

**Contract for Services**

Commencement of contract dated .....

is made between:-

Orbital Management Services Ltd, Company Number 06435616, registered office 10 Regent Street South, Barnsley, S70 2HT known herewith as 'the Contractor'

AND

.....

'The Sub-Contractor'

**Definitions**

'Sub-Contractor' - the person named for which the business has agreed to provide a service in accordance with these conditions.

'Contract for Services' - means the contract for the provision of the services set out on this specification sheet.

'The Contractor' - Orbital Management Services Limited, 10 Regent Street South, Barnsley, S70 2HT

'The Client' - any business, agency or person to whom the Sub-Contractor supplies his services to on a self-employed basis.

**Business**

- 1. The Contractor's business is to provide payroll services to include matters relating to taxation and fulfilment of end of year remuneration requirements. The Contractor will also provide advice regarding compliance of National Insurance obligations and additional services to include provision of financial protection for insurable risks to include death in service cover; public liability; employer's liability and personal injury sustained as a direct consequence of occupational accidents.
2. The Sub-Contractor requires the services and abilities of the Contractor thus the Sub-Contractor and Contractor agree that if the Contractor makes its services available to the Sub-Contractor and thus engages the services of the Contractor, the terms and conditions in this Contract for Services shall apply.
3. It is the specific intention of the parties that when the Contractor provides services to the Sub-Contractor, such provisions of such 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 30, these terms and conditions shall apply for each and every engagement.

**Sub-Contractor Provisions**

- 4. The Sub-Contractor agrees that he is not a worker for the purpose of the Working Time Regulations 1998 and any amendments and is therefore not entitled to any employment benefits including holiday pay. The company has no need to reserve funds for holiday pay.
5. The Contractor is not obliged to accept any work offered by the Sub-Contractor, neither is the Sub-Contractor obliged to offer any work to the Contractor. The Contractor is not obliged to make its Services available at any time and 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.
6. The Sub-Contractor shall at all times act in a professional way whilst engaging the services of the contractor.
7. The Sub-Contractor agrees that neither the Contractor nor the Client has the right to supervise or control or direct the manner in which the Sub-Contractor provides services to the Client.
8. Completion of contractual agreements between the Sub-Contractor and any other party be the sole responsibility of the Sub-Contractor. The Contractor is not liable for any such breaches of any such agreements thus, the Sub-Contractor will be directly and personally liable to pay for the repair or replacement of any property, plant, equipment or materials he damages, substandard workmanship and failure to complete an agreed contract, and any disputes arising out of the Sub-Contractors conduct.
9. The Sub-Contractor will be required to remedy any such breach of any contractual obligations and/or any contractual disputes with any other party directly and agrees that this is not the responsibility of the Contractor.
10. The Contractor has no vicarious liability for the actions of the Sub-Contractor.
11. The Contractor is not responsible for the Sub-Contractor's tools, safety equipment, required transport, expense of an accountant, business stationary and any other requirements of being in his own business.
12. The Sub-Contractor is free to use its own initiative as how best to complete the services provided to any other party at the Sub-Contractor's own discretion with the strict provision that this does not unreasonably interfere with or delay works being carried out on, by or on behalf of the Contractor in respect of a specific assignment.
13. The Sub-Contractor is free to provide any services at the same time as engaging the Contractor's Services subject to their being no interference/disruption with the Contract for Services relating to any engagement of the Sub-Contractor by the Contractor.
14. The Sub-Contractor must provide documentary evidence of an appropriate insurance that cover the Sub-Contractor against the following risks:
- Public liability;
- Employer's liability;
- Death in service;
- Personal injury sustained as a direct consequence of occupational accidents.
15. If the Sub-Contractor is unable to provide documentary evidence of insurance protection against the above risks, the Sub-Contractor must immediately take out insurable cover to protect against such risks and provide documentary evidence of the same. The Contractor will not be directly liable for any such risks.
16. Failure to ensure correct cover for the above risks may result in the termination of the Contract for Services.
17. The Contractor is able to supply the Sub-Contractor with a suitable policy of insurance to protect against such risks at a rate for the Services to be negotiated and agreed.

**Payment for Services**

- 18. Formal Written tenders will not be required. The Parties agree that the 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. Deductions for the Contractor's Services will be made immediately and directly from payments made from third party companies.
19. If the Contractor is notified by its client/any other party of any defective work caused by the Sub-Contractor, any substitute or hired assistant working for the Sub-Contractor, the Sub-Contractor will correct any such work in its own time at its own expense or pay back any fees paid by the Contractor.
20. The Sub-Contractor is responsible for all its travelling expenses to and from any location where it has been engaged to provide the Services.
21. The Sub-Contractor may be subject to deductions under the Construction Industry Scheme. The Contractor will undertake to verify with HM Revenue & Customs the Sub-Contractor's appropriate rate of deduction under this scheme.
22. The Sub-Contractor is responsible for its own National Insurance contributions.
23. As a self employed independent Sub-Contractor in business on its own account, the Sub-Contractor agrees that it is not entitled to sick pay or any other payment for absence from the Contractor in any circumstances nor entitled to participate in the Contractor's grievance and disciplinary procedure.
24. The Contractor will not be entitled to receive payment for agreed Services in the event of cancellation of the Sub-Contractor's contract or where a site is closed by reason of inclement weather.

**Health and Safety**

- 25. In the interests of Health and Safety obligations imposed on the Contractor, the Sub-Contractor agrees to comply with all reasonable operational rules relating to working hours, site security and safety.

**Substitutes/Hired Assistants**

- 26. The Sub-Contractor may, at its absolute discretion, send a substitute or hired assistant to complete contractual requirements with any other party. In such circumstances the Sub-Contractor will remain liable for payment of the Services of the Contractor at the agreed rate in any event and regardless of the employment of any substitute/hired assistant.
27. Where the substitute or hired assistant is sent by the Sub-Contractor, there shall be no contractual or financial relationship between the Contractor and the substitute/hired assistant. The Sub-Contractor is solely responsible for arranging payments to the substitute or hired assistant.

**Notice Period**

- 28. This agreement can be terminated by giving 7 days notice from either party at any time, for any given reason.

**General**

- 29. Both parties agree and intend this Contract for Services is a legal relationship of giving and accepting independent services and specifically is not a relationship of master and servant or employee/employer.
30. The Sub-Contractor confirms that he/she has read and understood these terms and conditions and has had the opportunity to discuss the agreement with any person or professional adviser it considers necessary before signing.
31. Both parties agree that this Contract is intended to be a legally binding contract governing the nature of the Contractual relationship between them.
32. Both parties agree that unless otherwise stated in this Contract for Services, 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.
33. 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.
34. 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.
35. This contract is governed by the laws of England, Wales, Scotland or Northern Ireland, and subject to the jurisdiction of the English, Welsh, Scottish or Northern Ireland courts.
36. Words referring to the masculine are to include the feminine.

**Contractor:**

Orbital Management Services Ltd, 10 Regent Street South, Barnsley, S70 2HT

Signed.....

Dated.....

**Sub-Contractor:**

I have agreed and signed the Contract for Services for Orbital Management Services Limited.

(I confirm that I am self employed under the CIS scheme and will receive payment following receipt of cleared funds.)

I accept the personal insurance package unless I provide proof of a valid policy. I also accept that as a self-employed Sub-Contractor I am not entitled to receive any employment related benefits such as holiday pay or statutory sick pay. I confirm all the above details are correct.

Signed.....

Dated.....