

SAMPLE —CONTRACT FOR THE SUPPLY OF SERVICES

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(This document provides a template for an agreement between the Agency and a Client. There should be a separate agreement governing the relationship between the Agency and the Sub Contractor. Please note that the Sub Contractor should be a limited liability company and not be a named individual or sole trader.)

This is a contract between:

- (1) **EXAMPLE RECRUITMENT GROUP LTD, trading as Example Recruitment Group Ltd carrying on business as an employment agency ("the Employment business"); and**
- (2) **(The Client Legal Name and Registered Address hereinafter referred to as The Client ("the Client")).**

1. Acceptance and Commencement of Assignment

- 1.1 This Agreement is accepted by the Client with effect from the notification to the Client by the Employment Business of the legal name of the Sub Contractor
- 1.2 This agreement comes into effect once it has been signed by a duly appointed representative of both parties.
- 1.3 It is agreed that the terms and any definitions as set out in Appendix 1 form part of this agreement.

2. Charges

- 2.1 In consideration of the Services the Client agrees to pay the Sub Contractor the Fees as stipulated in Appendix 1 on receipt of the Sub Contractor's invoice. Payment to the Sub Contractor will be made by the Client not later than 30 days from the receipt of the Consultancy's invoice.
- 2.2 Invoices will be accompanied by copies of signed Timesheets. The signature by the Client's nominated representative on this timesheet constitutes acceptance that the Services have been delivered in a manner to the Client's satisfaction and in accordance with the terms of this agreement.
- 2.3 The Sub Contractor is registered for VAT (Value Added Tax) and will levy VAT where applicable. Furthermore the Sub Contractor shall issue to the Client a proper VAT invoice in the form and within the time limits required by the relevant VAT legislation in force at the time of issuing the invoices

3. Relationship Between The Parties

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- 3.1. The Sub Contractor shall at all times perform their duties in accordance with the requirements of The Client and in cooperation with and under the direction of the Client's management and staff.
- 3.2. The Services are provided on a "Time and Materials" basis where the Client is responsible for the day to day direction of the efforts of the Sub Contractor. Furthermore the Client undertakes to provide whatever materials, systems and access to information which would be reasonably expected to enable the Personnel to carry out the Services effectively.
- 3.3. The Client understands and accepts they have no contract with the Sub Contractor and furthermore that the Sub Contractor has no authority to represent themselves or purport to be an agent or employee of the Client unless authorised in writing by an officer of the Client.
- 3.4. The Employment business undertakes that the Sub Contractor will comply with the Clients rules regarding work policies and procedures, system usage, Internet access procedures or any other Polices and Procedures with which the Client may from time to time reasonably require due compliance.
- 3.5. All documentation received by the personnel in accordance with the delivery of the Services, whether electronic or hard copy, all notes, schemas, diagrams remain the property of the Client and will be returned to the Client by the Personnel on termination of this agreement.

4. Non Solicitation

- 4.1. For the duration of this Agreement and for a period of twelve months thereafter, neither party shall knowingly employ nor make any offers of employment to any employee or Contractor or Consultant of the other party, who has to a material extent been engaged in the provision of services hereunder, without the prior written consent of the other. "Employ", means the engagement of such person as an employee, director, sub Contractor or independent Consultant.
- 4.2. The Client agrees to pay (Example Recruitment Limited) a fee of 20% of the first year salary, calculated on an annual basis, of any Example Recruitment Limited employee or Sub Contractor who has to a material extent been engaged in the provision of services hereunder, which it employs, contracts or sub-contracts. Such fee shall be payable fourteen (14) days from the commencement date of the said Sub Contractor's services with the Client.

5. Standards Required

- 5.1. The Client agrees to provide to the Employment Business sufficient information to enable the Employment Business to confirm the suitability of the Sub Contractor for the Assignment. In this regard, the Client agrees to provide at least the following information:
 - (a) the duration, or likely duration, of the Assignment;
 - (b) the nature of the business and the position, the type of work the Sub Contractor would be required to do, the location at which and the hours during which he or she would be required to work;
 - (c) any risks to health or safety relevant to the Assignment and known to the Client, and what steps the Client has taken to prevent or control such risks the Client confirms that it has carried out a thorough risk assessment of the place(s) of

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work relating to the Assignment unless it has otherwise notified the Employment Business; and

- (d) the experience, training, qualifications and any authorisation which the Client considers are necessary, or which are required by law or by any professional body, for the Sub Contractor to possess in order to work in the position, and any expenses payable by or to the Sub Contractor.

5.2. The Client agrees to notify the Employment Business of the above information:

- (e) in good time before the commencement of the Assignment; and
- (f) without delay during the Assignment, where appropriate (for example, in the light of a change of circumstances).

5.3 Subject to confirmation from the Client to the Employment Business of all the information referred to in this clause 5, the Employment Business shall take reasonably practicable steps to ensure that the Sub Contractor is aware of all applicable requirements for the Assignment including any changes thereto.

6. Location for the Provision of the Services

6.1 For the purposes of this contract it is understood that the Sub Contractor will provide their services at the Clients premises as specified in Appendix A or at other locations where directed by the Client in accordance with the provision of the services from time to time. The Client undertakes that the workspace provided will comply with the relevant Acts and EU Legislation governing Health and Safety in the workplace.

7.0 Liability

7.1 The Employment Business undertakes to make all reasonable efforts to ensure reasonable standards of skill and experience from the Sub Contractor but no liability is accepted by the Employment Business for any claim arising from failure to provide a Sub Contractor for all or part of an Assignment or from any loss or damage attributable to negligence, dishonesty, misconduct or lack of skill, experience, training qualifications, or authorisations of the Consultant company or attributable to any failure by the Client to provide information in accordance with clause 5 above.

7.2 Notwithstanding any other provision of this Agreement the Employment Business shall not be liable to the Client arising out of or in connection with this Agreement and/or the provision of (or any delay in providing or failure to provide) the services of the Sub Contractor by the Employment Business or for (i) any loss of or damage to profit, revenue, savings, data, use, contract, goodwill or business or (ii) any indirect or consequential loss or damage, in each case howsoever caused or arising.

7.3 The term “howsoever caused or arising” when used in this clause 7 shall be construed widely to cover all causes and actions giving rise to liability, including but not limited to (i) whether arising by reason of any misrepresentation (whether made prior to and/or in this Agreement), negligence, breach of statutory duty, other tort, breach of contract, restitution or otherwise and (ii) whether arising under any indemnity and (iii) whether caused by any total or partial failure or delay in supply of the services of the Sub Contractor by the Employment Business.

8.0 Termination

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- 8.0 Both parties reserve the right to terminate this agreement on issuing four weeks notice in writing. Any notice given under this agreement by either party must be in writing and may be delivered personally or by registered post.
- 8.1 This Agreement may be terminated by either party on notice in writing to the other party
- (a) If the other party commits a material breach of this Agreement which cannot be remedied or is not remedied within 30 days after written notice requiring that it be remedied; or
 - (b) If the other party enters into liquidation, receivership, bankruptcy or other insolvency procedure whether voluntarily or compulsorily other than for the purpose of reconstruction or amalgamation. and
 - (c) the Employment Business shall have the right to replace a Consultant company with another Sub Contractor to provide the Services. Any replacement Sub Contractor supplied pursuant to this clause shall be deemed to be supplied under the same terms as governed the original Sub Contractor company under this Agreement.
- (c) If any of the provisions of this agreement is judged to be illegal or unenforceable, the continuation in full force and effect of the remainder of the Provisions of this agreement will not be prejudiced unless the substantive purpose of this agreement is then frustrated, in which case either party may terminate in accordance with the terms of this agreement on written notice

9.0 Competence of the Personnel

- 9.1 The Employment Business warrants that the Personnel who are provided are competent to perform the Services for which they are proposed.
- 9.2 The Employment Business undertakes to withdraw any of the personnel who are reasonably deemed by the Client to be unsuitable subject to the terms of this agreement. In the event that any Sub Contractor is withdrawn as aforesaid, the Employment Business shall be entitled to payment for the Personnel up to the end of the working day of their withdrawal.

10. Liability

- 10.1 The Client agrees to indemnify and hold the Employment Business harmless for all liability, damages, loss or claims arising from or connected to the delivery of the Services by the Sub Contractor under this agreement.

11. Consequential Loss

- 11.1 Neither party to this contract shall be liable to the other for loss of profits, loss of use, loss of any contracts or an other consequential loss whether arising in contract, tort or otherwise.

12. Confidentiality

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12.1 All secret or other confidential information relating to the business of the Client, its employees, transactions or finances disclosed by the Client to the Employment Business in confidence shall not otherwise than in connection with the affairs of the Client be passed on to a third party by the Employment Business or in any way improperly used by the Employment Business at any time during or after the termination of this Assignment.

13. Indemnity

13.1 The Client shall indemnify and keep indemnified the Employment Business against any costs, claims or liabilities incurred directly or indirectly by the Employment Business arising out of or in connection with any Assignment including (without limitation) as a result of:

- (a) any breach of this Agreement by the Client; and
- (b) any breach by the Client or any associated company of the Client, or any of its or their employees or agents, of any applicable statutory provisions (including, without limitation, any statutory provisions prohibiting or restricting discrimination or other inequality of opportunity); and

14. Entire Agreement/ Variation

14.1 This Agreement, together with the details provided in the Engagement Letter, constitutes the entire and only legally binding agreement between the parties relating to the Assignment, and replaces any previous agreements or arrangements. No variation to these terms on behalf of the Employment Business can be made otherwise than in writing signed by a director of the Employment Business.

15. Obligations upon termination

15.1 All provision relating to Confidential Information and Intellectual Property rights survive the termination of this agreement and remain in force, other than where disclosure of confidential information is ordered by a Court, Statutory Body or Regulatory Body with power to order such disclosure. The Consultancy shall notify the Client in writing of such a disclosure and the reasons for such disclosure.

16. Waiver

16.1 Any failure by the Employment Business to enforce at any particular time any one or more of the terms of this Agreement shall not be deemed a waiver of such rights or of the right to subsequently enforce the terms of this Agreement.

17. Validity

17.1 If any provision, clause or part-clause of this Agreement is held to be invalid, void, illegal or otherwise unenforceable by judicial body, the remaining provisions of this Agreement shall remain in full force and effect to the extent permitted by law.

18. Force Majeure

18.1 Neither party will be liable for any delay in or failure to perform its obligations, other than the payment of fees, as a result of a cause beyond its reasonable control including but not limited to industrial action, war or Act of God. If such a delay or failure continues for 30 days either party will have the right to Terminate the Agreement forthwith upon giving notice to the other party

19. Intellectual Property Rights

19.1 All Copyright and other Intellectual Property rights existing prior to the Commencement Date shall vest in their originator absolutely.

19.2 The Client shall own all Intellectual Property Rights created, made or developed under or in connection with the delivery of the Services under this Agreement.

20. Jurisdiction and Applicable Law

20.1 This Contract shall be governed by and constructed in accordance with the laws of Ireland and the parties submit to the exclusive jurisdiction of the Irish courts.

Appendix 1

Services

Please define the services that form an integral part of this agreement (e.g. if it related to IT services it might include come of the following: IT consultancy Services including but not limited to computer programming, software development , project management, systems / business analysis, system administration, database administration and design, technical support etc.)

Location

Identify the precise location where such services are to be provided and any site flexibility that may be required in this regard.

Equipment

Clarify who is to provide equipment such as laptop, phone, wi fi, software licenses etc.

Fees

Insert Details