

G Cloud 15 Support Service Terms



Terms of business with NAME for the supply of a consultancy service

THE PARTIES

- (1) SARAX LIMITED (a company incorporated in England and Wales with company number 04354064) whose registered office is at Zenza, Thibet Road, Sandhurst, GU47 9AR, United Kingdom ("Sarax"); and
- (2) NAME (registered company no. NUMBER) ("the Client"). For the avoidance of doubt the Client shall also include any subsidiary or associated person, firm or corporate body (as the case may be) to whom the Consultancy is provided.

RECITALS

- (A) **Sarax** carries on the business of undertaking consultancies or providing services to clients of **Sarax**. The Client has instructed **Sarax** to supply Consultants to provide certain services, as specified in the attached schedules ("**the Schedules**") ("**the Consultancy Services**").
- (B) **Sarax** will undertake to provide the Consultancy Services to the Client on the terms and subject to the conditions of this Agreement, number XXX.

IT IS AGREED as follows:

1 DEFINITIONS

1.1 In this Agreement the following definitions apply:

"Assignment"	Means the period during which Sarax provides the Consultancy Services to the Client;
"Charges"	Means the charges as notified to the Client at the commencement of the Assignment and which may be varied by Sarax from time to time during the Assignment, with the prior agreement of the Client. The charges are comprised of the Consultancy Fees, and any travel, hotel or other disbursements as may have been agreed with the Client or, if there is no such agreement, such expenses as are reasonable;
"Conduct Regulations"	Means the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (as amended);

“Consultant”	Means the person, firm or corporate body Introduced to the Client by Sarax to carry out an Assignment (and save where otherwise indicated, includes Consultancy Staff and any third party to whom the provision of the Consultancy Services is assigned or sub-contracted with the prior approval of the Client);
“Consultancy Service(s)”	Means the Consultant undertaking the service for the Client
“Consultancy Fees”	Means the fees payable to Sarax for the provision of the Consultancy Services;
“Consultancy Staff”	Means any officer, employee or representative of the Consultancy supplied to provide the Consultancy Services;
“Engagement”	Means any engagement, employment or use of the Consultancy’s services or the services of any Consultancy Staff, directly by the Client or by any third party to whom they have been introduced by the Client on a permanent or temporary basis, whether under a contract of service or for services, an agency, licence, franchise or partnership arrangement, or any other engagement or through another employment business; and “Engage”, “Engages” and “Engaged” shall be construed accordingly;
“Introduction”	Means (i) the passing to the Client of a curriculum vitae or information which identifies the Consultancy or Consultancy Staff or (ii) the Client’s interview of a Consultancy or Consultancy Staff (in person, by telephone or by any other means), following the Client’s instruction to Sarax to undertake a Consultancy; or (iii) the supply of a Consultancy; and, in any case, which leads to an Engagement of that Consultancy or Consultancy Staff; and “Introduces” shall be construed accordingly;
“Introduction Fee”	Means the fee payable by the Client in accordance with clause 7;
“Remuneration”	Includes gross base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, the benefit of a company car and all other payments

taxable, (and, where applicable, non-taxable) payable to or receivable by the Consultancy for services rendered to or on behalf of the Client. Where a company car is provided, a notional amount of £3,000 will be added to the sums paid to the Consultancy in order to calculate **Sarax's** fee.

- 1.2 Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.
- 1.3 The headings contained in this Agreement are for convenience only and do not affect their interpretation.

2 THE CONTRACT

- 2.1 This Agreement together with the Schedules ("**Agreement**") constitutes the contract between **Sarax** and the Client for the supply of the Consultancy Services by **Sarax** to the Client, and is deemed to be accepted by the Client by virtue of its request for, interview with, or Engagement of a Consultancy or the passing of any information about the Consultancy to any third party following an Introduction.
- 2.2 This Agreement contains the entire agreement between the Parties and unless otherwise agreed in writing by a Director of **Sarax** shall prevail over any terms of business or purchase conditions (or similar) put forward by the Client.
- 2.3 This Agreement is deemed to be accepted by the Client by virtue of its request for the supply of a Consultancy, Engagement of a Consultancy or the passing of any information about the Consultancy to any third party following an Introduction.
- 2.4 Subject to Clause 5.2 no variation or alteration to this Agreement shall be valid unless the details of such variation are agreed between a Director of **Sarax** and the Client and are set out in writing and a copy of the varied terms is given to the Client stating the date on or after which such varied terms shall apply.
- 2.5 The Client acknowledges that the Consultancy and the Consultancy Staff carrying out the Assignment have opted out of the Conduct Regulations and further that any person to whom the performance of the Consultancy Services has been assigned or sub-contracted has opted out of the Conduct Regulations and that none of the Conduct Regulations apply to any Assignments governed by this Agreement.
- 2.6 The Client acknowledges that the Consultancy may supply any of the Consultancy Staff to perform the Consultancy Services and where the Consultancy is unable to provide any part of the Consultancy Services for whatever reason the Consultancy shall be entitled to assign or sub-contract the performance of the Consultancy Services provided that **Sarax** and the Client are reasonably satisfied that the assignee or sub-contractor has the required

skills, qualifications, resources and personnel to provide the Consultancy Services to the required standard and that the terms of any such assignment or sub-contract contain the same obligations imposed by the agreement between the Consultancy and **Sarax**.

- 2.7 The Client acknowledges that the Consultancy shall be permitted to determine how it will provide the Consultancy Services and will have the flexibility to determine the number of hours required and the times worked, to complete the Consultancy Services, subject to the Consultancy complying with any reasonable operational requirements of the Client. The Consultancy will be at liberty to determine the location at which it will provide the Consultancy Services, but where the Consultancy Services are undertaken at the Client's site, the Consultancy will comply with any reasonable requirements relating to working hours, and any other operational requirements in relation to the Client's site.

3 INFORMATION TO BE PROVIDED

- 3.1 Prior to the commencement of the Assignment, or if this is not practical, upon commencement of the Assignment, **Sarax** will send to the Client the information set out in Schedule 1 including:
- 3.1.1 The identity of the Consultancy and the Consultancy Staff supplied by the Consultancy to carry out the Assignment;
 - 3.1.2 Details of the Consultancy Services to be provided;
 - 3.1.3 The Charges; and
 - 3.1.4 The length of notice that the Client would be entitled to give and receive to terminate the Assignment.
- 3.2 The Client shall on completion of the Assignment agree with **Sarax** a written statement of the Consultancy Services to be used as publicity for the purposes of **Sarax**, naming both parties as participants in the Consultancy Services.

4 VERIFICATION OF EXECUTION OF THE CONSULTANCY SERVICES

- 4.1 At the end of each month of the Assignment (or at the end of the Assignment where the Assignment is for a period of less than 1 month or is completed or finished before the end of a month), the Client shall verify the execution of the Consultancy Services by acknowledgement of a form (or email) provided to the Client for this purpose.
- 4.2 Verification by the Client of the execution of the Consultancy Services constitutes acceptance by the Client that the Consultancy Services have been provided satisfactorily and in accordance with this Agreement. Failure to verify execution in writing does not affect the Client's obligation to pay the Charges in

respect of the work done. In the event that the Client is dissatisfied with the work performed by the Contractor the provisions of clause 8 below shall apply.

5 CHARGES

- 5.1 The Client agrees to pay the Charges. VAT is payable at the applicable rate on the entirety of the Charges.
- 5.2 **Sarax** reserves the right to vary the Charges agreed with the Client, by giving written notice to the Client, in order to comply with any additional liability imposed by statute or other legal requirement or entitlement.
- 5.3 The Charges are invoiced to the Client on a monthly basis and are payable within 30 days.
- 5.4 **Sarax** reserves the right to charge interest under the Late Payment of Commercial Debts (Interest) Act 1998 on invoiced amounts unpaid by the due date at the rate of 8% per annum above the base rate from time to time of the Bank of England from the due date until the date of payment.
- 5.5 The Client's obligations under this clause 5 shall be performed without any right of the Client to invoke set-off, deductions, withholdings or other similar rights.

6 PAYING THE CONSULTANCY

- 6.1 **Sarax** is responsible for paying the Consultancy Staff.

7 INTRODUCTION FEES

- 7.1 The Client shall be liable to pay **Sarax** an Introduction Fee where **Sarax** Introduces the Consultancy Staff to the Client and:
 - 7.1.1 The Client Engages the Consultancy Staff or any Consultancy Staff either directly or through another Employment Business within a period of 8 weeks from the termination of the Assignment in respect of which the Consultancy or Consultancy Staff was supplied, or if there was no supply, 12 weeks of the Introduction of the Consultancy by **Sarax** to the Client; or
 - 7.1.2 Where the Client introduces the Consultancy Staff to a third party and such introduction results in an Engagement of the Consultancy or any Consultancy Staff by the third party within 8 weeks from the date of the introduction by the Client to the third party.
- 7.2 The Introduction Fee will be at 15 % of the Remuneration payable to the Consultancy Staff. Where the amount of the Remuneration payable to the

Consultancy Staff is not known, the Introduction Fee will be calculated by multiplying the Monthly Charges by 1.8.

- 7.3 No refund of the Introduction Fee will be paid in the event that the Engagement subsequently terminates.
- 7.4 VAT is payable in addition to any Introduction Fee due.

8 TERMINATION OF THE ASSIGNMENT

- 8.1 Either party may terminate the Assignment by giving to the other party in writing the period of notice specified in Schedule 1.
- 8.2 Notwithstanding the provisions of clause 8.1 the Client may terminate the Assignment forthwith by notice in writing to **Sarax** where:
 - 8.2.1 The Consultancy has acted in breach of any statutory or other reasonable rules and regulations applicable to them while providing the Consultancy Services; or
 - 8.2.2 The Client reasonably believes that the Consultancy has not observed any condition of confidentiality applicable to the Consultancy from time to time; or
 - 8.2.3 The Client is dissatisfied with the Consultancy's provision of the Consultancy Services.
- 8.3 **Sarax** may terminate an Assignment forthwith by notice in writing if:
 - 8.3.1 The Client is in wilful or persistent breach of its obligations under this Agreement and where the breach is capable of being remedied, fails to remedy the breach within 7 days of receiving written notice from **Sarax** to do so; or
 - 8.3.2 The Client fails to pay any amount which is due to **Sarax** in full and on the date that the payment falls due; or
 - 8.3.3 The Client is dissolved, ceases to conduct all (or substantially all) of its business, is or becomes unable to pay its debts as they fall due, is or becomes insolvent or is declared insolvent, or convenes a meeting or makes or proposes to make any arrangement or composition with its creditors; or
 - 8.3.4 An administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the Client; or
 - 8.3.5 An order is made for the winding up of the Client, or where the Client passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation or amalgamation where the

resulting entity will assume all the obligations of the other party under this Agreement); or

- 8.3.6 (Where the Client is an individual) the Client dies, or as a result of illness or incapacity becomes incapable of managing his or her own affairs, or is the subject of a bankruptcy petition or order.

9 CONFIDENTIALITY AND DATA PROTECTION

- 9.1 All information relating to a Consultancy is confidential and where that information relates to an individual is also subject to the Data Protection Act 2018 ("DPA", which incorporates GDPR) and is provided solely for the purpose of providing Consultancy 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 DPA in receiving and processing the data at all times. In addition information relating to Sarax'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.

10 INTELLECTUAL PROPERTY RIGHTS

- 10.1 All copyright, trademarks, patents and other intellectual property rights deriving from the provision of the Consultancy Services by the Consultancy or any third party to whom the Consultancy Services are assigned or sub-contracted for the Client during the Assignment shall belong to the Client, save such rights as may be expressly owned or retained by the Consultancy and set out in Schedule 1 to this Agreement. Accordingly Sarax shall use its reasonable endeavours to ensure that the Consultancy shall (and any relevant member of the Consultancy Staff shall) execute all such documents and do all such acts in order to give effect to the Client's rights pursuant to this clause.

11 LIABILITY

- 11.1 Whilst reasonable efforts are made by **Sarax** to give satisfaction to the Client by ensuring reasonable standards of skills, integrity and reliability from the Consultancy and to provide the same in accordance with the Assignment details as provided by the Client, no liability is accepted by **Sarax** for any loss, expense, damage, costs or delay arising from the failure to provide a Consultancy for completion of the Assignment or from the negligence, dishonesty, misconduct or lack of skill of the Consultancy or if the Consultancy terminates the Assignment for any reason. For the avoidance of doubt, **Sarax**

does not exclude liability for death or personal injury arising from its own negligence or for any other loss which it is not permitted to exclude under law.

- 11.2 The Client shall advise **Sarax** of any special health and safety matters about which **Sarax** is required to inform the Consultancy and about any requirements imposed by law or by any professional body, which must be satisfied if the Consultancy is to fill the Assignment. The Client will comply in all respects with all relevant statutes, by-laws, codes of practice and legal requirements including the provision of adequate Public Liability insurance in respect of the Consultancy.
- 11.3 The Client shall indemnify and keep indemnified **Sarax** against any costs, claims damages, expenses or liabilities incurred by **Sarax** arising out of any Assignment or arising out of any non-compliance with and/ or as a result of any breach of this Agreement by the Client.

12 NOTICES

- 12.1 All notices which are required to be given in accordance with this Agreement shall be in writing and may be delivered personally or by first class prepaid post to the registered office of the party upon whom the notice is to be served or any other address that the party has notified the other party in writing, by email or facsimile transmission. Any such notice shall be deemed to have been served: if by hand when delivered, if by first class post 48 hours following posting and if by email or facsimile transmission, when that email or facsimile is sent.

13 SEVERABILITY

- 13.1 If any of the provisions of this Agreement shall be determined by any competent authority to be unenforceable to any extent, such provision shall, to that extent, be severed from the remaining provisions, which shall continue to be valid to the fullest extent permitted by applicable laws.

14 GENERAL

- 14.1 Save as provided in this clause, the benefit of any work undertaken by **Sarax** including any copyright or intellectual rights of any kind in such work shall respectively be and remain the property of the Client and **Sarax** shall procure that the appropriate Consultancy Staff will sign all documents reasonably required for verification of such rights; rights existing in the method, technique and knowhow of **Sarax** shall remain the property of **Sarax**;
- 14.2 This agreement is not intended to and does not create or reflect a contract of employment between any two parties referred to and there is no implied restraint upon the Consultancy Staff or **Sarax** in providing services, not in conflict with the Client's interests, to any other party, nor does this agreement

confer any obligation upon any party to provide or accept further work during the course of this agreement or following the Termination Date or upon **Sarax** to integrate into the Client or End User workforce;

- 14.3 Even though this agreement may have been terminated, any clause intended to have effect following termination, shall survive and continue in effect; each portion of this agreement, defined by punctuation and paragraphs, is separate, distinct and severable and to give meaning to the intention of the Parties the Court may modify any portion that may otherwise be void; subject thereto, any void portion may be severed and the remaining provisions shall continue in force;.

15 GOVERNING LAW AND JURISDICTION

- 15.1 This Agreement is governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.

Signed for and on behalf of NAME

I confirm I am authorised to sign this Agreement on behalf of NAME.

Date

Signed on behalf of Sarax