



CONSULTANCY AGREEMENT

Between
Audeliss Limited
and
HM Treasury

DATED

27th July 2015

TABLE OF CONTENTS

CLAUSE

- 1. DEFINITIONS**
- 2. THE CONTRACT**
- 3. INFORMATION TO BE PROVIDED**
- 4. VERIFICATION OF EXECUTION OF THE SERVICES**
- 5. CHARGES**
- 6. PAYING THE CONSULTANCY**
- 7. INTRODUCTION FEES**
- 8. TERMINATION OF THE ASSIGNMENT**
- 9. CONFIDENTIALITY AND DATA PROTECTION**
- 10. INTELLECTUAL PROPERTY RIGHTS**
- 11. LIABILITY**
- 12. NOTICES**
- 13. SEVERABILITY**
- 14. LAW**
- 15. SCHEDULE TO AGREEMENT**

This agreement is made on 27th July 2015

THE PARTIES

- (1) Audeliss Limited (registered company no. [REDACTED] of 19-21 Hatton Garden, London, EC1N 8BA ("the Employment Business").
- (2) HM Treasury of 1 Horse Guards Road, SW1A 2HQ the Client") to whom the Consultancy is introduced. For the avoidance of doubt the Client shall also include any subsidiary or associated person, firm or corporate body (as the case may be) to whom the Consultancy is introduced.

THE RECITALS

- (A) The Employment Business carries on the business of sourcing and supplying consultancies to provide services to clients of the Employment Business. The Client has instructed the Employment Business to supply a Consultancy to provide certain services, as specified in the attached schedule ("the Schedules") ("the Consultancy Services").
- (B) The Employment Business will introduce a Consultancy to the Client to provide the Consultancy Services to the Client on the terms and subject to the conditions of this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS

1.1. In this Agreement the following definitions apply:

"Assignment" means the period during which the Consultancy is supplied by the Employment Business to provide the Consultancy Services to the Client;

"Charges" means the charges as notified to the Client at the commencement of the Assignment and which may be varied by the Employment Business from time to time during the Assignment. The charges are comprised of the Consultancy Fees, the Employment Business's commission, and any travel, hotel or other disbursements as may have been agreed with the Client or, if there is no such agreement, such expenses as are reasonable;

"Conduct Regulations" means the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (as amended or the Conduct of Employment Agencies and Employment Businesses Regulations (Northern Ireland) 2005 (as amended);

"Consultancy" means the person, firm or corporate body introduced to the Client by the Employment Business to carry out an Assignment (and save where otherwise indicated, includes Consultancy Staff and any third party to whom the provision of the Consultancy Services is assigned or sub-contracted with the prior approval of the Client);

"Consultancy Fees" means the fees payable to the Consultancy for the provision of the Consultancy Services;

"Consultancy Staff" means any officer, employee or representative of the Consultancy supplied to provide the Consultancy Services;

"Engagement" means any engagement, employment or use of the Consultancy's services or the services of any Consultancy Staff, directly by the Client or by any third party to whom they have been introduced by the Client on a permanent or temporary basis, whether under a contract of service or for services, an agency, licence, franchise or partnership arrangement, or any other engagement or through another



employment business; and "Engage", "Engages" and "Engaged" shall be construed accordingly;

"Introduction"

means (i) the passing to the Client of a curriculum vitae or information which identifies the Consultancy or Consultancy Staff or (ii) the Client's interview of a Consultancy or Consultancy Staff (In person, by telephone or by any other means), following the Client's instruction to the Employment Business to supply a Consultancy; or (iii) the supply of a Consultancy; and, in any case, which leads to an Engagement of that Consultancy or Consultancy Staff; and "Introduces" shall be construed accordingly;

"Introduction Fee"

means the fee payable by the Client in accordance with clause 7;

"Remuneration"

includes gross base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, the benefit of a company car and all other payments taxable, (and, where applicable, non-taxable) payable to or receivable by the Consultancy for services rendered to or on behalf of the Client. Where a company car is provided, a notional amount of [REDACTED] will be added to the sums paid to the Consultancy in order to calculate the Employment Business' fee.

1.2. Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.

1.3. The headings contained in this Agreement are for convenience only and do not affect their interpretation.

2. THE CONTRACT

2.1. This Agreement together with the Schedule ("Agreement") constitutes the contract between the Employment Business and the Client for the supply of the Consultancy Services by the Employment Business to the Client, and is deemed to be accepted by the Client by virtue of its request for, interview with, or Engagement of a Consultancy or the passing of any information about the Consultancy to any third party following an Introduction.

2.2. This Agreement contains the entire agreement between the Parties and unless otherwise agreed in writing by the proprietor of the Employment Business shall prevail over any terms of business or purchase conditions (or similar) put forward by the Client.

2.3. This Agreement is deemed to be accepted by the Client by virtue of its request for the introduction of a Consultancy, Engagement of a Consultancy or the passing of any information about the Consultancy to any third party following an Introduction.

2.4. Subject to Clause 5.2 no variation or alteration to this Agreement shall be valid unless the details of such variation are agreed between the proprietor of the Employment Business and the Client and are set out in writing and a copy of the varied terms is given to the Client stating the date on or after which such varied terms shall apply.

2.5. The Client acknowledges that the Consultancy and the Consultancy Staff carrying out the Assignment have opted out of the Conduct Regulations and further that any person to whom the performance of the Consultancy Services has been assigned or sub-contracted has opted out of the Conduct Regulations and that none of the Conduct Regulations apply to any Assignments governed by this Agreement.

2.6. The Client acknowledges that the Consultancy may supply any of the Consultancy Staff to perform the Consultancy Services and where the Consultancy is unable to provide any part of the Consultancy Services for whatever reason the Consultancy shall be entitled to assign or sub-contract the performance of the Consultancy Services provided that the Employment Business and the Client are reasonably satisfied that the assignee or sub-contractor has the required skills, qualifications, resources and personnel to provide the Consultancy Services to the required standard and that the terms of any such assignment or sub-contract



contain the same obligations imposed by the agreement between the Consultancy and the Employment Business.

- 2.7. The Client acknowledges that the Consultancy shall be permitted to determine how it will provide the Consultancy Services and will have the flexibility to determine the number of hours required and the times worked, to complete the Consultancy Services, subject to the Consultancy complying with any reasonable operational requirements of the Client. The Consultancy will be at liberty to determine the location at which it will provide the Consultancy Services, but where the Consultancy Services are undertaken at the Client's site, the Consultancy will comply with any reasonable requirements relating to working hours, and any other operational requirements in relation to the Client's site.

3. INFORMATION TO BE PROVIDED

- 3.1. Prior to the commencement of the Assignment, or if this is not practical, upon commencement of the Assignment, the Employment Business will send to the Client the Information set out in the Schedule including:
- 3.1.1. the identity of the Consultancy and the Consultancy Staff supplied by the Consultancy to carry out the Assignment;
 - 3.1.2. details of the Consultancy Services to be provided;
 - 3.1.3. the Charges; and
 - 3.1.4. the length of notice that the Client would be entitled to give and receive to terminate the Assignment.

4. VERIFICATION OF EXECUTION OF THE CONSULTANCY SERVICES

- 4.1. At the end of each month of the Assignment (or at the end of the Assignment where the Assignment is for a period of less than 1 month or is completed or finished before the end of a month) the Client shall verify the execution of the Consultancy Services by signature of a form provided to the Client for this purpose.
- 4.2. Verification by the Client of the execution of the Consultancy Services constitutes acceptance by the Client that the Consultancy Services have been provided satisfactorily and in accordance with this Agreement. Failure to verify execution in writing does not affect the Client's obligation to pay the Charges in respect of the work done. In the event that the Client is dissatisfied with the work performed by the Contractor the provisions of clause 8 below shall apply.

