**Freelance Consultant Contract Template**

THIS AGREEMENT is made on [insertdate]

BETWEEN:

(1) XXXXX whose registered office is atEnter address (‘the Company’); and

(2) XXXXX (the ‘Consultant’) of [insert address of consultant]

WHEREAS:

The Company and the Consultant have agreed the following terms for the provision of the Consultant’s Services to the Company

NOW IT IS AGREED as follows:

1 DEFINITION

In this agreement:

1.1Words importing one gender include both genders and words importing the singular include the plural and vice versa (unless the context otherwise requires).

1.2Any reference to any statutory provision includes a reference to any statutory modification of it.

1.3 The Fee: means the fee payable below.

1.4Confidential Information: means information relating to the business, finances, commercial activities, products, clients or affairs of the Company confidential to it (or them) or treated by it (or them) as such and trade secrets relating to the business of the Company 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.

1.5 Commencement Date: means [insert date]

1.6 Term: means the period commencing on the ‘Commencement Date’ and terminating on the ‘Termination Date’.

1.7 Termination date: means the date on which this Agreement ends.

2 Commencement

The provision of the Services shall commence on the Commencement Date [insert date] and shall continue until XXXXXsubject to prior termination by either the Company or the Consultant giving the other not less than two weeks notice in writing.

3 The Services

3.1 The Consultant shall provide Services as specified below asXXXXX

(the ‘Services’) to the Company.

1)

2)

3)

3.2 This Agreement sets out the terms under which the Consultant shall provide Services for the Company on a freelance basis. For the avoidance of doubt the Company 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 Company has requested and the Consultant has agreed to perform such work.

3.3 The Consultant agrees to, as and when requested by the Company, to supply the Services as required by the Company.

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

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

4 Facilities and Equipment

4.1 The Company shall make available suitable space as are necessary for delivery or performance of the Services, and equipment. All equipment will remain property of the Company and must be returned on termination of the Contract.

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 Company of, or obtain any approval or consent from the Company in respect of, such arrangements.

7 Termination

7.1 The Company 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 which (if capable of remedy) shall remain unremedied 30 days after notice of such breach has been served by the Company 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 5 weeks in any period of 10 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 5 days of being notified of that fault
* acts in any way which in the opinion of the Company brings or will bring the Company 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 Company without liability for compensation or damages if the Company:

* fails to comply with the terms and conditions of this Agreement which (if capable of remedy) shall remain un-remedied 30 days after notice of such breach has been served by the Consultant on the Company
* purports to assign the benefit or burden of this agreement.

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 Company and its clients, customers and business associates.

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 Company) and shall not disclose, divulge or communicate directly or indirectly to any third party any such Confidential Information without the Company’s prior written consent.

9 Payment and Hours

9.1 The Company shall pay the Consultant fees at the following rateXXXXX

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

9.3 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 Company.

9.4 The Consultant shall submit VAT invoices (if appropriate) in respect of the Services provided, detailing:

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

Such invoices shall be addressed to the Company. These should be sent to the company monthly.

9.5 The Company shall pay the Consultant by cheque to be posted to the Consultant’s above address within 30 days of receipt of any such invoice.

9.6 The Company 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.

9.7 You authorise the Company to deduct from the Fee such sums on account of any losses suffered by the Company as a result of negligence or breach of duty in the Consultant’s performance of the Services.

10 TAX CONTRIBUTIONS

10.1 The Consultant and the Company 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 Company, and the Consultant shall not hold himself/herself out as such.

10.2 For the avoidance of doubt, as a self-employed person, the Consultant is not entitled to any benefits provided to the Company’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 or any other fringe benefits provided by the Company.

10.3 For the avoidance of doubt 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 Company arising in consequence of the Agreement.

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11 Miscellaneous

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

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

11.3 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.

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 Company

Signed by the Consultant: [insert name]