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AGREEMENT

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

- (1) <<Name of Part1>> a company of <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at <<Registered office>> (the "Contractor")
- (2) <<Name of Part2>> of <<Address of Sub-Contractor>> (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-Contractor Schedule>> ("Work"), in accordance with the terms and conditions of the <<Sub-Contractor Schedule>>.
- 1.2 The Sub-Contractor shall, in his sole discretion, at his own expense, substitute any Work (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 and shall not be obliged to consult the Contractor or to seek the Contractor's approval before any request by the Contractor to substitute any Work. The Sub-Contractor shall in any event provide such substitution in any event provide such substitution if the delay is unduly delayed by absence of the Sub-Contractor or for any other reason upon notification by a duly authorised representative of the Contractor that the delay is not suitable due to lack of requisite skills.
- 1.3 It is understood and agreed that the Contractor's activities and working methods and those of the Sub-Contractor shall be under the direction and control of the Contractor and the Contractor shall not seek to supervise or control the Sub-Contractor or any Workers in the provision of the Work.
- 1.4 The Sub-Contractor shall be responsible for organising, and the Contractor shall be responsible for ordering the Work is done, but shall be entitled to organise and direct the Work and shall ensure that due account is taken of the impact of the Work performed upon the activities of the Sub-Contractor and any Workers also engaged by the Contractor.
- 1.5 The Sub-Contractor shall ensure that the Work is done with all reasonable care and skill, and shall ensure that any Worker shall also do so competently and with all 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 be responsible for the performance of the Work under the Agreement. The engagement of the Sub-Contractor to carry out the Work does not create any mutual obligation of the Contractor or the Sub-Contractor to offer or accept any contract, engagement or work No continuing relations shall be created or implied.

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1.8 [Subject to clause 6 Agreement is mutual Contractor and any which are the same any other subcontract are the same as or work or services by subcontractor or e ability to carry out th

at of the Sub-Contractor under this s to say that at any time the Sub- any third parties work or services rk and the Contractor can engage vide it with work or services which vided that provision of such other or the engagement of any other rsefully affect the Sub-Contractor's nely basis.

**2 INDEMNITY AND LIABILITY**

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

clause 2.2] be liable for, and shall liability, damages, loss, claims or ge 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-clause shall limit the liability misrepresentation, t injury.

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

**3 PROVISION OF EQUIPMENT**

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3.1 It is understood and the provision of all t

**CLOTHING**

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

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

**4 STATUS OF THE SUB-CONTRACTOR**

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4.1 The Sub-Contractor contractor and shall responsible for all contributions in resp

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

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

Contractor is that of an independent self-employed person and shall be onal Insurance or similar taxes or payable hereunder.

4.3 The Sub-Contractor Added Tax.

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

4.4 Nothing in this Agreement venture, agency or other fiduciary relat provided for in this A

ible for his expenses and Value

ed to create any partnership, joint ips between the Parties, or any contractual relationship expressly

**5 CONSIDERATION**

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5.1 The agreed consider

of the Work is as follows:

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[The Sub-Contractor shall agree upon a fixed price for the Work prior to the commencement of the Work.]

or [The agreed fixed price shall be done by the Sub-Contractor is

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

be done by the Sub-Contractor is

5.2 Payment will be made on completion of the Work and receipt of an invoice from the Sub-Contractor. The price of the Work and any Value Added Tax chargeable shall be paid.

of the Work and receipt of an invoice from the Sub-Contractor. The price of the Work and any Value

5.3 Claims for payment shall be made on completion of the Work. Falsification of such claims shall result in the termination of this Agreement.

appropriate work record sheets. All result in the termination of this

5.4 All payments made shall be exclusive of any Value Added Tax chargeable.

are expressed exclusive of any

5.5 No further payment shall be made above the entitlement under clause 5.2. No payment will be made in respect of any expenses incurred by the Sub-Contractor for the Work over and above the entitlement under clause 5.2 and without limitation no payment will be made in respect of any expenses incurred by the Sub-Contractor in respect of any expenses incurred by the Sub-Contractor for the Work.

-Contractor for the Work over and above the entitlement under clause 5.2 and without limitation no payment will be made in respect of any expenses incurred by the Sub-Contractor in respect of any expenses incurred by the Sub-Contractor for the Work.

5.6 The Contractor shall be responsible for the payment of any Worker in respect of any of the Work.

to any Worker in respect of any of

**6 NON-COMPETITION AND RESTRICTIONS**

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6.1 [The Sub-Contractor shall not, during the term of this Agreement, a period of <<insert period>> after the termination or expiry of this Agreement, provide services to any competitor of the Contractor [within <<insert radius>>] of the Contractor. This restriction shall apply to the Sub-Contractor and its employees and shall be waived entirely on receipt of a written request from the Contractor.

course of provision of the Work or for the termination or expiry of this Agreement, provide services to any competitor of the Contractor [within <<insert radius>>] of the Contractor. This restriction shall apply to the Sub-Contractor and its employees and shall be waived entirely on receipt of a written request from the Contractor.

6.2 [The Sub-Contractor shall not, during the term of this Agreement, a period of <<insert period>> after the termination or expiry of this Agreement, solicit or induce any client of the Contractor to terminate or discontinue the date of termination of the Contractor has known or ought to have known or on a per-client basis or on a per-client basis upon receipt of a written request from the Contractor. This restriction shall apply to the Sub-Contractor and its employees and shall be waived entirely on receipt of a written request from the Contractor. This restriction shall not apply to the sharing of the client information.

course of provision of the Work or for the termination or expiry of this Agreement, solicit or induce any client of the Contractor to terminate or discontinue the date of termination of the Contractor has known or ought to have known or on a per-client basis or on a per-client basis upon receipt of a written request from the Contractor. This restriction shall apply to the Sub-Contractor and its employees and shall be waived entirely on receipt of a written request from the Contractor. This restriction shall not apply to the sharing of the client information.

**7 TERMINATION**

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7.1 This Agreement is terminable at any time by the Contractor or by the Sub-Contractor, without giving any reason for termination. In the event that provision, this Agreement shall be terminated and remedies the Party shall be available.

and with immediate effect, by the Contractor or by the Sub-Contractor, without giving the other written notice, without prejudice to the generality of the above, notwithstanding any other rights or remedies the Party shall be available in the following circumstances:

7.1.1 either Party fails to perform its obligations under this Agreement and such failure is not remedied within fourteen days of the date of the written notice of such failure from the other Party;

the terms and obligations of this Agreement and such failure is not remedied within fourteen days of the date of the written notice of such failure from the other Party;

7.1.2 the Sub-Contractor becomes insolvent or compulsorily liquidated or is reconstructed or the whole or substantially the whole of the business of the Sub-Contractor is transferred to another person;

ruptcy or liquidation either voluntary or compulsorily or is reconstructed or the whole or substantially the whole of the business of the Sub-Contractor is transferred to another person;

7.2 The termination of this Agreement shall be without prejudice to any rights, claims or remedies available to the Contractor or the Sub-Contractor.

be without prejudice to any rights,

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which have already

under this Agreement.

**8 DATA PROTECTION**

8.1 All personal data processed, and he 2016/679 General I rights under the GD

or may use will be collected, the provisions of EU Regulation on ("GDPR") and the Contractor's

8.2 For complete detail and retention of pe which personal data Sub-Contractor's a personal data shari Privacy Notice av Schedule].

's collection, processing, storage, t not limited to, the purpose(s) for or bases for using it, details of the nd how to exercise them, and please refer to the Sub-Contractor ocation>> OR [attached in the

**9. CONFIDENTIALITY**

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

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

9.1.1 keep confide

information;

9.1.2 not disclose

tion to any other party;

9.1.3 not use any contemplated

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

9.1.4 not make an 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 s

thority or regulatory body; or

9.2.1.3 any s 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 an undertaking nearly as p Confidential for which the

for the purposes contemplated by limited to, the carrying out the ch 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

any purpose, or disclose it to any it is at the date of this Agreement,

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or at any time  
fault of that  
not disclose  
knowledge.

ness, public knowledge through no  
use or disclosure, that Party must  
Confidential Information which is not public

9.3 The provisions of the  
terms, notwithstanding

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

**10 FORCE MAJEURE**

10.1 Neither Party to the  
performing its obligation  
that is beyond the  
causes include, but  
failure, industrial accident  
terrorism, acts of war  
event or circumstance

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

10.2 [In the event that a  
Force Majeure for a continuous  
its discretion terminate  
period. In the event  
and reasonable payment  
Such payment shall  
entered into in reliance

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

**11 DEFINITIONS**

11.1 In this Agreement  
expressions have the

otherwise requires, the following

**"Confidential Information"**

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

**"Worker"**

either self-employed or employed  
person, with suitable skill, knowledge  
is nominated and engaged by the  
Party to carry out any or all of Work on the  
Party's behalf;

**"Party"**

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

11.2 The headings in this  
shall not be incorporated into

reference purposes only and shall not

11.3 In this Agreement, unless  
otherwise stated, the words  
include the plural as well as  
gender, and a reference to a  
and to an unincorporated

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

**12 MISCELLANEOUS**

12.1 This Agreement shall  
supersede any prior  
and such prior agreement  
Party acknowledge  
previous agreement

Agreement between the Parties and  
the Parties whether written or oral  
shall be null and void from the date hereof and each  
Party shall be bound against the other in respect of any

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12.2 This Agreement made by the duly authorised

12.3 Any notice to be served on the other shall be deemed to have been duly given if served on the Party giving the notice

12.3.1 when delivered to the registered office of the Party

12.3.2 when sent to the Party by first class post or

12.3.3 on the fifth business day after the date of the ordinary mail

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

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

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

12.6 In the event that one or more provisions of this Agreement are found to be unlawful, invalid or unenforceable, that / those provision(s) shall be deemed severed from the remainder of this Agreement

**13 GOVERNING LAW AND JURISDICTION**

13.1 This Agreement (including any dispute, controversy or claim arising out of or in connection with it) 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, controversy or claim arising out of or in connection with it) shall be referred to and determined by the courts of England and Wales

This Agreement has been duly executed 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 of person signing as Party 2>>

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by an instrument in writing signed by the Parties

the other shall be deemed to have been given if served on the Party giving the notice

rier or other messenger (including business hours of the recipient; or

and a return receipt is generated;

g mailing, if mailed by national

the most recent address or e-mail

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

cising any of its rights under this Agreement shall be deemed to constitute a waiver of any such obligation

ons 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

ual matters and obligations arising out of or in connection with it shall be governed by, and construed in accordance with, the law of England and Wales.

aim between the Parties relating to this Agreement (including any dispute, controversy or claim arising out of or in connection with it) shall be referred to and determined by the courts of England and Wales

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

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

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<<inserted text>>]

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