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CONTRACTOR AGREEMENT FOR SERVICES

DATED THE _____ DAY OF _____ 20____

BETWEEN

ABC Company Limited (the “Customer”)

AND

Sample Company Limited (the “Contractor”)

SAMPLE

CONTRACTOR AGREEMENT FOR SERVICES

DATED: _____ 20__

BETWEEN: ABC Company Limited of 1 Smith Lane London WC2A 1PL

(the “**Customer**”);

AND Sample Company Limited of 52 Chance Lane London WC2A 1P

(the “**Contractor**”)

1. THE APPOINTMENT

1.1. The Customer by this agreement (the “**Agreement**”) engages the Contractor to perform the services (the “**Services**”) described in Item One of the Schedule and the Contractor has agreed to perform the Services for the Customer for the price (the “**Contractor’s Fees**”) set out in Item Two of the Schedule on the terms set out in this Agreement.

1.2. The Contractor represents and warrants to the Customer that the Contractor has all the necessary skills, knowledge, experience and expertise to perform the Services and will perform the Services to a good and proper standard.

1.3. The Contractor holds all necessary licences and permits required in order to allow the Contractor to perform the Services.

1.4. Where any manuals are required in order for the Customer to enjoy or use the Services, the Contractor will provide these to the Customer in such form as the Customer may reasonably require and for no additional fee.

2. THE PRICE, PAYMENT AND VARIATIONS

2.1. The Customer has agreed to pay the Contractor the Contractor’s Fees at the times set out in Item Three of the Schedule. The Price includes VAT and is the full amount which the Customer will pay for the performance of the Services.

2.2. In respect of the Contractor’s Fees, the Contractor will issue a tax invoice for the Services setting out the Services performed, the date they were performed and by whom. The tax invoice will also separately identify all expenses and any VAT payable.

2.3. The tax invoice will be issued by the Contractor at least 7 days prior to the due date for payment of the Contractor’s Fees or any instalment thereof as so invoiced or the instalment (which is due) as set out in the tax invoice. Notwithstanding anything else the Customer is not obliged to pay at the time set out in Item Three of the Schedule unless the Contractor has provided a tax invoice in proper form for the Contractor’s Fees or any instalment thereof.

2.4. The method of payment of the Contractor's Fees is as set out in Item Four of the Schedule.

3. STANDARD OF SERVICES

3.1. The Contractor will perform the Services in a proper and competent manner. Where there are any applicable industry standards and codes, they will to the extent to which they are not inconsistent with any of the terms of the Agreement be at all times complied with by the Contractor. All those standards and codes to the extent they are not inconsistent with the terms of the Agreement are to apply as if they were express terms of this Agreement.

3.2. The Contractor represents to the Customer that the Contractor and all the Contractor's employees and permitted subcontractors are properly qualified, experienced, licensed (where applicable) and competent to properly perform and will perform the Services to the required standards and codes.

4. EQUIPMENT AND MATERIALS

4.1. The Contractor will provide all equipment and all materials as may be necessary to properly and efficiently perform the Services other than the materials described in Item Seven of the Schedule. Unless otherwise agreed in writing all materials used will be new and of high quality fit for their purpose. All equipment will be safe for use, be properly maintained and capable of being used to carry out the Services.

4.2. The Customer agrees with the Contractor that the Customer will pay for all the materials described in Item Seven of the Schedule at the times set out in Item Seven.

5. TIME

5.1. The Services will be completed by the date or dates set out in Item Five of the Schedule.

5.2. If the Contractor, being an individual, is unable to perform the Services due to illness or injury by any time stated in Item Five of the Schedule then unless the Customer may suffer material loss or damage by such delay the Contractor will be entitled to a reasonable extension in order to complete the Services.

5.3. If an event occurs that is beyond the reasonable control of the Contractor which prevents the Contractor from performing the Services by the date set out in Item Five of the Schedule, the Contractor will immediately notify the Customer in writing the details of the event and give an estimate of the time for completion of the Services and in those circumstances unless the Customer may suffer material or damage by such delay the Contractor will be entitled to a reasonable extension to complete the Services.

5.4. Where in either of the circumstances in 5.2 or 5.3 the Customer is of the opinion that the delay may cause the Customer loss or damage then the Customer may by written notice to the Contractor terminate the Agreement in which event the Customer has no obligation or liability to pay for any uncompleted Services but must pay for all Services completed up to the date of termination.

6. VARIATION TO THE SERVICES

6.1. The Customer may require a variation (the "Variation") to the Services. Any request must be in writing setting out full details of such Variation. The Contractor will provide a quotation for performing the Services as varied which additional sum will be added to the Price if accepted by the Customer. If the Customer does not accept the quotation, the Contractor is not obliged to carry out the Variation.

6.2. The Customer must pay for the Variation in the manner and at the time set out in the Contractor's quotation.

7. WORKPLACE (HEALTH, SAFETY AND WELFARE)

7.1. The Customer must ensure that if the Services are to be performed on the Customer's property that at all times the property is safe and that all facilities provided by the Customer to the Contractor for the purposes of enabling the Services to be performed are also safe.

7.2. The Contractor will ensure that at all times in performing the Services it uses safe and proper procedures and practices and that all its employees are properly trained and supervised and observe all proper safety practices. Where protective equipment, materials or clothing are required these will be provided by the Contractor and the Contractor will ensure that these are used at all relevant times.

7.3. The Contractor will at all times have current Employers' Liability Insurance and, if required, will provide evidence to the Customer of its currency in the form of a certificate of currency.

8. BREACH BY CONTRACTOR

8.1. If the Contractor breaches any of its contractual obligations under the Agreement and fails to remedy that breach promptly and in any event within 3 days then the Customer may by written notice to the Contractor terminate the Agreement.

8.2. Upon termination of the Agreement the Customer must pay the Contractor for the Services actually done to that date (the date of termination) less any loss or additional cost which the Customer may suffer or incur to have the remainder of the Services completed.

8.3. Where the Contractor fails to perform the Services properly to the standard required in the Agreement then the Customer is entitled to claim all damages, loss and compensation which directly or indirectly are a consequence of the Contractor's failure to perform the Services properly.

9. BREACH BY THE CUSTOMER

9.1. If the Customer fails to pay the whole or any part of the Contractor's Fees without reasonable and lawful excuse, the Contractor may at the Contractor's absolute discretion:

- (a) suspend the performance of the Services until the Contractor's Fees then outstanding are paid and/or;
- (b) serve a written notice on the Customer requiring the outstanding amount of the Contractor's Fees to be paid within 7 days and if not so paid by written notice terminate the Agreement and/or;
- (c) sue the Customer for the outstanding Contractor's Fees as a debt immediately due and owing.

10. CONFIDENTIALITY

10.1. The Customer undertakes to keep all information which the Customer acquires from the Contractor or about the Contractor strictly private and confidential and must not disclose that information to any person without the Contractor's prior written consent. Nothing in this clause prevents the Customer from fully using and enjoying the Services.

10.2. The Contractor undertakes to keep all information which the Contractor acquires from the Customer or about the Customer's business strictly private and confidential and will not disclose that information to any person without the Customer's prior written consent. The Contractor will not use any such confidential information so acquired except for the proper purpose of performing and providing the Services.

11. UNDERTAKINGS BY CONTRACTOR

11.1. The Contractor undertakes to the Customer that it will not during the performance of the Services and for a period 6 months thereafter solicit or attempt to solicit any employees of the Customer to resign or take up employment with the Contractor or with any other person.

11.2. The Contractor undertakes to the Customer that it will not during the performance of the Services and for a period of 6 months thereafter solicit, approach or induce any customer or client of the Customer or any supplier to the Customer to become a

