

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 ("The End-User")

WHEREAS

(A) The End-User has identified a need for expert Services as defined in the Specification(s).

(B) The Agent will put forward a list of Suppliers for the End-User's consideration and provide the services of those Suppliers to the End-User if requested to do so by the End-User.

IT IS HEREBY AGREED THAT

1. Interpretation

- 1.1. Agreed Sum means the sum defined in Clause 4 of this Agreement.
- 1.2. Specification means the details of the Services to be provided set out in the Schedule to this Agreement and in accordance with Clause 5.1 below.
- 1.3. Supplier means one or more companies supplying the Services in accordance with the Specification.
- 1.4. Services means the services set out in the relevant Specification.
- 1.5. Supplier's personnel includes the Supplier's employees, sub-contractors, agents and substitutes where appropriate.
- 1.6. Original personnel means any personnel who are named in the Schedule as performing the Specified Service or, in the case that no personnel are named in the Schedule, those personnel who commence the performance of the Specified Service.

2. Agreement

- 2.1. In consideration of the payment by the End-User to the Agent of the Agreed Sum, the Agent shall, subject to the terms of this Agreement, provide the End-User with a list of the details of Suppliers who satisfy the conditions laid down in the Specification.
- 2.2. The End-User may select any or all of the Suppliers offered by the Agent. The Agent will then provide the Suppliers to perform the Services detailed in the Specification, subject to the terms and conditions of this Agreement.
- 2.3. The End-User agrees to the Agent advertising each Specification, which the End-User issues to the Agent unless the End-User specifies otherwise in writing.

3. The Agreed Sum

- 3.1. The Agreed Sum shall be as detailed in the specification below.
- 3.2. The Agreed Sum shall be exclusive of any VAT, which may be chargeable.
- 3.3. Other than deductions required by law, the End-User shall pay the Agreed Sum to the Agent without deduction.
- 3.4. The End-User shall meet the Agent's invoice in full within 7 days of receipt.
- 3.5. The Agent is entitled to charge interest to the End-User on any outstanding amounts at the rate of 8% 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 under the terms of this Agreement or by mutual consent.
- 4.2. The terms of this Agreement shall apply, unless both parties agree a variation in writing, whenever the End-User submits a Specification to the Agent. A copy of the varied terms will be given to the End-User stating the date from which such varied terms are to apply.
- 4.3. The End-User may, in its absolute discretion and at any time, withdraw a Specification from the Agent forthwith. This will not terminate the Agreement. The Agent will be entitled to payment for any work done on a quantum merit basis.
- 4.4. Either party shall be entitled to terminate this Agreement forthwith the event that:

- 4.4.1. Either party is in breach of this Agreement and fails to remedy such breach (if capable of remedy) within [2 weeks] of receiving written notice from the other party to do so;
- 4.4.2. The other party goes into liquidation, becomes bankrupt or enters into an arrangement with creditors or members or has a receiver or administrator appointed.
- 4.5 Either party may terminate this Agreement for any reason by giving [4 weeks] notice in writing.

5. End-User's Obligations

- 5.1. The End-User is not obliged to provide the Agent with a minimum or any particular number of Specifications over a period of time or at all or to accept any of the Suppliers put forward by the Agent. The Agent is under no obligation to accept any Specification, which may be offered to the Agent.
- 5.2. Where the End-User requests the Agent to provide a Supplier there will be no direct contractual link between the End-User and the Supplier.
- 5.3. The End-User shall provide the Agent with a clear and precise definition of its requirements relating to each Specification. In particular, the End-User will detail:
 - 5.3.1. The identity and nature of the End-User's business;
 - 5.3.2. The Services which the Supplier is to complete;
 - 5.3.3. The required commencement date;
 - 5.3.4. If appropriate, the expected duration of the specification or a target completion date for the Services;
 - 5.3.5. The minimum qualifications, experience and authorisations required by law and/or a professional body which will be required of the Supplier's personnel;
 - 5.3.6. The fee to be paid by the End-User to the Agent in respect of the work to be carried out by the Supplier (including details of any expenses payable); and
 - 5.3.7. Any potential health and safety risks together with the steps taken to prevent or control such risks.
- 5.4. Throughout the specification, the End-User will provide the Supplier's personnel with all reasonable assistance to enable them adequately to perform their obligations under the Specification.

- 5.5. Where a Supplier has been provided by the Agent, the End-User shall:
- 5.5.1. Be responsible for monitoring the Supplier's performance of the Specification and for reporting any shortcomings to the Agent;
 - 5.5.2. Agree and sign Monthly timesheets provided by the Supplier as a record of the work done by the Supplier's personnel and the End-User's acceptance of that work;
 - 5.5.3. Promptly pay any invoice submitted by the Agent which is based on the agreed timesheets and calculated according to the Specification.
- 5.6. The End-User shall ensure that its staff and premises comply with all relevant legislation or other regulations relating to health and safety matters so as to ensure that the Supplier's personnel are provided with a safe working environment. In this context, the End-User shall:
- 5.6.1. Ensure that valid and adequate Public and Employer's Liability Insurance remains in force throughout the duration of this agreement; and
 - 5.6.2. Ensure that the Suppliers are not prevented from complying with any relevant legislation or regulation.
- 5.7. The End-User acknowledges and accepts that the Supplier has the right to supply one or more substitutes of equivalent expertise to work in place of the original personnel. The End-User has the right to refuse to accept the substitute personnel if, in the reasonable view of the End-User, the substitute personnel have insufficient qualifications or expertise.
- 5.8. Where substitution occurs, the other terms and conditions of this contract, and in particular (but not limited to) the Agreed Sum, will remain unchanged, unless otherwise agreed by both parties in writing.
- 5.9. In the event that the Supplier cannot provide either the original personnel or acceptable substitute personnel, the End-User is entitled to terminate the Specification forthwith.
- 5.10. The End-User has no direct control over or responsibility for the Supplier's personnel. In particular, 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.
- 5.11. The End-User acknowledges and accepts that the Supplier is in business on its own account and therefore may be engaged by other parties simultaneously to its performance of the Specification.

5.12 The End-User warrants that:

- 5.12.1 It shall not provide Specifications where to provide Services pursuant to such specifications would entail the Supplier performing duties of a person on official strike or taking part in other official industrial action;
- 5.12.2 It shall know of no reason why it would be detrimental to the interests of the Supplier for the Supplier to perform the Services; and
- 5.12.3 It shall inform the Agent of any risks to health and safety to the Agent in the performance of the Services and the steps taken to prevent and/or control such risks.
- 5.12.4 If either before or during the course of performing the Services the End-User becomes aware of any reason why the individual(s) performing the Services may not be suitable the End-User shall notify the Agent on that day.

6. Agent's Obligations Where the End-User is dissatisfied

- 6.1. In the event that the End-User is or becomes dissatisfied with a provided Supplier the End-User shall report this to the Agent forthwith.
- 6.2. In the event that the End-User reports its dissatisfaction with a Supplier, the Agent shall take whatever reasonable steps the End-User requires to remedy the situation.
- 6.3. The End-user may require the Agent to terminate the Specification to the Supplier forthwith if the Supplier fails to provide a reasonable level or quality of service or if in the opinion of the End-User it is no longer appropriate for the Specification to remain in force.

7. Performance Requirements of the Agent

- 7.1. 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.
- 7.2. The Agent shall only offer the End-User details of Suppliers who satisfy the Specification.
- 7.3. The Agent shall obtain the Supplier's consent before passing the Supplier's details to the End-User.
- 7.4. The Agent shall ensure that all those Suppliers which it offers to the End-User for consideration have in place adequate Professional Indemnity Insurance, Public Liability and Employers Liability Insurance [e.g. with a minimum level of cover of £1,000,000].

8. Agent's Agreement with Supplier

- 8.1. The Agent shall conclude an agreement with each Supplier selected by the End-User.
- 8.2. The Agent's agreement with the Supplier shall include (without limitation):
 - 8.2.1 A clause transferring the ownership of any intellectual property rights of whatever nature and whether registered or not, which may be created by the Supplier or its personnel in the course of performing the Services, from the Supplier to the End-User;
 - 8.2.2 A confidentiality clause in the form of Clause 10 below;
 - 8.2.3 A substitution clause in the form of Clause 5.7 and 5.8 above;
 - 8.2.4 a warranty from the Supplier that it will ensure that its personnel, 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;
 - 8.2.5 A termination clause in line with 4.3 above, allowing the Agent to bring the Supplier's contract to an end forthwith if the End-User, at the End-User's absolute discretion, requires it;
 - 8.2.6 Details of the Specification provided to the Agent by the End-User, including details of the specification which the End-User requires to be completed, estimates of the numbers of staff and the minimum qualifications and experience which the End-User anticipates will be required of the Supplier's personnel in order for the specification to be satisfactorily completed.

9. Limitations

- 9.1 Except in respect of death or personal injury caused by the Supplier's negligence, or as expressly agreed in writing between the parties, the End-User accepts that the entire liability of the Supplier under or in connection with this Agreement shall not exceed e.g. [total value of contract].
- 9.2 The Agent will select Suppliers for consideration by the End-User on the basis of the details of the Specification and the Supplier's expertise. Therefore the Agent is not and cannot be held responsible for the way in which the Supplier chooses to fulfil the Specification; and shall not be liable to the End-User for the acts or omissions of the Supplier.
- 9.3 The Agent puts the Supplier forward for the End-User's consideration in all good faith and therefore cannot be held to be responsible for any misrepresentations or misleading information provided by the Supplier

concerning the qualifications or experience of the Supplier or their fitness or suitability for the proposed Specification.

- 9.4 Where the End-User explains the detail of the Specification to the Supplier prior to instructing the Agent to provide its services it will not hold the Agent responsible for any failure by the Supplier to deliver according to the Specification.
- 9.5 In the circumstances, the parties agree that it is reasonable for the parties to agree that neither party may be held to be liable to the other in respect of:
- 9.5.1 Any delay, loss, damage, costs, expenses or other claims for compensation arising from any information or instructions supplied by the End-User to the Agent or the Supplier 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;
- 9.5.2 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 Agent; or the End-User allowing a third party to make use of the services provided by the Supplier;
- 9.5.3 Any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, 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) which arises out of or in connection with the performance of the Services by the Supplier or its use by the End-User.

10. Confidentiality

- 10.1 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 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.
- 10.2 This obligation of confidentiality will remain in force beyond the cessation or other termination of this Agreement.
- 10.3 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.

- 10.4 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.
- 10.5 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.

11 General

- 11.1 The relationship between the parties is between independent companies acting at arm's 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.
- 11.2 The Agent shall not be liable to the End-User or be deemed to be in breach of this 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.
- 11.3 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.
- 11.4 The terms of this Agreement or of any Specification provided under this Agreement may only be varied (other than as set out below) where the variation is recorded and agreed in writing by both parties.
- 11.4.1 For the avoidance of doubt, the Supplier may change the personnel carrying out the Services in accordance with Clause 5.7 above;
- 11.4.2 The nature of the Services to be supplied, their timing and/or 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].
- 11.5 Both parties agree that the terms of this Agreement are fair and reasonable in all the circumstances.
- 11.6 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

Supplier:

Services to be performed:

Where services will be performed:

Agreed rate:

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:

Timing or frequency of invoices to be rendered:

This Schedule forms an integral and binding part of the Contract
signed between the Agent and End-User

Signed

_____ (for and on behalf of Agent)

_____ Print Name

_____ (for and on behalf of End-User)

_____ Print Name

_____ (Date)