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SECURITY SUB-C (NY) AGREEMENT

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THIS AGREEMENT is made the <<insert month>> <<insert year>>
BETWEEN:

- (1) <<Name of Contractor>>
under number <<Company
[of] <<Address>> (the “Con
- (2) <<Name of Sub-Contractor>>
under number <<Company
<<insert Address>> (the “S

WHEREAS:

- (1) The Contractor is engaged in providing security services, has reasonable skill, knowledge in the field, and requires the services of a subcontractor who has been employed, trained, knowledgeable and experienced individuals to perform such services on behalf of that subcontractor.
- (2) The Principal Worker and Sub-Contractor have reasonable skill, training, knowledge in the field of security services and the Sub-Contractor wishes to provide such services to the Contractor.
- (3) In reliance upon individual knowledge and experience being made available by the Sub-Contractor wishes to engage the Sub-Contractor to provide the services set out herein and the Sub-Contractor has agreed to accept 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 following meanings:
 - “**Business Day**” means any day other than Saturday or Sunday) on which the offices of the Contractor are open for their full range of services at <<insert location>>;
 - “**Confidential Information**” means information which is disclosed to the other Party, information which is received by the other Party pursuant to or in connection with this Agreement (whether orally or in writing, in any medium, and whether or not the information is specifically stated to be confidential or otherwise);
 - “**Contractor’s Client**” means <<Name of Contractor's Client>> [a company registered in <<Country of Registration>> with Company Registration Number <<insert Company Registration Number>> whose registered office is at] **OR** [of] <<Address>>;
 - “**Party**” means the Contractor, the other Party and “Parties” means the Contractor and the other Party; and
 - “**Services**” means the services to be provided by the Sub-Contractor as set out in Clause 2 and Schedule 1;
 - “**SIA**” means the Security Industry Authority, the regulatory authority for the security industry in the United Kingdom.

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“Term”

Agreement for which the Services are set out in Schedule 1;

“Principal Worker”

of person>> being a person (the Principal Worker) appointed by the Sub-Contractor to carry out the Services, subject to the terms of the Agreement; and

“Worker”

, either self-employed or an independent Contractor, with suitable skill, experience and SIA licencing, who is engaged by the Sub-Contractor to carry out the Services in substitution for the Principal Worker;

1.2 Unless the context otherwise requires,

any reference in this Agreement to:

1.2.1 “writing”, and any reference to a document, includes a reference to any electronic or facsimile transmission or other similar means of communication;

the relevant Schedule, includes a reference to that statute or provision as in force at the relevant time;

1.2.2 a statute or provision as mentioned in 1.2.1;

the relevant Schedule, is a reference to that statute or provision as in force at the relevant time;

1.2.3 “this Agreement” and “Schedules” means this Agreement and each of the Schedules as amended or substituted at the relevant time;

the relevant Schedule; and

1.2.4 a Schedule means a Schedule as amended or substituted at the relevant time;

reference to a Clause of this Agreement means a reference to a Clause of this Agreement as amended or substituted at the relevant time;

1.2.5 a Clause or Paragraph means a Clause or Paragraph of the relevant Schedule; and

reference to a Clause of this Agreement means a reference to a Clause of this Agreement as amended or substituted at the relevant time;

1.2.6 a “Party” or “Parties” means the Contractor and the Sub-Contractor;

reference to a Clause of this Agreement means a reference to a Clause of this Agreement as amended or substituted at the relevant time;

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

reference to a Clause of this Agreement means a reference to a Clause of this Agreement as amended or substituted at the relevant time;

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

reference to a Clause of this Agreement means a reference to a Clause of this Agreement as amended or substituted at the relevant time;

1.5 References to any gender shall include the other gender.

reference to a Clause of this Agreement means a reference to a Clause of this Agreement as amended or substituted at the relevant time;

2. Engagement of the Sub-Contractor

Engagement of the Parties

2.1 The Contractor hereby engages the Sub-Contractor to provide the Services set out in Schedule 1, in accordance with the terms and conditions of the Agreement.

reference to a Clause of this Agreement means a reference to a Clause of this Agreement as amended or substituted at the relevant time;

2.2 Subject to the provisions of this Agreement, the Sub-Contractor shall be entitled to appoint other contractors to provide the Services and the Contractor shall be obliged to provide it with such assistance as may be required provided that provision of such assistance shall not constitute an engagement of any other person. The Sub-Contractor shall be entitled to engage other workers on a temporary basis.

