

Shield Contract Services (UK) Limited

CONTRACT FOR SERVICES

THIS AGREEMENT is made on this day _____ 20__ BETWEEN:

Shield Contract Services (UK) Limited ("the Company")
Princess Mary House, 4 Bluecoats Avenue, Hertford, SG14 1PB

and (the Sub-Contractor)

of

.....

.....

IT IS HEREBY AGREED as follows.

1 INTERPRETATION

1.1 In this Agreement the following words shall, unless the context otherwise requires, have the following meanings.

"Agency Legislation"	Means Chapter 7, Part 2 of the Income Tax (Earnings and Pensions) Act 2003 (ITEPA) as amended and Social Security (Categorisation of Earners) (Contribution) (Amendment) Regulations 2014.
"Assignment"	Means work allocated to the Subcontractor at various sites across the United Kingdom relative to the Works Order.
"AWR"	Means the Agency Workers Regulations 2010;
"Client"	Means the Company's Clients for whom the Sub-Contractor may be requested to provide the Services
"Company Representative"	Means Shield Contracts Services Ltd account manager or such other person as appointed by the Company from time to time.
"Contract Sum"	Means the amount of compensation stated in the Works Order for the performance of the work.
"Control"	Means being subject to (or the right of) supervision, direction or control by any person.
"Employment Income"	Means a payment which falls within the Agency Legislation.
"Services"	The activities or duties specified in the Schedule to

this contract or detailed in a Works Order.

"Taxes"

Any income tax, corporation tax, value added tax, social security or other tax or statutory charge relating to payments made to the Sub-Contractor under this contract (including any interest and penalties).

"Works Order"

Means a letter or oral instruction from the Company to the Sub-Contractor providing details of outlining the terms of a specific engagement with a Client.

- 1.2 When denoting the masculine gender, words or expressions used herein shall, where appropriate, include the feminine and vice versa and when denoting the singular 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 whenever made, any previous enactment consolidated in it and any regulation or order made under it.
- 1.5 The clause headings are for ease of reference only and shall not affect the construction or interpretation of this contract.
- 1.6 This Agreement represents the entire agreement between the parties and substitutes any former agreement between the Company and the Sub-Contractor and any such former Agreement whether formal or informal shall be deemed to have terminated by mutual consent on the date of this Agreement.
- 1.7 The rights and obligations arising out of this Agreement are personal to the parties but may be sub-contracted by either party, with the consent of the other party, whose consent shall not be unreasonably withheld or delayed.
- 1.8 The parties agree that the relationship between the parties is not one of employer and employee.
- 1.9 On each assignment where control exists the sub-contractor will remain working in a self-employed capacity although his tax status will be that of 'employed' in accordance with the Agency Legislation. This will have no effect upon his employment status which will remain that of a self-employed Sub-contractor.
- 1.10 There is no obligation for the Sub-contractor to provide his services personally and so, he does not meet the criteria of an Agency Worker as defined in the Agency Workers Regulations 2010, nor of a worker in the National Minimum Wage Act 1998, nor of a worker in the Pensions Act 2008, nor of a worker in the Employment Rights Act 1996 and nor of a worker in the Working Time Regulations 1998.
- 1.11 The Sub-contractor confirms his understanding of the fact that, as a self-employed Sub-contractor, he has no claim to any employment rights such as holiday pay, redundancy pay, grievance rights or sick pay (this list is not exhaustive) throughout the duration of this contract.
- 1.12 This Contract for Services will constitute an overarching frame-work agreement with the Sub-Contractor under which all Works Orders will be performed. It is, therefore, reasonable to assume that the Sub-Contractor will be requested to undertake a series of Assignments (subject to Works Orders) under this Contract for Services which will be temporary in duration (less than 24 months).

2 SUB-CONTRACTOR OBLIGATIONS

- 2.1 The Sub-Contractor confirms that he is self-employed running his own business and agrees that he has no authority to bind the Company in any way and shall not represent that any such authority exists. The Sub-Contractor must not incur any liability on behalf of the Company and must not make any arrangement, formal or informal, on behalf of the Company without seeking the approval of the Company.
- 2.2 The Sub-Contractor is entitled to accept and perform engagements from other contractors or third-parties at any time. By entering into this Contract for Services the Sub-Contractor agrees that he will make himself available to execute Works Orders as required (subject to other business commitments) but shall not be obliged to accept all Works Orders.
- 2.3 The Sub-Contractor will be subject to the Agency Legislation in respect of any assignment during which he is subject to control by any person. In such circumstances, the Subcontractor is to be treated for income tax purposes as holding an employment.
- 2.4 The Sub-Contractor agrees to comply with any reasonable request for information with regard to his being subject to control (or the right of control) by any person and to respond to such requests within stipulated timescales.
- 2.5 The Sub-Contractor shall provide safe systems of work for himself and any additional persons engaged by him for work carried out on behalf of the Company. The Sub-Contractor recognises the responsibilities of self-employed persons under the Health and Safety at Work Act and related legislation and agrees to follow the Company's Health and Safety policies as far as they affect self-employed persons.
- 2.6 The Sub-Contractor is required to provide, at his own expense, sufficient insurance to cover third party risks in relation to persons and property and against liability in respect of accident or injury to employees of the Sub-Contractor whilst undertaking the contract. This certificate must be presented to a company representative prior to undertaking work under this contract for services. The Company may be able to provide a list of suitable insurers if required.
- 2.7 In the event that the Sub-Contractor accepts an assignment, and is unable or unwilling to undertake the work personally, he will be required to engage a substitute Sub-Contractor in order to fulfil the terms of the contract. In the event that the Sub-Contractor is unable to locate a suitable substitute, the Company will make the necessary arrangements to ensure that the contract is completed. Any costs associated with replacing the Sub-Contractor will be re-charged by the Company to the Sub-contractor or monies will be withheld from future payments.
- 2.8 In the event that additional operatives are supplied by the Sub-Contractor to carry out any of the services, the Sub-Contractor will remain responsible for all employment matters, the quality of the workmanship and for payment to any additional operatives. The rate agreed with the Sub-contractor includes any costs associated with the engagement of additional operatives engaged by the Sub-contractor. The Contractor will have no contractual relationship with such additional operatives.
- 2.9 The Subcontractor confirms that both the Client to whom the services will be provided has been informed, and accepted, that the Subcontractor may use a substitute or representative to fulfil the terms of the contract.
- 2.10 The Sub-Contractor will provide, at his own expense, all tools and other equipment as shall be necessary to carry out the assignment.
- 2.11 Pursuant to Regulation 3 (2) (a) (b), the Sub-Contractor agrees that the Agency Worker Regulations 2010 will not apply to this Contract for Services.

3 QUALITY OF SERVICE PROVISION

- 3.1 The Company relies on the skill and judgement of the Sub-Contractor in carrying out the services under the contract, which the Company expects to be consistent with the Company's high standards of quality and client service. Subject to this and subject to the normal requirements of providing a safe and satisfactory service to the client, the Sub-Contractor may determine the manner in which the work is carried out.
- 3.2 The Sub-Contractor may provide suitably trained workers instead of, or in addition to himself, to assist in carrying out assignments for the Company. However, it is the Sub-Contractor's responsibility to ensure that such additional workers do not compromise the Sub-Contractor's ability to meet service standards.
- 3.3 In the event that the Company is contacted by a client, stating that remedial work is necessary, the Sub-Contractor shall be required to carry out any remedial work deemed necessary by the Company, at a pre-arranged time, within a period specified by the Company. If the Sub-Contractor is unable to fulfil the request, the work will be completed by another Sub-Contractor. All associated costs will be recharged to the Sub-Contractor named in this agreement.

4 COMPANY OBLIGATIONS

- 4.1 The company is under no obligation to offer or provide assignments on a continuous basis to the sub-contractor and nothing in this agreement shall commit or shall be construed as committing the company to offer or provide such work. A works order will be issued for each assignment under this contract for services.
- 4.2 The Works Order will stipulate whether, in accordance with the Agency Legislation, the remittance payable to the Sub-Contractor will be treated as employment income and so, subject to tax and National Insurance contributions (NIC).
- 4.3 In the event that a Sub-Contractor accepts a Works Order and is unwilling or unable to fulfil the Works Order personally, the Company will give the Sub-Contractor the opportunity to find a substitute Sub-Contractor within the original contract timeframe. The Sub-Contractor named on this agreement will be responsible for payment and the quality of workmanship.
- 4.4 In the event that the Sub-Contractor is unable or unwilling to provide a substitute Sub-Contractor, the Company may, at its discretion, offer the contract to a replacement Sub-Contractor to meet client requirements. Any charges associated with engaging with a replacement Sub-Contractor will be re-charged to the Sub-Contractor.
- 4.5 Under no circumstances will the Company pay the Sub-Contractor for any hours where no services are provided.
- 4.6 The Company accepts that the Sub-Contractor is acting in a genuine business to business relationship pursuant to Regulation 3(2) (a) (b) Agency Worker Regulations 2010. Consequently, the AWR will not apply to this Contract for Services.
- 4.7 During periods where the Sub-Contractor's tax status is that of employed the Company will administer claims for eligible travel expenses incurred in the course of provision of his services. Where eligible expenses are payable the Contract Sum will be adjusted to arrive at the level of profit which will be subject to PAYE and NIC. Claims must be made in accordance with the Company Expense Policy and approved by the Company.

5 PAYMENT TERMS

- 5.1 The Sub-Contractor shall maintain an accurate timesheet detailing the number of hours worked. At the end of each week of an assignment, the Sub-Contractor shall deliver to the Client a timesheet duly completed to indicate the number of hours worked by the Sub-Contractor during the preceding week and signed by an authorised representative of the client.
- 5.2 The Sub-Contractor agrees to allow the Company to prepare invoices on its behalf and shall confirm to the Company whether the Sub-Contractor is registered for VAT. Invoices raised shall, where applicable, constitute a VAT invoice and will include tax and NIC deductions as appropriate when the Agency Legislation applies.
- 5.3 The Contract Sum will be agreed between the Company and the Sub-Contractor. Any rate specified by the Client on the Works Order will represent the rate agreed between the Company and the Client for the supply of services and will have no relevance to the Contract Sum agreed with the Sub-Contractor.
- 5.4 The Company shall settle all approved invoices within 7 days of receipt unless otherwise agreed by electronic transfer into the nominated bank account the details of which shall be provided by the Sub-Contractor.
- 5.5 The Sub-Contractor acknowledges and accepts that he is trading as a business and, as such, the Company will not pay statutory sick pay, holiday pay, and statutory maternity pay or contribute to or make available a pension scheme to the Sub-Contractor or his representatives.
- 5.6 The Company shall be under no obligation to make a payment in accordance with clause 5.3 if, at the time the payment is otherwise due, the Sub-Contractor has failed to perform his obligations under clause 5.1.

6 CONSTRUCTION INDUSTRY SCHEME (CIS)

- 6.1 Where the CIS applies, the Subcontractor will provide sufficient details, as required from time to time, to enable the Company to verify the tax status of the Sub-Contractor with HM Revenue and Customs (HMRC). If appropriate, and where the Agency Legislation does not apply, the Company will make a statutory deduction (either 20% or 30%) from all payments which do not constitute the direct cost of any materials supplied. The Company will supply the Sub-Contractor with a Tax Payment Statement by 19th of the month following the end of the end of the income tax month to which the payment relates.
- 6.2 In event that the Sub-Contractor is subject to Control in the provision of his Services, the Agency Legislation will take precedence over the operation of deductions under the Construction Industry Scheme.

7 PROVISION OF TRANSPORT

- 7.1 The Sub-Contractor will ensure that he has appropriate transport in order to fulfil any assignment which may be offered.

8 TAXATION

- 8.1 Save for when the Agency Legislation applies, the Sub-Contractor shall be responsible, for all taxes in relation to the provision of services to the Company together with all employment obligations in connection with any person engaged by the Sub-Contractor in carrying out assignments for the Company.

- 8.2 The Subcontractor shall defend and keep the Company fully and effectively indemnified against any damage, claim, cost, expense or liability the Company may suffer arising out of or relating to any Taxes associated with this agreement outside those assignments when his remittance is paid as Employment Income.

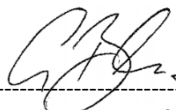
9 TERMINATION OF THE AGREEMENT

- 9.1 This Agreement may be terminated by either party with immediate effect by giving one week's written notice to that effect to the other party.
- 9.2 The parties acknowledge that the continuation of an assignment is subject to the continuation of the contract entered into between the Company and the Client for the provision of the services to the client.
- 9.3 In the event that the contract between the Company and the Client is terminated for any reason then the assignment will cease with immediate effect without liability to the Company.
- 9.4 The Company may terminate this contract without notice in the event of:
- (a) the Sub-Contractor being convicted of a criminal offence which the Company believes would adversely affect the business of Company or its Client or the provision of the services,
 - (b) the Sub-Contractor acting in breach of the rules and regulations in operation at the Client's place of work,
 - (i) the Client has requested the Sub-Contractor to leave the Client's place of work,
 - (ii) the Client has requested the Sub-Contractor to cease performing the services for whatever reason,
 - (iii) for any reason, the Sub-Contractor proves to be unsatisfactory to the Client
 - (iv) if the Sub-Contractor becomes insolvent, subject to a winding-up petition or bankruptcy order, has a receiver appointed over his property or makes a proposal to enter into any voluntary arrangement pursuant to the Insolvency Act 1986

SIGNED by

The Sub-Contractor

SIGNED by



for and on behalf of the Company