

S

A

M

FIXED TERM AGREEMENT

P

L

E

**THIS AGREEMENT** is made the  
**BETWEEN:**

- (1) <<Name of Party 1>> a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at <<Registered office address>>
- (2) <<Name of Party 2>> of <<Country of Registration>> (the "Sub-Contractor")

**IT IS AGREED** as follows:

**1. ENGAGEMENT OF SUB-CONTRACTOR**

- 1.1 The Company hereby engages the Sub-Contractor to provide the services of <<Description of Work>> [as laid out in the attached quotation] [as laid out in the attached quotation] (the "Work") with the terms and conditions of this Agreement.
- 1.2 The Sub-Contractor shall complete the Work [on][by] <<date>> and] <<Description of Work>>
- 1.3 [In the event that the Work is not completed by <<date>> the sum of <<£sum>> per day shall be deducted from the sum of <<£sum>> to be paid to the Sub-Contractor, for each working day that the Work is not completed after <<the same date as <<date>> of 1.3>>. The Company has a legitimate commercial interest in the Work being completed by that latter date since, in order for the Company to fulfil its own obligations under the main contract between it and the Company it needs the Work [(which is [part of] the work which the Company needs to be completed by <<date>>)] to be completed by <<date>>. The Company and the Sub-Contractor agree that this requirement is a reasonable and proportionate protection of the Company's legitimate commercial interest in the provision of the Work.]
- 1.4 The Sub-Contractor shall, at his discretion, at his own expense, substitute any Work (and on one or more occasions) to carry out some or all of the Work. The Sub-Contractor shall use reasonable endeavours to complete the Work. The Sub-Contractor shall not be obligated to request by the Company to engage any other Sub-Contractor. The Sub-Contractor shall in any event provide such a substitute Sub-Contractor if the provision of the Work is unduly delayed by absence of the Sub-Contractor or for any other reason upon notification by a duly authorised representative of the Company that the delay shall only be entitled to refuse to accept any substitute Sub-Contractor if in its opinion the substitute Sub-Contractor are not suitable due to lack of requisite skills.
- 1.5 It is understood and agreed that the Sub-Contractor's activities and working methods and those of the Workers shall be under the sole direction and control of the Sub-Contractor at all times exclusively for the Sub-Contractor. The Company shall not seek to supervise, direct or control the Sub-Contractor or any Workers in the provision of the Work. The Company shall not have any right to do so.
- 1.6 The Sub-Contractor shall be responsible for organising, and the Company shall be entitled to organise, and liaise with the Company to ensure that due account is taken



S

A

M

P

L

E

4. STATUS OF THE SUB-CONTRACTOR

- 4.1 The Sub-Contractor shall be an independent contractor and shall be responsible for all contributions in respect of the Work.
- 4.2 The Sub-Contractor shall indemnify the Company in respect of any claims that may be brought against the Company in respect of Income Tax or similar taxes or contributions, including Value Added Tax, relating to the Work of the Sub-Contractor hereunder.
- 4.3 The Sub-Contractor shall be responsible for his expenses and Value Added Tax.
- 4.4 Nothing in this Agreement shall be construed to create any partnership, joint venture, agency or other fiduciary relationship between the Parties, or any contractual relationship expressly provided for in this Agreement.

Company is that of an independent self-employed person and shall be responsible for all contributions in respect of the Work payable hereunder.

indemnify the Company in respect of any claims that may be brought against the Company in respect of Income Tax or similar taxes or contributions, including Value Added Tax, relating to the Work of the Sub-Contractor hereunder.

responsible for his expenses and Value Added Tax.

Nothing in this Agreement shall be construed to create any partnership, joint venture, agency or other fiduciary relationship between the Parties, or any contractual relationship expressly provided for in this Agreement.

