

unity*dc freelancer agreement

This agreement is dated:

It is made between

unity dc limited of Orchard Lea, Winkfield Lane, Winkfield, Windsor, SL4 4RU (“The Client”)

And

of (“The Contractor”)

These Definitions apply to this agreement unless the context requires a different interpretation:

“Assignment” means the work to be done under this contract as fully described in paragraph 3.

“Confidential Information” means all information about both the Client and Contractor without limit. It includes information in the public domain. It includes amongst other things: information about staff, businesses, methods of doing business, future plans, policies, suppliers, customers and all intellectual property. It includes information about any agents, distributors or customers.

The terms of this Agreement are:

1 Purpose of Agreement:

The purpose of this agreement is to regulate the relationship between the Client and the Contractor in connection with the work described in paragraph 3.

2 Relationship of parties

2.1 This agreement does not create any partnership or joint venture between the parties.

2.2 The Contractor is not an agent of the Client and does not have authority to enter into any commitment on behalf of the Client.

3 Assignments

3.1 The assignments are each described in the briefing documents.

3.2 If the Client offers one or more further Assignments to the Contractor they are deemed to be regulated by this contract unless agreed to the contrary.

3.3 The Contractor may accept or decline any Assignment.

3.4 The Contractor acknowledges that this agreement imposes no obligation on the Client to provide the Contractor with any additional Assignment.

3.5 Upon completion of any Assignment, the Contractor shall write a record of the work done recording any divergence from the original Assignment and setting out methodology and specifications.

4 Contractor's obligations

- 4.1 By accepting an Assignment the Contractor agrees to provide staff of an appropriate level of skill and experience to work on the Assignment.
- 4.2 Each Assignment will be completed in accordance with the following timetable described in the brief.
- 4.3 The Contractor agrees that whilst engaged in any Assignment on the premises of the Client, he will comply with:
 - 4.3.1 all laws and regulations relating to work;
 - 4.3.2 the specific regulations of the Client.
- 4.4 The Contractor will not engage in any other work or office or employment where:
 - 4.4.1 the other work is for a business or organisation competitive with any business of the Client.
 - 4.4.2 the other work is such that the Contractor may for any reason be less capable of dealing efficiently and promptly with any Assignment.

5 Contractor's fees and expenses

- 5.1 Unless specified to the contrary in any Assignment, the Client will pay the Contractor either a fixed sum detailed in the brief or at the rate detailed in the brief per hour or per day for his own time or for the time of other staff.
- 5.2 After the end of each month the Contractor will send an invoice to the Client for work done during that month. No money shall be payable until the Contractor has submitted an invoice to the Client.
- 5.3 Each invoice submitted to the Client for time charged by the hour shall contain a breakdown in respect of the time spent by each person.
- 5.4 The Client will make payment of the sum specified in the invoice within 14 days of date of sending the invoice.
- 5.5 The Contractor shall at all times maintain accurate and up-to-date records of the time spent by his staff upon each Assignment, both in respect of work charged by the hour and work charged against a fixed price. Time shall be recorded in 15-minute units rounding to the nearest unit.
- 5.6 The invoice shall include whatever reasonable expenses the Contractor has incurred in working on any Assignment provided such expenses have been approved in advance by the Client and are evidenced by receipts or vouchers.
- 5.7 The Contractor shall be entitled after 28 days notice to the Client and not more than once in every 12 months to increase the rates for work charged by the hour. Such increase shall be no greater than 5% in any year.
- 5.8 The Contractor reserves the right to charge the Client interest in respect of the late payment of any money due under this agreement (both before and after judgment) at the rate of 5 per cent above the base rate from time to time of the Bank of England from the due date until receipt of payment.

6 Confidentiality

The parties are aware that in the course of the performance of the Agreement they will each have access to and be entrusted with information in respect of the business and operation of the other and their dealings, transactions and affairs, all of which information is or may be confidential. Accordingly, they undertake that both during and after completion of the Agreement:

- 6.1 they will not divulge to any person whatever or otherwise make use of (and shall use their best endeavours to prevent the publication or disclosure of) any Confidential Information.
- 6.2 Both the Contractor and the Client hereby undertake to the other to make all relevant employees agents and sub-contractors aware of the confidentiality of information and the provisions of this paragraph and to take all such steps as shall from time to time be necessary to ensure compliance by those people with these provisions.

7 Limitation of liability

7.1 The following provisions set out the Contractor's entire liability (including any liability for the acts and omissions of its employees) to the Client in respect of:

- 7.1.1 Any breach of its contractual obligations arising under this agreement;
and
- 7.1.2 Any representation statement or tortuous act or omission including negligence arising under or in connection with this agreement

7.2 Any act or omission on the part of the Contractor, falling within this paragraph shall be known as an 'Event of Default'.

7.3 The Contractor's entire liability in respect of any Event of Default shall be limited to damages of an amount equal to the total Price paid by the Client for this Project.

7.4 The Contractor shall not be liable to the Client in respect of any Event of Default for loss of profits goodwill or any type of special indirect or consequential loss (including loss or damage suffered by the Client as a result of an action brought by a third party) even if such loss was reasonably foreseeable or the Contractor had been advised of the possibility of the Client incurring the same.

7.5 If a number of Events of Default give rise to substantially the same loss then they shall be regarded as giving rise to only one claim under this agreement.

7.6 The Client hereby agrees to give the Contractor not less than 28 days in which to remedy any Event of Default hereunder.

7.7 The Contractor shall have no liability to the Client in respect of any Event of Default unless the Client shall have served notice of it on the Contractor within 1 year of the date he became aware of the circumstances giving rise to the Event of Default or the date when he ought reasonably to have become so aware.

7.8 Nothing in this paragraph shall confer any right or remedy upon the Client to which he would not otherwise be legally entitled.

7.9 The Contractor shall not be liable to the Client for loss arising from or in connection with any representations agreements statements or undertakings made prior to the date of this agreement.

8 Duration and termination

This agreement shall continue until terminated:

- 8.1 By one party giving 28 days' notice of termination to the other; or
- 8.2 Immediately by the Contractor if the Client fails to pay any sum due within 28 days of the date of submission of an invoice having been notified of non-payment by the Contractor; or
- 8.3 Immediately by either party if the other commits any material breach of any term of this agreement and which in the case of a breach capable of being remedied is not remedied within 30 days of a written request to remedy it; or
- 8.4 Immediately by either party if a trustee receiver administrative receiver or similar officer is appointed in respect of all or any part of the business or assets of the other party or if a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the other party or for the making of an administration or bankruptcy order (otherwise than for the purpose of an amalgamation or reconstruction); or
- 8.5 The Client may terminate this agreement immediately upon giving notice in writing in the following circumstances:
 - 8.5.1 The Contractor is in breach of any of the terms of this agreement or of any Assignment; or
 - 8.5.2 The Contractor is or becomes incompetent or negligent in respect of any of his obligations under this agreement or in respect of any Assignment; or
 - 8.5.3 The Contractor refuses to carry out the work reasonably and properly required of him under this agreement; or

9 Matters after termination

- 9.1 Notwithstanding termination of this agreement for whatever reason, all the provisions that are intended to operate or have effect after termination or expiration shall continue in full force and effect.
- 9.2 Without regard to the reason why this agreement ends, the Client will pay the Contractor for all work done to the time the notice of termination is received by the Contractor, calculated to the nearest one hour.

10 Data Protection

For the purposes of the Data Protection Act 1998 the Contractor consents to the processing of all or any personal data (in manual, electronic or any other form) relevant to this agreement, by the Client and/or any agent or third party nominated by the Client and bound by a duty of confidentiality. Processing includes but is not limited to obtaining, recording, using and holding data and includes the transfer of data to any country either inside or outside the EEA.

11 Insurance

The Contractor undertakes to obtain insurance against liability for professional negligence in work done under this agreement and against third party liability whilst on the premises of the Client and agrees to provide evidence of the insurance to the Client upon request.

12 Force majeure

Neither party shall be liable for any breach of its obligations resulting from causes beyond its reasonable control, which may include acts of God, fire, natural disaster, war or military hostilities and/or strike by its own employees and in such a situation:

- 13.1 the parties hereby agree to give notice immediately to the other upon becoming aware of an event of force majeure and such notice to contain details of the circumstances giving rise to it;
- 13.2 If a default due to force majeure event shall continue for more than [6 weeks] then the party not in default shall be entitled to terminate this agreement; and
- 13.3 Neither party shall have any liability to the other in respect of the termination of this agreement as a result of force majeure.

13 Successors to the agreement

- 14.1 Neither party shall be entitled to assign this agreement nor all or any of their rights and obligations hereunder without the prior written consent of the other.
- 14.2 The benefit and obligations of this agreement shall be binding on any successor in title.

14 Notices and service

Any notice to be served on either of the parties by the other shall be sent by first class post or pre paid recorded delivery or by facsimile and shall be deemed to have been received by the addressee within 72 hours of posting or 24 hours if sent by facsimile to the correct number.

15 Headings

The headings in this document are for reference only.

16 Dispute Resolution

In the event of a dispute arising out of or in connection with this Contract and which has not been resolved following discussions and negotiations between a person or persons appointed or authorised by the Client and the Contractor then they undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.

17 Waiver

The failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this Contract shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Contract.

18 Jurisdiction

This Contract shall be interpreted according to the Laws of England and the parties agree to submit to the exclusive jurisdiction of the English courts.

Signed by the Client

Print name

Signed by the Contractor

Print Name