



Standard Terms and Conditions
Date: May 2022

Contract for XXX Services
Number: [enter]

Between

Supplier	Prosource.it (UK) Ltd
Address	Hilldowntree Business Centre Banchory Devenick Aberdeen AB12 5YL
VAT Number	814507347
Company Registration Number	SC242550
Contact	Stewart Proctor
Phone Number	01224 877782
E-mail address	stewart.proctor@prosource.it

And

Client	
Address	
Company Registration Number	
Contact	
Phone Number	
E-mail address	

AGREEMENT FOR MANAGED RESOURCE SERVICES

This Agreement for [Service](the Agreement) is entered into between the Supplier and the Client on [Date]

WHEREAS:

- A. The Client requires certain expert IT personnel;
- B. The Supplier is in the business of providing expert IT personnel;
- C. The Client wishes to retain the Supplier to provide such personnel.

NOW IT IS AGREED as follows:

1. THE SERVICES

- 1.1 The Supplier hereby agrees to provide expert personnel to the Client (the Services) as more fully described in Schedule 1, to perform certain IT services as instructed by the Client (the Duties), using only such skilled personnel as are described in Schedule 1 (the Personnel), subject to the payment by the Client of the fees set out in Schedule 1 (the Fees) and upon the terms and conditions of this Agreement. Schedule 1 forms part of this Agreement.
- 1.2 The Supplier may change the Personnel from time to time, provided that: (a) the Client shall approve each change and may object on reasonable grounds related to their qualifications and experience; (b) the Supplier remains responsible for sourcing and remunerating such replacement Personnel.
- 1.3 The Personnel shall perform the Duties either remotely, or in such Client offices in and around Newcastle as the Client reasonably requires, and for the hours set out in Schedule 1.
- 1.4 The Client acknowledges that the Supplier is entitled to supply similar services to other parties during the term of this Agreement, provided this does not: (a) create any conflict of interest; (b) compromise the Supplier's ability to deliver the Services to the Client's specification; or (c) give rise to any breach of this Agreement, including but not limited to clause 4 hereof.
- 1.5 The Supplier undertakes that the Personnel will perform the Duties with all due care, diligence and professional skill, and in accordance with the Client's accepted standards, methodologies, and guidelines, however, the Personnel will use their own initiative as to the manner in which the Duties are carried out.
- 1.6 The Supplier and the Personnel will, to the best of their ability, comply with any assignment timetable, targets or requirements regarding progress, delivery or completion of the Duties as may be agreed with the Client.
- 1.7 At the reasonable request of the Client, the Supplier shall provide such tools and equipment as are necessary for the performance of the Duties.
- 1.8 The Supplier and the Personnel will comply with all applicable laws, rules and regulations relating to their statutory obligations in respect of the Client, including data protection, health and safety, and security legislation.

2. DURATION AND TERMINATION

- 2.1 This agreement shall commence on the [date/duration]. A revised Schedule 1 will be issued for each new personnel member added to this agreement.
- 2.2 At the end of the initial engagement, the Client shall be under no obligation whatsoever to offer further work to the Supplier and the Supplier shall be under no obligation whatsoever to accept any further work, if offered.
- 2.3 If services continue to be required after [date], this Agreement shall be assumed to continue on a rolling basis, requiring 30 days notification to terminate services.
- 2.4 The Client may remove Personnel from this contract without notice at any time if any Personnel are deemed by the Client to be guilty of misconduct, unauthorised absence, lack of suitability, lack of technical ability, lack of performance, persistent minor breaches of this contract or of Client rules and regulations, or a material breach of the terms of this Agreement.

3. PAYMENTS AND INVOICING

- 3.1 The Supplier shall submit invoices monthly in arrears for the Services.
- 3.2 The Supplier's payment terms are 30 days from presentation of invoice.
- 3.3 Any timesheet variance to the standard daily rates as set out in Schedule 1 shall be approved by the Client.
- 3.4 All timesheets (or service or project reports as appropriate) and invoices shall be sent for the attention of the Client.
- 3.5 The Supplier shall provide to the Client the relevant banking details prior to the date of the first scheduled payment.
- 3.6 Within 7 working days of the signing of this Agreement the Supplier must supply the Client with a copy of the Supplier's certificate of incorporation and VAT registration (if applicable).
- 3.7 All sums payable by the Client to the Supplier hereunder shall be exclusive of Value Added Tax which shall be charged by the Supplier (where applicable) in addition at the rate in effect on the date of the invoice.
- 3.8 The Supplier shall be solely responsible for all taxes (except for Value Added Tax), deductions and remittances associated with all sums payable by the Client to the Supplier under this Agreement (the "Deductions and Remittances") as required by law. The Supplier shall indemnify and hold harmless the Client against all claims for payment of the Deductions and Remittances.
- 3.9 The Supplier will be responsible for its own expenses incurred in the performance of the Services, save where otherwise agreed. The Client shall reimburse agreed expenses at cost, reasonably incurred by the Supplier in the course of performing the Services, if supported by valid receipts, documentation and Client authorization in the form of a printed name and signature.
- 3.10 The Supplier shall only be entitled to payment for Services that have been performed for the Client. There is no obligation on the Client to require Services on any day, and no obligation on the Client to make payment in

respect of any day on which the Services are not required. There is no entitlement for the Supplier to receive payment in respect of any period when Services are not provided, for whatever reason.

