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FIXED TERM SUB- (ANY) AGREEMENT

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- quality of the Work undertaken by it, and, without limitation, is wholly Consultant and any Consultant competently and with reasonable

- rectification of any unsatisfactory

- any services available except for this Agreement. The engagement of the Company to carry out the Work does not constitute an offer of the Company or the Subcontract, engagement or work. No liability is created or implied.

- nt of the Sub-Contractor under this
s to say that at any time the Sub-
Consultant can provide to any third
e as or similar to the Work and the
ctor or employee to provide it with
similar to the Work, provided that
s by the Sub-Contractor or the
mployee does not adversely affect
ne Work correctly and within the

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

- of the Sub-Contractor under this
addition any liability under clause
quidated damages under Clause 1

- Other provisions of this Agreement shall not apply in the event of fraud or fraudulent conduct, or for death or personal injury.

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- Contractor shall be responsible for
y needed to perform the Work.

- the provision of safety equipment,
accident insurance cover for the

- Principal Consultant to perform all or any part of the Work.
4. **STATUS OF THE SUB-CONTRACTOR**

- 4.1 The Sub-Contractor shall be an independent contractor. The Sub-Contractor shall be responsible for all National Insurance contributions payable in respect of the consideration payable to the Sub-Contractor.
- 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 National Insurance contributions, including any interest and penalties payable by 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, which shall be the price payable by the Company for the Work, less any discounts or other benefits which may be available to the Sub-Contractor.]
- OR [The agreed consideration for the Work shall be £<< >>]
- 5.1.2 Payment will be made by the Company on receipt of an invoice from the Sub-Contractor and any Value Added Tax certificate.
- 5.1.3 Claims for payment shall be made on the appropriate Work record sheets. Failure to do so shall result in the termination of the Work.
- 5.2 All payments made by the Company shall be exclusive of any Value Added Tax chargeable on the Work.
- 5.3 No further payment shall be made by the Company above the entitlement set out in this clause and without limitation no payment will be made by the Company in respect of any expenses incurred by the Sub-Contractor in connection with the Work.
- 5.4 The Company shall pay the Sub-Contractor to the Principal Consultant or any other person nominated by the Company.

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>> after the termination or expiry of this Agreement, provide services to any competitor of the Company [within <<insert radius>>] of the Company.]
- [The Company may waive this restriction entirely upon receipt of a written request from the Sub-Contractor.]

6.2 [The Sub-Contractor shall not, during a period of <<insert time period>> after the termination or expiry of this Agreement, solicit or attempt to solicit the business of the Client or any of the other clients of which the Sub-Contractor has knowledge, or on a per-client basis upon receipt of a written request from the Client, or may be given if it shall violate any prior agreement and the client in question as to the sharing of the client

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 Parties shall be

7.1.1 either Party shall be in breach of this Agreement if it fails to comply with the terms and obligations of this Agreement within fourteen (14) days of the date of such failure from the other Party;

7.1.2 the Sub-Contractor shall be in breach of this Agreement if it fails to comply with the terms and obligations of this Agreement or compulsorily or voluntarily reconstructed or liquidated or the whole or part of the business of the whole

7.2 The termination of this Agreement shall be without prejudice to 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 Company's policy and third party rights and obligations (where applicable), please refer to the Company's Privacy Notice available from <<insert location>> OR [attached in

9. CONFIDENTIALITY

9.1 Each Party undertakes to keep confidential and authorised in writing the information of this Agreement during the continuance of this Agreement and termination:

9.1.1 keep confidential the information;

9.1.2 not disclose the information to any other party;

9.1.3 not use any information for any purpose other than as contemplated by the terms of this Agreement;

9.1.4 not make any disclosure in any way or part with possession of any information;

9.1.5 ensure that its officers, employees, agents, sub-contractors and subcontractors shall be bound by the above.

course of provision of the Work or for the termination or expiry of this Agreement, solicit or attempt to solicit the business of the Client or any of the other clients of which the Sub-Contractor has knowledge, or on a per-client basis upon receipt of a written request from the Client, or may be given if it shall violate any prior agreement and the client in question as to the sharing of the client

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 Parties shall be

the terms and obligations of this Agreement, if it fails to comply with the terms and obligations of this Agreement within fourteen (14) days of the date of such failure from the other Party;

ptcy or liquidation either voluntary or compulsorily or voluntarily reconstructed or liquidated or the whole or part of the business of the whole

without prejudice to any rights, which have already accrued under this Agreement.

ection, processing, storage, and use of personal data, the purpose(s) for which the Company's policy and third party rights and obligations (where applicable), please refer to the Company's Privacy Notice available from <<insert location>> OR [attached in

provided by sub-Clause 9.2 or as authorised in writing the information of this Agreement during the continuance of this Agreement and termination:

information;

tion to any other party;

n for any purpose other than as contemplated by the terms of this Agreement;

ny way or part with possession of any information;

officers, employees, agents, sub-contractors and subcontractors shall be bound by the above.

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- 9.3 The provisions of the [REDACTED] shall be in force in accordance with their terms, notwithstanding [REDACTED] this Agreement for any reason.

10.1 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 the Party in question. Such causes include, but are not limited to, war, riot, pest, fire, flood, storms, earthquakes, acts of terrorism, acts of war or any other similar or dissimilar event or circumstance.

10.2 [In the event that a Party terminates its obligations as a result of Force Majeure for a continuous period of 90 days, the other Party may at its discretion terminate the 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 for the work completed up to the date of termination. Such payment shall be based on the prior contractual commitments entered into in reliance on this Agreement.]

11.1 In this Agreement, [REDACTED] otherwise requires, the following expressions have the following meanings:

“Confidential Information” means information which is disclosed by either Party, information which is disclosed by either Party, information which is disclosed by either Party by the other Party pursuant to

ment. 6

“Consultant”

“Principal Consultant”

“Party”

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

11.3 In this Agreement, unless the context otherwise requires, words in the singular include the plural and vice versa, and a reference to a gender includes a reference to the other gender, and a reference to an incorporated body includes a reference to an unincorporated body.

12. MISCELLANEOUS

12.1 This Agreement shall prevail over any prior agreement between the Parties whether written or oral, from the date hereof, and the Parties acknowledge that it has no claim against any prior agreement.

12.2 This Agreement may be executed 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:

12.2.1 by hand delivery to the recipient (including delivery to a designated recipient);

12.2.2 by registered post or by courier; or

12.2.3 by electronic means, on the first business day after the date of the ordinary business hours of the recipient.

In each case notice shall be deemed to have been duly given if the address notified to the Parties is the most recent address or e-mail address notified to the Parties.

12.3 The Parties do not intend that this Agreement, or any part of it, 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.

12.4 No failure or delay in the 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.

12.5 In the event that any provision of this Agreement is found to be unlawful, invalid or unenforceable, that provision shall nevertheless remain in force and effect, and the remainder of the Agreement shall survive and continue to be deemed severable.

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

the term “person” being the person or persons (whether or not a Contractor) to carry out the Work in substitution for the Consultant, subject to substitution of a person or persons;

to this Agreement and “Parties” shall mean the Parties to this Agreement.

for reference purposes only and shall not be deemed to constitute a part of the Agreement.

otherwise requires, words in the singular include the plural and vice versa, and a reference to a gender includes a reference to the other gender, and a reference to an incorporated body includes a reference to an unincorporated body.

Agreement between the Parties with respect to its subject matter, and any prior agreement between the Parties whether written or oral, from the date hereof, and the Parties acknowledge that it has no claim against any prior agreement.

by an instrument in writing signed by the duly authorised signatories of the Parties.

the other shall be deemed to have been duly given if served on the Party giving the notice by any of the following methods:

by courier or other messenger (including delivery to a designated recipient) during normal business hours of the recipient;

and a return receipt is generated; or

by electronic means, on the first business day after the date of the ordinary business hours of the recipient.

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

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.

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

provisions of this Agreement is found to be unlawful, invalid or unenforceable, that / those provision(s) shall nevertheless remain in force and effect, and the remainder of the Agreement shall survive and continue to be deemed severable.

this Agreement shall be governed by the law of England and Wales.

13. **GOVERNING LAW AND JURISDICTION**

13.1 This Agreement (including any amendments and variations) 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 and variations) 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>>.

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>>

<<inserted text>>]

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