reference to a Clause of this Agreement means a reference to a Clause of this Agreement as amended or substituted at the relevant time;

2.3 The Sub-Contractor shall be entitled to engage other workers to carry out the Services but the Sub-Contractor shall not be obliged to substitute any Worker.

reference to a Clause of this Agreement means a reference to a Clause of this Agreement as amended or substituted at the relevant time;

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some or all of the training, knowledge and experience, the Sub-Contractor shall use reasonable endeavours to control the substitution in any event. If the Contractor, the Principal Worker or the Sub-Contractor substitute a Worker who is absent due to illness or injury, the Contractor shall ensure that a duly authorised replacement Worker is provided who is not of an unacceptable standard. The Contractor and the Sub-Contractor shall in any event provide such a replacement Worker if the Services is unduly delayed by illness or injury of any other reason upon notification by the Contractor that the delay occasioned is unacceptable. The Contractor and the Sub-Contractor shall be entitled to refuse to accept any Worker (whether or not a Worker of the Sub-Contractor) if in its reasonable opinion they are not of an acceptable standard of requisite skills, training, knowledge or experience.

the Worker has the requisite skill, training, knowledge and experience, the Sub-Contractor shall use reasonable endeavours to control the substitution in any event. If the Contractor, the Principal Worker or the Sub-Contractor substitute a Worker who is absent due to illness or injury, the Contractor shall ensure that a duly authorised replacement Worker is provided who is not of an unacceptable standard. The Contractor and the Sub-Contractor shall in any event provide such a replacement Worker if the Services is unduly delayed by illness or injury of any other reason upon notification by the Contractor that the delay occasioned is unacceptable. The Contractor and the Sub-Contractor shall be entitled to refuse to accept any Worker (whether or not a Worker of the Sub-Contractor) if in its reasonable opinion they are not of an acceptable standard of requisite skills, training, knowledge or experience.

2.4 It is understood and agreed that the Contractor shall act on behalf of and under the direction of the Principal Worker and working methods shall be those of the Principal Worker and those of any Worker(s) substituted by the Contractor to determine the manner in which the Contractor shall supervise, direct or control any Worker engaged in the Services nor shall the Contractor have any right to do so.

the Contractor shall act on behalf of and under the direction of the Principal Worker and any Worker act on behalf of and under the direction of the Principal Worker and those of any Worker(s) substituted by the Contractor to determine the manner in which the Contractor shall supervise, direct or control any Worker engaged in the Services nor shall the Contractor have any right to do so.

2.5 Subject to the express terms of this Agreement, the Contractor shall be responsible for organising, when, how and where the Services are provided, but shall liaise with the Contractor to ensure that due account is taken of the impact of the Services to be performed upon the Contractor and any other sub-contractors also engaged by the Contractor.

the Contractor's Client, the Sub-Contractor shall be responsible for organising, when, how and where the Services are provided, but shall liaise with the Contractor to ensure that due account is taken of the impact of the Services to be performed upon the Contractor and any other sub-contractors also engaged by the Contractor.

2.6 The Sub-Contractor shall ensure that the Principal Worker and any Worker provide all reasonable care and attention to ensure that no breaches were undertaken by the Contractor or the Sub-Contractor.

the quality of the Services provided by the Contractor and any Worker shall be such as to ensure that the Principal Worker and any Worker does so competently and with care and attention to ensure that no breaches were undertaken or committed by any Worker as if such actions or omissions were undertaken by the Sub-Contractor.

2.7 The Sub-Contractor shall be responsible for the rectification of any unsatisfactory work at its own expense.

the Contractor shall be responsible for the rectification of any unsatisfactory work at its own expense.

2.8 The Sub-Contractor shall not be responsible for the performance of the Services under this Agreement by the Contractor or the Sub-Contractor and shall not create any mutual obligations between the Contractor and the Sub-Contractor to offer or accept continuing relations.

the Contractor shall not be responsible for any services available except for those provided under this Agreement. The grant of the Services under this Agreement by the Contractor or the Sub-Contractor to carry out the Services does not create any mutual obligations between the Contractor or the Sub-Contractor, appointment or services. No such obligations shall be created or implied.

2.9 The Sub-Contractor shall ensure that the Principal Worker and any Worker shall comply with all reasonable instructions provided such instructions are set out in Schedule 1.

the Sub-Contractor shall ensure that the Principal Worker and any Worker shall comply with all reasonable instructions provided such instructions are set out in Schedule 1.