5. CHARGES

- 5.1. The Client agrees to pay the Charges. VAT is payable at the applicable rate on the entirety of the Charges.
- 5.2. The Employment Business reserves the right to vary the Charges agreed with the Client, by giving written notice to the Client, in order to comply with any additional liability imposed by statute or other legal requirement or entitlement.
- 5.3. The Charges are invoiced to the Client on a monthly basis and are payable within 28 days.
- 5.4. The Employment Business reserves the right to charge interest under the Late Payment of Commercial Debts (Interest) Act 1998 on invoiced amounts unpaid by the due date at the rate of 8% per annum above the base rate from time to time of the Bank of England from the due date until the date of payment.
- 5.5. The Client's obligations under this clause 5 shall be performed without any right of the Client to invoke set-off, deductions, withholdings or other similar rights.

6. PAYING THE CONSULTANCY

The Employment Business is responsible for paying the Consultancy Fees.

7. INTRODUCTION FEES

- 7.1. The Client shall be liable to pay the Employment Business an Introduction Fee where the Employment Business Introduces the Consultancy to the Client and:
- 7.1.1. the Client Engages the Consultancy or any Consultancy Staff either directly or through another Employment Business within a period of 12 months from the termination of the Assignment in respect of which the Consultancy or Consultancy Staff was supplied, or if there was no supply, within 12 months of the introduction of the Consultancy by the Employment Business to the Client; or
 - 7.1.2. where the Client introduces the Consultancy to a third party and such introduction results in an Engagement of the Consultancy or any Consultancy Staff by the third party within 12 months from the date of the introduction by the Client to the third party.
- 7.2. The Introduction Fee will be calculated at [REDACTED] of the remuneration or fees (including salary, benefits and any guaranteed payments) payable to the Consultancy provided that the Engagement takes place within a period of 12 months from the termination of the Assignment under which the Consultancy was supplied, or if there was no Assignment, within 12 months of the Introduction of the Consultancy by the Employment Business. Where the Client fails to inform the Employment Business of the fee or annual remuneration payable to the Consultancy, the introduction fee will be calculated by multiplying the daily charge of the Employment Business for the Consultancy's services by 240.
- 7.3. No refund of the Introduction Fee will be paid in the event that the Engagement subsequently terminates.
- 7.4. VAT is payable in addition to any Introduction Fee due.

8. TERMINATION OF THE ASSIGNMENT

- 8.1. Either party may terminate the Assignment by giving to the other party in writing the period of notice specified in the Schedule.
- 8.2. Notwithstanding the provisions of clause 8.1 the Client may terminate the Assignment forthwith by notice in writing to the Employment Business where:
- 8.2.1. the Consultancy has acted in breach of any statutory or other reasonable rules and regulations applicable to them while providing the Consultancy Services; or
 - 8.2.2. the Client reasonably believes that the Consultancy has not observed any condition of confidentiality applicable to the Consultancy from time to time; or
 - 8.2.3. the Client is dissatisfied with the Consultancy's provision of the Consultancy Services.
- 8.3. The Employment Business may terminate an Assignment forthwith by notice in writing if:
- 8.3.1. the Client is in wilful or persistent breach of its obligations under this Agreement and where the breach is capable of being remedied, fails to remedy the breach within 7 days of receiving written notice from the Employment Business to do so; or
 - 8.3.2. the Client fails to pay any amount which is due to the Employment Business in full and on the date that the payment falls due; or
 - 8.3.3. the Client is dissolved, ceases to conduct all (or substantially all) of its business, is or becomes unable to pay its debts as they fall due, is or becomes insolvent or is declared insolvent, or convenes a meeting or makes or proposes to make any arrangement or composition with its creditors; or
 - 8.3.4. an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the Client; or

- 8.3.5. an order is made for the winding up of the Client, or where the Client passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation or amalgamation where the resulting entity will assume all the obligations of the other party under this Agreement); or
- 8.3.6. (where the Client is an individual) the Client dies, or as a result of illness or incapacity becomes incapable of managing his or her own affairs, or is the subject of a bankruptcy petition or order.

9. CONFIDENTIALITY AND DATA PROTECTION

All Information relating to a Consultancy is confidential and where that information relates to an Individual is also subject to the Data Protection Act 1998 ("DPA") and is provided solely for the purpose of providing Consultancy Services to the Client. Such information must not be used for any other purpose nor divulged to any third party and the Client undertakes to abide by the provisions of the DPA in receiving and processing the data at all times. In addition information relating to the Employment Business's business which is capable of being confidential must be kept confidential and not divulged to any third party, except information which is in the public domain.

10. INTELLECTUAL PROPERTY RIGHTS

All copyright, trademarks, patents and other intellectual property rights deriving from the provision of the Consultancy Services by the Consultancy or any third party to whom the Consultancy Services are assigned or sub-contracted for the Client during the Assignment shall belong to the Client, save such rights as may be expressly owned or retained by the Consultancy and set out in the Schedule to this Agreement. Accordingly the Employment Business shall use its reasonable endeavours to ensure that the Consultancy shall (and any relevant member of the Consultancy Staff shall) execute all such documents and do all such acts in order to give effect to the Client's rights pursuant to this clause.

11. LIABILITY

- 11.1. Whilst reasonable efforts are made by the Employment Business to give satisfaction to the Client by ensuring reasonable standards of skills, integrity and reliability from the Consultancy and to provide the same in accordance with the Assignment details as provided by the Client, no liability is accepted by the Employment Business for any loss, expense, damage, costs or delay arising from the failure to provide a Consultancy for completion of the Assignment or from the negligence, dishonesty, misconduct or lack of skill of the Consultancy or if the Consultancy terminates the Assignment for any reason. For the avoidance of doubt, the Employment Business does not exclude liability for death or personal injury arising from its own negligence or for any other loss which it is not permitted to exclude under law.
- 11.2. For the avoidance of doubt, neither the Consultancy nor the Consultancy Staff are under the supervision or control of the Employment Business.
- 11.3. The Client shall advise the Employment Business of any special health and safety matters about which the Employment Business is required to inform the Consultancy and about any requirements imposed by law or by any professional body, which must be satisfied if the Consultancy is to fill the Assignment. The Client will comply in all respects with all relevant statutes, by-laws, codes of practice and legal requirements including the provision of adequate Public Liability insurance in respect of the Consultancy.
- 11.4. The Client shall indemnify and keep indemnified the Employment Business against any costs, claims damages, expenses or liabilities incurred by the Employment Business arising out of any Assignment or arising out of any non-compliance with and/ or as a result of any breach of this Agreement by the Client.

12. NOTICES

All notices which are required to be given in accordance with this Agreement shall be in writing and may be delivered personally or by first class prepaid post to the registered office of the party upon whom the notice is to be served or any other address that the party has notified the other party in writing, by email or facsimile transmission. Any such notice shall be deemed to have been served: if by hand when delivered, if by first class post 48 hours following posting and if by email or facsimile transmission, when that email or facsimile is sent.



13. SEVERABILITY

If any of the provisions of this Agreement shall be determined by any competent authority to be unenforceable to any extent, such provision shall, to that extent, be severed from the remaining provisions, which shall continue to be valid to the fullest extent permitted by applicable laws.

14. GOVERNING LAW AND JURISDICTION

This Agreement is governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.

SIGNED by Audeliss Limited

acting by 

Date

SIGNED by HM Treasury

acting by 

Date



5/8/15



15. SCHEDULE TO AGREEMENT 24th July 2015

between:

EMPLOYMENT BUSINESS	Audeliss Limited of 19-21 Hatton Garden London EC1N 8BA
CLIENT	HM Treasury of 1 Horse Guards Road London SW1A 2HQ

NATURE OF CONSULTANCY SERVICES:

SERVICES:	Interim Graduate Outreach
CONSULTANCY:	Star Potential Limited
FEE PAYABLE:	██████████ Plus VAT
AGREED DISBURSEMENTS:	Paid directly to the Consultancy by the Employment Business
COMMENCEMENT DATE:	27 th July 2015
END DATE:	27 th October 2015
NOTICE PERIOD FOR EARLY TERMINATION, IF ANY:	One week during first month, one month thereafter
INVOICING FREQUENCY:	Monthly
OTHER RELEVANT INFORMATION:	

Addendum to an Existing Contract

This document is in reference to a contract agreement dated **27 July 2015**, between the following parties that are named below in this document.

Audeliss Limited of 19-21 Hatton Garden London EC1N 8BA

HM Treasury of 1 Horse Guards Road, SW1A 2HQ

May it be known that the undersigned parties, for good consideration, do hereby agree to make the following changes and / or additions that are outlined below. These additions shall be made valid as if they are included in the original stated contract.

Stated Contract for: Consultancy Agreement dated 27th of July 2015

5.2 In this instance the employment Business accepts that the per diem rate is capped at [REDACTED] for the duration of this contract.

1 Transparency

The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Agreement is not confidential. The Customer shall be responsible for determining in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA. Notwithstanding any other term of this Agreement, the Supplier hereby gives his consent for the Customer to publish the Agreement in its entirety, including from time to time agreed changes to the Agreement, to the general public.

1 Prevention of Corruption

1.1 The Supplier shall comply with, and shall ensure that its Staff or anyone acting on the Supplier's behalf comply with the applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010.

1.2 The Supplier shall not offer or give, or agree to give, to the Customer or any other public body or any person employed by or on behalf of the Customer or any other public body any gift or consideration of any kind as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or any other contract with the Customer or any other public body, or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement or any such contract.

1.3 The Supplier warrants that it has not paid commission or agreed to pay commission to the Customer or any other public body or any person employed by or on behalf of the Customer or any other public body in connection with the Agreement.

1.4 If the Supplier, its Staff or anyone acting on the Supplier's behalf, engages in conduct prohibited by clauses 18.1 or 18.2, the Customer may:

terminate the Agreement and recover from the Supplier the amount of any loss suffered by the Customer resulting from the termination, 1.1.1 including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or

1.1.2 recover in full from the Supplier any other loss sustained by the Customer in consequence of any breach of those clauses.

1 Freedom of Information

1.1 The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall assist and cooperate with the Customer to enable the Customer to comply with its Information disclosure obligations.

1.2 The Supplier shall and shall procure that any sub-contractors shall transfer to the Customer all Requests for Information that it receives as soon as practicable and in any event within [two] Working Days of receiving a Request for Information;

(a) provide the Customer with a copy of all Information in its possession, or power in the form that the Customer requires within [five] Working Days (or such other period as the Customer may specify) of the Customer's request; and

(b) provide all necessary assistance as reasonably requested by the Customer to enable the Customer to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or Regulation 5 of the Environmental Information Regulations 2004.

1.3 The Customer shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Agreement and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations 2004.

1.4 In no event shall the Supplier respond directly to a Request for Information unless expressly authorised to do so by the Customer.

1.5 The Supplier acknowledges that (notwithstanding the provisions of this clause 25 and the provisions of clause 32) the Customer may, acting in accordance with the Secretary of State for Constitutional Affairs Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("the Code"), be obliged under the FOIA, or the Environmental Information Regulations 2004 to disclose information concerning the Supplier or the Services in certain circumstances:

(a) without consulting the Supplier; or

(b) following consultation with the Supplier and having taken their views into account;

provided always that where clause 25.5(a) applies the Customer shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Supplier

advanced notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.

1.1 The Supplier shall ensure that all information is retained for disclosure and shall permit the Customer to inspect such records as requested from time to time.

I hope this all makes sense happy to discuss

No other terms or conditions of the above mentioned contract shall be negated or changed as a result of this here stated addendum.

Signature _____

Print Name _____ Date _____

Signature  _____

Print Name  Date 5/8/15