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CONTRACT OF SERVICES (self-employed)

(Drafted for a company using a consultant)

THIS AGREEMENT is made on the *[insert day]* day of *[insert month]* *[insert year]*

BETWEEN:

[Insert company's name], the "company"

AND

[Insert self-employed person's name], the "consultant"

WHEREBY IT IS AGREED as follows:

1. Interpretation

Reference in this Agreement to the masculine shall include the feminine and any reference to the singular shall include the plural.

2. Performance of Services

2.1 The consultant shall perform the duties of *[insert the nature of the services to be provided by the consultant]*

2.2 The consultant shall, in the performance of his duties, abide by all company health and safety procedures and rules and regulations issued by the company from time to time.

2.3 The consultant shall abide by all applicable laws relating to the performance of his services.

2.4 The consultant agrees to carry out his services with the highest degree of expertise, skill, and care and due diligence and in accordance with good professional standards and in a manner, which is reasonably acceptable to the company.

2.5 The consultant undertakes to provide these services free from defects and mistakes and to promptly correct at his own expense any such defects or mistakes howsoever discovered.

2.6 Unless otherwise agreed in writing, the consultant shall provide, at his own expense, all materials, tools, equipment and labour in order to complete the contract.

3. Location of Provision of Services

The consultant will be responsible for the provision of his services at *[Insert location e.g. workplace address]* and at such other places as the satisfactory discharge of his services shall require and shall if required, temporarily assist at any other office held by the company now or in the future.

4. Fees

4.1 The company shall pay the consultant a gross fee of *[Insert amount in words and numbers, e.g. £20,000, Twenty Thousand Pounds]* per year paid *[Specify - weekly in arrears/monthly in arrears]* on *[Specify day of the week or day in the month, e.g. Friday of every week/on the 15th day of every month]*. Such payment shall be inclusive of all taxes, wages, duties, contributions, levies and profits incidental to the performance of the duties (other than Value Added Tax).

4.2 The consultant agrees to provide the company with an itemised invoice accompanied by any reasonable supporting documents that the company may require.

4.3 The consultant agrees to indemnify the company against any liability to pay any PAYE tax or class 1 National Insurance contributions should any such liability subsequently arise in relation to his fees or commission paid under this Agreement.

5. Expenses

Upon being presented with proof of payment of the consultant's expenses incurred by him in performing his duties the company shall reimburse the amount of these expenses to him at the end of each *[Insert period, e.g. month]*. The company will meet the following expenses:

[Insert list of expenses that will be covered, e.g. travel expenses and accommodation]

6. Records

6.1 The consultant shall keep and maintain true and complete records in connection with the services provided and all transactions related thereto including all books, accounts and correspondence and shall retain all such records for a period of at least [*insert months e.g. six months*] after the end of the calendar year in which the services are performed.

6.2 The company reserves the right to make an audit of all records of the consultant which relate to this agreement and take copies of extracts from such records on giving the consultant [*insert period of weeks e.g. 4 weeks*] notice in writing.

Sample document – the remaining are clause headings only
Full document contains all clauses

7. Insurance

8. Conflict of Interest

9. Intellectual Property

10. Confidentiality & Data Protection

11. Termination

12. Notices

13. Variation

14. Force Majeure

15. Severability

16. Prior Agreements

17. Jurisdiction

[Select one of the following statements -

This Agreement shall be interpreted construed and enforced in accordance with English law and shall be subject to the exclusive jurisdiction of the English Courts.

OR

This Agreement shall be interpreted in accordance with the laws of Scotland and shall be subject to the exclusive jurisdiction of the Scottish Courts.

SIGNED (for and on behalf of):

[Insert company name]

[Insert name of person signing on company's behalf]

[Insert their position]

Signature: _____

SIGNED by the consultant:

[Insert consultant's name]

Signature: _____

CONTRACT OF SERVICES (self-employed)

(Drafted for a consultant hired by a company)

THIS AGREEMENT is made on the *[insert day]* day of *[insert month]* *[insert year]*

BETWEEN:

[Insert company's name], the "company"

AND

[Insert self-employed person's name], the "consultant"

WHEREBY IT IS AGREED as follows:

1. Interpretation

Reference in this Agreement to the masculine shall include the feminine and any reference to the singular shall include the plural.

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2.1 The consultant shall perform the duties of *[insert the nature of the services to be provided by the consultant]*

2.2 The consultant shall, in the performance of his duties, abide by all company health and safety procedures and rules and regulations issued by the company from time to time, where informed of such by the company and where required provided with relevant training by the company.

2.3 The consultant shall abide by all applicable laws relating to the performance of his services.

2.4 The consultant will endeavour to carry out his services with the highest degree of expertise, skill, and care and due diligence and in accordance with good professional standards.

2.5 The consultant will endeavour to provide these services free from defects and mistakes and to promptly correct at his own expense any such defects or mistakes howsoever discovered.

2.6 Unless otherwise agreed in writing, the consultant shall provide, at his own expense, all materials, tools, equipment and labour in order to complete the contract.

3. Location of Provision of Services

The consultant will be responsible for the provision of his services at *[Insert location e.g. workplace address]* and at such other places as the satisfactory discharge of his services shall require and shall if required, temporarily assist at any other office held by the company now or in the future.

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4.2 The consultant agrees to provide the company with an itemised invoice accompanied by any reasonable supporting documents, where specifically requested by the company. The company agrees to pay such invoice in accordance with the terms of the invoice and not to withhold payment or seek part-payment of any invoice.

4.3 The consultant agrees to indemnify the company against any liability to pay any PAYE tax or class 1 National Insurance contributions should any such liability subsequently arise in relation to his fees or commission paid under this Agreement.

5. Expenses

Upon being presented with proof of payment of the consultant's expenses incurred by him in performing his duties the company shall reimburse the amount of these expenses to him at the end of each *[Insert period, e.g. month]*. The company will meet the following expenses:

[Insert list of expenses that will be covered, e.g. travel expenses and accommodation]

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OR

This Agreement shall be interpreted in accordance with the laws of Scotland and shall be subject to the exclusive jurisdiction of the Scottish Courts.

SIGNED (for and on behalf of):

[Insert company name]

[Insert name of person signing on company's behalf]

[Insert their position]

Signature: _____

SIGNED by the consultant:

[Insert consultant's name]

Signature: _____

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