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SUB-CONTRACT AGREEMENT

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**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 Provider")
- (2) <<Name of Sub-Contractor>> incorporated in <<Country of Registration>> under number <<Company Registration Number>> [of] <<insert Address>> ("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") which is incorporated into this Agreement as Schedule 1.
- (2) The Sub-Contractor has relevant skills, qualifications and experience in the field of <<insert brief description of services>> services and wishes to offer its services to the Service Provider.
- (3) In reliance upon such skills, qualifications and experience, the Service Provider wishes to engage the Sub-Contractor to provide certain parts of the <<insert brief description of services>> services on its behalf as described herein.
- (4) The Sub-Contractor wishes to provide such services to the Client on behalf of the Service Provider as described hereunder 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 otherwise requires, the following expressions have the meanings set out below:

**"Business Day"**

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

**"Client"**

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

**"Commencement Date"**

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

**"Confidential Information"**

information disclosed by either Party, information which is confidential in nature, whether or not so stated by the other Party pursuant to this Agreement (whether orally or in writing, and whether or not the information is expressly stated to be confidential or confidential in nature);

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“Consultant”

either self-employed or employed factor, (other than the Principal suitable skill, knowledge, and nominated and engaged by the carry out the Sub-Contracted on for the Principal Consultant;

“Principal Consultant”

ne of person>> being the person Sub-Contractor to carry out Sub- for the Sub-Contractor, subject to sultant;

“Sub-Contractor’s Fees”

able by the Service Provider to the nsideration of the Sub-Contracted scribed in Schedule 3;

“Sub-Contracted Services”

he Services to be provided by the

“Services”

e provided by the Service Provider the Main Contract, of which the ices form a part.

- 1.2 Unless the context of this Agreement requires otherwise, any reference in this Agreement to:
  - 1.2.1 “writing”, and any other written communication, includes a reference to any electronic or facsimile transmission or other similar means of communication;
  - 1.2.2 a statute or regulation, includes a reference to that statute or regulation as in force at the relevant time;
  - 1.2.3 “this Agreement”, “this Schedule” and “this Clause”, includes a reference to this Agreement and each of the Schedules and Clauses referred to at the relevant time;
  - 1.2.4 a Schedule includes a reference to that Schedule as amended;
  - 1.2.5 a Clause or Paragraph includes a reference to a Clause of this Agreement or Paragraph of the relevant Schedule;
  - 1.2.6 a “Party” or “Parties” includes a reference to the parties to this Agreement.

1.3 The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.

1.4 Words imparting the singular shall include the plural and vice versa.

1.5 References to any gender shall include the other gender.

1.6 References to persons shall include corporations and entities.

**2. Commencement Date**

2.1 Subject to the remaining provisions of Clause 2, this Agreement shall come into force on the date specified in Clause 2.1.

2.2 In the event that the date specified in Clause 2.1 is not a date on which the operative provisions of this Agreement shall come into force only from the date on which the Service Provider provides written notice from the Service Provider that the Main Contract is legally effective.

2.3 The Service Provider shall provide written notice to the Sub-Contractor immediately in writing when the Main Contract becomes legally effective if it is not already so on the date specified in Clause 2.1.

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date of this Agreement

**3. Engagement of the Sub-Contractor**

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.

3.2 The appointment of the Sub-Contractor under this Agreement is mutually non-exclusive that is to say that the Principal Consultant, or any other Consultant, or any other person can provide to other Clients services which are the same as or similar to the Sub-Contracted Services and the Service Provider can engage any other Sub-Contractor to provide it with services which are the same as or similar to the Sub-Contracted Services.

3.3 The Sub-Contractor shall engage the Principal Consultant to carry out the Sub-Contracted Services. The Sub-Contractor may in its complete discretion at one or more occasions) substitute any Consultant to provide the Sub-Contracted Services provided that the Consultant has the necessary knowledge and experience. The Sub-Contractor shall consult with the Service Provider beforehand. The Service Provider shall only be entitled to substitute a Consultant if in its reasonable opinion they are not of the requisite skills. The Sub-Contractor shall in any event [unless otherwise provided] provide such a substitute where the provision of the Sub-Contracted Services is delayed for more than <<insert period>> by reason, of the Principal Consultant.

3.4 It is understood that the Sub-Contractor shall work in accordance with the working methods of the Principal Consultant and that the Sub-Contractor shall be substituted by the Sub-Contractor to determine, supervise, direct and control. The Sub-Contractor shall not seek to supervise, direct or control the Sub-Contracted Services. The Principal Consultant or any Consultant engaged on the Sub-Contracted Services shall have no right to do so.

3.5 The Sub-Contractor shall be responsible for the quality of the work undertaken by the Sub-Contractor on the Sub-Contracted Services and, without limitation, shall be responsible for ensuring that the Principal Consultant and any other Consultant engaged on the Sub-Contracted Services are satisfied with the quality and with reasonable care and skill.

3.6 Subject to the express terms of the Main Contract, the Sub-Contractor shall be exclusively responsible for organising and entitled to organise the Sub-Contracted Services in what order the Sub-Contracted Services are performed with the Service Provider to ensure that due account is taken of the requirements of the Client and the impact of the provision of the Sub-Contracted Services on the activities of the Service Provider and the Service Provider.

3.7 The Sub-Contractor shall be responsible for the rectification of any unsatisfactory work.

3.8 The Sub-Contractor shall not be entitled to provide any services available except for the performance of the Sub-Contracted Services under this Agreement. The engagement of the Sub-Contractor to carry out the Sub-Contracted Services does not constitute an obligation on the part of the Service Provider.

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Provider or the S  
appointment or serv  
implied.

or accept any further contract,  
relationship shall hereby be created or

**4. Status of the Sub-Contractor**

4.1 The Sub-Contractor  
contractor. The S  
contributions (includ  
where applicable) in  
to the Sub-Contract

Provider is that of an independent  
responsible for all taxes and  
income tax and national insurance,  
ation all amounts paid or payable  
this Agreement.

4.2 The Sub-Contractor  
respect of any claim  
Service Provider in  
interest and penalti  
Service Provider un

demnify the Service Provider in  
the relevant authorities against the  
taxes and/or contributions, including  
Contracted Services provided to the

4.3 The Sub-Contractor  
applicable, VAT.

for all of its expenses and, where

**5. Sub-Contractor's Obligations**

5.1 The Sub-Contractor  
Contracted Service  
material respects.

endeavours to ensure that the Sub-  
accordance with Schedule 2 in all

5.2 The Sub-Contractor  
provided by the Pri  
and care.

the Sub-Contracted Services are  
by Consultant with reasonable skill

5.3 The Sub-Contractor  
agreed from time  
Service Provider an  
this Agreement.

endeavours to ensure that deadlines  
with those agreed between the  
ne shall [not] be of the essence of

5.4 The Sub-Contractor  
that the Principal C  
reasonable instructi  
are compatible with  
Schedule 2.

endeavours to act, and to ensure  
sultant act, in accordance with all  
contractor provided such instructions  
Contracted Services as set out in

5.5 The Sub-Contractor  
Consultant, and any  
standards, codes o  
the Sub-Contracted

for ensuring that it, the Principal  
all statutes, regulations, byelaws,  
rules relevant to the provision of

5.6 [The Sub-Contractor  
reasonable changes  
result of a request  
Services, subject to  
Contractor's Fees th

endeavours to accommodate any  
Services that may be required as a  
Service Provider to change the  
reasonable changes to the Sub-  
lt of such changes.]

**6. Service Provider's Obligations**

6.1 The Service Prov  
appropriate):

ensure that the Client shall, (as

6.1.1 Allow Princip  
facilities and  
in the course

consultant access to any premises,  
only required by the Sub-Contractor  
Contracted Services;

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6.1.2 Provide additional  
Consultant and  
consultants  
required by the

and facilities for the Principal  
any other agents, subcontractors,  
(Sub-Contractor) as reasonably

6.1.3 [Co-Operate  
reasonable  
problem type

ctor upon the Sub-Contractor's  
basis of any <<insert appropriate

6.2 The Service Provider  
Sub-Contractor to  
Contracted Services

Client makes freely available to the  
for the provision of the Sub-

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  
appropriate) use rea  
the Sub-Contractor  
Sub-Contracted Ser  
accuracy and comp

ensure that the Client shall (as  
provide all pertinent information to  
Sub-Contractor's provision of the  
reasonable endeavours to ensure the  
tion.

6.4 The Service Provider  
time to time, issue  
the Sub-Contracted  
the scope of the Su

gh the Service Provider may, from  
to the Sub-Contractor in relation to  
structions must be compatible with  
s set out in Schedule 2.

6.5 In the event that th  
or any other form of  
continue providing  
Service Provider sh  
provide the same in

es the decision, approval, consent  
unication from the Client in order to  
ervices (or any part thereof), the  
at uses reasonable endeavours to  
manner.

6.6 The Service Provider  
appropriate) reason  
and safety rules and

ensure that the Client uses (as  
m the Sub-Contractor of all health  
at the Client's premises.

7. **[Provision of Equipment**

7.1 [The Service Provider  
equipment:

for the provision of the following

7.1.1 <<insert equ  
>>

7.1.2 <<insert equ  
>>

7.1.3 <<add further  
>>]

>>]

**AND/OR**

7.2 [The Sub-Contractor  
equipment which sh

e for the provision of its own

7.2.1 <<insert equ  
>>

7.2.2 <<insert equ  
>>

7.2.3 <<add further  
>>.]

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## 8. Insurance

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

## 9. Fees and Payment

- 9.1 In consideration of the Services, the Service Provider shall pay the Sub-Contractor in accordance with Schedule 3 and this Agreement.
- 9.2 The Sub-Contractor shall invoice the Service Provider for Sub-Contractor's Fees due in accordance with Schedule 3.
- 9.3 The Service Provider shall pay the Sub-Contractor's Fees due within <<insert period>> of receipt from the Sub-Contractor.
- 9.4 All payments to be made by the Service Provider under this Agreement shall be made in cleared funds, to such bank in <<insert location>> as may from time to time nominate in writing.
- 9.5 Where any payment falls due on a day that is not a Business Day, it shall be made on the following Business Day.
- 9.6 Without prejudice to any other rights open to it, if the Service Provider fails to pay the Sub-Contractor within the time period set out in sub-Clause 9.3, it shall pay interest on the overdue sum at the rate of <<insert rate>> per annum above the base lending rate of <<insert name of bank>>. Such interest shall accrue on a daily basis from the date of default until payment is made in full to the Sub-Contractor of the overdue sum together with the overdue sum.
- 9.7 [All sums due under this Agreement shall be paid in full without any set-off, counterclaim, deduction or set-off, except such amount (if any) of tax that is to be deducted or set-off.

**OR**

[The Service Provider shall be entitled to set off against sums due to the Sub-Contractor any sums due to the Service Provider from the Sub-Contractor (where relevant).]

- 9.8 The Service Provider shall not be liable for any payment to the Principal Consultant or any Consultant in respect of the Contracted Services.

## 10. Indemnity

- 10.1 The Sub-Contractor shall indemnify the Service Provider against all losses,

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claims, demands, or damages, including reasonable attorneys' fees, incurred or suffered by the Service Provider arising out of or in connection with the Services.

Contractor notice in writing as soon as possible after the Contractor becomes aware of any dispute between the Service Provider and the Client.

10.2 The Service Provider shall give the Contractor notice in writing as soon as possible after the Contractor becomes aware of any dispute between the Service Provider and the Client.

disputes that arise between the Contractor and the Client in connection with the Sub-Contracted Services.

10.3 The Sub-Contractor shall be responsible for the management and control of the Sub-Contracted Services and shall control and manage the performance of the Sub-Contracted Services. The Service Provider shall not be responsible for any dispute resolution and/or litigation in connection with the Sub-Contracted Services. The Sub-Contractor shall be deemed to have agreed to arbitrate as a result of entering into this Agreement, provided that the Sub-Contractor gives written notice to the Service Provider within 30 days of the date of the Sub-Contracted Services, whereupon the Sub-Contractor shall manage and settle such dispute.

11. **Liability**

**11. Liability**

11.1 This Clause 11 sets out the liability of the Parties to each other for any breach of contract, tort (including negligence), or any tortious act or omission (including breach of statutory duty) arising out of or in connection with this Agreement.

11.2 Subject to sub-Clause 11.3, the Parties shall be liable to the other, whether in contract, tort (including negligence), or for breach of statutory duty or misrepresentation, for any loss of profit, loss of revenue, loss of anticipated saving, business interruption or management of any asset, loss of data recorded on any computer or other electronic device, or any special commercial, economic, or financial loss that may be suffered by the other Party that arises out of or in connection with this Agreement.

11.2 Subject to sub-Clause 11.3, the Parties shall be liable to the other, whether in contract, tort (including negligence), or for breach of statutory duty or misrepresentation, for any loss of profit, loss of revenue, loss of anticipated saving, business interruption or management of any asset, loss of data recorded on any computer or other electronic device, or any special commercial, economic, or financial loss 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 liability of the Parties under or in respect of the provisions of this Agreement shall:

11.3.1 limit the liability of the Parties for fraud or fraudulent misrepresentation, or for death or personal injury caused by the negligence of the Parties;  
11.3.2 exclude or limit the indemnity obligations of the Parties.

11.4 Subject to Clause 11.3, the liability of the Parties in connection with this Agreement (including negligence), restitution (including without limitation) or otherwise) shall be limited to the amount of the fee payable to the Contractor under or in respect of the Sub-Contracted Services for the entire term of this Agreement.

**12 Confidentiality**

12.1 Each Party undertakes to keep confidential and not disclose to any other party any Confidential Information provided by sub-Clause 12.2 or as otherwise set out in Clause 12.2, 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 and not disclose to any other party any Confidential Information provided by sub-Clause 12.2 or as otherwise set out in Clause 12.2, 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 and not disclose to any other party any Confidential Information provided by sub-Clause 12.2 or as otherwise set out in Clause 12.2, at all times during the continuance of this Agreement and for a period of [insert period] years] after its termination;

12.1.2 not disclose any Confidential Information provided by sub-Clause 12.2 or as otherwise set out in Clause 12.2, at all times during the continuance of this Agreement and for a period of [insert period] years] after its termination;

12.1.3 not use any Confidential Information provided by sub-Clause 12.2 or as otherwise set out in Clause 12.2, at all times during the continuance of this Agreement and for a period of [insert period] years] after its termination;

12.1.3 not use any Confidential Information provided by sub-Clause 12.2 or as otherwise set out in Clause 12.2, at all times during the continuance of this Agreement and for a period of [insert period] years] after its termination;

12.1.4 not make any Confidential Information provided by sub-Clause 12.2 or as otherwise set out in Clause 12.2, at all times during the continuance of this Agreement and for a period of [insert period] years] after its termination;

12.1.4 not make any Confidential Information provided by sub-Clause 12.2 or as otherwise set out in Clause 12.2, at all times during the continuance of this Agreement and for a period of [insert period] years] after its termination;

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12.1.5 ensure that contractors of that Party would be a breach of Clauses 12.1.1 to 12.1.4 above.

officers, employees, agents, sub-contractors, or any other person acting on behalf of that Party, which, if done by that Party, would be a breach of Clauses 12.1.1 to 12.1.4 above.

12.2 Either Party may:

to:

12.2.1 disclose any Confidential Information to:

12.2.1.1 any officer, employee, agent, sub-contractor, or any other person acting on behalf of that Party;

any officer, employee, agent, sub-contractor, or any other person acting on behalf of that Party;

12.2.1.2 any authority or regulatory body;

any authority or regulatory body;

12.2.1.3 any other Party or of any of the Parties or bodies;

any other Party or of any of the Parties or bodies;

to such extent as is necessary for the purposes contemplated by this Agreement (including for the purposes of providing the Services), or to inform the Provider of Confidential Information (including Confidential Information disclosed to such body or any officer, employee, agent, sub-contractor, or any other person acting on behalf of such body) (such disclosure should be a breach of this Clause 12, to keep the Confidential Information confidential for the purposes of this Clause 12); and

for the purposes contemplated by this Agreement (including for the purposes of providing the Services), or to inform the Provider of Confidential Information (including Confidential Information disclosed to such body or any officer, employee, agent, sub-contractor, or any other person acting on behalf of such body) (such disclosure should be a breach of this Clause 12, to keep the Confidential Information confidential for the purposes of this Clause 12); and

12.2.2 use any Confidential Information for any purpose, or disclose it to any other person acting on behalf of that Party, or at any time, in any form, or by any means, public knowledge through no fault of that Party, or use or disclosure, that Party must not disclose Confidential Information which is not public knowledge.

any purpose, or disclose it to any other person acting on behalf of that Party, or at any time, in any form, or by any means, public knowledge through no fault of that Party, or use or disclosure, that Party must not disclose Confidential Information which is not public knowledge.

12.3 The provisions of this Clause 12 shall continue in force in accordance with their terms, notwithstanding anything to the contrary in any other agreement or arrangement entered into by or on behalf of either Party.

The provisions of this Clause 12 shall continue in force in accordance with their terms, notwithstanding anything to the contrary in any other agreement or arrangement entered into by or on behalf of either Party.

**13. Data Protection**

For complete details of the collection, processing, storage, and retention of personal data, and the use of personal data is used, the Provider's or third party's responsibilities (where applicable), please refer to the Provider's Privacy Notice available from <<insert location>> OR [attach as an exhibit to this Agreement]

collection, processing, storage, and retention of personal data, and the use of personal data is used, the Provider's or third party's responsibilities (where applicable), please refer to the Provider's Privacy Notice available from <<insert location>> OR [attach as an exhibit to this Agreement]

**14 Non-Solicitation**

14.1 Neither Party shall, for a period of <<insert period>> after its termination of this Agreement, employ or contract the services of any person who is or was at any time in relation to this Agreement with that Party].

Neither Party shall, for a period of <<insert period>> after its termination of this Agreement, employ or contract the services of any person who is or was at any time in relation to this Agreement with that Party].

14.2 Neither Party shall, for a period of <<insert period>> after its termination of this Agreement, solicit or entice away from the other Party any customer or client of the other Party with solicitation or enticement would cause damage to the other Party [without the express written consent of that Party].

Neither Party shall, for a period of <<insert period>> after its termination of this Agreement, solicit or entice away from the other Party any customer or client of the other Party with solicitation or enticement would cause damage to the other Party [without the express written consent of that Party].

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**15 Force Majeure**

15.1 No Party to this Agreement shall be relieved of their obligations under this Agreement for any failure or delay in performing their obligations which may result from any cause that is beyond the reasonable control of the Party in question, including, but not limited to, natural disasters, war, industrial action, civil unrest, acts of terrorism, internet service provider failure, or any other similar or dissimilar event or circumstance that is beyond the control of the Party in question.

for any failure or delay in performing their obligations which may result from any cause that is beyond the reasonable control of the Party in question, including, but not limited to, natural disasters, war, industrial action, civil unrest, acts of terrorism, internet service provider failure, or any other similar or dissimilar event or circumstance that is beyond the control of the Party in question.

15.2 [In the event that a Party cannot perform their obligations under this Agreement for a continuous period of <<insert period>>, the other Party may terminate this Agreement by giving written notice at the time of such termination. The Parties shall agree in writing that, upon termination, the Party in question shall take into account any prior contractual commitments and shall not be liable on the performance of this Agreement.]

that cannot perform their obligations under this Agreement for a continuous period of <<insert period>>, the other Party may terminate this Agreement by giving written notice at the time of such termination, the Party in question shall take into account any prior contractual commitments and shall not be liable on the performance of this Agreement.]

**16 Term and Termination**

16.1 This Agreement shall commence on the Commencement Date (subject to the provisions of Clause 16.2) and shall remain in force from that date until the Parties have discharged their obligations hereunder, subject to the provisions of this Clause.

the Commencement Date (subject to the provisions of Clause 16.2) and shall remain in force from that date until the Parties have discharged their obligations hereunder, subject to the provisions of this Clause.

16.2 If the Main Contract is terminated automatically, this Agreement shall automatically terminate, subject to the provisions of Clause 16.3.

any reason, this Agreement shall automatically terminate, subject to the provisions of Clause 16.3.

16.3 Either Party may terminate this Agreement by giving written notice to the other Party, provided that the notice period is not less than <<insert notice period>> and the notice expires on or at any time after <<insert minimum term>>.

by giving to the other not less than <<insert notice period>> and the notice expires on or at any time after <<insert minimum term>>.

16.4 Either Party may terminate this Agreement by giving written notice to the other Party, provided that the notice period is not less than <<insert notice period>> and the notice expires on or at any time after <<insert minimum term>>.

this Agreement by giving written notice to the other Party, provided that the notice period is not less than <<insert notice period>> and the notice expires on or at any time after <<insert minimum term>>.

16.4.1 any sum of money payable by the other Party under any of the provisions of this Agreement shall be paid within <<insert period>> Business Days of the date of the breach;

the other Party under any of the provisions of this Agreement shall be paid within <<insert period>> Business Days of the date of the breach;

16.4.2 the other Party shall be liable for the cost of remedying any breach of any of the provisions of this Agreement which is capable of remedy, fails to remedy it within <<insert period>> Business Days after being given written notice of the breach and requiring it to be remedied;

breach of any of the provisions of this Agreement which is capable of remedy, fails to remedy it within <<insert period>> Business Days after being given written notice of the breach and requiring it to be remedied;

16.4.3 an encumbrance shall not be placed on, or where the other Party is a company, shall not be created over, any of the property or assets of the other Party;

an encumbrance shall not be placed on, or where the other Party is a company, shall not be created over, any of the property or assets of the other Party;

16.4.4 the other Party shall not enter into any arrangement with its creditors or, where the other Party is a company, shall not enter into an administration order (within the meaning of the Insolvency Act 1986);

any arrangement with its creditors or, where the other Party is a company, shall not enter into an administration order (within the meaning of the Insolvency Act 1986);

16.4.5 the other Party shall not, or where the other Party is a company, shall not, make any arrangement with its creditors or, where the other Party is a company, shall not, enter into an administration order (within the meaning of the Insolvency Act 1986);

l or firm, has a bankruptcy order made against it, or where the other Party is a company, goes into liquidation (except for the purposes of re-organization or re-construction and in connection with any arrangement with its creditors or, where the other Party is a company, shall not, enter into an administration order (within the meaning of the Insolvency Act 1986);

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16.4.6 anything a jurisdiction

foregoing under the law of any other Party;

16.4.7 that other or

ns to cease, to carry on business;

16.4.8 control of persons not Agreement "connected Sections 1 2010.

ired by any person or connected t other Party on the date of this of this Clause 16, "control" and he meanings ascribed thereto by vely of the Corporation Tax Act

16.5 For the purposes of of remedy if the Par respects.

each shall be considered capable with the provision in question in all

16.6 The rights to term prejudice any other concerned (if any) c

ven by this Clause 16 shall not er Party in respect of the breach

**17 Effects of Termination**

Upon the termination of this

on:

17.1 any sum owing by e Agreement shall be

under any of the provisions of this nd payable;

17.2 all Clauses which, e the expiry or termin

ir nature, relate to the period after hall remain in full force and effect;

17.3 termination shall no which the terminati termination or any may have in respe before the date of te

right to damages or other remedy pect of the event giving rise to the or other remedy which any Party s Agreement which existed at or

17.4 subject as provided rights neither Party

except in respect of any accrued r obligation to the other; and

17.5 each Party shall (e cease to use, eithe shall immediately re control which conta

red to in Clause 12) immediately any Confidential Information, and ny documents in its possession or tial Information.

**18 No Waiver**

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

of its rights under this Agreement waiver by either Party of a breach to be a waiver of any subsequent

**19 Further Assurance**

Each Party shall execute may be necessary to carry

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

**20 Costs**

Subject to any provisions own costs of and incident into effect of this Agreement

ty to this Agreement shall pay its eparation, execution and carrying

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**21 Assignment and Sub-Contract**

21.1 [Subject to sub-Clause 21.2, neither Party may assign (with or without charge) or sub-license, sub-contract or otherwise transfer any of its obligations hereunder without the written consent of the other Party, which consent shall not be unreasonably withheld.

Agreement is personal to the Parties. The Contractor shall not assign (with or without charge) (otherwise than by floating charge) or sub-license, sub-contract or otherwise transfer any of its rights hereunder, or any of its obligations hereunder without the written consent of the other Party, which consent shall not be unreasonably withheld.

21.2 The Sub-Contractor shall be deemed to be an agent of the Contractor for the purposes of performing any of the obligations undertaken by it through its employees, members of its group or through suitably qualified and skilled persons, whether by act or omission of such other persons, for the purposes of this Agreement, be it as Contractor or as Sub-Contractor.

The Contractor shall be deemed to be an agent of the Parties for the purposes of performing any of the obligations undertaken by it through its employees, members of its group or through suitably qualified and skilled persons, whether by act or omission of such other persons, for the purposes of this Agreement, be it as Contractor or as Sub-Contractor.

**22 Time**

[The Parties agree that all times mentioned in this Agreement shall be of the essence of this Agreement.]

Time mentioned in this Agreement shall be of the essence of this Agreement.]

**OR**

[The Parties agree that the times mentioned in this Agreement are for guidance only and are not of the essence of this Agreement, unless otherwise agreed in writing by mutual agreement between the Parties.]

Times mentioned in this Agreement are for guidance only and are not of the essence of this Agreement and may be varied by mutual agreement between the Parties.]

**23 Relationship of the Parties**

Nothing in this Agreement shall be construed to constitute or give rise to a partnership, joint venture, association, or any employment relationship between the Parties, or any employment relationship between the Principal Consultant and either the Contractor or the Sub-Contractor, or any other fiduciary relationship other than those expressly provided for in this Agreement.

Nothing in this Agreement shall be construed to constitute or give rise to a partnership, joint venture, association, or any employment relationship between the Parties, or any employment relationship between the Principal Consultant or any other person and either the Contractor, or any other relationship expressly provided for in this Agreement.

**24 Third Party Rights**

24.1 No one other than the Contractor or its assignees, shall have any rights under the Contracts (Rights of Third Parties) Act 1999.

Nothing in this Agreement shall confer any rights on any third party, their transferees, successors or assigns, other than those expressly provided for in this Agreement.

24.2 Subject to this Clause 24, the rights conferred by the Contracts (Rights of Third Parties) Act 1999 shall continue and be binding on the Contractor and the other Party as required.

Nothing in this Agreement shall confer any rights on any third party, their transferees, successors or assigns, other than those expressly provided for in this Agreement.

**25 Notices**

25.1 All notices under this Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, the Party giving the notice.

All notices under this Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, the Party giving the notice.

25.2 Notices shall be deemed to have been given:

if given:

25.2.1 when delivered to the recipient by hand or by registered mail;

by hand or other messenger (including by registered mail) outside normal business hours of the recipient; or

25.2.2 when sent, if by post, and a return receipt is generated; or

by post, and a return receipt is generated; or

25.2.3 on the fifth business day after the date of posting by ordinary mail.

by registered mail, if mailed by national or international registered mail.

In each case notices shall be deemed to have been given to the most recent address or e-mail address notified to the Contractor.

to the most recent address or e-mail address notified to the Contractor.

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**26 Entire Agreement**

26.1 This Agreement covers the entire agreement between the Parties with respect to its subject matter and shall be modified except by an instrument in writing signed by the authorized representatives of the Parties.  
26.2 Each Party acknowledges that in entering into this Agreement, it does not rely on any representation or warranty other than those expressly provided in this Agreement and shall not be bound by any conditions, warranties or other terms implied by statute or common law, to the fullest extent permitted by law.

entire agreement between the Parties with respect to its subject matter and shall be modified except by an instrument in writing signed by the authorized representatives of the Parties.  
Each Party acknowledges that in entering into this Agreement, it does not rely on any representation or warranty other than those expressly provided in this Agreement and shall not be bound by any conditions, warranties or other terms implied by statute or common law, to the fullest extent permitted by law.

**27 Counterparts**

This Agreement may be executed in any number of counterparts and by the Parties to it on separate occasions. Each counterpart when so executed and delivered shall be an original, but all counterparts together shall constitute one and the same instrument.

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**28 Severance**

In the event that one or more provisions of this Agreement is found to be unlawful, invalid or otherwise unenforceable, those provision(s) shall be deemed severed from the remainder of this Agreement. The remainder of this Agreement shall be valid and enforceable.

In the event that one or more provisions of this Agreement is found to be unlawful, invalid or otherwise unenforceable, those provision(s) shall be deemed severed from the remainder of this Agreement. The remainder of this Agreement shall be valid and enforceable.

**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 bind them.  
29.2 [If negotiations under this clause do not resolve the matter within <<insert period>> days after the date of the last communication to negotiate, the parties will attempt to resolve the matter through an agreed Alternative Dispute Resolution (ADR) procedure.  
29.3 [If the ADR procedure does not resolve the matter within <<insert period>> days after the date of the last communication to negotiate, 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 International Chamber 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 injunction or other relief.  
29.6 The Parties hereby acknowledge that the award and outcome of the final method of dispute resolution under this clause shall [not] be final and binding on both Parties.

any dispute arising out of or relating to this Agreement through their appointed representatives who have the authority to bind them.  
[If negotiations under this clause do not resolve the matter within <<insert period>> days after the date of the last communication to negotiate, the parties will attempt to resolve the matter through an agreed Alternative Dispute Resolution (ADR) procedure.  
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Nothing in this Clause shall prevent either Party or its affiliates from applying to a court for an injunction or other relief.  
The Parties hereby acknowledge that the award and outcome of the final method of dispute resolution under this clause shall [not] be final and binding on both Parties.

**30 Law and Jurisdiction**

30.1 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.

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.

30.2 Subject to the provisions of this Agreement, any dispute, controversy, proceedings or claim between the parties arising out of or in connection with this Agreement (including any non-contractual matters) shall fall within the jurisdiction of the courts of England and Wales.

dispute, controversy, proceedings or claim between the parties arising out of or in connection with this Agreement (including any non-contractual matters) shall fall within the jurisdiction of the courts of England and Wales.

SIGNED for and on behalf of the Supplier  
<<Name and Title of person signing on behalf of the Supplier>>

\_\_\_\_\_  
Authorised Signature

Date: \_\_\_\_\_

SIGNED for and on behalf of the Supplier  
<<Name and Title of person signing on behalf of the Supplier>>

\_\_\_\_\_  
Authorised 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 Contractor>>

Services to be provided by the Sub-

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**Sub-Contractor's Fees**

<<Insert full details of fees and pa

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**Insurance**

<<Insert evidence of insurance reference number>>

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Privacy Notice (see Clause 13.2)

<<insert privacy notice>>]

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