

UK CONTRACTOR AGREEMENT

Location: _____ Reference No.: _____

Contractor Details:

Full Name / Company Name: _____

Registered Address: _____

Company Registration Number (if applicable): _____

Contact Phone/Email: _____

Client Details:

Full Name / Company Name: _____

Registered Address: _____

Company Registration Number (if applicable): _____

Contact Phone/Email: _____

Scope of Work:

Description of Services to be Provided: _____

Contract Price and Payment:

Total Contract Price (GBP): _____

Payment Terms and Schedule: _____

Clause 1 – Engagement

The Client hereby engages the Contractor, and the Contractor agrees to perform the services described in this Agreement (the “Services”) in accordance with the terms set forth herein.

Clause 2 – Term and Termination

This Agreement shall commence on the date of execution and shall continue until completion of the Services or termination by either party upon written notice. Either party may terminate this Agreement with immediate effect if the other party commits a material breach not remedied within 14 days of notice.

Clause 3 – Contractor Obligations

The Contractor shall perform the Services with reasonable skill, care, and diligence, in accordance with professional standards and all applicable UK laws and regulations.

Clause 4 – Client Obligations

The Client shall provide all necessary access, information, and approvals required for the Contractor to perform the Services. The Client shall pay all fees in accordance with the agreed payment schedule.

Clause 5 – Payment Terms

Payments shall be made in GBP by bank transfer or other agreed method. Late payments may incur interest at the statutory rate prescribed by the UK Late Payment of Commercial Debts (Interest) Act.

Clause 6 – Confidentiality

Both parties agree to keep confidential any proprietary or sensitive information disclosed during the term of this Agreement and not to disclose such information to third parties without prior written consent.

Clause 7 – Intellectual Property

All intellectual property rights arising from the performance of the Services shall vest in the Client upon full payment, except where otherwise agreed in writing.

Clause 8 – Liability and Indemnity

The Contractor's liability shall be limited to direct damages caused by negligence and shall not exceed the total contract price. The Client agrees to indemnify the Contractor against any claims arising from the Client's misuse of the deliverables.

Clause 9 – Insurance

The Contractor shall maintain adequate professional indemnity and public liability insurance throughout the term of this Agreement.

Clause 10 – Force Majeure

Neither party shall be liable for any failure or delay in performance caused by events beyond their reasonable control, including but not limited to acts of God, government restrictions, or strikes.

Clause 11 – Dispute Resolution

Any disputes arising out of or in connection with this Agreement shall first be attempted to be resolved by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) model mediation procedure.

Clause 12 – Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of England and Wales. The parties submit to the exclusive jurisdiction of the English courts.

Clause 13 – Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, whether written or oral.

Clause 14 – Amendments

No amendment or variation of this Agreement shall be effective unless made in writing and signed by both parties.

Clause 15 – Notices

All notices under this Agreement shall be in writing and delivered by hand, email, or pre-paid first-class post to the addresses set out above or such other address as notified in writing.

Clause 16 – Assignment

Neither party may assign or transfer its rights or obligations under this Agreement without prior written consent of the other party.

Clause 17 – Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

Clause 18 – Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together

shall constitute one and the same instrument.

Clause 19 – Data Protection

Both parties agree to comply with applicable data protection legislation in the performance of their obligations under this Agreement.

Clause 20 – Signatures

The parties have executed this Agreement as of the date of signature below.

CONTRACTOR'S SIGNATURE

CLIENT'S SIGNATURE

Signature: _____

Signature: _____

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