

CONTRACT OF SERVICES (self-

THIS AGREEMENT is made on the
year]

BETWEEN:

[Insert company's name], the "con

AND

[Insert self-employed person's name]

WHEREBY IT IS AGREED as follows

1. Interpretation

Reference in this Agreement to the
any reference to the singular shall

2. Performance of Services

2.1 The consultant shall perform the
services to be provided by the con

2.2 The consultant shall, in the pe
company health and safety proced
company from time to time.

2.3 The consultant shall abide by a
performance of his services.

2.4 The consultant agrees to carry
expertise, skill, and care and due c
professional standards and in a ma
company.

2.5 The consultant undertakes to p
mistakes and to promptly correct a
mistakes howsoever discovered.

2.6 Unless otherwise agreed in writing, the consultant shall, at his own expense, all materials, tools, and equipment required for the discharge of his services under the contract.

3. Location of Provision of Services

The consultant will be responsible for the location of his services. *[Specify - workplace address]* and the discharge of his services shall require the consultant to work at any other office held by the company.

4. Fees

4.1 The company shall pay the consultant a fee of *[Specify words and numbers, e.g. £20,000]* *[Specify - weekly in arrears/monthly in advance]* *[Specify day in the month, e.g. Friday of every month]*. Such payment shall be inclusive of all taxes (including Value Added Tax), levies and profits incidental to the contract.

4.2 The consultant agrees to provide services accompanied by any reasonable staff and equipment that may be required.

4.3 The consultant agrees to indemnify the company and pay any PAYE tax or class 1 National Insurance liability subsequently arise in relation to the Agreement.

5. Expenses

Upon being presented with proof of expenses incurred by him in performing his services, the company will meet the amount of these expenses to him *[Specify - weekly in arrears/monthly in advance]*. The company will meet the

[Insert list of expenses that will be met by the company, e.g. accommodation]

6. Records

6.1 The consultant shall keep and maintain in connection with the services provided, including all books, accounts and other records for a period of at least [*insert amount in words and number of* the calendar year in which the services

6.2 The company reserves the right to inspect all records of the consultant which relate to this agreement and to copy such records on giving the consultant reasonable notice in writing.

7. Insurance

7.1 The consultant shall secure, effect and maintain insurance relating to i) Employer's Liability insurance and ii) Professional Indemnity Insurance with a sum assured of [*Insert amount in words and number of Pounds*].

7.2 The consultant shall indemnify and hold the company, its consultants, contractors and invitees harmless from all liability or proceedings in respect of claims, damages whatsoever or loss or damage to a third party as a result of the negligent performance of the consultant, its employees, agents, contractors or subcontractors.

8. Conflict Of Interest

8.1 The consultant will not place himself in a position of conflict with that of the company.

8.2. The consultant will declare to the company any other business in competition with the company or the consultant's spouse or child or any other person but is not limited to family businesses, sole traders or suppliers of the company, private companies, partnerships, organisations and statutory bodies. Any such interests may be notified to him by the company. The company has an interest.

8.3 The consultant may not accept any gifts or benefits [*£25, Twenty-Five Pounds*] from any person who is involved on company business and the company prior to accepting such gifts or benefits.

9. Intellectual Property

9.1. Any patent or design rights arising from work contracted to provide to the company shall belong to the company. This includes but is not limited to data, reports, documents, photographs and codes.

9.2. The copyright in any material created by the consultant under the Agreement shall be assigned to the consultant agrees to assign to the company, registered or unregistered trademarks.

9.3 The consultant agrees to indemnify the company from any loss, damage, injury or claims arising from the consultant's intellectual property rights resulting from the consultant's services and shall reimburse the company for any other payments that the company makes in connection with such claims.

9.4 Neither the consultant nor the company shall initiate litigation relating to the infringement of the other's intellectual property rights without the prior consent of the other if such settlement or litigation would require the other to make any payment or part with any other rights.

10 Confidentiality

10.1 The consultant shall not during the term of this Agreement has been terminated until the consultant has obtained the prior consent of the company to disclose any secrets or proprietary data concerning the company or any of the company's customers or knowledge by reason of this Agreement.

a) Confidential information or trade secrets shall be limited to technical, commercial, financial and promotional information.

b) Proprietary data shall consist of the company's Customer lists, pricing data, source of supply, marketing data or merchandising strategy.

10.2. The consultant will not make any public statement or person associated with the media or other third parties.

suppliers or their activities without the approval of the Director of Marketing or a member of the Board of Directors.

10.3 The consultant acknowledges that the termination of this Agreement is likely to cause loss of business to the company and the company shall be entitled to a reasonable amount of damages in addition to any other available remedies.

11. Termination

11.1 The company may terminate this Agreement for any reason by giving [*insert period of notice*] to the consultant.

11.2 On termination the company shall pay the consultant a sum of fees, which is proportionate to the work done up to the date of termination, less any amount already paid, and of any default on the part of the consultant.

11.3 The company shall not be held liable for any losses of termination or any damages howsoever caused on account of such termination.

11.3. Upon termination the consultant shall return to the company any company property or any property of the company acquired by the consultant on behalf of the company, including credit cards, cars, equipment, papers, and other items of the same.

12. Notices

Any notices served under this agreement shall be sent by first class post, telex or facsimile to the following addressees for the company and the consultant:

13. Variation

No variation of this agreement shall be made unless it is signed by both parties. The company may terminate the consultant at any time by serving written notice in writing to the consultant.

14. Force Majeure

14. No delay, failure or omission to do or perform any obligations under this Agreement due to such delay, failure or omission arising out of a party's control.

15. Severability

It is hereby declared that the foregoing clauses of this Agreement shall be severable from the rest. Should any part of this Agreement be found invalid it shall not affect the remaining paragraphs and clauses.

16. Prior Agreements

This Agreement sets out the entire agreement between the parties and is in substitution of any other agreement between the company and the consultant.

17. Jurisdiction

This Agreement shall be construed and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

SIGNED (for and on behalf of):

[Insert company name]

[Insert name of person signing on behalf of company]

[Insert their position]

Signature: _____

SIGNED by the consultant:

[Insert consultant's name]

Signature: _____

EXAMPLE AGREEMENT

CONTRACT OF SERVICES (self-

THIS AGREEMENT is made on the

BETWEEN:

Acme Digital Partners, the "com

AND

John Brown, the "consultant"

WHEREBY IT IS AGREED as follows

1. Interpretation

Reference in this Agreement to the
any reference to the singular shall

2. Performance of Services

2.1 The consultant shall perform t

2.2 The consultant shall, in the pe
company health and safety proced
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expertise, skill, and care and due c
professional standards and in a ma
company.

2.5 The consultant undertakes to p
mistakes and to promptly correct a
mistakes howsoever discovered.

2.6 Unless otherwise agreed in writing, the consultant shall, at his own expense, all materials, tools, and equipment required for the performance of the contract.

3. Location of Provision of Services

The consultant will be responsible for providing all services at **Street, London W2 8PP** and at such other locations as may be required for the discharge of his services shall require the consultant to work at any other office held by the company.

4. Fees

4.1 The company shall pay the consultant a fee of **Thousand Pounds per year paid every month**. Such payment shall include all taxes, contributions, levies and profits including Value Added Tax (other than Value Added Tax).

4.2 The consultant agrees to provide all services accompanied by any reasonable staff and equipment as may be required.

4.3 The consultant agrees to indemnify the company and pay any PAYE tax or class 1 National Insurance liability subsequently arise in relation to the Agreement.

5. Expenses

Upon being presented with proof of expenses incurred by him in performing his duties, the company shall reimburse the amount of these expenses to him and shall meet the following expenses:

Reasonable travel expenses on

6. Records

6.1 The consultant shall keep and maintain all records in connection with the services provided, including all books, accounts and documents, for a period of at least **six** months from the date in which the services are performed.

6.2 The company reserves the right to delete or destroy any records of the consultant which relate to this agreement, including but not limited to such records on giving the consultant access to the company's information.

7. Insurance

7.1 The consultant shall secure, and maintain, adequate insurance cover relating to i) Employer's Liability insurance, ii) Public Liability insurance and iii) Professional Indemnity Insurance with a minimum cover of **£500,000, Five Hundred Thousand Pounds**.

7.2 The consultant shall indemnify and hold the company harmless from all liability or proceedings in respect of the consultant's negligence, whether or not whatsoever or loss or damage to a third party, arising as a result of the negligent performance of the consultant's duties by the consultant, employees, agents, contractors or subcontractors.

8. Conflict Of Interest

8.1 The consultant will not place himself in a position where there is a conflict with that of the company.

8.2. The consultant will declare to the company any other business or interest in business in competition with the company or the consultant's spouse or child, but is not limited to family businesses, joint ventures, partnerships or suppliers of the company, private companies, public limited companies, organisations and statutory bodies. Any such interests may be notified to him by the company. The consultant's interest.

8.3 The consultant may not accept any gifts or hospitality worth more than **Pounds** from any business or person with whom the consultant is in business and must always seek permission from the company for such gifts or hospitality.

9. Intellectual Property

9.1. Any patent or design rights arising from the consultant's work contracted to provide to the company, shall belong to the company. This includes data, reports, documents, photographs and codes.

9.2. The copyright in any material services by the consultant under the consultant agrees to assign to names, registered or unregistered

9.3 The consultant agrees to indemnify any loss, damage, injury or claims intellectual property rights resulting services and shall reimburse the cost other payments that the company

9.4 Neither the consultant nor the litigation relating to the infringement consent of the other if such settlement other to make any payment or part other rights.

10 Confidentiality

10.1 The consultant shall not during Agreement has been terminated unless without the prior consent of the company secrets or proprietary data concerning of the company or any of the company knowledge by reason of this Agreement

a) Confidential information or trade be limited to technical, commercial promotional information.

b) Proprietary data shall consist of Customer lists, pricing data, source marketing data or merchandising s

10.2. The consultant will not make person associated with the media suppliers or their activities without Director of Marketing or a member

10.3 The consultant acknowledges Agreement is likely to cause loss of the company shall be entitled to an addition to any other available rem

11. Termination

11.1 The company may terminate this agreement for any reason by giving **4 weeks** notice in writing to the consultant.

11.2 On termination the company shall pay the consultant a sum of fees, which is proportionate to the work done up to the date of termination, less any amount already paid, and of any default on the part of the consultant.

11.3 The company shall not be held liable for any costs of termination or any damages howsoever caused on account of such termination.

11.3. Upon termination the consultant shall return to the company any company property or any property acquired or used by the consultant on behalf of the company, including credit cards, cars, equipment, papers and other items of the same.

12. Notices

Any notices served under this agreement shall be sent by first class post, telex or fax to the addresses for the company and the consultant.

13. Variation

No variation of this agreement shall be made unless signed by both parties. The company shall not terminate the consultant at any time by serving notice on the consultant.

14. Force Majeure

14. No delay, failure or omission to perform any obligations under this agreement shall constitute a breach of contract if such delay, failure or omission arises out of circumstances beyond the party's control.

15. Severability

It is hereby declared that the foregoing clauses of this Agreement shall be severable from the other. Should any part of this Agreement be found invalid it shall not affect the validity of the remaining paragraphs and clauses.

16. Prior Agreements

This Agreement sets out the entire agreement between the parties and is in substitution of any other agreement between the company and the consultant.

17. Jurisdiction

This Agreement shall be construed and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

SIGNED (for and on behalf of):

Acme Digital Partners
Peter R Jones
Managing Director

Signature: _____

SIGNED by the consultant:

John Brown

Signature: _____

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