

Arguile⁺

Arguile Consultancy Terms

This agreement, including the Schedule and Amendment Schedules, (the "Agreement") is made between:

(1) [Company Name] (company number [Company Reg No] whose registered office address [Company Registered Address] ("the Customer");

and

(2) Arguile Search Limited (company number 08052089) whose registered office address is Unit 6 Bradbury's Court, Lyon Road, Harrow, England, HA1 2BY ("Arguile").

BACKGROUND

- A. Arguile is an introducer of consultants to provide consultancy services.
B. The Customer wishes to receive and Arguile has agreed to supply consultants to the Customer on the terms of this Agreement.

1. DEFINITIONS

1.1 In this Agreement the following expressions have the meaning set opposite them:-

| | |
|-------------------|---|
| "Customer" | the person or entity referred to above together with any of its subsidiaries or associated companies (as defined in s1159 of the Companies Act 2006). |
| "Employees" | the employees, directors or officers of the Company who are used by the Company to provide the Services in relation to a Project. |
| "Engagement" | the employment or use of the Company's services or the services of any of its Employees by the Customer or any of its Group Companies or a third party pursuant to clause 6.3 and "Engaged" and "Engages" shall be construed accordingly. |
| "Engagement Fee" | the fee payable by the Customer to Arguile when the Company or any of its Employees is employed by the Customer, which shall be 25% of the forecasted annual gross remuneration and emoluments payable to the Company (or its Employees, as applicable) by the Customer or as otherwise calculated pursuant to clause 6.4. |
| "Group Companies" | any subsidiary, associated companies or holding companies (as defined in s1159 of the Companies Act 2006) of the Customer. |
| "Introduction" | following the Customer's instruction to Arguile to provide a consultant, the provision of information by Arguile to the Customer in relation to the Company and its Employees or the Customer's initial meeting with the Company subsequent to which the Company is used by the Customer to provide the Services in relation to a Project, and "Introduced" and "Introducing" shall be construed accordingly. |
| "Off-Payroll" | means Chapter 10 Part 2 of Income Tax (Earnings and Pensions) Act 2003 |
| "Project" | the project in relation to which the Company has been instructed by Arguile to provide the Services to the Customer; |
| "Schedule" | the schedule to this agreement and any Amendment Schedules agreed between the Company and Arguile which vary the terms of the Services, including but not limited to extension of duration of the Services; |
| "Services" | the consultancy services to be provided by the Company to the Customer as detailed in the Schedule and if agreed Amendment Schedules |

2. INTRODUCTION OF CONSULTANTS

- 2.1 In consideration of the fees Arguile has agreed to introduce individuals and companies who are consultants to the Customer, and the Customer has agreed to accept such Introductions on the terms of this Agreement.
- 2.2 This Agreement is the contract between Arguile and the Customer. This Agreement shall prevail over any contract which the Customer seeks to impose, subject to Agreement to the contrary. Arguile may operate as an employment business within the meaning of the Employment Agencies Act 1973 (as amended). By instructing Arguile to provide a consultant, the Customer is deemed to have accepted the terms of this Agreement (a copy of which will be made available to the Customer either before or as soon as reasonably practicable after of the Customer meets with a consultant or Arguile provides information to the Customer in relation to a consultant).

3. PROVISION OF THE SERVICES

- 3.1 Before a Project begins or (where necessary) as soon as reasonably possible after a Project begins, Arguile will provide the Customer with written confirmation of the Project details which will include details of the duration of the Project, the name of the Company, the fees payable for the Services, expenses and disbursements agreed by the parties, the notice period to terminate the Agreement, the frequency at which invoices shall be issued by Arguile to the Customer and any other relevant information.
- 3.2 Arguile shall supply to the Company a blank verification form which will enable the Customer to confirm the Services have been performed to a satisfactory standard. At the end of each week during the Project, until the Project has completed, the Customer will authorise the verification form to confirm the Services have been performed during that week unless the Services have not been provided to a satisfactory standard or in accordance with the requirements of this Agreement. By authorising the verification form the Customer confirms acceptance of the Services provided.
- 3.3 The Customer shall notify Arguile as soon as possible if it is not prepared to authorise the verification form and give details to Arguile of the reasons for this. Failure to authorise the verification form does not affect the Customer's obligation to pay the fees in respect of the work done, unless Arguile expressly agrees otherwise with the Customer.

4. ARGUILE'S OBLIGATIONS

- 4.1 Arguile will make enquiries with the Company to determine that the Company has the necessary skills, qualifications, experience and authorisations required by law, a professional body and/or the Customer in order to provide the Services in respect of a Project. Arguile shall provide details of the Company's replies to the Customer.
- 4.2 Arguile is responsible for paying the Company's fees and for making any deductions required by law including Off-Payroll where applicable.

5. FEES AND PAYMENT

- 5.1 The fees payable by the Customer for the Services will be notified to the Customer by Arguile when the Project begins or before. The fees may be varied from time to time during the Project in accordance with the requirements of the Customer and will be agreed via an Amendment Schedule. The fees will include the fees to be paid to the Company, Arguile's commission and any reasonable expenses incurred by the Company during the Project. VAT is payable in addition to the fees.
- 5.2 The Customer agrees to pay the fees to Arguile. Arguile will issue invoices for the fees on a weekly basis. Invoices are due for payment within 30 days of the date of invoice. Arguile may charge an administrative fee for any late payments of £100 per day that invoice remains overdue. Both parties agree that the administrative fee is a genuine pre-estimate of the loss suffered by Arguile for late payment.

6. THE CUSTOMER'S OBLIGATIONS

- 6.1 If the Customer Engages the Company or any of its Employees, directly or indirectly (including, without limitation, the Company or its Employees being provided to the Customer by another employment agency) in the

following circumstances:

- 6.1.1 after an Introduction by Arguile which resulted in the Company completing a Project for the Customer and such Engagement takes place either during the Project or within 12 months of the expiry or termination of the Project or;
- 6.1.2 within 12 months of Arguile Introducing the Company to the Customer where such Introduction did not result in the Company providing Services to the Customer;
the Customer will be liable to pay Arguile the Engagement Fee.
- 6.2 If the Company or any of its Employees are Engaged by a third party following a referral, recommendation or introduction by the Customer, and such Engagement takes place during a Project or the Engagement Period, the Customer will become liable to pay the Engagement Fee.
- 6.3 If the Engagement Fee cannot be determined, the Engagement Fee shall be calculated by multiplying the last monthly fee paid by the Customer to Arguile for the relevant Company Employees by three. If no such monthly fee has been paid the Engagement Fee will be the monthly fee proposed by Arguile at introduction of the relevant Company Employees multiplied by three.
- 6.4 VAT is payable on the Engagement Fee. No refund of the Engagement Fee (including VAT) will be paid for any reason.

7. LIABILITY AND INSURANCE

- 7.1 Arguile will use all reasonable endeavours to ensure the Company and its Employees possess the necessary skills, qualifications, experience and authorities to provide the Services in relation to the Project. Arguile accepts no liability for any loss, expense, damage, costs or delay arising from:
 - 7.1.1 Arguile's inability to provide a consultant for a Project; or
 - 7.1.2 from the dishonesty, misconduct or lack of skill of the Company or its Employees; or
 - 7.1.3 the Company terminating provision of the Services in relation to the Project for any reason.
- 7.2 Arguile does not exclude liability for death or personal injury arising from its own negligence.
- 7.3 Arguile does not have any control over or supervision of the Company or its Employees.
- 7.4 The Customer will at all times have in place adequate public liability insurance relevant to the provision of services by third parties on its premises. The Customer shall indemnify Arguile against any costs, claims, damages, losses and expenses it incurs arising out of or in connection with a breach of this Agreement by the Customer.
- 7.5 Before a Project commences or (if necessary) as soon as reasonably practicable after the Project commences, the Customer will supply to Arguile details of any health and safety and security requirements or any other requirements imposed by law or by any professional body, which the Company and its Employees are expected to comply with when providing the Services and where Off-Payroll legislation applies provide a statement of determination of status confirming whether the role is inside or outside of IR35.

8. TERMINATION

- 8.1 The Customer may terminate the Project by giving Arguile the requisite notice detailed in the Schedule or Amendment Schedule as applicable.
- 8.2 The Customer may terminate the Project immediately by notice in writing to Arguile if:
 - 8.2.1 for any reason the Company's provision of Services in relation to the Project is not satisfactory to the Customer or the Customer reasonably believes the Company has not complied with its duties in performing the Services and such duties are of material importance to completion of the Project.
 - 8.2.2 the Company breaches any statutory regulations applicable to provision of the Services.
- 8.3 Arguile may terminate the Project immediately by notice in writing if:-
 - 8.3.1 the Customer commits a wilful, persistent or material breach of this Agreement;
 - 8.3.2 the Customer becomes insolvent, is unable to pay its debts, ceases to trade, has a receiver appointed over the whole or any part of its assets, has an administrator appointed, enters into any composition with its creditors generally, is wound up, or any step is taken toward any of these events; or

8.3.3 it becomes aware of any information which gives it reasonable grounds to believe that the Company cannot or is not suitable to provide the Services in relation to a Project.

8.3.4 the Customer fails to pay Arguile in accordance with this Agreement. If the Project is terminated for this reason and the Customer Engages the Company directly or indirectly the Engagement Fee stated in Clause 6 will apply.

9. DATA PROTECTION

The Customer confirms that the information supplied by the Customer to Arguile may be used in relation to managing the Project and advertising for resources. Both parties agree that in processing personal data they will abide by General Data Protection Regulations ("GDPR") and that they have ensured that adequate security measures are in place to protect that data. Both parties will also ensure that if any breach of GDPR occurs that all parties will be notified immediately. Arguile will not be liable for any lack of compliance in breach of GDPR caused by the acts or negligence of the Company or its Employees.

10. GENERAL

- 10.1 This Agreement shall not be varied or amended unless such variation or amendment is made in writing and signed by both parties.
- 10.2 This Agreement represents the entire Agreement made between the parties and excludes any previous representations or statements made by either party, unless expressly included in this Agreement.
- 10.3 Both parties agree to keep confidential any information supplied to it by the other, pursuant to this Agreement, which by its nature is confidential. This includes any information (including personal data and sensitive personal data as defined in the Data Protection Act 1998) relating to the Company and its Employees.
- 10.4 All notices which are required to be given shall be in writing and shall be sent to the registered office from time to time of the party upon whom the notice is to be served. Any such notice may be delivered personally or by first class prepaid post or by e-mail and shall be deemed to have been served by hand when delivered, if by first class post 48 hours and if by e-mail when sent.
- 10.5 If any provision or term of this Agreement shall become or be declared illegal, invalid or unenforceable for any reason whatsoever such terms or provisions shall be deemed to be deleted from this Agreement. If any such deletion substantially affects or alters the commercial basis of this Agreement the parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement.
- 10.6 This Agreement shall be construed in accordance with the laws of England & Wales and the parties agree to submit to the exclusive jurisdiction of the Courts in England & Wales.

This Agreement is entered into by the parties on the date of this Agreement:

Signed for and on behalf of the Customer

Signed for and on behalf of **Arguile**

Signature

Signature

.....

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Name:

Name:

Title:

Title:

Date:

Date:

Schedule

Customer Contact: [Contact Name]

Arguile Contact: [Contact Name]

Company Name: [Company Name]

Address: [Company Address]

Company Reg: [Company Registration Number]

Nominated Representatives: [Name]
[Name]
[Name]

Project & Services

Project Name
[Project Name]

Scope of Project / Tasks / Milestones
[Scope]

Location of Service Provision
[Location – Onsite w/address, Hybrid w/details, Remote]

Commencement date: [Date]

Completion date: [Date]

Fee per day: £[Day Rate]

Invoicing Frequency [Frequency]

Notice of termination: [Notice Period]

Expenses: To be authorized in advance by Customer

Amendment Schedule

Customer Contact: [Contact Name]
Arguile Contact: [Contact Name]
Company Name: [Company Name]
Address: [Company Address]
Company Reg: [Company Registration Number]
Nominated Representatives: [Name]
[Name]
[Name]

Project & Services
Project Name
[Project Name]

Scope of Project / Tasks / Milestones
[Scope]

Location of Service Provision
[Location – Onsite w/address, Hybrid w/details, Remote]

Commencement date: [Date]

Completion date: [Date]

Fee per day: £[Day Rate]

Invoicing Frequency [Frequency]

Notice of termination: [Notice Period]

Expenses: To be authorized in advance by Customer

Signed for and on behalf of the Customer

Signed for and on behalf of **Arguile**

Signature

Signature

Name:

Name:

Title:

Title:

Date:

Date: