

APPLICATION TO BE REGISTERED AS AN INDEPENDENT SUBCONTRACTOR

CLIPPER

CONTRACTING GROUP LTD

Please complete this form in **Black** ink using **block capitals**.

(2) The above Subcontractor

CONTRACT INFORMATION

Agency:
Name of Consultant:
Length of contract:
Job Title:

1 DEFINITIONS & INTERPRETATION

- 1.1 In this contract, the following words shall, unless the context otherwise requires, have the following meanings:
- a) **Assignment** means the temporary role or project which the Subcontractor may carry out pursuant to this contract;
- b) **Assignment Schedule** means a letter or verbal instruction from the Company to the Subcontractor outlining the terms of a specific Assignment with a Client;
- c) **Client** means the Company's clients for whom the Subcontractor may provide the Services, including, where applicable, any of the Client's customers and clients for whom the Services are ultimately performed;
- d) **Conduct Regulations** means the Conduct of Employment Agencies and Employment Businesses Regulations 2003;
- e) **Data** means personal data and sensitive/special personal data within the meaning of the Data Protection Legislation;
- f) **Data Protection Legislation** means (i) the Data Protection Act 2018, the General Data Protection Regulation ((EU) 2016/679) (GDPR) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the Data Protection Act 2018 or the GDPR;
- g) **Losses** means all demands, claims, actions, proceedings, liabilities, damages, losses, costs, fees, expenses and costs (including legal and other professional costs) whether arising directly or indirectly;
- h) **Services** means the activities or duties to be carried out by the Subcontractor and/or Substitute as detailed in an Assignment Schedule;
- i) **Substitute** means any person appointed by the Subcontractor under clause 2.8 to perform the Services in place of the Subcontractor; and
- j) **Taxes** Means any income tax, corporation tax, value added tax, National Insurance Contributions or other taxes or statutory charges relating to payments made by the Company to the Subcontractor under this contract or by the Subcontractor to any Substitute or subcontractor, including any interest and penalties.
- 1.2 Unless the context otherwise requires, references in this contract to the masculine shall include the other genders and references to the singular shall include the plural and vice versa.
- 1.3 References in this contract to clauses, sub-clauses, paragraphs and schedules are to clauses, sub-clauses, paragraphs and schedules of this contract unless stated otherwise.
- 1.4 References to any legislation shall be deemed to include any statutory amendment or re-enactment made from time to time, any previous enactment consolidated within such legislation and any secondary legislation made under it.
- 1.5 The clause headings are for ease of reference and shall not affect the interpretation of this contract.

2 PROVISION OF THE SERVICES

- 2.1 This contract constitutes the agreement between the Subcontractor and the Company for the supply of Services to the Company and shall be deemed to have been accepted by the Subcontractor on commencement of an Assignment, the Subcontractor signing the contract or otherwise expressly indicating acceptance, whichever occurs first.
- 2.2 This contract supersedes any other agreements or contracts between the Company and the Subcontractor in respect of the provision of Services.
- 2.3 Any offer by the Company for the Subcontractor to provide Services which is accepted by the Subcontractor shall be treated as an entirely separate and severable Assignment.
- 2.4 The Company has no obligation to offer Assignments to the Subcontractor and if such an offer is made, the Subcontractor is not obliged to accept it. The fact that the Company has offered the Subcontractor work, or offers the Subcontractor work more than once, shall not confer any legal rights on the Subcontractor and in particular, should not be regarded as establishing any entitlement to further work.
- 2.5 The Subcontractor may accept and perform assignments from other persons at any time provided that any such assignments do not create a conflict of interest or adversely affect the Subcontractor's performance of Services pursuant to this contract.
- 2.6 The Subcontractor shall:

SUBCONTRACTOR DETAILS

Title:
Forename(s):
Surname:
Address :
Post Code:
Date of Birth:
NI Number:
UTR Number:
Email Address:
Telephone No.
Nationality:

PAYMENT INFORMATION

Account Holder's Name:
Bank Sort Code:
Account No:
Bank Name / Branch:
Building Society Reference Number:

