

# THIS AGREEMENT is made the <

### BETWEEN:

- (1) <<Name of Contractor>> under number <<Company [of] <<Address>> (the "Cor
- (2) <<Name of Sub-Contracto under number <<Compar <<insert Address>> (the "S

### WHEREAS:

- The Contractor is engage reasonable skill, knowledge a subcontractor who has experienced individuals to
- (2) The Principal Worker an reasonable skill, training, k and the Sub-Contractor wis
- (3) In reliance upon individual made available by the Su Contractor to provide the has agreed to accept the Agreement.

IT IS AGREED as follows:

### 1. Definitions and Interpreta

1.1 In this Agreement expressions have the

"Business Day"

"Confidential Information"

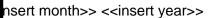
"Contractor's Client"

"Party"

"Services"

"SIA"





in <<Country of Registration>> whose registered office is at] **OR** 

ed in <<Country of Registration>> >> whose registered office is at

providing security services, has field, and requires the services of ed, trained, knowledgeable and on behalf of that subcontractor.

ble to the Sub-Contractor have ce in the field of security services s to the Contractor.

knowledge and experience being actor wishes to engage the Subed herein and the Sub-Contractor the terms and conditions of this

therwise requires, the following

r than Saturday or Sunday) on are open for their full range of hsert location>>;

ther Party, information which is by the other Party pursuant to or Agreement (whether orally or in dium, and whether or not the stated to be confidential or

of Contractor's Client>> [a <<Country of Registration>> any Registration Number>> is at] **OR** [of] <<Address>>;

his Agreement and "Parties" es to this Agreement;

vices to be provided by the Sub-Clause 2 and Schedule 1;

ustry Authority, the regulatory urity industry in the United "Term"

"Principal Worker"

### "Worker"

1.2 Unless the context of

- 1.2.1 "writing", an communicat similar mear
- 1.2.2 a statute or provision as
- 1.2.3 "this Agreen Schedules a
- 1.2.4 a Schedule
- 1.2.5 a Clause or (other than and
- 1.2.6 a "Party" or
- 1.3 The headings used no effect upon the it
- 1.4 Words imparting the
- 1.5 References to any

### 2. Engagement of the Sub-

- 2.1 The Contractor her detailed in Schedul terms and condition
- 2.2 Subject to the prov under this Agreeme the Sub-Contractor other contractors an Services and the Co to provide it with so provided that provis engagement of any the Sub-Contractor basis.
- 2.3 The Sub-Contractor but the Sub-Contra substitute any Work

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Agreement for which the Services out in Schedule 1;

of person>> being a person ector of the Sub-Contractor) -Contractor to carry out the Sub-Contractor, subject to er; and

, either self-employed or Contractor, with suitable skill, e and SIA licencing, who is ed by the Sub-Contractor to he Services in substitution for

reference in this Agreement to:

ion, includes a reference to any nic or facsimile transmission or

is a reference to that statute or at the relevant time;

this Agreement and each of the need at the relevant time;

ement;

e to a Clause of this Agreement agraph of the relevant Schedule;

parties to this Agreement.

r convenience only and shall have ement.

clude the plural and vice versa.

ther gender.

### ons of the Parties

ontractor to provide the Services ed therein, in accordance with the

ppointment of the Sub-Contractor sive that is to say that at any time er, or any Worker can provide to are the same as or similar to the y other subcontractor or employee me as or similar to the Services, ces by the Sub-Contractor or the mployee does not adversely affect re Services correctly on a timely

I Worker to carry out the Services e discretion, at its own expense, one or more occasions) to provide some or all of the training, knowledge endeavours to cor substitution in any the Contractor, the for the Principal Wo substitute Worker v absence due to illne a duly authorised re unacceptable. The Worker (whether or opinion they are no or experience.

- 2.4 It is understood and behalf of and under and working metho substituted by the Contractor to detern supervise, direct or Worker engaged in any right to do so.
- 2.5 Subject to the exp Contractor shall be organise, when, ho liaise with the Cont account is taken of performed upon the also engaged by the
- 2.6 The Sub-Contractor the Principal Worke and any Worker principal all reasonable care committed by the breaches were under
- 2.7 The Sub-Contractor work at its own expe
- 2.8 The Sub-Contracto the performance of appointment by the Sub-Contractor und create any mutual Contractor to offer of continuing relations
- 2.9 The Sub-Contracto the Principal Worke reasonable instruc provided such instr set out in Schedule
- 2.10 The Sub-Contracto Worker and any W byelaws, standards provision of the Ser





he Worker has the requisite skill, b-Contractor shall use reasonable for beforehand about any such the Sub-Contractor does consult ain entitled to substitute a Worker r shall in any event provide such a he Services is unduly delayed by r other reason upon notification by ractor that the delay occasioned is e entitled to refuse to accept any ub-Contractor) if in its reasonable equisite skills, training, knowledge

al Worker and any Worker act on -Contractor and that the activities rker and those of any Worker(s) all times exclusively for the Sub-The Contractor shall not seek to tor or the Principal Worker or any rices nor shall the Contractor have

he Contractor's Client, the Sube for organising, and entitled to services are provided, but shall representative to ensure that due the impact of the Services to be tor and any other sub-contractors

uality of the Services provided by insuring that the Principal Worker es does so competently and with ctions or breaches undertaken or y Worker as if such actions or the Sub-Contractor.

rectification of any unsatisfactory

any services available except for his Agreement. The grant of the eptance of the appointment by the carry out the Services does not t of the Contractor or the Subtract, appointment or services. No ed or implied.

ndeavours to act, and ensure that ed by it act, in accordance with all b-Contractor by the Contractor with the scope of the Services as

ensuring that it, and the Principal mply with all statutes, regulations, any other rules relevant to the

- 2.11 The Contractor sha appropriate, use rea the Sub-Contractor Services and shall completeness of su
- 2.12 The Contractor an from time to time, relation to the Service scope of the Service
- 2.13 In the event that th or any other form Client in order to o Contractor shall endeavours to provi
- 2.14 The Contractor sha appropriate, reason and safety rules a premises.

### 3. SIA Licensing

- 3.1 The Sub-Contracto the Sub-Contractor suitably qualified, tr such licensing as So
- 3.2 The Sub-Contracto Worker engaged by suitably qualified, t same as Schedule 2
- 3.3 The Sub-Contractor or the Principal Wo sub-Clauses 3.1 or
- 3.4 The Sub-Contractor licences as describ unable to render the this Agreement by t

### 4. Indemnity and Insurance

- 4.1 The Contractor sha by it to the Contract indemnity of £<<ins cover the Sub-Cont evidenced in the po Sub-Contractor mu (with like terms a occurrence) which any Worker.]
- 4.2 [To the extent that not covered by the the Sub-Contractor against any costs, I any injury or dam damage arises out

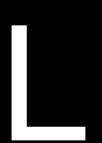
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S











the Contractor's Client shall, as provide all pertinent information to Sub-Contractor's provision of the ours to ensure the accuracy and

ent through the Contractor may, uctions to the Sub-Contractor in ons must be compatible with the 1.

es the decision, approval, consent munication from the Contractor's ervices (or any part thereof), the actor's Client uses reasonable able and timely manner.

at the Contractor's Client uses, as m the Sub-Contractor of all health pply at the Contractor's Client's

ny person (including a director of pervises any of the Services is o do so [and attaches evidence of

at the Principal Worker and any es under Clause 2 shall [also] be d [and attaches evidence of the

e Contractor of any changes to its A licensing status as described in

that loss of any relevant SIA shall render the Sub-Contractor ult in the immediate termination of

on to the Services to be provided insurance with a minimum limit of occurrence. [Such insurance shall ker and any Worker to the extent ttached as Schedule 3.] **OR** [The tion to the Services, a like policy limit of indemnity in any one tractor, the Principal Worker and

Principal Worker or any Worker is described under sub-Clause 4.1, d shall indemnify the Contractor laims or proceedings in respect of r property where such injury or by reason of the performance of the Services; provid or omission or defa person for whom the

#### 5. **Provision of Equipment**

- The Contractor s 5.1 equipment:
  - 5.1.1 <<insert equ
  - 5.1.2 <<insert equ

5.1.3 <<and furtherapy

### AND / OR

- 5.2 The Sub-Contract equipment which sh
  - <<insert equ 5.2.1
  - 5.2.2 <<insert equ
  - 5.2.3 <<a href="https://www.searcharter.com"></a>

#### 6. Status of the Sub-Contra

- 6.1 The Sub-Contracto contractor. The S contributions (includ where applicable) Contractor under or
- 6.2 The Sub-Contractd claims that may be respect of any s penalties, relating to
- 6.3 The Sub-Contracto applicable, Value A

#### 7. Payment

- The Contractor sha 7.1 in consideration of t
  - 7.1.1 [The Contra percentage> Contractor's

OR

The Contra <<insert per Sub-Contrad

- 7.1.2 Payment will receipt of ar the Services
- 7.1.3 Claims for p
- 7.2 All payments requir shall be made with

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gligence, breach of statutory duty, , its servants or agents, or of any bnsible.1

the provision of the following

e for the provision of its own

# Þ>.]

Þ>.]

ractor is that of an independent responsible for all taxes and come tax and national insurance. hts paid or payable to the Subht.

he Contractor in respect of any thorities against the Contractor in ributions, including interest and v the Sub-Contractor hereunder.

ible for its expenses and, where

r in accordance with the following

ntractor a sum equal to <<insert paid to the Contractor by the ced in Schedule 1.]

Contractor £<<insert sum>> per k, calendar month etc.>> that the **6.1** 

a completion of the Services and ontractor for the sum payable for ax chargeable thereon.

invoice.

t.

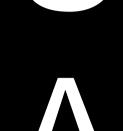
to this Agreement by either Party he date of the relevant invoice in











<<insert type of of location>> as the ot

- 7.3 All payments made Value Added Tax cl
- 7.4 Where any paymen day on which is no Business Day.
- 7.5 If either Party fails t other pursuant to t that amount shall be both before and af over <<insert bank
- 7.6 No further payment and above the entit payment will be m incurred by the Sub
- 7.7 The Contractor sha Worker in respect o

### 8. Non-Competition and No

- 8.1 [The Sub-Contractor or for a period of <- this Agreement, pr [within <<insert rad this restriction entir request from the Sub-Contractor of the sub
- 8.2 [The Sub-Contractor or for a period of <this Agreement, sol clients) and/or emp during the <<insert any other clients of may waive this resbasis upon receipt may be given if it a and the client in que

### 9. Confidentiality

- 9.1 Each Party underta authorised in writin continuance of this termination:
  - 9.1.1 keep confide
  - 9.1.2 not disclose
  - 9.1.3 not use any contemplate but not limite
  - 9.1.4 not make ar any Confide













unds to such bank in <<insert to time nominate.

are expressed exclusive of any

ment is required to be made on a be made on the next following

hy amount which is payable to the hout prejudice to sub-Clause 7.4, date until payment is made in full, nsert percentage>>% per annum ate from time to time.

b-Contractor for the Services over Clause 7 and without limitation no ctor in respect of any expenses the Services.

nt to the Principal Worker or any

ourse of provision of the Services owing the termination or expiry of any competitor of the Contractor n>>]. [The Contractor may waive or basis upon receipt of a written

ourse of provision of the Services owing the termination or expiry of it (or any other of the Contractor's Sub-Contractor has had dealings he date of termination or expiry or or has knowledge. [The Contractor per-client and/or per-staff-member m the Sub-Contractor. No waiver greement between the Contractor f the client's details.]]

ovided by sub-Clause 9.2 or as it shall, at all times during the <insert period>> years] after its

rmation;

tion to any other party;

n for any purpose other than as erms of this Agreement (including, Services);

ny way or part with possession of

- 9.1.5 ensure that contractors of be a breach
- 9.2 Either Party may:
  - disclose any 9.2.1 9.2.1.1 any s

9.2.1.3 any

to such exte this Agreem Services), or first informi Confidential disclosure is above or ar submitting to question, as the Confide purposes for

- 9.2.2 use any Cor other persor or at any tin fault of that disclose any knowledge.
- 9.3 The provisions of th terms, notwithstand

#### 10 **Data Protection**

For complete details of t retention of personal data personal data is used, the rights and how to exercise please refer to the Sub-Co OR [attached in Schedule -

#### 11 **Term and Termination**

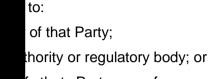
- 11.1 This Agreement sh in force for the Ter with this Clause 11.
- 11.2 This Agreement is Contractor or by the giving any reason for
- 11.3 Without prejudice terminate, notwiths have, in the followin

11.3.1 either Pa Agreeme

9.2.1.2 any c afore







that Party or of any of the es or bodies;

fficers, employees, agents, sub-

which, if done by that Party, would

Clauses 9.1.1 to 9.1.4 above.

for the purposes contemplated by limited to, the provision of the in each case subject to that Party or body in question that the ential and (except where the mentioned in sub-Clause 9.2.1.2 of any such body) obtaining and n undertaking from the person in the terms of this Clause 9, to keep ntial and to use it only for the nade: and

any purpose, or disclose it to any it is at the date of this Agreement, hes, public knowledge through no n doing so that Party does not al Information which is not public

e in force in accordance with their Agreement for any reason.

ection, processing, storage, and ted to, the purpose(s) for which using it, details of the Contractor's data sharing (where applicable), available from <<insert location>>

<insert date>> and shall continue or until terminated in accordance

and with immediate effect by the g the other written notice, without

use 11.2, this Agreement shall and remedies the Parties may

the terms and obligations of this pable of remedy, is not remedied



within fou Party;

- 11.3.2 the Subvoluntary corporate appointed
- 11.4 Upon the terminatio
  - 11.4.1 Any sum provisions payable;
  - 11.4.2 Any rights or be sul effect;
  - 11.4.3 Terminati other rem event givi other rem this Agree
- 11.5 Subject to any ex except in respect further obligation to
- 11.6 Each Party shall (e cease to use, eithe shall immediately re control which contai

# 12 Force Majeure

- 12.1 Neither Party to the performing its oblig that is beyond the causes include, but failure, industrial ac terrorism, acts of w event or circumstar
- 12.2 [In the event that a hereunder as a resperiod>>, the other written notice at the Parties shall agree up to the date of te contractual commit Agreement.]

# 13 Entire Agreement

- 13.1 This Agreement co and the Contractor agreement betwee agreements are o acknowledge they h agreement.
- 13.2 This Agreement ma

any of the Parties may be entitled

rejudice any right to damages or g Party may have in respect of the n or any other right to damages or y have in respect of any breach of before the date of termination;

tice of such failure from the other

bankruptcy or liquidation either

for the purposes of bona fide

algamation) or if a receiver is

to the other under any of the

all become immediately due and

br any part of its assets.

ny reason:

contrary in this Agreement and neither Party shall be under any

erred to in Clause 9) immediately any Confidential Information, and ny documents in its possession or tial Information.

liable for any failure or delay in e or delay results from any cause nat Party ("Force Majeure"). Such r failure, Internet Service Provider bod, storms, earthquakes, acts of or any other similar or dissimilar ntrol of the Party in question.

ent cannot perform its obligations r a continuous period of <<insert tion terminate this Agreement by he event of such termination, the le payment for all work completed it shall take into account any prior liance on the performance of this

nent between the Sub-Contractor t matter and supersedes any prior written or oral and such prior date hereof and both Parties e other in respect of any previous

by an instrument in writing signed

by the duly authoris

13.3 Each Party acknow on any representa provided in this A implied by statute o by law.

### 14 Assignment and Sub-Cor

- 14.1 [Subject to sub-Cla Neither Party may charge) or sub-lice sub-contract or othe written consent of withheld.
- 14.2 The Sub-Contractor undertaken by it the Any act or omission Agreement, be deer

### 15 Relationship of the Part

Nothing in this Agreemer partnership, joint venture Parties, or any employme on the one hand, and, Contractor], or any ot relationship expressly pro

### 16 Third Party Rights

- 16.1 No one other than assignees, shall have Contracts (Rights of Contracts)
- 16.2 Subject to this Clau transferee, success

### 17 Notices

- 17.1 All notices under th if signed by, or on notice.
- 17.2 Notices shall be dee
  - 17.2.1 when delive registered m
  - 17.2.2 when sent, it
  - 17.2.3 on the fifth ordinary mai

In each case notice address number no

### 18 Severance

The Parties agree that, Agreement is found to be provision(s) shall be dee remainder of this Agreem

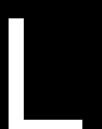
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### Parties

to this Agreement, it does not rely r provision except as expressly itions, warranties or other terms ded to the fullest extent permitted

eement is personal to the Parties. arge (otherwise than by floating te any of its rights hereunder, or obligations hereunder without the consent not to be unreasonably

perform any of the obligations lified and skilled sub-contractors. or shall, for the purposes of this sion of the Sub-Contractor.

med to constitute or give rise to a yment relationships between the the Principal Worker or a Worker her] the Contractor [or the Subip, other than the contractual ent.

nt, its transferees, successors or ny of its terms and accordingly the shall not apply to this Agreement.

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

writing and be deemed duly given sed officer of the Party giving the

### given:

t.

ier or other messenger (including ss hours of the recipient; or

d a return receipt is generated; or

g mailing, if mailed by national

the most recent address or e-mail

br more of the provisions of this erwise unenforceable, that / those emainder of this Agreement. The orceable.

### 19 No Waiver

No failure or delay by Agreement shall be deer Party of a breach of any p of any subsequent breach

### 20 Law and Jurisdiction

- 20.1 This Agreement (in therefrom or assoc accordance with, th
- 20.2 Any dispute, contro this Agreement (inc therefrom or associ of England and Wal

# **IN WITNESS WHEREOF** this Ag before written

### SIGNED by

<<Name and Title of person signir for and on behalf of <<Contractor's

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

### SIGNED by

<<Name and Title of person signir Director for and on behalf of <<Sub-Contra

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

t.

ing any of its rights under this nat right, and no waiver by either nt shall be deemed to be a waiver r provision.

ual matters and obligations arising e governed by, and construed in ales.

im between the Parties relating to al matters and obligations arising within the jurisdiction of the courts

executed the day and year first

The Services <<Insert full details of the Services relevant, details of times, locations,

Term (duration) <<Insert duration of Term (see clau)</pre>

t.

-Contractor including, where

SIA Licensing <<Insert evidence of SIA Licences



Insurance <<Attach any relevant insurance p



