

SUBCONTRACTOR REGISTRATION FORM & CONTRACT

1. Subcontractor Personal Details

Mr/Mrs/Miss/Ms/Other: <input type="checkbox"/>	Forename (s): <input type="text"/>	Surname: <input type="text"/>
Home Address: <input type="text"/>		Postcode: <input type="text"/>
Email Address: <input type="text"/>	Date of Birth: <input type="text"/>	
Home Phone No: <input type="text"/>	Mobile No: <input type="text"/>	
National Insurance No.: <input type="text"/>	Nationality: <input type="text"/>	
Unique Tax Reference: <input type="text"/>	Nature of services provided: <input type="text"/>	
Trading Name (if applicable) <input type="text"/>	<input type="text"/>	
Please provide one of the following:- P45 <input type="checkbox"/>	P46 <input type="checkbox"/>	<input type="text"/>

2. Bank Details

Bank or Building Society Name: <input type="text"/>	Account No.: <input type="text"/>
Account Holders Name: <input type="text"/>	Sort Code: <input type="text"/>
Branch Location: <input type="text"/>	Roll No. (if applicable): <input type="text"/>

3. Payment Notification

We will provide you with payment advice. Please choose how you would like to receive this. (Please tick one box)

Email: Post: Email Address:

In addition to this would you like us to send you a text message (SMS) informing you of the amount we have sent to your bank / Building Society

(Please tick one) Yes: No: Mobile number IF DIFFERENT to Section 1:

4. Declaration

I declare that the information I have provided is correct to the best of my knowledge. I understand and agree to the terms of the 'Contract for Services'.
I agree to follow the Health & Safety guidance given overleaf (a full copy of the guide is available from Sandbeck Limited upon request).
I agree to submit a weekly VAT invoice **only** if I am VAT registered, otherwise I am not required to do so.
I agree to inform Sandbeck Limited immediately I change any personal details such as bank details or address or contact numbers
I have provided the required documentation & Photo ID (See below)

The top copy of the 'Subcontractor Registration Form & Contract'.
A copy of my Company Registration Certificate if a registered company.
A clear copy of my work permit if I require one
A clear copy of my passport*

As an alternative to a passport copy I have provided:
Copy of birth certificate & a previously received P45 OR a
copy Birth Certificate & an official letter which includes my
National Insurance Number

Signature: Date:

Signed for and on behalf of Sandbeck Ltd Date:

Please post top copy (White Sheet) to the address above along with the necessary documentation and keep the bottom copy (Green Sheet) for your records

Office Use Only	
Date Application Received: <input type="text"/>	Client / Referral Reference <input type="text"/>
Account Holders Name: <input type="text"/>	Sandbeck Limited Reference Number <input type="text"/>

CONTRACT FOR SERVICES

Important: This is a legally binding document between us. Read it carefully, and let us know if there is anything you disagree with or you do not understand. This contract establishes legal rights and obligations for both of us.

This contract is agreed between:

- A. Sandbeck Ltd (Company No. 08305908) of 203 Askern Road, Bentley, Doncaster, DN5 0JR ("Sandbeck"), and
- B. The operative named at section 1 overleaf ("You")

Background

1. Sandbeck tenders for and is appointed by its clients to provide services ("the Contractor Services").
2. Sandbeck engages with operatives to assist in the provision of the Services (the "Services").
3. You have the skills, abilities, licences and clearances (whether provided by You or any of Your Staff) which will be made available to Sandbeck.
4. You agree that where You provide the Services to Sandbeck in the furtherance of the provision of the Contractor Services then the terms and conditions in this agreement will apply ("the Contract").
5. Unless varied or amended or otherwise agreed between You and Sandbeck (whether verbally or otherwise) in accordance with the specific provisions of this contract, these written terms and conditions shall apply throughout this contract.

The Services

6. You will provide the services specified at section 1 overleaf to Sandbeck. The scope and extent of the services will be agreed verbally between us from time to time or will be confirmed in written assignment schedules generated by Sandbeck or Sandbeck's client.
7. Subject to clause 11, You will ensure that the Services are provided to the standard expected by Sandbeck and Sandbeck's client as well as complying with any standards specified in any schedule that is generated from time to time.
8. You and your Staff will comply with relevant health and safety procedures, security measures and site timescales.
9. Sandbeck or Sandbeck's client will notify You of the site or premises where the Services will be provided, and You will provide the Services at the location specified by Sandbeck or Sandbeck's client. Sandbeck or Sandbeck's client will retain the control of the site or premises.
10. The provision of tools and equipment and any associated charges, costs and maintenance will be agreed from time to time between You and Sandbeck depending on the nature of the Services. Sandbeck does not anticipate that You will be required to provide major tools or items of equipment for the provision of the Services.

Responsibility for the Services

11. Sandbeck will not supervise, direct or control the manner in which You provide the Services. You will have discretion as to the methods used to provide the Services.
12. You will be responsible for the provision of the Services under this agreement (whether provided by You or by your Staff).
13. Where required by the Services, You warrant that You have the necessary skills, qualifications, clearances and licences to provide the Services. You will inform Sandbeck immediately where these clearances or licences are revoked, rescinded, invalidated, suspended or are not operational.
14. You are responsible for the rectification of any defective work or damage caused by You or your Staff. Sandbeck will have sole discretion as to whether You rectify the defective work or whether You are required to bear the cost of another party rectifying any defective work. Where You are required to bear the cost of any rectification then You agree that Sandbeck can deduct the cost of rectification from any monies owed by Sandbeck to You.
15. Under this contract You are responsible for the Services and You are responsible for ensuring that the relevant insurance policies including public liability insurance are in place to cover the provision of Services.
16. You agree that whilst Sandbeck has insurance in place to cover its own liabilities this does not extend to covering your own liability for the Services.

Provision of the Services

17. You will provide the Services yourself or by utilising substitutes, employees or hired assistants (your 'Staff'). Your Staff may be rejected by Sandbeck only if in the reasonable opinion of Sandbeck your Staff do not possess the necessary skills or qualifications to carry out the Services.
18. You will ensure that your Staff have the necessary clearances and/or licences to provide the services. You will notify Sandbeck immediately where any of the said licences are revoked, rescinded, invalidated, suspended or are not operational.
19. There shall be no contractual or financial relationship between Sandbeck and your Staff. You are solely responsible for arranging payments to any Staff that You engage to provide the services.
20. You are responsible for ensuring that Sandbeck or where more practically appropriate Sandbeck's client is informed of the fact that Staff are utilised to provide the Services in order to ensure that health and safety and on-site security measures are complied with.
21. Where You use Staff to provide the services then You are responsible for the Services that your Staff provide, and You are responsible for ensuring your Staff's compliance with these terms.
22. You agree that You are responsible for remedying any defective work done by any Staff that You engage to provide the Services. You agree that Sandbeck has discretion as to how said defective work is remedied and that the costs of said remedy can be deducted from any monies that Sandbeck owes You.
23. You are responsible for any statutory payments (including but not limited to holiday pay and sick pay where appropriate) that are due to any Staff engaged by You to provide the services. You agree to indemnify Sandbeck from any costs or losses resulting from any claims that any Staff may make against Sandbeck for such payments.
24. You are responsible for how You engage any Staff and You are responsible for any tax and National Insurance contributions due on any payments to your Staff. For the avoidance of doubt the deduction of tax and National Insurance by Sandbeck from payments made to You in no way creates or implies an obligation on Sandbeck to administer or collect the tax and National Insurance Contributions of your Staff.
25. You may be able to claim the use of Staff as an expense in accordance with Sandbeck's expenses policy.
26. At all times during the currency of this agreement You will at Sandbeck's request provide any information relating to the provision of the Services, and complete timesheets, expenses claims forms or any other documents the Sandbeck may request. This obligation applies whether or not you are currently providing Services to Sandbeck.

Extent of this agreement

27. This contract can only be terminated in accordance with clause 46.
28. Sandbeck will use all reasonable endeavours to provide work to You for the duration of this contract until it is lawfully terminated, and You will undertake the work that is offered. Sandbeck does not guarantee that there will always be work available to You. Sandbeck does however guarantee that You will be offered at least 365 hours of work over any complete 12 month period from the date of commencement of this contract.
29. Subject to clause 30, for the duration of this contract You agree to accept work when offered by Sandbeck and to provide Services (you may utilise Staff to do so) in accordance with the terms of this contract when required by Sandbeck to do so.
30. If you are unable or unwilling to accept work or to provide Services or Staff, you must notify Sandbeck as soon as is reasonably practicable. In such circumstances this agreement will remain in force and You will continue to be bound by the remaining terms and conditions, in addition to which You agree to keep Sandbeck informed on an ongoing basis as to your availability.

Billing, fees and payment

31. You do not have to submit tenders for the Services.
32. Sandbeck and You will negotiate and agree the rate for the Services, the frequency and the method of payment from time to time. You will be paid after You or your Staff provide Services.
33. The rate agreed by the parties is the fully inclusive rate payable by Sandbeck to You and includes any costs incurred by You relating to your Staff.

34. Sandbeck operates a self-billing invoice system and will provide You with a statement at a frequency agreed between You and Sandbeck from time to time. This statement shall constitute a self-billed invoice for the Services. You do not have to raise a separate invoice for the Services.
35. For the avoidance of doubt only Sandbeck and You can agree the rate for the provision of the Services between us. Any rates specified on schedules issued by Sandbeck's client are the rates for the Contractor Services and do not apply to the Services provided by You under this contract.
36. Sandbeck may at its discretion pay You any reasonable expenses incurred by You in the provision of the Services. Sandbeck will only pay expenses in accordance with its expenses policy and in any event Sandbeck retains absolute discretion as to whether to make any payment of expenses, and in what amounts.
37. See clauses 39, 40 and 41 for the treatment of this contract for tax purposes.

Status of this engagement

38. Under this contract you will not be an employee or a worker of Sandbeck for general statutory employment rights purposes.
39. The tax and National Insurance rules applied by HM Revenue & Customs are not the same as for general statutory employment rights purposes. Under this contract all payments to you for the Services will constitute employment income, but for tax and National Insurance purposes only.
40. Therefore in accordance with HMRC rules and Sandbeck's client's requirements, Sandbeck will deduct PAYE and Class 1 National Insurance Contributions from payments for Services made by Sandbeck to You. Sandbeck will also account to HMRC for Secondary Class 1 National Insurance Contributions on all payments for Services made to You by Sandbeck under this agreement. You agree to this treatment and to the deduction of these amounts from any payments made by Sandbeck to You.
41. The above clauses 39 and 40 apply for the express and limited purposes of HM Revenue & Customs' treatment of this engagement. For tax purposes only, this engagement constitutes employment under Section 4 of the Income Tax (Earnings and Pensions) Act 2003 ("ITEPA").
42. Otherwise than as explicitly specified under this contract You are a self-employed Operative. You have no contractual entitlement to sick pay, nor to any other payment during periods when Services are not provided including where the Services are cancelled by Sandbeck or by Sandbeck's client.
43. You do not have any statutory right to paid holiday. However, Sandbeck agrees to pay You holiday pay at a rate of 12.07% of the rate agreed between You and Sandbeck under clause 32. This holiday pay will be paid to you as an addition to your rate, and will be itemised separately on your statement. You will not receive any additional payments when you are not working for Sandbeck.
44. Except as mentioned in clauses 39 and 41 for the express purpose of ITEPA, the parties agree that the relationship between them is not one of employer and employee and that You are not engaged as a worker by Sandbeck.
45. You are not entitled to participate in Sandbeck's or Sandbeck's client's grievance and disciplinary procedure.

Termination of this contract

46. This agreement may be terminated by either party giving the other one week's notice.
47. For the avoidance of doubt if You stop providing Services this contract will continue to remain in force until terminated by either You or Sandbeck in writing.
48. This agreement is exclusively between Sandbeck and You and does not represent or imply a contract between Sandbeck and your Staff or between Sandbeck's client and You or your Staff.
49. You acknowledge that there is no agreement between Sandbeck and Sandbeck's Client for the exclusive provision of You or your Staff.

Miscellaneous

50. You confirm that you have read and understood the terms and conditions of this contract and have had the opportunity to discuss this agreement with any person or professional adviser You consider necessary before signing.
51. Both parties agree this is intended to be a legally binding contract governing the nature of the contractual relationship between them.
52. Both parties agree that, with the exception of verbal agreements referred to in the agreement, 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.
53. Should Sandbeck fail to enforce or apply any of the rights that it has under this Contract for Services, it shall not be construed that Sandbeck 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.
54. The Headings used in this 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. References to the masculine include the feminine.
55. A person who is not party to this agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
56. The parties agree that this contract is governed by the laws of England and is subject to the exclusive jurisdiction of the English courts.

THIS IS A LEGALLY BINDING DOCUMENT:

The parties agree that they have read and understood the terms above and that they are a true reflection of the agreement between the parties and that both parties have had the opportunity to seek advice prior to the agreement of these terms. In particular Sandbeck relies upon your agreement that the following statements are true:

- I. You have the right to send a suitably qualified substitute to provide the Services.
- II. You are responsible for the Services provided.

By entering into this agreement the parties warrant that the above statements and the contract in its entirety are true and acknowledge that the above statements have been relied upon by Sandbeck and any future declaration by You that contradicts the above statements or the contract will render You liable for any costs or losses suffered by Sandbeck as a result of said declaration.

For and on behalf of Sandbeck Ltd

For and on behalf of

Print Name:

Print Name:

Position:

Trading Name (if any):

Signed:

Signed:

Date:

Date: