

# Contract for Services

**Important: This is a legally binding document between us. Read it carefully, and let us know if there is anything You disagree with or You do not understand. This contract establishes legal rights and obligations for both of us.**

This contract is agreed between:

A. (Company No. ) (The Company), and  
B. of; ("You")

## Background

1. The company tenders for and is appointed by its clients to provide services ("the Contractor Services").
2. The company engages with operatives to assist in the provision of the Services (the "Services").
3. It is the responsibility of the company to decide which operatives they supply to perform the services. This includes substituting operatives supplying the services at their sole discretion, provided that the substitute possesses the required skills to perform the services.
4. You have the skills, abilities, licences and clearances (whether provided by You or any of Your staff) which will be made available to the company.
5. You agree that where You provide Services to the company in the furtherance of the provision of the Contractor Services then the terms and conditions in this agreement will apply ("the Contract").
6. Unless varied or amended or otherwise agreed between You and the company (whether verbally or otherwise) in accordance with the specific provisions of this contract, these written terms and conditions shall apply throughout this contract.

## The Services

7. You will provide services to the company. The scope and extent of the services will be agreed verbally between us from time to time or will be confirmed in written assignment schedules generated by the company or the company's client.
8. Subject to clause 13, You will ensure that the Services are provided to the standard expected by the company and the company's client as well as complying with any standards specified in any schedule that is generated from time to time.
9. You and Your staff will comply with relevant health and safety procedures, security measures and site timescales.
10. The company's client will notify You of the site or premises where the Services will be provided, and You will provide the Services at the location specified by the company's client. The company's client or the company's client's client will retain the control of the site or premises.
11. The provision of tools and equipment and any associated charges, costs and maintenance will be agreed from time to time between You and the company depending on the nature of the Services. the company does not anticipate that You will be required to provide major tools or items of equipment for the provision of the Services.

## Responsibility for the Services

12. The company will not supervise, direct or control the manner in which You provide the Services. You will have discretion as to the methods used to provide the Services.
13. You will be responsible for the provision of the Services under this agreement (whether provided by You or by Your staff).
14. Where required by the Services, You warrant that You have the necessary clearances and licences to provide the Services. You will inform the company immediately where these clearances or licences are revoked, rescinded, invalidated, suspended or are not operational.
15. You are responsible for the rectification of any defective work or damage caused by You or Your staff. the company will have sole discretion as to whether You rectify the defective work or whether You are required to bear the cost of another party rectifying any defective work. Where You are required to bear the cost of any rectification then You agree that the company can deduct the cost of rectification from any monies owed by the company to You.
16. Under this contract You are responsible for the Services and You are responsible for ensuring that the relevant insurance policies including public liability insurance are in place to cover the provision of Services.

17. You agree that whilst the company has insurance in place to cover its own liabilities this does not extend to covering Your own liability for the Services.

#### **Provision of the Services**

18. You will provide the Services Yourself or by utilising substitutes, employees or hired assistants (Your 'staff'). Your staff may be rejected by the company only if in the reasonable opinion of the company Your staff do not possess the necessary skills or qualifications to carry out the Services.
19. You will ensure that Your staff have the necessary clearances and/or licences to provide the services. You will notify the company immediately where any of the said licences are revoked, rescinded, invalidated, suspended or are not operational.
20. There shall be no contractual or financial relationship between the company and Your staff. You are solely responsible for arranging payments to any staff that You engage to provide the services.
21. You are responsible for ensuring that the company or where more practically appropriate the company's client is informed of the fact that staff are utilised to provide the Services in order to ensure that health and safety and on-site security measures are complied with.
22. Where You use staff to provide the services then You are responsible for the Services that Your staff provide, and You are responsible for ensuring Your staff's compliance with these terms.
23. You agree that You are responsible for remedying any defective work done by any staff that You engage to provide the Services. You agree that the company has discretion as to how said defective work is remedied and that the costs of said remedy can be deducted from any monies that the company owes You.
24. You are responsible for any statutory payments (including but not limited to holiday pay and sick pay where appropriate) that are due to any staff engaged by You to provide the services. You agree to indemnify the company from any costs or losses resulting from any claims that any staff may make against the company for such payments.
25. You are responsible for how You engage any staff and You are responsible for any tax and National Insurance contributions due on any payments to Your staff. For the avoidance of doubt the deduction of tax and National Insurance by the company from payments made to You in no way creates or implies an obligation on the company to administer or collect the tax and National Insurance Contributions of Your staff.
26. At all times during the currency of this agreement You will at the company's request provide any information relating to the provision of the Services, and complete timesheets, expenses claims forms or any other documents the company may request. This obligation applies whether or not You are currently providing Services to the company.

#### **Extent of this engagement**

27. This contract can only be terminated in accordance with clause 46 or 47.
28. the company has no obligation to provide work to You and You have no obligation to undertake the work that is offered. The company makes no guarantee that work will be available to You.

#### **Billing, fees and payment**

29. You do not have to submit tenders for the Services.
30. The company will negotiate and agree a rate for Your services to the company's Client.
31. The rate agreed by the parties is the fully inclusive rate payable by the company to You and includes any costs incurred by You relating to Your staff.
32. The company operates a self-billing invoice system and will provide You with a statement at a frequency agreed between You and the company from time to time. This statement shall constitute a self-billed invoice for the Services. You do not have to raise a separate invoice for the Services.
33. For the avoidance of doubt only the company and You can agree the rate for the provision of the Services between us. Any rates specified on schedules issued by the company's client are the rates for the Contractor Services and do not apply to the Services provided by You under this contract.
34. The company may at its discretion pay You any reasonable expenses incurred by You in the provision of the Services. The company will only pay expenses in accordance with its expenses policy and in any event the company retains absolute discretion as to whether to make any payment of expenses, and in what amounts.
35. See clauses 37, 38 and 39 for the treatment of this contract for tax purposes.

### **Status of this engagement**

36. Under this contract You will not be an employee or a worker of the company for general statutory employment rights purposes.
37. The tax and National Insurance rules applied by HM Revenue & Customs are not the same as for general statutory employment rights purposes. Under this contract all payments to You for the Services will constitute employment income, but for tax and National Insurance purposes only.
38. Therefore in accordance with HMRC rules and the company's client's requirements, the company will deduct PAYE and Class 1 National Insurance Contributions from payments for Services made by the company to You. the company will also account to HMRC for Secondary Class 1 National Insurance Contributions on all payments for Services made to You by the company under this agreement. You agree to this treatment and to the deduction of these amounts from any payments made by the company to You.
39. The above clauses 37 and 38 apply for the express and limited purposes of HM Revenue & Customs' treatment of this engagement. For tax purposes only, this engagement constitutes employment under Section 4 of the Income Tax (Earnings and Pensions) Act 2003 ("ITEPA").
40. Otherwise than as explicitly specified under this contract You are a Self-employed Operative. You have no contractual entitlement to sick pay, nor to any other payment during periods when Services are not provided including where the Services are cancelled by the company or by the company's client.
41. Except as mentioned in clauses 36 and 38 for the express purpose of ITEPA, the parties agree that the relationship between them is not one of employer and employee and that You are not engaged as a worker by the company.
42. You are not entitled to participate in the company's or the company's client's grievance and disciplinary procedure.

### **Termination of this contract**

43. This agreement is exclusively between the company and You and does not represent or imply a contract between the company and Your staff or between the company's client and You or Your staff.
44. You acknowledge that there is no agreement between the company and the company's Client for the exclusive provision of You or Your staff.
45. This agreement may be terminated by either party giving the other one week's notice.
46. If You stop providing Services this contract will continue to remain in force until terminated by either You or the company in writing, or 6 weeks have passed, whichever occurs first.

### **Miscellaneous**

47. You confirm that You have read and understood the terms and conditions of this contract and have had the opportunity to discuss this agreement with any person or professional adviser You consider necessary before signing.
48. Both parties agree this is intended to be a legally binding contract governing the nature of the contractual relationship between them.
49. Both parties agree that, with the exception of verbal agreements referred to in the agreement, these terms and conditions represent the whole agreement between them. No variations may be made to these terms unless agreed in writing by both parties.
50. Should the company fail to enforce or apply any of the rights that it has under this Contract for Services, it shall not be construed that the company approves or agrees to any breach of contract or that it loses its rights to enforce the terms of this Contract for Services in full at any time now or in the future.
51. The Headings used in this contract for services are for ease of reference only and are not intended to be interpreted as part of the terms agreed between the parties. References to the masculine include the feminine.
52. A person who is not party to this agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
53. The parties agree that this contract is governed by the laws of England and Wales and is subject to the exclusive jurisdiction of the English and Welsh courts.
54. You are required to sign and return a copy of this contract to the company. If You fail to do so but continue to provide Your services, it will be assumed that You accept the terms herein.

**THIS IS A LEGALLY BINDING DOCUMENT:**

The parties agree that they have read and understood the terms above and that they are a true reflection of the agreement between the parties and that both parties have had the opportunity to seek advice prior to the agreement of these terms. In particular the company relies upon Your agreement that the following statements are true:

- I. You have the right to send a suitably qualified substitute to provide the Services.
- II. You are responsible for the Services provided.

By entering into this agreement the parties warrant that the above statements and the contract in its entirety are true and acknowledge that the above statements have been relied upon by the company and any future declaration by You that contradicts the above statements or the contract will render You liable for any costs or losses suffered by the company as a result of said declaration.

For and on behalf of The Company

For and on behalf of

Agreed:

Signed:

Date:

Date:

# Right to Work in the UK

It is a legal requirement for an engager to verify your right to work in the UK.

**Please send clear copies of document(s) by Post, Email or SMS along with a completed copy of this form.**

## Section A: Your Personal Details

First Name (s) .....

Surname .....

Date .....

## Section B: Right to Work in the UK

Either provide **one** of the following pieces of evidence:

- A passport showing that you are a British citizen, or have the right to work in the UK
- A passport or national identity card showing that you are a national of an EEA country or Switzerland
- A residence permit issued by the Home Office to a national from an EEA country or Switzerland
- A passport or other document issued by the Home Office which has an endorsement stating that you have a current right of residence in the UK as a family member of a national from a EEA country or Switzerland who is resident in the UK
- A passport or other travel document endorsed to show that you can stay indefinitely in the United Kingdom, or have no time limit on your stay

Or provide a P45, P60, National Insurance card or a letter from a UK Government agency together with **one** of the pieces of evidence:

- A full birth certificate issued in the UK, which includes the names of your parents
- A birth certificate issued in the Channel Islands, the Isle of Man or Ireland
- A certificate of registration or naturalisation stating that you are a British citizen
- A letter issued by the Home Office which indicates that you can stay indefinitely in the UK, or have no time limit on your stay
- An Immigration Status Document issued by the Home Office with an endorsement indicating that you can stay indefinitely in the United Kingdom, or have no time limit on your stay
- An Immigration Status Document issued by the Home Office with an endorsement indicating that you can stay in the UK and do the type of work on offer.

Or provide a work permit or other approval issued by Work Permits UK together with **one** of the pieces of evidence:

- A passport or other travel document endorsed to show that you are able to stay in the UK and can take the work permit employment in question
- A letter issued by the Home Office confirming that you are able to stay in the UK and can take the work permit employment in question

## Section C: Declaration

I am entitled to work in the UK and enclose supporting documentation

I confirm that all information supplied on this form is correct and true to the best of my knowledge



Signed ..... Date .....

Print name .....