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SUB-CONTRACT AGREEMENT

THIS AGREEMENT is made the
BETWEEN:

- (1) <<Name of Service Provider>> incorporated in <<Country of Registration>> under number <<Company Registration Number>> [of]<<insert Address>> (“the Service Provider”) whose registered office is at] **OR**
- (2) <<Name of Sub-Contractor>> (“the Sub-Contractor”)

WHEREAS:

- (1) The Service Provider provides <<insert brief description of services>> services, has reasonable skill, knowledge and experience in that field, and has been engaged by the Client to provide such services under an agreement dated <<insert date>> (the “Main Contract”) is Agreement as Schedule 1.
- (2) The Sub-Contractor has relevant qualifications and experience in the field of <<insert brief description of services>> services and wishes to offer his/her services to the Service Provider.
- (3) In reliance upon such skill, knowledge and experience, the Service Provider wishes to engage the Sub-Contractor on its behalf as described herein.
- (4) The Sub-Contractor wishes to provide the services described in <<insert brief description of services>> the Client on behalf of the Service Provider as described herein in accordance with, the terms and conditions of this Agreement.

IT IS AGREED as follows:

1. Definitions and Interpretation

- 1.1 In this Agreement, unless the context otherwise requires, the following expressions have the meanings set out below:

“**Business Day**”

any day other than Saturday or Sunday) on which the offices of the Service Provider are open for their full range of services at <<insert location>>;

“**Client**”

the Service Provider’s client under the Main Contract, whose name is <<insert name of Client>>[a company incorporated in <<insert country of registration>> under registration number <<insert registration number>> whose registered office is at] **OR** [of]<<insert address>>;

“**Commencement Date**”

the date on which this Agreement shall come into effect, and subject to, Clause 2;

“**Confidential Information**”

any information, whether or not written, disclosed by either Party, information which is confidential by the other Party pursuant to the terms of this Agreement (whether orally or in writing, in any medium, and whether or not the information is expressly stated to be confidential or otherwise);

“**Sub-Contractor’s Fees**”

the fees payable by the Service Provider to the Sub-Contractor in consideration of the Sub-Contracted services described in Schedule 3;

<p>“Sub-Contracted Services”</p>	<p>the Services to be provided by the</p>
<p>“Services”</p>	<p>provided by the Service Provider under the Main Contract, of which the Services form a part.</p>
<p>“Worker”</p>	<p>either self-employed or employed by the Sub-Contractor with suitable skill, knowledge and experience is nominated and engaged by the Sub-Contractor to carry out any or all of the Sub-Contracted Services on the Sub-Contractor’s behalf</p>
<p>1.2 Unless the context of the Agreement requires otherwise, a reference in this Agreement to:</p> <p>1.2.1 “writing”, and any communication in writing, includes a reference to any communication in electronic or facsimile transmission or any other similar means;</p> <p>1.2.2 a statute or regulation, is a reference to that statute or regulation in force at the relevant time;</p> <p>1.2.3 “this Agreement”, “the Agreement”, “Schedules A” and “Schedules B”, means this Agreement and each of the Schedules A and B attached at the relevant time;</p> <p>1.2.4 a Schedule means a Schedule to this Agreement; and</p> <p>1.2.5 a Clause or paragraph means a Clause or paragraph of the relevant Schedule.</p> <p>1.2.6 a “Party” or “parties” means the parties to this Agreement.</p> <p>1.3 The headings used in the Agreement are for convenience only and shall have no effect upon the interpretation of the Agreement.</p> <p>1.4 Words imparting the masculine gender shall include the plural and vice versa.</p> <p>1.5 References to any gender shall include the other gender.</p> <p>1.6 References to persons shall include corporations.</p>	<p>reference in this Agreement to:</p> <p>1.2.1 “writing”, and any communication in writing, includes a reference to any communication in electronic or facsimile transmission or any other similar means;</p> <p>1.2.2 a statute or regulation, is a reference to that statute or regulation in force at the relevant time;</p> <p>1.2.3 “this Agreement”, “the Agreement”, “Schedules A” and “Schedules B”, means this Agreement and each of the Schedules A and B attached at the relevant time;</p> <p>1.2.4 a Schedule means a Schedule to this Agreement; and</p> <p>1.2.5 a Clause or paragraph means a Clause or paragraph of the relevant Schedule.</p> <p>1.2.6 a “Party” or “parties” means the parties to this Agreement.</p> <p>1.3 The headings used in the Agreement are for convenience only and shall have no effect upon the interpretation of the Agreement.</p> <p>1.4 Words imparting the masculine gender shall include the plural and vice versa.</p> <p>1.5 References to any gender shall include the other gender.</p> <p>1.6 References to persons shall include corporations.</p>
<p>2. Commencement Date</p> <p>2.1 Subject to the remaining provisions of Clause 2, this Agreement shall come into force on the date of the execution of this Agreement.</p> <p>2.2 In the event that the Agreement is not signed by the Commencement date, the operative provisions of the Agreement shall come into force only from the date on which the Service Provider receives written notice from the Service Provider that the Main Contract is legally effective.</p> <p>2.3 The Service Provider shall sign the Main Contract immediately in writing when the Main Contract is legally effective if it is not already so on the date of this Agreement.</p>	<p>reference in this Agreement to:</p> <p>1.2.1 “writing”, and any communication in writing, includes a reference to any communication in electronic or facsimile transmission or any other similar means;</p> <p>1.2.2 a statute or regulation, is a reference to that statute or regulation in force at the relevant time;</p> <p>1.2.3 “this Agreement”, “the Agreement”, “Schedules A” and “Schedules B”, means this Agreement and each of the Schedules A and B attached at the relevant time;</p> <p>1.2.4 a Schedule means a Schedule to this Agreement; and</p> <p>1.2.5 a Clause or paragraph means a Clause or paragraph of the relevant Schedule.</p> <p>1.2.6 a “Party” or “parties” means the parties to this Agreement.</p> <p>1.3 The headings used in the Agreement are for convenience only and shall have no effect upon the interpretation of the Agreement.</p> <p>1.4 Words imparting the masculine gender shall include the plural and vice versa.</p> <p>1.5 References to any gender shall include the other gender.</p> <p>1.6 References to persons shall include corporations.</p>
<p>3. Engagement of the Sub-Contractor</p> <p>3.1 The Service Provider shall engage the Sub-Contractor to provide the Sub-Contracted Services in accordance with the terms and conditions of this Agreement.</p> <p>3.2 The appointment of the Sub-Contractor under this Agreement is mutually non-exclusive that is to say the Service Provider may engage other service providers and other person engaged by the Service Provider to provide clients services as or similar to the Sub-Contracted Services.</p>	<p>reference in this Agreement to:</p> <p>1.2.1 “writing”, and any communication in writing, includes a reference to any communication in electronic or facsimile transmission or any other similar means;</p> <p>1.2.2 a statute or regulation, is a reference to that statute or regulation in force at the relevant time;</p> <p>1.2.3 “this Agreement”, “the Agreement”, “Schedules A” and “Schedules B”, means this Agreement and each of the Schedules A and B attached at the relevant time;</p> <p>1.2.4 a Schedule means a Schedule to this Agreement; and</p> <p>1.2.5 a Clause or paragraph means a Clause or paragraph of the relevant Schedule.</p> <p>1.2.6 a “Party” or “parties” means the parties to this Agreement.</p> <p>1.3 The headings used in the Agreement are for convenience only and shall have no effect upon the interpretation of the Agreement.</p> <p>1.4 Words imparting the masculine gender shall include the plural and vice versa.</p> <p>1.5 References to any gender shall include the other gender.</p> <p>1.6 References to persons shall include corporations.</p>

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- at the discretion at any time (and on or off itself any Workerto provide any of Contractor shall use reasonable Provider beforehand about any such Contractor shall not be obligated to consult request by the Service Provider to The Service Provider shall only be Worker (whether or not consulted by Union they are not suitable due to Contractor shall in any event use all a substitute Worker where the is delayed for more than <<insert ty or for any other reason.

- Contractor's activities and working
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and control. The Service Provider
all the Sub-Contractor or any Worker
ces nor shall the Service Provider

- quality of the Work undertaken by the Sub-Contracted Services and, ensuring that he/she and any such Sub-Contracted Services shall do so skill.

- The Client as detailed in the Main Agreement shall be exclusively responsible for how and in what order the Sub-Contractor shall liaise with the Service Provider to meet the requirements and the impact of the Client's requirements upon the activities of the Service Provider engaged by the Service Provider.

