

SELF EMPLOYED CONTRACT FOR SERVICES

THIS CONTRACT FOR SERVICES is made on the **16th January 2020**

BETWEEN: (1) **Raphael Contracting Ltd** of Raphael House, 123 Roebuck Road, Chessington KT9 1EU (“**The Contractor**”)
(2) **Kes Kulsinkas** of 59 Amersham Road, Harold Hill, RM3 9HX (“**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.

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 and 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 without payment.
- Pay your own Tax and National Insurance.
- Provide a weekly invoice for payment using the attached pro-forma. These are required to be received at our office by the Tuesday following the week worked to receive payment that week by credit transfer to your bank.

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 choose whether you want to provide your services but are not under any obligation to do so.
- Hold Public Liability Insurance. The Contractor will cover you on its policy but a deduction of £2 per week will be made from your payment. This deduction will be automatic unless a copy of your own policy certificate is provided.
- Work fixed hours.

You have the right to:

- Decide what method to use to complete the work
- Leave the site without permission (although you should notify the Contractor for Health and Safety reasons).
- Send someone with similar experience and qualification in your place. You will be paid for work they do and must then arrange to pay them yourself. (You must notify the Contractor that you are sending someone else).
- End this contract without giving notice.
- Take legal advice before signing this contract, and to have a copy of it.

You do not have the right to:

- Sick pay or pay for work cancelled due to bad weather.
- Holiday 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

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

The Contractor is obliged to:

- Provide safety equipment. The Contractor takes its Health and Safety responsibility seriously and therefore will provide all safety equipment, except footwear, 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 does not have the right to:

- Control the methods you use when you provide your 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, 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: Raphael Contracting Ltd

Signed: _____ Dated: _____

Sub Contractor: Kes Kulsinkas

Signed: _____ Dated: _____

Please sign and return **both** copies to Raphael. Our director will then sign both copies and return one to you.