

# Contract for services - for example purposes only

## Agreement

This Agreement is made on [insert date]

Between:

Bate Brand Communications of Top Floor, 12 Belvedere Street, Ryde, Isle of Wight PO33 2JW ("the Organisation"); and

[Insert name of consultant] (the "Consultant") of [insert address of consultant]

Whereas:

The Organisation and the Consultant have agreed the following terms for the provision of the Consultant's Services to the Organisation.

It is agreed as follows:

### 1 Definitions

In this Agreement:

**1.1** The clause headings do not form part of this agreement and shall not be taken into account to assist in its interpretation.

**1.2** Words importing one gender include both genders and words importing the singular include the plural and vice versa (unless the context otherwise requires).

**1.3** Any reference to any statutory provision includes a reference to any statutory modification of it.

**1.4** The Fee: means the fee payable below.

**1.5** Confidential Information: means information relating to the business, finances, commercial activities, products, clients or affairs of the Organisation confidential to it (or them) or treated by it (or them) as such and trade secrets relating to the business of the Organisation or any of its clients, students, suppliers or customers.

Confidential Information includes (by way of example only and without limitation) technical data, know-how, financial information, financial forecasts, marketing strategies, password and security information.

**1.6** Commencement Date: means [insert date].

**1.7** Term: means the period commencing on the 'Commencement Date' and terminating on the 'Termination Date'.

**1.8** Termination Date: means the date on which this Agreement ends.

**1.9** The Consultant: means an Individual or Company (and includes all individuals working within that Company)

**t** 0845 603 6483

**e** ahoy@batebrand.com

**w** www.batebrand.com

#### isle of wight

top floor, 12 belvedere street  
ryde, isle of wight PO33 2JW

#### oxfordshire

99 milton park innovation centre  
oxfordshire OX14 4RY

## 2 Commencement

The provision of the Services shall commence on the Commencement Date [insert date] and shall continue until the Project has been completed to the agreed Project Brief and to the satisfaction of the Organisation. It is expected that the Project will be completed by no later than [insert date.]

Subject to prior termination by either the Organisation or the Consultant giving the other not less than one months notice in writing.

## 3 The Services

**3.1** The Consultant shall provide Services as specified below as a consultant on the Project identified in the Project Brief :

[delete as appropriate]:

Copyright  
Graphic Design  
Photography  
Illustration  
Marketing  
Internet

(the "Services") to the Organisation.

**3.2** This Agreement sets out the terms under which the Consultant shall provide Services for the Organisation on a freelance basis. For the avoidance of doubt the Organisation shall not be obliged to provide the Consultant with any work and the Consultant will not be obliged to perform any work unless and until the Organisation has requested and the Consultant has agreed to perform such work.

**3.3** The Consultant agrees to, as and when requested by the Organisation, and in accordance with any brief and deadline set by the Organisation, to supply the Services as required by the Organisation.

**3.4** The Consultant may determine the manner in which the Services are provided. The Organisation is not obliged to supervise the Consultant.

**3.5** The Consultant shall, as and when requested to do so by the Organisation, provide information to the Organisation (in writing if so required) about any aspect of the provision of the Services.

## 4 Facilities and equipment

**4.1** The Consultant shall be responsible for the provision (at the Consultant's own expense) of any office, secretarial support, administrative support, business stationery, textbooks or reference material, telephone, computer, telecommunications and/or other facilities and equipment and vehicle required for the proper provision of the Services.

**4.2** If the Consultant does have access to any facilities or equipment belonging to the Organisation, upon termination of the Agreement, the Consultant shall return all books, documents, papers (including copies), computer equipment, software, disks, and any other property that belongs to the Organisation.

This will include, but is not limited to, facilities or equipment that is in the Consultant's possession or control or that were given to the Consultant by the Organisation to enable the Consultant to perform his or her work for it.

Where any confidential information or other information is in the Consultant's possession or control in electronic form, including confidential log in or passwords relating to the Organisation, the Consultant shall return to the Organisation any magnetic media containing such information and delete it from any storage device (such as the hard drive of a personal computer) possessed or controlled by the Consultant.

**t** 0845 603 6483

**e** ahoy@batebrand.com

**w** www.batebrand.com

### isle of wight

top floor, 12 belvedere street  
ryde, isle of wight PO33 2JW

### oxfordshire

99 milton park innovation centre  
oxfordshire OX14 4RY

## 5 Substitution

**5.1** The Services will normally be provided by the Consultant personally. In the event that the Consultant is unable to provide the Services personally on the agreed dates or within the agreed time scale, the Consultant shall provide a substitute of equivalent skill and expertise.

**5.2** The Consultant is responsible for guaranteeing that the substitute will abide by this Agreement. The Organisation reserves the right to require the substitute to sign a copy of this Agreement.

**5.3** The Consultant agrees to promptly notify the Organisation in all cases where the Consultant is unable to provide a substitute.

## 6 Other activities of the Consultant

**6.1** It is understood that the Consultant may act as a consultant, or be engaged in any other working relationship, or provide Services to a third party or third parties.

Provided such arrangements do not prevent the proper provision of the Services, the Consultant is under no obligation to notify the Organisation of, or obtain any approval or consent from the Organisation in respect of such arrangements.

**6.2** For the avoidance of doubt, the Consultant is not subject to any restrictions regarding the provision of Services to any third party.

## 7 Termination

**7.1** The Organisation may terminate or suspend the performance of its obligations under the Agreement immediately upon giving written notice to the Consultant without liability for compensation or damages if the Consultant, by way of example:

- fails to comply with the terms and conditions of this Agreement where such failure (if capable of remedy) remains un-remedied 30 days after notice of such breach has been served by the Organisation on the Consultant
- dies, becomes bankrupt, has a receiving order made against him or her or suffers any similar action as a result of debt
- is unable or prevented from carrying out duties under this Agreement through incapacity or any other cause for a number of weeks exceeding a total of two consecutive weeks in the period of this Agreement.
- wilfully neglects to perform his or her duties under this Agreement and, in particular, fails to take steps to remedy any fault in work produced by the Consultant within 48 hours of being notified of that fault
- acts in any way which in the opinion of the Organisation brings or will bring the Organisation into disrepute
- purports to assign the benefit or burden of this Agreement.

**7.2** The Consultant may terminate or suspend the performance of his or her obligations under this Agreement immediately upon giving written notice to the Organisation without liability for compensation or damages, if the Organisation:

- fails to comply with the terms and conditions of this Agreement where such failure (if capable of remedy) remains un-remedied 30 days after notice of such breach has been served by the Consultant on the Organisation
- purports to assign the benefit or burden of this Agreement.

**t** 0845 603 6483  
**e** ahoy@batebrand.com  
**w** www.batebrand.com

**isle of wight**  
top floor, 12 belvedere street  
ryde, isle of wight PO33 2JW

**oxfordshire**  
99 milton park innovation centre  
oxfordshire OX14 4RY

## 8 Confidentiality

**8.1** In the course of the provision of the Services the Consultant is likely to have access to secret or confidential information (whether recorded in writing or on computer disk or in any other manner) regarding the affairs of the Organisation and its clients, customers and business associates. For example:

- details of requirements of clients, suppliers, consultants or other contractors of the Organisation including, without limitation, the fees and commissions charged to or by them and the terms of business with them
- advertising, marketing or promotional campaigns
- expansion plans, business or marketing strategies and sales forecasts
- financial information, results and forecasts
- information relating to pitches and tenders
- research activities, inventions
- secret processes, designs, formulae and product lines
- confidential reports or research commissioned
- any trade secrets of the Organisation or any other Organisation in the Group including know-how and confidential transactions
- technical data
- know-how
- password and security information.

**8.2** During the provision of the Services and after the cessation of such provision the Consultant shall not use (save for the benefit of the Organisation) and shall not disclose, divulge or communicate directly or indirectly to any third party any such Confidential Information without the Organisation's prior written consent.

**8.3** Any confidential personal information held by the Organisation concerning the Consultant is held in compliance with the Data Protection Act 1998.

**8.4** Any confidential personal information held by the Consultant concerning the Organisation or any of its clients, students suppliers or customers must be held in compliance with the Data Protection Act 1998.

## 9 Intellectual Property and moral rights

Once full and final payment of the amount specified in this Agreement has been made to the Consultant by the Organisation, the Organisation will retain all moral rights in, and ownership of, all intellectual property that is created by the Consultant under this Agreement. This includes but is not limited to all pencil sketches, design concepts, through to the finished print ready artwork including ; copy writing, photography, illustrations etc. All digital collateral created including bespoke code, software and HTML.

If the Consultancy wishes to retain any moral rights in, or ownership of, any intellectual property created under this agreement, a request should be put in writing to the Organisation.

## 10 Restrictive Covenant

During the period of this Agreement and within 24 months following the termination of this Agreement the Consultant will not take any actions (directly or through a third party) which relate to this Agreement. Specific examples of such restrictions are:

- Canvassing, soliciting or endeavouring to entice away any person, client or customer who has had dealings with the Organisation.
- Attempting to discourage any person, firm or organisation from having dealings with the Organisation
- Taking action which might damage the activities of the Organisation.

