

Terms of Business with the Client for the supply of contractor services

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THE PARTIES

- (1) Select Tech Limited (registered company no. 09930991 ("**the Employment Business**").
- (2) *[Insert Client's name]* Limited (registered company no. *[insert registered company no.]*) *[trading as [insert trading name if different]]* of *[address]* ("**the Client**") to whom the Consultancy is Introduced. For the avoidance of doubt the Client shall also include any subsidiary or associated person, firm or corporate body (as the case may be) to whom the Consultancy is Introduced.

RECITALS

- (A) The Employment Business carries on the business of sourcing and supplying independent contractors to provide services to Clients of the Employment Business. The Client has instructed the Employment Business to supply a Consultancy to provide certain services, as specified in the attached schedules ("**the Schedules**") ("**the Consultancy Services**").
- (B) The Employment Business will Introduce a Consultancy to the Client to provide the Consultancy Services to the Client subject to the terms of this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1. In this Agreement the following definitions apply:

“Assignment”	means the Consultancy Services to be performed by the Consultancy Staff for the Client for a period of time during which the Consultancy is supplied by the Employment Business to provide the Consultancy Services to the Client;
“Charges”	means the charges as notified to the Client at the commencement of the Assignment and which may be varied by the Employment Business from time to time during the Assignment. The charges are comprised of the Consultancy Fees, the Employment Business’s commission, and any travel, hotel or other disbursements as may have been agreed with the Client or, if there is no such agreement, such expenses as are reasonable;
“Consultancy”	means the person, firm or corporate body Introduced to the Client by the Employment Business to carry out an Assignment (and, save where otherwise indicated, includes Consultancy Staff and any third party to whom the provision of the Consultancy Services is assigned or sub-contracted in accordance with clause 2.5);
“Consultancy Fees”	means the fees payable to the Consultancy for the provision of the Consultancy Services;
“Consultancy Staff”	means any officer, employee, worker or representative of the Consultancy supplied to provide the Consultancy Services (and, save where otherwise indicated, includes any officer, employee, worker or representative of any third party to whom the provision of the Consultancy Services is assigned or sub-contracted in accordance with clause 2.5);
“Data Protection Laws”	means all applicable laws and regulations, as amended or updated from time to time relating to the protection and transfer of personal data;
“Engagement”	means the engagement (including the Consultancy’s and/or the Consultancy Staff’s acceptance of the Client’s offer), employment or use of the Consultancy’s services or the services of any Consultancy Staff, by the Client or by any third party to whom the Consultancy and/or any Consultancy Staff have been Introduced by the Client, directly or indirectly, on a permanent or temporary basis, whether under a contract of service or for services, an agency, licence, franchise or partnership arrangement, or any other engagement or through another employment business; and “Engage”,

“Engages” and “Engaged” shall be construed accordingly;

“Introduction”

means (i) the passing to the Client of a curriculum vitae or information which identifies the Consultancy or Consultancy Staff or (ii) the Client’s interview of a Consultancy or Consultancy Staff (in person, by telephone or by any other means), following the Client’s instruction to the Employment Business to supply a Consultancy; or (iii) the supply of a Consultancy; and, in any case, which leads to an Engagement of that Consultancy or Consultancy Staff; and “Introduces” and “Introduced” shall be construed accordingly;

“Transfer Fees”

means a fee payable by the Client to Select Tech equivalent to the greater of twenty five percent (25%) of the Contractor’s actual or anticipated first year’s total remuneration or twenty five percent (25%) of the annualised Select Tech gross charge rate set out within the Contractor Schedule or the anticipated charge rate for the Contractor.

“Losses”

means all losses, liabilities, damages, costs, expenses, fines, penalties or interest, whether direct, indirect, special or consequential (including, without limitation, any economic loss or other loss of profits, business or goodwill, management time and reasonable legal fees) and charges, including such items arising out of or resulting from actions, proceedings, claims and demands;

“Remuneration”

includes gross base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, the benefit of a company car and all other payments taxable, (and, where applicable, non-taxable) payable to or receivable by the Consultancy or the Consultancy Staff for services rendered to or on behalf of the Client. Where a company car is provided, a notional amount of €10,200 will be added to the sums paid to the Consultancy in order to calculate the Introduction Fee.

- 1.2. Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.
- 1.3. The headings contained in this Agreement are for convenience only and do not affect their interpretation.

- 1.4. Any reference, express or implied, to an enactment includes a reference to that enactment as from time to time amended, modified, extended, re-enacted, replaced or applied by or under any other enactment (whether before or after the date of this Agreement) and all subordinate legislation made (before or after this Agreement) under it from time to time.

2. THE AGREEMENT

- 2.1. This Agreement together with the Schedules (“**the Agreement**”) constitutes the entire agreement between the Employment Business and the Client for the supply of the Consultancy Services by the Employment Business to the Client.
- 2.2. This Agreement shall be deemed to be accepted by the Client by virtue of an Introduction or the Client’s Engagement of a Contractor, by the Client’s interview or request to interview the Contractor or by the Client’s signature at the end of this Agreement or on any timesheet. The Agreement will apply whether or not the Contractor is Engaged by the Client for the same type of work as that for which the Introduction was originally effected.
- 2.3. Unless otherwise agreed in writing by a director of the Employment Business this Agreement shall prevail over any terms of business or purchase conditions (or similar) put forward by the Client.
- 2.4. Subject to clause 5.2 no variation or alteration to this Agreement shall be valid unless the details of such variation are agreed between a director of the Employment Business and the Client and are set out in writing and a copy of the varied terms is given to the Client stating the date on or after which such varied terms shall apply.
- 2.5. The Client acknowledges that the Consultancy may supply any of the Consultancy Staff to perform the Consultancy Services and where the Consultancy is unable to provide any part of the Consultancy Services for whatever reason the Consultancy shall be entitled to assign or sub-contract the performance of the Consultancy Services provided that the Employment Business and the Client are reasonably satisfied that the assignee or sub-contractor has the required skills, qualifications, resources and personnel to provide the Consultancy Services to the required standard and that the terms of any such assignment or sub-contract contain the same acknowledgements under and obligations imposed by the agreement between the Consultancy and the Employment Business. The Client shall not unreasonably withhold or delay any approval sought for the assignment or sub-contracting of the Consultancy Services.
- 2.6. The Client acknowledges that the Consultancy shall be permitted to determine how it will provide the Consultancy Services and will have the flexibility to determine the number of hours required and the times worked, to complete the Consultancy Services, subject to the Consultancy complying with any reasonable operational requirements of the Client. The Consultancy will be at liberty to determine the location at which it will provide the Consultancy Services, but where the Consultancy Services are undertaken at the Client’s site, the Consultancy will comply with any reasonable requirements relating to working hours, and any other operational requirements in relation to the Client’s site.

3. INFORMATION TO BE PROVIDED BY THE EMPLOYMENT BUSINESS TO THE CLIENT

Prior to the commencement of the Assignment, or if this is not practical, upon commencement of the Assignment, the Employment Business will send to the Client the information set out in Schedule 1.

4. VERIFICATION OF EXECUTION OF THE CONSULTANCY SERVICES

- 4.1. At the end of each month of the Assignment (or at the end of the Assignment where the Assignment is for a period of less than 1 [week/month] or is completed or finished before the end of a [week/month]) the Client shall verify the execution of the Consultancy Services by signature of a form provided to the Client for this purpose.
- 4.2. The Client agrees that by verifying the execution of the Consultancy Services it also agrees that the Consultancy Services have been provided satisfactorily and in accordance with this Agreement. Even if the Client does not verify execution in writing, it will still be obliged to pay the Charges in respect of the work done. If the Client is dissatisfied with the work performed by the Consultancy the provisions of clause 8 below shall apply.

5. CHARGES

- 5.1. The Client agrees to pay the Charges. VAT (or other applicable taxes) is payable at the applicable rate on the entirety of the Charges.
- 5.2. The Employment Business reserves the right to vary the Charges agreed with the Client, by giving written notice to the Client, in order to comply with any additional liability imposed by statute or other legal requirement or entitlement.
- 5.3. The Employment Business will invoice the Client on a monthly basis. The Client will pay the Charges within fourteen days of the date of the invoice.
- 5.4. The Employment Business reserves the right to charge statutory interest on invoiced amounts unpaid by the due date, from the due date until the date of payment.
- 5.5. The Client's obligations under this clause 5 shall be performed without any right of the Client to invoke set-off, deductions, withholdings or other similar rights.

6. PAYING THE CONSULTANCY

The Employment Business is responsible for paying the Consultancy.

7. TRANSFER FEES

- 7.1. Subject to clause 7.2 below, should the Client, or any client of the Client or any third party to whom the Client has Introduced the Contractor, either during the Assignment or within a period of 12 months from the termination of the Assignment in respect of which the Consultancy or Consultancy Staff was supplied, or if there was no supply, within 12 months of the Introduction of the Consultancy or Consultancy Staff by the Employment Business to the Client, Employ or otherwise

Engage the Contractor other than through Select Tech, the Client shall pay Select Tech the Transfer Fee.

- 7.2. Where the Regulations apply, the Client may by giving five days' prior written notice as an alternative to paying the Transfer Fee elect to extend the Services of the Contractor for an Extended Period of Hire.
- 7.3. No refund of the Transfer Fee will be paid by The Employment Business in the event that the Employment or Engagement subsequently terminates.
- 7.4. VAT (or other applicable taxes) is payable in addition to any Transfer Fee due.

8. TERMINATION OF THE ASSIGNMENT

8.1. The Assignment will terminate when the Consultancy Services have been completed.

8.2.

Notwithstanding the provisions of clause 8.1 the Client may terminate the Assignment with immediate effect by notice in writing to the Employment Business where:

- 8.2.1. the Consultancy has acted in breach of any statutory or other reasonable rules and regulations applicable to them while providing the Consultancy Services; or
- 8.2.2. the Client reasonably believes that the Consultancy has not observed any condition of confidentiality applicable to the Consultancy from time to time; or
- 8.2.3. the Client reasonably considers that the Consultancy's provision of the Consultancy Services is unsatisfactory.

8.3. The Employment Business may terminate an Assignment with immediate effect by notice in writing if:

- 8.3.1. the Client is in wilful or persistent breach of its obligations under this Agreement and where the breach is capable of being remedied, fails to remedy the breach within 7 days of receiving written notice from the Employment Business to do so; or
- 8.3.2. the Client fails to pay any amount which is due to the Employment Business in full and on the date that the payment falls due; or
- 8.3.3. the Client is dissolved, ceases to conduct all (or substantially all) of its business, is or becomes unable to pay its debts as they fall due, is or becomes insolvent or is declared insolvent, or convenes a meeting or makes or proposes to make any arrangement or composition with its creditors; or
- 8.3.4. an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the Client; or
- 8.3.5. an order is made for the winding up of the Client, or where the Client passes a resolution for its winding up (other than for the purpose of a solvent

company reorganisation or amalgamation where the resulting entity will assume all the obligations of the other party under this Agreement); or

- 8.3.6. (where the Client is an individual) the Client dies, or as a result of illness or incapacity becomes incapable of managing his or her own affairs, or is the subject of a bankruptcy petition or order.
- 8.3.7. the Employment Business knows or suspects that the Client has breached the Data Protection Laws.

9. CONFIDENTIALITY AND DATA PROTECTION

- 9.1. All information relating to a Consultancy is confidential and where that information relates to an individual is also subject to the Data Protection Laws and is provided solely for the purpose of providing Consultancy Services to the Client. Such information must not be used for any other purpose nor divulged to any third party and the Client undertakes to abide by the provisions of the Data Protection Laws in receiving and processing the information at all times.
- 9.2. Information relating to the Employment Business's business and the Consultancy which is capable of being confidential must be kept confidential and not divulged to any third party, except information which is in the public domain.

10. SANCTIONS

- 10.1. Except with The Employment Business' prior written approval, the Client will ensure that the Contractor does not during the term of this Agreement travel to and / or supply Services in or for any country, or to any business, client or person, or be asked to complete any task that would cause the Contractor or The Employment Business to violate any sanction or embargo, whether issued by the European Union, the United Kingdom, the United Nations and / or the United States of America or any other country or body.
- 10.2. In the event that the Client requests the Contractor to commit any act that would or might cause the Contractor or The Employment Business to breach the provisions of clause 10.1, The Employment Business will immediately terminate the Agreement. The Client acknowledges that failure to notify or to observe the provisions of this clause 10.1 may render the Client liable to criminal proceedings. The Client acknowledges no non-disclosure agreement or other confidentiality agreement will restrain The Employment Business or the Contractor from making appropriate notifications to any legal authority of the request.

11. INTELLECTUAL PROPERTY RIGHTS

All copyright, trademarks, patents and other intellectual property rights deriving from the provision of the Consultancy Services by the Consultancy or any third party to whom the Consultancy Services are assigned or sub-contracted for the Client during the Assignment shall belong to the Client, save such rights as may be expressly owned or retained by the Consultancy and set out in Schedule 1 to this Agreement. Accordingly the Employment Business shall use its reasonable endeavours to ensure that the Consultancy shall (and any

relevant member of the Consultancy Staff shall) execute all such documents and do all such acts in order to give effect to the Client's rights pursuant to this clause.

12. LIABILITY

- 12.1. Whilst reasonable efforts are made by the Employment Business to give satisfaction to the Client by ensuring reasonable standards of skills, integrity and reliability from the Consultancy and to provide the same in accordance with the Assignment details as provided by the Client, no liability is accepted by the Employment Business for any Losses arising from the failure to provide a Consultancy for completion of the Assignment or from the negligence, dishonesty, misconduct or lack of skill of the Consultancy or if the Consultancy terminates the Assignment for any reason. For the avoidance of doubt, the Employment Business does not exclude liability for death or personal injury arising from its own negligence or for any other loss which it is not permitted to exclude under law.
- 12.2. The Client shall advise the Employment Business of any special health and safety matters about which the Employment Business is required to inform the Consultancy and about any requirements imposed by applicable law or by any professional body, which must be satisfied if the Consultancy is to fill the Assignment. The Client will comply in all respects with all relevant statutes, by-laws, codes of practice and legal requirements including the provision of adequate public liability insurance in respect of the Consultancy.
- 12.3. The Client shall indemnify and keep indemnified the Employment Business against any Losses incurred by the Employment Business by reason of any proceedings, claims or demands by any third party arising out of any Assignment or arising out of any non-compliance with and/or as a result of any breach of this Agreement by the Client.
- 12.4. The Client shall indemnify and keep indemnified the Employment Business against any Losses incurred by the Employment Business by reason of any proceedings, claims or demands by the Consultancy, the Consultancy Staff or any third party arising out of any non-compliance with, and/or as a result of, any breach of the Data Protection Laws by the Client.
- 12.5. The Client agrees and undertakes to indemnify the Employment Business for and against any and all costs, fees, charges and expenses that the Employment Business may incur as a result of or arising from late or non-payment of any charges payable under this Agreement, including, but not limited to, any and all legal and other professional costs and expenses it may incur as a result of instituting legal or other proceedings against the Client for non or late payment of any Introduction Fees or other fees due.

13. NOTICES

All notices which are required to be given in accordance with this Agreement shall be in writing and may be delivered personally or by first class prepaid post to the registered office of the party upon whom the notice is to be served or any other address that the party has notified the other party in writing or by email. Any such notice shall be deemed to have been

served: if by hand when delivered, if by first class post 48 hours following posting and if by email, when that email is sent.

14. SEVERABILITY

If any of the provisions of this Agreement shall be determined by any competent authority to be unenforceable to any extent, such provision shall, to that extent, be severed from the remaining provisions, which shall continue to be valid to the fullest extent permitted by applicable laws.

15. RIGHTS OF THIRD PARTIES

None of the provisions of this Agreement are intended to be for the benefit of or enforceable by third parties.

16. GOVERNING LAW AND JURISDICTION

This Agreement is governed by the law of England & Wales and is subject to the exclusive jurisdiction of the Courts of England & Wales.

Signed for and on behalf of the Employment Business

Signed for and on behalf of the Client

I confirm I am authorised to sign this Agreement for and on behalf of the Client.

Date

CONTRACTOR SCHEDULE FOR THE SUPPLY OF CONTRACTOR SERVICES TO A CLIENT**CLIENT INFORMATION**

Client Name: [insert client name]

Client Registered Address: [insert address]

Company Registration Number: [insert registration number]

Client Hiring/line manager: [insert manager name]

Contact for Client Hiring/line manager: [insert contact]

CONTRACTOR SERVICES INFORMATION

Consultancy: [insert limited company details]

Consultancy Staff: [insert name of individual supplied by the limited company]

Consultancy Services: [insert description of services to be provided. If project work, detail any stages by which elements of the work must be produced.]

[Specified Deliverables:] [if payment will be made only on completion of specific deliverable set those deliverables out here.]

Client address/location where the Consultancy services are to be provided: [insert details]

Assignment duration or expected duration: A: The Assignment will continue until completion of the Consultancy Services
OR
B: Insert start date and end date if known]

Notice to terminate: [If choosing Option A] Neither the Client nor the Consultancy can terminate the Assignment without cause and the Assignment will terminate on completion of the Consultancy Services

[If choosing Option B] [insert X weeks'/months' notice required to terminate the Assignment]

Expenses: [insert details of any expenses which may be payable to the Consultancy]

Intellectual Property Rights owned or retained by the Consultancy: [insert details]

Intellectual Property Rights owned or retained by the Client: [insert details]

Insurances the Consultancy is required to hold:

[Specify the type, level and duration of the insurances to be held. Include any period the Consultancy must hold the insurances for following completion or termination of the Assignment]

Equipment Provided –

- By Client: [insert]
- By Consultancy: [insert]

Other information: [insert]

CHARGE RATE INFORMATION

Charges: £ Per month/week/day/hour

Invoicing Frequency: [insert details. If the work is to be delivered in stages, will invoicing frequency reflect those stages?]