

## SELF EMPLOYED CONTRACT FOR SERVICES

THIS CONTRACT FOR SERVICES is made on the    day of

BETWEEN:    (1)        (“The Contractor”)  
                  (2)        (“The Sub Contractor”)

### **Sub Contractor**

By signing this contract you are confirming that whilst you are providing services to the Contractor you are doing so in the capacity of a self employed Sub Contractor and not as an employee.

### **You are obliged to:**

- Act in a professional workmanlike manner at all times.
- Make all reasonable attempts to work to the Contractor’s deadline.
- Observe Health & Safety regulations regarding working hours and will comply with all reasonable guidelines relating to working hours and security.
- Correct any defective work in your own time and at your own cost.
- Pay your own Tax and National Insurance.
- Provide an invoice for payment.
- Register for VAT if applicable.

### **You are not obliged to:**

- Work at the contractor’s location although you may agree to if you want to.
- Provide written tenders or quotes. Prices for all works will be agreed verbally from time to time.
- Provide major items of equipment/materials.
- Do any work. You may chose whether you want to provide your services but are not under any obligation to do so. i.e. you have a choice.
- Work fixed hours.

### **You have the right to:**

- Decide what method to use to complete the work. i.e. you have control.
- Leave the contractor’s premises without permission (although you should notify the Contractor for Health & Safety reasons).
- Send someone with similar experience and qualifications in you place. You will be paid for work they do and must arrange to pay them yourself. (You must notify the Contractor that you are sending someone else and the Contractor needs to approve their substitution based on their professional experience).
- End this contract without giving notice. i.e. There is no mutuality of obligation.
- Take legal advice before signing this contract, and to retain a copy of it.

### **You do not have the right to:**

- Holiday pay or sick pay.
- Take part in the Contractor’s grievance procedure.
- Hold yourself out as being an employee of the Contractor.

By signing this contract you are agreeing to be bound by its terms and you are agreeing that these terms will govern the working relationship between you and the Contractor.

You are also agreeing that the terms of this contract represent the whole contract between you and the Contractor with the exception of any verbal negotiation about price or location of the services.

**Contractor/Sub Contractor**

## General

The Contractor intends that in this working relationship you are an independent sub contractor.

### **The Sub Contractor is obliged to:**

- Perform their skills in a professional manner

### **The Contractor is not obliged to:**

- Offer you any continuing work. They may offer you the opportunity to provide your services but they are not obliged to.

### **The Sub Contractor has the right to:**

- End this contract without giving notice.
- Take legal advice before signing this contract.

### **The Contractor does not have the right to:**

- Control the methods you use when you provide you services to the Contractor.
- First call on your services – they cannot expect you to drop whatever you are doing to come and provide your services to them. It is for you to decide your own priorities.

By signing this contract the Contractor is agreeing to be bound by its terms and you are agreeing that these terms will govern the working relationship between the Contractor and you.

The Contractor is also agreeing that the terms of this contract represent the whole contract between you and the Contractor with the exception of any verbal negotiation about price or location of the services.

## General Legal Points

This Contract is governed by the laws of (England, Wales, Scotland or Northern Ireland) as appropriate and is subject to the non-exclusive jurisdiction of the (English, Welsh, Scottish and Northern Irish) Courts.

Breach of any clause or clauses in this contract will not void or annul this Contract for Services as a whole in any circumstances.

### **Contractor:**

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_

### **Sub Contractor:**

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_