect. (d) This Agreement does not create a partnership, agency, or employment relationship between the parties. (e) This Agreement, and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims), shall be governed by and construed in accordance with the law of England and Wales, and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

15. SIGNATURES

Signed by the parties as evidence of their agreement to the terms above.

For and on behalf of the Client

Signature:
Date: Print Name:
Position/Title:

Contractor

Signature:
Date: Print Name: