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FIXED TERM AGREEMENT

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THIS AGREEMENT is made the
BETWEEN:

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

IT IS AGREED as follows:

1. ENGAGEMENT OF SUB-CONTRACTOR

- 1.1 The Company hereby engages the Sub-Contractor to provide the services of <<Details of the services the Sub-Contractor is required to provide>> [as laid out in the attached quotation] [as laid out in the attached quotation] (the "Work") with the terms and conditions of this Agreement.
- 1.2 The Sub-Contractor shall complete the Work [on][by] <<date>> and]
- 1.3 [In the event that the Work is not completed by <<date>> the sum of <<£sum>> per day shall be deducted from the sum of <<£sum>> to be paid to the Sub-Contractor, for each working day that the Work is not completed after <<the same date as <<date>> of 1.3>>. The Company has a legitimate commercial interest in the Work being completed by that latter date since, in order for the Sub-Contractor to fulfil its own obligations under the main contract between it and the Company, the Company needs the Work [(which is part of] the work which the Sub-Contractor is to be completed by <<date>>. The Company and the Sub-Contractor agree that this requirement for completion of the Work is a reasonable and proportionate protection of the Company's legitimate commercial interest in the provision of the Work.]
- 1.4 The Sub-Contractor shall, at the discretion, at his own expense, substitute any Work which is required to be carried out (and on one or more occasions) to carry out some or all of the Work. The Sub-Contractor shall use reasonable endeavours to complete the Work as soon as possible and shall notify the Company beforehand about any such substitution in any event. The Sub-Contractor shall not be obligated to consult the Company in any event. The Company shall not be obligated to request by the Company to engage a Sub-Contractor. The Sub-Contractor shall in any event provide such a substitute for the provision of the Work is unduly delayed by absence of the Sub-Contractor or for any other reason upon notification by a duly authorised representative of the Company that the delay shall only be entitled to refuse to accept any substitute for the provision of the Work if in its opinion the substitute is not suitable due to lack of requisite skills.
- 1.5 It is understood and agreed that the Sub-Contractor's activities and working methods and those of the Workers shall be carried out at all times exclusively for the Sub-Contractor and under the direction and control of the Sub-Contractor. The Company shall not seek to supervise, direct or control the Sub-Contractor or any Workers in the provision of the Work and the Sub-Contractor shall not have any right to do so.
- 1.6 The Sub-Contractor shall be responsible for organising, and the Company shall be entitled to organise, and liaise with the Company to ensure that due account is taken

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the Company and a

1.7 The Sub-Contractor shall ensure that the without limitation is by him to perform a with reasonable car

1.8 The Sub-Contractor Work at his own exp

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

1.10 [Subject to clause 6 Agreement is mutu Contractor and any which are the same any other subcontract are the same as or work or services b subcontractor or e ability to carry out clause 1.2.

2. INDEMNITY AND LIABILITY

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

2.2 [Subject to clause Agreement shall be 2.1 [and in addition above].]

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

3. PROVISION OF EQUIPMENT

3.1 It is understood an the provision of all t

3.2 The Sub-Contractor protective clothing himself and any W Work.

be performed upon the activities of also engaged by the Company.

quality of the Work undertaken and all reasonable care and skill, and ensuring that any Worker authorised shall also do so competently and

rectification of any unsatisfactory

any services available except for s Agreement. The engagement of to carry out the Work does not t of the Company or the Sub- contract, engagement or work. No ed or implied.

t of the Sub-Contractor under this s to say that at any time the Sub- any third parties work or services k and the Company can engage vide it with work or services which vided that provision of such other r the engagement of any other rseely affect the Sub-Contractor's within the timescale required by

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.

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

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

CLOTHING

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

e provision of safety equipment, al accident insurance cover for to perform all or any part of the

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4. STATUS OF THE SUB-CONTRACTOR

- 4.1 The Sub-Contractor shall be an independent contractor and shall be responsible for all social security contributions in respect of the Work.
- 4.2 The Sub-Contractor shall indemnify the Company in respect of any claims that may be brought by third parties or authorities against the Company in respect of Income Tax, Social Security Insurance or similar taxes or contributions, including Value Added Tax, relating to the Work of the Sub-Contractor hereunder.
- 4.3 The Sub-Contractor shall be responsible for his expenses and Value Added Tax.
- 4.4 Nothing in this Agreement shall be construed to create any partnership, joint venture, agency or other fiduciary relationship between the Parties, or any contractual relationship expressly provided for in this Agreement.

Company is that of an independent self-employed person and shall be responsible for all social security contributions in respect of the Work payable hereunder.

indemnify the Company in respect of any claims that may be brought by third parties or authorities against the Company in respect of Income Tax, Social Security Insurance or similar taxes or contributions, including Value Added Tax, relating to the Work of the Sub-Contractor hereunder.

responsible for his expenses and Value Added Tax.

Nothing in this Agreement shall be construed to create any partnership, joint venture, agency or other fiduciary relationship between the Parties, or any contractual 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 and the Company shall agree upon a fixed price for the Work of the amount of £<< >>] OR [The agreed price 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 thereon.
 - 5.1.3 Claims for payment shall be supported by appropriate Work record sheets. Failure to provide such records in any way will result in the termination of the Work.
- 5.2 All payments made by the Company shall be exclusive of any Value Added Tax charge.
- 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 to the Sub-Contractor in respect of any expenses incurred by the Sub-Contractor in respect of the Work.
- 5.4 The Company shall be responsible for the payment of any social security contributions to any Worker in respect of any of the Work.

of the Work is as follows:

[The Sub-Contractor and the Company shall agree upon a fixed price for the Work of the amount of the provision thereof.]

OR [The agreed price for the Work shall be done by the Sub-Contractor is £<< >>]

Payment will be made by the Company on receipt of an invoice from the Sub-Contractor and any Value Added Tax certificate thereon.

Claims for payment shall be supported by appropriate Work record sheets in any way will result in the termination of the Work.

All payments made by the Company shall be exclusive of any Value Added Tax charge.

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 to the Sub-Contractor in respect of any expenses incurred by the Sub-Contractor in respect of the Work.

The Company shall be responsible for the payment of any social security contributions to any Worker in respect of any 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 time 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.]
- 6.2 [The Sub-Contractor shall not, during the course of provision of the Work or for a period of <<insert time period>> following the termination or expiry of this Agreement, solicit and/or employ any persons or other clients of which the Sub-Contractor was previously employed or with which the Sub-Contractor was previously associated prior to the date of termination of the Work.]

[The Sub-Contractor shall not, during the course of provision of the Work or for a period of <<insert time 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.]

[The Sub-Contractor shall not, during the course of provision of the Work or for a period of <<insert time period>> following the termination or expiry of this Agreement, solicit and/or employ any persons or other clients of which the Sub-Contractor was previously employed or with which the Sub-Contractor was previously associated prior to the date of termination of the Work.]

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Contractor has known or on a per-client basis upon request from the Supplier prior agreement before sharing of the client

may waive this restriction entirely on a per-client basis upon receipt of a written request from the Supplier. It may be given if it shall violate any prior agreement before the client in question as to the

7. TERMINATION

7.1 This Agreement is terminated by the Company or by the Contractor, giving any reason for termination. That provision, this Agreement and remedies the Party

and with immediate effect, by the Contractor giving the other written notice, without prejudice to the generality of the above, notwithstanding any other rights in the following circumstances:

7.1.1 either Party terminates this Agreement within fourteen days of the other Party;

the terms and obligations of this Agreement, or any remedy, is not remedied within a reasonable time of such failure from the other

7.1.2 the Sub-Contractor is in liquidation or compulsory reconstruction or the whole or part of the

Company is in liquidation either voluntary or compulsory for purposes of bona fide corporate reconstruction or a receiver is appointed in respect

7.2 The termination of this Agreement which have already

terminated without prejudice to any rights, accrued under this Agreement.

8. DATA PROTECTION

8.1 All personal data collected, processed, and held by the Contractor in accordance with the 2016/679 General Data Protection Regulation ("GDPR") and the Company's rights under the GDPR

Contractor may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 ("GDPR") and the Company's

8.2 For complete details of the collection, processing, storage, and retention of personal data, which personal data are held by the Company's and third parties, and data sharing (where applicable) please refer to the privacy policy available from <<insert>>

Contractor's collection, processing, storage, and retention of personal data, which personal data are held by the Company's and third parties, and data sharing (where applicable) please refer to the privacy policy available from <<insert>> [inserted in the Schedule].

9. CONFIDENTIALITY

9.1 Each Party undertakes to keep confidential and not disclose to any third party any information authorised in writing by the other Party during the continuance of this Agreement and for a period of <<insert period>> years after its termination:

provided by sub-Clause 9.2 or as otherwise agreed in writing. It shall, at all times during the continuance of this Agreement and for a period of <<insert period>> years] after its

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 information available in any way or part with possession of any information;

any way or part with possession of any information;

9.1.5 ensure that any information disclosed to its contractors, subcontractors, agents, employees, or other personnel would be a breach of the confidentiality obligations set out above.

Contractor's officers, employees, agents, subcontractors, or other personnel, which, if done by that Party, would be a breach of the confidentiality obligations set out in sub-Clauses 9.1.1 to 9.1.4

9.2 Either Party may:

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- 9.2.1 disclose any
- 9.2.1.1 any s
- 9.2.1.2 any c
- 9.2.1.3 any p
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 thority or regulatory body; or
 f that Party or of any of the
 ies or bodies;

to such exte
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 Work), or as
 the person,
 is confident
 under sub-C
 obtaining a
 undertaking
 nearly as p
 Confidential
 for which the

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
 oloyee or officer of any such body)
 her Party a written confidentiality
 n. Such undertaking should be as
 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
 at Party ("Force Majeure"). Such
 er failure, internet service provider
 ood, storms, earthquakes, acts of
 or any other similar or dissimilar
 ntrol 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
 ty by the other Party pursuant to
 this Agreement (whether orally or
 er medium, and whether or not the
 ssly stated to be confidential or

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“Worker”

either self-employed or employed
for, with suitable skill, knowledge
is nominated and engaged by the
carry out any or all of Work on the
half;

“Party”

to this Agreement and “Parties”
parties to this Agreement.

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

reference purposes only and shall not

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

otherwise requires, words in the singular
importing any gender include any
as a reference to a body corporate

12. MISCELLANEOUS

12.1 This Agreement constitutes the entire 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, is hereby cancelled and the other in respect of the subject matter hereof.

ement between the Parties with
any prior agreement between the
prior agreements are cancelled as
acknowledges that it has no claim against
the other.

12.2 This Agreement may be executed in counterparts by the duly authorised signatories of the Parties.

by an instrument in writing signed
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
of, a duly authorised officer of the

12.3.1 when delivered in person (including by courier) to the recipient;

y courier or other messenger
g normal business hours of the

12.3.2 when sent by registered post or by a recognised courier service;

and a return receipt is generated;

12.3.3 when sent by ordinary post or by a recognised courier service.

ng mailing, if mailed by national

In each case notice shall be deemed to have been given to the Party at the address notified to the other Party.

the most recent address or e-mail

12.4 The Parties do not intend this Agreement 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.

or any part of it to be enforceable
(of third Parties) Act 1999 by any

12.5 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 this Agreement unless it is so stated in writing.

cising any of its rights under this
er of that right, and no waiver by
his Agreement shall be deemed to
e same or any other provision.

12.6 In the event that any provision of this Agreement is found to be unlawful, invalid or unenforceable, that provision shall be deemed severed from this Agreement and the remainder shall survive.

ons of this Agreement is found to
able, that / those provision(s) shall
his Agreement. The remainder of
e.

13. GOVERNING LAW AND JURISDICTION

13.1 This Agreement (including any dispute arising therefrom or associated with its performance) shall be governed by, and construed in accordance with, the law of England and Wales.

ual matters and obligations arising
e governed by, and construed in

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accordance with, the
13.2 Any dispute, contro
this Agreement (inc
therefrom or associ
of England and Wa

ales.
claim between the Parties relating to
al matters and obligations arising
within the jurisdiction of the courts

This Agreement has been duly ex 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 person signing as Part2>

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

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<<insert name>>]

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