

MASTER SERVICES AGREEMENT relating to “Recruit, Train and Deploy” Service Provision

Between:

- 1) [CFG]
- 2) [CLIENT]

Dated [Insert Date]

This SERVICES AGREEMENT is made on [Insert Date] **between**

- (1) [Client] whose place of business is at [insert registered or business address] (hereafter referred to as the “Client”); and
- (2) [CFG SUBBRAND] (company number: [●]) whose place of business is at [3rd Floor 20-24 Old Street, London, England, EC1V 9AB] (hereafter referred to as “CFG”).

WHEREAS

- (A) The Client wishes to engage CFG for the provision of Recruit, Train and Deploy services.
- (B) CFG has expertise and experience in the provision of such services and wishes to provide the Services on the terms of this Services Agreement.

IT IS AGREED

1. INTERPRETATION

- 1.1 As used herein, the following terms shall have the following meanings (unless the context otherwise requires):

[Addendum means an “Addendum to Services Agreement”, substantially in the form set out in Schedule 3;]

CFG Intellectual Property means any Intellectual Property Rights in proprietary tools, processes and/or other materials or products developed by CFG prior to or independently from the provision of the Services;

Contract Charges means all and any monies (exclusive of any VAT) due to CFG and payable by the Client for the performance of the Services under this Services Agreement in accordance with the provisions hereof, including, for the avoidance of doubt, all fees and expenses set out in Schedule 2;

Client Policies means the policies of the Client concerning its staff and other policies to be adhered to by staff using the facilities and/or equipment of the Client;

Data Controller has the meaning set out in the UK GDPR;

Data Processor has the meaning set out in the UK GDPR;

Data Protection Legislation means all applicable laws relating to the protection of Personal Data including the Data Protection Act 2018, the Privacy and Electronic Communication (EC Directive) Regulations 2003, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000, the Directive 2002/58/EC on Privacy and Electronic Communications, all as amended, restated or replaced from time to time or any successor legislation thereto and any national implementing laws regulations and secondary legislation, as amended or updated from time to time, in the UK and including the UK GDPR (as defined below) and any successor legislation thereto;

Data Subject means an identified or identifiable natural person to whom Personal Data relates;

Estimated Contract Value means £[VALUE];

Force Majeure means an occurrence beyond the control and without the fault or negligence of the party affected and which the said party is unable to prevent or provide against by the exercise of reasonable diligence including, but not limited to: acts of God, expropriation or confiscation of facilities, any form of government intervention, war, hostilities, rebellion, terrorist activity, local or national emergency (including an emergency service to a hospital), sabotage or riots, and floods, fires, explosions or other catastrophes. Force Majeure does not include:

- (a) failure to adequately to test any equipment supplied by a third party or other service component prior to installation, or any consequence of any such failure; or
- (b) strikes or other industrial action; or
- (c) failure to secure materials or resources; or
- (d) any events which could be reasonably foreseen by either Party having regard to their obligations under this Services Agreement;

Group Company means, in relation to a Party, regards any company, a company which is from time to time a Parent Undertaking or a Subsidiary Undertaking of that company or a Subsidiary Undertaking of any such Parent Undertaking (as such term is defined in section 1162 of the Companies Act 2006;

Intellectual Property Rights means any and all intellectual or industrial property rights of whatever description in any country (whether registered or registerable or not) including without limitation copyright (including but not limited to all rights in and to databases and data), moral rights design rights and registered designs, patents, patent applications and any rights to inventions, know-how, trade and business names, trade secrets, logos and devices, trade and service marks and any applications therefore and all rights in confidential information, and any similar rights available throughout the world;

Personal Data has the meaning set out in the UK GDPR;

Processing has the meaning set out in the UK GDPR;

Reportable Breach means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed;

Restricted Areas means all countries, territories and/or regions in which CFG or its Group Companies conducts its business from time to time;

Relevant Location means [Bristol];

RTD Personnel means an individual who has participated in and completed in an educational programme operated by CFG and has been identified to be deployed to the Client as further described in this Services Agreement;

