



**Contract Services**

**Agreement**



## CONTRACT SERVICES AGREEMENT

is made on XXXXXXXXXX

Between:

(1) **EA Consulting Group Ltd** (trading as “**EA Change Group**”), a company registered in England and Wales with registration number 03502053 and whose registered office is at Origin Workspace, 40 Berkeley Square, Bristol, BS8 1HP (the “**Company**”);

and

(2) [**Client Name**], a company incorporated in England and Wales with registration number [Company Number] and whose registered office is at [**Company Registered Address**] (“**The Client**”)

together referred to as the “**Parties**”.

### BACKGROUND

The Client would like the Company to provide resource services for the benefit of the Client in accordance with the new contractual terms and conditions and the Company is willing and able to provide such services in accordance with the terms and conditions as set out in this Agreement (the “**Agreement**”).

The terms of this Agreement are:

### DEFINITIONS AND INTERPRETATION

“**Assignment**” means the services, functions and responsibilities to be performed by the Interim for the period required by the Client as set out in Schedule 1 (Statement of Work) hereto;

“**Client**” means the entity referred to above together with any subsidiary or associated company as defined by the Companies Act 1985 to whom the Interim is supplied or introduced;

“**Company**” means EA Consulting Group Limited (trading as “EA Change Group”) whose registered office is at 2 Oriel Court, 106 The Green, Twickenham TW2 5AG;

“**Data Protection Laws**” means the General Data Protection Regulation (EU) 2016/679 (GDPR), the Data Protection Act 2018 and any applicable statutory or regulatory provisions in force from time to time relating to the protection and transfer of personal data;

“**Deemed Employment**” means an engagement to which Chapter 10 of Part 2 of the Income Tax (Earning and Pensions) Act 2003 applies;

“**Engagement**” means the engagement, employment or use of the Interim on a permanent or interim basis, whether under a contract of service or for services, an agency, license, franchise or partnership arrangement or any other engagement;

“**Exempt Organisation**” means an organisation which is exempt from Part 2, Chapter 10 ITEPA;

“**Inside IR35**” means an Assignment which meets the provisions of Section 61M ITEPA;

“**Introduction**” means the Client’s interview of the Interim in person or by telephone, following the Client’s instruction to the Company to supply an Interim or the passing to the Client of a curriculum vitae or other information which identifies the Interim and which leads to an Engagement of that Interim by the Client;

An introduction remains valid for a period of twelve (12) months from the date of provision of the information or the interview by the Client whichever is later;

“**Introduction Fee**” means the fee payable in accordance with clause 4.2 below and Regulation 10 of the Conduct of Employment Agencies and Employment Businesses Regulations 2003;

**"Interim"** means the person or limited company (including any officer, employee or agent) supplied to the Client by the Company who shall provide services to the Client as an independent contractor under a contract for services and not as an employee of the Client or the Company;

**"ITEPA"** means the Income Tax (Earnings and Pensions) Act 2003;

**"Off-Payroll Rules"** means Part 2, Chapter 10 ITEPA;

**"Outside IR35"** means an Assignment which the Client has determined does not meet the conditions of Section 61M ITEPA;

**"Relevant Period"** means the later of either fourteen (14) weeks from the first day on which the Interim was supplied by the Company to carry out an Assignment for the Client, or eight (8) weeks from the day after the Interim was last supplied by the Company to the Client;

**"Services"** means the services to be provided by the Company to the Client in accordance with the Service Levels;

**"Statement of Work"** means a document in the format set out in Schedule 1 hereto which, once signed by both Parties, shall create and bring into effect a separate contract governed by the terms of this Agreement;

**"Temp to Perm Fee"** means the fee payable by the Client to the Company in accordance with clause 3.8 below;

**"Vetting"** means the standard vetting requirements to be performed by the Company for all Interims fulfilling roles under the Assignment as set out in Schedule 2 (Vetting) hereto.