5. CONSIDERATION

- 5.1 The agreed consideration for the Work is as follows:
  - 5.1.1 [The Sub-Contractor and the Company shall agree upon a fixed price for the Work of the provision thereof.]
  - OR [The agreed consideration to be done by the Sub-Contractor is £<< >>]
  - 5.1.2 Payment will be made on receipt of an invoice and any Value Added Tax thereon.
  - 5.1.3 Claims for payment will be made on the appropriate Work record sheets. Failure to maintain such records in any way will result in the termination of the Work.
- 5.2 All payments made shall be exclusive of any Value Added Tax charge.
- 5.3 No further payment shall be made above the entitlement stated in clause 5.1 and without limitation no payment will be made to the Sub-Contractor in respect of any expenses incurred by the Sub-Contractor in respect of the Work.
- 5.4 The Company shall be responsible for any expenses incurred by any Worker in respect of any of the Work.

of the Work is as follows:

any shall agree upon a fixed price for the Work of the provision thereof.]

to be done by the Sub-Contractor is

ing completion of the Work and on receipt of an invoice and any Value Added Tax thereon.

on the appropriate Work record sheets in any way will result in the termination of the Work.

are expressed exclusive of any Value Added Tax charge.

-Contractor for the Work over and above the entitlement stated in clause 5.1 and without limitation no payment will be made to the Sub-Contractor in respect of any expenses incurred by the Sub-Contractor in respect of the Work.

to any Worker in respect of any of the Work.

6. NON-COMPETITION AND RESTRICTIONS

- 6.1 [The Sub-Contractor shall not, during the course of provision of the Work or for a period of <<insert period>> following the termination or expiry of this Agreement, provide services to any competitor of the Company [within <<insert radius>>]. [The Company may waive this restriction entirely upon receipt of a written request from the Sub-Contractor.]
- 6.2 [The Sub-Contractor shall not, during the course of provision of the Work or for a period of <<insert period>> following the termination or expiry of this Agreement, solicit and/or employ any persons or other clients of which the Sub-Contractor was previously employed or with which the Sub-Contractor was previously associated during the <<insert time period>> prior to the date of termination of the Work.]

course of provision of the Work or for a period of <<insert period>> following the termination or expiry of this Agreement, provide services to any competitor of the Company [within <<insert radius>>]. [The Company may waive this restriction entirely upon receipt of a written request from the Sub-Contractor.]

course of provision of the Work or for a period of <<insert period>> following the termination or expiry of this Agreement, solicit and/or employ any persons or other clients of which the Sub-Contractor was previously employed or with which the Sub-Contractor was previously associated during the <<insert time period>> prior to the date of termination of the Work.]

S

Contractor has known or on a per-client basis upon request from the Sub-Contractor or any prior agreement and the sharing of the client

may waive this restriction entirely or basis upon receipt of a written notice. No such waiver may be given if it shall violate the law and the client in question as to the

**7. TERMINATION**

7.1 This Agreement is terminated by the Company or by the Sub-Contractor, without giving any reason for termination, if that provision, this Agreement and remedies the Party

and with immediate effect, by the Sub-Contractor, without giving the other written notice, without prejudice to the generality of the above, notwithstanding any other rights or remedies, in the following circumstances:

7.1.1 either Party has breached the Agreement within fourteen (14) days of the Party;

the terms and obligations of this Agreement, or any remedy, is not remedied within a reasonable time of such failure from the other

7.1.2 the Sub-Contractor is in liquidation or compulsory reconstruction of the whole

bankruptcy or liquidation either voluntary or for the purposes of bona fide corporate reconstruction, or a receiver is appointed in respect

7.2 The termination of this Agreement which have already

terminated, without prejudice to any rights, remedies or claims under this Agreement.

**8. DATA PROTECTION**

The Sub-Contractor will ensure that the Sub-Contractor's <<insert name>> <<insert location(s)>>.

personal information as set out in the <<insert name>> Privacy Notice available from

**9. CONFIDENTIALITY**

9.1 Each Party undertakes to keep confidential and authorised in writing the information during the continuance of this Agreement and after its termination:

provided by sub-Clause 9.2 or as otherwise agreed, it shall, at all times during the term of this Agreement and for a period of <<insert period>> years] after its

9.1.1 keep confidential

information;

9.1.2 not disclose

information to any other party;

9.1.3 not use any information for any purpose other than as contemplated in the terms of this Agreement;

information for any purpose other than as contemplated in the terms of this Agreement;

9.1.4 not make any disclosure in any way or part with possession of any Confidential

information in any way or part with possession of any Confidential

9.1.5 ensure that its officers, employees, agents, sub-contractors and subcontractors would be aware of the above.

officers, employees, agents, sub-contractors and subcontractors which, if done by that Party, shall be deemed to be in breach of the provisions of sub-Clauses 9.1.1 to 9.1.4

9.2 Either Party may:

9.2.1 disclose any information to:

to:

9.2.1.1 any subcontractor of that Party;

any subcontractor of that Party;

9.2.1.2 any authority or regulatory body;

any authority or regulatory body; or

9.2.1.3 any officer, employee, agent, subcontractor or subcontractor of that Party or of any of the subcontractors or bodies;

of that Party or of any of the subcontractors or bodies;

A

M

P

L

E



S

11.2 The headings in this Agreement shall be for reference purposes only and shall not be incorporated into the Agreement.

reference purposes only and shall not

11.3 In this Agreement, unless otherwise provided, the words shall include the plural as well as the singular, and a reference to a body corporate shall include a reference to an unincorporated association.

otherwise requires, words in the singular importing any gender include any reference to a body corporate as well as a reference to an unincorporated association.

12. MISCELLANEOUS

12.1 This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and shall supersede any prior agreement between the Parties whether written or oral. All prior agreements are cancelled as from the date hereof and the Parties acknowledge that it has no claim against the other in respect of any such prior agreement.

entire agreement between the Parties with respect to its subject matter and shall supersede any prior agreement between the Parties whether written or oral. All prior agreements are cancelled as from the date hereof and the Parties acknowledge that it has no claim against the other in respect of any such prior agreement.

12.2 This Agreement may be amended or varied only by an instrument in writing signed by the duly authorised representatives of both Parties.

only by an instrument in writing signed by the duly authorised representatives of both Parties.

12.3 Any notice to be served on the other shall be deemed to have been duly given if served on the Party giving the notice by a duly authorised officer of the Party giving the notice.

the other shall be deemed to have been duly given if served on the Party giving the notice by a duly authorised officer of the Party giving the notice.

12.3.1 when delivered by hand (including by courier) to the recipient;

by hand (including by courier) or other messenger during normal business hours of the recipient;

12.3.2 when sent by post or by any other means of communication;

and a return receipt is generated;

12.3.3 on the first business day following ordinary business hours.

following mailing, if mailed by national or international express mail.

In each case notice shall be deemed to have been given to the address notified to the other Party.

to the most recent address or e-mail address notified to the other Party.

12.4 The Parties do not intend that this Agreement or any part of it to be enforceable under or by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a Party to this Agreement.

or any part of it to be enforceable under or by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a Party to this Agreement.

12.5 No failure or delay in the performance of any obligation under this Agreement shall be deemed to constitute a waiver of any such obligation by either Party of a breach of this Agreement or shall be deemed to be a waiver of any such obligation.

exercising any of its rights under this Agreement or shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of this Agreement shall be deemed to be a waiver of any such obligation or any other provision.

12.6 In the event that any provision of this Agreement is found to be unlawful, invalid or unenforceable, that / those provision(s) shall be deemed severed from this Agreement and the remainder of this Agreement shall remain in full force and effect.

provision(s) of this Agreement is found to be unlawful, invalid or unenforceable, that / those provision(s) shall be deemed severed from this Agreement. The remainder of this Agreement shall remain in full force and effect.

13. GOVERNING LAW AND JURISDICTION

13.1 This Agreement (including any dispute, controversy or claim arising out of or in connection with it) shall be governed by, and construed in accordance with, the law of England and Wales.

all legal matters and obligations arising out of or in connection with it shall be governed by, and construed in accordance with, the law of England and Wales.

13.2 Any dispute, controversy or claim between the Parties relating to this Agreement (including any dispute, controversy or claim arising out of or in connection with it) shall be referred to and determined by the courts of England and Wales.

claim between the Parties relating to this Agreement (including any dispute, controversy or claim arising out of or in connection with it) shall be referred to and determined by the courts within the jurisdiction of the courts of England and Wales.

This Agreement has been duly executed and entered into by the Parties on the <<year>> day of <<month>> <<year>>.

on the <<xxxx>> day of <<month>> <<year>>.

A

M

P

L

E

SIGNED by

<<Name and Title of person signing  
for and on behalf of <<Part1's Name

In the presence of  
<<Name & Address of Witness>>

SIGNED by

<<Name person signing as Part2>

In the presence of  
<<Name & Address of Witness>>

S

A

M

P

L

E

<<inserted text>>]

S

A

M

P

L

E