Services Agreement means the agreement between the Client and CFG comprising this document including the clauses, the schedules, and any variations or amendments;

Service Commencement Date means [Insert Commencement Date];

Service Fee means the elements of the Contract Charges payable in respect of the Services as set out in Schedule 2;

Services means the services that CFG will perform under the terms of this Services Agreement as set out in Schedule 1 and as may be varied pursuant to clause 5;

Special Category Data means Personal Data that reveals any of the characteristics set out in Article 9 of the UK GDPR;

Supervisory Authority means the independent public authority established by the relevant member state of the European Union pursuant to Article 51 of the UK GDPR;

UK GDPR has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018;

VAT means the value added tax (in the UK) or a similar local tax as imposed by similar local legislation as applicable; and

Working Day means Monday – Friday, excluding public holidays within the country from which Services are provided.

2. **TERM**

The term of this Services Agreement is for [24] months from the Service Commencement Date unless terminated earlier in accordance with clause 16 (such period being the “**Term**”).

3. **THE SERVICES**

- 3.1 CFG shall perform the Services in accordance with the terms of this Services Agreement during the Term.
- 3.2 The Client reserves the right at its sole discretion to decide whether to interview or engage, through CFG, any RTD Personnel, and accordingly the Client accepts any and all liabilities associated with making these decisions.

4. **UNDERTAKINGS**

CFG undertakes that:

- 4.1 the Services shall be supplied and rendered by adequate numbers of appropriately experienced, qualified and trained personnel and in a timely and professional manner, and to the reasonable satisfaction of the Client;
- 4.2 the Services shall be performed in compliance with all applicable laws, enactments, orders, regulations and other similar instruments in force and binding upon CFG, relevant to the country into which the Services are provided;
- 4.3 it shall obtain and maintain during the Term all licences, consents and permits required to perform the Services in compliance with all applicable laws, enactments, regulations, standards or other similar instruments;
- 4.4 it will use reasonable efforts to procure that the provision of the Services will not cause CFG or the Client through the actions of CFG to infringe the Intellectual Property Rights of any third party; and
- 4.5 it shall use reasonable efforts to ensure that RTD Personnel comply with the Client Policies, provided that all such Client Policies are communicated in writing to CFG upon the Service

Commencement Date or before, and any variations to policies made subsequently are also communicated in writing,

provided that it shall not otherwise be responsible for monitoring or regulating the conduct of the RTD Personnel.

5. CONTRACT CHANGE CONTROL

- 5.1 Where the Client requests, or CFG proposes any material change to the Services Agreement, the proposing party shall submit a written proposal outlining the nature of the change proposed and the expected effects (if any) on the Services of the proposed material change.
- 5.2 Any proposal for a material change to the Services (or other variation to this Services Agreement) or for the provision of additional Services shall be set out in writing to the fullest extent possible and addressed to the relevant party's representatives.
- 5.3 Where the Parties agree to a material change proposal to this Services Agreement, the Parties shall record the change in an Addendum substantially in the form set out in Schedule 3, which shall be signed by an authorised representative of both parties and such signature shall constitute authorisation for CFG to proceed with the material change proposal. Such written agreement shall be considered a revision to this Services Agreement. For the avoidance of doubt, both parties agree that no material changes to this Services Agreement will be effective without a signed Addendum.

6. INSURANCE

- 6.1 CFG has insurance with a reputable insurance company covering property damage, business interruption and general liability insurance to protect its own business interests.
- 6.2 CFG shall provide details of its insurances as the Client shall reasonably require from time to time and without prejudice to the generality of the foregoing CFG shall supply copy insurance certificates to the Client upon written request by the Client.

7. CONTRACT CHARGES

- 7.1 In consideration for the provision of the Services, the Client will pay the Contract Charges to CFG.
- 7.2 All invoices issued by CFG must be paid in full within **[14]** days following the date of such invoice. If CFG has not received the Contract Charges or any other amounts due to CFG under this Services Agreement in full by the due date, CFG may suspend the Services or terminate this Services Agreement. CFG accepts payment via BACS only.
- 7.3 All payments of Contract Charges must be made in GBP and are exclusive of VAT and other taxes where applicable, unless explicitly stated. Any currency conversion costs or other charges incurred in connection with the payment of Contract Charges are to be paid by the Client in addition to the Contract Charges. No deduction from the Contract Charges for such costs or charges will be made.
- 7.4 If the Client does not make any payment to CFG by the due date, CFG may charge interest to the Client on the overdue amount at the rate of 4% per annum. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgement. The Client shall pay CFG interest together with any overdue amount.

- 7.5 All amounts due from the Client to CFG under this Services Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding of any kind (except for any deduction or withholding of tax as required by law).
- 7.6 In the event that the Client wishes to query an invoice, it shall contact CFG promptly. The Client shall not have to pay any interest until the dispute is resolved, provided that CFG shall charge the Client interest on correctly invoiced sums from the original due date.

8. RTD PERSONNEL HIRE

- 8.1 Should the Client employ or engage RTD Personnel during the Term or solicit or entice away or attempt to solicit or entice away (or authorise the taking of any such action by any other person) RTD Personnel:

8.1.1 during the Term; or

8.1.2 where this Services Agreement has been terminated prior to the end of the Term pursuant to clause 16, prior to the date on which the Term would otherwise have elapsed,

CFG will be entitled to charge the client an amount equal to the Estimated Contract Value less any Service Fees already paid by the Client to CFG pursuant to this Services Agreement.

9. INTELLECTUAL PROPERTY

- 9.1 Nothing in this Services Agreement shall have the effect of assigning to CFG any of the Client's Intellectual Property Rights nor is it intended to affect CFG's ownership of (i) materials used or developed by CFG independently of the Services; and (ii) CFG's generic methodologies, tools, technology or processes which may be used by it (but, for the avoidance of doubt, not developed by it in its performance of the Services) which shall, together with any Intellectual Property Rights therein, continue to vest exclusively in, and be the property of, CFG.
- 9.2 For the avoidance of doubt, CFG shall not use any Client Intellectual Property Rights without the prior written consent of the Client.
- 9.3 All Intellectual Property Rights in the Client's Confidential Information and any other documents, assets, designs or data provided to CFG by or on behalf of the Client pursuant to this Services Agreement shall remain vested in and the property of the Client or licensed to the Client, as appropriate. the Client hereby grants to CFG a non-exclusive royalty free licence for the duration of the Term to use such Intellectual Property Rights as may reasonably be required in connection with the performance of the Services under this Services Agreement.
- 9.4 Any CFG Intellectual Property shall be the property of CFG and shall vest on creation in CFG. If and to the extent any Intellectual Property Rights in materials or products created by CFG in connection with the Services contains Confidential Information of the Client, the Client hereby grants an irrevocable royalty free global license to CFG to retain and use such Confidential Information for internal business purposes only, provided that CFG shall maintain the confidentiality of any such Confidential Information under clause 10.

10. CONFIDENTIALITY UNDERTAKINGS

- 10.1 Subject to clause 11, both parties undertake to treat and maintain as confidential all information obtained by it during the course of CFG tendering for, or the performance of, this Services Agreement or which may come into its possession or the possession of its officers, employees, agents, or advisers as a result of or in connection with the tender process, or performance of, this

Services Agreement. The categories of information to which this restriction relates to is all information which a party has designated (orally or in writing) as being confidential or which the receiving party should reasonably have understood to be confidential by reason of its content, the circumstances of its disclosure or otherwise ("**Confidential Information**").

- 10.2 Both parties undertake to inform its relevant staff, employees, agents or advisers who have access to Confidential Information of the confidential nature of such information and that failure to comply with the obligations of confidentiality imposed upon both parties hereunder may result in disciplinary and/or legal proceedings (as appropriate).
- 10.3 Except with the prior written consent of the other, neither party will disclose the Confidential Information of the other or any part thereof, nor permit the use of such information or any part thereof by any third party other than an officer, employee, agent, or adviser of CFG or the Client and/or any of their associated companies ("**Representatives**") and then only to the extent that such disclosure or use is necessary for the performance of the Services; in which case, both parties shall ensure that such information is treated as confidential to a standard commensurate with the standard imposed by this clause 10 by the person to whom it is further disclosed.
- 10.4 Each party shall indemnify the other party for any and all loss or damage incurred by the other party as a result of any breach by the indemnifying party or its Representatives, of any of its or their obligations under clauses 10 or 11 (including any breach of the confidentiality undertaking described above).

11. **EXCLUSIONS AND EXCEPTIONS TO CONFIDENTIALITY UNDERTAKINGS**

The provisions of clause 10.1 shall not apply to any information which:

- 11.1 is in or enters into the public domain other than by breach of this Services Agreement or any obligation of confidence owed to either party by the other; or
- 11.2 in the possession of either party without any obligations of confidence in relation to use or disclosure before the date of receipt pursuant to this Services Agreement; or
- 11.3 is authorised for release by the written consent of either party given to the other; or
- 11.4 is required to be disclosed by law.

12. **FORCE MAJEURE**

- 12.1 Neither party will be liable for any default or delay in performance of its obligations under this Services Agreement if and to the extent the default or delay is caused, directly or indirectly, by a Force Majeure event.
- 12.2 When a Force Majeure event has occurred, the non-performing party will be excused from further performance of the obligations affected for as long as the circumstances prevail, and the non-performing party continues to use all reasonable efforts to recommence performance whenever and to whatever extent reasonably possible without delay. Any party so delayed in its performance will immediately notify the party to whom performance is due and describe at a reasonable level of detail the circumstances causing such delay.

13. **DATA PROTECTION**

- 13.1 The parties record their intention that in respect of any Personal Data that may be provided to CFG by the Client pursuant to CFG's provision of the Services, the Client shall be the Data

Controller and CFG shall be a Data Processor for the purposes of the Data Protection Legislation. Accordingly, the Client represents and warrants that:

- 13.1.1 all Personal Data (including Special Category Data) the Client provides or makes available to CFG has been lawfully obtained in accordance with applicable Data Protection Legislation, and can be lawfully disclosed for the purposes of the provision of the Services; and
 - 13.1.2 the Client complies with any Data Protection Legislation applicable to the collection and Processing of the Personal Data.
- 13.2 CFG is permitted to Process Personal Data only in accordance with the terms of this Services Agreement and the Data Protection Legislation.
- 13.3 To the extent that Personal Data is Processed by CFG pursuant to this Services Agreement, CFG shall:
 - 13.3.1 only Process such Personal Data in accordance with the documented instructions given to CFG by the Client, unless otherwise prevented or required by applicable laws;
 - 13.3.2 ensure that all persons who have access to Personal Data have committed themselves to appropriate obligations of confidentiality or are under an appropriate statutory obligation of confidentiality;
 - 13.3.3 take appropriate technical and organisational measures against unauthorised or unlawful Processing of Personal Data and against accidental loss or destruction of, or damage to, the Personal Data;
 - 13.3.4 immediately inform the Client if, in CFG's opinion, an instruction given by the Client breaches Data Protection Legislation or applicable laws;
 - 13.3.5 if it is required by applicable laws to Process or disclose Personal Data for purposes other than those agreed, promptly inform the Client of that legal requirement before Processing the Personal Data, unless such applicable law prohibits such information being given;
 - 13.3.6 provide reasonable assistance to the Client, to enable the Client to comply with (i) the rights of Data Subjects set out in Chapter III of the UK GDPR, (ii) the security requirements under the UK GDPR; and (ii) any privacy assessment procedure or consultation conducted under the UK GDPR;
 - 13.3.7 save for the disclosure of information which is confidential, commercially sensitive or privileged, make available to the Client (or the Client's auditor acting under its direction), upon reasonable notice and access arrangements, all information requested by the Client to demonstrate compliance by CFG with Element's obligations under this clause 13 which may include data protection audits, assessments and inspections concerning Element's data protection procedures relating to its compliance with this clause 13; and
 - 13.3.8 notify the Client as soon as CFG becomes aware of a Reportable Breach and will provide the Client with assistance in responding to and mitigating such Reportable Breach including any assistance with drafting a notification (if any) to be made by the Client to the affected Data Subjects and/or Supervisory Authority.

- 13.4 Upon termination of the Agreement, any Personal Data shall, at the Client's option, be destroyed or returned to the Client, unless applicable laws prevent the return or deletion of such Personal Data.
- 13.5 CFG may not share the Personal Data or in any way transfer it to a third party without the written authorisation of the Client or the general written permission as provided elsewhere and, in the event that such authorisation is granted: (i) CFG shall remain liable for the Processing of the Personal Data by any third party to whom the Personal Data is transferred; and (ii) all third parties to whom the Personal Data is transferred shall be bound by the terms of a written agreement which shall contain the same or equivalent obligations with respect to data Processing as are imposed on CFG under this Services Agreement.
- 13.6 CFG will not transfer Personal Data outside of the UK unless either: (i) such transfer is effected in accordance with Data Protection Legislation; or (ii) the Client has confirmed that it has obtained the explicit consent of all relevant Data Subjects to such a transfer. In any event, CFG shall always notify the Client of any intention to transfer Personal Data outside the UK and provide details of the grounds for the transfer and relevant safeguards in place.

14. **LIABILITY**

- 14.1 Neither party excludes or limits its liability to the other party for death or personal injury to the extent that the liability results from the negligence or wilful default of itself, its employees or agents.
- 14.2 Subject to clause 14.1, the total aggregate liability of CFG in relation to this Services Agreement shall not exceed the total value of the sums paid by the Client to CFG under this Services Agreement
- 14.3 Subject to clause 14.1, neither party shall be liable to the other (whether in contract, including negligence or otherwise) for any special, indirect or consequential loss or damage.
- 14.4 Each party to this Services Agreement acknowledges that any violation or threatened violation of clause 7.1, 9 or 10 by the other party will cause irreparable injury, entitling the injured party to obtain injunctive relief, specific performance and/or other equitable relief in addition to all legal remedies and no proof of special damages shall be necessary for the enforcement of this Services Agreement.

15. **SEVERABILITY**

- 15.1 If any provision or part provision of this Services Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Services Agreement.
- 15.2 If any provision or part provision of this Services Agreement is deemed deleted in accordance with clause 15.1, the parties shall negotiate in good faith a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

16. **TERMINATION**

- 16.1 If:
- 16.1.1 either party is in material breach of any of its obligations under the terms of this Services Agreement, and, where capable of remedy, it fails to remedy such breach within 30 days of written notice being given by the other party which (i) refers to this clause 16, (ii) specifies the breach and (iii) requires its remedy; or

16.1.2 either party commits a persistent breach of its obligations under the terms of this Services Agreement and it remains unresolved,

then the other party may terminate this Services Agreement with immediate effect by giving written notice to the first party or either Party may instead terminate the part of the Services that relate to (for example, a geographic region, a business unit, a functional skill set etc) provided that the breach specifically relates to said part of the Services.

16.2 Additionally, if the Client: (i) fails to pay any Contract Charges due hereunder within 30 days of CFG serving written notice upon the Client (specifically referring to this clause 16.2 and demanding payment of the Contract Charges due); or (ii) has become involved in or becomes associated with (whether directly or indirectly) any situation or activity (whether caused by the Client or a third party) which in the reasonable opinion of CFG may expose CFG's business to disrepute, scandal, ridicule or contempt, or would tend to shock, insult or offend the public in any territory in which CFG operates, then CFG may terminate this Services Agreement with immediate effect by giving written notice to the Client.

16.3 The provisions of clause 16.2 shall not apply in respect of any Contract Charge which are the subject of a dispute between the parties hereto.

16.4 Without prejudice to the provisions of the rest of this clause 16, either party may terminate this Services Agreement for any reason whatsoever by serving on the other party one (1) month's notice.

16.5 In the event that:

16.5.1 CFG terminates this Services Agreement pursuant to clauses 16.1 or 16.2; or

16.5.2 the Client terminates this Agreement pursuant to clause 16.4,

the Client shall pay to CFG on demand the Estimated Contract Value less any Service Fees already paid by the Client to CFG pursuant to this Services Agreement.

17. **CONSEQUENCES OF TERMINATION**

17.1 In the event that this Services Agreement expires or terminates for any reason then the parties shall each comply with their respective obligations jointly agreed upon in the agreed arrangements then devised upon notice being served.

17.2 Should the termination of this Services Agreement necessitate CFG incurring costs in addition to those covered by the Contract Charges, all such costs will be set out in writing by CFG and covered in full by the Client.

18. **ENTIRE AGREEMENT**

18.1 This agreement constitutes the entire Services Agreement and understanding between the parties in respect of the matters dealt with within it and supersedes any previous Services Agreement between the parties relating to such services.

18.2 Subject to clause 18.3, in entering into this Services Agreement, and the documents referred to in it, each party agrees that it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person other than as expressly set out in this Services Agreement.

18.3 This clause 18 shall not exclude liability which any party would have to the other party in respect of any statements made fraudulently by the other party prior to the execution of this Services Agreement or any rights which either of them may have in respect of fraudulent concealment by the other.

19. **LAW AND JURISDICTION**

This Services Agreement shall be governed by and construed in accordance with English law. The parties hereby agree to submit to the exclusive jurisdiction of the English Courts in respect of all disputes arising out of or in connection with this Services Agreement.

Signed by the authorised representatives of the parties on the date of this agreement

Signed by the said person for and on behalf of the Client

.....

[INSERT NAME]

[INSERT JOB TITLE]

NEW PARTNER

Signed by the said person for and on behalf of **[CFG]**

.....

[•]

CFG

SCHEDULES 1, 2 & 3 relating to “Recruit, Train and Deploy” Service Provision

Between:

- 1) [CFG]
- 2) [NEW PARTNER]

Dated [Insert Date]

Schedule 1 – Scope of Services¹

1.1 Scope of Services

[Provide 1x RTD Personnel to the Client], for a fixed term of [twelve] / [eighteen] / [twenty-four] months, employed by CFG pursuant to the terms of a separate fixed term employment contract.

Other RTD Personnel can be provided as required, when confirmed in writing by the Client and CFG.

In the event that RTD Personnel becomes unavailable due to:

- (1) death, incapacity, long-term disability or maternity leave; or
- (2) the resignation of RTD Personnel from the employment of CFG,

CFG shall use reasonable endeavours to source a like-for-like replacement of such RTD Personnel within [two] calendar months. In the event that CFG and the Client do not agree on a suitable replacement within such period, no additional fee will be charged for early termination by the Client under clause 16.5.

1.2 Out of Scope Services

For the avoidance of doubt, the following are expressly outside the scope of the Services:

[●]

In general, out of scope services will be those that detract from an efficient partnership i.e., excessive or unrelated reporting requests.

1.3 [Recruitment Process]

Typically, CFG will source a suitable RTD Personnel for the Client through the following process:

1. Sourcing
2. Screening by video interview
3. Presentation to the Client if suitable with CV and suitability statement
4. Onsite interviews with the Client coordinated by CFG
5. Approval to engage requested according to the Client's engagement approval process
6. Offer made to RTD Personnel

Note that this will require collaboration from all parties and CFG request support in driving prompt CV reviews, the availability of hiring managers for interviews and any other blockers to an efficient hiring process.²

1.4 Client Responsibilities

CFG has or shall employ the RTD Personnel pursuant to the terms of a fixed term contract of employment between the RTD Personnel and CFG (the “**Employment Contract**”). The RTD Personnel is employed directly by CFG to provide services to and engage with the Client; however, for the avoidance of doubt, CFG shall remain the RTD Personnel's employer at all times and the Client is not the RTD Personnel's employer (or joint employer).

¹ Note to client: To discuss schedule.

² Note to client: TBD if appropriate.

It is the Client's responsibility to:

- Provide reasonable and lawful directions to the RTD Personnel.
- Provide the RTD Personnel with a copy of its the Client Policies.
- Provide the RTD Personnel with a copy of relevant materials / equipment that the RTD Personnel may reasonably require to perform their role.
- Engage in any consultation process with CFG in respect of certain matters relating to the RTD Personnel (for example, holiday approval, sick leave, termination of the Employment Contract, outside interests, bonus entitlement etc.).
- Provide training courses from time to time internally and/or externally, if applicable and relevant, to the RTD Personnel.
- Notify CFG in the case of poor performance or misconduct.

1.5 Reporting

MONTHLY:

A Monthly review meeting between the Client and CFG to review the success of the RTD Personnel

ESCALATION:

Any matters relating to this contract that cannot be resolved by the [Lead at CFG] should be escalated in writing, at the earliest available opportunity to [●].³

³ Note to client: TBD if appropriate.

Schedule 2 – Contract Charges⁴

1.1 Service Fee

The Service Fee will be charged monthly at the following rate:

[RTD Personnel 1] @ £[●] per day

[RTD Personnel 2] @ £[●] per day

1.2 Additional Costs

No costs will be incurred by the Client for CFG staff working from the Relevant Location.

Should CFG staff be required to travel to any New Partner locations outside of the Relevant Location then travel and expense costs will be incurred.

All Additional Costs incurred under this paragraph 1.2 will be passed through to the Client a.

1.3 Excluded Costs

Unless specifically stated within the Scope of Services as outlined in Schedule 1 and costed for in this Schedule 2, all other services provided to New Partner by CFG will come at an additional cost to be agreed between the parties in writing prior to delivery.

1.4 Payment Timing and Terms

Per the Services Agreement, unless agreed otherwise in writing between the parties.

⁴ Note to client: To discuss schedule.

Schedule 3 – Addendum to Services Agreement⁵

Addendum to Services Agreement

This Addendum is made on 20[25]

between

- (1) [New Partner] whose place of business is at [insert registered or business address] (hereafter referred to as “New Partner”); and
- (2) [CFG SUBBRAND] (company number: [●]) whose place of business is at [3rd Floor 20-24 Old Street, London, England, EC1V 9AB] (hereafter referred to as “CFG”).

WHEREAS

- (A) This Addendum is made pursuant to the terms of clause 5 of a master services agreement dated [DATE] between the New Partner and CFG in respect of the provision of RTD talent consultancy services (the “Services Agreement”).
- (B) The parties now wish to record the terms on which they have agreed to make certain amendments to the Services Agreement.

Unless the context otherwise requires, words and expressions defined in the Services Agreement shall have the same meanings in this Addendum.

1. With effect on and from the date of this Addendum, the clauses and/or schedules of the Services Agreement listed in column 1 of the table below shall be deemed to be amended by deleting the wording identified in column 2 and replacing it with the wording identified in column 3.

(1) Clause/Schedule	(2) Original Clause	(3) New Clause or Changes

2. For the avoidance of doubt, and save as otherwise varied pursuant to this Addendum, the provisions of the Services Agreement shall remain in full force and effect.
3. This Addendum may be executed in any number of counterparts. Each counterpart constitutes an original, and all the counterparts together constitute one and the same agreement.
4. This Addendum and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales. Each party irrevocably agrees that the English courts shall have non-exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Addendum or its subject matter or formation.

Signed by the said person for and on behalf of New Partner

⁵ Note to client: TBD if required.

.....

[INSERT NAME]

[INSERT JOB TITLE]

NEW PARTNER

Signed by the said person for and on behalf of [CFG SUBBRAND]

.....

[•]

CFG