



## FREELANCE AGREEMENT

This AGREEMENT (the "Agreement"), dated this the **xxx** day of **xxx 2016** is entered into between **Here to Help U** (the "Contractor"), and **(enter their company name)** (the "Client"), regarding the following assignment, (the "Project"): **(enter what it is you're doing for them)**

### 1. RIGHTS

This Agreement is a work-for-hire. The Client shall own all rights to any new or edited material provided by the Contractor in the completed Project.

### 2. SCOPE OF WORK AND DURATION OF SERVICES

- a. By way of this Agreement the Client will deliver the Project to the Contractor by **(enter date)** in a format agreed to by the parties. The Contractor agrees to do the following services on the Project: **(enter the services)**
- b. The contractor shall reserve a minimum of **xxx hours/days per week** for said Work. The Contractor shall update the client on a regular basis regarding the status of the Work and deliver the completed Work to the Client on or before **(enter the date)**. Any further iterations or editing after this date may be subject to further fees or amendments to this agreement as outlined in the Contractors Terms and Conditions.

### 3. COMPENSATION

- a. **Hourly Rate.** The Client agrees to pay the Contractor a fee of **£xxx per Hour**. Hourly rate may be reduced for a high volume of work at the discretion of the Contractor and to be agreed with The Client before the project commences. **(change this to 'The Fee' if you don't charge by the hour)**
- b. **Billable Time.** The Client shall also be responsible for billable time at the same rate stated in paragraph 3a. Billable time includes meetings outside of contracted hours, and includes the writing and/or reading of correspondence sent by mail or email.
- c. **Reimbursable Expenses.** The Client shall also reimburse expenses for postage, courier service, photocopying, stationery, printing and telephone calls made on behalf of the client, and travel beyond a local commute.
- d. **Remaining Balances.** Any and all remaining balances shall be due within fourteen (14) days upon the delivery of the completed Work and invoice to the Client. The final invoice shall include billable time, reimbursable expenses, and any other fees related to the Work.

**4. CHANGES TO WORK ASSIGNMENT**

The Client understands that the Contractor's estimated time and cost for completing the Work is an informal calculation and that any adjustments to the amount of work, schedule and/or the number of hours and fees is subject to review and renegotiation with the Client when necessary.

**5. CANCELLATION FEES AND RETURN OF WORK**

Either party must give 72-hour notice to revoke this Agreement. If either party terminates the agreement, the Client shall pay the Contractor for work done up to the date of termination. The Contractor shall deliver to the Client all services performed on the Work, up to the time of the cancellation, and the final invoice within 72 hours. The Client shall then settle the balance of the final invoice within one week.

**6. CONFIDENTIALITY AND CREDIT FOR SERVICES ON WORK**

The Contractor shall keep the Work confidential and not use it for personal gain or promotion without written consent of the Client. The business affairs of the Client shall not be discussed or disclosed to any third parties. The Client will be the legal owner and will hold intellectual copyright of all work undertaken by The Contractor.

**7. INDEMNIFICATION BY CONTRACTOR**

The Contractor shall be responsible for infringing upon the rights of authors, organisations, institutions, copyright holders, or others, as a result of plagiarism, libel, slander, or any other misuse of any material only when undertaking independent work for The Client and not when acting under The Client's direct instruction. The Contractor shall indemnify The Client for any and all claims, damages, costs, and expenses, including legal fees, incurred by The Client as a result of said infringements. If the infringement occurs as a result of The Client's direct instruction then The Contractor will not be held liable.

**8. NOTICES AND AMENDMENTS**

This Agreement shall not be amended or cancelled except by written instrument signed by both parties. Any notice or other communication in connection with this Agreement shall be in writing and hereunder deemed effective when transmitted by post or email to the Contractor or Client.

IN WITNESS WHEREOF, the Contractor and Client have each caused this Agreement to be duly executed as of the date written below.

**CONTRACTOR**

**CLIENT**

Name

Name

Signature

Signature

Date

Date