CONTRACT FOR SERVICES

This contract is dated // (Contract Date) and is made between:

- (1) **Clipper Contracting Group Ltd** (registered in England & Wales No. 6631601) the registered office of which is at 1 Widcombe Street, Poundbury, Dorchester DT1 3BS ("Company"); and

Clipper Contracting Group Ltd, Mey House, Bridport Road, Poundbury, Dorchester, Dorset, DT1 3QY
01305 233170 contactus@clippercontracting.co.uk www.clippercontracting.co.uk
VAT Number: 125470921 Company registration number: 6631601

- a) perform the Assignment in a diligent and competent manner;
 - b) provide the Company with progress reports as reasonably requested from time to time;
 - c) comply with such health and safety and other statutory regulations and requirements as may be in place at the location in which the Subcontractor carries out the Services;
 - d) comply with those Client policies and procedures which are relevant to an independent contractor including, without limitation, those relating to health & safety, site security and information technology;
 - e) comply with the Data Protection Legislation in respect of any data to which the Subcontractor is given access during the course of the Assignment and do nothing to place the Client in breach of such Data Protection Legislation;
 - f) provide all such tools, PPE and equipment as are customarily required for the performance of the Services, unless otherwise agreed with the Company;
 - g) notify the Company if the Subcontractor becomes insolvent or subject to any bankruptcy order; and
 - h) comply with all legal requirements relating to the payment of Taxes in connection with his payments to any Substitutes and subcontractors.
 - i) comply with all relevant compliance procedures and requirements including, but not limited to the Supervision, Direction and Control Assessments and the Self-Employed Assessments.
- 2.7 In the event that the Subcontractor fails to comply with the procedures set out in clause 2.6, the Company reserves the right to withhold payment for the Services to the Subcontractor,
- 2.8 The Subcontractor must notify the Company in writing and without delay if the Subcontractor has been directly employed by the Client in the 12 month period prior to the commencement of any assignment.
- 2.9 The Subcontractor has the autonomy to determine the manner in which the Services are performed and, subject to the reasonable operational requirements of the Client and the nature of the relevant site, has the flexibility to specify when and where the Services are carried out.
- 2.10 The Subcontractor is free to utilise a suitably qualified Substitute to perform the services in his place or engage subcontractors to assist in the provision of the Services, at any time for any reason, provided that the Company is reasonably satisfied any such persons possess the necessary skills, qualifications and experience to provide the Services. The Subcontractor shall remain liable to the Company for any Services provided by its Substitutes or subcontractors.
- 2.11 The Subcontractor warrants that:
- a) the Subcontractor and any Substitutes have the required level of skill, experience and training necessary to perform the Services;
 - b) the Subcontractor and any Substitutes are legally entitled to work in the jurisdiction in which the Services are to be provided; and
 - c) all information provided by the Subcontractor and the Substitutes to the Company and to the Client is accurate and not misleading.
- 2.12 The Subcontractor shall ensure that the Subcontractor and any Substitutes maintain the skills, qualifications, certificates, licences and permits necessary to fulfil the Company's obligations to the Client.
- 2.13 The Subcontractor is engaged as an independent business which is responsible for the provision and performance of the Services. The Subcontractor and any Substitute will not be subject to supervision, direction or control (or any right thereof) by the Company, Client or any third party as to the manner in which the Services are performed. The Subcontractor must notify the Company if at any time the Client or any third-party attempts to assert any supervision, direction or control over his, or any Substitute's, performance of the Services.
- 2.14 Nothing in this contract will render the Subcontractor or any Substitute an officer, employee, worker or partner of the Company or any Client. The Subcontractor will indemnify and keep indemnified the Company and any Client from any Losses arising out of or in connection with any claim by the Subcontractor, any Substitute or any third party that the Subcontractor or Substitute is an officer, employee, worker or partner of the Company or any Client.
- 2.15 The Subcontractor acknowledges that, as he does not work under the supervision, direction or control of any party, he is not an agency worker within the meaning of Regulation 3(1)(a) of the Agency Workers Regulations 2010.
- 2.16 The Subcontractor does not have the right to enter into a contract with a Client on the Company's behalf or alter or terminate the Company's contract with a Client.

