

THIS AGREEMENT IS BETWEEN:

Spencer Ogden Limited at 24 King William Street, London, EC4R 9AT ("**SPENCER OGDEN**") and the Client.

WHEREAS IT IS AGREED as follows:

Spencer Ogden is acting as an employment business. The Client has engaged Spencer Ogden to provide recruitment services and Spencer Ogden has or proposes to make an agreement with the Client for the engagement of the Contractor.

1. DEFINITIONS

- 1.1 **"AGREEMENT"** means this Agreement, including any Contractor Schedule(s) and timesheets issued pursuant to this Agreement.
- 1.2 **"ASSIGNMENT"** means the period during which the Contractor renders the Services to the Client via Spencer Ogden.
- 1.3 **"CONFIDENTIAL INFORMATION"** means all trade secrets, know-how and any other information confidential to Spencer Ogden or the Client, that is generally not available to the public or is not generally known in the industry in which Spencer Ogden or a Client operates.
- 1.4 **"CONTRACTOR"** means the person introduced by Spencer Ogden to the Client for an Engagement including, but not limited to, any officer, member or employee of the Contractor, including the Contractor who renders the Services to the Client as named in the Contractor Schedule.
- 1.5 **"CONTRACTOR SCHEDULE"** means the schedule given by Spencer Ogden to the Client confirming the details of each Assignment.
- 1.6 **"ENGAGEMENT"** means the engagement, employment or use of the Contractor on a permanent or temporary basis, whether under a contract of service or for services; under an agency, license, franchise or partnership agreement; or through any other engagement directly or indirectly, and "Engages" and "Engaged" shall be construed accordingly.
- 1.7 **"INTRODUCTION"** means the provision of any information to the Client by Spencer Ogden that identifies a Contractor and/or a Representative and "Introduces" and "Introduced" shall be construed accordingly.
- 1.8 **"QUARANTINE PERIOD"** means twelve (12) months from the Introduction of the Contractor or from the termination of the Agreement, whichever is later, save that if the Regulations apply the Quarantine Period shall be such period as specified in the Regulations.
- 1.9 **"EXTENDED PERIOD OF HIRE"** means a period of twelve (12) months from the end of the Contractor's Assignment during which Spencer Ogden will continue to supply the services of the Contractor and on completion of which the Client may directly Engage the Contractor without paying a Transfer Fee.
- 1.10 **"REGULATIONS"** means the *Conduct of Employment Agencies and Employment Businesses Regulations 2003*.
- 1.11 **"SERVICES"** means the services to be undertaken by the Contractor pursuant to this Agreement, as described in the Contractor Schedule.
- 1.12 **"TRANSFER FEE"** means a fee payable by the Client to Spencer Ogden equivalent to the greater of twenty five percent (25%) of the Contractor's actual or anticipated first year's total remuneration or twenty five percent (25%) of the annualised Spencer Ogden gross charge rate set out within the Contractor Schedule or the anticipated charge rate for the Contractor.

2. AGREEMENT

- 2.1 This Agreement is effective from and including the date of the Introduction of the Contractor and supersedes all previous agreements issued by Spencer Ogden.
- 2.2 This Agreement shall be deemed to be accepted by the Client by virtue of an Introduction or the Client's Engagement of a Contractor, by the Client's interview or request to interview the Contractor or by the Client's signature at the end of this Agreement or on any timesheet. The Agreement will apply 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.
- 2.3 This Agreement may operate as an agreement for the supply of a single Contractor or as a framework agreement for the supply of multiple Contractors. In the case of the latter a separate Contractor Schedule will be issued for each Contractor.
- 2.4 Spencer Ogden is acting as an employment business as defined in the Regulations.

3. CLIENT OBLIGATIONS

- 3.1 The Client shall enter into a contract for the supply of Services directly with the Contractor. In consideration of Spencer Ogden Introducing the Contractor to the Client the Client agrees to pay Spencer Ogden a fee as set out in the Client Assignment Schedule for the duration of that contract and any extension thereof.
- 3.2 The Client undertakes to confirm in writing to Spencer Ogden:
- 3.2.1 the date upon which the Contractor is required to commence the provision of the Services;
- 3.2.2 the expected duration of the Engagement; and
- 3.2.3 the number of hours/days and any specific time-keeping and recording requirements the Client expects of the Contractor.

- 3.3 The Client undertakes to notify Spencer Ogden immediately of its intention to Engage the Contractor Introduced by Spencer Ogden or extend an Assignment.

4. SPENCER OGDEN'S OBLIGATIONS

- 4.1 Spencer Ogden shall give the Client an Assignment Schedule confirming the name of the Contractor, the agreed pay rate(s), term of the Assignment, description of the Services, notice periods and any other relevant details communicated and agreed between the parties.

5. CHARGES/FEES

- 5.1 The Client agrees to pay Spencer Ogden's charges for the Introduction and ongoing Engagement of the Contractor. All charge rates are set out in the relevant Contractor Schedule.
- 5.2 Signature of timesheets or other verification of hours or days worked by the Client is confirmation of the amount of time worked by the Contractor. Failure to sign the timesheet does not absolve the Client of its obligation to pay the charges for the Services provided by the Contractor.
- 5.3 If the amount of time claimed on a timesheet produced for authentication by the Contractor is disputed then the Client will notify Spencer Ogden within two (2) working days and will co-operate fully and in a timely fashion with Spencer Ogden, including providing documentary evidence of the hours/days worked to enable Spencer Ogden to establish what periods of time, if any, the Contractor worked.
- 5.4 Where applicable, the applicable exchange rate(s) will be agreed between Spencer Ogden and the Client in advance of the commencement of the Services and will be recorded in the relevant Contractor Schedule. If no such exchange rate(s) are recorded, the applicable exchange rate shall be the published rate on oanda.com on the date of remittance for any amounts owing under issued invoices.
- 5.5 Save as set out in this clause 5.5, no refunds or rebates are payable in respect of Spencer Ogden's charges. Spencer Ogden will periodically review and notify the Client of any overpayment(s) or sum(s) paid to Spencer Ogden in error. Spencer Ogden will, upon written request from the Client, provide a refund of such erroneous or over-payment(s) provided such request is made within twelve (12) months from the date of notification. Spencer Ogden will not provide any further notification and will have no liability to repay or refund any erroneous or over-payment(s) once that twelve (12) month period has elapsed.
- 5.6 The Client shall pay Spencer Ogden all reasonable business expenses incurred by the Contractor in the provision of the Services as agreed within the Contractor Schedule. Where travel is required for the provision of the Services, unless stated otherwise in the Contractor Schedule any Client representative may approve the costs and any associated expenses of such travel. Changes made to travel arrangements arising from Client schedule alterations will be charged to the Client regardless of value or approval and any cancelled travel for which Spencer Ogden are unable to obtain a refund will be charged to the Client regardless of the reason for cancellation. Spencer Ogden will apply a twelve and a half percent (12.5%) administration fee on all business and travel expenses.

6. INVOICES

- 6.1 Unless otherwise specified in the Contractor Schedule, Spencer Ogden will invoice the Client for time worked by the Contractor monthly. Invoices will be dispatched by electronic means. The Client will pay Spencer Ogden's invoices within fourteen (14) days of the date of the invoice.
- 6.2 All invoices will be deemed to be accepted in full by the Client unless the Client notifies Spencer Ogden in writing within seven (7) days of the amount it disputes and the reason for the dispute. In the event the Client does so notify Spencer Ogden that it disputes part of an invoice, the Client shall pay the undisputed part of the invoice within the agreed payment terms and co-operate fully with Spencer Ogden in order to resolve the dispute as quickly as possible.
- 6.3 Spencer Ogden will charge interest on invoiced amounts unpaid after the due date at the rate of 18% per annum from the due date until the date of payment. The Client will bear any legal costs or other expenses incurred by the Company as a result of non-payment or late payment of an invoice and Spencer Ogden reserves the right to charge forex for currency fluctuations in the event of late payments.
- 6.4 The Client acknowledges with any payment there may be a risk posed by cyber fraud, specifically affecting email accounts and bank account details. It is unlikely Spencer Ogden will need to notify of a change of bank account details, but where bank details do change Spencer Ogden will notify such change via email with the bank details enclosed in a letter on company letterhead. Email will not be the sole notification method used and Spencer Ogden shall endeavour (but shall not be obliged) to inform the Client of the change by at least two separate notification methods. If the Client is in any doubt of the legitimacy of any received correspondence, the Client should verify the details directly with Spencer Ogden.

- via telephone call to Spencer Ogden's Finance Department. Spencer Ogden will not accept responsibility if a Client transfers money to an incorrect account.
- 6.5 The Client agrees to supply Spencer Ogden with any required Purchase Order before the Contractor commences the Services. Where the Client fails to do so Spencer Ogden is authorised to invoice the Client without an accompanying Purchase Order, and the invoice will be payable in full. Any disputes on such invoices due to discrepancies with the delayed Purchase Order must be communicated to Spencer Ogden within seven days of receipt, and any amounts in dispute will be deducted from future invoices where applicable.
- 7. TAXES**
- 7.1 Charges/fees will be subject to any applicable valued added tax.
- 7.2 The Client will not make any deduction or withhold Taxes from any payment to Spencer Ogden. If the Client demonstrates to Spencer Ogden's absolute satisfaction that it is required by law to deduct or withhold Taxes from a payment to Spencer Ogden, then the Client may make those deductions or withholdings. However, the Client must give Spencer Ogden a receipt for each payment and the Client will increase its payment to Spencer Ogden by the amount necessary to ensure Spencer Ogden receives the full amount which it would have received if no deduction or withholding had been made.
- 7.3 If clause 7.2 applies, then Spencer Ogden will on request by the Client apply for any credit or rebate to which it may be entitled in connection with the deduction or withheld Tax. The Client will promptly provide Spencer Ogden with all necessary paperwork to support such application. Spencer Ogden will refund to the Client any credit or rebate received, up to the amount of the increase made by the Client under clause 7.2.
- 8. INTELLECTUAL PROPERTY RIGHTS**
- 8.1 Spencer Ogden shall use reasonable endeavours to ensure that the ownership of all intellectual property rights of whatever nature in all documents or other material and data or other information and devices or processes provided or created by the Contractor in the provision of the Services, will vest in the Client.
- 9. CONFIDENTIALITY**
- 9.1 Except as permitted by law, the Parties will not during and after termination of the Agreement, use or disclose and Confidential Information relating to the other party without the other party's prior written consent
- 9.2 Either party will immediately notify the other party on becoming aware of the possession, use or knowledge of any of the Confidential Information by any unauthorised person.
- 10. TERMINATION OF ASSIGNMENTS**
- 10.1 Subject to clause 10.2 below, either party may terminate an Assignment prior to the end of the Assignment by giving not less than four (4) weeks' notice in writing, or such other notice as set out in the relevant Contractor Schedule.
- 10.2 This Agreement may be terminated by either party on immediate notice in the event that either Spencer Ogden or the Client breaches the terms of this Agreement, or goes into liquidation, becomes bankrupt or enters into an arrangement with creditors or has a receiver or administrator appointed or where Spencer Ogden has reasonable grounds to believe the Client will not pay Spencer Ogden's invoice on the payment terms agreed in clause 6.2.
- 11. RESTRICTION**
- 11.1 Subject to clause 11.2 below, should the Client, or any client of the Client or any third party to whom the Client has Introduced the Contractor, either during the Assignment or within the Quarantine Period Employ or otherwise Engage the Contractor other than through Spencer Ogden the Client shall pay Spencer Ogden the Transfer Fee.
- 11.2 Where the Regulations apply, the Client may by giving five (5) days' prior written notice as an alternative to paying the Transfer Fee elect to extend the Services of the Contractor for an Extended Period of Hire.
- 11.3 No refund of the Transfer Fee will be paid in the event that the Employment or Engagement subsequently terminates. Any applicable Value Added Tax is payable in addition to any fee due.
- 11.4 Clauses 11.1 and 11.2 shall survive the termination of the Agreement for the Quarantine Period.
- 12. LIABILITY**
- 12.1 SAVE FOR DEATH OR PERSONAL INJURY CAUSED BY SPENCER OGDEN'S NEGLIGENCE, SPENCER OGDEN SHALL NOT BE LIABLE FOR ANY LOSS, EXPENSE, DAMAGE OR DELAY ARISING FROM AND IN CONNECTION WITH ANY FAILURE ON THE PART OF THE CONTRACTOR TO PERFORM THE SERVICES NOR FOR ANY NEGLIGENCE WHETHER WILFUL OR OTHERWISE, DISHONESTY, FRAUD, ACTS OR OMISSIONS, MISCONDUCT OR LACK OF SKILL OF THE CONTRACTOR HOWSOEVER ARISING.
- 12.2 SPENCER OGDEN SHALL NOT BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL LOSSES OR DAMAGE INCLUDING BUT NOT LIMITED TO; LOSS OF PROFITS, REVENUE, GOODWILL, ANTICIPATED SAVINGS OR FOR CLAIMS BY THIRD PARTIES ARISING OUT OF SPENCER OGDEN'S PERFORMANCE OR FAILURE TO PERFORM ANY OF ITS OBLIGATIONS IN THIS AGREEMENT.
- 12.3 NOTWITHSTANDING ANY PROVISIONS TO THE CONTRARY IN ANY LEGAL INSTRUMENT BETWEEN THE PARTIES AND TO THE EXTENT PERMITTED BY LAW, THE SOLE AGGREGATE LIABILITY OF SPENCER OGDEN TO THE CLIENT ARISING IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS IMPOSED, SHALL BE LIMITED TO TWO HUNDRED AND FIFTY THOUSAND POUNDS (£250,000).
- 13. INDEMNITY**
- 13.1 THE CLIENT SHALL INDEMNIFY AND KEEP INDEMNIFIED SPENCER OGDEN AGAINST ANY COSTS, CLAIMS OR LIABILITIES INCURRED DIRECTLY OR INDIRECTLY BY SPENCER OGDEN ARISING OUT OF OR IN CONNECTION WITH ANY ASSIGNMENT INCLUDING (WITHOUT LIMITATION) AS A RESULT OF ANY BREACH OF THIS AGREEMENT BY THE CLIENT AND /OR ANY BREACH BY THE CLIENT, OR ANY OF ITS EMPLOYEES OR AGENTS, OF ANY APPLICABLE STATUTORY PROVISIONS.
- 14. HEALTH, SAFETY AND ENVIRONMENT**
- 14.1 The Client shall ensure that the Contractor works in a safe environment in accordance with a safe system of work. The Client shall be responsible for ensuring medical and repatriation insurance cover is in place for the Contractor if the Services are to be provided offshore or outside the Contractor's home country of residence.
- 15. DATA PROTECTION**
- 15.1 The Client acknowledges that it may receive personal data relating to the Contractor and undertakes to process any personal data fairly and lawfully in accordance with any applicable data protection legislation.
- 16. SANCTIONS**
- 16.1 Except with Spencer Ogden's prior written approval, the Client will ensure that the Contractor does not during the term of this Agreement travel to and/or supply Services in or for any country, or to any business, client or person, or be asked to complete any task that would cause the Contractor or Spencer Ogden to violate any sanction or embargo, whether issued by the European Union, the United Kingdom, the United Nations and/or the United States of America or any other country or body.
- 16.2 The Client acknowledges that failure to notify or to observe the provisions of this clause 16.1 may render the Client liable to criminal proceedings. The Client acknowledges no non-disclosure agreement or other confidentiality agreement will restrain Spencer Ogden or the Contractor from making appropriate notifications to any legal authority of the request.
- 17. ANTI-CORRUPTION**
- 17.1 Spencer Ogden conducts its business to the highest standards and upholds all relevant legislation to counter bribery and corruption in the jurisdictions in which it operates. To this end the Client confirms to Spencer Ogden that it will comply with the provisions of the *Bribery Act 2010* and that it will not offer, give or agree to give any gift or other consideration to any employee or other representative of Spencer Ogden, which could be perceived as an inducement or a reward for any act or failure to act connected to the award or performance of this Agreement.
- 18. EQUAL OPPORTUNITIES, ANTI-SLAVERY AND HUMAN TRAFFICKING**
- 18.1 Spencer Ogden is committed to equal opportunities and expects all Clients to comply with the *Equality Act 2010* as regards the selection, short-listing and treatment of any Contractor.
- 18.2 Spencer Ogden observes the Modern Slavery Act 2015 (the "Modern Slavery Act") and is committed to preventing acts of modern slavery and human trafficking from occurring within its business and supply chain. Spencer Ogden confirms that it is not aware of any circumstances within its supply chain that could give rise to an investigation or prosecution under the Modern Slavery Act.
- 19. GENERAL**
- 19.1 Any failure by Spencer Ogden to enforce at any particular time any one or more of its rights under this Agreement shall not be deemed a waiver of such rights or of the right to enforce this Agreement subsequently.
- 19.2 Headings contained in this Agreement are for reference purposes only and shall not affect the intended meanings of the clauses to which they relate.
- 19.3 If any provision, clause or part-clause of this Agreement is held 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.