- le for the rectification of any

- any services available except for this Agreement. The grant of the acceptance of the appointment to carry out the Sub-Contracted operations on the part of the Service Provider/accept any further contract, relationship shall hereby be created or

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- Provider is that of an independent
 ve the status of a self-employed
 responsible for all taxes and
 income tax and national insurance,
 nts paid or payable to the Sub-
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- 4.2 The Sub-Contractor shall indemnify the Service Provider in respect of any claim made by the relevant authorities against the Sub-Contractor in respect of the relevant Services and/or contributions, including interest and penalties, in respect of the Sub-Contracted Services provided to the Service Provider under this Agreement.
- 4.3 The Sub-Contractor shall reimburse the Service Provider for all of his/her expenses and, where applicable, VAT.
5. **Sub-Contractor's Obligations**
- 5.1 The Sub-Contractor shall endeavour to ensure that the Sub-Contracted Services are provided in accordance with Schedule 2 in all material respects.
- 5.2 The Sub-Contractor shall ensure that the Sub-Contracted Services are provided by him/her with reasonable skill and care.
- 5.3 The Sub-Contractor shall endeavour to ensure that deadlines agreed from time to time between the Service Provider and the Sub-Contractor shall [not] be of the essence of this Agreement.
- 5.4 The Sub-Contractor shall endeavour to act, and ensure that any Worker(s) engaged by the Sub-Contractor in accordance with all reasonable instructions given to the Sub-Contractor by the Service Provider provided such instructions are consistent with the terms of the Sub-Contracted Services as set out in Schedule 2.
- 5.5 The Sub-Contractor shall ensure that he/she and any Worker(s) engaged by the Sub-Contractor shall comply with all statutes, regulations, byelaws, rules relevant to the provision of the Sub-Contracted Services.
- 5.6 [The Sub-Contractor shall endeavour to accommodate any reasonable changes to the Sub-Contracted Services that may be required as a result of a request by the Service Provider to change the Sub-Contracted Services, subject to the Sub-Contractor's Fees then in force.]
6. **Service Provider's Obligations**
- 6.1 The Service Provider shall ensure that the Client shall (as appropriate):
- 6.1.1 Allow the Sub-Contractor (and any Worker(s)) access to any premises, facilities and equipment reasonably required by the Sub-Contractor for the provision of the Sub-Contracted Services;
- 6.1.2 Provide adequate facilities for the Sub-Contractor, and his/her agents, subcontractors, consultants and other agents, as reasonably required by the Sub-Contractor;
- 6.1.3 [Co-Operate with the Sub-Contractor upon the Sub-Contractor's request in respect of any <<insert appropriate problem type>>]
- 6.2 The Service Provider shall ensure that the Client makes freely available to the Sub-Contractor all information reasonably required for the provision of the Sub-Contracted Services.

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- 6.2.1 <<insert item>>;
- 6.2.2 <<insert item>>;
- 6.2.3 <<insert item>>;
- 6.2.4 <<insert item>>.

- 6.3 The Service Provider shall ensure that the Client shall, as appropriate, use reasonable endeavours to ensure that the Sub-Contractor provides all pertinent information to the Sub-Contractor in relation to the Sub-Contracted Services. The Sub-Contractor shall use reasonable endeavours to ensure the accuracy and completeness of the information provided.
- 6.4 The Service Provider may, from time to time, issue instructions to the Sub-Contractor in relation to the Sub-Contracted Services. Such instructions must be compatible with the scope of the Services set out in Schedule 2.
- 6.5 In the event that the Client requires the decision, approval, consent or any other form of communication from the Client in order to continue providing the Services (or any part thereof), the Service Provider shall use reasonable endeavours to provide the same in a timely manner.
- 6.6 The Service Provider shall ensure that the Client uses, as appropriate, reasonable endeavours to ensure that the Sub-Contractor of all health and safety rules and regulations at the Client's premises.

7. **[Provision of Equipment]**

[[7.1] The Service Provider shall provide the following equipment for the provision of the following

<<insert equipment>>;

<<insert equipment>>;

<<add further equipment as appropriate>>

AND/OR

[[7.2] The Sub-Contractor shall provide the following equipment for the provision of its own equipment

<<insert equipment>>;

<<insert equipment>>;

<<add further equipment as appropriate>>

8. **Insurance**

- 8.1 The Service Provider shall maintain in relation to the Services provided by it to the Client, a policy of insurance with a minimum limit of indemnity of £<<insert sum>> in place, in relation to the Services, a like policy (with like terms and the same minimum limit of indemnity) which shall cover the Sub-Contractor in any one occurrence) which shall
- 8.2 [The Service Provider shall maintain in relation to the Services provided by it to the Client, a policy of insurance with a minimum limit of indemnity of £<<insert sum>> in place, in relation to the Services, a like policy (with like terms and the same minimum limit of indemnity) which shall cover the Sub-Contractor in any one occurrence) which shall

relation to the Sub-
same minimum lim
the Sub-Contractor.

like policy (with like terms and the
ce occurrence) which shall cover

9. Fees and Payment

9.1 In consideration of
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Schedule 3 and this

services, the Service Provider shall
b-Contractor in accordance with

9.2 The Sub-Contractor
Fees due in accorda

Service Provider for Sub-Contractor's
of Schedule 3.

