



Agreement for the Supply of Services

COMPANY NAME LTD

Agreement for the Supply of Services

This Agreement is made on xxx, xx xxxx 20xx

BETWEEN

1. xxx, a company incorporated in England & Wales under number xxx and whose registered office is at xxx (the “**Client**”); and
2. Stable Resources Limited, a company incorporated in England & Wales under number 04312513 and whose registered office is at Stable Studios, 1 Talbot St, Pontcanna, Cardiff CF11 9BW (the “**Supplier**”).

WHEREAS

- (A) The Supplier is in the business of providing a tailored resourcing and project delivery service that delivers solution architects, technical project managers, design consultants, senior IT consultants and support engineers (the “**Supplier’s Personnel**”) or managed projects in line with set specification in areas of interest to the Client (the “**Services**”).
- (B) The Client wishes to obtain and the Supplier wishes to provide such Services on the terms set out in this Agreement.
- (C) From time to time, the Client wishes to engage the Services of the Supplier in the performance of one or more separate projects, each separate project to be detailed within an individual specification, a template of which is attached at Schedule 1 hereto (the “**Specification**”). This template may differ to the final documentation and is for guidance only.
- (D) This Agreement will have effect for each of the projects for which the Supplier and Client contracts for under a Specification, notwithstanding that the Services of the Supplier may not be engaged continuously by the Client or at all.

IT IS HEREBY AGREED THAT

1. Agreement

1.1 In consideration of the Client agreeing to engage the Supplier, the Supplier shall provide to the Client the Services as detailed within a Specification.

1.2 The Client is under no obligation to offer engagements to the Supplier and the Supplier is under no obligation to accept any engagements which may be offered by the Client. Neither party wishes to create or imply any mutuality of obligation between themselves either in the course of, or between, any contract for Services.

2. Charges and Payment

2.1 In consideration of the provision of the Services by the Supplier, the Client shall pay certain charges, which shall for each Specification, be detailed as an agreed sum in the template rate card form set out at Schedule 2 hereto (an “**Agreed Sum**”) and shall exclude any applicable VAT.

2.2 The Supplier shall submit invoices in the agreed form to the Client at the intervals detailed within each Specification. If no intervals are specified, the Supplier shall invoice the Client at the end of each calendar month for Services performed during that month.

2.3 The Client shall pay each invoice submitted to it by the Supplier within 30 calendar days of receipt to a bank account nominated in writing by the Supplier.

2.4 If the Client fails to make a payment due to the Supplier by the due date, then the Supplier is entitled to charge interest to the Client on the overdue sum at the rate of 1% 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 payment, whichever the earlier.

2.5 If the Client disputes a payment in good faith, then the interest payable under clause

2.6 is only payable after the dispute is resolved, on sums found or agreed to be due, from the due date until payment

3. Duration and Termination

3.1 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. The terms of this Agreement shall apply whenever the Supplier consents to the Client offer of work unless both parties agree a variation in writing.

3.2 The Client may at any time before the Supplier has commenced work under a Specification, withdraw a Specification from the Supplier forthwith. This will not terminate this Agreement as between the Client and Supplier.

3.3 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

3.3.1 the other party is in material breach of this Agreement which breach is irremediable or fails to remedy such breach within ten (10) days of receiving written notice from the other party to do so;

3.3.2 the other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent

with it having the intention or ability to give effect to the terms of this Agreement;
or

3.3.3 the other party goes into liquidation, becomes bankrupt or enters into an arrangement with creditors or members or has a receiver or administrator appointed.

3.4 In addition, the Client may terminate this Agreement with immediate effect by giving written notice to the Supplier where:

3.4.1 the Supplier fails to perform the tasks required with all reasonable skill; or

3.4.2 the Supplier fails to maintain any required security clearances.

3.5 The Client may terminate this Agreement by giving ten (10) calendar days' notice in writing to the Supplier if the Client has determined (for whatever reason) it is no longer appropriate for the Agreement to continue in force.

3.6 The Supplier may terminate this Agreement by giving the Client ten (10) calendar days' notice in writing if In the Supplier's reasonable opinion, it is no longer appropriate for the Agreement to continue in force or where the Client remains in default of any agreed upon payments due to the Supplier following dispute resolution and has failed to remedy that default within thirty (30) calendar days of receiving a written demand.

4. Client's Obligations

4.1 The Client shall provide the Supplier with a copy of the Specification to allow the Supplier to decide whether it wishes to be put forward for consideration by the Client. The Client will ensure that the Specification includes the following detail as a minimum:

4.1.1 the number of Supplier's Personnel required;

4.1.2 the minimum qualifications and experience required of each of the Supplier's Personnel;

4.1.3 the rate to be paid for each of the Supplier's Personnel;

4.1.4 details of the project which the Supplier's personnel will be assigned to by the Client;

4.1.5 the required commencement date; and

4.1.6 the expected duration of the project or a target completion date for the project.

4.2 The Client will allow a reasonable duration for the Supplier to agree to the offer of work.

4.3 The Supplier shall retain ultimate responsibility for the Supplier's Personnel however, the Client 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, unless appropriate in the circumstances, be subject to, or to the right of, supervision, direction or control as to the manner in which they render those Services.

4.4 The Client will ensure that any agreement with an End-Customer does not preclude the use of the Supplier's Personnel.

5. Client's Role

5.1 The Client is responsible for meeting the Supplier's own invoices promptly whether or not the Client has received funds from the End-Customer, unless such End-Customer has reported reasonable dissatisfaction with the Supplier's Personnel, in which case an investigation should occur with the potential for a dispute resolution process in relation to the respective invoice should it be reasonably required.

5.2 In the event that the End-Customer reports its dissatisfaction with the Supplier's Personnel to the Client, the Client shall report this forthwith and may require the Supplier to take whatever reasonable steps are necessary to remedy the situation. If the situation is not capable of remedy or if the Client is obliged to do so, the Client may terminate this Agreement in accordance with the terms stated above.

5.3 Stable, as a Microsoft Cloud AI Solutions Partner, will apply to Microsoft to enable Claiming Partner of Record (CPOR), Digital Partner of Record (DPOR), Cloud Solutions Provider (CSP) or Partner Admin Link (PAL) relationship(s) for services provided. This may require Stable to create a 'Proof of Execution' document that must be signed by the Client, or, link the clients tenant to our Partner Centre to ensure recognition is received. This is to evidence completed works only and is entirely dependant on the type of works what method is used.

6. Supplier's Obligations

6.1 A Supplier will only consent to being put forward for consideration for work where the Supplier is satisfied:

6.1.1 that the Supplier's Personnel possess the required knowledge and expertise as detailed in the Specification; and

6.1.2 it can meet the timetable described in the Specification.

6.2 Where the Supplier has been selected by the Client, the Supplier shall:

6.2.1 comply and ensure that the Supplier's Personnel complies with the Specification unless agreed otherwise in writing with the Client;

6.2.2 submit weekly timesheets in a form agreed by the Client to provide a record of the work done by the Supplier's Personnel during the relevant period.

6.3 The Supplier shall:

6.3.1 ensure that it maintains valid and adequate Public and Employer's Liability Insurance throughout the duration of this Agreement; and

6.3.2 ensure that the Supplier and the Supplier's Personnel comply with any relevant legislation or regulations relating to the Specification or the working environment.

6.4 Where the Supplier wishes to meet other commitments which entail any absence from delivering the Specification, or the use of a substitute, the Supplier shall ensure

that the Client is given reasonable notice and the Client shall have a reasonable right of refusal.

6.5 The Supplier shall have the right to supply one or more substitutes of equivalent expertise to work in place of the original Supplier's Personnel, providing the Client gives its written consent in advance, such consent not to be unreasonably withheld. The Supplier acknowledges that the Client has the right to refuse to accept the substitute personnel if, in the view of the Client, the substitute personnel have insufficient qualifications or experience.

6.6 Where substitution occurs, the other terms and conditions of this Agreement, and in particular (but not limited to) the rate to be paid for the Supplier's Personnel and the timetable of the Specification, will remain unchanged.. For the avoidance of doubt, the Supplier shall be responsible for the payments and expenses of the substitute Supplier's Personnel.

6.7 In the event that the Supplier cannot provide either the original Supplier's Personnel or an acceptable substitute Supplier's Personnel, the Client is entitled to terminate this Agreement forthwith.

6.8 While the Supplier may be engaged by other third parties during the course of this Agreement, the Supplier undertakes not to accept engagements which could result in the Supplier supplying goods or services to a competitor of the Client where this could have a commercially harmful effect on the Client.

7. Warranties and Intellectual Property

7.1 The Supplier warrants that all and any information regarding the Supplier's and the Supplier's Personnel expertise, experience and qualification provided to the Client is complete and accurate and up to date.

7.2 The Client warrants to the Supplier that the agreement between the Client and the End-Customer reflects the terms of this Agreement in all material respects.

7.3 The Supplier warrants that it will, when utilising any of its own equipment or intellectual property in carrying out the engagement, ensure that any security requirements reasonably required by the Client are complied with.

7.4 The Supplier warrants that any intellectual property rights of whatever nature and whether registered or not, which may be created by the Supplier in the course of performing the Specification, will be transferred from the Supplier to the Client.

8. Limitation of liability

8.1 Except in respect of death or personal injury caused by the Supplier's negligence, or as expressly agreed in writing between the parties, the Supplier's total liability to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited to the total annual charges (calculated by reference to the charges in successive 12-month periods from the date of this Agreement) paid and payable by the Client under this Agreement.

8.2 The Client uses the Supplier's services in all good faith and therefore cannot be held to be responsible to the Supplier for any misrepresentations or misleading information provided by the End-Customer concerning the qualifications or experience required of the Supplier's Personnel for the Specification.

8.3 The parties agree that neither party may be held to be liable to the other in respect of:

8.3.1 any delay, loss, damage, costs, expenses or other claims for compensation arising from any information or instructions supplied by the Client 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 Client;

8.3.2 any loss, damage, costs, expenses or other claims for compensation arising from the Client making use of the Supplier's Services for any purpose not clearly disclosed to the Supplier in the Specification or from the Client allowing a third party to make use of the services provided by the Supplier; or

8.3.3 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 indirect, special or consequential loss (whether caused by the negligence of the Client or Supplier, their servants or agents or otherwise) which arises out of or in connection with the performance of the Specification by the Supplier or its use by the Client.

9. Confidentiality

9.1 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. Either party is entitled to demand the return of all copies of any such documents or other materials and data or other information within four weeks by giving the other party written notice.

9.2 This obligation of confidentiality will remain in force beyond the cessation or other termination of this Agreement.

9.3 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.

9.4 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.

9.5 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.

10. Data protection

10.1 Both parties will comply with all applicable requirements of UK data protection legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (namely the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended).

10.2 The parties acknowledge that the Client is the controller and the Supplier is the processor.

10.3 The Supplier shall, in relation to any personal data processed in connection with the performance by the Supplier of its obligations under this Agreement:

10.3.1 process that personal data only on the documented written instructions of the Client unless the Supplier is required by applicable laws to otherwise process that personal data. Where the Supplier is relying on the laws of a member of the European Union or European Union Law as the basis for processing personal data, the Supplier shall promptly notify the Client of this before performing the processing required by the applicable laws unless those applicable laws prohibit the Supplier from so notifying the Client;

10.3.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

10.3.3 ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and

10.3.4 not transfer any personal data outside of the European Economic Area unless the prior written consent of the Client has been obtained and the Client or the Supplier has provided appropriate safeguards in relation to the transfer and the data subject has enforceable rights and effective legal remedies;

10.3.5 assist the Client, at the Client's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the data protection legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

10.3.6 notify the Client without undue delay on becoming aware of a personal data breach;

10.3.7 at the written direction of the Client, delete or return personal data and copies thereof to the Client on termination of the agreement unless required by applicable law to store the personal data; and

10.3.8 maintain complete and accurate records and information to demonstrate its compliance with this clause.

11. General

11.1 The relationship between the parties is one of independent suppliers 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.

11.2 The Client shall not be liable to the Supplier or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Client's obligations under this Agreement, if the delay or failure was due to any cause beyond the Client'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 where the variation is recorded and agreed in writing by both parties.

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 nonexclusive jurisdiction of the English Courts.

This Agreement has been entered into on the date stated at the beginning of it.

Signed by xxx

for and on behalf of xxx

Position

xxx

Signed by xxx

for and on behalf of **Stable Resources Limited**

Position

xxx

Schedule 1 – Template Specification

This Specification dated [redacted] is entered into by and between [redacted], a company incorporated in England under number [redacted] and whose registered office is at [redacted] (the “**Client**”); and Stable Resources Limited, a company incorporated in England under number 04312513 and whose registered office is at Stable Studios, 1 Talbot St, Pontcanna, Cardiff CF11 9BW (the “**Supplier**”) and is a Specification under the overarching agreement for the supply of services as entered into between Client and Supplier on _____ (the “**Agreement**”).

Pursuant to the terms of the Agreement, and for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged by the parties hereto, the parties agree as follows:

General Terms

This Specification, together with the Agreement and any schedules hereto, represents the entire agreement between the parties with respect to the subject matter hereof. This Specification shall be governed by the terms and conditions of the Agreement, except as supplemented or explicitly modified herein, which are hereby incorporated herein by this reference. Any capitalised terms used in this Specification that are defined in the Agreement shall have the meaning ascribed to them in the Agreement.

Project Overview

[Insert description of project requirements].

Specific Services and Deliverables

[Insert description of any specific services and deliverables].

Term

This Specification will commence on [insert date] or the date the Supplier’s Personnel begins providing the Services, whichever is earlier. This Specification will expire on [insert date] or later if mutually agreed by the parties in writing.

Agreed Sum

The parties agree to the charges for the relevant Supplier’s Personnel applicable to this Specification, as detailed in attached rate card.

This Specification has been entered into on the date stated at the beginning of it.

Signed by 

for and on behalf of 

Position




Signed by 

for and on behalf of Stable Resources Ltd




Schedule 2 – Template Rate Card

Details of relevant Supplier's Personnel:

[Insert relevant details]

Cost of labour

- Daily Rate: [£xxx]
- No of Days: [X]
- Total Fees will not exceed: [X]

Expenses

- Expenses are included in the day rate assuming most of the work is performed remotely.
- Allowance of an induction day at Client's offices has been made by the Supplier.