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FIXED FEE SUB-C (ANY) AGREEMENT

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THIS AGREEMENT is made the
BETWEEN:

- (1) <<Name of Part1>> a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at <<Registered office>> (the "Contractor")
- (2) <<Name of Sub-Contractor>> registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at <<insert Address>> ("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-Contract Schedule>> ("Work"), in accordance with the terms and conditions of the Schedule.
- 1.2 The Sub-Contractor shall engage a Principal Consultant to carry out the Work but the Sub-Contractor shall, at its discretion, at its own expense, (on one or more occasions) to carry out some or all of the Work if the Consultant has the requisite skills, knowledge and experience. The Sub-Contractor shall use reasonable endeavours to consult the Contractor beforehand about any such substitution in any event. The Sub-Contractor does consult the Contractor, the Consultant for the Work shall remain entitled to substitute a Consultant for the Work. The Sub-Contractor shall in any event provide such a substitute if the provision of the Work is unduly delayed by absence of the Consultant or for any other reason upon notification by a duly authorised representative of the Contractor that the delay occasioned is unacceptable. The Sub-Contractor shall only be entitled to refuse to accept any Consultant substituted by the Sub-Contractor) if in its reasonable opinion the Consultant is not suitably qualified due to lack of requisite skills.
- 1.3 It is understood and agreed that the terms, conditions, duties and working methods of the Principal Consultant(s) substituted by the Sub-Contractor shall be determined by the Sub-Contractor to determine, supervise, direct and control the Work. The Contractor shall not seek to supervise, direct or control the Work of the Principal Consultant or any Consultant engaged by the Sub-Contractor, nor shall the Contractor have any right to do so.
- 1.4 The Sub-Contractor shall be responsible for organising, and shall be entitled to organise and order the Work is done, but shall liaise with the Contractor to ensure that due account is taken of the impact of the Work performed upon the activities of the Contractor and any other Consultant also engaged by the Contractor.
- 1.5 The Sub-Contractor shall be responsible for ensuring the quality of the Work undertaken by the Principal Consultant, and without limitation is wholly responsible for ensuring that the Work is performed competently and with 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 responsible for any services available except for

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the performance of the Sub-Contractor create any mutual Contractor to offer continuing relations

1.8 [Subject to clause 6 Agreement is mutual Contractor and the third parties work of the Contractor can with work or service that provision of su engagement of any the Sub-Contractor

2 INDEMNITY AND LIABILITY

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

2.2 [Subject to clause Agreement shall be 2.1.]

2.3 Nothing in sub-clau shall limit the liabi misrepresentation, t injury.

3 PROVISION OF EQUIPMENT

3.1 It is understood an the provision of all t

3.2 The Sub-Contractor protective clothing Principal Consultant perform all or any p

4 STATUS OF THE SUB-CONTRACTOR

4.1 The Sub-Contractor contractor. The Su National Insurance consideration payab

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

4.3 The Sub-Contractor Added Tax.

4.4 Nothing in this Agr

s Agreement. The engagement of to carry out the Work does not t of the Contractor or the Sub- contract, engagement or work No ed or implied.

nt of the Sub-Contractor under this s to say that at any time the Sub- any Consultant can provide to any same as or similar to the Work and contractor or employee to provide it s or similar to the Work, provided ces by the Sub-Contractor or the employee does not adversely affect Work correctly on a timely basis.

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.

of the Sub-Contractor under this addition any liability under clause

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

PROVISION OF CLOTHING

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

the provision of safety equipment, accident insurance cover for the ngaged by the Sub-Contractor to

actor is that of an independent sponsible for all Income Tax and contributions in respect of the

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

ible for his expenses and Value

d to create any partnership, joint

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venture, agency or employment relationship and either the Contractor or the Consultant relationship, other than the relationship expressly provided for in this Agreement.

relationships between the Parties, or any relationship with the Principal Consultant or any Consultant or any Contractor, or any other fiduciary relationship expressly provided for in this Agreement.

5 CONSIDERATION

5.1 The agreed consideration for the Work is as follows:
[The Sub-Contractor shall provide all the Work prior to the commencement of the Work.
OR [The agreed fixed fee for the Work shall be £<< >>]

The agreed consideration for the Work is as follows:
The Parties shall agree upon a fixed price for the provision of the Work and any Value Added Tax chargeable thereon.

5.2 Payment will be made by the Contractor on receipt of an invoice from the Sub-Contractor and receipt of an invoice from the Sub-Contractor for the Value Added Tax chargeable on the Work.

Payment of the Work and receipt of an invoice from the Sub-Contractor for the price of the Work and any Value Added Tax chargeable thereon.

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

all result in the termination of this Agreement and the Sub-Contractor shall be liable for the cost of the appropriate work record sheets.

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

The payments are expressed exclusive of any Value Added Tax chargeable thereon.

5.5 No further payment shall be made above the entitlement set out in clause 5.1. No payment will be made in respect of any expenses incurred by the Sub-Contractor in connection with the Work.

The Sub-Contractor shall be liable for the Work over and above the entitlement set out in clause 5.1 and without limitation no payment shall be made in respect of any expenses incurred by the Sub-Contractor in connection with the Work.

5.6 The Contractor shall be liable to the Principal Consultant or any Consultant in respect of the Work.

The Contractor shall be liable to the Principal Consultant or any Consultant in respect of the Work.

6 NON-COMPETITION AND RESTRICTIONS

6.1 [The Sub-Contractor shall not, during the course of provision of the Work or for a period of <<insert time period>> after the termination or expiry of this Agreement, provide services to any competitor of the Contractor [within <<insert radius>>] or <<insert radius>> of <<insert radius>>] restriction entirely or on a per-client basis upon receipt of a written request from the Sub-Contractor.

6.1 The Sub-Contractor shall not, during the course of provision of the Work or for a period of <<insert time period>> after the termination or expiry of this Agreement, provide services to any competitor of the Contractor [within <<insert radius>>] or <<insert radius>> of <<insert radius>>] restriction entirely or on a per-client 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>> after the termination or expiry of this Agreement, solicit and/or employ agents and/or employees with which the Sub-Contractor has had contact within the <<insert time period>> prior to the date of termination of the Work. The Contractor has known of the <<insert name of client>> or on a per-client 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 confidential information.

6.2 The Sub-Contractor shall not, during the course of provision of the Work or for a period of <<insert time period>> after the termination or expiry of this Agreement, solicit and/or employ agents and/or employees with which the Sub-Contractor has had contact within the <<insert time period>> prior to the date of termination of the Work. The Contractor has known of the <<insert name of client>> or on a per-client 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 confidential information.

7 TERMINATION

7.1 This Agreement is terminable at any time by the Contractor or by the Sub-Contractor giving any reason for termination. Without prejudice to the generality of that provision, this Agreement shall terminate, and remedies the Parties shall be entitled to, in the following circumstances:

This Agreement is terminable at any time by the Contractor or by the Sub-Contractor giving any reason for termination. Without prejudice to the generality of that provision, this Agreement shall terminate, and remedies the Parties shall be entitled to, in the following circumstances:

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7.1.1 either Party under the Agreement and in fourteen days of the date of such failure from the other Party;

7.1.2 the Sub-Contractor or compulsory reconstruction of the whole of the Project;

7.2 The termination of the Agreement which have already terminated.

the terms and obligations of this Agreement, is not remedied with such failure from the other Party;

insolvency or liquidation either voluntary or compulsory for the purposes of bona fide corporate reconstruction, or where a receiver is appointed in respect of the Contractor;

without prejudice to any rights, remedies or claims which may arise under this Agreement.

8 DATA PROTECTION

For complete details of the collection, retention of personal data, the use of personal data is used, the rights of the Contractor and third party rights and remedies (where applicable), please refer to the Data Protection Policy available at <<insert location>> OR [attached in the Appendix]

collection, processing, storage, and use of personal data, the purpose(s) for which it is used, details of the Contractor's data protection policy and personal data sharing (where applicable) and the Privacy Notice available from <<insert location>>

9. CONFIDENTIALITY

9.1 Each Party undertakes to keep confidential and not disclose, in writing, any Confidential Information during the continuance of this Agreement and for a period of <<insert period>> years after its termination:

provided by sub-Clause 9.2 or as otherwise agreed in writing, it shall, at all times during the continuance of this Agreement and for a period of <<insert period>> years] after its termination:

9.1.1 keep confidential and not disclose, in writing, any Confidential Information;

information;

9.1.2 not disclose Confidential Information to any other party;

Confidential Information to any other party;

9.1.3 not use any Confidential Information for any purpose other than as contemplated in the Agreement;

Information for any purpose other than as contemplated in the terms of this Agreement;

9.1.4 not make any Confidential Information available in any way or part with possession of Confidential Information;

any way or part with possession of Confidential Information;

9.1.5 ensure that Confidential Information is not disclosed to any subcontractors, agents, employees or other persons who would be a party to the Agreement above.

officers, employees, agents, subcontractors, agents, employees, or other persons who would be a party to the Agreement which, if done by that Party, would be a breach of the provisions of sub-Clauses 9.1.1 to 9.1.4

9.2 Either Party may:

9.2.1 disclose any Confidential Information to:

to:

9.2.1.1 any subcontractor of that Party;

of that Party;

9.2.1.2 any authority or regulatory body;

authority or regulatory body; or

9.2.1.3 any person of that Party or of any of the subcontractors, agents, employees or other persons of that Party;

of that Party or of any of the subcontractors, agents, employees or other persons of that Party;

to such extent as is necessary for the carrying out of this Agreement (including the carrying out of the Work), or as otherwise agreed in writing, in which case that Party shall first inform the other Party in writing that the Confidential Information is confidential and that the Confidential Information is confidential and that the Confidential Information is confidential under sub-Clause 9.1.5. Such undertaking should be as nearly as possible in accordance with the provisions of this Clause 9, to keep the Confidential Information confidential and to use it only for the purposes

for the purposes contemplated by sub-Clause 9.2, limited to, the carrying out the Work, in which case that Party shall first inform the other Party in writing that the Confidential Information is confidential and that the Confidential Information is confidential under sub-Clause 9.1.5. Such undertaking should be as nearly as possible in accordance with the provisions of this Clause 9, to keep the Confidential Information confidential and to use it only for the purposes

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for which the

9.2.2 use any Confidential Information for any purpose, or disclose it to any other person, or at any time, without the prior written consent of that Party, unless such use or disclosure is in the public knowledge through no fault of that Party. The Party must not disclose Confidential Information which is not public knowledge.

any purpose, or disclose it to any other person, or at any time, without the prior written consent of that Party, unless such use or disclosure is in the public knowledge through no fault of that Party. The Party must not disclose Confidential Information which is not public knowledge.

9.3 The provisions of this Agreement shall remain in force in accordance with their terms, notwithstanding the termination of this Agreement for any reason.

The provisions of this Agreement shall remain in force in accordance with their terms, notwithstanding the termination of this Agreement for any reason.

10 FORCE MAJEURE

10.1 Neither Party shall be liable for any failure or delay in performing its obligations if such failure or delay results from any cause that is beyond the control of that Party ("Force Majeure"). Such causes include, but are not limited to, war, terrorism, industrial action, fire, flood, storms, earthquakes, acts of terrorism, acts of war, or any other similar or dissimilar event or circumstance beyond the control of the Party in question.

Neither Party shall be liable for any failure or delay in performing its obligations if such failure or delay results from any cause that is beyond the control of that Party ("Force Majeure"). Such causes include, but are not limited to, war, terrorism, industrial action, fire, flood, storms, earthquakes, acts of terrorism, acts of war, or any other similar or dissimilar event or circumstance beyond the control of the Party in question.

10.2 [In the event that a Party is unable to perform its obligations as a result of Force Majeure for a continuous period of >> days, the other Party may at its discretion terminate this 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 take into account any prior contractual commitments entered into in reliance on this Agreement.]

[In the event that a Party is unable to perform its obligations as a result of Force Majeure for a continuous period of >> days, the other Party may at its discretion terminate this 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 take into account any prior contractual commitments entered into in reliance on this Agreement.]

11 DEFINITIONS

11.1 In this Agreement, unless otherwise requires, the following expressions have the following meanings:

unless otherwise requires, the following expressions have the following meanings:

"Confidential Information"

information which is either Party, information which is confidential or otherwise confidential 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 otherwise confidential).

"Consultant"

either self-employed or employed person, (other than the Principal Consultant), who possesses suitable skill, knowledge, and experience, and is nominated and engaged by the Party to carry out the Work in substitution for the Consultant;

"Principal Consultant"

the person (other than the Party) who is the sole person responsible for the performance of person>> being the person who is the sole person responsible for the performance of the Work by the Party-Contractor to carry out the Work, subject to substitution of a Consultant;

"Party"

each of the Parties to this Agreement and "Parties" shall mean 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 interpretation of this Agreement.

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

11.3 In this Agreement, unless otherwise requires, words in the singular shall include the plural and vice versa.

In this Agreement, unless otherwise requires, words in the singular shall include the plural and vice versa.

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include the plural and
gender, and a reference
and to an unincorporated

importing any gender include any
as a reference to a body corporate

12 MISCELLANEOUS

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

agreement between the Parties and
the Parties whether written or oral
as from the date hereof and each
against the other in respect of any

12.2 This Agreement may
by the duly authorised

by an instrument in writing signed
the Parties

12.3 Any notice to be served
been duly given if served
Party giving the notice

the other shall be deemed to have
of, a duly authorised officer of the

12.3.1 when delivered
registered

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

12.3.2 when sent
or

and a return receipt is generated;

12.3.3 on the fifth
ordinary mail

by air mailing, if mailed by national

In each case notice
address notified to

the most recent address or e-mail

12.4 The Parties do not
under or by virtue of
person who is not a

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

12.5 No failure or delay
Agreement shall be
either Party of a breach
be a waiver of any

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

12.6 In the event that or
be unlawful, invalid
be deemed severed
this Agreement shall

provisions of this Agreement is found to
be void, that / those provision(s) shall
this Agreement. The remainder of
the

13 GOVERNING LAW AND JURISDICTION

13.1 This Agreement (including
therefrom or associated
accordance with, the

all legal matters and obligations arising
shall be governed by, and construed in
accordance with, the law of England and Wales.

13.2 Any dispute, controversy
this Agreement (including
therefrom or associated
of England and Wales

any claim between the Parties relating to
all legal matters and obligations arising
within the jurisdiction of the courts

This Agreement has been duly executed
<<year>>.

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

SIGNED by

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<<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 and Title of person signing
for and on behalf of <<Part 2's Name

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

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<<inserted text>>]

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