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VARIABLE FEE SUB (COMPANY) AGREEMENT

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THIS AGREEMENT is made the
BETWEEN:

- (1) <<Name of Part1>> a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at <<Registered office>> (the "Contractor")
- (2) <<Name of Sub-Contractor>> a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at <<insert Address>> ("the Sub-Contractor")

IT IS AGREED as follows:

1. ENGAGEMENT OF SUB-CONTRACTOR

- 1.1 The Contractor hereby engages the Sub-Contractor for a non specific period to provide the Services for which the Sub-Contractor is required in the attached Schedule] [as provided in the <<Sub-Contract Schedule>> ("Work"), in accordance with the terms and conditions of the Schedule.
- 1.2 The Sub-Contractor shall engage a Principal Consultant to carry out the Work but the Sub-Contractor shall, at its discretion, at its own expense, (on one or more occasions) to carry out some or all of the Work if the Consultant has the requisite skills, knowledge and experience. The Sub-Contractor shall use reasonable endeavours to consult the Contractor beforehand about any such substitution in any event. The Sub-Contractor shall remain entitled to substitute a Consultant for the Work if the Contractor shall in any event provide such a substitute if the provision of the Work is unduly delayed by absence of the Consultant or for any other reason upon notification by a duly authorised officer of the Contractor that the delay occasioned is unacceptable. The Sub-Contractor shall only be entitled to refuse to accept any Consultant substituted by the Sub-Contractor) if in its reasonable opinion the Consultant is not suitably qualified due to lack of requisite skills.
- 1.3 It is understood and agreed that the Principal Consultant and any Consultant engaged by the Sub-Contractor are at all times to be supervised, direct and control the Work. The Contractor shall not seek to supervise, direct or control the Work of the Principal Consultant or any Consultant engaged by the Sub-Contractor, nor shall the Contractor have any right to do so.
- 1.4 The Sub-Contractor shall be responsible for organising, and shall be entitled to organise and order the Work is done, but shall liaise with the Contractor to ensure that due account is taken of the impact of the Work performed upon the activities of the Contractor and any other Consultant also engaged by the Contractor.
- 1.5 The Sub-Contractor shall be responsible for ensuring the quality of the Work undertaken by the Principal Consultant, and without limitation is wholly responsible for ensuring that the Work is performed competently and with reasonable care and skill.
- 1.6 The Sub-Contractor shall be responsible for the rectification of any unsatisfactory work at his own expense.
- 1.7 The Sub-Contractor shall not be responsible for any services available except for

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the performance of the Sub-Contractor create any mutual Contractor to offer continuing relations

s Agreement. The engagement of to carry out the Work does not t of the Contractor or the Sub- contract, engagement or work. No ed or implied.

1.8 [Subject to clause 6 Agreement is mutu Contractor and the third parties work of the Contractor can with work or service that provision of su engagement of any the Sub-Contractor

nt of the Sub-Contractor under this s to say that at any time the Sub- any Consultant can provide to any same as or similar to the Work and contractor or employee to provide it s or similar to the Work, provided ces by the Sub-Contractor or the employee does not adversely affect Work correctly on a timely basis.

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2. INDEMNITY AND LIABILITY

2.1 The Sub-Contractor indemnify the Com proceedings in res where such injury d the performance of of statutory duty, o agents, or of any pe

clause 2.2] be liable for, and shall liability, damages, loss, claims or mage whatsoever to any property or in the course of or by reason of it is due to the negligence, breach he Sub-Contractor his servants or Contractor is responsible.

2.2 [Subject to clause agreement shall be 2.1.]

of the Sub-Contractor under this addition any liability under clause

2.3 Nothing in sub-clau shall limit the liab misrepresentation, injury.

other provisions of this Agreement the other for fraud or fraudulent sconduct, or for death or personal

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3. PROVISION OF EQUIPMENT

CLOTHING

3.1 It is understood an the provision of all t

contractor shall be responsible for y needed to perform the Work.

3.2 The Sub-Contractor protective clothing Principal Consultant perform all or any p

the provision of safety equipment, accident insurance cover for the ngaged by the Sub-Contractor to

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4. STATUS OF THE SUB-CONTRACTOR

4.1 The Sub-Contractor contractor. The Su National Insurance consideration payab

tractor is that of an independent sponsible for all Income Tax and contributions in respect of the

4.2 The Sub-Contractor any claims that n Contractor in respe contributions, includ Contractor hereund

mnify the Contractor in respect of relevant authorities against the onal Insurance or similar taxes or s, relating to the Work of the Sub-

4.3 The Sub-Contractor Added Tax.

ible for his expenses and Value

4.4 Nothing in this Agr

d to create any partnerships, joint

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venture, agency or employment relationship and either the Contractor or the Sub-Contractor, or any other fiduciary relationship expressly provided for in this Agreement.

relationships between the parties, or any Principal Consultant or any Consultant Contractor, or any other fiduciary relationship expressly provided for in this Agreement.

5. CONSIDERATION

5.1 The agreed consideration for the Work is as follows:
[The Contractor will be paid for a sum equal to <<%>> of the Total Price paid to the project owner.]

of the Work is as follows:
for a sum equal to <<%>> of the Total Price paid to the project owner.]

OR

[The Contractor will be paid for <<£sum>> for each [full week] [calendar month] that the Contractor works for the Contractor.]

for <<£sum>> for each [full week] [calendar month] that the Contractor works for the Contractor.]

5.2 Payment will be made on receipt of an invoice from the Sub-Contractor and receipt of an invoice from the Sub-Contractor for the Work and any Value Added Tax charged.

receipt of an invoice from the Sub-Contractor for the Work and any Value Added Tax charged.

5.3 Claims for payment will be made on receipt of appropriate work record sheets. Falsification of such records will result in the termination of this Agreement.

appropriate work record sheets. Falsification of such records will result in the termination of this Agreement.

5.4 All payments made to the Sub-Contractor are expressed exclusive of any Value Added Tax charged.

are expressed exclusive of any Value Added Tax charged.

5.5 No further payment will be made above the entitlement set out in 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 connection with the Work.

no payment will be made to the Sub-Contractor for the Work over and above the entitlement set out in 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 connection with the Work.

5.6 The Contractor shall be responsible to the Principal Consultant or any Sub-Contractor in respect of the Work.

to the Principal Consultant or any Sub-Contractor in respect of the Work.

6 NON-COMPETITION AND

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 Contractor [within <<insert radius>>] [The Contractor may waive this restriction entirely on a per-client basis upon receipt of a written request from the Sub-Contractor.]

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 Contractor [within <<insert radius>>] [The Contractor may waive this restriction entirely on a per-client basis 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 period>> following the termination or expiry of this Agreement, solicit and/or employ agents and/or employees with which the Sub-Contractor has had dealings in the <<insert time period>> prior to the date of termination of this Agreement, other clients of which the Sub-Contractor has known or employed. The Sub-Contractor may waive this restriction entirely on a per-client basis upon receipt of a written request from the Sub-Contractor. The Sub-Contractor may be given if it shall violate any such restriction and the client in question as to the sharing of the client's confidential information.]

course of provision of the Work or for a period of <<insert period>> following the termination or expiry of this Agreement, solicit and/or employ agents and/or employees with which the Sub-Contractor has had dealings in the <<insert time period>> prior to the date of termination of this Agreement, other clients of which the Sub-Contractor has known or employed. The Sub-Contractor may waive this restriction entirely on a per-client basis upon receipt of a written request from the Sub-Contractor. The Sub-Contractor may be given if it shall violate any such restriction and the client in question as to the sharing of the client's confidential information.]

7 TERMINATION

7.1 This Agreement is terminable at any time and with immediate effect by the Contractor or by the Sub-Contractor, without giving any reason for termination. Without prejudice to the generality of that provision, this Agreement shall terminate, notwithstanding any other rights

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and remedies the P

following circumstances:

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

7.1.2 the Sub-Con
or compuls
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of the whole

ptcy or liquidation either voluntary
rposes of bona fide corporate
a receiver is appointed in respect

7.2 The termination of
which have already

e without prejudice to any rights,
parties under this Agreement.

8 DATA PROTECTION

For complete details of t
retention of personal data
personal data is used, the
and third party rights and
applicable), please refer to
location>> OR [attached in

ection, processing, storage, and
ted to, the purpose(s) for which
using it, details of the Contractor's
and personal data sharing (where
acy Notice available from <<insert

9. CONFIDENTIALITY

9.1 Each Party undert
authorised in writi
continuance of this
termination:

rovided by sub-Clause 9.2 or as
it shall, at all times during the
<<insert period>> years] after its

9.1.1 keep confide

rmation;

9.1.2 not disclose

tion to any other party;

9.1.3 not use any
contemplate

n for any purpose other than as
erms of this Agreement;

9.1.4 not make a
any Confide

ny way or part with possession of

9.1.5 ensure that
contractors
would be a
above.

officers, employees, agents, sub-
act which, if done by that Party,
ns of sub-Clauses 9.1.1 to 9.1.4

9.2 Either Party may:

9.2.1 disclose any

to:

9.2.1.1 any s

r of that Party;

9.2.1.2 any c

thority or regulatory body; or

9.2.1.3 any
afore

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

to such exte
this Agree
Work), or as
the person,
is confide
under sub-C
obtaining a
undertaking

for the purposes contemplated by
limited to, the carrying out the
h case that Party shall first inform
n that the Confidential Information
e disclosure is to any such body
mployee or officer of any such body)
her Party a written confidentiality
n. Such undertaking should be as

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nearly as p
Confidential
for which the

s of this Clause 9, to keep the
and to use it only for the purposes

9.2.2 use any Co
other person
or at any tir
fault of that
not disclose
knowledge.

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

9.3 The provisions of th
terms, notwithstand

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

10 FORCE MAJEURE

10.1 Neither Party to th
performing its oblig
that is beyond the
causes include, but
failure, industrial ac
terrorism, acts of v
event or circumstar

liable for any failure or delay in
e or delay results from any cause
that Party ("Force Majeure"). Such
er failure, internet service provider
ood, storms, earthquakes, acts of
or any other similar or dissimilar
ontrol of the Party in question.

10.2 [In the event that a
Majeure for a conti
its discretion termi
period. In the even
and reasonable pay
Such payment sha
entered into in relia

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

11 DEFINITIONS

11.1 In this Agreement
expressions have th

otherwise requires, the following

"Confidential Information"

either Party, information which is
arty by the other Party pursuant to
this Agreement (whether orally or
er medium, and whether or not the
ssly stated to be confidential or

"Consultant"

either self-employed or employed
ctor, (other than the Principal
suitable skill, knowledge, and
nominated and engaged by the
arry out the Work in substitution for
ant;

"Principal Consultant"

ne of person>> being the person
-Contractor to carry out the Work
ctor, subject to substitution of a

"Party"

to this Agreement and "Parties"
parties to this Agreement.

11.2 The headings in thi
be incorporated into

erence purposes only and shall not

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

otherwise requires, words in the singular including those importing any gender include any reference to a body corporate and to an unincorporated firm.

12 MISCELLANEOUS

12.1 This Agreement shall supersede any previous agreement between the Parties and such prior agreements shall be null and void. Each Party acknowledges that it has entered into this Agreement in full knowledge of its contents and previous agreements.

agreement between the Parties and such prior agreements shall be null and void. Each Party acknowledges that it has entered into this Agreement in full knowledge of its contents and previous agreements.

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

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:

the other shall be deemed to have been duly given:

12.3.1 when delivered to the recipient by a registered messenger or other messenger (including a courier) during business hours of the recipient; or

by a registered messenger or other messenger (including a courier) during business hours of the recipient; or

12.3.2 when sent, by post, to the recipient and a return receipt is generated; or

and a return receipt is generated; or

12.3.3 on the fifth business day after mailing, if mailed by national or international airmail to the most recent address or e-mail address notified to the recipient.

g mailing, if mailed by national or international airmail to the most recent address or e-mail address notified to the recipient.

In each case notice shall be deemed to have been given to the address notified to the recipient.

the most recent address or e-mail address notified to the recipient.

12.4 The Parties do not intend that 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.

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 exercising any of its rights under this Agreement shall be deemed to be a waiver of any such rights.

exercising any of its rights under this Agreement shall be deemed to be a waiver of any such rights.

12.6 In the event that one or more provisions of this Agreement shall be found to be unlawful, invalid or unenforceable, that / those provision(s) shall nevertheless be deemed severable from the remainder of this Agreement. The remainder of this Agreement shall nevertheless remain in full force and effect.

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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.

ual matters and obligations arising from this Agreement 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 and determined by the courts of England and Wales.

claim between the Parties relating to this Agreement (including any dispute arising therefrom or associated with it) shall be referred to and determined by the courts of England and Wales.

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

on the <<xxxx>> day of <<month>> <<year>>.

SIGNED by

<<Name and Title of person signing>>

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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>>

S

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<<inserted text>>]

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