

Agreement for the Supply of Services

This Agreement is made this.....day of.....

BETWEEN

MA Associates Worldwide Ltd, a company incorporated in England under number 4467593 and whose registered office is at Business Design Centre, 52 Upper Street, Islington, London, N1 0QH ("The Agent")

And

....., a company incorporated in England under number and whose registered office is at ("The Supplier")

WHEREAS

- (A) From time to time the Agent may wish to engage the Supplier to provide Services to one or more of its End-Users, and
- (B) Each time the Supplier agrees to supply Services to the Agent, these Services will be provided on the terms and conditions set out in this Agreement.

IT IS HEREBY AGREED THAT

1. Interpretation

- 1.1. Agreed Sum means the sum detailed in the Specification to this Agreement.
- 1.2. End-User means any third party who contracts with the Agent for the supply of Services.
- 1.3. Specification means the details of the Services set out in the Schedule to this Agreement and in accordance with Clause 5.1 below.
- 1.4. Supplier means the company supplying the Services in accordance with the Specification.
- 1.5. Supplier's personnel includes the Supplier's employees, sub-contractors, agents and substitutes as appropriate.
- 1.6. Services means the services set out in the relevant Specification.

2. Agreement

This Agreement is a contract for services between the Agent and the Supplier and governs the performance of the Services by the Supplier for the Agent.

- 2.1. The Supplier shall, subject to the terms of this Agreement, ensure that its personnel perform the Services detailed in the Specification.
- 2.2. The Supplier shall invoice the Agent for the Agreed Sum.
- 2.3. The Agent is under no obligation to offer work to the Supplier and the Supplier is under no obligation to accept any work which may be offered by the Agent. Neither party wishes to create or imply any mutuality of obligation between themselves either in the course of, or between, any performance of Services under the Specification.

3. The Agreed Sum

- 3.1. The Agreed Sum shall be [as][the sum] detailed in the Specification, and it will be exclusive of any VAT which may be chargeable.
- 3.2. The Supplier shall submit invoices in the agreed form to the Agent as detailed in the Specification to this Agreement.
- 3.3. The Agent agrees to meet the Supplier's invoices in full within 30 days of receipt.
- 3.4. The Agent undertakes to make payment to the Supplier regardless of whether the Agent has received payment from the End-User for the sum being claimed and other than deductions required by law; the Agent shall pay all sums due to the Supplier without deduction.
- 3.5. If the Supplier is unable for any reason to provide the Services no payment shall be made by the Agent in respect of any period that the Services are not provided.
- 3.6. In the event that the Supplier is unable to produce a signed timesheet, the Agent shall be entitled to withhold payment for such period as is reasonable to enable the Agent to make reasonable enquiries to verify the hours worked by the Supplier (provided that payment shall not be withheld for longer than 30 days after the Supplier notifies the Agent that it is unable to produce a signed timesheet.)
- 3.7. The Supplier is entitled to charge interest to the Agent on any outstanding amounts at the rate of 2% under the Late Payment of Commercial Debts (Interest) Act 1998. Such interest will begin to accrue from 30 days after the date agreed for payment under this Agreement and will continue to accrue until judgment or sooner payment.

4. Duration and Termination

- 4.1. This Agreement shall commence from the date hereof and shall remain in force until terminated. The terms of this Agreement shall apply whenever the Supplier agrees a Specification with the Agent.
- 4.2. The Agent may, at any time before the Supplier is put forward to an End-User, withdraw a Specification from the Supplier forthwith. This will not terminate this Agreement as between the Agent and Supplier.
- 4.3. Either party shall be entitled to terminate this Agreement forthwith by giving 1 month's written notice to the other in the event that:
 - 4.3.1. Either party is in breach of this Agreement and fails to remedy such breach (if capable of remedy) within 7 days of receiving written notice from the other party to do so;
 - 4.3.2. The other party goes into liquidation, becomes bankrupt or enters into an arrangement with creditors or members or has a receiver or administrator appointed.
- 4.4. The Agent may terminate any Specification or the Agreement forthwith if in its opinion it is no longer appropriate for the Specification to continue in force.
- 4.5. The Supplier may terminate this Agreement by giving 1 month's reasonable notice in writing.

5. Agent's Obligations

- 5.1. The Agent will ensure that the Specification includes the following detail as a minimum:
 - 5.1.1. The identity of the End-User and the nature of the End-User's business
 - 5.1.2. The Services which the Supplier will perform
 - 5.1.2. The number of the Supplier's personnel required
 - 5.1.3. The minimum training, qualifications, experience and any authorisations required by law and/or a professional body which the End-User considers necessary or which are required by law to perform the Services
 - 5.1.4. The rate to be paid by the Agent for the Services
 - 5.1.5. Any disbursements payable

5.1.6. The required commencement date of the Services

5.1.7. The expected duration of the Services

5.1.8. Where the Services might be performed

5.2. The Agent shall only pass the Supplier's details on for consideration by the End-User where the Supplier has consented.

5.3. The Supplier shall retain responsibility for the Supplier's personnel. In particular, the Agent acknowledges, and shall require that the End-User acknowledges, that the Supplier's personnel are professionals who will use their own initiative as to the manner in which the Services are delivered and will not be subject to, or to the right of, supervision, direction or control as to the manner in which they render those Services.

6. Agent's Role

6.1. For the purposes of the Conduct of Employment Agencies and Employment Businesses Regulations 2003, the Agent shall supply the Supplier with the services of an employment business.

6.2. The Agent is responsible for meeting the Supplier's own invoices promptly.

6.3. The Agent warrants that it shall make all reasonable enquiries and that;

6.3.1. To the best of its knowledge it shall not provide details to the Supplier of assignments with End-Users where the placement is to perform the duties of a person on official strike or taking part in other official industrial action

6.3.2. It shall know of no reason why it would be detrimental to the interests of the Supplier or the End-User for the Supplier to perform the Services

6.3.3. It shall inform the Supplier of any risks to health and safety in the performance of the Services and the steps taken to prevent and/or control those risks

6.4. In the event that the End-User reports its dissatisfaction with the Supplier to the Agent, the Agent shall report this forthwith and may require the Supplier to take whatever reasonable steps are necessary to remedy the situation. If the situation is not capable of remedy, the Agent may terminate the Supplier's agreement forthwith

7. Agent's Agreement with the End-User

- 7.1. The Agent shall conclude an agreement with each End-User which reflects the relevant terms of this Agreement. In particular, the Agent's agreement with the End-User shall include (without limitation):
- 7.1.1. Details of the Specification agreed with the Supplier
 - 7.1.2. A termination clause allowing the End-User to bring the Specification to an end without notice, in line with the powers of the Agent in Clause 4 above
 - 7.1.3. A confidentiality clause in the form of Clause 11 below
 - 7.1.4. A substitution clause in the form of Clause 8.5 below
 - 7.1.5. A Conflict of Interest clause acknowledging that the Supplier may be engaged by a third party during the currency of the Specification

8. Supplier's Obligations

- 8.1. The Supplier warrants to the Agent:
- 8.1.1 That its personnel possess the required knowledge, expertise, skills, qualifications and any authorisations required by law or a professional body necessary to perform the Services (as detailed in the Specification) and shall provide such information about or evidence of that knowledge, expertise, experience, skills, qualifications or authorisations as the Agent shall require; and
 - 8.1.2. That the individual(s) performing the Services are willing and able to do so;
 - 8.1.3. That it is aware of all and any legal and/or professional requirements that must be satisfied in performing the Services;
 - 8.1.4. That it knows of no reason why it would be detrimental to the interests of the End-User for it to perform the Services; and
 - 8.1.5. It is reasonably satisfied that it can meet the requirements of the Specification.
- 8.2. If either before or during the course of performing the Services the Supplier becomes aware of any reason why the individual(s) performing the Services may not be suitable the Supplier shall notify the Agent on that day.
- 8.3. The Supplier shall in performing the Services:
- 8.3.1. Comply with the Specification unless agreed otherwise in writing in accordance with 12.4 below;

- 8.3.2. Submit weekly timesheets agreed by the End-User to the Agent to provide a record of the work done by the Supplier.
- 8.4. The Supplier shall, if required:
 - 8.4.1. Ensure that its valid and adequate Public and Employer's Liability Insurance remains in force throughout the duration of the Specification; and
 - 8.4.2. Ensure that the Supplier and the Supplier's personnel comply with any relevant legislation or regulations relating to the Specification or the working environment such as health and safety regulations or similar requirements.
- 8.5. The Supplier shall have the right to supply one or more substitutes of equivalent expertise to work in place of the original personnel. The Supplier acknowledges that the End-User has the right, under its contract with the Agent, to refuse to accept the substitute personnel if in the reasonable view of the End-User, the substitute personnel have insufficient qualifications or expertise to carry out the Specification.
- 8.6. Where substitution occurs, the other terms and conditions of this Agreement and the Specification, and in particular (but not limited to) the rate to be paid for the personnel will remain unchanged, unless adjusted in accordance with 12.4 below. For the avoidance of doubt, the Supplier shall be responsible for the payments and expenses of the substitute personnel.
- 8.7. In the event that the Supplier cannot provide either the original personnel or acceptable substitute personnel, the Agent is entitled to terminate this Agreement forthwith.

9. Warranties

- 9.1. The Supplier warrants that it will provide complete, accurate and up to date details regarding the Supplier's expertise, experience, training, qualifications and authorisations (if any) necessary to carry out the Services.
- 9.2. The Agent warrants to the Supplier that any agreement between the Agent and the End-User reflects the terms of this Agreement and the Specification in all material respects.
- 9.3. The Supplier warrants that it will, when utilising any of its own equipment or intellectual property in carrying out the engagement, ensure that any security requirements reasonably required by the End-User are complied with.
- 9.4. The Supplier warrants that any intellectual property rights of whatever nature and whether registered or not, which may be created by the Supplier in the course of performing the Specification, will be transferred from the Supplier to the End-User.

10. Limitations

- 10.1 Except in respect of death or personal injury caused by the negligence of the Supplier or by the Supplier's personnel, or as expressly agreed in writing between the parties, the entire liability of the Supplier under or in connection with this Agreement shall not exceed e.g. [£100,000 per annum].
- 10.2 The Agent puts the Supplier forward for the End-User's consideration in all good faith and therefore cannot be held to be responsible to the Supplier for any misrepresentations or misleading information provided by the End-User concerning the qualifications or experience required of the Supplier for the Specification.
- 10.3 The parties agree that neither party may be held to be liable to the other in respect of:
- 10.3.1 Any delay, loss, damage, costs, expenses or other claims for compensation arising from any information or instructions supplied to the Agent by the End-User which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival or any other fault of the End-User;
- 10.3.2 Any loss, damage, costs, expenses or other claims for compensation arising from the End-User making use of the Supplier's services for any purpose not clearly disclosed to the Supplier in the Specification or from the End-User allowing a third party to make use of the Services provided by the Supplier;
- 10.3.3 Any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or other than under the express terms of this Agreement, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of the Agent or Supplier, their servants or agents or otherwise) which arises out of or in connection with the performance of the Specification by the Supplier or its use by the End-User.

11. Confidentiality

- 11.1. Both parties will take all reasonable steps to ensure that any documents or other materials and data or other information which are supplied to the other party under this Agreement and are clearly marked as confidential remain confidential to the parties. Such information will only be made available by the parties to those of their personnel who have a reasonable need to know of it and the documents or other materials and data or other information or copies thereof will not be made available to any third parties except for professional advisers in confidence or if required by law. Either party is entitled to demand the return of all copies of any such documents or other materials and data or other information within 7 days by giving the other party written notice.

- 11.2. This obligation of confidentiality will remain in force beyond the cessation or other termination of this Agreement.
- 11.3. On the cessation or earlier termination of this Agreement, each party shall return to the other all documents or other material containing the Confidential Information.
- 11.4. This clause shall not apply to any documents or other materials and data or other information which are already in the public domain at the time when they are provided by either party, and shall cease to apply where either party is required by law to make a disclosure or if at any time the information becomes public knowledge through no fault of the other party.
- 11.5. Both parties undertake that any information which is received from the other party under this Agreement will only be used for the purposes of this Agreement.

12. General

- 12.1. The relationship between the parties is one between independent businesses acting at arms length, and nothing contained in this Agreement shall be construed as constituting or establishing any partnership or joint venture or relationship of employer and employee between the parties or their personnel.
- 12.2 The Agent shall not be liable to the Supplier or be deemed to be in breach of the Agreement by reason of any delay in performing, or any failure to perform, any of the Agent's obligations under this Agreement, if the delay or failure was due to any cause beyond the Agent's reasonable control.
- 12.3 The terms of this Agreement represent the entire agreement between the parties and supersede any previous representations or agreements whether recorded in writing or otherwise.
- 12.4 The terms of this Agreement or of any Specification provided under this Agreement (other than as set out below) may only be varied where the variation is recorded and agreed in writing by both parties.
 - 12.4.1 For the avoidance of doubt, the Supplier may change the personnel carrying out the Services in accordance with 8.5 above.
 - 12.4.2 [The nature of the Services to be supplied, their timing and location may be changed by agreement in writing between the End-User and the Supplier, providing only that the Agent is informed of such a change within 14 days]
- 12.5 Both parties agree that the terms of this Agreement are fair and reasonable in all the circumstances.
- 12.6 It is agreed that this Agreement will be governed and construed according to the laws of England and Wales and the parties submit to the non-exclusive jurisdiction of the English Courts.

Schedule

The Specification

End-User:

Nature of End-User's business:

Services to be performed:

Where services agreed to be performed:

Commencement Date of Services:

Agreed rate & Frequency of payment:

Expenses:

Initial personnel supplied:

Notice period to be given by supplier (if any):

Any other special provisions:

Start date for provision of services:

End date for provision of services:

This Schedule forms an integral and binding part of the Contract
signed between the Agent and Supplier

Signed

_____ (for and on behalf of Agent)

_____ **Print Name**

_____ (for and on behalf of Supplier)

_____ **Print Name**

_____ **(Date)**