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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, at his 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 consult the Contractor beforehand about any such substitution in any event. The Sub-Contractor shall not be obligated to consult the Contractor on any request by the Contractor to engage the Sub-Contractor. The Sub-Contractor shall in any event provide such substitution if the delay or for any other reason upon the Contractor's discretion. The Sub-Contractor shall only be entitled to refuse to accept any substitution if in its opinion the Sub-Contractor are 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 Contractor's all times exclusively for the Sub-Contractor and control. The Contractor shall not seek to supervise or control the Sub-Contractor or any Workers in the provision of the Work. The Contractor shall have any right to do so.
- 1.4 The Sub-Contractor shall be responsible for organising, and entitled to organise, the Work. The Contractor shall ensure that due account is taken of the impact of the Work on the Contractor and any other Work also engaged by the Contractor.
- 1.5 The Sub-Contractor shall ensure that the Work is done with all reasonable care and skill, and without limitation is responsible for ensuring 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 not be entitled to offer any services available except 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 obligation between 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.

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**2. INDEMNITY AND LIABILITY**

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 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-clause shall limit the liability misrepresentation, injury.

other provisions of this Agreement he 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 and the provision of all t

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

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

the 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 contractor and shall responsible for all contributions in resp

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

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

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

4.3 The Sub-Contractor Added Tax.

liable for his expenses and Value

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

and to create any partnerships, joint s between the parties or any other ontractual relationship expressly

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**5. CONSIDERATION**

5.1 The agreed consider

of the Work is as follows:

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[The Contractor will pay the Contractor for a sum equal to <<%>> of the Total Price paid to the project owner.]

**OR**

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

5.2 Payment will be made to the Contractor on the date of completion of the Work and receipt of an invoice from the Sub-Contractor for the sum payable for the Work and any Value Added Tax chargeable.

5.3 Claims for payment must be supported by appropriate work record sheets. Falsification of such records will result in the termination of this agreement.

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

5.5 No further payment shall be made to the Contractor for the Work over and above the entitlement set out in this clause and without limitation no payment will be made to the Contractor in respect of any expenses incurred by the Sub-Contractor in connection with the Work.

5.6 The Contractor shall be responsible to any Worker in respect of any 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 time period>> following the termination or expiry of this Agreement, provide services to any competitor of the Contractor [within <<insert radius>> miles of the Work]. [The Contractor may waive this restriction entirely on a case-by-case 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 time period>> following the termination or expiry of this Agreement, solicit and/or employ consultants and/or employees with which the Contractor has done business during the <<insert time period>> prior to the date of termination of this Agreement, other than clients of which the Sub-Contractor may waive this restriction entirely on a case-by-case basis upon receipt of a written request from the Sub-Contractor.] [The Contractor may be given if it shall violate any prior agreement between the Contractor and the client in question as to the sharing of the client's information.]

## 7 TERMINATION

7.1 This Agreement is terminable at any time by the Contractor or by the Sub-Contractor, without giving any reason for termination. Notwithstanding that provision, this Agreement shall survive and remedies the Parties shall be available to the Parties following circumstances:

7.1.1 either Party fails to comply with any of the terms and obligations of this Agreement and such failure is not remedied within fourteen days of written notice being given by the other Party;

7.1.2 the Sub-Contractor becomes insolvent or compulsorily wound up or reconstructed or the reconstruction of the whole or part of the Sub-Contractor's business is approved by a receiver is appointed in respect of the whole or part of the Sub-Contractor's business.

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7.2 The termination of which have already

without prejudice to any rights, parties under this Agreement.

**8 DATA PROTECTION**

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

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

8.2 For complete detail and retention of pe which personal data Contractor's and th data sharing (wher Notice available fro

's collection, processing, storage, t not limited to, the purpose(s) for or bases for using it, details of the v to exercise them, and personal fer to the sub-Contractor Privacy R [attached in the Schedule].

**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 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

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  
this 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  
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  
contractor, with suitable skill, knowledge  
who is nominated and engaged by the  
to carry out any or all of Work on the  
solely on the half; and

**"Party"**

to this Agreement and "Parties"  
refers to the 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, words  
include the plural as well as  
gender, and a reference to a  
and to an unincorporated

otherwise requires, words in the singular  
including any gender include any  
which has a 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 as 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 may be signed by the duly authorised signatory of the Parties

12.3 Any notice to be served on the other shall be deemed to have been duly given:

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

12.3.2 when sent, in the case of registered mail, by a return receipt is generated; or

12.3.3 on the fifth business day following mailing, if mailed by national ordinary mail.

In each case notice shall be deemed to have been served at the most recent address or e-mail address notified to the Parties.

12.4 The Parties do not intend that any provision of 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 constitute a waiver of any such rights, and no waiver by either Party of a breach of this Agreement shall be deemed to constitute a waiver of any such breach.

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

**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.

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.

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

SIGNED by

<<Name and Title of person signing as Party 1>>  
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>>

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

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<<inserted text>>]

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