9.3 The Service Provider
period>> of receipt

Contractor's Fees due within <<insert
om the Sub-Contractor.

9.4 All payments to be
be made in <<insert
<<insert location>>
writing.

Provider under this Agreement shall
in cleared funds, to such bank in
may from time to time nominate in

9.5 Where any payment
Business Day, it ma

falls due on a day that is not a
ollowing Business Day.

9.6 Without prejudice to
Service Provider fa
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of <<insert name of
daily basis from the
Sub-Contractor of t
Service Provider sh

any other rights open to it, if the
actor within the time period set out
I pay interest on the overdue sum
nnum above the base lending rate
e. Such interest shall accrue on a
until payment is made in full to the
er before or after judgment. The
together with the overdue sum.

9.7 [All sums due unde
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be paid in full without any set-off,
ept such amount (if any) of tax that
withheld by law).]

a) OR

[The Service Provider
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(where relevant).]

t off against sums due to the Sub-
Provider from the Sub-Contractor

9.8 The Service Provider
the Sub-Contracted

payment to any Worker in respect of

10. Indemnity

10.1 The Sub-Contractor
claims, demands, o
Provider arising out

Service Provider against all losses,
urred or suffered by the Service
services.

10.2 The Service Provider
as possible after i
Provider and the Cl

Contractor notice in writing as soon
ny dispute between the Service
p-Contracted Services.

10.3 The Sub-Contractor
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which the Service
Agreement, provide
Contractor as requi

disputes that arise between the
t of the Sub-Contracted Services
pute resolution and/or litigation in
d as a result of entering into this
er gives written notice to the Sub-
.2, whereupon the Sub-Contractor

- shall be deemed to have accepted the arbitration clause and shall manage and settle such dispute.
- 11. Liability**
- 11.1 This Clause 11 sets out the liability of the Parties to each other for any breach of contract, tort (including any representation, statement, or tortious act or omission limited to, negligence and breach of statutory duty) arising out of or in connection with this Agreement.
- 11.2 Subject to sub-Clause 11.3, each Party shall be liable to the other, whether in contract, tort (including negligence), or for breach of statutory duty or misrepresentation, for any profit, loss of revenue, loss of anticipated saving, business interruption or management, loss of goodwill, loss of business, loss of anticipated benefit, loss of any asset, loss of data recorded on any computer or other electronic device, or any special commercial, economic, or other benefit that may be suffered by the other Party that arises out of or in connection with this Agreement.
- 11.3 Nothing in this Clause shall limit the provisions of this Agreement shall:
- 11.3.1 limit the liability of either Party to the other for fraud or fraudulent misrepresentation, willful misconduct, or for death or personal injury;
- 11.3.2 exclude or limit the liability of the Sub-Contractor under or in respect of the performance of the Contract;
- 11.4 Subject to Clause 11.3, the liability of either Party arising out of or in connection with the performance of the Contract, whether in contract, tort (including negligence), restitution (including statutory duty or misrepresentation or otherwise) shall be limited to the amount of the Contract sum for the entire term of this Agreement.
- 12 Confidentiality**
- 12.1 Each Party undertakes to keep confidential and not disclose any information provided by sub-Clause 12.2 or as otherwise required by law, or as it shall, at all times during the continuance of this Agreement and for a period of <<insert period>> years] after its termination:
- 12.1.1 keep confidential any information;
- 12.1.2 not disclose any information to any other party;
- 12.1.3 not use any information for any purpose other than as contemplated by the terms of this Agreement;
- 12.1.4 not make any disclosure in any way or part with possession of any Confidential Information;
- 12.1.5 ensure that any disclosure by its officers, employees, agents, sub-contractors or other persons would not be a breach of any of the provisions of Clauses 12.1.1 to 12.1.4 above.
- 12.2 Either Party may:
- 12.2.1 disclose any Confidential Information to:
- 12.2.1.1 any officer, director, employee or agent of that Party;
- 12.2.1.2 any government authority or regulatory body; or
- 12.2.1.3 any other person of that Party or of any of the Parties or bodies;

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for the purposes contemplated by Clause 11, limited to, the provision of the Confidential Information in each case that Party shall first determine in question that the Confidential Information is not where the disclosure is to any third party, or to any employee or officer of any third party, or to the other Party a written undertaking to the third party in question. Such undertaking shall be in the terms of this Clause 12, to keep the Confidential Information confidential and to use it only for the purposes for which it was made; and

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

continue in force in accordance with
of this Agreement for any reason.

ider's personal information as set
e, e.g. Privacy Notice>> available

employment and for a period of <<insert
employ or contract the services of any
person engaged by the other Party at
without the express written consent of

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for any failure or delay in performing any results from any cause that is beyond the Party's control ("Force Majeure"). Such causes include, but are not limited to, natural disasters, internet service provider failure, power outages, earthquakes, acts of terrorism, and any other similar or dissimilar event or circumstance beyond the control of the Party in question.

It cannot perform their obligations for a continuous period of <<insert>> days, the Parties shall terminate this Agreement by written notice. In the event of such termination, the Contractor shall be paid for all work completed and shall take into account any prior payment received in reliance on the performance of this Agreement.



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17 Effects of Termination

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17.5 each Party shall (e
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18 No Waiver

No failure or delay by either
shall be deemed to be a wa
of any provision of this Agr
breach of the same or any

19 Further Assurance

Each Party shall execute
may be necessary to carry

20 Costs

Subject to any provisions
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21 Assignment and Sub-Contract

21.1 [Subject to sub-Cla
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21.2 The Sub-Contract
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22 Time

[The Parties agree that all
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except in respect of any accrued
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rred to in Clause 12) immediately
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of its rights under this Agreement
waiver by either Party of a breach
to be a waiver of any subsequent

deeds, documents and things as
reement into full force and effect.

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reement is personal to the Parties.
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te any of its rights hereunder, or
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consent not to be unreasonably

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it, their transferees, successors or any of its terms and accordingly the shall not apply to this Agreement.

all continue and be binding on the
 her Party as required.

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and a return receipt is generated; or

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sed to the most recent address or

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agreement between the Parties with
modified except by an instrument
representatives of the Parties.

to this Agreement, it does not rely
 provision except as expressly
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 ded to the fullest extent permitted

number of counterparts and by the date when so executed and delivered, each of which shall constitute one and the same agreement.

of this Agreement is found to be
those provision(s) shall be deemed
The remainder of this Agreement

of this Agreement is found to be
those provision(s) shall be deemed
The remainder of this Agreement

of this Agreement is found to be
those provision(s) shall be deemed
The remainder of this Agreement

29 Dispute Resolution

- 29.1 The Parties shall attempt to resolve any dispute arising out of or relating to this Agreement through their appointed representatives who have the authority to settle the dispute.
- 29.2 [If negotiations under this Clause do not resolve the matter within <<insert period>> of the date of the invitation to negotiate, the parties will attempt to resolve the dispute through an agreed Alternative Dispute Resolution (ADR) procedure.]
- 29.3 [If the ADR procedure under 29.2 does not resolve the matter within <<insert period>> of the date of the invitation to negotiate, or if either Party will not participate in the ADR procedure, the dispute may be referred to arbitration by either Party.]
- 29.4 The seat of the arbitration shall be England and Wales. The arbitration shall be governed by the Arbitration Act 1996 and Rules for Arbitration as agreed by the Parties. In the event that the Parties are unable to agree on a set of rules, the Rules for Arbitration, either Party may, upon giving written notice to the other Party, apply to the President or Deputy President for the Chartered Institute of Arbitrators for the appointment of an arbitrator and for any decision on rules that may be required.
- 29.5 Nothing in this Clause shall prevent either Party or its affiliates from applying to a court for an interim injunction or other relief.
- 29.6 The Parties hereby agree that the decision of the arbitrator and outcome of the final method of dispute resolution under this Clause [not] be final and binding on both Parties.

30 Law and Jurisdiction

- 30.1 This Agreement (including any amendments thereto) and all matters and obligations arising therefrom or associated therewith shall be governed by, and construed in accordance with, the law of England and Wales.
- 30.2 Subject to the provisions of Clause 30.1, any dispute, controversy, proceedings or claim between the Parties arising out of or in connection with this Agreement (including any non-contractual matters arising out of or in connection with it) shall fall within the jurisdiction of the courts of England and Wales.

SIGNED for and on behalf of the Sub-Contractor

<<Name and Title of person signing for Sub-Contractor>>

Authorised Signature

Date: _____

SIGNED by <<Full name of Sub-Contractor>>
(the Sub-Contractor)

Signature

Date: _____

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The Main Contract

<<Attach a complete copy of the M

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The Sub-Contracted Services

<<Insert a detailed specification of the services to be provided by the Sub-Contractor>>

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Sub-Contractor's Fees

<<Insert full details of fees and pay

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Insurance

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