

DANBRO Ltd – Contract for Services for the Engagement of Self Employed Contractors

In this Contract for Services the following definitions apply:

Company means DANBRO Ltd, Unit 15 Thompson Road, Whitehills Business Park, Blackpool, FY4 5PN

Contractor means the Self Employed Contractor engaged by the Company to provide services to the Company and its Clients

Assignment means the period during which the Self Employed Contractor is engaged by the Company to render services to the Client.

Client means the person, firm or corporate body together with any subsidiary or associated Company as defined by the Companies Act 1985 requiring the services of the Contractor;

1. GENERAL

1. Unless the context requires otherwise, references to the singular include the plural.
2. The headings contained in these Terms of Business are for convenience and do not affect their interpretation.

2. THE CONTRACT

1. These Terms constitute a contract for services between the Company and the Contractor upon being signed by the Contractor, and they govern all Assignments undertaken by the Contractor. No contract shall exist between the Company and the Contractor between Assignments.
2. No variation or alteration to these Terms shall be valid unless approved in writing by the Managing Director of the Company.
3. For the avoidance of doubt these terms shall not be construed as a contract between any individual supplied or any representative of the Contractor and any of the liabilities of an employer arising out of the assignment shall be the liabilities of the Contractor.

3. ASSIGNMENTS

1. The Contractor acknowledges that the nature of temporary work means that there may be periods when no suitable work is available and agrees: that suitability of the work to be offered shall be determined solely by the Company; that the Company shall incur no liability to the Contractor should it fail to offer opportunities to work in the above category or in any other category; and that the Contractor shall not be obliged to accept an Assignment offered by the Company.
2. Upon the acceptance by the Contractor of an assignment the Company shall supply the Contractor with an assignment confirmation note specifying the duration of the assignment, the identity of the Client, the hourly rate payable by the Company and any other relevant information. This assignment confirmation note may be given by the Client or the Company.

4. FEES

1. The Contractor will receive payment from the Company for an Assignment at the rate agreed between them verbally or in writing for each hour or period worked by the Contractor, plus VAT where appropriate.
2. The Contractor shall not be entitled to receive payment from either the Company or the Client for the time not spent on the Assignment whether in respect of holidays, illness or absence for any other reason.
3. All payments shall be made to the Contractor and the Contractor shall be responsible for any PAYE Income Tax and National Insurance Contributions and any other taxes and deductions payable in respect of its Contractors employees, officers or representatives.

5. TIMESHEETS

1. At the end of each week of an Assignment (or at the end of the Assignment where an Assignment is for a period of less than one week or is completed before the end of a week) the Contractor shall deliver to the Company the Company's timesheet duly completed to indicate the number of hours worked by the Contractor during the preceding week signed by an authorised representative of the Client. Such timesheets must be received by the Company no later than midday on Monday following the week to which they relate. The Company will then produce a self billing invoice in respect of the assignment.
2. The Company shall not be obliged to pay any fees to the Contractor unless a signed timesheet has been properly submitted by the Contractor in accordance with subclause 5.1 of these Terms.
3. Upon request the Contractor can opt to supply their own invoice to the company for the hours worked during that week. Such invoices should bear the Contractor's name, company registration number, VAT number, CIS Registered Number and should state any VAT due on the invoice.

6. LIABILITY

1. The Contractor shall be liable for any loss, damage or injury to any party resulting from the negligent acts or omissions of its Staff during an Assignment.
2. The Company shall ensure the provision of adequate Employer's Liability, Public Liability Insurance, Professional Indemnity Insurance and any other suitable policies of insurance in respect of the Contractor during an Assignment and shall make a copy of the policy available to the Client upon request.

7. CONTRACTOR'S OBLIGATIONS

1. The Contractor agrees on its own part
 - 1.1 Not to engage in any conduct detrimental to the interests of the Company or the Client which includes any conduct tending to bring the Company or the Client into disrepute or which results in the loss of custom or business
 - 1.2 To be present during the times or for the total number of hours during each day and/or week of the Assignment as may be agreed with the Company or the Client.
 - 1.3 To take all reasonable steps to safeguard its own safety and the safety of any other person who may be affected by its actions on the Assignment.
 - 1.4 To comply with all statutory obligations and codes of practice to which the Contractor is subject including but not limited to the Working Time Regulations.
 - 1.5 To comply with any rules or obligations in force at the premises where services are performed during Assignments to the extent that they are reasonably applicable.
 - 1.6 To cooperate with the Client's staff and accept the direction of any person in the Client's organisation to whom it is required to report and comply with all reasonable and lawful instructions within the scope of the Assignment made by the Client.
 - 1.7 To furnish the Company with any progress reports as may be requested from time to time.
 - 1.8 Not to subcontract to any third party any of the services which it is required to perform under any Assignment without the prior agreement of the Company, such agreement not to be unreasonably withheld.
 - 1.9 To notify the Company forthwith in writing if it should become insolvent, dissolved or subject to a winding up petition or if as an individual he becomes subject to an IVA.
 - 1.10 To comply with all the requirements of Income Tax legislation, VAT legislation and the Companies Acts where applicable.

8. ACKNOWLEDGEMENT

1. The Contractor acknowledges that all copyright, trademarks, patents and other intellectual property rights deriving from services carried out by the Contractor for the Client during the Assignment shall belong to the Client.

9. COMPUTER EQUIPMENT WARRANTY

1. The Contractor shall ensure that any computer equipment and associated software which it provides for the purpose of providing the services contains antivirus protection with the latest released upgrade from time to time.

10. CONFIDENTIALITY

1. In order to protect the confidentiality and trade secrets of any Client and the Company and without prejudice to every other duty to keep secret all information given to it or gained in confidence the Contractor agrees on its own part and on behalf of its Staff as follows;
 - 1.1 Not at any time whether during or after an Assignment (unless expressly so authorised by the Client or the Company as a necessary part of the performance of its duties) to disclose to any person or to make use of any of the trade secrets or confidential information of the Client or the Company;
 - 1.2 To deliver up to the Client or the Company (as directed) at the end of each Assignment all documents and other materials belonging to the Client or the Company (and all copies) which are in its possession including documents and other materials created by it during the course of the Assignment;
 - 1.3 Not at any time to make any copy, abstract, summary or précis of the whole or any part of any document or other material belonging to the Client or the Company except when required to do so in the course of its duties under as Assignment in which event any such item shall belong to the Client or the Company.

11. TERMINATION

1. An Assignment may be terminated by the Company or the Contractor without notice
2. Notwithstanding subclauses 11.1 and 11.5 of this Agreement, where required by the Client, the Company may without notice and without liability instruct the Contractor to cease work on an Assignment at any time, where;
 - 2.1 The Contractor has acted in breach of the rules and regulations applicable to the Client's own staff;
 - 2.2 The Client reasonably believes that the Contractor has not observed any condition of confidentiality applicable to the Contractor from time to time; or
 - 2.3 the Contractor becomes insolvent, dissolved or subject to a winding up petition or if as an individual of the Company he becomes subject to an IVA.
 - 2.4 for any reason the Contractor proves unsatisfactory to the Client
3. If the Contractor is unable for any reason to work on an Assignment the Contractor should inform the Company by no later than 10am on the first day of absence to enable alternative arrangements to be made.
4. The Contractor acknowledges that the continuation of an Assignment is subject to and conditioned by the continuation of the contract entered into between the Company and the Client. In the event that the contract between the Company and the Client is terminated for any reason the Assignment shall cease with immediate effect without liability of the Company to the Contractor.

12. RESTRICTION

1. The Company shall not supply its services directly, or through any other person, firm or Employment Business, to any Client for which it has carried out Assignments at any time during the previous six months [save in the case of supply through an employment agency or recruitment consultancy with whom the Contractor was also registered at the date of commencement at the last Assignment]

13. NOTICES

1. All notices which are required to be given hereunder shall be in writing and shall be sent to the registered office from time to time of the party upon whom the notice is served. Any such notice may be delivered personally or by first class prepaid post or facsimile transmission and shall be deemed to have been served if by hand when delivered, if by first class post 48 hours and if by facsimile transmission when dispatched.

14. AVOIDANCE OF DOUBT

1. For the avoidance of doubt the Company and the Contractor agree that this Contract for Services cannot and does not create a contract of employment either between the Company and the Contractor or between the Client and the Contractor.

15. LAW

1. These Terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.

16.

The attached contract between us and Danbro's Client sets out the terms on which you have requested and we have agreed to provide your services to the Client. You accept that we may withhold payments from you in respect of any period until we ourselves have been paid by Danbro's Client, and you agree that you have considered any credit risks and found them to be acceptable.

Please complete the below assignment schedule and return back to us as soon as possible either my post, fax or email; (This is to confirm the details supplied by your client)

Required Information	
End Client	
Pay Rate	
Overtime Rate (If Applicable)	
Weekly or Monthly Paid?	
Start Date	
End Date (or rolling)	
Notice Period	
Standard Working Hours Per Week	

Please sign below (Upon signing you are agreeing to the above terms and conditions. If we do not receive this document back within 7 working days we will automatically assume you agree to the contract)

Client Name _____

Signature _____