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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 to be carried out by him (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 to carry out the Work. The Sub-Contractor shall in any event provide such substitution if the delay in 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 Contractor that the delay is necessary. The Sub-Contractor shall only be entitled to refuse to substitute any Work if the Contractor has not been consulted by the Sub-Contractor and the Contractor's activities 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 carried out at all times exclusively for the Sub-Contractor and under the direction and control of the Contractor. The Contractor shall not seek to supervise or control the activities of the Sub-Contractor or any Workers in any way. The Contractor shall have any right to do so.
- 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 responsible for ensuring that due account is taken of the impact of the Work on the Contractor and any other Workers also engaged by the Contractor.
- 1.5 The Sub-Contractor shall ensure that the Work is carried out with all reasonable care and skill, and shall ensure that any Worker shall also be engaged by the Contractor 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 engage any services available except for those specified in this 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 such obligation shall be implied or created.

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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

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 rely 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 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-clau shall limit the liab 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 an 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 respe 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.

ible for his expenses and Value

4.4 Nothing in this Agr venture, agency or fiduciary relationsh provided for in this A

ed 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 conside

of the Work is as follows:

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[The Contractor will pay the Total Price paid to the

or a sum equal to <<%>> of the project owner.]

OR

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

works for the Contractor.]

5.2 Payment will be made on invoice from the Sub-Contractor. Payment shall include Value Added Tax charged

completion of the Work and receipt of an invoice payable for the Work and any

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

5.4 All payments made shall be net of Value Added Tax charged

are expressed exclusive of any

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

5.6 The Contractor shall be responsible for the Work.

to any Worker in respect of any of

6 NON-COMPETITION AND

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6.1 [The Sub-Contractor shall be restricted for a period of <<insert period>> after the termination or expiry of this Agreement, provided that <<insert radius>> of the restriction entirely ceases on receipt of a written request from the Sub-Contractor.

course of provision of the Work or for the termination or expiry of this Agreement, provided that <<insert radius>> of the restriction entirely ceases on receipt of a written request from the Sub-Contractor.

6.2 [The Sub-Contractor shall be restricted for a period of <<insert period>> after the termination or expiry of this Agreement, provided that <<insert radius>> of the restriction entirely ceases on receipt of a written request from the Sub-Contractor. This restriction shall not apply to any prior agreement or arrangement for the sharing of the client.

course of provision of the Work or for the termination or expiry of this Agreement, provided that <<insert radius>> of the restriction entirely ceases on receipt of a written request from the Sub-Contractor. This restriction shall not apply to any prior agreement or arrangement for the sharing of the client.

7 TERMINATION

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7.1 This Agreement is terminated by the Contractor or by the Sub-Contractor giving any reason for termination. If that provision, this Agreement shall be null and void and remedies the Parties shall be as follows:

and with immediate effect by the Sub-Contractor giving the other written notice, without prejudice to the generality of the above, notwithstanding any other rights or remedies which may be available to either Party 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 written notice;

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

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

insolvency or liquidation either voluntary or compulsory or for the purposes of bona fide corporate reconstruction or where a receiver is appointed in respect of the assets of the Sub-Contractor.

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7.2 The termination of which have already

without prejudice to any rights, parties under this Agreement.

8 DATA PROTECTION

The Sub-Contractor will on the Sub-Contractor's <<ins <<insert location(s)>>.

personal information as set out in . Privacy Notice>> available from

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

ation to any other party;

9.1.3 not use any contemplated

n for any purpose other than as terms 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 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 confident 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 omployee or officer of any such body) her Party a written confidentiality n. Such undertaking should be as s of this Clause 9, to keep the and to use it only for the purposes d

9.2.2 use any Co other perso 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.

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10 FORCE MAJEURE

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, if such failure or delay results from any cause that is beyond the control of the Party ("Force Majeure"). Such causes include, but are not limited to, war, terrorism, acts of violence, fire, flood, storms, earthquakes, acts of God, or any other similar or dissimilar event or circumstance beyond the control of the Party in question.

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10.2 [In the event that a Force Majeure event occurs, the Party whose obligations as a result of Force Majeure are affected 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 to be made up to the date of termination. Such payment shall not be reduced by any prior contractual commitments entered into in reliance on this Agreement.]

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11 DEFINITIONS

11.1 In this Agreement, the following expressions have the following meanings:

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"Confidential Information"

Information which is disclosed by either Party, information which is disclosed by either Party, information which is disclosed by either Party, information which is disclosed by either Party pursuant to this Agreement (whether orally or in writing, and whether or not the information is expressly stated to be confidential or otherwise requires, the following meanings:

"Worker"

Individual who is either self-employed or employed by the other Party, with suitable skill, knowledge and experience, who is nominated and engaged by the other Party to carry out any or all of Work on the terms and conditions set out in this Agreement; and

"Party"

Each of the Parties to this Agreement and "Parties" means the Parties to this Agreement.

11.2 The headings in this Agreement shall be for reference purposes only and shall not be incorporated into the Agreement.

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11.3 In this Agreement, the words "he", "him" and "his" include the plural and "her", "hers" and "her" include a reference to a body corporate and to an unincorporated association.

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12 MISCELLANEOUS

12.1 This Agreement shall supersede any previous agreement between the Parties and such prior agreement shall be null and void. Each Party acknowledges that it has entered into this Agreement in reliance on the previous agreement.

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12.2 This Agreement may be amended or modified only by an instrument in writing signed by the duly authorized representatives of both Parties.

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

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- 12.3.1 when delivered by a registered messenger or other messenger (including a courier or other messenger (including registered messenger) outside business hours of the recipient; or
- 12.3.2 when sent, if by registered messenger or other messenger, and a return receipt is generated; or
- 12.3.3 on the fifth business day after the date of posting by ordinary mail, if mailed by national postal service.

the most recent address or e-mail address notified to the Party for any part of it to be enforceable under or by virtue of the Contract (Rights of Third Parties) Act 1999 by any person who is not a Party.

In each case notice shall be given to the Party at the most recent address or e-mail address notified to the Party.

- 12.4 The Parties do not intend that this Agreement or any part of it to be enforceable under or by virtue of the Contract (Rights of Third Parties) Act 1999 by any person who is not a Party.
- 12.5 No failure or delay in performance of this Agreement shall be deemed to constitute either Party of a breach of this Agreement or 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 be deemed severed from this Agreement. The remainder of this Agreement shall survive.

for any part of it to be enforceable under or by virtue of the Contract (Rights of Third Parties) Act 1999 by any person who is not a Party.

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

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.

provisions of this Agreement is found to be unlawful, invalid or unenforceable, that / those provision(s) shall nevertheless be deemed severed from this Agreement. The remainder of this Agreement shall survive.

This Agreement has been duly executed and entered into by the Parties on the <<year>> day of <<month>> <<year>>.

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.

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>>

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

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.

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

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<<inserted text>>]

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