

GARBETTS MODEL CONTRACT

This is a model self employed contract. It can be altered if necessary, but we would recommend you stick to its contents as closely as possible; if you make changes it would probably be sensible to let us review them. The specimen is provided on the strict understanding that we are not employment or contractual law experts - you must seek advice from an expert in such matters if you have any concerns or queries about your rights or obligations.

This contract should be renewed every three months, or every at different engagement if sooner.

- 1) The parties to this contract are CONTRACTOR NAME of BUSINESS ADDRESS (hereinafter the Contractor), and NAME of ADDRESS [NAME could also read NAME PARTNERSHIP or NAME LIMITED] (hereinafter the Sub Contractor).
- 2) The Subcontractor will provide [type of services].
- 3) As this is a self employed contract, the Subcontractor is not entitled to sick pay, holiday pay or any form of employment protection other than work place Health and Safety.
- 4) The Subcontractor will be entitled to send a substitute or delegate at his absolute discretion to undertake the services to be provided, although the Subcontractor will be responsible for paying the substitute or delegate, and for the quality of their work. In the event of the Subcontractor being unable to carry out contracted work, and where requested by the Contractor, the Subcontractor is obliged to supply a substitute.
- 5) The Subcontractor is entitled to hire assistance at his own expense. The Subcontractor will be responsible for the cost of such assistance and the quality of the assistants work.
- 6) The Contractor will not control, nor have any right to control, in any detailed manner, how the Subcontractor is to fulfil his obligations, and the Subcontractor will use his own initiative to complete the services to be rendered. This does not prevent the Contractor from specifying the working standards to be adhered to.
- 7) The Contractor will not set hours to be worked by the Subcontractor. Performance will be reviewed periodically. The Subcontractor can choose how and when to complete the services to be rendered so long as performance is satisfactory.
- 8) The Subcontractor will be paid on a basis to be agreed between the parties and reviewed from time to time.
- 9) The Subcontractor will be able to benefit from his own efforts and sound management.
- 10) For the purposes of clarity both the Contractor and the Subcontractor consider and intend this business relationship to be one of self employment and not one of master and servant. Specifically both parties acknowledge that the Contract for Services does not give rise to a contract of employment. Both parties consider the Subcontractor to be in business on his own account.
- 11) The Subcontractor is responsible for his own tax and National Insurance.

- 12) The Subcontractor is responsible for maintaining public liability insurance.
- 13) The Subcontractor is responsible for providing his own overalls, protective clothing, hand tools and consumables.
- 14) The Subcontractor will be responsible for correcting any defective work at his own cost.
- 15) Both parties acknowledge that the Contract for Services can be terminated at any time without notice and will be periodically reviewed in any event. The Subcontractor is not under an ongoing obligation to provide services and the Contractor is not under an ongoing obligation to contract for such services.
- 16) There is no restriction on the Subcontractor working for third parties whilst this contract is in force, subject to the contract services being completed on time and to the satisfaction of the Contractor.
- 17) If the services are of a construction nature, it is intended that each CIS voucher represents a new contract.

Agreed by _____ (Sub Contractor)

Agreed by _____ (Contractor)