

SELF EMPLOYED CONTRACT FOR SERVICES (Construction Industry)

THIS CONTRACT FOR SERVICES is made on the _____ day of _____ 20____

BETWEEN: (1) _____ of ("The Contractor")
(2) _____ of ("The Sub Contractor")

Sub Contractor

By signing this contract you are confirming that whilst you are providing carpentry etc. 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 site guidelines relating to working hours and site security.
- Correct any defective work in your own time and at your own cost.
- If applicable 'Provide your own safety equipment'.
- Pay your own Tax and National Insurance.
- Provide an invoice for payment. If applicable the Contractor may prepare this for you on your behalf but may include a charge for this in the rate that you agree.
- Register for VAT if applicable.

You are not obliged to:

- Work at a different site although you may agree to if you want to and may negotiate a new price for doing so.
- Provide written tenders. 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.
- Hold Public Liability Insurance. The Contractor will cover you on its policy but may include a charge for this in the rate you agree.
- Work fixed hours.

You have the right to:

- Decide what method to use to complete the work. I.e. you have control.
- Leave the site 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).
- 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, sick pay or pay for work cancelled due to bad weather.
- 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

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

The Contractor is obliged to:

- ‘Provide safety equipment if applicable. The Contractor takes its Health and Safety responsibility seriously and therefore will provide all of the safety equipment used on their site either by employees or sub contractors.’

The Contractor is not obliged to:

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

The Contractor has the right to:

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

The Contractor dos 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.

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

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: _____