- 3.11 The rates detailed in [schedule] will be subject to an annual inflation/deflation adjustment on the anniversary date of this agreement, following review and agreement between both parties.

4. CONFIDENTIALITY & INTELLECTUAL PROPERTY

- 4.1 The Supplier and the Personnel will keep in the strictest confidence all details of the Services, programmes and systems belonging to the Client, and of the affairs of the Client or of the Client's customers which may come to the knowledge of the Supplier and the Personnel during the course of providing the Services.
- 4.2 All Personnel are bound by a Code of Conduct Agreement with the Supplier, under which the Personnel have agreed to keep confidential all confidential information, trade secrets, patents and copyrights and other legitimate business interests of the Client.
- 4.3 Copyright and any other industrial and intellectual property rights in all work (including all work of a preparatory nature) or developed or created from such work performed by the Personnel for the Client under this Agreement shall belong to the Client.
- 4.4 All Personnel shall sign and abide by any confidentiality or intellectual property undertakings as required by the Client in relation to the Services.
- 4.5 The terms and conditions of this Agreement are confidential. Details to do with remuneration, expenses, Client identity, charge and pay rates or other information related to this Agreement, are not to be disclosed to any third party by the Supplier without the express permission of the Client in writing. This term shall not prevent the Supplier from identifying the Client on the Supplier's Company Profile or on the Personnel's CV, or from disclosing the terms of this Agreement in confidence to its legal, financial, and accountancy advisors.

5. GENERAL

- 5.1 The Supplier shall sign and return this Agreement to the Client within 7 days of the commencement of the Services. Acceptance of any payments relating to this Agreement shall be deemed by the Client as acceptance by the Supplier and the Personnel of all the terms and conditions enclosed herein.
- 5.2 Any alterations made to this Agreement must be in writing and signed by an authorized representative of each party.
- 5.3 Both parties intend and agree that the legal relationship created by this Agreement is one between independent businesses for the provision of independent specialist services. Under no circumstances shall the Supplier, nor any of its Personnel represent themselves or hold themselves out as servants or agents of the Client. No Personnel is or will during this agreement be or become an employee of the Client.

- 5.4 For the duration of this Agreement and for six months thereafter the Client undertakes not to solicit or attempt to hire any of the Personnel directly or through a third party, unless agreed to in writing, and for which agreement the Supplier may charge a reasonable fee.
- 5.5 This Agreement becomes binding on the Supplier on the earlier of (a) the receipt of a relevant and corresponding signed contract from the Client, and (b) the Supplier commencing to provide the Services. The Supplier shall ensure that any Personnel performing of the Duties has the legal right to do so under current Immigration legislation.
- 5.6 This Agreement shall not be assigned or transferred without the prior written consent of the other party. This Agreement and the Schedules attached hereto constitute the entire agreement between Client and the Supplier with regards to the provision of the Services, and shall be governed by the laws of England and Wales, and the parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.
- 5.7 Any notice to be given under this Agreement shall be sent to the relevant party by registered letter or email to the contact and address identified on the cover page.

SCHEDULE 1

Role: Business Analyst
Reporting to: xxxxx

Summary of Role Purpose:

- xxxxx
- xxxxx
- xxxxx

Key Duties and Responsibilities:

- xxxxx
- xxxxx
- xxxxx

Knowledge, Skills and Ability:

- xxxxx
- xxxxx
- xxxxx

Individual supplied: xxxxx

Duration: From dd/mm/yyyy to dd/mm/yyyy

Review: Quarterly – to discuss operational effectiveness and to highlight issues in delivery of Services;
 Annually – to discuss and validate contract terms and conditions

Rate: £xxx per day. This rate will be subject to an annual inflation/deflation adjustment on the 1 May each year, following review and agreement between both parties. Rates shown are exclusive of VAT and are in UK pounds sterling.

Overtime Rates: £xx per hour (Mon – Fri)
 £xx per hour (Sat)
 £xx per hour (Sun)

STANDARD HOURS: Personnel will be provided 8 hours per day, 5 days a week, 46 weeks a year and will attend the required place of work during normal Client working hours, Monday to Friday. On request, additional cover may be provided for training, sickness, vacation, absences cover and all public holidays. The Supplier is responsible for all Personnel employment related payments and benefits, including statutory sick pay, holiday pay, and statutory maternity pay.

OVERTIME: All overtime must be authorised beforehand by the Client representative, however where authorisation cannot be received, the Client representative must be informed of any overtime as soon as they can be contacted.

ADDITIONAL COVER: The Client may upon reasonable notice to the Supplier request Personnel to work outside Standard Hours.

TIMESHEETS: The Supplier shall provide timesheets to Personnel who shall complete a Timesheet for each day worked for the Client, detailing the number of hours worked. The Timesheets will be provided to the Client on a monthly basis in support of the Supplier's monthly invoice.

INSURANCE: The Supplier shall maintain adequate Professional Indemnity, Employer's Liability, and Public Liability insurance (with a minimum value of £3,000,000).

EXPENSES: Expenses incurred with prior client approval, and in accordance with client guidelines and procedures, will be passed directly on at cost.