FIXED FEE GREEMENT

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THIS AGREEMENT is made the

BETWEEN:

(1) <<Name of Part1>> a co Country of Registration>> under number <<Company Re whose registered office is at <<Registered office>> (the

(2) <<Name of Part2>> of <<A r>> (the "Sub-Contractor")

IT IS AGREED as follows:

1. **ENGAGEMENT OF SUB-C**

1.1 The Contractor her ontractor for a non specific period to provide the Ser the Services for which the Sub-Contractor is requir attached Schedule] [as provided in the <<Sub-Contrac "Work"), in accordance with the terms and condition

1.2 The Sub-Contracto discretion, at his own expense, substitute any Work e (and on one or more occasions) to carry out some o b-Contractor shall use reasonable endeavours to co tor beforehand about any such substitution in any tractor shall not be obligated to consult the Contra ny request by the Contractor to engage the Sub-Co The Sub-Contractor shall in any event provide such provision of the Work is unduly delayed by absen or for any other reason upon notification by a dul ve of the Contractor that the delay occasioned is unac shall only be entitled to refuse to accept any substi or not consulted by the Sub-Contractor) if in its y are not suitable due to lack of requisite skills.

1.3 It is understood an Contractor's activities and working methods and those all times exclusively for the Sub-Contractor to deter and control. The Contractor shall not seek to supervi Sub-Contractor or any Workers in the provision of the ractor have any right to do so.

1.4 The Sub-Contracto responsible for organising, and entitled to organise order the Work is done, but shall liaise with the Cont ensure that due account is taken of the impact of the e performed upon the activities of the Contractor and s also engaged by the Contractor.

1.5 The Sub-Contractor uality of the Work undertaken and shall ensure that th all reasonable care and skill, and without limitation is nsuring that any Worker shall also do so competently a and skill.

1.6 The Sub-Contractor rectification of any unsatisfactory Work at his own exp

1.7 The Sub-Contractor any services available except for the performance of s Agreement. The engagement of the Sub-Contractor to carry out the Work does not create any mutual t of the Contractor or the Sub-Contractor to offer ontract, engagement or work No continuing relations ed or implied.

SAMPLE

1.8 [Subject to clause 6 nt of the Sub-Contractor under this Agreement is mutu s to say that at any time the Sub-Contractor and any any third parties work or services which are the same rk and the Contractor can engage any other subcontra vide it with work or services which are the same as or vided that provision of such other work or services b or the engagement of any other subcontractor or e rsely affect the Sub-Contractor's ability to carry out th nely basis.

2 INDEMNITY AND LIABILI

2.1 The Sub-Contracto clause 2.2] be liable for, and shall indemnify the Com liability, damages, loss, claims or proceedings in res mage whatsoever to any property where such injury o or in the course of or by reason of the performance of it is due to the negligence, breach of statutory duty, o he Sub-Contractor his servants or agents, or of any pe Contractor is responsible.

2.2 [Subject to clause of the Sub-Contractor under this Agreement shall be addition any liability under clause 2.1.]

2.3 Nothing in sub-clau other provisions of this Agreement shall limit the liabi he other for fraud or fraudulent misrepresentation, sconduct, or for death or personal injury.

3 PROVISION OF EQUIPME CLOTHING

3.1 It is understood an ontractor shall be responsible for the provision of all t y needed to perform the Work.

3.2 The Sub-Contracto e provision of safety equipment, protective clothing al accident insurance cover for himself and any W to perform all or any part of the Work.

4 STATUS OF THE SUB-CO

4.1 The Sub-Contracto ractor is that of an independent contractor and shal elf-employed person and shall be responsible for all nal Insurance or similar taxes or contributions in resp payable hereunder.

4.2 The Sub-Contracto mnify the Contractor in respect of any claims that n relevant authorities against the Contractor in respe onal Insurance or similar taxes or contributions, includ s, relating to the Work of the Sub-Contractor hereund

4.3 The Sub-Contracto ible for his expenses and Value Added Tax.

4.4 Nothing in this Agr d to create any partnership, joint venture, agency o ips between the Parties, or any other fiduciary relat contractual relationship expressly provided for in this A

5 CONSIDERATION

5.1 The agreed conside f the Work is as follows:

SAMPLE

[The Sub-Contracto ll agree upon a fixed price for the Work prior to the co vision thereof.]

OR [The agreed fix be done by the Sub-Contractor is £<< >>]

5.2 Payment will be ma tion of the Work and receipt of an invoice from the S rice of the Work and any Value Added Tax chargea

5.3 Claims for paymen appropriate work record sheets. Falsification of suc ll result in the termination of this Agreement.

5.4 All payments made are expressed exclusive of any Value Added Tax ch

5.5 No further payment -Contractor for the Work over and above the entitlem clause and without limitation no payment will be m ctor in respect of any expenses incurred by the Sub the Work.

5.6 The Contractor sha to any Worker in respect of any of the Work.

6 NON-COMPETITION AND

6.1 [The Sub-Contracto urse of provision of the Work or for a period of <<inser g the termination or expiry of this Agreement, provide mpetitor of the Contractor [within <<insert radius>> [The Contractor may waive this restriction entirely basis upon receipt of a written request from the Su

6.2 [The Sub-Contracto urse of provision of the Work or for a period of <<inser g the termination or expiry of this Agreement, solicit a ents and/or employees with which the Sub-Contractor the <<insert time period>> prior to the date of termin other clients of which the Sub-Contractor has kno may waive this restriction entirely or on a per-client r basis upon receipt of a written request from the S er may be given if it shall violate any prior agreemen r and the client in question as to the sharing of the cl

7 TERMINATION

7.1 This Agreement is and with immediate effect, by the Contractor or by the g the other written notice, without giving any reason f hout prejudice to the generality of that provision, this A e, notwithstanding any other rights and remedies the P llowing circumstances:

7.1.1 either Party e terms and obligations of this Agreement a le of remedy, is not remedied with in fourteen d uch failure from the other Party;

7.1.2 the Sub-Cor ptcy or liquidation either voluntary or compuls rposes of bona fide corporate reconstructio a receiver is appointed in respect of the whole

7.2 The termination of e without prejudice to any rights,

SAMPLE

which have already under this Agreement.

8 DATA PROTECTION

The Sub-Contractor will o personal information as set out in the Sub-Contractor's <<ins . Privacy Notice>> available from <<insert location(s)>>.

9. CONFIDENTIALITY

9.1 Each Party undert ovided by sub-Clause 9.2 or as authorised in writi it shall, at all times during the continuance of this <<insert period>> years] after its termination:

9.1.1 keep confid rmation;

9.1.2 not disclose tion to any other party;

9.1.3 not use any n for any purpose other than as contemplate erms of this Agreement;

9.1.4 not make a ny way or part with possession of any Confide

9.1.5 ensure that officers, employees, agents, sub-contractors act which, if done by that Party, would be a ns of sub-Clauses 9.1.1 to 9.1.4 above.

9.2 Either Party may:

9.2.1 disclose any to:

9.2.1.1 any r of that Party;

9.2.1.2 any thority or regulatory body; or

9.2.1.3 any f that Party or of any of the afore ies or bodies;

to such exte for the purposes contemplated by this Agreen limited to, the carrying out the Work), or as h case that Party shall first inform the person, n that the Confidential Information is confident e disclosure is to any such body under sub-C ployee or officer of any such body) obtaining a her Party a written confidentiality undertaking n. Such undertaking should be as nearly as p s of this Clause 9, to keep the Confidential and to use it only for the purposes for which the d

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

9.3 The provisions of t e in force in accordance with their terms, notwithstand s Agreement for any reason.

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10 FORCE MAJEURE

10.1 Neither Party to th liable for any failure or delay in performing its oblig e or delay results from any cause that is beyond the at Party ("Force Majeure"). Such causes include, but r failure, internet service provider failure, industrial ac ood, storms, earthquakes, acts of terrorism, acts of w or any other similar or dissimilar event or circumstan ntrol of the Party in question.

10.2 [In the event that a s obligations as a result of Force Majeure for a conti period>>, the other Party may at its discretion termi written notice at the end of that period. In the eve he Parties shall agree upon a fair and reasonable pay eted up to the date of termination. Such payment sha y prior contractual commitments entered into in relia of this Agreement.]

11 DEFINITIONS

11.1 In this Agreement otherwise requires, the following expressions have th

"Confidential Information" either Party, information which is rty by the other Party pursuant to this Agreement (whether orally or r medium, and whether or not the ssly stated to be confidential or

"Worker" either self-employed or employed tor, with suitable skill, knowledge is nominated and engaged by the arry out any or all of Work on the alf;

"Party" to this Agreement and "Parties" arties to this Agreement.

11.2 The headings in thi rence purposes only and shall not be incorporated into

11.3 In this Agreement, vise requires, words in the singular include the plural mporting any gender include any gender, and a refer s a reference to a body corporate and to an unincorpo

12 MISCELLANEOUS

12.1 This Agreement c ement between the Parties and supersedes any pri he Parties whether written or oral and such prior agr s from the date hereof and each Party acknowledge gainst the other in respect of any previous agreemen

12.2 This Agreement ma by an instrument in writing signed by the duly authoris Parties

12.3 Any notice to be se he other shall be deemed to have been duly given if s of, a duly authorised officer of the Party giving the noti

SAMPLE

12.3.1 when deliv rier or other messenger (including registered ess hours of the recipient; or

12.3.2 when sent, and a return receipt is generated; or

12.3.3 on the fift g mailing, if mailed by national ordinary m

In each case notice the most recent address or e-mail address notified to

12.4 The Parties do not r any part of it to be enforceable under or by virtue of third Parties) Act 1999 by any person who is not a

12.5 No failure or delay cising any of its rights under this Agreement shall be r of that right, and no waiver by either Party of a bre his Agreement shall be deemed to be a waiver of any s same or any other provision.

12.6 In the event that o ons of this Agreement is found to be unlawful, invalid able, that / those provision(s) shall be deemed severe his Agreement. The remainder of this Agreement sha e

13 GOVERNING LAW AND J

13.1 This Agreement (in ual matters and obligations arising therefrom or asso e governed by, and construed in accordance with, th ales.

13.2 Any dispute, contro im between the Parties relating to this Agreement (in ual matters and obligations arising therefrom or associ within the jurisdiction of the courts of England and Wa

This Agreement has been duly ex n the <<xxxx>> day of <<month>> <<year>>.

SIGNED by

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

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

SIGNED by

<<Name of person signing as Part

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

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<<inse tice>>]

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