## 1. THE CONTRACT

- 1.1. These terms constitute the contract between the Company and the Client and regulate the basis upon which the Company supplies Interims to the Client and are deemed to be accepted by the Client by virtue of its request for, Introduction to or Engagement of the Interim.
- 1.2. The Company shall provide to the Client, as soon as these become known, details of the Interim who will carry out the Assignment.
- 1.3. These terms contain the entire agreement between the Parties and no variation or alteration of these terms shall be valid unless approved by a director of the Company in writing and these terms shall prevail over any terms of business or purchase conditions put forward by the Client.
- 1.4. The Client acknowledges that where an Interim is unable to provide any part of the Services for whatever reason, the Interim shall be entitled to send a substitute, or to assign or sub-contract the performance of the Services provided that the Company and the Client are reasonably satisfied that the substitute, assignee or sub-contractor has the required skills, qualifications, resources and personnel to provide the Services to the required standard and the terms of any such substitution, assignment or sub-contract contain the same acknowledgements under the obligations imposed by the agreement between the Interim and the Company (including but not limited to the substitute, assignee or subcontractor passing the security Vetting procedures). In these circumstances, the Client shall not unreasonably withhold or delay any agreement sought for the substitution, assignment or sub-contracting of the Services.

## 2. SERVICES

- 2.1. The Company shall provide the Services to the Client promptly and with reasonable care and skill. The Company shall use its reasonable endeavours to cooperate and provide reasonable assistance to the Client in all matters relating to the Services and shall obtain and at all times comply with and maintain all necessary permits, licences and authorisations required to enter into and perform its obligations under this Agreement.
- 2.2. The Client has the right to monitor and assess on a continuous basis the actions of the Company in relation to this Agreement so that any necessary corrective measures can be taken promptly.

- 2.3. The Company warrants and undertakes to promptly inform the Client in writing of any material changes in circumstances which could have a material impact on the continuing provision of the Services.
- 2.4. The Client confirms that it is not an Exempt Organisation and so acknowledges that where an Interim provides their services, the Client has certain obligations under the Off-Payroll rules. The Client undertakes to advise the Company immediately if it becomes an Exempt Organisation.
- 2.5. To meet the obligations under the Off-Payroll Rules the Client shall give its Status Determination Statement ("SDS") to the Company before the relevant Assignment starts and shall provide reasons in support of its decision. Subject to the Company's compliance with clause 2.7, the Client
  - 2.5.1. acknowledges that if it does not provide a valid SDS the Company may not be able to supply or introduce an Interim to it;
  - 2.5.2. shall respond in full within 7 days to any query about an SDS raised by an Interim providing their services to the Client; and
  - 2.5.3. will review the circumstances of the Assignment from time to time to check whether its SDS remains correct. If the Client reviews the circumstances of the Assignment and the status of the Assignment has changed, the Client must withdraw its existing SDS immediately, stating the reason and date from which the new SDS applies.
- 2.6. The Company agrees to promptly provide the Client with such information, documentation and reasonable assistance as it requires to determine whether the provision of any of the services under this Agreement will result in any Interim who is providing the services being deemed to be in Deemed Employment under IR35/the Off-Payroll Rules and, if the Company does so determine, it agrees that it will comply with its obligations and use reasonable endeavours to ensure that any third party responsible for making any payment of fees to the relevant Interim will comply with their obligations, to deduct and account for tax and national insurance contributions from the fees it pays to the Interim.
- 2.7. The Company shall promptly inform the Client of any material change to any information or documentation previously provided in compliance with clause 2.6 and shall promptly provide any other information or documentation that it considers (or ought reasonably to consider) to be materially relevant to determining whether the Interim is deemed to be in Deemed Employment.

### 3. CHARGES

- 3.1. The Company and the Client have agreed the daily charge rate for individual roles as stated in the individual Statement of Work for a successfully placed Interim. The charges are calculated by reference to the number of days (as applicable) worked by the Interim, however the minimum duration for any Assignment shall be one (1) day.
- 3.2. At the end of an agreed period (no less than one (1) week and no greater than one (1) calendar month) of the Assignment (or, where the Assignment is for a period of less than one (1) week or is completed before the end of a week, at the end of the Assignment) the Client shall sign the Company's Timesheet verifying the number of days worked by the Interim during that week. The Client shall be responsible for ensuring that only authorised members of its staff signs Timesheets on its behalf.
- 3.3. Signature of the Timesheet by the Client constitutes acceptance that the Interim's services have been provided for the days indicated and that such services have been satisfactory. Failure to sign the Timesheet does not alter the Client's obligation to pay the charges in relation to the hours worked.
- 3.4. The Client shall retain the original signed copy of the Timesheet and provide a copy for the Company. If a Timesheet is not provided by the Company, this does not constitute a reason for the non-payment of the invoice in relation to the hours worked.
- 3.5. The charges may also include the Company's expenses for pre-authorised travel outside of London, hotel expenditure, or other expenses as may have been agreed with the Client or, in the event of disagreement, such expenses as are deemed to be reasonable.

- 3.6. If an Interim is requested to work at weekends or public holidays or at any time in addition to the agreed standard days, then any overtime must be approved by a line manager of the Client and confirmed to the Company prior to work taking place including any changes to the charge rates initially agreed for the Assignment to be carried out during standard days.
- 3.7. The Company will only process overtime claims that have followed the correct procedure, have correctly been recorded separately in the overtime sheet and have been properly communicated to the Company by the authorised persons.
- 3.8. If the Client engages an Interim who is supplied by the Company and then desires that such supplied Interim take on a permanent role as an employee within that same entity, then the Client shall pay to the Company a Temp to Perm Fee of 20% of the annual commencing gross taxable remuneration payable by the Client to that Interim. The Client shall pay this fee to the Company regardless of the duration of engagement of such Interim with the Client.
- 3.9. Any additional Fees are to be agreed on the individual Statement of Work.

#### 4. INVOICING

- 4.1. The charges will be invoiced to the Client on a monthly basis and are payable within 14 days of the Invoice Date. The Company reserves the right to charge interest on any amount due and outstanding after 14 days from the Invoice Date and up to and including the date of payment at a rate of 2% per annum above the base rate of the Bank of England. Such interest will accrue and be compounded monthly from the due date for payment until the date upon which the obligation of the Client to pay the sum is discharged.
  - 4.1.1. If a dispute arises in relation to a rendered invoice the Client has 14 calendar days from the invoice date to raise the dispute with the Company. The Client will notify the Company of any such dispute via email detailing the amount and reasons for dispute. If no dispute is received within 14 calendar days then clause 4.1 will apply and interest will be charged for outstanding amounts.
  - 4.1.2. All parties commit to resolve such dispute within 14 calendar days from the date on which the dispute is raised.
  - 4.1.3. Where the dispute is resolved within 14 calendar days of the date on which the dispute is raised payment shall be made by the Client as per clause 4.1 above. Where the dispute is resolved after 14 calendar days from the date on which the dispute was raised the Client shall pay the amount of the invoice in question immediately.
- 4.2. The Company may assign to a third party the right to render invoices and collect and receive payments.

#### 5. TRANSFER FEES

- 5.1. In the event of the Engagement of an Interim supplied by the Company either (1) directly by the Client or (2) by the Client pursuant to being supplied by another employment business, within the Relevant Period the Client shall be liable to either:
  - a) Subject to electing upon giving seven (7) days' notice, an extended period of hire of the Interim being 20 weeks during which the Company shall be entitled to the charges set out in clause 3.1 above for each day the Interim is so employed or supplied, or
  - b) A Transfer Fee calculated as follows: 20% of the salary applicable during the first six (6) months of the Engagement or, if the actual amount of the salary is not known, the daily charges referred to in clause 2.1. No refund of the Transfer Fee will be paid in the event that the Engagement subsequently terminates. VAT is payable in addition to any fee due.

#### 6. INTRODUCTIONS

- 6.1. Introductions of Interims are confidential. The disclosure by the Client to a third party of any details regarding an Interim introduced by the Company which results in an Engagement with that third party

within six (6) months of the Introduction renders the Client liable to payment of the Company's fee as set out in clause 6.3 below with no entitlement to any refund.

- 6.2. If the Interim introduced is found to be employed by the Client and the Client have failed to notify the Company of the employment, be it in a temporary or permanent or contract basis and be it for any role within the organisation and be it for any period, within twelve (12) months of the Introduction, then the Company has the right to charge an Introduction Fee calculated as a percentage of the commencing annual salary.
- 6.3. The fee payable under clause 6.2 above shall be calculated as an amount equal to 20% of the annual commencing gross taxable remuneration payable by the Client to the Interim. Where the amount of the annual commencing remuneration is not readily ascertainable, the fee will be calculated as a multiple of 16 times the normal daily rate at which the Interim was last engaged by the Client (or, where there was no Assignment, at the normal daily rate which the Company would have charged for an Assignment). Such introduction fee is also subject to VAT.
- 6.4. The right to charge this fee will be applicable for a period of twelve (12) months from the initial date of the Introduction of the Interim, whether directly or indirectly introduced. It is the responsibility of the Client to advise the Company of the employment of the Interim within a period of no later than seven (7) days. If the Interim is employed in any capacity and the Company is not notified within the terms agreed an invoice will be raised and calculated on the expected salary and the Client will have no entitlement to a refund or replacement in the event that the said Engagement terminates for any reason.
- 6.5. The Client agrees to notify the Company within seven (7) days of any Engagement having taken place.

## **7. RELATIONSHIP BETWEEN THE PARTIES**

- 7.1. The Company is an employment business within the meaning of the Regulations and nothing in this Agreement shall constitute the relationship of employer and employee or a partnership between the Company and the Interim.

## **8. INFORMATION TO BE PROVIDED**

- 8.1. The Company acknowledges its obligations to obtain information in relation to the Interim including evidence of the Interim's identity, eligibility to work, and of its experience, training and qualifications that may be appropriate or required by law, a professional body and/or the Client required in connection with the Assignment. The Company will conduct appropriate recruitment in order to ensure that the Interims meet the required expected or minimum requirements and that they have passed the security Vetting procedures. The Company will not engage anyone in connection with any of the Assignments for the Client who has not passed the requisite recruitment security and Vetting procedures.
- 8.2. Where the Company is unable to comply fully with the requirements of this paragraph, the Company shall seek written approval from the Client as to the suitability of the checks that have been carried out and the results of them prior to the individual being employed or engaged in relation to the contract with the Client. The Client shall be entitled to give or withhold such approval at its discretion. If the Client withholds such approval the Company shall not employ or engage the individual in relation to the contract with the Client.

## **9. LIABILITY AND INDEMNITY**

- 9.1. Neither the Company nor any of its staff shall be liable to the Client for any loss, injury, damage, expense or delay incurred or suffered by the Client arising directly or indirectly from or in any way connected with the Introduction or supply of an Interim to the Client or with any failure by the Company to introduce or supply an Interim for all or part of the period of the Assignment or from the negligence, dishonesty, misconduct or lack of skill of the Interim.
- 9.2. For the avoidance of doubt, neither the Interim nor the Company exclude liability for death or personal injury arising from their own negligence; data breach; fraud or fraudulent misrepresentation; or other liability which cannot be limited or excluded by applicable law.

- 9.3. Interims supplied by the Company are engaged under contracts for services. Interims are not the employees of the Company but are deemed to be under the supervision, direction and control of the Client from the time they report to take up duties and for the duration of the Assignment. The Client will comply in all respects with all statutes where applicable, including, for the avoidance of doubt, the Working Time Regulations, Health and Safety at Work Act etc, by-laws, codes of practice and legal requirements to which the Client is ordinarily subject in respect of the Client's own staff including in particular the provision of adequate Employer's and Public Liability Insurance cover, where applicable, for the Interim during all Assignments.
- 9.4. Failure of the Interim to meet the requirements of the Client for all or any of the purposes for which it is required by the Client; any act or omission of an Interim, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise; and any loss, injury, damage, expense or delay incurred or suffered by an Interim; provided that nothing in this clause 9 shall exclude or restrict the liability of the Company to the Client for death or personal injury resulting from negligence or for fraudulent misrepresentation or in any other circumstances where liability may not be so limited under any applicable law.
- 9.5. The Client's total liability whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited to one hundred per cent (100%) of the total charges for the prior 12 months paid and payable by the Client under the relevant Statement of Work.
- 9.6. Neither party shall have any liability arising under or in connection with this Agreement (whether arising in contract, tort, negligence, misrepresentation or otherwise) for:
- 9.6.1. indirect or consequential losses
  - 9.6.2. loss of goodwill or reputation; or
  - 9.6.3. loss of profit, revenue or business.

## 10. TERMINATION

- 10.1. The Client undertakes to assess the Interim(s) assigned to it sufficiently to ensure the Client's satisfaction with skills and standards of workmanship but if the services of the Interim prove to be unsatisfactory the Client shall be entitled to terminate the Assignment without notice during the first 10 (ten) working days of the Assignment.
- 10.2. The client or Company, unless otherwise specified, may at any time upon notice of 4 weeks terminate an assignment
- 10.3. Notwithstanding the sub-clause 10.2 of the Agreement, the Client may terminate an Assignment at any time by written notice with immediate effect where;
- 10.3.1. the Interim has committed any serious or persistent breach of any of its obligations under this Agreement;
  - 10.3.2. the Interim fails to provide the Services in a professional manner and with all proper skill and care, or is in material breach of any of the items expressed in an Agreement as the Interim's responsibility;
  - 10.3.3. the Client reasonably believes that the Interim has not observed any condition of confidentiality applicable to the Client from time to time;
  - 10.3.4. the Interim becomes insolvent, dissolved or subject to a winding up petition;
  - 10.3.5. the Interim is guilty of any fraud, dishonesty or unprofessional behaviour;
  - 10.3.6. the Client has reason to believe that the Interim has not complied with the requirements of the ITEPA or the NICs Legislation;
  - 10.3.7. if performance of the Services is prevented by the incapacity of the Interim's and such incapacity continues for a period of more than one (1) week and the Interim is unable to provide a replacement member of its Staff acceptable to the Client for the duration of such incapacity;
  - 10.3.8. without prior arrangement the Interim does not provide Services for the Assignment for more than five (5) working days in any consecutive period of twenty (20) working days;



10.3.9. in the Clients reasonable opinion, the conduct of the Interim is likely to prejudicially affect the Clients

10.4. The Client may terminate this Agreement with immediate effect in the event of a material breach by the Company, or the Company becomes insolvent, dissolved or subject to a winding up petition.

10.5. The Client may terminate this Agreement at any time upon no less than thirty (30) days' prior written notice to the Company.

10.6. On termination or expiry of this Agreement; all existing Statement of Works shall terminate automatically.

10.7. Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

## 11. CONFIDENTIALITY

11.1. The Company shall ensure that the Interim shall enter into an agreement to confirm that all information obtained about the Client during an Assignment shall remain confidential and that all systems developed during the course of an Assignment for the Client shall belong to the Client.

11.2. All information relating to an Interim is confidential and subject to the Data Protection Laws and is provided solely for the purpose of providing work-finding 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 data at all times. In addition, information relating to the Company's business 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 or unless such information is required by Law and or Regulation as stipulated in relation to the current Data Protection Laws. For the purposes of current Data Protection Laws the Company is the Data Controller and the Client is the Data Processor. The Data Controller and the Data Processor undertake to comply with the provisions of current Data Protection Laws.

11.3. Personal Data provided by the Company to the Client in relation to Interims must be processed as required by the current Data Protection Laws. For Interims whom the Company has introduced to the Client and whom do not commence an Assignment the Client agrees to delete all applicable Personal Data within two (2) weeks of the decision not to proceed with or engage the Interim.

## 11. LAW AND JURISDICTION

These terms are governed by English law and shall be subject to the exclusive jurisdiction of the English Courts.

Signed as acceptance of the engagement based on the conditions above:

Signed for and on behalf of **EA Consulting Group Ltd:**

Signed for and on behalf of **[Client Name]:**

Signed:

Signed:

Print Name:

Print Name:

Title:

Title:

Date:

Date:



## SCHEDULE 1: STATEMENT OF WORK

This is a Statement of Work between **[Client Name]** (The “**Client**”) and **EA Consulting Group Ltd** trading as “EA Change Group” (The “**Company**”) and forms part of the terms of the Agreement between **[Client Name]** (Registered company no.) and EA Consulting Group Limited (registered company no. 03502053).

Client Project Co-ordinator	
Supplier Project Manager	James McNicol, Managing Director
Master Schedule Reference Number	
Named Resource (if applicable)	
PO Number	[PO to be advised]
Services description	
Deliverables description	
Start date:	
End date:	
Extension Charges (inc. Milestone Dates for payment, specific invoicing arrangements)	Net Charge Rate = <b>£XXX per day</b> Maximum working days: <b>XXX</b> Total maximum charge <b>£XXX plus VAT @ 20% = £XXX</b>
Notice Period	Either party may terminate this Agreement by giving 2 weeks written notice.

This Statement of Work (SoW) shall, when signed by Client and ea Change Group, be incorporated into the Agreement.

**For and on behalf of  
Client Name**

Signed:

Name:

Title:

Date:

**For and on behalf of  
ea Consulting Group Ltd**

Signed:

Name:

Title:

Date:

## SCHEDULE 2: VETTING

The table below provides the standard vetting requirements to be performed for all Interims fulfilling roles under each Assignment:

ID	Vetting Requirement
1	ID Verification
2	Passport verification
3	Financial sanctions database checks
4	Criminal Record Check
5	3 year referencing
6	Companies House Check