

TERMS OF BUSINESS FOR MARGIN ONLY INTRODUCTION SERVICES FOR CLIENTS

THE PARTIES

- (1) Arrows Group Professional Limited a company incorporated in England and Wales under company number 07837203 and whose registered office is at is 25 Wootton Street, London SE1 8TG (**"the Employment Business"**).
- (2) [Name of Company] a company incorporated in England and Wales under company number [registration number] and whose registered office is at is [address] (**"Client"**)

RECITALS

- A. The Employment Business is in the business of locating, resourcing and supplying skilled contractors.
- B. The Employment Business intends to introduce contractors (hereinafter referred to as **"the Contractor"**) to the Client.
- C. In consideration of the recruitment services provided by the Employment Business and the introduction of the Contractor to the Client, the Client will pay a fee to the Employment Business throughout the duration of its agreement with the Contractor.

IT IS HEREBY AGREED AS FOLLOWS:

1. Definitions

1.1 In these Terms -

"Agreement" means these terms of business and shall include any Assignment Schedule issued pursuant to these terms of business;

"Assignment" means the period during which the Contractor renders the Services to the Client via the Employment Business set out in an Assignment Schedule;

"Engagement" means any engagement, employment, retention or use of the Contractor's services directly or indirectly by the Client, or by any third party to whom they have been introduced by the Client on a permanent or temporary basis which shall include under an employment contract, contract for services, agency worker contract, licence, franchise or partnership arrangement, or via any other supplier and "Engage", "Engages" and "Engaged" shall be construed accordingly;

"Introduction" means the provision of any information to the Client by the Employment Business (whether in writing or orally) which identifies a Contractor and in respect of which the Client acknowledges receipt whether orally or in writing and "Introduces" shall be construed accordingly;

"Restriction Period" means the 12 months following either:

1. The Introduction of the Contractor; or
2. the termination or expiration of this Agreement;

Whichever happens last in time;

"Services" means all or any part of the work or services performed by the Contractor as set out in the Assignment Schedule hereto and performed from time to time pursuant to this Agreement;

"Transfer Fee" means the fee set out in the Assignment Schedule.

1. This Agreement

1.1 This Agreement shall be deemed to be accepted by the Client and to apply by virtue of (a) the passing of information about a Contractor to the Client by the Employment Business or (b) an Introduction to the Client of, or the Engagement by the Client of, a Contractor or (c) the Client's interview or request to interview a Contractor (including interview by video conferencing or by telephone) or (d) the signature by the Client on a timesheet relating to services provided by the Contractor or (e) the Client's signature at the end of this Agreement or (f) any other written, acceptance of this Agreement. For the avoidance of doubt, this Agreement applies whether or not the Contractor is Engaged by the Client for the same type of work as that for which the Introduction was originally effected. The terms of the Assignment are set out in the Assignment Schedule attached hereto.

1.2 The Employment Business shall Introduce Contractors to the Client. The Client shall contract directly with the Contractor for the provision of its services on an Assignment and shall incorporate the Contractor Services Information in the Assignment Schedule attached hereto into such contract.

1.3 The Employment Business's fee (**Employment Business Fee**) generated whilst the Contractor is on assignment with shall be specified in the Assignment Schedule and shall be paid by the Client under the terms of this Agreement.

2. Fees and Invoicing

2.1 The Client shall send to the Employment Business on a monthly basis copies of all timesheets, which have been duly signed and authorised by the Client for payment within 14 days of the end of the month covered by the timesheet. The Client hereby warrants that the timesheets sent represent a true record of the hours/days worked by the Contractor in the relevant period on the Assignment.

2.2 The Employment Business shall invoice the Client for the Employment Business Fee. Invoices shall be paid within the time specified in the Assignment Schedule.

2.3 The Employment Business reserves the right to charge interest on invoiced amounts overdue at the statutory rate as prescribed pursuant to Section 6 of the Late Payment of Commercial Debts (Interest) Act 1998 as amended from time to time (and as may be calculated using the calculator on the website: www.payontime.co.uk).

3. Termination

3.1 Unless otherwise agreed in the Assignment Schedule, this Agreement shall be terminated should the agreement between the Contractor and the Client terminate for any reason. Any notice period for Termination shall be included in the Assignment Schedule.

3.2 Either party shall be entitled to terminate this Agreement, thereby triggering termination of any contracts in force between the Client and Contractor(s), should:

3.2.1 either party breach any term of this Agreement, including terms as to payment and fail to remedy such breach within 7 days after notice has been given to the other party requiring remedy; or

3.2.1 any action, application or proceeding be taken in respect of either party for (i) a voluntary arrangement or composition or reconstruction of its debts; (ii) the presentation of an administration petition; (iii) its winding-up or dissolution; (iv) the appointment of a liquidator, receiver or similar officer or (v) any similar action, application or proceeding in any jurisdiction to which it is subject or if it is unable to pay its debts as they fall due

4. Liability

4.1 In so far as the Employment Business is reasonably aware the Contractor has the requisite skill and expertise to perform the Services.

4.2 Both parties undertake to act in good faith in their dealings with the each other and the Contractor and shall refrain from action that may prejudice the other party.

4.3 Save as cannot be excluded by law, the sole aggregate liability of the Employment Business to the Client arising in connection with this Agreement shall be limited to £10,000.

5. Confidentiality

5.1 Neither party shall, either during an Assignment or at any time thereafter, for whatever reason divulge or communicate to any person or persons, except in the proper performance of its responsibilities under this Agreement, or with the other party's consent, any confidential information relating to the businesses of the other party or its subsidiaries or associates or related parties which may have been disclosed to the other or which may otherwise have come to its attention including, without limitation, any confidential information relating to: -

5.1.1 lists and details of customers and potential customers of or suppliers and potential suppliers to any of those businesses;

5.1.2 processes or methods used or to be used in any of those businesses;

5.1.3 goods or services sold or supplied or proposed to be sold or supplied by any of those businesses, pricing policies and terms of business;

5.1.4 any business method or computer software used in any of those businesses;

5.1.5 business development plans and future product ideas of any of those businesses; and management accounts;

5.1.6 fees charged by the parties.

This restriction shall cease to apply to information or knowledge which comes into the public domain otherwise than by reason of the default of the other party.

6. Waiver

6.1 Failure of either party to insist upon the strict performance of any provision of this Agreement to which it is entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the responsibilities under this Agreement.

7. Legal and Statutory Requirements

7.1 Both parties shall comply with all applicable laws.

7.2 if applicable the Employment Business shall fulfil its reporting requirements under The Income Tax (Pay as you Earn) (Amendment No.2) Regulations 2015 ("ITEPA").

8. Relationship

8.1 The relationship between the parties is one of independence. No party is an agent for another and no party has any authority to make any contract whether expressly or by implication in the name of another party without the other party's prior written consent.

9. Ownership

9.1 Should the Client, any subsidiary or associated company of the Client, an end client or any other third party to whom the Client has introduced the Contractor within the Restriction Period, wish to Engage the services of the Contractor other than through the Employment Business then the Client shall;

9.1.1 in the event of no Assignment, pay the Transfer Fee; or

9.1.2 following termination or expiration of the Assignment or any Assignment extension, pay the appropriate Transfer Fee.

9.2 Clause 9 shall survive the termination of this Agreement for the Restriction Period.

10. General

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

10.2. No provision of this Agreement shall be enforceable by any person who is not a party to it pursuant to the Contract (Rights of Third Parties) Act 1999.

10.3. If there is a conflict between these terms of business and the Assignment Schedule, the Assignment Schedule shall take precedence.

11. Governing Law and Jurisdiction

11.1. This Agreement shall be construed in accordance with the laws of England and Wales and all disputes, claims or proceedings between the parties relating to the validity, construction or performance of this Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales.

Confirmation of Agreement	
Client Signature	
Print Name	
For and on behalf of [Client Company Name]	
Date	

Employment Business Signature	
Print Name	
For and on behalf of Arrows Group Professional Limited	
Date	

Assignment Schedule	
Client:	
Client Invoicing Address:	
Contractor:	Limited Company/Individual as applicable
Contractor Services Information	
Name of the Contractor	[i.e. the person actually doing the work]
Description of the Services	
Start Date:	
End Date:	
Notice for Termination	4 Weeks
Contractor Standard hours, if applicable:	[default: 40 hours per week]
Charges Information	
Employment Business Fee to Client (excluding sales tax):	£[X] per day worked by the Contractor as per authorised time records
Call-out/additional fees/expenses	[default: Not applicable - standard hours fee only]
Invoicing frequency	Monthly
Payment terms	14 days from the date stated on the invoice
Transfer Fee	25% of base annual salary (or annualised contractor charge rate if base annual salary is not known or disclosed)
General Information	
Additional Terms/Conditions Applicable	All fees quoted are exclusive of VAT
Agreed variations to Terms and Conditions	<p>If there is a conflict between the Terms of Business and the Assignment Schedule, the Assignment Schedule shall take precedence:</p> <p>Any variations to the Terms of business or Assignment Schedule can only be agreed in writing by both parties.</p>