- 19.4 This Agreement may not be modified or amended except in writing and signed by a duly authorised representative of Spencer Ogden.
- 19.5 Where there is a conflict of provisions between this Agreement and the Contractor Schedule, the Contractor Schedule shall take precedence.

- 20. GOVERNING LAW AND DISPUTE RESOLUTION**
- 20.1 This Agreement shall be governed and construed in accordance with English Law and the Courts of England shall have exclusive jurisdiction.
- 20.2 If any dispute or difference shall arise between the parties in relation to this Agreement, the parties shall in good faith attempt to resolve such dispute or difference via senior members of each organisation in the first instance.

Signed for and on behalf of **SPENCER OGDEN LIMITED.**
with the company number 06979438 having its registered address at 24 King William Street, London, EC4R 9AT

SIGNED

PRINT NAME:

TITLE:

DATE:

Signed for and on behalf of [INSERT COMPANY NAME] **THE CLIENT**
Company number: [INSERT NUMBER]
Registered address: [INSERT REGISTERED ADDRESS].

SIGNED

PRINT NAME:

TITLE:

DATE:



CONTRACTOR SCHEDULE FOR THE SUPPLY OF CONTRACTOR SERVICES TO A CLIENT ON A MARGIN ONLY BASIS

THIS AGREEMENT IS BETWEEN:
Spencer Ogden Limited at 24 King William Street, London, EC4R 9AT (“**SPENCER OGDEN**”) and
the Client.

CLIENT INFORMATION

Client Name [insert client name]

Client Registered Address

Client Company Number

Client VAT Number

Location/s where Services are to be delivered

Client hiring/line manager

Contact Number for Client hiring/line manager

CONTRACTOR SERVICES INFORMATION

Contractor Name [insert contractor name]

Description of the Services To provide the Client with [insert job title] Services

Start of Assignment Day Month 2023

End of Assignment Day Month 2023

Specific hours/days/time keeping requirements To be agreed locally by Contractor and Client

Notice period for Client to terminate Assignment

Notice period for Spencer Ogden to end Assignment

CHARGE RATE INFORMATION

Spencer Ogden Charge £ per

Call-out / additional fees / expenses

Invoicing frequency Monthly

Payment Agreement 14 days from the date stated on the invoice

INVOICING DETAILS

Contact Name

Billing Company Client billing full entity name

Invoice Address Type invoice address

Accounts Email Address Type billing email address

ADDITIONAL INFORMATION AND AGREED VARIATIONS TO STANDARD TERMS OF BUSINESS

[ADD IN ANY ADDITIONAL INFORMATION HERE]

Signed for and on behalf of **SPENCER OGDEN LIMITED.**
with the company number 06979438 having its registered address at 24 King
William Street, London, EC4R 9AT

SIGNED

PRINT NAME:

TITLE:

DATE:

Signed for and on behalf of [INSERT COMPANY NAME] **THE CLIENT**
Company number: [INSERT NUMBER]
Registered address: [INSERT REGISTERED ADDRESS].

SIGNED

PRINT NAME:

TITLE:

DATE: