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CONTRACTOR (COMPANY) (FISCAL AND ADMINISTRATIVE)

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

- (1) <<Name of Company>> a <<Country of Registration>> under  
number <<Company Registration Number>> whose registered office is at  
<<Registered office>> ("the Company")
- (2) <<Name of Contractor>> a <<Country of Registration>> under  
number <<Company Registration Number>> whose registered office is at <<Insert  
Contractor's Address>> ("the Contractor")

**WHEREAS:**

The Company appoints the Contractor to provide and administrative Services ("the  
Services") to the Company and to provide such Services for the  
Duration of the Agreement and upon the terms and conditions in the Agreement.

**IT IS AGREED** as follows:

**1. Definitions**

In this Agreement, unless otherwise stated, the following words and  
expressions shall have the meanings ascribed to them:

1.1 Commencement Date: the date on which the Agreement commences;

1.2 Services: [The clerical and administrative Services to be performed by the  
Contractor under this Agreement shall include:

<<Insert a description of the Services to be carried out by the  
Contractor>>];

and

such other services as may be agreed upon from time to time, during  
the term of the Agreement.]

**OR**

[The clerical and administrative Services to be performed by the Contractor  
under this Agreement shall be as set out in the Schedule of Services.]

1.3 Termination Date: the date on which the Contractor's appointment hereunder  
is terminated.

1.4 Worker: any person employed by the Contractor, with  
suitable skill, knowledge and experience who is nominated and engaged by  
the Contractor to carry out the Services on behalf of the Contractor.

**2. Duration of the Agreement**

The Agreement shall commence on the Commencement Date <<Insert  
Date of Agreement>> until the Termination Date <<Insert Date>> or until the Termination Date  
when this Agreement is terminated in accordance with Clause 12.

**3. Contractor's Obligations**

3.1 For the duration of the Agreement, the Contractor shall:

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3.1.1 perform the Services in accordance with Clause 1 of] [the Schedule to] this Agreement;

3.1.2 make a Work Schedule for the Company for not less than <<Insert minimum working hours>> hours during each day and for not less than <<Insert minimum working days>> working days during each week;

3.1.3 ensure that the Contractor fulfils the obligations of the Contractor in an efficient manner to the best of his/her ability; and

3.1.4 keep the Company informed of progress on the Services and in particular to <<Insert details>> in respect of the day-to-day performance of the Services.

3.2 Subject to any relevant provisions in the Schedule, the Contractor is exclusively entitled to determine the order for organising when, how, and in what order the Services are performed but shall liaise with the Company's representative to ensure that due consideration is taken of the impact of the timing of the Services to be performed on the activities of the Company and any other contractors already engaged by the Company.

3.3 The Contractor may at any time (and on one or more occasions) substitute or replace any Worker for any Worker any other Worker to provide the Services. The Contractor shall use reasonable endeavours to ensure that the Company is kept informed about any such substitution. The Contractor shall not accept any such Worker if in its reasonable opinion the Worker is not suitable due to lack of requisite skills, experience, knowledge, or expertise. The Contractor shall in any event always provide a suitable substitute Worker if the provision of the Services is unduly delayed by the absence of a Worker for any reason upon notification by a duly authorised representative of the Company that the delay occasioned is unacceptable.

3.4 The Contractor is responsible for the quality of the work undertaken by its Workers on the Services. The Contractor, its Workers, and its subcontractors, if any, shall ensure that Workers on the Services shall do so competently and with reasonable care.

3.5 It is understood and agreed that the Contractor's activities and working methods and those of its Workers shall be at all times exclusively for the Company and under the Company's direction and control. The Company shall not be responsible for the Contractor or any Worker in the provision of the Services and the Company shall have any right to do so.

#### 4. Fee

4.1 The Company shall pay the Contractor a fee of <<Insert fee>> (excluding any applicable tax) on <<e.g. hourly>> fee of <<Insert fee>> (excluding any applicable tax) for the provision of the Services.

4.2 These fees are to be paid to the Contractor on the <<Insert frequency>> (e.g. weekly/monthly) working day of each calendar month. The Contractor's invoice to the Company shall be submitted to the Company at least <<Insert period>> (e.g. one week>> prior to that date. The invoice shall detail the fees due in respect of the Services provided within that month and the fees due in respect of the Contractor's overheads. If the Contractor is registered for Value Added Tax, the fees shall be shown separately on the invoice.

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4.3 If there are periods when the Contractor shall not be required to perform, the Contractor shall be paid for those periods. Fees are payable only in respect of periods when the Contractor is required to perform.

## 5. [Expenses]

5.1 The Company shall reimburse the Contractor travelling expenses only for the performance of their obligations hereunder other than travelling between their normal place of business and the place where the Contractor's Services are to be carried out.

5.2 In order to obtain reimbursement of the expenses set out in Sub-Clause 5.1 the Contractor must provide satisfactory evidence of actual payment of such expenses as to which reimbursement is reasonably require.]

## 6. Late Payment

If the Company fails to make payment to the Contractor under Clause(s) 4 [and 5] on the due date then, without prejudice to any other right or remedy available to the Contractor, the Contractor shall be entitled to:

6.1 terminate this Agreement if the Company fails to make payment within <<Insert number of days>> working days of the date of the notice from the Contractor giving full particulars of the amount due, requiring such payment to be made within <<Insert number of days>> days; and

6.2 charge the Company with interest on the amount unpaid, at the rate of two per cent per annum above the base rate of <<Insert Bank Name>> from time to time. Such interest shall be payable on a daily basis from the due date for payment until payment is made in full by the Contractor of the overdue sum, whether before or after the date of termination. The Company shall pay the interest due together with the overdue sum.

## 7. Status of Contractor and

7.1 The Contractor's status in relation to the Company is that of an independent contractor. The Contractor shall be responsible for all taxes and contributions (including, but not limited to, social security and national insurance, where applicable) in respect of the Contractor's Services payable to the Contractor under the Contractor's Services Agreement.

7.2 The Contractor hereby releases the Company in respect of any claims that may be made by the Contractor against the Company in respect of any contributions, including interest and penalties, relating to the Contractor's Services Agreement.

7.3 The Contractor shall be responsible for all of its expenses and, where applicable, VAT.

## 8 No Employment

Nothing in this Agreement shall be construed to constitute or give rise to a partnership, joint venture, or any other form of employment relationships between the Contractor and the Company.

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which are the same as or similar at it will not, without the written directly or indirectly engaged or g where this is or is likely to be in here this may adversely affect the der this Agreement.

of interest is deemed to include, but not be limited to, any services to any other company or entity, whether or not affiliated with the Company, such business or other activity, or any business or other activity in which the Company or its affiliates have an interest.

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the duration of this Agreement  
bligations) nor at any time (without  
indirectly:

of any other persona, company,  
whatsoever;

business entity or other organisation

information relating or belonging to  
 , including but not limited to any  
 customer lists or requirements, price  
 lists, information, business plans or  
 information and plans, designs,  
 research activities, any document  
 which they have been told is  
 likely to expect the Company would  
 in which has been given to the  
 confidence by customers, suppliers

throughout the Duration of this  
relating to any matter within the  
s or affairs otherwise than for the  
company.

0.1 above shall cease to apply to  
subsequently come into the public  
reemement, other than by way of

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Administrative)

copyright and design rights  
property of the Company.

and at all times remain the absolute

## 12 Termination

- 12.1 Either Party may terminate this Agreement at any time without notice and without giving any reason.
- 12.2 This Agreement shall be terminated in the following circumstances:
- 12.2.1 either Party fails to comply with the terms and obligations of this Agreement, and the failure, if not remedied within <<insert number>> days of written notice of such failure from the other Party; or
- 12.2.2 either Party is involved in liquidation – either voluntary or compulsory – or the winding up or disposal of bona fide corporate assets, or the appointment of a receiver or administrator over the whole or any part of its assets.
- 12.3 The termination of this Agreement shall be without prejudice to any rights or remedies which have already accrued to either Party under this Agreement.

## 13. Liability

- 13.1 This Clause 13 sets out the liability of the Parties to each other for any breach of contract, or for any tortious act or omission (including breach of statutory duty) arising out of or in connection with this Agreement.
- 13.2 Subject to sub-Clause 13.3, each Party shall be liable to the other, whether in contract, tort (including breach of statutory duty or misrepresentation), or for breach of statutory duty, for any loss, profit, loss of revenue, loss of anticipated saving, business interruption or other loss or damage which may be derived from the use of any asset, loss of data, or any special commercial, economic, indirect or consequential loss or loss that may be suffered by the other Party that is directly or indirectly caused in whole or in part by a breach of this Agreement.
- 13.3 Nothing in this Clause shall limit the liability of the Parties under the provisions of this Agreement shall:
- 13.3.1 limit the liability of either Party for fraud or fraudulent misrepresentation, or for death or personal injury caused by negligence;
- 13.3.2 exclude or limit the liability of either Party under or in respect of the provisions of this Agreement relating to the indemnity given by either Party;
- 13.4 Subject to Clause 13.3, the liability of either Party arising out of or in connection with this Agreement (including negligence), restitution (including without limitation otherwise) shall be limited to the sum of <<insert sum>> [the total of the fees payable by the Contractor for this Agreement for all Services carried out during the term of the Agreement preceding the date such liability arose.

## 14. Force Majeure

- 14.1 No Party to this Agreement shall be liable for any failure or delay in performing their obligations under this Agreement if such failure or delay results from any cause that is beyond the control of that Party ("Force Majeure"). Such causes include, but are not limited to: power failure, internet service provider failure, inclement weather, fire, flood, storms, earthquakes, acts of terrorism, and any other similar or dissimilar event or circumstance beyond the control of the Party in question.
- 14.2 [In the event that a Party cannot perform their obligations hereunder as a result of a Force Majeure event for a continuous period of <<insert period>>, the other Party may, at its option, terminate this Agreement by written notice at the time of such termination, the Parties shall agree to a reasonable payment for all work completed up to the date of termination. Such payment shall take into account any prior payments made and entered into in reliance on the performance of this Agreement.]

## 15. Company Property

On the termination of this Agreement, the Contractor must immediately return to the Company in accordance with the specifications, software, materials, and other documents (and any copies thereof) and any other property of the Company or its associated Companies which are in the Contractor's control. The Contractor will, if so required by the Company, certify that they have complied with their obligations under this Clause.

## 16. No Waiver

No failure or delay by either Party shall be deemed to be a breach of any provision of this Agreement or a subsequent breach of the same by either Party.

## 17. Assignment and Sub-Contracting

- 17.1 Subject to sub-Clause 17.2, neither Party may assign or sub-contract any of its rights hereunder, or its obligations hereunder without the written consent of the other Party, which consent not to be unreasonably withheld.
- 17.2 The Contractor shall not be relieved of any of the obligations undertaken by it through any of its employees, agents, or through suitably qualified and experienced sub-contractors or any act or omission of such other parties. The Contractor shall, for the purposes of this Agreement, be deemed to be the Contractor.

## 18. Third Party Rights

- 18.1 No one other than the Contractor, its employees, agents, transferees, successors or

assignees, shall have the benefit of the  
Contracts (Rights of Termination) Act 1978.  
18.2 Subject to this Clause, the Agreement shall  
transferee, successors and assigns.

any of its terms and accordingly the  
shall not apply to this Agreement.  
shall continue and be binding on the  
other Party as required.

## 19 Notice

19.1 All notices to be given by either Party shall  
be in writing and shall be signed by, or on behalf of, a  
duly authorised officer of the Party giving the notice.  
19.2 Any notice to be sent to the other shall be deemed to have  
been duly given:  
19.2.1 when delivered to the recipient by a courier or other messenger (including  
registered mail) during business hours of the recipient; or  
19.2.2 when sent, in the case of a letter, by recorded delivery and a return receipt is generated; or  
19.2.3 on the fifth business day after mailing, if mailed by national  
ordinary mail.  
In each case notice shall be deemed to have been given to the most recent address or e-mail  
address notified to the other Party.

by either Party to the other shall  
be deemed to have been given if signed by, or on behalf of, a  
duly authorised officer of the Party giving the notice.  
the other shall be deemed to have  
been duly given:  
courier or other messenger (including  
business hours of the recipient; or  
and a return receipt is generated; or  
g mailing, if mailed by national  
the most recent address or e-mail  
address notified to the other Party.

## 20 Entire Agreement

20.1 This Agreement constitutes the entire agreement between the Parties with  
respect to its subject matter and shall not be modified except by an instrument  
in writing signed by both Parties.  
20.2 Each Party acknowledges that, in entering into this Agreement, it does not  
rely on any representation, warranty, condition, stipulation, exemption, limitation  
provided in this Agreement or otherwise, whether express or implied by statute or  
otherwise, and that it accepts the terms, conditions, warranties and other terms  
implied by statute or otherwise to the fullest extent permitted  
by law.  
20.3 The Contractor is not responsible for the performance of its obligations under the  
Contractor under the Agreement and the Contractor does not create  
any mutual obligation between the Parties or accept any further  
relationship shall be created.

ement between the Parties with  
modified except by an instrument  
representatives of the Parties.  
into this Agreement, it does not  
other provision except as expressly  
conditions, warranties or other terms  
added to the fullest extent permitted  
by law.  
services available except for the  
Agreement. The engagement of the  
Contractor does not create  
company or the Contractor to offer  
ment or services. No continuing  
relationship shall be created.

## 21 Law and Jurisdiction

This Agreement is to be governed by the Law of  
England and Wales and the jurisdiction of the  
English and Welsh Courts shall be exclusive in  
respect of this Agreement and any dispute arising thereunder.

ed in accordance with the Laws of  
to the exclusive jurisdiction of the  
Court of the first named Party in the  
route and/or legal proceedings in  
thereunder.

**IN WITNESS WHEREOF** this Agreement has been  
before written

executed the day and year first

SIGNED by

<<Name and Title of person signing>>



for and on behalf of <<Company Name>>

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

SIGNED by

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

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

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