



## Drain Protection UK

### Subcontractor Agreement

**This Subcontractor Agreement is made and entered into this day of**

DATE: \_\_\_\_\_

By and between [**Drain Protection UK**]  
(“[WHO WILL BE REFERED TO AS PARTY A]”)

And

[ SUBCONTRACTOR NAME: \_\_\_\_\_ ]

(“[WHO WILL BE REFERED PARTY B]”).

The [PARTY A] and the [PARTY B] are sometimes hereinafter referred to as the “parties.”

[PARTY A] desires to engage [PARTY B] to furnish labour, materials, equipment and/or services (collectively, the “Work”) for one or more of [PARTY A]’s projects (each, a “Project”), and [PARTY B] desires to provide said Work; and

This Agreement provides the general terms and conditions which shall govern all Work furnished by [PARTY B] to [PARTY A] pursuant to separate written agreements (each, a “Statement of Work”) for each specific Project.

### • Agreement Terms

#### 1. Statement of Work:

Verbal or written correspondence (via telephone or email) defining the entire scope of the work involved for [PARTY B] and clarifies deliverables, and timeline. The statement of work should include: All deliverables, due dates & date/time/location the work should commence.

### • Contract Documents

**1. Contract Terms.** The [PARTY A] has entered, or contemplates entering, into agreements (each, a “Contract Agreement”) with certain clients and other parties (the “Client”) to provide the Work in relation to certain Projects. The term “Contract Documents” means:

- 1. this agreement,**
- 2. the relevant Contractor Agreement,**
- 3. All properly executed Statements of Work,**
- 4. All properly executed Change Orders, and**
- 5. All attached Exhibits.**
- 6. Availability Terms.**

[PARTY A] can make written Contract Documents available for [PARTY B]’s review on request.

**7. Acknowledgment of Terms.** [PARTY B] acknowledges that it understands this agreement and the Statement of Work and has investigated the nature and requirements of the Work to be performed. [PARTY B] acknowledges that it enters into this agreement and any relevant Statement of Work on the basis of its own examination, investigation, and evaluation and not in reliance upon any opinions or representations of [PARTY A].

[PARTY B] will be bound to the [PARTY A] by the terms of the Statement of Work and will assume to [PARTY A] all of the obligations and responsibilities that [PARTY A] assumes under the Statement of Work

#### **8. Conflict of Terms.**





Where provisions of the Contract Documents are inconsistent, the provision imposing the higher or stricter standard of performance and/or the greater scope, quantity, or quality of Work to be performed will prevail.

## • Subcontracting

### 1. Consent Required for Subcontracting.

[PARTY A] will not subcontract any Work without [PARTY B]'s or the Client's verbal or written consent.

### 2. Protective Restrictions on Subcontractors.

If [PARTY A] subcontracts, it shall ensure the subcontract contains at least the same level of restrictions on the subcontractor, including confidentiality, non-solicitation and non-com petition, compliance with Law, and security obligations, are at least as restrictive as those contained in this agreement.

### 3. [PARTY A] Remains Responsible:

[PARTY A] will

- a. Be deemed to have performed any Work actually performed by a subcontractor, and
- b. remain responsible and liable for any Work performed by a subcontractor as if [PARTY A] had provided the Work itself.

## • Contract Price

[PARTY B]'s full compensation for satisfactory performance of the Work, in strict compliance with the Statement of Work shall be the contract price (the "Contract Price") set forth in the applicable Statement of Work. Subject to [PARTY A]'s right to adjustments increasing or reducing the Contract Price or extending or shortening the schedule, as provided for elsewhere in this Agreement, the Contract Price shall be deemed to be full compensation for all Work performed by [PARTY B] under each applicable Statement of Work, and is conclusively presumed to cover all foreseen and unforeseen costs, fees, profit, overhead, and expenses arising out of, or related to, [PARTY A]'s performance of the Work.

## • Payment

### 1. The final payment.

Constituting the entire unpaid balance (the "Final Payment") of the Contract Price, including the retainage due and as stated in the applicable Statement of Work, will be paid to Subcontractor no later than [24 hours] after the Work called for in the applicable Statement of Work has been fully completed, approved, and accepted by Contractor, in its discretion, and all applicable government agencies or similar authorities. Subcontractor acknowledges, however, that Subcontractor will not make any Final Payment until the Subcontractor provides it, and covering all Work performed by Subcontractor under the applicable Statement of Work.

### 2. Contractor Payments

- a. Direct Payment. In its sole discretion, Contractor may make any payments due to Subcontractor payable jointly or directly to anyone to whom payment is due from Subcontractor in relation to performance of the Work.
- b. Non-Payment. In the event Contractor has reason to believe that Subcontractor is not fulfilling its payment obligations, Contractor may take any steps reasonably necessary to ensure that all obligations of the Subcontractor relating to performance of the Work are properly made. Such steps may include the right to withhold payments to Subcontractor a reasonable



amount to protect Contractor from any loss, or damage, including attorney's fees, arising out of any lien, claim, security interest or encumbrance. Contractor may continue to pursue any such remedies until Subcontractor submits evidence satisfactory to Contractor that all previous amounts owed in connection with the performance of the Work have been paid.

### **3. Subcontractor Payments.**

Subcontractor will hold all payments received in trust for the benefit of any persons or entities furnishing labor, material, services, tools or equipment to Subcontractor in performance of the Work. Subcontractor will make all payments for any labor, material, services, tools and equipment promptly when due.

## **• [PARTY B] Personnel**

### **1. Skilled Personnel.**

[PARTY B] will have or retain and employ personnel who have the experience, skill, diligence, and expertise necessary and appropriate to perform the Work according to standards and service levels required under this agreement.

### **2. Background Checks.**

Before assigning any of its Personnel to positions in which they will, or [PARTY B] reasonably expects them to, have access to Customer Data, [PARTY B] will conduct or verify background checks on such Personnel, except where expressly prohibited by law. In this agreement, "Personnel" means [PARTY B]'s employees, independent contractors, and subcontractors.

## **• Term**

This agreement begins on [the Effective Date / [DATE, MONTH]] and will continue until completion unless terminated earlier (the "Term").

## **• Warranty**

**1. Professional Skills.** [PARTY B] represents and warrants that it possesses the special skill and professional competence, expertise and experience to undertake the obligations imposed by this agreement.

**2. Performance.** [PARTY B] agrees to perform in a diligent, efficient, competent and skillful manner commensurate with the highest standards of the profession, and to devote such time as is necessary to perform the services required under this agreement.

## **• Relationship of the Parties**

1. No Relationship. Nothing in this agreement creates any special relationship between the parties, such as a partnership, joint venture, or employee/employer relationship between the parties.

2. No Authority. Neither party has the authority to, and will not, act as agent for or on behalf of the other party or represent or bind the other party in any manner.

## **• Confidentiality**

### **1. Confidentiality Obligation.**





The receiving party will hold in confidence all Confidential Information disclosed by the disclosing party to the receiving party.

### **2. Use Solely for Purpose.**

A receiving party may only use the Confidential Information according to the terms of this agreement[ and solely for the Purpose].

### **3.Non-Disclosure.**

A receiving party may not disclose Confidential Information, [the existence of this agreement, the Transaction, or the Purpose] to any third party, except to the extent

#### **1. Permitted by this agreement**

#### **2. The disclosing party consents in writing, or**

#### **3. Required by Law.**

#### **4. Notice. A receiving party will notify the disclosing party if it**

- Is required by Law to disclose any Confidential Information, or
- Learns of any unauthorized disclosure of Confidential Information.

### **• Data Protection.**

[PARTY A] shall implement appropriate safeguards to prevent unauthorized access to, use of, or disclosure of the Protected Information.

### **• Compliance with Laws.**

Each party will

#### **1. Comply with all applicable Laws**

[relating to [SUBJECT MATTER OF AGREEMENT]], and

#### **2. Notify the other party if it becomes aware of any non-compliance in connection with this section.**

### **• Insurance**

#### **1. Mutual Insurance.**

Each party will maintain the types of insurance customary and appropriate for such agreements, in the amount necessary to cover its obligations and responsibilities under this agreement or required by Law, whichever is less.

2. Proof of Insurance. On the other party's request, each party will deliver to the other party a certificate or other proof of its insurance, describing the amount and coverage of its insurance.

3. Notice of Material Change. If there is any material change to either party's insurance, that party will promptly notify the other party.

### **• Termination**

#### **1. Termination Because of Material Breach.**

Either party may terminate this agreement with immediate effect by delivering notice of the termination to the other party, if

- The other party fails to perform, has made or makes any inaccuracy in, or otherwise materially breaches, any of its obligations, covenants, or representations, and
- The failure, inaccuracy, or breach continues for a period of [BREACH CONTINUATION DAYS] Business Days' after the injured party delivers notice to the breaching party reasonably detailing the breach.

2. Termination Because of Insolvency. If either party becomes insolvent, bankrupt, or enters receivership, dissolution, or liquidation, the other party may terminate this agreement with i



immediate effect.

## • Indemnification

### 1. Indemnification by [PARTY B].

[PARTY B] (as an indemnifying party) will indemnify [PARTY A] (as an indemnified party) against all losses and expenses arising out of any proceeding

- a. Brought by either a third party or [PARTY A], and
- b. Arising out of [PARTY B]'s breach of its obligations under this agreement.

### 2. Mutual Indemnification.

Each party (as an indemnifying party) will indemnify the other (as an indemnified party) against all losses arising out of any proceeding

- a. Brought by either a third party or an indemnified party, and
- b. Arising out of the indemnifying party's willful misconduct or gross negligence.

### 3. Notice and Failure to Notify

Notice Requirement. Before bringing a claim for indemnification, the indemnified party will

- a. notify the indemnifying party of the indemnifiable proceeding, and
- b. deliver to the indemnifying party all legal pleadings and other documents reasonably necessary to indemnify or defend the indemnifiable proceeding.
- d. Failure to Notify. If the indemnified party fails to notify the indemnifying party of the indemnifiable proceeding, the indemnifying will be relieved of its indemnification obligations to the extent it was prejudiced by the indemnified party's failure.

### 3.Exclusive Remedy.

The parties' right to indemnification is the exclusive remedy available in connection with the indemnifiable proceedings described in this section [INDEMNIFICATION].

## • Limitation on Liability

### 1. [PARTY A] Liability.

[PARTY A] will not be liable for breach-of-contract damages suffered by [PARTY B] that are remote or speculative, or that [PARTY A] could not have reasonably have foreseen on entry into this agreement.

### 2. Maximum Liability.

[PARTY A]'s liability under this agreement will not exceed the fees paid by [PARTY B] under this agreement during the 12 months preceding the date upon which the related claim arose.

## • General Provisions

### 1. Entire Agreement.

This agreement represents the entire understanding between the parties with respect to its subject matter and supersedes any previous communication or agreements that may exist.

### 2. Amendment.

This agreement can be amended only by a writing signed by both parties.

### 3.Counterparts.

This agreement may be executed in counterparts, each of which will be deemed to be an original, but all of which, taken together, will constitute one and the same agreement.

### 4. Notices

#### a. Method of Notice.





The parties will give all notices and communications between the parties in writing or by verbal communication.

**b. Receipt of Notice.**

A notice given under this agreement will be effective on

b1. The other party's receipt of it, or

b2. If mailed, the earlier of the other party's receipt of it and the fifth business day after mailing it.

**5. Governing Law.**

This agreement will be governed, construed, and enforced in accordance with the law.

**6. Waiver.**

The failure or neglect by a party to enforce any of rights under this agreement will not be deemed to be a waiver of that party's rights.

**7. Severability.**

If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

**The parties agree to the terms of this Agreement.**

**This agreement has been signed by the parties.**

**PARTY A:**

[PARTY A BUSINESS NAME] **Drain Protection UK**

[PARTY A NAME/TITLE] \_\_\_\_\_

[PARTY A SIGNATURE] \_\_\_\_\_

**PARTY B:**

[PARTY B BUSINESS NAME] \_\_\_\_\_

[PARTY B NAME/TITLE] \_\_\_\_\_

[PARTY B SIGNATURE] \_\_\_\_\_