**t** 0845 603 6483

**e** ahoy@batebrand.com

**w** www.batebrand.com

### isle of wight

top floor, 12 belvedere street  
ryde, isle of wight PO33 2JW

### oxfordshire

99 milton park innovation centre  
oxfordshire OX14 4RY



## 11 Payment

**11.1** The Organisation shall pay the Consultant a total project fee of [insert amount.]

**11.2** The Consultant shall keep an accurate, complete and up-to-date record of the hours completed for the Organisation by using either timesheets held on software nominated by the Organisation or using the Consultants own documentation.

**11.3** No fee shall be payable by the Organisation in respect of any day on which it has been agreed that the Consultant shall provide the Services and in which the Consultant (or an appropriate substitute) has not, in fact, provided such Services.

**11.4** Without prejudice to its other rights and remedies, the Organisation reserves the right to make no payment, or to make part payment, in respect of any Services of a standard below that which the Organisation may reasonably expect.

**11.5** The Consultant shall be responsible for all travel, subsistence and other disbursements incurred by the Consultant in the proper provision of the Services and such sums shall not be reimbursed by the Organisation. Any exceptions to this must be agreed in advance in writing. (e.g. Air flight tickets)

**11.6** The Consultant shall submit VAT invoices (if appropriate) in respect of the Services provided on a monthly basis (in arrears), detailing:

- Project name e.g. xx business cards
- The Organisations project number
- Timesheet (either electronically or hard copy)
- The hourly rate at (or other basis on e.g. fixed fee) which such fees have been calculated
- The Services to which those fees relate (including dates).
- The fee due

Such invoices will be marked for the attention of Mark Bate and sent to the Organisation address (above).

**11.7** The Organisation shall pay the Consultant by BACS to the Consultant's nominated bank account within 45 days of receipt of any such invoice.

**11.8** The Organisation shall cease to be liable to pay the Consultant's fee after the Termination Date, except for that which has already become due and payable.

**11.9** The Consultant authorises the Organisation to deduct from the fee such sums on account of any losses suffered by the Organisation as a result of negligence or breach of duty in the Consultant's performance of the Services.

## 12 Tax contributions

**12.1** The Consultant and the Organisation acknowledge that it is intended that the Consultant is a self-employed person. Nothing in this Agreement shall render the Consultant an employee, agent or partner of the Organisation, and the Consultant shall not hold [himself/herself] out as such.

**12.2** As a self-employed person, the Consultant is not entitled to any benefits provided to the Organisation's employees, including, for example:

- paid holidays
- private medical insurance
- pension

**t** 0845 603 6483

**e** ahoy@batebrand.com

**w** www.batebrand.com

### isle of wight

top floor, 12 belvedere street  
ryde, isle of wight PO33 2JW

### oxfordshire

99 milton park innovation centre  
oxfordshire OX14 4RY

- sick pay
- season ticket loan
- life assurance
- permanent health insurance
- the opportunity to participate in any savings related share option plan
- any other fringe benefits provided by the Organisation.

**12.3** The Consultant will be solely liable for the payment of any tax or social security contributions payable on any fees or expenses paid to him or her by the Organisation arising in consequence of the Agreement.

### **13 Miscellaneous**

**13.1** In addition to this Agreement the Organisation works to a published Code of Conduct. The Consultant agrees to abide by this Code of Conduct when dealing with the Organisation and any of its clients, students, suppliers or customers.

The Organisation reserves the right to amend this Code of Conduct from time to time. The Consultant will be informed of any such amendments.

**13.2** This Agreement and the Code of Conduct outlined in 13.1 constitutes the whole agreement between the parties in respect of the provision of the Services by the Consultant to the Organisation and there are no other promises, terms, conditions understanding, arrangements or obligations oral or written other than those contained in this Agreement.

**13.3** No variation of this Agreement will be valid unless confirmed in writing and signed by or on behalf of both parties.

**13.4** This Agreement shall be governed and construed in all respects by English law and the parties to it irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales.

**13.5** A person, firm, company or corporation who or which is not a party to this Agreement shall have no right to enforce any term of this Agreement.

**13.6** This Agreement has been prepared in duplicate and shall be deemed concluded when each copy has been signed by, or on behalf of, each party.  
This agreement has been duly executed as a deed on the date stated above.

Signed by: [Insert name, job title, date]  
for and on behalf of the Organisation  
in the presence of: [insert name]

Signed by the Consultant: [insert name]  
in the presence of: [insert name]

Witness signature:  
Witness name:  
Address: [insert address]  
Occupation: [insert occupation]

Date: [insert date]

**t** 0845 603 6483  
**e** ahoy@batebrand.com  
**w** www.batebrand.com

**isle of wight**  
top floor, 12 belvedere street  
ryde, isle of wight PO33 2JW

**oxfordshire**  
99 milton park innovation centre  
oxfordshire OX14 4RY

