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FIXED TERM AGREEMENT

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THIS AGREEMENT is made the
BETWEEN:

- (1) <<Name of Party 1>> a company of <<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 <<Details of the services the Sub-Contractor is required to provide>> [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]
- 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 of 1.3>>. The Company has a legitimate commercial interest in the Work being completed by that latter date since, in order for the Sub-Contractor to fulfil its own obligations under the main contract between it and the Company, the Company needs the Work [(which is part of] the work which the Sub-Contractor is required 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 completion of the Work.]
- 1.4 The Sub-Contractor shall, at the discretion of the Company, substitute any Work to be carried out by the Sub-Contractor to carry out some or all of the Work. The Sub-Contractor shall endeavour to complete the Work by the date specified in the quotation. The Sub-Contractor shall consult the Company before any substitution in any part of the Work. The Sub-Contractor shall not be obliged to request by the Company to engage a Sub-Contractor shall in any event provide such a substitute. The Sub-Contractor shall not be obliged to provide such a substitute 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 is not suitable due to lack of the 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 to determine the manner in which the Work is done. 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 order the Work is done, but shall liaise with the Company to ensure that due account is taken

- of the impact of the Work on the Company and a
- 1.7 The Sub-Contractor shall ensure that the Work, without limitation is performed by him to perform a Work with reasonable care
- 1.8 The Sub-Contractor shall ensure the rectification of any unsatisfactory Work at his own expense
- 1.9 The Sub-Contractor shall ensure the performance of the Work by the Sub-Contractor shall not create any mutual obligations between the Sub-Contractor to offer continuing relations
- 1.10 [Subject to clause 6 of the Agreement is mutual obligations between the Sub-Contractor and any other subcontractor which are the same as or similar to any other subcontractor are the same as or similar to any other subcontractor work or services by the Sub-Contractor or subcontractor or subcontractor ability to carry out the Work within the timescale required by clause 1.2.
2. **INDEMNITY AND LIABILITY**
- 2.1 The Sub-Contractor shall indemnify the Company in respect of any proceedings in respect of any injury or damage where such injury or damage is due to the negligence, breach of statutory duty, or breach of contract by the Sub-Contractor, his servants or agents, or of any person for whom the Sub-Contractor is responsible.
- 2.2 [Subject to clause 2.2] be liable for, and shall indemnify the Company in respect of any liability, damages, loss, claims or proceedings in respect of any injury or damage whatsoever to any property or in the course of or by reason of the Work it is due to the negligence, breach of statutory duty, or breach of contract by the Sub-Contractor his servants or agents, or of any person for whom the Sub-Contractor is responsible.
- 2.3 Nothing in sub-clause 2.1 shall limit the liability of the Sub-Contractor in respect of any injury or damage caused by the Sub-Contractor's fraud or fraudulent misrepresentation, or for death or personal injury.
3. **PROVISION OF EQUIPMENT**
- 3.1 It is understood and agreed that the Sub-Contractor shall be responsible for the provision of all the equipment needed to perform the Work.
- 3.2 The Sub-Contractor shall be responsible for the provision of safety equipment, protective clothing, and personal accident insurance cover for himself and any Worker employed by him to perform all or any part of the Work.

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be performed upon the activities of the Work also engaged by the Company.

quality of the Work undertaken and shall ensure that all reasonable care and skill, and ensuring that any Worker authorised by the Sub-Contractor shall also do so competently and

rectification of any unsatisfactory

any services available except for the Work under this Agreement. The engagement of the Sub-Contractor to carry out the Work does not create any mutual obligations between the Company or the Sub-Contractor, engagement or work. No obligation is created or implied.

of the Sub-Contractor under this Agreement is to say that at any time the Sub-Contractor may engage any third parties work or services and the Company can engage the Sub-Contractor to provide it with work or services which are the same as or similar to any other subcontractor provided that provision of such other work or services by the Sub-Contractor or subcontractor or subcontractor ability to carry out the Work within the timescale required by clause 1.2.

clause 2.2] be liable for, and shall indemnify the Company in respect of any liability, damages, loss, claims or proceedings in respect of any injury or damage whatsoever to any property or in the course of or by reason of the Work it is due to the negligence, breach of statutory duty, or breach of contract by the Sub-Contractor his servants or agents, or of any person for whom the Sub-Contractor is responsible.

of the Sub-Contractor under this Agreement is to say that at any time the Sub-Contractor may engage any third parties work or services and the Company can engage the Sub-Contractor to provide it with work or services which are the same as or similar to any other subcontractor provided that provision of such other work or services by the Sub-Contractor or subcontractor or subcontractor ability to carry out the Work within the timescale required by clause 1.2.

other provisions of this Agreement shall not limit the liability of the Sub-Contractor in respect of any injury or damage caused by the Sub-Contractor's fraud or fraudulent misrepresentation, or for death or personal injury.

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contractor shall be responsible for the provision of all the equipment needed to perform the Work.

the provision of safety equipment, protective clothing, and personal accident insurance cover for himself and any Worker employed by him to perform all or any part of the Work.

4. STATUS OF THE SUB-CONTRACTOR

- 4.1 The Sub-Contractor shall be an independent contractor and shall not be an employee of the Company. The Sub-Contractor shall be responsible for all social security contributions, including but not limited to, social security contributions in respect of the Work payable hereunder.
- 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 but not limited to, social security contributions, relating to the Work of the Sub-Contractor hereunder.
- 4.3 The Sub-Contractor shall be liable 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.

5. CONSIDERATION

- 5.1 The agreed consideration for the Work is as follows:
- 5.1.1 [The Sub-Contractor shall agree upon a fixed price for the Work, which shall be the price of the provision thereof.]
- OR [The agreed consideration to be done by the Sub-Contractor is £<< >>]
- 5.1.2 Payment will be made on completion of the Work and receipt of an invoice from the Sub-Contractor for the price of the Work and any Value Added Tax thereon.
- 5.1.3 Claims for payment 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 under this clause and without limitation no payment will be made to the Sub-Contractor in respect of any expenses incurred by the Sub-Contractor for the Work.
- 5.4 The Company shall not be liable 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 time 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 time period>> following the termination or expiry of this Agreement, solicit or employ any persons and/or employees with which the Company has done business within the <<insert time period>> prior to the date of termination of the Work or other clients of which the Sub-Contractor has done business.]

Contractor has known or on a per-client basis upon receipt of a written request from the Sub-Contractor may be given if it shall violate and the client in question as to the

7. TERMINATION

7.1 This Agreement is terminated by the Company or by the Sub-Contractor giving any reason for termination; that provision, this Agreement and remedies the Party

7.1.1 either Party may terminate this Agreement within fourteen (14) days of the Party;

7.1.2 the Sub-Contractor may terminate this Agreement or compulsorily reconstructed of the whole

7.2 The termination of this Agreement which have already

8. DATA PROTECTION

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

9. CONFIDENTIALITY

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

9.1.1 keep confidential

9.1.2 not disclose

9.1.3 not use any confidential information contemplated

9.1.4 not make any Confidential

9.1.5 ensure that all subcontractors would be aware of the above.

9.2 Either Party may:

9.2.1 disclose any

9.2.1.1 any

9.2.1.2 any

9.2.1.3 any of the above

may waive this restriction entirely or basis upon receipt of a written request from the Sub-Contractor may be given if it shall violate and the client in question as to the

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

the terms and obligations of this Agreement, is not remedied by the Sub-Contractor of such failure from the other

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

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

personal information as set out in the Sub-Contractor's <<insert location(s)>> available from

provided by sub-Clause 9.2 or as authorised in writing it shall, at all times during the continuance of this Agreement <<insert period>> years] after its

information;

disclosure to any other party;

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

any way or part with possession of

officers, employees, agents, subcontractors or any person acting in the name of that Party, which, if done by that Party, would be a breach of sub-Clauses 9.1.1 to 9.1.4

to:

of that Party;

authority or regulatory body; or

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

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for the purposes contemplated by limited to, the carrying out the such case that Party shall first inform n that the Confidential Information be disclosure is to any such body (employee or officer of any such body) ner Party a written confidentiality on. Such undertaking should be as s of this Clause 9, to keep the and to use it only for the purposes

any purpose, or disclose it to any
it is at the date of this Agreement,
nes, public knowledge through no
use or disclosure, that Party must
tial Information which is not public

be in force in accordance with their
s Agreement for any reason.

liable for any failure or delay in the service or delay results from any cause outside the control of the Party ("Force Majeure"). Such causes include, but are not limited to, war, terrorism, rebellion, civil unrest, strikes, internet service provider outages, natural disasters, floods, storms, earthquakes, acts of God, or any other similar or dissimilar event beyond the control of the Party in question.

its obligations as a result of Force
period>>, the other Party may at
written notice at the end of that
the Parties shall agree upon a fair
ted up to the date of termination.
by prior contractual commitments
of this Agreement.]

Otherwise requires, the following

neither Party, information which is
 Party by the other Party pursuant to
 this Agreement (whether orally or
 er medium, and whether or not the
 ssly stated to be confidential or

either self-employed or employed
 or, with suitable skill, knowledge
 is nominated and engaged by the
 carry out any or all of Work on the
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- 11.2 The headings in this Agreement shall be for reference purposes only and shall not be incorporated into the Agreement.
- 11.3 In this Agreement, unless otherwise requires, words in the singular including the plural and gender, and a reference to a body corporate and to an unincorporated association shall include the plural and gender, and a reference to a body corporate and to an unincorporated association shall include the plural and gender.
12. **MISCELLANEOUS**
- 12.1 This Agreement shall constitute 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. The Parties acknowledge that it has no claim against the other in respect of the subject matter of this Agreement.
- 12.2 This Agreement may be executed by an instrument in writing signed by the duly authorised signatories of the Parties.
- 12.3 Any notice to be served on the other shall be deemed to have been duly given if served on the other by a duly authorised officer of the Party giving the notice in any of the following ways:
- 12.3.1 by hand to the addressee (including delivery to a recipient's residence);
 - 12.3.2 by post in a prepaid envelope and a return receipt is generated;
 - 12.3.3 by electronic means, including mailing, if mailed by national or international express mail, to the most recent address or e-mail address notified to the Party giving the notice.
- In each case notice shall be deemed to have been given at the address notified to the Party giving the notice.
- 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.
- 12.5 No failure or delay in performance of this Agreement shall be deemed to be a waiver of any right or remedy of either Party of a breach of this Agreement shall be deemed to be a waiver of any right or remedy of either Party of a breach of this Agreement.
- 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. The remainder of this Agreement shall remain in full force and effect.
13. **GOVERNING LAW AND JURISDICTION**
- 13.1 This Agreement (including any dispute arising therefrom or associated 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 arising therefrom or associated with it) shall be referred to the courts of England and Wales for resolution.

This Agreement has been duly executed on the <<xxxx>> day of <<month>> <<year>>.

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>>

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