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SELF EMPLOYED IT CONSULTANT (CONTRACTOR) AGREEMENT

THIS AGREEMENT is made the
BETWEEN:

- (1) <<Name of Service Provider>> incorporated in <<Country of Registration>> under number <<Company Registration Number>> [of] <<insert Address>> ("the Service Provider") **OR** <<Name of Service Provider>> ("the Service Provider")
- (2) <<Name of Sub-Contractor>> ("the Sub-Contractor")

WHEREAS:

- (A) The Service Provider provides IT support services to the Client. The Service Provider has reasonable skill, knowledge, qualifications and experience in the field of IT support services and has been engaged by the Client to provide such IT support services under a contract dated <<insert date>> (the "Main Contract") which is attached as Schedule 1.
- (B) The Sub-Contractor has relevant qualifications and experience in the field of IT support services and offers their services to the Service Provider as a sub-contractor of the Service Provider in relation to its obligations under the Main Contract.
- (C) In reliance upon such skill, knowledge, qualifications and experience, the Service Provider wishes to engage the Sub-Contractor to provide certain parts of the IT support services to the Client as a sub-contractor under the Main Contract as described herein.
- (D) The Sub-Contractor wishes to provide IT support services to the Client subject to, and in accordance with, the terms and conditions of this Agreement.

IT IS AGREED as follows:

1. Definitions and Interpretation

1.1 In this Agreement, the following expressions have the following meanings:

"Business Day"

any day other than Saturday or Sunday) on which the Client's offices are open for their full range of business hours at <<insert location>>;

"Client"

<<Name of Client>> [a company incorporated in <<insert country of registration>> under registration number <<insert registration number>> whose registered office is at] **OR** [of] <<insert address>>;

"Commencement Date"

the date on which this Agreement is made as set out in Schedule 1 to this Agreement;

"Confidential Information"

information of either Party, information which is disclosed by one Party to the other Party pursuant to this Agreement (whether in writing or by any other medium, and whether the disclosure is expressly stated to be confidential or not);

**“Data Protection
Legislation”**

[“Equipment”

**[“Intellectual Property
Rights”**

[“Software”

“Sub-Contractor’s Fees”

“Sub-Contracted Services”

“Support Services”

“Worker”

- 1.2 Unless the context of the Agreement requires otherwise, the following definitions shall apply:
- 1.2.1 “writing”, and any other form of communication, includes a reference to any transmission;
 - 1.2.2 a statute or regulation includes a reference to that statute or regulation in force at the relevant time;

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the legislation in force from time to time in the United Kingdom applicable to data protection, including, but not limited to, the retained EU law version of the General Data Protection Regulation ((EU) 2016/679), the law of England and Wales, the law of Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018); the Data Protection Act 2018 (and regulations made under it); the Privacy and Electronic Communications Regulations 2003 as amended;

IT equipment in relation to which the Sub-Contractor is to provide any or all of the Sub-Contracted Services, as detailed in Schedule 3;]

any intellectual property rights, including, but not limited to, patents, rights to inventions, copyright and related rights, rights in designs, database rights, topography, rights in confidential information (including know-how and trade secrets) in each case whether registered or unregistered, and including all renewals or extensions of, such

software operating on the computer system to which the Sub-Contractor is to provide any or all of the Sub-Contracted Services, as detailed in Schedule 4;]

payable by the Service Provider to the Sub-Contractor in consideration of the Sub-Contracted Services, as fully described in Schedule 3;

any of the Support Services to be provided by the Sub-Contractor;

any services to be provided by the Sub-Contractor to the Client under the Main Contract, and the Sub-Contracted Services form

either self-employed or employed by the Sub-Contractor, with suitable skill, knowledge and experience who is nominated and engaged by the Sub-Contractor to carry out any or all of the Sub-Contracted Services on the Sub-Contractor’s behalf.

reference in this Agreement to: “writing”, and any other form of communication, includes a reference to any transmission; a statute or regulation includes a reference to that statute or regulation in force at the relevant time;

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1.2.3 "this Agreement" shall mean this Agreement and each of the Schedules attached hereto at the relevant time;

1.2.4 a Schedule means a Schedule attached to this Agreement;

1.2.5 a Clause or Paragraph means a Clause or Paragraph of this Agreement (other than a Clause or Paragraph of the relevant Schedule); and

1.2.6 a "Party" or "Parties" means the Parties to this Agreement.

1.3 The headings used herein are for convenience only and shall have no effect upon the interpretation of this Agreement.

1.4 Words imparting the singular shall include the plural and vice versa.

1.5 References to any gender shall include the other gender.

1.6 References to persons shall include corporations.

2. Commencement Date

2.1 Subject to sub-Clause 2.2, this Agreement shall come into effect on the Commencement Date.

2.2 In the event that this Agreement does not come into effect by the Commencement Date, it shall come into effect only on and from the date on which the Service Provider receives written notice from the Service Provider that the Main Contract has come into effect.

2.3 The Service Provider shall notify the Sub-Contractor immediately in writing of the Commencement Date if it is not already in effect on the Commencement Date.

3. Engagement of the Sub-Contractor

3.1 The Service Provider shall engage the Sub-Contractor to provide the Sub-Contracted Services in accordance with the terms and conditions of this Agreement.

3.2 The appointment of the Sub-Contractor shall be mutually non-exclusive, that is to say, the Service Provider or other person engaged by the Service Provider and client may engage other service providers and client may engage other service providers. The Sub-Contractor shall be the same as or similar to the Sub-Contractor engaged by the Service Provider. The Service Provider can engage any other sub-contractor or employee to provide the Sub-Contracted Services which are the same as or similar to the Sub-Contracted Services provided that provision of such other services by the Sub-Contractor or the engagement of any other sub-contractor or employee by the Service Provider does not adversely affect the Sub-Contracted Services fully and correctly on a timely basis.

3.3 The Sub-Contractor shall, at its discretion, at its own expense, and on one or more occasions) to substitute for itself and/or engage any Worker(s) in providing the Sub-Contracted Services in addition to the Sub-Contractor [or addition(s)] in any case, provided that the Worker(s) has the requisite skill, knowledge and experience. The Sub-Contractor shall consult with the Service Provider beforehand but whether or not the Sub-Contractor shall substitute a Worker for itself. The Sub-Contractor shall in its reasonable endeavours to provide such

5. Sub-Contractor's Obligations

- 5.1 The Sub-Contractor shall endeavour to ensure that the Sub-Contracted Services are provided in accordance with the material respects in accordance with Schedule 2.
- 5.2 The Sub-Contractor shall ensure that the Sub-Contracted Services are provided by it and any Worker(s) with due skill and care.
- 5.3 The Sub-Contractor shall endeavour to ensure that deadlines agreed between the Sub-Contractor and the Service Provider from time to time in accordance with the terms of the Agreement between the Service Provider and the Client are met. Time shall be of the essence of this Agreement.
- 5.4 The Sub-Contractor shall endeavour to act, and to ensure that any Worker(s) comply with, in accordance with all reasonable instructions given to the Sub-Contractor by the Service Provider provided such instructions are consistent with the terms of the Sub-Contracted Services as set out in Schedule 2.
- 5.5 The Sub-Contractor shall ensure that any Worker(s) comply with, in accordance with all reasonable regulations, byelaws, standards, codes of conduct and any other rules applicable to or relevant to the provision of the Sub-Contracted Services.
- 5.6 [The Sub-Contractor shall ensure that any Worker(s) comply with, in accordance with all reasonable agreements which the Sub-Contractor is required to interact with in the provision of the Sub-Contracted Services.]
- 5.7 [The Sub-Contractor shall ensure that any Worker(s) comply with, in accordance with all reasonable guarantee and free of charge, any and all end user licence in any products or materials, any Intellectual Property Rights in the course of the Sub-Contracted Services in any media, including computer software, reports and specifications.]
- 5.8 [The Sub-Contractor shall ensure that any Worker(s) comply with, in accordance with all reasonable changes to the Sub-Contracted Services that may be required as a result of a request by the Service Provider to change the Support Services, subject to the Service Provider agreeing any reasonable change in Fees that are appropriate to take proper account of such changes.]

6. Service Provider's Obligations

- 6.1 The Service Provider shall ensure that the Client shall, as appropriate:
 - 6.1.1 Allow the Sub-Contractor to have access to the relevant Workers access to the relevant [Equipment] reasonably required by the Sub-Contractor in the provision of the Sub-Contracted Services;
 - 6.1.2 Provide adequate facilities for the Sub-Contractor and any Worker(s), sub-contractors, consultants (or) as reasonably required by the Sub-Contractor;
 - 6.1.3 Co-operate with the Sub-Contractor upon the Sub-Contractor's reasonable request in the event of any defect or malfunction in the Sub-Contracted Services.
- 6.2 The Service Provider shall ensure that the Client allows the Sub-Contractor to have access to the relevant Workers access to the relevant [Equipment] reasonably required by the Sub-Contractor in the provision of the Sub-Contracted Services;

- and any Workers reasonably necessary for the provision of the Contracted Services
- 6.3 The Service Provider shall ensure that the Sub-Contractor has access to the Client makes freely available to the Sub-Contractor for the provision of the Sub-Contracted Services
- 6.3.1 [any and all equipment and materials required for the provision of the Sub-Contracted Services]
- 6.3.2 [any and all equipment and materials required for the provision of the Sub-Contracted Services]
- 6.3.3 [original Software]
- 6.3.4 [current data]
- 6.3.5 [<<insert additional equipment and materials required for the provision of the Sub-Contracted Services>>]
- 6.4 The Service Provider shall ensure that the Sub-Contractor shall, as appropriate, use reasonable endeavours to ensure the accuracy and completeness of the information provided to the Sub-Contractor that is necessary for the provision of the Sub-Contracted Services
- 6.5 The Service Provider shall ensure that the Sub-Contractor shall, as appropriate, use reasonable endeavours to ensure the accuracy and completeness of the information provided to the Sub-Contractor that is necessary for the provision of the Sub-Contracted Services
- 6.6 If the Sub-Contractor requests the decision, approval, or communication from the Client in order to continue provide the Sub-Contracted Services (or any part thereof), the Service Provider shall ensure that the Client uses reasonable endeavours to ensure the accuracy and completeness of the information provided to the Sub-Contractor that is necessary for the provision of the Sub-Contracted Services
- 6.7 The Service Provider shall ensure that the Client uses all reasonable endeavours to ensure the accuracy and completeness of the information provided to the Sub-Contractor that is necessary for the provision of the Sub-Contracted Services
- 7. Provision of Equipment**
- [7.1 The Service Provider shall ensure that the Sub-Contractor has access to the Client makes freely available to the Sub-Contractor for the provision of the following equipment:
- <<insert equipment and materials required for the provision of the Sub-Contracted Services>>
- <<insert equipment and materials required for the provision of the Sub-Contracted Services>>
- <<add further equipment and materials required for the provision of the Sub-Contracted Services>>
- AND/OR**
- [7.2 The Sub-Contractor shall ensure that the Client uses all reasonable endeavours to ensure the accuracy and completeness of the information provided to the Sub-Contractor that is necessary for the provision of the Sub-Contracted Services
- <<insert equipment and materials required for the provision of the Sub-Contracted Services>>
- <<insert equipment and materials required for the provision of the Sub-Contracted Services>>
- <<add further equipment and materials required for the provision of the Sub-Contracted Services>>
- 8. Insurance**
- 8.1 The Service Provider shall ensure that the Sub-Contractor shall, as appropriate, use reasonable endeavours to ensure the accuracy and completeness of the information provided to the Sub-Contractor that is necessary for the provision of the Sub-Contracted Services
- indemnity of £<<insert amount>> per occurrence. The Sub-Contractor shall ensure that the Client uses all reasonable endeavours to ensure the accuracy and completeness of the information provided to the Sub-Contractor that is necessary for the provision of the Sub-Contracted Services

Contracted Services, a like policy limit of indemnity for any one or.

- in relation to the Support Services
personal indemnity insurance with a
\$1,000,000 limit for any one occurrence. [Such
as the extent evidenced in the policy
6] **OR** [The Sub-Contractor must
contracted Services, a like policy (with
personal indemnity for any one occurrence)

Services, the Service Provider shall subcontract in accordance with

- Services, the Service Provider shall subcontract in accordance with the Sub-Contractor for the Sub-Contractor's benefit of Schedule 5.
- The Sub-Contractor's Fees due within <<insert>> from the Sub-Contractor.
- The Service Provider under this Agreement shall pay in cleared funds, to such bank in which it may from time to time nominate in which the sum falls due on a day that is not a following Business Day.
- In any other rights open to it, if the Sub-Contractor within the time period set out in the Agreement pay interest on the overdue sum at a minimum above the base lending rate of the Bank of England. Such interest shall accrue on a daily basis until payment is made in full to the Sub-Contractor before or after judgment. The interest together with the overdue sum.
- The sum shall be paid in full without any set-off, except such amount (if any) of tax that is payable in respect of the sum.
- The sum shall not be set off against sums due to the Sub-Contractor from the Sub-Contractor.
- The sum shall not be paid to any Worker in respect of the sum.
- The sum shall not be pocket and any other expenses incurred in respect of the Sub-Contracted Services payable from the Service Provider. All such expenses shall be covered by the Sub-Contractor.

10. Indemnity

- 10.1 The Sub-Contractor shall indemnify the Service Provider against all losses, claims, demands, costs and expenses incurred or suffered by the Service Provider which are caused in whole or in part by any negligent act or omission of or breach of this Agreement by the Sub-Contractor.
- 10.2 The Service Provider shall give the Sub-Contractor notice in writing as soon as possible after it becomes aware of a dispute arising between the Service Provider and the Client in relation to the Contracted Services to which sub-Clause 10.1 applies.
- 10.3 The Sub-Contractor shall indemnify the Service Provider in full for any dispute arising between the Service Provider and the Client in relation to the Contracted Services to which sub-Clause 10.1 applies, provided that the Service Provider gives written notice to the Sub-Contractor as required under sub-Clause 10.2, where the dispute arises out of or in connection with this Agreement. The Sub-Contractor shall be deemed to have sole authority and responsibility to settle such Dispute.

11. Liability

- 11.1 This Clause 11 sets out the financial liability of the Parties to each other for any loss, damage, injury, death, or tortious act, statement, or tortious omission, but not limited to, negligence, breach of contract, or breach of statutory duty arising out of or in connection with this Agreement.
- 11.2 Subject to sub-Clause 11.3, the Party shall be liable to the other, whether in contract, tort (including negligence or innocent), or for breach of statutory duty however arising out of or in connection with this Agreement, for any loss, damage, injury, death, or tortious act, statement, or tortious omission, but not limited to, negligence, breach of contract, or breach of statutory duty, loss of profit, loss of revenue, loss of opportunity, loss of time, failure to achieve the purpose of the Agreement, loss of data, corruption of data recorded on any computer or data storage system, or any special, commercial, economic, or other loss that may be suffered by the other Party that arises out of or in connection with this Agreement.
- 11.3 Nothing in this Clause shall limit the liability of the Parties under the provisions of this Agreement shall:
- 11.3.1 limit the liability of the Parties for fraud or fraudulent misrepresentation, or for death or personal injury;
- 11.3.2 exclude or limit the liability of the Parties for the Sub-Contractor under or in respect of the Contracted Services.
- 11.4 Subject to Clause 11.3, the liability of either Party arising out of or in connection with this Agreement, for any loss, damage, injury, death, or tortious act, statement, or tortious omission, but not limited to, negligence, breach of contract, tort (including negligence or innocent), or for breach of statutory duty, shall be limited to £<<in the event of a dispute arising out of or in connection with this Agreement during the entire term of the Agreement.

12. Confidentiality

- 12.1 Each Party undertakes to keep confidential the information authorised in writing by the other Party during the term of this Agreement and for a period of [] years after its termination:
- 12.1.1 keep confidential the information;

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- 12.1.2 not disclose Confidential Information to any other party;
- 12.1.3 not use any Confidential Information for any purpose other than as contemplated by the terms of this Agreement;
- 12.1.4 not make any Confidential Information available in any way or part with possession of Confidential Information;
- 12.1.5 ensure that Confidential Information is not disclosed by any officers, employees, agents, sub-contractors or subcontractors of that Party, which, if done by that Party, would be a breach of the Confidential Information Clauses 12.1.1 to 12.1.4 above.

12.2 Either Party may:

- 12.2.1 disclose any Confidential Information to:
 - 12.2.1.1 any subcontractor or agent of that Party;
 - 12.2.1.2 any other authority or regulatory body;
 - 12.2.1.3 any other person or body of that Party or of any of the parties or bodies;
 - 12.2.1.4 the Confidential Information to such extent as may be necessary for the purposes contemplated by this Agreement (including the provision of the Confidential Information to the other Party in question, limited to, the provision of the Confidential Information to the other Party in question, in each case that Party shall first inform the other Party in question that the Confidential Information is being disclosed, except where the disclosure is to any subcontractor or agent of that Party or to any employee or officer of any other authority or regulatory body, in which case the other Party shall be deemed to have been so informed);
- 12.2.2 use any Confidential Information for any purpose, or disclose it to any other person or body, in which case it is at the date of this Agreement, Confidential Information, or has become, public knowledge through no fault of that Party, or where the use or disclosure, that Party must ensure that the Confidential Information which is not public knowledge, is not disclosed to any other person or body.

- 12.3 The provisions of this Clause 12 shall continue in force in accordance with the terms of this Agreement for any reason.

13. Non-Solicitation

- 13.1 Neither Party shall, within the term of this Agreement, or after its termination or expiry, solicit, induce, or attempt to solicit or induce, the services of any person who is or was employed or otherwise engaged by the other Party at any time in relation to this Agreement.
- 13.2 Neither Party shall, within the term of this Agreement, or after its termination or expiry, solicit, induce, or attempt to solicit or induce, from the other Party any customer or client where any such solicitation or inducement would cause damage to the business of that other Party.

14. Force Majeure

- 14.1 Neither Party to the Agreement shall be liable for any failure or delay in performing its obligations under the Agreement that is beyond the control of that Party ("Force Majeure"). Such events shall be limited to: power failure, internet failure, industrial action, civil unrest, fire, flood, storms, acts of terrorism, acts of war, governmental action or any other dissimilar event or circumstance of force majeure.
- 14.2 [In the event that a Party cannot perform its obligations hereunder as a result of a Force Majeure event for a continuous period of <<insert period>>, the other Party may terminate this Agreement by giving written notice at the discretion of the Client. In the event of such termination, the Parties shall agree on a reasonable payment for all work carried out correctly or completely prior to the date of termination. Such payment shall be based on the value of prior contractual commitments entered into in reliance on this Agreement and the payment that the Sub-Contractor should receive from the Client in respect of the work completed by the Sub-Contractor.]

15. Term and Termination

- 15.1 This term of this Agreement shall run from the Commencement Date until the Parties have completed their obligations under this Agreement.
- 15.2 If the Main Contract is terminated for any reason, this Agreement shall thereupon automatically terminate without any further action being required by the Parties, subject to the provisions of Clause 16.
- 15.3 [Either Party may terminate this Agreement by giving to the other not less than <<insert notice period>> days' notice, to expire on or at any time after <<insert minimum term>> months.]
- 15.4 Either Party may terminate this Agreement immediately by giving written notice to the other Party if:
- 15.4.1 any sum owed by one Party to the other is not paid within <<insert period>> Business Days after being given written notice of payment;
 - 15.4.2 that other Party is in breach of any of the provisions of this Agreement which are capable of remedy, fails to remedy it within <<insert period>> Business Days after being given written notice giving it the opportunity to be remedied;
 - 15.4.3 an encumbrance is placed on any of the property or assets of that other Party, or where that other Party is a company, a charge is created over any of the property or assets of that other Party;
 - 15.4.4 that other Party enters into an arrangement with its creditors or is placed into an administration order (within the meaning of Section 86);
 - 15.4.5 that other Party is an individual or firm, has a bankruptcy order made against it, or goes into liquidation (except for the purposes of reconstruction or re-construction and in such

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a manner that
bound by or
this Agreement

therefrom effectively agrees to be
imposed on that other Party under

15.4.6 anything and
jurisdiction of

foregoing under the law of any
other Party;

15.4.7 that other Party

to cease, to carry on business; or

15.4.8 control of the
persons not
Agreement.
"connected"
Sections 112

red by any person or connected
other Party on the date of this
this Clause 15, "control" and
the meanings ascribed thereto by
of the Corporation Tax Act 2010.

15.5 For the purposes of
of remedy if the Party
respects.

each shall be considered capable
with the provision in question in all

15.6 The rights to term
prejudice any other
concerned (if any) of

ven by this Clause 15 shall not
er Party in respect of the breach

16. Effects of Termination

Upon the termination of this

on:

16.1 any sum owing by
Agreement shall be

under any of the provisions of this
and payable;

16.2 all Clauses which, e
the expiry or termin

ir nature, relate to the period after
shall remain in full force and effect;

16.3 termination shall not
which the termination
termination or any
may have in respect
before the date of te

right to damages or other remedy
spect of the event giving rise to the
or other remedy which any Party
s Agreement which existed at or

16.4 subject as provided
rights neither Party

except in respect of any accrued
r obligation to the other; and

16.5 each Party shall (e
cease to use, either
shall immediately re
control which conta

red to in Clause 12) immediately
any Confidential Information, and
any documents in its possession or
tial Information.

17. Data Protection

17.1 All personal data th
held in accordance
the rights of the oth
Data Protection Leg

will be collected, processed, and
the Data Protection Legislation and
er(s) or other third party under the

17.2 For complete deta
retention of persona
personal data is use
of the other Party a
them, and persona
respective Privacy P
<<insert location>>
location>>].

ection, processing, storage, and
limited to, the purpose(s) for which
es for using it, details of the rights
er third party and how to exercise
(applicable), please refer to the
ailable from the Sub-Contractor at
the Service Provider at <<insert

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18.6.4.2 Affected
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18.6.4.3 The
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es with its obligations under the
, providing an adequate level of
sonal data so transferred; and

18.6.4.4 The
give
pro

es with all reasonable instructions
Data Controller with respect to the
data.

18.6.5 Assist the D
to any and
compliance
security, bre
with supervi
the Informat

Data Controller's cost, in responding
Data subjects and in ensuring its
tion Legislation with respect to
t assessments, and consultations
ators (including, but not limited to,
e);

18.6.6 Notify the D
breach;

undue delay of a personal data

18.6.7 On the Da
dispose of) o
the Data C
required to r

instruction, delete (or otherwise
a and any and all copies thereof to
of this Agreement unless it is
data by law; and

18.6.8 Maintain cor
technical an
demonstrate
the Data Co

ords of all processing activities and
ures implemented necessary to
ause 18 and to allow for audits by
designated by the Data Controller.

18.7 [The Data Process
to the processing of

any of its obligations with respect
Clause 18.]

OR

18.7 [The Data Process
processor with resp
18 without the prior
be unreasonably w
sub-processor, the

t any of its obligations to a sub-
f personal data under this Clause
Data Controller (such consent not to
at the Data Processor appoints a

18.7.1 Enter into a
impose upon
upon the Da
the Data P
obligations;

n the sub-processor, which shall
same obligations as are imposed
use 18 and which shall permit both
Data Controller to enforce those

18.7.2 Ensure that
that agreem

lies fully with its obligations under
on Legislation.]

18.8 Either Party may, at
days'>> notice, al
replacing them with
that form part of a
when replaced by a

st <<insert period, e.g. 30 calendar
provisions of this Agreement,
rocessing clauses or similar terms
scheme. Such terms shall apply
ent.]]

19. No Waiver

No failure or delay by either
law or under this Agree
and no waiver by either Pa

f its rights or remedies provided by
e a waiver of that right or remedy,
provision of this Agreement shall be

- deemed to be a waiver of a
- 20. Further Assurance**
- Each Party shall execute deeds, documents and things as may be necessary to carry the Agreement into full force and effect.
- 21. Costs**
- Subject to any provisions to the contrary, each Party to this Agreement shall pay its own costs of and incidental to the preparation, execution and carrying into effect of this Agreement.
- 22. Assignment and Sub-Contracting**
- 22.1 [Subject to sub-Clause 22.2, the Agreement is personal to the Parties. Neither Party may assign, sub-assign, sub-charge (otherwise than by floating charge) or sub-licence any of its rights hereunder, or sub-contract or otherwise delegate any of its obligations hereunder without the written consent of the other Party, which consent not to be unreasonably withheld.
- 22.2 [Subject to Clause 22.1, the Contractor shall be entitled to perform any of the obligations hereunder through any Worker(s) who are suitably qualified and skilled for the purposes of this Agreement. The Contractor shall be responsible for the acts or omissions of such Worker(s) shall, for the purposes of this Agreement, be deemed to be an act or omission of the Sub-Contractor.
- 23. Time**
- [The Parties agree that all time periods stated in this Agreement shall be of the essence of this Agreement.]
- OR**
- [The Parties agree that the time periods stated in this Agreement are for guidance only and are not intended to be of the essence of this Agreement and may be varied by mutual agreement between the Parties.]
- 24. Relationship of the Parties**
- Nothing in this Agreement shall constitute or give rise to a partnership, joint venture, association, or any employment relationship between the Parties, or any employment relationship between any Worker and the Service Provider, or any other fiduciary relationship, except as expressly provided for in the Agreement.
- 25. Third Party Rights**
- 25.1 No one other than a Party to the Agreement, its assignees, shall have any right to enforce any of its terms and accordingly the provisions of the Agreement shall not apply to this Agreement.
- 25.2 Subject to this Clause, the Agreement shall continue and be binding on the transferee, successors or assigns of a Party as required.
- 26. Notices**
- 26.1 All notices under the Agreement shall be in writing and be deemed duly given if signed by the Party or its duly authorised officer of that Party.
- 26.2 Notices shall be deemed to have been duly given by a Party to the other Party:

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26.2.1 when delivered by a registered messenger

26.2.2 when sent, if by registered mail

26.2.3 on the fifth business day after the date of the ordinary first class post

In each case notices shall be notified by that other Party.

27. Entire Agreement

27.1 [Subject to Clause 27.2] This Agreement contains the entire agreement between the Parties and supersedes any prior agreement between the Parties. The Parties acknowledge they have entered into this Agreement.

27.2 This Agreement may be made by the Parties or their authorised representatives. No Worker shall be deemed to be a duly authorised representative of the Sub-Contractor for this purpose unless the Sub-Contractor has authorised that Worker in writing in a notice to the Secretary of the Sub-Contractor.

27.3 Each Party acknowledges that it enters into this Agreement on any statement, condition or warranty, expressly provided or otherwise implied by statute or otherwise permitted by law.

28. Counterparts

This Agreement may be made by the Parties to it on separate counterparts. Each counterpart shall be an original, but all counterparts when so executed and delivered together shall constitute one and the same instrument.

29. Severance

If one or more of the provisions of this Agreement are found to be unlawful, invalid or otherwise unenforceable, the remaining provisions of this Agreement shall be valid and enforceable.

30. Dispute Resolution

30.1 The Parties shall attempt to resolve any dispute arising out of or relating to this Agreement through their appointed representatives who have the authority to bind them.

30.2 [If negotiations under Clause 30.1 do not resolve the matter within <<insert period>> days of the date of the last attempt to resolve the dispute, the parties will attempt to resolve the dispute through an agreed Alternative Dispute Resolution (ADR) procedure.]

30.3 [If the ADR procedure under Clause 30.2 does not resolve the matter within <<insert period>> days of the date of the last attempt to resolve the dispute, or if either Party will not participate in the ADR procedure, the dispute may be referred to arbitration by either Party.]

30.4 The seat of the arbitration shall be England and Wales.

by a registered messenger (including a return receipt is generated; or

by registered mail, if mailed by national first class post, at the cost of the sender.

at its most recent address or e-mail address

ent contains the entire agreement between the Parties and supersedes any prior agreement between the Parties. The Parties acknowledge they have entered into this Agreement.

by an instrument in writing signed by the Parties or their authorised representatives. No Worker shall be deemed to be a duly authorised representative of the Sub-Contractor for this purpose unless the Sub-Contractor has authorised that Worker in writing in a notice to the Secretary of the Sub-Contractor.

to this Agreement, it does not rely on any statement, condition or warranty, expressly provided or otherwise implied by statute or otherwise permitted by law.

number of counterparts and by the Parties to it on separate counterparts. Each counterpart shall be an original, but all counterparts when so executed and delivered together shall constitute one and the same instrument.

is found to be unlawful, invalid or otherwise unenforceable, the remaining provisions of this Agreement shall be valid and enforceable.

ute arising out of or relating to this Agreement through their appointed representatives who have the authority to bind them.

o not resolve the matter within <<insert period>> days of the date of the last attempt to resolve the dispute, the parties will attempt to resolve the dispute through an agreed Alternative Dispute Resolution (ADR) procedure.]

30.2 does not resolve the matter within <<insert period>> days of the date of the last attempt to resolve the dispute, or if either Party will not participate in the ADR procedure, the dispute may be referred to arbitration by either Party.]

30.3 shall be England and Wales.

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The arbitration shall be governed by the Arbitration Act 1996 and Rules for Arbitration as agreed by the Parties. In the event that the Parties are unable to agree on the Rules for Arbitration, either Party may, upon giving written notice to the other Party, apply to the President or Deputy President of the Chartered Institute of Arbitrators for the appointment of an arbitrator and for any decision on rules that may be required.

Arbitration Act 1996 and Rules for Arbitration as agreed by the Parties. In the event that the Parties are unable to agree on the Rules for Arbitration, either Party may, upon giving written notice to the other Party, apply to the President or Deputy President of the Chartered Institute of Arbitrators for the appointment of an arbitrator and for any decision on rules that may be required.

30.5 Nothing in this Clause shall prevent either Party or its affiliates from applying to a court for an injunction.

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30.6 The Parties hereby agree that the dispute resolution under this Agreement shall be final and binding on both Parties.

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31. Law and Jurisdiction

31.1 This Agreement (including any dispute, controversy, proceedings or claim between the Parties arising out of or in connection with this Agreement (including any non-contractual matters)) shall fall within the exclusive jurisdiction of the courts of England and Wales.

31.1 This Agreement (including any dispute, controversy, proceedings or claim between the Parties arising out of or in connection with this Agreement (including any non-contractual matters)) shall fall within the exclusive jurisdiction of the courts of England and Wales.

31.2 Subject to the provisions of this Agreement, any dispute, controversy, proceedings or claim between the Parties arising out of or in connection with this Agreement (including any non-contractual matters)) shall fall within the exclusive jurisdiction of the courts of England and Wales.

31.2 Subject to the provisions of this Agreement, any dispute, controversy, proceedings or claim between the Parties arising out of or in connection with this Agreement (including any non-contractual matters)) shall fall within the exclusive jurisdiction of the courts of England and Wales.

SIGNED [for and on behalf of the Service Provider]

SIGNED [for and on behalf of the Service Provider]

<<Name of Service Provider or name of authorised signatory>>
[Director]

<<Name of Service Provider or name of authorised signatory>>
[Director]

[Authorised] Signature

Date: _____

SIGNED by <<Full name of Sub-Contractor>>
(the Sub-Contractor)

SIGNED by <<Full name of Sub-Contractor>>
(the Sub-Contractor)

Signature

Date: _____

The Main Contract

<<Attach a complete copy of the M

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The Sub-Contracted Services

<<Insert a detailed specification of the services to be provided by the Sub-Contractor>>

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Insurance

<<Insert evidence of insurance reference number>>]

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Pursuant to Clause 18.4, the following details of the nature and purpose of the process

type(s) of personal data, the scope, and the processing:

<<Insert full details>>]

[Pursuant to Clause 18.6.2, the following technical and organisational measures agreed:

<<Insert full details>>]]

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