

CONTRACT SEARCH AGREEMENT

This Agreement is made and entered into by and between:

Steadman & Chase Ltd, a company incorporated in **England and Wales (Company No. 16360741)**, with its registered office at **86–90 Paul Street, London, EC2A 4NE** (the “Agency”),

AND

[Client Name], a company incorporated under the laws of **[Jurisdiction]**, with its principal place of business at **[Client Address]** (the “Client”).

Each a “Party” and together, the “Parties”.

1. Purpose

This Agreement governs the introduction of independent Contractors by **Steadman & Chase Ltd** (the "Agency") to the Client for direct engagement on a contract basis. The Agency does not act as the Contractor’s employer, umbrella, or payroll provider.

2. Definitions

- 2.1 Contractor:** An individual introduced by the Agency for contract work.
- 2.2 Introduction:** Disclosure by the Agency of identifiable details sufficient to engage a Contractor.
- 2.3 Engagement:** Any direct or indirect contract, freelance, consultancy, or interim assignment arising from the Introduction.
- 2.4 Assignment Term:** The agreed length of the Contractor’s services as outlined by the Client.
- 2.5 Remuneration:** The Contractor’s agreed day or hourly rate multiplied by the Assignment Term.
- 2.6 Client:** The end-user organisation engaging the Contractor (not the Agency).

3. Fee Structure

- 3.1** The Agency shall supply Contractors at a **daily rate agreed in writing prior to engagement**. This rate **includes the Contractor’s pay, statutory costs, and the Agency’s service margin**. The Client shall pay the agreed daily rate for each day worked by the Contractor, in accordance with the agreed **Statement of Work or assignment schedule**.
 - 3.2** Invoices are issued on the Contractor’s confirmed start date or at the start of each monthly period.
 - 3.3** Payment terms are **30 days** from invoice date.
 - 3.4** Late payments shall incur statutory interest at **8% above the Bank of England base rate**, plus **fixed compensation of 2% compounded interest monthly after 60 days** and reasonable recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998.
 - 3.5** Where a **Statement of Work (SoW)** is issued by the Client, the Agency will ensure the introduced Contractor is **briefed on, and agrees to, the scope, timelines, and technical objectives outlined**. Any deviation from the **SoW** by the Contractor shall be escalated to the Client for **remediation**.
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4. Candidate Ownership

4.1 Candidate ownership applies for **6 months** from Introduction.

4.2 If the Contractor is engaged directly, indirectly, or through a third party within this period, a full introduction fee is due.

5. No Payroll Liability

5.1 The Client confirms it will engage and pay the Contractor directly.

5.2 The Client assumes all responsibility for verifying right to work, tax status (e.g., IR35), contracts, insurance, and regulatory compliance.

5.3 The Agency shall not be liable for employment taxes, payroll, or HMRC liabilities.

6. Replacement & Re-Introduction

6.1 Should a Contractor leave within the first **2 weeks**, a replacement shortlist will be provided.

6.2 No refund applies after this period.

6.3 If the same Contractor is re-engaged within **12 months**, a repeat introduction fee applies.

7. Confidentiality

All commercial and candidate information exchanged shall remain confidential for **5 years**.

8. Data Protection

Both Parties agree to comply with **UK GDPR** and related laws. The Agency confirms Contractors have consented to share their data.

9. Limitation of Liability

The Agency's liability shall not exceed fees paid under this Agreement. It is not liable for Contractor conduct, performance, or losses.

10. Governing Law

This Agreement is governed by **English law**. Any disputes shall be heard in the courts of **England and Wales**.

11. Termination

11.1 Either Party may terminate this Agreement **by giving thirty (30) days' written notice to the other Party**.

11.2 Termination shall not affect any rights or obligations accrued prior to the **termination date**.

11.3 Termination shall not relieve the Client of its obligation to pay any outstanding fees due to the Agency.

12. Force Majeure

Neither Party shall be liable for any delay or failure to perform its obligations under this Agreement if such delay or failure is due to an event beyond its reasonable control, including but not limited to acts of God, war, pandemic, government restrictions, natural disasters, strikes, or interruption of utilities or transportation ("Force Majeure Event"). The affected Party shall notify the other promptly of the Force Majeure Event and use reasonable efforts to resume performance.

13. Warranties & Representations

- 13.1** Each Party warrants that it has full power and authority to enter into this Agreement.
13.2 The Agency warrants that, to the best of its knowledge, the **Contractors introduced have consented to the sharing of their information and have represented their credentials truthfully.**
13.3 The Client warrants it will engage Contractors in compliance with all applicable employment, tax, immigration, and regulatory laws.
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14. Non-Circumvention

The Client **agrees not to circumvent the Agency by directly or indirectly hiring or engaging, or facilitating the engagement of, any Contractor introduced by the Agency without payment of the agreed fee.** This obligation applies for a period of **12 months from the date of Introduction.**

15. Assignment

Neither Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party, except that the Agency may assign this Agreement to a successor entity or affiliate as part of a business restructuring or sale.

16. Entire Agreement and Amendments

This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and understandings. Any changes or modifications to this Agreement must be made in writing and signed by both Parties.

17. Signatures

Steadman & Chase Ltd

Signature:

Name: Jake Cook

Title: Founder & Managing Director

Date:

[Client Name]

Signature:

Name:

Title:

Date: