

SELF-EMPLOYED CONTRACT FOR SERVICES

THIS CONTRACT FOR SERVICES dated2011

is made between.....(contractor)

.....("the Subcontractor")

BACKGROUND

- A. The Contractor's business is in [*e.g. construction, house-building, repair and maintenance **Ground works**. The Contractor tenders for and is appointed by its clients to complete a project for specified works at a certain site or location
- B. The Subcontractor has skills and abilities which may from time to time be available to the Contractor
- C. The Contractor and the Subcontractor agree that if the Subcontractor offers to make his services available to the Contractor and is engaged by the Contractor, the terms and conditions in this Contract for Services shall apply.
- D. It is the intention of the parties that when the Subcontractor provides the Services to the Contractor for an Assignment, such provision of Services shall constitute a separate and distinctive engagement under this Contract for Services. Unless varied or amended or otherwise agreed between the parties under clause 24, these terms and conditions shall apply for each engagement.

OPERATIVE PROVISIONS

- 1. The Contractor is not obliged to offer work on any Assignment to the Subcontractor, neither is the Subcontractor obliged to accept any work offered. The Subcontractor is not obliged to make his Services available at any time. Specifically both parties agree that they do not intend to create or imply any mutuality of obligations at any time, either during or in between any individual engagement.
- 2. The Subcontractor shall act in a professional workmanlike way at all times while carrying out the Services for the Contractor.
- 3. The Subcontractor is free to use his own initiative as how best to complete the Services and has the flexibility to arrange how and when the Services are carried out, always provided that this does not unreasonably interfere with or delay other works being carried on by or on behalf of the Contractor or with any site restrictions in place on a particular Assignment.
- 4. The Subcontractor is free to provide any services to any other party at the same time as being engaged by the Contractor and the Contractor acknowledges that it will not have first call on the services of the Subcontractor in priority to any third party.
- 5. The Subcontractor is responsible for providing his own equipment, tools and personal protective clothing and safety equipment. [***ALTERNATIVELY** The parties agree that certain equipment, tools or other ancillary equipment may be more economically provided by the Contractor, particularly if the type of Assignment is specialised or the Services are labour-only services].
- 6. The Subcontractor accepts that he is responsible for the Services, and that he is responsible for covering his own risk with a suitable policy of insurance. Where such insurance is arranged by the Contractor, the Subcontractor will either agree

to pay the Contractor the appropriate premiums on a basis to be agreed verbally or the costs will be reflected in the price or rate agreed with the Subcontractor.

PAYMENT FOR THE SERVICES

7. Formal written tenders will not be required. The parties agree that the [*price/day rate/hourly rate] for the Services and the method of payment will be negotiated and agreed between them from time to time and this shall include verbal agreements of the rate of payment for the Services.
8. [*The Subcontractor is not obliged to raise an invoice for the Services, . The Contractor will provide a pay statement to the Subcontractor in accordance with the requirements of the self-employed Construction Industry Scheme, which shall act as a self-billed invoice.
9. The Subcontractor agrees that any sums due in respect of the Subcontractor under the Construction Industry Training Board Levy Scheme may be deducted from the Subcontractor's payment for the Services.
10. Any defective work the Contractor reasonably determines has been caused by the Subcontractor, or by any substitute or hired assistant working for the Subcontractor, will be corrected by the Subcontractor at his own cost or in his own time.
11. The Subcontractor is responsible for all his travelling expenses to and from any location where he has been engaged to provide the Services. Where transport facilities are made available by the Contractor to a particular location this is entirely at the Contractor's discretion and such facilities may be withdrawn at any time and the costs of such facilities may be reflected in the price or rate agreed with the Subcontractor.
12. The Contractor and the Subcontractor are subject to the Construction Industry Scheme. The Subcontractor will provide to the Contractor at the earliest opportunity sufficient information to enable the Contractor to verify the Subcontractor's payment status with HM Revenue & Customs. The responsibility for the accuracy of this information rests with the Subcontractor, and the Subcontractor will not be entitled to receive any payment under this contract until this information has been provided to the Contractor.
13. The Subcontractor is responsible for his own National Insurance contributions.
14. As an independent business, the Subcontractor agrees that it is not entitled to sick pay or any other payment for periods when the Services are not provided to the Contractor in any circumstances.
15. The Subcontractor is not entitled to participate in the Contractor's grievance and disciplinary procedure.
16. The Subcontractor will not be entitled to receive payment for Services cancelled or where a site is closed, for example by reason of inclement weather.

HEALTH AND SAFETY

17. In the interests of Health and Safety obligations imposed on the Contractor, the Subcontractor agrees to comply with all reasonable operational rules relating to working hours, site security and safety.
18. The parties acknowledge that it may be necessary for health and safety reasons for the Subcontractor to be identifiable whether evidenced by security passes or on parts of clothing. However, the Subcontractor will not represent himself as a servant or employee of the Contractor at any time, but as an independent subcontractor in business on his own account engaged by the Contractor for the specific purpose of providing the Services.

SUBSTITUTES AND HIRED ASSISTANTS

19. The Subcontractor may, at his absolute discretion, send a substitute or hired assistant to perform the Services. The substitute or hired assistant may be rejected by the Contractor only if in the reasonable opinion of the Contractor such substitute or hired assistant does not possess the necessary skills or qualifications to carry out the Services.
20. Where a substitute or hired assistant is sent by the Subcontractor there shall be no contractual or financial relationship between the Contractor and the substitute or hired assistant. The Subcontractor is solely responsible for arranging payments to the substitute or hired assistant.

TERMINATION OF THIS AGREEMENT

21. This Agreement can be terminated by either party for any reason and without any notice being given.

MISCELLANEOUS

22. The Subcontractor confirms that he has read and understood the terms and conditions herein and has had the opportunity to discuss this agreement with any person or professional adviser he considers necessary before signing.
23. Both parties agree this is intended to be a legally binding contract governing the nature of the contractual relationship between them.
24. Both parties agree that, with the exception of verbal agreements referred to in clauses 6 and 7, 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.
25. Should the Contractor fail to enforce or apply any of the rights that it has under this Contract for Services, it shall not be construed that the Contractor 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.
26. The Headings used in the 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.
27. This contract is governed by the laws of England and Wales.

The Contractor:

Signed: Dated:

The Subcontractor:

Signed: Dated: