

MASTER AGREEMENT FOR THE PROVISION OF PERMANENT STAFF

ACCESSIBILITY NOTICE:

This document has been prepared in an accessible format. It uses clear headings, numbered clauses, and lists to facilitate navigation and screen reader compatibility. Upon request, this document can be provided in alternative formats, including large print or audio.

1. PARTIES

This **MASTER AGREEMENT** (the "Agreement") is made as of ____ (the "Effective Date") by and between:

1.1 Searchworks Limited

A company incorporated in England and Wales under registration number 12135169, with registered office at 18 Lower Byrom St, Manchester, M3 4AP ("AGENCY") (or any affiliates of AGENCY);

1.2 [CLIENT NAME]

A company incorporated under registration number _____, with registered office at _____ (the "CLIENT").

AGENCY and CLIENT are individually or collectively referred to as the "Party" or the "Parties."

2. DEFINITIONS AND INTERPRETATIONS

In this Agreement:

- **Agreement:** This Agreement and any amendments agreed in writing.
 - **Applicant:** Any person introduced to the CLIENT by AGENCY with a view to that person entering into any Engagement with the CLIENT.
 - **Affiliate(s):** Any person or entity controlling, controlled by, or under common control with AGENCY.
 - **Introduction:** Presentation to the CLIENT by AGENCY of information identifying an Applicant or submission of an Applicant's CV with a view to Engagement.
 - **Engagement:** The engagement by the CLIENT of any Applicant for which an Introduction has been made by AGENCY. "Engage" and "Engaged" have equivalent meanings.
 - **Employee:** The Applicant engaged by the CLIENT under any form of contract.
 - **Fees:** Fees payable by the CLIENT to AGENCY for any Engagement.
 - **Services:** Services provided by AGENCY pursuant to this Agreement.
 - **Purchase Order:** Express confirmation of authorization of payment for any Engagement.
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3. APPOINTMENT

AGENCY and its Affiliates are appointed to procure and present Applicants to the CLIENT for permanent staff requirements.

4. DURATION

This Agreement shall commence on the Effective Date and continue until terminated in accordance with Clause 12.

5. CLIENT'S OBLIGATIONS

5.1 The CLIENT agrees to:

- a. Notify AGENCY of permanent staff requirements, including number of staff, duties, period of Engagement, and any other relevant information.
- b. Advise AGENCY whether it wishes to interview and/or Engage Applicants.
- c. Notify AGENCY immediately if it offers an Engagement to an Applicant and if the offer is accepted.

5.2 Prior Knowledge of Applicants:

If the CLIENT has prior knowledge of an Applicant, it must notify AGENCY in writing within 5 business days with supporting evidence.

5.3 Presumption of Introduction:

Absent notification, any Engagement shall be deemed to result from AGENCY's Introduction.

5.4 Time Limit:

Introductions made within six months of any prior information remain eligible for Fees.

6. AGENCY'S DUTIES

6.1 Representation and Warranty:

AGENCY represents and warrants that:

- a. Services shall be performed according to best industry standards.
- b. It has the skill, experience, and expertise to provide the Services.
- c. Only suitably skilled personnel will execute Services.

6.2 Additional Duties:

Any additional reasonable duties requested by the CLIENT shall be agreed in writing.

7. PAYMENT

7.1 Invoice Terms:

CLIENT shall pay Fees within 45 days of invoice.

7.2 Credit Terms:

Credit terms and limits are subject to mutual agreement.

7.3 Overdue Invoices:

All invoices are due regardless of invoice date if undisputed invoices are overdue.

7.4 Purchase Orders:

For Purchase Order-required searches, CLIENT shall authorize within 10 days before Engagement. Absent authorization, AGENCY may invoice without a Purchase Order.

7.5 Late Payment:

AGENCY reserves the right to claim debt recovery costs for late payment.

8. FEES**8.1 Engagement Fee:**

If CLIENT Engages an Applicant within 12 months of Introduction, Fee = 20% of first-year remuneration.

8.2 Remuneration:

Includes all guaranteed salary; VAT is additional.

8.3 Failed Checks:

If Applicant fails required checks, CLIENT may rescind offer without Fee liability.

9. REBATE / CANDIDATE REPLACEMENT GUARANTEE**9.1 Guarantee Period:**

Replacement provided at no additional Fee if candidate resigns or is terminated for cause within 12 months.

9.2 Replacement Process:

CLIENT notifies AGENCY within 15 business days; AGENCY provides a minimum of 5 qualified candidates within 30 calendar days.

9.3 Exclusions:

Guarantee void if departure is due to significant role change, compensation/title change, relocation, unsafe environment, or CLIENT breach.

9.4 Failure to Replace:

Refund = 25% of original placement Fee.

9.5 Notification:

CLIENT must notify AGENCY in writing within 10 calendar days and have paid Fees.

9.6 Non-Proceeding:

CLIENT deciding not to proceed after Applicant acceptance is liable for 50% of full Fee. Subsequent re-engagement within 12 months triggers full Fee.

9.7 Confidentiality Breach:

Breach of confidentiality by CLIENT resulting in Engagement triggers full Fee.

10. CONFIDENTIALITY

10.1 Obligation:

Parties must treat all sensitive information as confidential.

10.2 Duration:

Obligations survive expiry/termination for 1 year.

11. DATA PROTECTION

Both Parties shall comply with applicable data protection laws, including GDPR.

12. LIMITATION OF LIABILITY**12.1 CLIENT Responsibility:**

CLIENT responsible for Applicant suitability, references, permits, and medical requirements.

12.2 Exclusion of Loss:

Neither Party liable for indirect/consequential loss, except death/personal injury or fraudulent/negligent misstatement.

13. TERMINATION**13.1 Term:**

Agreement effective on signature or first Engagement; continues for 12 months.

13.2 Notice:

Either Party may terminate with 3 months' notice.

13.3 Material Breach:

Termination for material breach, insolvency, or cessation of business.

13.4 Wind Down:

On termination, Parties shall wind down arrangements and return property.

13.5 Accrued Rights:

Termination does not cancel accrued rights.

14. ACCESSIBILITY / REASONABLE ADJUSTMENTS**14.1 Accessible Deliverables:**

AGENCY shall provide deliverables in accessible formats where reasonably requested by CLIENT.

14.2 Alternative Formats:

CLIENT may request documents in alternative formats (large print, audio, screen-reader compatible).

15. GENERAL

15.1 Assignment:

Neither Party may assign without written consent, except to Affiliates or successors in interest.

15.2 Notices:

Must be in writing and sent to registered offices; e-mail is valid to authorized senior representatives.

15.3 Relationship:

No partnership or joint venture is created.

15.4 Waiver:

Failure/delay in exercising rights does not waive them.

15.5 Entire Agreement:

Supersedes prior agreements.

15.6 Amendments:

Must be in writing and signed.

15.7 Third Party Rights:

Third parties may not enforce terms under Contracts (Rights of Third Parties) Act 1999.

16. GOVERNING LAW**16.1 Law:**

This Agreement is governed by the laws of England and Wales.

16.2 Jurisdiction:

Disputes fall under the exclusive jurisdiction of the competent courts of England and Wales.

17. EXECUTION**For SEARCHWORKS LIMITED:**

Signed: _____
Name: _____
Position: _____
Date: _____

For CLIENT:

Signed: _____
Name: _____
Position: _____
Date: _____