

# INDEPENDENT CONSULTANCY AGREEMENT

THIS AGREEMENT is dated [Date]

## BETWEEN:

- (1) [Company Name & Address] (the "Company"); and
- (2) Rebecca Williams (the "Consultant"), trading as Becky Williams Designs and BWD Studio, of 46 Richmond Avenue, Burscough, L40 7RD. (the "Consultant").

## 1. SERVICES PROVIDED AND AVAILABILITY

- 1.1 The Company hereby engages the Consultant to provide Senior Graphic, Branding, Exhibition, Web, UI & UX Design services as requested by the Company.
- 1.2 The term of this Agreement will begin on the date of this Agreement and will remain in effect on a rolling basis until terminated.
- 1.3 Working Pattern: The Consultant shall provide the Services for a [minimum of 2 days per week], subject to the Consultant's professional discretion and availability. The Consultant shall not be required to provide Services during periods of illness, family emergency, or pre-notified periods of absence (holidays). The Consultant will endeavour to provide the Company with reasonable notice of any planned absence to ensure project continuity.
- 1.4 Termination Notice: Either Party may terminate this Agreement by providing written notice. The notice period shall be calculated as one-third of the total duration of the Agreement at the time notice is served, subject to a minimum of 7 days and a maximum of 4 weeks. For example, after 9 weeks of service, the notice period shall be 3 weeks.

## 2. PAYMENT AND RATE

- 2.1 The Consultant will charge the Company for the Services at the rate of [£450.00] per day.
- 2.2 Non-Transferable Capacity: The working pattern outlined in Clause 1.3 represents a dedicated reservation of the Consultant's professional availability. Any days or hours within this pattern that are not utilised by the Company during the scheduled week do not roll over to subsequent weeks and remain payable in full to compensate the Consultant for the reserved capacity.
- 2.3 The Company will be invoiced monthly. Specific payment terms, including the due date and bank details, are set out on each invoice issued by the Consultant.
- 2.4 Overdue amounts shall incur interest at a rate of 8% above the Bank of England base rate.

## 3. INTELLECTUAL PROPERTY (IP) HANDOVER

- 3.1 **Transfer of Rights:** \* Limited Usage Licence: Upon delivery of the Services, the Company is granted a non-exclusive, non-transferable licence to use the deliverables for a period of 30 days from the date of the invoice.

- **Conditional Transfer:** Full ownership of all IP rights shall automatically transfer to the Company only upon receipt of full payment of the relevant invoice.
- **Revocation:** If full payment is not received within the 30-day term, the Limited Usage Licence shall expire, and the Company must cease all use of the deliverables until the balance is settled.

**3.2 Final Approval and Sign-Off:** The Company is responsible for final proofreading and approval of all deliverables. Written or verbal approval of a design, or the instruction to proceed to production, "Go-Live," or print, constitutes a full release of the Consultant from liability for any errors.

- **For Print/Exhibition:** The Company is solely responsible for checking all production files prior to manufacture.
- **For Web/UI/UX:** The Company is responsible for final User Acceptance Testing (UAT) and "Go-Live" approval. The Consultant is not liable for issues discovered after "Go-Live," including but not limited to browser compatibility, third-party software updates, or content errors. The Company is solely responsible for ensuring designs are legally cleared for use in all territories where the deliverables are utilised, including but not limited to trademark, copyright, and GDPR/accessibility compliance (such as US ADA standards).
- Following 'Go-Live', a 14-day Warranty Period applies. During this time, the Consultant shall rectify any functional bugs. Requests after this period, or updates required by third-party software changes, shall be treated as additional work billed at the standard rate.

**3.3 Portfolio Rights:** The Company grants the Consultant a non-exclusive, royalty-free licence to display deliverables in the Consultant's professional portfolio, subject to the removal of sensitive or trade-secret information.

#### **4. LIMITATION OF LIABILITY**

4.1 The Consultant's total aggregate liability for any claims arising out of this Agreement (whether in contract, tort, or otherwise) shall be limited to the total Fees paid to the Consultant in the two months immediately preceding the claim.

4.2 The Consultant shall not be liable for any indirect, consequential, or economic loss.

#### **5. REVISIONS AND SCOPE**

5.1 The daily rate covers the Services provided within the working pattern outlined in Clause 1.3. While the Consultant will accommodate revisions as requested, the Company acknowledges that excessive revisions may impact the delivery timelines of other scheduled tasks.

5.2 Significant changes to the original brief (re-briefing) that require time beyond the agreed working pattern will be treated as additional work and billed at the standard daily rate.

#### **6. THIRD-PARTY ASSETS**

The Company shall be responsible for the cost and licensing of any third-party assets (e.g., premium fonts or stock imagery). All such licences must be held in the Company's name for long-term legal compliance.

## 7. CAPACITY AND STATUS

The Consultant is an independent contractor and not an employee. The Consultant is responsible for all income tax liabilities and National Insurance contributions.

## 8. EQUIPMENT

The Consultant will primarily provide their own equipment. Where the Company provides specific equipment for security or technical purposes, the Consultant's liability for such equipment is limited to physical damage caused by gross negligence or wilful misconduct.

## 9. INSURANCE

9.1 The Consultant shall maintain in force for the duration of this Agreement:

- Professional Indemnity Insurance with a limit of at least £5,000,000 per claim.
- Public Liability Insurance with a limit of at least £2,000,000 per claim.

9.2 The Consultant's insurance is based on UK standards. Should the specific scope of work, geographic location of the Company's operations, or industry regulations require insurance levels or territorial extensions (e.g., USA/Canada) exceeding those stated in 9.1, it is the Company's responsibility to notify the Consultant of such requirements in writing. Any additional premium costs incurred to meet these higher requirements shall be reimbursed by the Company.

## 10. RESTRICTIVE COVENANTS

For a period of 3 months following termination, the Consultant shall not directly solicit the business of any direct competitor of the Company with whom they have worked during the term of this Agreement.

## 11. GOVERNING LAW

11.1 This Agreement and any dispute or claim arising out of or in connection with it (including non-contractual disputes) shall be governed by and construed in accordance with the laws of England and Wales.

11.2 Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement.

**IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand on this 22nd day of September, 2025.**

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**[Company Name]** (Company)

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**Becky Williams Designs (Consultant)**