2.10 The Sub-Contractor shall ensure that the Principal Worker and any Worker shall comply with all byelaws, standards and regulations and shall ensure that it, and the Principal Worker, comply with all statutes, regulations, and any other rules relevant to the provision of the Services.

the Sub-Contractor shall ensure that it, and the Principal Worker, shall comply with all statutes, regulations, and any other rules relevant to the provision of the Services.

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2.11 The Contractor shall, as appropriate, use reasonable endeavours to ensure that the Sub-Contractor's Services and shall ensure the completeness of such

2.12 The Contractor and the Sub-Contractor shall, from time to time, in relation to the Services, ensure that the scope of the Services

2.13 In the event that the Contractor or any other form of communication from the Contractor's Client in order to do so, the Contractor shall endeavour to provide such information in a clear and timely manner.

2.14 The Contractor shall, as appropriate, reasonable endeavours to ensure that health and safety rules apply at the Contractor's Client's premises.

3. SIA Licensing

3.1 The Sub-Contractor shall ensure that the Sub-Contractor is suitably qualified, trained and licensed, to the extent such licensing as Schedule 2.

3.2 The Sub-Contractor shall ensure that the Principal Worker engaged by the Sub-Contractor is suitably qualified, trained and licensed, to the extent same as Schedule 2.

3.3 The Sub-Contractor shall ensure that the Principal Worker or the Principal Worker shall ensure compliance with sub-Clauses 3.1 or 3.2.

3.4 The Sub-Contractor shall ensure that the Sub-Contractor's licences as described in Schedule 2 shall, if unable to render the Sub-Contractor unable to render the Sub-Contractor unable to render this Agreement by the Sub-Contractor.

4. Indemnity and Insurance

4.1 The Contractor shall be liable to the Contractor for any loss or damage by it to the Contractor in respect of the Services, up to an indemnity of £<<insured amount>>. Such indemnity shall cover the Sub-Contractor and any Worker to the extent evidenced in the policy attached as Schedule 3. The Sub-Contractor must ensure that such insurance (with like terms and conditions) shall cover any occurrence which shall result in any Worker.]

4.2 [To the extent that such loss or damage is not covered by the Contractor's insurance, the Sub-Contractor shall indemnify the Contractor against any costs, including any injury or damage, which may arise out of the performance of the Services.

the Contractor's Client shall, as appropriate, use reasonable endeavours to ensure that the Sub-Contractor's Services and shall ensure the completeness of such

sent through the Contractor may, from time to time, in relation to the Services, ensure that the scope of the Services

es the decision, approval, consent or any other form of communication from the Contractor's Client in order to do so, the Contractor shall endeavour to provide such information in a clear and timely manner.

at the Contractor's Client uses, as appropriate, reasonable endeavours to ensure that health and safety rules apply at the Contractor's Client's premises.

ny person (including a director of the Sub-Contractor) who supervises any of the Services is suitably qualified, trained and licensed, to the extent such licensing as Schedule 2. The Sub-Contractor shall ensure that the Sub-Contractor is suitably qualified, trained and licensed, to the extent such licensing as Schedule 2.

at the Principal Worker and any Worker engaged by the Sub-Contractor is suitably qualified, trained and licensed, to the extent same as Schedule 2.

he Contractor of any changes to its SIA licensing status as described in sub-Clauses 3.1 or 3.2.

s that loss of any relevant SIA licence shall render the Sub-Contractor unable to render the Sub-Contractor unable to render this Agreement by the Sub-Contractor.

on to the Services to be provided by the Contractor shall be covered by the Contractor's insurance with a minimum limit of indemnity of £<<insured amount>>. [Such insurance shall cover the Principal Worker and any Worker to the extent evidenced in the policy attached as Schedule 3.] OR [The Sub-Contractor must ensure that such insurance (with like terms and conditions) shall cover any occurrence which shall result in any Worker.]

Principal Worker or any Worker is not covered by the Contractor's insurance, the Sub-Contractor shall indemnify the Contractor against any costs, including any injury or damage, which may arise out of the performance of the Services.

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the Services; provided that the Contractor shall be liable for any negligence, breach of statutory duty, or omission or default, or for the acts, omissions or negligence, breach of statutory duty, or omission or default of its servants or agents, or of any person for whom the Contractor is responsible, in so far as the same may be attributable to the Contractor, in the performance of the Services.

negligence, breach of statutory duty, or omission or default of its servants or agents, or of any person for whom the Contractor is responsible, in so far as the same may be attributable to the Contractor, in the performance of the Services.

5. Provision of Equipment

5.1 [The Contractor shall be responsible for the provision of the following equipment:

for the provision of the following

5.1.1 <<insert equipment>>

5.1.2 <<insert equipment>>

5.1.3 <<and further equipment>>.]

>>.]

AND / OR

5.2 [The Sub-Contractor shall be responsible for the provision of its own equipment which shall be specified as follows:

for the provision of its own

5.2.1 <<insert equipment>>

5.2.2 <<insert equipment>>

5.2.3 <<and further equipment>>.]

>>.]

6. Status of the Sub-Contractor

6.1 The Sub-Contractor shall be an independent contractor. The Sub-Contractor shall be responsible for all taxes and contributions (including social security contributions where applicable) payable by the Sub-Contractor under or in accordance with the law of the country in which the Services are performed.

contractor is that of an independent contractor responsible for all taxes and contributions (including social security contributions where applicable) payable by the Sub-Contractor under or in accordance with the law of the country in which the Services are performed.

6.2 The Sub-Contractor shall be responsible for the Contractor in respect of any claims that may be brought against the Contractor in respect of any such taxes and contributions, including interest and penalties, relating to the Services performed by the Sub-Contractor hereunder.

the Contractor in respect of any claims that may be brought against the Contractor in respect of any such taxes and contributions, including interest and penalties, relating to the Services performed by the Sub-Contractor hereunder.

6.3 The Sub-Contractor shall be responsible for its expenses and, where applicable, Value Added Tax payable by the Sub-Contractor in connection with the performance of the Services.

responsible for its expenses and, where applicable, Value Added Tax payable by the Sub-Contractor in connection with the performance of the Services.

7. Payment

7.1 The Contractor shall pay the Sub-Contractor in accordance with the following terms in consideration of the Services performed by the Sub-Contractor:

in accordance with the following

7.1.1 [The Contractor shall pay the Sub-Contractor a sum equal to <<insert percentage>> of the net sum payable to the Contractor by the Sub-Contractor as shown in Schedule 1.]

contractor a sum equal to <<insert percentage>> of the net sum payable to the Contractor by the Sub-Contractor as shown in Schedule 1.]

OR

[The Contractor shall pay the Sub-Contractor £<<insert sum>> per <<insert period, e.g. week, calendar month etc.>> that the Sub-Contractor shall be responsible for the Contractor's tax liability in respect of the Services performed by the Sub-Contractor hereunder.]

Contractor £<<insert sum>> per <<insert period, e.g. week, calendar month etc.>> that the Sub-Contractor shall be responsible for the Contractor's tax liability in respect of the Services performed by the Sub-Contractor hereunder.]

7.1.2 Payment will be made to the Sub-Contractor on completion of the Services and receipt of an invoice from the Sub-Contractor for the sum payable for the Services performed by the Sub-Contractor hereunder, less any tax chargeable thereon.

ing completion of the Services and receipt of an invoice from the Sub-Contractor for the sum payable for the Services performed by the Sub-Contractor hereunder, less any tax chargeable thereon.

7.1.3 Claims for payment shall be made by the Sub-Contractor on invoice.

invoice.

7.2 All payments required by the Sub-Contractor under this Agreement shall be made within the date of the relevant invoice in accordance with the terms of the Agreement.

to this Agreement by either Party within the date of the relevant invoice in accordance with the terms of the Agreement.

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

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

7.3 All payments made
Value Added Tax ch

are expressed exclusive of any

7.4 Where any payment
day on which is no
Business Day.

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

7.5 If either Party fails t
other pursuant to t
that amount shall be
both before and af
over <<insert bank

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

7.6 No further payment
and above the entit
payment will be m
incurred by the Sub

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

7.7 The Contractor sha
Worker in respect o

nt to the Principal Worker or any

8. **Non-Competition and No**

8.1 [The Sub-Contracto
or for a period of <
this Agreement, pr
[within <<insert rad
this restriction entir
request from the Su

course of provision of the Services
following the termination or expiry of
any competitor of the Contractor
<<insert n>>]. [The Contractor may waive
or basis upon receipt of a written

8.2 [The Sub-Contracto
or for a period of <
this Agreement, sol
clients) and/or emp
during the <<insert
any other clients of
may waive this res
basis upon receipt
may be given if it s
and the client in que

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

9. **Confidentiality**

9.1 Each Party undert
authorised in writin
continuance of this
termination:

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

9.1.1 keep confide

rmation;

9.1.2 not disclose

tion to any other party;

9.1.3 not use any
contemplate
but not limite

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

9.1.4 not make ar
any Confide

ny way or part with possession of

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9.1.5 ensure that contractors do not disclose Confidential Information which, if done by that Party, would be a breach of Clauses 9.1.1 to 9.1.4 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 9.1.1 to 9.1.4 above.

9.2 Either Party may:

to:

9.2.1 disclose any Confidential Information:

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

9.2.1.1 any such Confidential Information to any authority or regulatory body; or

to any authority or regulatory body; or

9.2.1.2 any such Confidential Information to any officer, employee, agent, sub-contractor, or other person acting on behalf of that Party or of any of the bodies or bodies;

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

9.2.1.3 any such Confidential Information to such extent as is necessary for the purposes contemplated by this Agreement (including the provision of the Services), or for the purposes of any first information notice issued under the Confidential Information Act 2008, if such disclosure is necessary for the purposes above or any other purpose, and in submitting to such authority or regulatory body, or to such officer, employee, agent, sub-contractor, or other person acting on behalf of that Party or of any of the bodies or bodies, the Confidential Information, the Contractor shall undertake from the person in question, as a condition of the disclosure of the Confidential Information, to keep the Confidential Information confidential and to use it only for the purposes for which it is disclosed; and

to such extent as is necessary for the purposes contemplated by this Agreement (including the provision of the Services), or for the purposes of any first information notice issued under the Confidential Information Act 2008, if such disclosure is necessary for the purposes above or any other purpose, and in submitting to such authority or regulatory body, or to such officer, employee, agent, sub-contractor, or other person acting on behalf of that Party or of any of the bodies or bodies, the Confidential Information, the Contractor shall undertake from the person in question, as a condition of the disclosure of the Confidential Information, to keep the Confidential Information confidential and to use it only for the purposes for which it is disclosed; and

9.2.2 use any Confidential Information for any purpose, or disclose it to any other person acting on behalf of that Party or at any time, if such use or disclosure is in the public interest, or is in the public knowledge through no fault of that Party, or if such use or disclosure does not disclose any Confidential Information which is not public knowledge.

for any purpose, or disclose it to any other person acting on behalf of that Party or at any time, if such use or disclosure is in the public interest, or is in the public knowledge through no fault of that Party, or if such use or disclosure does not disclose any Confidential Information which is not public knowledge.

9.3 The provisions of this Clause shall be in force in accordance with their terms, notwithstanding anything to the contrary in this Agreement for any reason.

The provisions of this Clause shall be in force in accordance with their terms, notwithstanding anything to the contrary in this Agreement for any reason.

10 Data Protection

For complete details of the Contractor's policy on the collection, retention of personal data, the use of personal data is used, the Contractor's rights and how to exercise them, please refer to the Sub-Clause 10.1 or [attached in Schedule 4]

For complete details of the Contractor's policy on the collection, retention of personal data, the use of personal data is used, the Contractor's rights and how to exercise them, please refer to the Sub-Clause 10.1 or [attached in Schedule 4]

11 Term and Termination

11.1 This Agreement shall be in force for the Term specified in Clause 11.1, or until terminated in accordance with this Clause 11.1.

This Agreement shall be in force for the Term specified in Clause 11.1, or until terminated in accordance with this Clause 11.1.

11.2 This Agreement is subject to termination by the Contractor or by the Client, or by the other written notice, without prejudice to the provisions of Clause 11.2, this Agreement shall terminate, notwithstanding anything to the contrary, in the following circumstances:

This Agreement is subject to termination by the Contractor or by the Client, or by the other written notice, without prejudice to the provisions of Clause 11.2, this Agreement shall terminate, notwithstanding anything to the contrary, in the following circumstances:

11.3 Without prejudice to the provisions of Clause 11.2, this Agreement shall terminate, notwithstanding anything to the contrary, in the following circumstances:

Without prejudice to the provisions of Clause 11.2, this Agreement shall terminate, notwithstanding anything to the contrary, in the following circumstances:

11.3.1 either Party has failed to comply with the terms and obligations of this Agreement, and such failure is not remedied within the period specified in Clause 11.3.1.

either Party has failed to comply with the terms and obligations of this Agreement, and such failure is not remedied within the period specified in Clause 11.3.1.

