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do so.

1.6 The Sub-Contractor shall be entitled to organise and liaise with the Company to ensure that the impact of the Work on the Company and its other business is minimised.

responsible for organising, and in order the Work is done, but shall ensure that due account is taken of the impact of the Work performed upon the activities of the Company and any other persons also engaged by the Company.

1.7 The Sub-Contractor shall be responsible for ensuring the quality of the Work undertaken by the Sub-Contractor, and, without limitation, is wholly responsible for ensuring that the Consultant and any Consultant engaged by the Sub-Contractor competently and with reasonable care and skill.

quality of the Work undertaken by the Sub-Contractor, and, without limitation, is wholly responsible for ensuring that the Consultant and any Consultant engaged by the Sub-Contractor competently and with reasonable care and skill.

1.8 The Sub-Contractor shall be responsible for the rectification of any unsatisfactory Work at its own expense.

the rectification of any unsatisfactory Work at its own expense.

1.9 The Sub-Contractor shall not be responsible for the performance of the Work under this Agreement. The engagement of the Sub-Contractor to carry out the Work does not create any mutual obligations between the Sub-Contractor and the Company to offer or accept any contract, engagement or work. No such obligation is intended or implied.

any services available except for those specified in this Agreement. The engagement of the Sub-Contractor to carry out the Work does not create any mutual obligations between the Sub-Contractor and the Company to offer or accept any contract, engagement or work. No such obligation is intended or implied.

1.10 [Subject to clause 6.1, the Company's obligation under this Agreement is mutual. The Sub-Contractor, the Principal Consultant and the Company can engage each other to provide work or services which are similar to the Work and the provision of such work or services will not be affected by the engagement of any other person. The Sub-Contractor shall ensure that the Work is completed within the timescale required by the Company.]

that of the Sub-Contractor under this Agreement. The Company is not intended to say that at any time the Sub-Contractor can provide to any third party work or services which are similar to the Work and the provision of such work or services will not be affected by the engagement of any other person. The Sub-Contractor shall ensure that the Work is completed within the timescale required by the Company.]

2. INDEMNITY AND LIABILITY

2.1 The Sub-Contractor shall indemnify the Company in respect of all proceedings in respect of or arising from or in connection with the performance of the Work, whether or not such injury or damage is due to the negligence, breach of statutory duty, or breach of contract of the Sub-Contractor its servants or agents, or of any person engaged by the Sub-Contractor.

clause 2.2] be liable for, and shall indemnify the Company in respect of all liability, damages, loss, claims or proceedings in respect of or arising from or in the course of or by reason of the performance of the Work, whether or not it is due to the negligence, breach of statutory duty, or breach of contract of the Sub-Contractor its servants or agents, or of any person engaged by the Sub-Contractor. The Sub-Contractor is responsible.

2.2 [Subject to clause 6.1, the Company's obligation under this Agreement shall be mutual. The Sub-Contractor, the Principal Consultant and the Company can engage each other to provide work or services which are similar to the Work and the provision of such work or services will not be affected by the engagement of any other person. The Sub-Contractor shall ensure that the Work is completed within the timescale required by the Company.]

of the Sub-Contractor under this Agreement. The Company is not intended to say that at any time the Sub-Contractor can provide to any third party work or services which are similar to the Work and the provision of such work or services will not be affected by the engagement of any other person. The Sub-Contractor shall ensure that the Work is completed within the timescale required by the Company.]

2.3 Nothing in sub-clause 2.1 shall limit the liability of the Sub-Contractor in respect of fraud, fraudulent misrepresentation, fraud, or personal injury.

other provisions of this Agreement shall not limit the liability of the Sub-Contractor in respect of fraud or fraudulent misrepresentation, fraud, or personal injury.

3. PROVISION OF EQUIPMENT

PROVISION OF CLOTHING

3.1 It is understood and agreed that the Sub-Contractor shall be responsible for the provision of all the equipment and materials needed to perform the Work.

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

3.2 The Sub-Contractor shall be responsible for the provision of safety equipment, including but not limited to, and without limitation, accident insurance cover for the duration of the Work.

the provision of safety equipment, including but not limited to, and without limitation, accident insurance cover for the duration of the Work.

Principal Consultant to perform all or any part of the Work engaged by the Sub-Contractor to

4. **STATUS OF THE SUB-CONTRACTOR**

4.1 The Sub-Contractor shall be an independent contractor. The Sub-Contractor shall be responsible for all Income Tax and National Insurance contributions in respect of the consideration payable to it.

4.2 The Sub-Contractor shall indemnify the Company in respect of any claims that may be made against the Company in respect of Income Tax or similar taxes or contributions, including National Insurance, relating to the Work of the Sub-Contractor hereunder.

4.3 The Sub-Contractor shall be responsible for its expenses and Value Added Tax.

4.4 Nothing in this Agreement shall be construed as creating a partnership, joint venture, agency or employment relationship between the Parties, or any relationship, other than the 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 in accordance with 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 shall be made on the appropriate Work records in any way will result in the termination of the Work.

5.2 All payments made shall be expressed 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 in respect of the Work.

5.4 The Company shall indemnify the Sub-Contractor to the Principal Consultant or any other Consultant in respect 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.]

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6.2 [The Sub-Contractor shall, for a period of <<insert>> after the termination or expiry of this Agreement, solicit and identify the Sub-Contractor's former clients on the date of termination. The Sub-Contractor has known or on a per-client basis or request from the Sub-Contractor or any prior agreement or the sharing of the client

course of provision of the Work or for the termination or expiry of this Agreement, solicit and identify the Sub-Contractor's former clients on the date of termination. The Sub-Contractor may waive this restriction entirely or basis upon receipt of a written request from the Sub-Contractor or any prior agreement 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. That provision, this Agreement and remedies the Party

and with immediate effect, by the Company or by the Sub-Contractor, without giving any reason for termination. That provision, this Agreement and remedies the Party

7.1.1 either Party may terminate this Agreement if the other Party fails to perform its obligations within fourteen days of the date of the Party;

the terms and obligations of this Agreement. If a breach of any of the terms of this Agreement is not remedied within the time specified in the notice of such failure from the other

7.1.2 the Sub-Contractor may terminate this Agreement if the Company is in liquidation or compulsory administration or reconstruction or if the Company is a subsidiary of the whole

liquidation or liquidation either voluntary or involuntary for the purposes of bona fide corporate reorganisation or if a receiver is appointed in respect of the Company

7.2 The termination of this Agreement shall not affect any rights which have already accrued

under this Agreement.

8. DATA PROTECTION

For complete details of the collection, retention of personal data, the use of personal data is used, the rights of the individual and third party rights and applicable), please refer to the Data Protection Policy located at <<insert location>> OR [attached in

collection, processing, storage, and use of personal data. For complete details of the collection, retention of personal data is used, the rights of the individual and third party rights and applicable), please refer to the Data Protection Policy located at <<insert location>> OR [attached in

9. CONFIDENTIALITY

9.1 Each Party undertakes to keep confidential and not disclose any information provided by sub-Clause 9.2 or as it shall, at all times during the continuance of this Agreement and for <<insert period>> years] after its termination:

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

9.1.1 keep confidential any information;

information;

9.1.2 not disclose any information to any other party;

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 of any Confidential Information in any way or part with possession of

any way or part with possession of

9.1.5 ensure that any Confidential Information disclosed to sub-contractors, agents, employees, or other persons would be a breach of the provisions of sub-Clauses 9.1.1 to 9.1.4 above.

officers, employees, agents, sub-contractors, or other persons, or any person in contact with, if done by that Party, in breach of the provisions of sub-Clauses 9.1.1 to 9.1.4 above.

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- 9.2 Either Party may:
 - 9.2.1 disclose any Confidential Information to:
 - 9.2.1.1 any sub-Contractor of that Party;
 - 9.2.1.2 any authority or regulatory body; or
 - 9.2.1.3 any other person of that Party or of any of the bodies or bodies;

to such extent as is necessary for the purposes contemplated by this Agreement (including, but not limited to, the carrying out the Work), or as may be required in any case that Party shall first inform the person, to whom the Confidential Information is confidential, that the Confidential Information is confidential (whether the disclosure is to any such body or employee or officer of any such body) under sub-Contract. Such undertaking should be as near as possible to the terms of this Clause 9, to keep the Confidential Information confidential and to use it only for the purposes for which the Confidential Information was disclosed.

- 9.2.2 use any Confidential Information for any purpose, or disclose it to any other person, or at any time, if it is at the date of this Agreement, or has become, public knowledge through no fault of that Party, or if the Confidential Information is not public knowledge.

9.3 The provisions of this Clause shall remain in force in accordance with their terms, notwithstanding the termination of this Agreement for any reason.

10. FORCE MAJEURE

10.1 Neither Party shall be liable for any failure or delay in performing its 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, war, terrorism, internet service provider failure, industrial action, fire, flood, storms, earthquakes, acts of terrorism, or any other similar or dissimilar event or circumstance beyond the control of the Party in question.

10.2 [In the event that a Force Majeure event occurs, the Party affected by such event shall be relieved of its obligations as a result of Force Majeure for a continuous period of >>, the other Party may at its discretion terminate this Agreement by written notice at the end of that period. In the event of termination, the Parties shall agree upon a fair and reasonable payment to be made by the Party terminating up to the date of termination. Such payment shall take into account any prior contractual commitments entered into in reliance on this Agreement.]

11. DEFINITIONS

11.1 In this Agreement, unless otherwise requires, the following expressions have the following meanings:

"Confidential Information" means Confidential Information of either Party, information which is confidential to either Party by the other Party pursuant to this Agreement (whether orally or in writing, and whether or not the information has been expressly stated to be confidential or

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“Consultant”

either self-employed or employed contractor, (other than the Principal Contractor) with suitable skill, knowledge, and experience, nominated and engaged by the Contractor to carry out the Work in substitution for the Consultant;

“Principal Consultant”

the name of person>> being the person appointed as the Principal Contractor to carry out the Work in substitution for the Contractor, subject to substitution of a Consultant;

“Party”

means the Contractor to this Agreement and “Parties” means the Contractor and Parties to this Agreement.

11.2 The headings in this Agreement shall not be incorporated into the Agreement.

For reference purposes only and shall not be incorporated into the Agreement.

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

Unless otherwise requires, words in the singular shall include the plural and vice versa. Importing any gender include any reference to a body corporate shall include a reference to an unincorporated association.

12. MISCELLANEOUS

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12.1 This Agreement shall prevail over any other agreement between the Parties with respect to its subject matter, whether written or oral, from the date hereof. The Parties acknowledge that it has no claim against the other in respect of any such agreement.

This Agreement shall prevail over any other agreement between the Parties with respect to its subject matter, whether written or oral, from the date hereof. The Parties acknowledge that it has no claim against the other in respect of any such agreement.

12.2 This Agreement may be amended by the duly authorised signatories of the Parties.

This Agreement may be amended by an instrument in writing signed by the duly authorised signatories of the Parties.

12.3 Any notice to be served under this Agreement shall be deemed to have been duly given if served on the Party giving the notice by any of the following methods:

The other shall be deemed to have received notice if served by any of the following methods, a duly authorised officer of the Party giving the notice.

12.2.1 when delivered to the recipient (including by hand to the recipient);

by any courier or other messenger during normal business hours of the recipient;

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

and a return receipt is generated;

12.2.3 when sent by ordinary mail.

including mailing, if mailed by national postal service.

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.

12.3 The Parties do not intend that any provision of this Agreement shall 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.

nor 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.

12.4 No failure or delay in 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 the same or any other provision of this Agreement.

No failure or delay in exercising any of its rights under this Agreement shall be deemed to constitute a waiver of that right, and no waiver by either Party of a breach of this Agreement shall be deemed to constitute a waiver of the same or any other provision.

12.5 In the event that any provision of this Agreement is found to be unlawful, invalid or unenforceable, that provision shall be deemed severed from the remainder of this Agreement. The remainder of this Agreement shall remain in full force and effect.

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 the remainder of this Agreement. The remainder of this Agreement shall remain in full force and effect.

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this Agreement shall be governed by the law of England and Wales.
13. **GOVERNING LAW AND JURISDICTION**

13.1 This Agreement (including any amendments, variations, supplements, or other documents incorporated by reference hereinto) 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 amendments, variations, supplements, or other documents incorporated by reference hereinto) shall be referred to and finally determined by arbitration in London, England, in accordance with the Arbitration Act 1996 and the Rules of Arbitration of the International Chamber of Commerce (ICC) as amended and in force from time to time, and the arbitration shall take place in London, England. The arbitration shall be conducted in English and shall be confidential. The arbitration shall be final and binding on the Parties. The arbitration shall be held in London, England, and the arbitration shall be governed by the law of England and Wales.

This Agreement has been duly executed and entered into by the Parties 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 and Title of person signing for and on behalf of <<Part 2's Name>>>

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

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