3 COMPANY'S RIGHTS AND OBLIGATIONS

- 3.1 The Company shall carry out the following administration services in respect of the Services:
- a) liaising and contracting in its own name with Clients in respect of the Services; and
 - b) calculating taxes and related information based on timesheets/invoices and other information provided by the Subcontractor, the Substitutes or a third party on the Subcontractor's behalf (which the Subcontractor warrants shall be accurate and complete at all times).
- 3.2 The Company is entitled to retain a margin from all contract sums paid by any Client in respect of the Services provided under this contract.
- 3.3 The Subcontractor acknowledges that such margin is retained by the Company to cover:
- (i) administrative costs and overheads associated with managing the

- Subcontractor's engagement;
- (ii) other operational expenses incurred by the Company in connection with the Subcontractor's placement.

The Subcontractor agrees that the retention of such margin by the Company does not affect the Subcontractor's entitlement to receive payment for Services performed in accordance with the terms of this contract.

4 TIMESHEETS, SELF BILLING & PAYMENTS

- 4.1 Details of the agreed rates and expected duration of each Assignment will be agreed (verbally or in writing) at the start of any Assignment or otherwise between the parties from time to time.
- 4.2 At the end of each week of an Assignment, the Subcontractor shall deliver to the Client or the Company as specified, a timesheet duly completed to indicate the number of hours worked by the Subcontractor and any Substitutes during the preceding week which has been approved by an authorised representative of the Client.
- 4.3 The Subcontractor authorises the Company to prepare invoices on his behalf and shall confirm to the Company whether the Subcontractor is registered for VAT. Invoices raised in accordance with this clause 4 shall, where applicable, constitute a VAT invoice.
- 4.4 The Subcontractor agrees to:
- a) accept invoices raised by the Company throughout the term of this contract and not to raise invoices for the transactions covered by this contract.
 - b) notify the Company if his VAT registration changes, he ceases to be VAT registered or he sells his business (or part of its business).
- 4.5 The Subcontractor acknowledges that the Company may outsource the self-billing process to a third party and the Subcontractor consents to the Company providing relevant information about the Subcontractor and the Assignment for this purpose.
- 4.6 Subject to receiving the approved timesheet in accordance with clause 4.2, the Company shall make payment to the Subcontractor at the rate agreed from time to time between the Subcontractor and the Company for each hour worked less any statutory deduction under the Construction Industry Scheme and, if applicable, any deduction in respect of the Subcontractor's insurance in accordance with clause 6.
- 4.7 Following receipt of the relevant funds from the Client, the Company will make payment to the Subcontractor by electronic transfer into the bank account nominated by the Subcontractor in writing. If the Subcontractor elects to have payments made to any third party's bank account, such arrangement shall be at the entire risk of the Subcontractor and the Company shall not be liable for any losses suffered or incurred by the Subcontractor as a result of such arrangement.
- 4.8 For the avoidance of doubt, the Company will not make any payment to the Subcontractor for any period in which the Services are not provided.
- 4.9 The Company will not reimburse the Subcontractor for any expenses incurred by the Subcontractor in connection with the performance of the Services.
- 4.10 The Subcontractor acknowledges that he is self-employed and in business on his own account and must be registered with HMRC as self-employed prior to the commencement of any assignment. The Subcontractor will be required to provide evidence to this effect. The Company shall not therefore be liable to make any payment to the Subcontractor for statutory sick pay, holiday pay, statutory maternity or paternity pay or to contribute to or make available a pension scheme to the Subcontractor or any Substitute.
- 4.11 The Company may at any time deduct and set off from its payments to the Subcontractor any liability of the Subcontractor to the Company in relation to this contract whether in relation to any ongoing or previous assignment.

5 LIABILITY

- 5.1 The Subcontractor shall indemnify and keep indemnified the Company and Client against all Losses incurred or suffered by the Company, Client or any third party arising out of or in connection with:
- a) any act or omission of the Subcontractor or Substitute in the course of an Assignment;
 - b) any loss or damage to property, equipment or materials belonging to or hired by the Company or the Client which are supplied to or used by the Subcontractor or Substitute in the course of the Assignment;
 - c) any claim (whether actual or threatened) which is brought by, on behalf of or in respect of the Subcontractor or any Substitute and which is predicated upon there being (i) an employment relationship between the Subcontractor and the Company or the Client or (ii) an employment relationship or direct contractual relationship between the Substitute and the Company or the Client; and
 - d) any claim, assessment or liability for Tax relating to the Subcontractor or Substitute, save to the extent that the Company should have deducted and remitted any Tax relating to the Subcontractor under the Construction Industry Scheme.
- 5.2 The Subcontractor shall remedy any error or defect in the Services in his own time and at his own expense. If the Subcontractor refuses or fails to remedy such error or defect or if it is impracticable for the Subcontractor to do so, the Company may make an appropriate deduction from any payment which is due to the Subcontractor.

- 5.3 The Company shall not be liable for any indirect or consequential losses, special damages or loss of profit, data, goodwill, business or anticipated savings which are suffered or incurred by the Subcontractor even if the Company has been advised of their possible existence.
- 5.4 Subject to clause 5.5, the aggregate liability of the Company to the Subcontractor in respect of any claim or series of claims arising out of or in connection with this contract and whether arising in contract, tort (including negligence) or otherwise shall be limited to a sum equal to the aggregate payments made by the Company to the Subcontractor in the three-month period prior to such liability arising.
- 5.5 Nothing in this contract shall limit or exclude the Company's liability for death or personal injury resulting from the Company's negligence, fraud or fraudulent misrepresentation or any other claim which may not be limited or excluded by law.
- 5.6 The Subcontractor shall have no liability to the Company for any refusal to accept any assignment which is offered by the Company to the Subcontractor.

6 INSURANCE

- 6.1 The Subcontractor is responsible for ensuring that he is covered by a suitable Public Liability Insurance policy throughout the Assignment, the cost of which must be borne by the Subcontractor.
- 6.2 Where the Subcontractor has not provided the Company with a copy of a valid certificate of insurance, the Company will arrange for the appropriate insurance to be obtained on behalf of the Subcontractor.
- 6.3 The Subcontractor agrees, where insurance is arranged by the Company, that the Company may make an appropriate deduction of the cost of the insurance from amounts due to the Subcontractor as confirmed in writing from time to time.

7 CONFIDENTIALITY & INTELLECTUAL PROPERTY

- 7.1 The Subcontractor shall not, either during the term of this contract (otherwise than in the performance of the Services) or at any time after its termination, use, divulge or communicate to any person, and shall use his best endeavours to prevent the unauthorised publication, use or disclosure of, any trade secrets or other confidential information relating to the business or affairs of the Company, the Client, or of any person or organisation for whom the Services have been provided.
- 7.2 Clause 7.1 shall not apply to confidential information which is required to be disclosed by the Subcontractor by law or which has come into the public domain other than through the default of the Subcontractor.
- 7.3 The Subcontractor acknowledges that, unless otherwise agreed by the Company in writing, all copyright, trade marks, design rights, patents and other intellectual property rights (IPR) of any kind which are created or discovered in the course of performing the Services shall belong to the Client.
- 7.4 The Subcontractor shall take and shall ensure that any Substitute takes all such steps as the Company may require to formally assign any IPR to the Client (or their nominated third-party) and the Subcontractor waives all moral rights in the IPR.

8 TERMINATION

- 8.1 This contract may be terminated by the Subcontractor giving to the Company or by the Company giving to the Subcontractor not less than one week's notice in writing. Upon termination of this contract, any Assignment then in progress shall continue until terminated in accordance with its terms.
- 8.2 Unless otherwise specified in the Assignment Schedule, either party may terminate an Assignment at any time and without notice. Where any notice period is specified in the Assignment Schedule, the party terminating the Assignment must give such notice to terminate the Assignment, subject to clause 8.3.
- 8.3 Notwithstanding any notice period which may be specified in the Assignment Schedule, the Company may terminate the Assignment at any time if:
- the Subcontractor refuses or fails to perform the Services for any reason;
 - the Subcontractor is in material or persistent breach of this contract;
 - the Subcontractor has been negligent in the performance of the Services;
 - the Subcontractor is involved in any verbal or physical abuse, threatening behaviour, harassment or victimisation of any employee, worker or representative of the Company or the Client;
 - the agreement between the Company and the Client is terminated for any reason; or
 - the Company, acting reasonably, considers that it would be detrimental to the interests of the Client or the Subcontractor for the Assignment to continue.
- 8.4 The Company may set off any monies owed to the Subcontractor against any Losses incurred as a consequence of the Subcontractor failing to give proper notice of termination as provided by this clause 8.
- 8.5 Any provision of this contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this contract shall remain in full force and effect.
- 8.6 The Subcontractor shall not at any time after the termination of this contract, directly or indirectly, represent himself as being in any way connected with or interested in the Company or its business or that of any Client.

9 CONDUCT REGULATIONS OPT OUT

- 9.1 The Subcontractor may give notice to opt out of the Conduct Regulations pursuant to Regulation 32(9) unless their Assignment involves working with or

attending any vulnerable person.

- 9.2 If the Subcontractor wishes to opt out of the Conduct Regulations, the Company (or the Employment Business) shall provide a document for the Subcontractor to execute giving notice to opt out.
- 9.3 If the Subcontractor has opted out of the Conduct Regulations, the Subcontractor may notify the Company in writing that they wish to withdraw their notice of opt out at any time. If the Subcontractor is in the course of performing an Assignment at that time, the withdrawal of a notice of opt out shall take effect upon termination of that Assignment.

10 DATA PROTECTION

- 10.1 The Subcontractor acknowledges that the Company shall hold and process personal data and sensitive personal data relating to the Subcontractor in accordance with its Privacy Notice. This is available to view at www.clippercontracting.co.uk/privacy-policy and the Subcontractor should regularly refer to the Privacy Notice to view any updates which the Company may make from time to time.
- 10.2 The Subcontractor may have access to Data during an Assignment and, as a data processor within the meaning of the Data Protection Legislation, shall:
- process such Data only on the written instructions of the Client;
 - where applicable, ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Data and against accidental loss or destruction of, or damage to, Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected;
 - keep the Data confidential;
 - not transfer any Data outside of the European Economic Area without the prior written agreement of the Client;
 - assist the Client in responding to any request from an individual pursuant to the Data Protection Legislation;
 - notify the Client without undue delay on becoming aware of a breach of security in respect of any Data; and
 - delete or return, as requested by the Client, all Data and copies thereof on termination of the Assignment or at any other time on demand.
- 10.3 The Subcontractor consents to the Company providing to the Client all such documents and information relating to the Subcontractor as the Client may reasonably require to verify that the Company has complied with its contractual obligations to the Client.

11 ENTIRE AGREEMENT

- 11.1 This contract together with any applicable Assignment Schedule constitutes the entire agreement between the parties.
- 11.2 The Company may make reasonable amendments to this contract from time to time provided that the Company shall, wherever practicable, give to the Subcontractor not less than one week's prior written notice of any such amendments.

12 GOVERNING LAW & JURISDICTION

- 12.1 This contract shall be governed and construed in accordance with the law of England and Wales.
- 12.2 The parties submit to the exclusive jurisdiction of the courts of England and Wales in respect of any claim, dispute or matter arising out of or in connection with this Agreement and its construction, implementation and effect.

Agreed by the parties with effect from the Contract Date:

Signed:

PrintName:

Date:

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THE SUB CONTRACTOR

Clipper Contracting Group Limited is committed to protecting the privacy and security of your personal information. We will hold your data securely in line with our Privacy Policy and only use it for the purposes of performing the contract we have entered into with you. To view our current Privacy Notice, please go to www.clippercontracting.co.uk/privacy-policy

Signed:

PrintName:

Date:

D

D

MM

MM

Y

Y

Y

Y

FOR AND ON BEHALF OF CLIPPER CONTRACTING GROUP LTD