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- within four days of the date of such failure from the other Party;
- 11.3.2 the Sub-Contractor shall be deemed to have accepted the bankruptcy or liquidation either voluntarily or by operation of law (including by way of a merger or amalgamation) or if a receiver is appointed for any part of its assets.
- 11.4 Upon the termination of this Agreement for any reason:
 - 11.4.1 Any sums payable by the Contractor to the other under any of the provisions of this Agreement shall become immediately due and payable;
 - 11.4.2 Any rights or obligations of either Party shall remain in full force and effect;
 - 11.4.3 Termination of this Agreement shall not prejudice any right to damages or other remedies which either Party may have in respect of the termination or any other right to damages or other remedies which either Party may have in respect of any breach of this Agreement occurring before the date of termination;
- 11.5 Subject to any express provisions to the contrary in this Agreement and except in respect of any obligations which either Party shall be under any further obligation to the other, neither Party shall be under any obligation to the other.
- 11.6 Each Party shall (except in respect of any obligations referred to in Clause 9) immediately cease to use, either directly or indirectly, any Confidential Information, and shall immediately remove from its possession or control which contains any Confidential Information.

12 Force Majeure

- 12.1 Neither Party shall be liable for any failure or delay in performing its obligations under this Agreement 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, acts of God, failure, industrial action, strikes, epidemics, pestilence, floods, storms, earthquakes, acts of God or any other similar or dissimilar event or circumstances beyond the control of the Party in question.
- 12.2 [In the event that a Party cannot perform its obligations hereunder as a result of Force Majeure for a continuous period of <<insert period>>, the other Party shall be entitled to terminate this Agreement by written notice at the option of the other Party. In the event of such termination, the Parties shall agree to a final payment for all work completed up to the date of termination. Such payment shall take into account any prior contractual commitments and shall be subject to the performance of this Agreement.]

13 Entire Agreement

- 13.1 This Agreement constitutes the entire agreement between the Sub-Contractor and the Contractor and supersedes any prior agreement between them. Both Parties acknowledge they have read and understand the terms of this agreement.
- 13.2 This Agreement may be amended or modified only by an instrument in writing signed by both Parties.

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by the duly authoris

Parties

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

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

14 Assignment and Sub-Contract

14.1 [Subject to sub-Clau
Neither Party may
charge) or sub-lice
sub-contract or othe
written consent of
withheld.

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

14.2 The Sub-Contracto
undertaken by it th
Any act or omissio
Agreement, be deem

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

15 Relationship of the Parties

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

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

16 Third Party Rights

16.1 No one other than
assignees, shall ha
Contracts (Rights of

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

16.2 Subject to this Clau
transferee, success

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

17 Notices

17.1 All notices under th
if signed by, or on
notice.

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

17.2 Notices shall be de

given:

17.2.1 when delive
registered m

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

17.2.2 when sent, i

nd a return receipt is generated; or

17.2.3 on the fifth
ordinary ma

g mailing, if mailed by national

In each case notice
address number no

the most recent address or e-mail

18 Severance

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

or more of the provisions of this
erwise unenforceable, that / those
remainder of this Agreement. The
orceable.

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19 No Waiver

No failure or delay by the Contractor under this Agreement shall be deemed to be a waiver by either Party of a breach of any provision of this Agreement or of any subsequent breach of any provision.

20 Law and Jurisdiction

20.1 This Agreement (including any amendments, variations, addenda, schedules, conditions of sale, terms and conditions, and any other documents referred to herein) shall be governed by, and construed in accordance with, the law of England and Wales.

20.2 Any dispute, controversy or claim between the Parties relating to this Agreement (including any amendments, variations, addenda, schedules, conditions of sale, terms and conditions, and any other documents referred to herein) shall be referred to and finally determined by arbitration in London, England and Wales.

IN WITNESS WHEREOF this Agreement has been executed and signed by the Parties and the witnesses before written

SIGNED by

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

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

SIGNED by

<<Name and Title of person signing Director for and on behalf of Sub-Contractor's>>

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

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ing any of its rights under this Agreement, and no waiver by either Party of a breach of any provision of this Agreement or of any subsequent breach of any provision.

ual matters and obligations arising from this Agreement shall be governed by, and construed in accordance with, the law of England and Wales.

aim between the Parties relating to this Agreement (including any amendments, variations, addenda, schedules, conditions of sale, terms and conditions, and any other documents referred to herein) shall be referred to and finally determined by arbitration in London, England and Wales.

executed the day and year first

The Services

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

-Contractor including, where .>>

Term (duration)

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