

Contract (Supplier-Client)

for the Supply of Services by a Service Provider

This Agreement is made the []

BETWEEN

- A **[Evisa Solutions Limited]** a company incorporated in England & Wales
(registration number 04671940) of
[111 Charmouth Road St Albans, Herts., AL14SG] ('the Supplier'), and
B [] of [] ('the Client').

AGREEMENT

The Supplier agrees to supply and the Client agrees to engage the Services specified in the Schedule [] to be provided by the Service Provider named therein, and on the basis of the Supplier's Terms of Business (Supplier-Client) for the supply of Services by a Service Provider (as attached).

The Charge Rate for the engagement as specified in the Schedule is [] per professional day (7-10 hours) plus VAT, payable within 15 days of monthly invoice.

SIGNING PROVISIONS

On behalf of **the Supplier** by
(Authorised Signature)

Title: DirectorDate:.....

On behalf of **the Client** by
(Authorised Signature)

Title:Date:.....

Terms of Business (Supplier–Client)

for the supply of Services by a Service Provider

1. Definitions and Preliminary

- 1.1 'Contract' means a contract between the Supplier and the Client for specific services to be performed by a Service Provider, and comprising (in order of priority) a Schedule, any other document expressly referred to therein, and these Terms. A Contract referencing these terms is governed only by these terms and by no others, except where both parties expressly agree in writing. All changes must be agreed in writing.
- 1.2 Unless otherwise clear from the context, references to 'Client' (other than where contractual obligations are imposed) include any named End-Client.
- 1.3 'EAA' means the Employment Agencies Act 1973, and 'Employment Supplier' and 'Employment Business' have the meanings defined by the EAA. 'Conduct Regulations' means the Conduct of Employment Agencies and Employment businesses Regulations 2003. 'Opted Out' means agreement made between Service Provider and a person to be engaged on the Services, notified to the Supplier, and having the effect that the Conduct Regulations do not apply in relation to an introduction or engagement.
- 1.4 These terms govern introductions which may be made by the Supplier of supplier staff or independent professionals to the Client, with a view to engagements through the Supplier for the performance of specified services. These terms also govern engagements for such services. By entering discussions with a person introduced by the Supplier, or by allowing the commencement of services, the Client accepts these Terms.
- 1.5 Any Contract for the performance of specified services is conditional on the Supplier contracting unconditionally with the Service Provider for the Services.

2. Service Provider Responsibilities

- 2.1 The Services will be provided by the Service Provider as specified in the Schedule, with reasonable skill and care, and so far as is reasonably practicable within any agreed timescale.
- 2.2 The Service Provider is a professional, answerable for key milestones and for deliverables, and responsible for exercising initiative as to the delivery of the Services. A Contract does not give the Client the right or power to direct or control the daily activities of the Service Provider or any person engaged on the Services. The Service Provider is responsible for:
 - 2.2.1 maintaining adequate Professional Indemnity, Employer's Liability, and Public Liability insurance of at least the Required Insurance Cover, and for providing evidence thereof on request
 - 2.2.2 providing its own reference materials, administrative support, and equipment where required (other than where use of the Client's equipment is required for reasons of security, because it is specialised, or because the Client's equipment is itself the object of the Services)

- 2.2.3 devising appropriate working strategies and providing the Services independently, in a professional manner, with all proper skill and care, and in accordance with accepted professional standards methodologies and guidelines, and with all notified specifications and procedural requirements for the Project
 - 2.2.4 rectifying at its own cost any defective Services notified within the Defect Warranty Period
 - 2.2.5 maintaining and providing any necessary qualifications, authorisations, and training
 - 2.2.6 complying with all notified IT, telecommunications, security, and Health and Safety policies, and with any other relevant legislative requirements
 - 2.2.7 giving the Client reasonable notice of any periods when Services will not be provided
 - 2.2.8 taking and being accountable for all appropriate decisions in relation to all aspects of the performance of the Services.
- 2.3 Where a Schedule names any personnel who are to provide the Services, the Service Provider is responsible for maintaining reasonable continuity, but reserves the right under its contract with the Supplier to substitute other personnel of equivalent expertise. The Client has the right to refuse to accept Services from substitute personnel on reasonable grounds related to security, qualifications or expertise. No additional charge will be made for any handover period, and the Service Provider remains responsible for Services performed on its behalf.

3. Client Responsibilities

- 3.1 The Client has no responsibility for the Service Provider or any person engaged on the Services, other than (a) as specifically provided for under a Contract, and (b) such responsibilities as are generally owed to the public at large.
- 3.2 The Client is responsible for:
 - 3.2.1 giving the Service Provider such cooperation and access as are reasonably necessary for the proper performance of the Services
 - 3.2.2 informing the Service Provider if on any day the Services are not required.
 - 3.2.3 ensuring that all relevant Health & Safety policies are disclosed to the Service Provider.

4. Copyright and Intellectual Property Rights

- 4.1 'Deliverable' means a work produced by the Service Provider in the course of Services for delivery to the Client. It is the Service Provider's responsibility to clarify with the Client whether in the interests of saving time and cost any pre-existing works are to be used in the production of any Deliverable. Where pre-existing works are incorporated in any Deliverable, the Client has non-exclusive irrevocable world-wide royalty free licence to use modify and distribute such pre-existing works, but only as part of the Deliverable; all other rights in the pre-existing works are reserved. Subject thereto, all rights in any Deliverable will pass to the Client, and it is the Service Provider's responsibility to provide a formal assignment thereof on request by the Client.

- 4.2 It is the Service Provider's responsibility to indemnify the Client against liability as a result of alleged infringement of third party rights by a Deliverable, provided the Client notifies the Service Provider of any relevant third party rights promptly on such rights becoming known to or suspected by the Client.

5. Confidentiality

Each party will keep any confidential information disclosed by the other secret. Neither party may use or take advantage of any such confidential information without the discloser's consent, even after the end of this Agreement. This obligation does not apply to (i) information known to the receiver before disclosure by the other party, or (ii) information which becomes public knowledge without fault on the part of the receiver, or (iii) disclosures made to the extent required by some applicable legal or regulatory requirement. It is the Service Provider's responsibility to provide any reasonable confidentiality agreement required by the Client.

6. Charges and Payment

- 6.1 Where the Schedule shows Service Reports are required, a Client authorised representative must authorise by signing (or electronically, where such procedures have been agreed) Service Reports every Invoicing Period. If the Client has any cause for dissatisfaction with performance of the Services it must note the relevant Service Report accordingly, and promptly provide any requested further details. The Supplier may invoice on the basis of authorised Service Reports.
- 6.2 The Supplier may suspend provision of Services whilst any payment is overdue, and whilst more than 7 days overdue may also terminate for material breach.

7. Termination

- 7.1 A Contract may be terminated
- 7.1.1 by either party giving the other written notice of the Notice Period specified in the Schedule.
 - 7.1.2 by the Client by Immediate Notice, if the Service Provider fails to provide the Services in accordance with these terms, provided the Client gives full written details and such further cooperation as the Supplier reasonably requires; the Client acknowledges that such right to terminate is the Client's sole remedy against the Supplier for any such failure, without prejudice to any rights it may have against the Service Provider.
 - 7.1.3 by either party by Immediate Notice, if the other is in material breach of contract, or is in breach of contract and fails to remedy the breach within fourteen days of being required in writing to do so, or if the other becomes insolvent or ceases to carry on business, or if any preliminary step is taken towards the other's liquidation winding up receivership or administration (other than for *bona fide* reconstruction or amalgamation).
 - 7.1.4 by the Supplier by Immediate Notice, if the contract under which the Supplier has engaged the Service Provider's services terminates (for whatever reason), or if in the Supplier's reasonable opinion it is under a legal obligation to terminate.
- 7.2 Immediate Notice means notice to terminate with immediate effect, and shall be effective however communicated, provided confirmed in writing as soon as reasonably practicable.
- 7.3 Any rights or obligations of a continuing nature shall survive termination.

8. Liability

- 8.1 The Supplier will take reasonable care in selection for any particular engagement, and the Supplier has no reason to believe any information presented to the Client to be untrue. The parties agree that the Client's own knowledge of its requirements is greater, and that it is therefore the Client's sole responsibility to satisfy itself as to skills and suitability of the Service Provider. By allowing the commencement of services the Client acknowledges that it has satisfied itself as to such skills and suitability.
- 8.2 The Client acknowledges and agrees that where the Service Provider is engaged to perform the Services as specified in the Schedule as an independent professional, the Service Provider is not under the control of the Supplier; and therefore that the Supplier is not itself liable for any acts defaults or omissions of the Service Provider or any such person whilst performing the Services.
- 8.3 Neither party enters a Contract on the basis of or relying on any representation, warranty or other provision except as expressly provided in writing, and all other terms implied by statute or common law are excluded so far as legally permitted. Liability or remedy for innocent or negligent misrepresentation is excluded.
- 8.4 Liability is neither limited nor excluded for death or personal injury, or otherwise where it would be unlawful to do so. Subject thereto,
- 8.4.1 liability is excluded for consequential loss or damage of any kind or for loss of profit, business, revenue, goodwill or anticipated savings
 - 8.4.2 the total liability of the Service Provider and any person providing Services on its behalf in respect of a risk required by a Contract to be insured is limited to the amount of the Required Insurance Cover in respect of that risk
 - 8.4.3 these limitation and exclusion provisions shall operate for the benefit of all potentially liable persons.

9. Employment obligations and third party rights

- 9.1 The relationship governed by a Contract is neither that of agent-principal, nor that of employer-employee; no person providing Services will be the employee of the Client.
- 9.2 The Supplier will keep the Client indemnified (a) in respect of any legitimate claim or demand made by the proper authorities for all taxes, national insurance or social security contributions, in respect of payments made for the services performed by the Service Provider, and (b) against any claims that may be made by any person providing Services under employment-related legislation, unless the Client has sought to exercise the rights of an employer towards such person.
- 9.3 The terms of the Supplier's contract with the Service Provider expressly provide for the Client (but not an End-Client) to have the benefit of the Service Provider's commitments therein and (where appropriate) to take legal action directly against the Service Provider. Any agreement between the Supplier and the Service Provider to rescind or vary a Contract in a way which affects the Client's rights is therefore conditional on the Client's consent.
- 9.4 The Supplier confirms (a) that a contract in these terms accurately reflects all provisions in the Supplier's contract with the Service Provider and which are intended to be binding on the Client, and (b) that no provision in the Supplier's contract with the Service Provider will be inconsistent with the intended relationship (as expressed in

this contract) between the Service Provider and the Client. Any differences between this contract and the terms of the Supplier's contract with the Service Provider represent commercial risk and benefit accepted by the Supplier, and not additional terms intended to be binding on the Client.

10. Protection of Supplier's Business

- 10.1 Where an introduction or engagement is Employment Business and not 'Opted Out',
 - 10.1.1 if the Service Provider agrees, the Client may before the end of the Relevant Period (a) engage from the Supplier on the terms offered the services of a Service Provider who has not yet provided Services; and (b) re-engage from the Supplier on the same terms as hitherto a Service Provider who has provided Services
 - 10.1.2 the Client will not during the Relevant Period engage (a) a Service Provider (or any person who has provided Services on its behalf), or (b) any person who has been introduced by the Supplier, other than under a contract with the Supplier
 - 10.1.3 'Relevant Period' means 14 weeks following introduction, where there has been no engagement; otherwise, the longer of (a) the period until 14 weeks after the First Date, and (b) the period until 8 weeks after the Last Date ('First' and 'Last' meaning the dates services were first and last provided by the Service Provider under a Contract but, in the case of the First Date, disregarding any period before any interruption of more than 42 days in the provision of Services).
- 10.2 Otherwise, the Client will not during a Contract or within six months following the later of introduction or the end of the most recent Contract engage a Service Provider (or any person introduced or who has provided Services on its behalf), other than under a contract with the Supplier.
- 10.3 An introduction is deemed made on the Supplier providing the Client with sufficient information for the Client to identify the person introduced, unless the Client already has a connection with such person and so informs the Supplier within 7 days, and (if requested) provides documentary evidence.

11. General

- 11.1 **Force majeure:** If a party is obstructed in performing any of its obligations by an event outside its reasonable control, then performance to the extent obstructed is suspended for so long as the obstruction continues. Whilst performance has been suspended for more than 7 days, either party may terminate the Contract by immediate written notice.
- 11.2 **Waiver:** Failure to enforce any of these terms is not a waiver of a party's rights and shall not prejudice its rights to take action in respect of the same or any later breach.
- 11.3 **Severability:** Any part of a Term which is wholly or partially void, invalid, or unenforceable shall be severed from the remainder (which remains enforceable).
- 11.4 **Notices:** Any notice to be given by either party to the other shall be in writing, may be sent by recorded delivery, and shall be deemed served 2 days after posting.
- 11.5 **Law:** These terms are governed by the laws of England & Wales, whose courts shall have sole jurisdiction in relation to all matters arising.