**Contract for services (independent contractor agreement)**

This document can be used as the basis for an agreement with a genuine independent contractor, freelance or consultant. For the purposes of this agreement, the term “consultant” is used.

It is intended to be used as a contract for services rather than an employment contract.

The following presupposes that the consultant works for a number of different organisations, carries on a business on his/her own account or is self-employed and demonstrates the ability to take financial risks and make profit on his/her own account.

Agreement

This agreement is made on *[insert date]*

Between:

*[Insert name of organisation engaging contractor]* whose registered office is at *[insert address of organisation]* (“the organisation” or “the company”); 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.

Now it is agreed as follows.

**Definitions**

In this agreement:

* The clause headings do not form part of this agreement and shall not be taken into account to assist in its interpretation.
* Words importing one gender include both genders and words importing the singular include the plural and vice versa (unless the context otherwise requires).
* Any reference to any statutory provision includes a reference to any statutory modification of it.
* The fee means the fee payable below.
* The board means the board of directors of the organisation for the time being and from time to time or any committee properly delegated powers by it.
* 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.
* Commencement date means *[insert date]*.
* Term means the period commencing on the ‘commencement date’ and terminating on the ‘termination date’.
* Termination date means the date on which this agreement ends.

**Commencement**

The provision of the services shall commence on the commencement date *[insert date]* and shall continue until *[insert date when task will be completed]* subject to prior termination by either the organisation or the consultant giving the other not less than *[insert number of months, eg three]* months’ notice in writing.

**The services**

The consultant shall provide services as specified below as a consultant on:

*[Insert as appropriate:*

* *engineering*
* *information*
* *technology*
* *legal*
* *design*
* *academic*
* *HR*
* *publishing matters]*

(the “services”) to the organisation.

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.

*[Select from the paragraphs below and delete as appropriate]*

The consultant agrees to, as and when requested by the organisation, and *[optional – in a reasonable time after receiving each request]*.

*[OR]*

The consultant agrees to, as and when requested by the organisation, and *[optional – in accordance with any brief and deadline set by the organisation]* to supply the services as required by the organisation.

The consultant may determine the manner in which the services are provided. The organisation is not obliged to supervise the consultant.

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.

**Facilities and equipment**

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.

The organisation shall make available suitable studio/office accommodation at its premises as are necessary for delivery or performance of the services, and on occasion such equipment as *[insert details]*.

If the consultant does have access to any facilities or equipment belonging to the organisation, on termination of the agreement the consultant shall return all books, documents, papers (including copies), computer equipment, 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 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.

**Substitution**

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.

The consultant agrees to promptly notify the organisation in cases of illness or accident where the consultant is unable to provide a substitute.

**Other activities of the consultant**

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 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.

For the avoidance of doubt, the consultant is not subject to any restrictions regarding the provision of services to any third party.

**Termination**

The organisation may terminate or suspend the performance of its obligations under the agreement immediately on 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 unremedied 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 *[insert number]* weeks in any period of *[insert number]* weeks
* wilfully neglects to perform his or her duties under this agreement and, in particular, fails to remedy any fault in work produced by the consultant within *[insert number of days]* 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.

The consultant may terminate or suspend the performance of his or her obligations under this agreement immediately on 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 unremedied 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.

**Confidentiality**

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:

*[Insert examples from the following selection or as required:*

* *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*
* *details of the organisation’s employees and of the remuneration and other benefits paid to them*
* *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*
* *financial information*
* *financial forecasts*
* *password and security information]*.

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.

**Payment**

*[Select from paragraphs below and delete as appropriate]*

The organisation shall pay the consultant fees *[calculated at the applicable hourly/daily rate]*.

*[OR]*

The organisation shall pay the consultant fees at the rate of £*[insert amount]* per month payable in arrears plus VAT if appropriate. The rate and amounts specified in this agreement are expressed exclusive of any value added tax due.

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.

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.

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.

The consultant shall submit VAT invoices (if appropriate) in respect of the services provided, detailing:

* the fees due
* the hourly/daily rate at (or other basis on) which such fees have been calculated
* the services to which those fees relate (including dates).

Such invoices shall be addressed to the organisation, marked for the attention of *[insert job title]* and sent to the organisation at *[insert registered or other address]*.

The organisation shall pay the consultant *[delete as appropriate – by cheque posted to the consultant’s above address/by BACS to the consultant’s nominated bank account]* within 30 days of receipt of any such invoice.

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.

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.

**Tax contributions**

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 *[delete as appropriate – himself/herself]* out as such.

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
* 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.

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.

If for any reason the organisation pays any income tax, or similar contributions on the consultant’s behalf, the organisation is entitled to demand, and the consultant will provide, a full and immediate indemnity for all such payments made.

**Miscellaneous**

This agreement 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.

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

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.

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.

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: *[insert job title]*

Date: *[insert date]*

for and on behalf of the organisation *[insert company name]*

in the presence of: *[insert name]*

Signed by the consultant: *[insert name]*

in the presence of: *[insert name]*

Witness signature:

Witness name: *[insert name]*

Address: *[insert address]*

Occupation: *[insert occupation]*

Date: *[insert date]*