

## CONTRACT FOR SERVICES

### THE PARTIES TO THIS CONTRACT ARE:

- 1) Flamingo Contracting Limited of; 4 Bembridge Crescent, Southsea, England, PO4 0QU (the 'Contractor') and;
- 2) [INSERT NAME OF INDIVIDUAL] of; [INSERT INDIVIDUAL'S ADDRESS] (the 'Subcontractor')

THIS CONTRACT IS MADE ON: [INSERT DATE]

### AGREED TERMS:

RECITALS	
A.	The Contractor tenders for and is appointed by its clients to provide services (the 'Contractor Services').
B.	The Contractor engages with subcontractors to assist in the provision of the services (the 'Services').
C.	The parties agree that where the Subcontractor agrees to provide the Services to the Contractor in the furtherance of the provision of the Contractor Services then the terms and conditions in this agreement will apply (the 'Contract').
D.	It is the intention of the parties that when the Subcontractor provides the Services to the Contractor, enabling the Contractor to provide the Contractor Services to its clients, such provision of Services shall constitute a separate and distinctive engagement under this Contract. These terms and conditions shall apply for each engagement unless varied, amended or otherwise agreed (whether verbally or otherwise) in accordance with the specific provisions of this Contract.
E.	Under these terms the Subcontractor has the right to use substitutes, its own employees or hired assistants ('Staff') to provide the Services. The term Subcontractor in this Contract is deemed to include any Staff that the Subcontractor engages to provide the Services.
F.	The Subcontractor has the skills, abilities, licences and clearances (whether provided by the Subcontractor or any Staff) which may from time to time be available to the Contractor.

### 1. THE SERVICES:

- 1.1 The Subcontractor will provide [INSERT AS MUCH DETAIL OF THE SERVICES AS POSSIBLE] services to the Contractor. Due to the fluctuating nature of the work available the scope and extent of the Services will be agreed verbally by the parties from time to time or will be confirmed in written assignment schedules generated by the Contractor or the Contractor's client.
- 1.2 Where a written assignment schedule is issued then it will be deemed to be accepted on the earlier of:

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- a) The Subcontractor issuing written acceptance of the assignment schedule; or
  - b) Any act by the Subcontractor consistent with fulfilling the assignment schedule.
- 1.3 The Subcontractor will ensure that the Services are provided to the standard expected by the Contractor and the Contractor's client as well as complying with any standards specified in any assignment schedule that is generated from time to time.
- 1.4 Neither the Contractor nor any other person will or has the right to supervise, direct or control the manner in which the services are provided by the Subcontractor. The Subcontractor (and his Staff) will have discretion as to the methods used to provide the Services whilst always ensuring that the relevant health, safety and site security measures are observed.
- 1.5 Due to the nature of the Services to be provided the Subcontractor will provide the Services at the site or premises notified to the Subcontractor by the Contractor. The Contractor or the Contractor's client will retain the control of the site or premises.
- 1.6 The Subcontractor is responsible for the provision of the Services under this Contract. The Subcontractor agrees that he is legally responsible for the Services and that he is responsible for ensuring that the relevant insurance policies including, but not limited to, public liability insurance are in place to cover the provision of Services. The Subcontractor agrees and accepts that whilst the Contractor has insurance in place to cover its liability for the Contractor Services this cover does not extend to covering the Subcontractor's liability for the Services.
- 1.7 Unless agreed otherwise either verbally or in writing the Subcontractor is not required to provide major tools or equipment for the provision of the Services. For the avoidance of doubt, the Subcontractor will be required to provide their own hand tools and other small equipment required to provide the Services.
- 1.8 The Subcontractor is responsible for the rectification of any defective work or damage caused by the Subcontractor or the Subcontractor's Staff. The Contractor will have sole discretion as to whether the Subcontractor rectifies the defective work or whether the Subcontractor is required to bear the cost of another party rectifying the defective work. Where the Subcontractor is required to bear the cost of any rectification then the Subcontractor agrees that the Contractor can deduct the cost of said rectification from any monies owed by the Contractor to the Subcontractor.
- 1.9 The Subcontractor is responsible for all travelling expenses to and from any location where he has been engaged to provide the Services.
- 1.10 The Contractor is not obliged to offer any work on any assignment to the Subcontractor at any time and the Subcontractor is not obliged to accept any work on any assignment at any time. The offer of work by the Contractor does not in any way oblige the Contractor to offer further work or prevent the Contractor from withdrawing work already offered. The acceptance of any work by the Subcontractor does not oblige the Subcontractor to accept any further work or prevent the Subcontractor from withdrawing from work already accepted whether it is before, during or after any particular period of work.
- 1.11 This Contract is non-exclusive. The Subcontractor is free to work for any other parties concurrently with this Contract.

## **2. PAYMENT TERMS:**

- 2.1 The parties agree that the Subcontractor is not obliged to submit tenders for work. The parties agree that the rate for the Services and frequency of payment will be negotiated and agreed verbally by the parties from time to time.

- 2.2 For the avoidance of doubt only the Contractor and the Subcontractor can agree the rate for the provision of the Services. Any rates specified on assignment schedules provided by the Contractor's client are the rates for the Contractor Services and do not apply to the Services provided under this Contract.
- 2.3 The Subcontractor is not obliged to raise invoices for the Services. The Contractor will provide the Subcontractor with a remittance statement at a frequency to be agreed verbally by the parties from time to time and this shall act as a self-billed invoice. This may be sent electronically to the Subcontractor and the Subcontractor hereby consents to the use of electronic communication for this purpose.
- 2.4 The Subcontractor agrees that as a self-employed subcontractor he has no entitlement to holiday pay, sick pay or any other payment during periods when Services are not provided including where the Services are cancelled by the Contractor or the Contractor's client.
- 2.5 As a self-employed subcontractor, the Subcontractor is responsible for his own tax and National Insurance contributions and will be paid gross by the Contractor. How the Subcontractor satisfies his tax and National Insurance responsibilities is a matter for the Subcontractor.

### **3. SCOPE & TERMINATION:**

- 3.1 The parties agree that the relationship between the parties is not one of employer and employee and that the Subcontractor is not a worker of the Contractor and consequently does not have the associated statutory rights.  
  
The Subcontractor shall not, and procures that his Staff shall not, pledge the credit of the Contractor, sign any document, enter into any agreement or make any promise on behalf of the Contractor.
- 3.2 The Subcontractor is not entitled to participate in the Contractor's or the Contractor's client's grievance and disciplinary procedure.
- 3.3 This Contract may be immediately terminated by either party for any reason.
- 3.4 This Contract is exclusively between the Contractor and the Subcontractor and does not represent or imply a contract between the Contractor and the Subcontractor's Staff or between the Contractor's client and the Subcontractor or the Subcontractor's Staff.
- 3.5 The Subcontractor acknowledges and accepts that the Contractor is not obliged to utilise the Subcontractor for the provision of the Contractor Services and that there is no agreement between the Contractor and the Contractor's client for the exclusive provision of the Subcontractor.

### **4. HEALTH & SAFETY**

- 4.1 The Subcontractor will ensure that he complies with all and any site operational rules relating to working hours, site security and site safety in accordance with the health and safety obligations of the Contractor and the Contractor's client.
- 4.2 Where the Services undertaken are specialised the Subcontractor warrants that he has the necessary clearances and licences to provide the Services. The Subcontractor will inform the Contractor immediately where these clearances or licences are revoked, rescinded, invalidated, suspended or not operational.
- 4.3 The parties acknowledge that it may be necessary for health and safety reasons for the Subcontractor to be identified on site whether evidenced by security passes, or on parts of clothing (including clothing or PPE bearing the Contractor's or the Contractor's client's logo).

However, the Subcontractor will not represent himself as a servant or employee of the Contractor or the Contractor's client 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.

## **5. SUBCONTRACTOR'S STAFF**

- 5.1 The Subcontractor may send Staff to provide the Services. The Staff may be rejected by the Contractor only if in the reasonable opinion of the Contractor such Staff do not possess the necessary skills or qualifications to carry out the Services. The Subcontractor will ensure that any Staff have the necessary clearances and/or licences to provide the Services. The Subcontractor will notify the Contractor immediately where any of the said licences are revoked, rescinded, invalidated, suspended or not operational.
- 5.2 Where Staff are utilised by the Subcontractor there shall be no contractual or financial relationship between the Contractor and the Staff. The Subcontractor is solely responsible for arranging payments to any Staff that the Subcontractor engages to provide the Services.
- 5.3 The rate agreed by the parties is the total rate payable by the Contractor to the Subcontractor and the Subcontractor is not entitled to any additional payments where the Subcontractor engages Staff to provide the Services.
- 5.4 The Subcontractor is responsible for ensuring that the Contractor or where more practically appropriate the Contractor's client is informed of the fact that Staff are to be sent to provide the Services in order to ensure that health and safety and on-site security measures are complied with.
- 5.5 Where the Subcontractor utilises Staff to provide the Services then the Subcontractor is responsible for the Services that the Staff provides and is responsible for ensuring their compliance with these contractual terms. Furthermore, the Subcontractor agrees that he is responsible for remedying any defective work carried out by any Staff that the Subcontractor engages to provide the Services. The Subcontractor agrees that the Contractor 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 Contractor owes the Subcontractor.
- 5.6 The Subcontractor is responsible for any statutory payments (including but not limited to holiday pay and sick pay) that are due to any Staff engaged by the Subcontractor to provide the Services and the Subcontractor agrees to indemnify the Contractor from any costs or losses resulting from any claims that any Staff may make against the Contractor for said payments.
- 5.7 The Subcontractor is responsible for how he engages any Staff and is responsible for any tax and National Insurance contributions due by any Staff or by the Subcontractor. For the avoidance of doubt the deduction of tax and National Insurance by the Contractor from payments made to the Subcontractor in no way creates or implies an obligation on the Contractor to administer or collect the tax and National Insurance contributions of the Subcontractor's Staff.

## **6. MISCELLANEOUS**

- 6.1 The Subcontractor confirms that he has read and understood the terms and conditions herein and has had the opportunity to discuss this Contract with any person or professional adviser he considers necessary before signing.
- 6.2 Both parties agree this is intended to be a legally binding contract governing the nature of the contractual relationship between them.

- 6.3 Both parties agree that, with the exception of verbal agreements referred to in the Contract, 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.
- 6.4 Should the Contractor fail to enforce or apply any of the rights that it has under this Contract , 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 in full at any time now or in the future.
- 6.5 The headings used in the Contract 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. References to the singular include the plural.
- 6.6 A person who is not party to this Contract shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
- 6.7 The parties agree that this Contract is governed by the laws of England and Wales and is subject to the exclusive jurisdiction of the Courts of England and Wales.

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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 Subcontractor acknowledges that the Contractor can only treat the Subcontractor as self-employed because of the Subcontractor’s agreement that the following statements are true:

- I. The Subcontractor is a self-employed Subcontractor.
- II. The Subcontractor has the right to send a suitably qualified substitute to provide the Services.
- III. There is no obligation on the Subcontractor to do work and no obligation on the Contractor to provide work.
- IV. The Subcontractor is responsible for the Services provided.

By signing this Contract the parties warrant that the above statements and the Contract in its entirety are true and reflect the agreement between the parties and that the above statements have been relied upon by the Contractor and any future declaration by the Subcontractor that contradicts the above statements or the Contract will render the Subcontractor liable for any costs or losses suffered by the Contractor as a result of said declaration.

For and on behalf of the Contractor

Name:..... Signed: .....

Date: .....

Signed by the Subcontractor

Name:..... Signed: .....

Date: .....

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