



Failure to fully complete all fields on this form could result in a delay in application.

Contract Administration Form

Title	Full Name
Address	
Post Code	
Home Telephone	Mobile No
Email	
Date of Birth	
Trade	Start Date
Next of Kin	Contact No

Agency/Company	Contact
Branch	Telephone No

*Bank/Building Society Name	
Address	
*Sort Code <input type="text"/>	*Account No <input type="text"/>
Account Holder Name	Roll No (if applicable)

*UTR No (if applicable) <input type="text"/>
*N.I. Number <input type="text"/>
Registered No (if applicable)
VAT No (if applicable)
Sole Trader (tick here) <input type="checkbox"/>

***Denotes a required field. Failure to do so, could result in a delay in application.**

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Declaration

I/we confirm that all details are correct and that I/we have read and fully understood the terms and conditions set out in the contract for services and explanatory form and confirm that they represent the terms under which the services are to be provided. I/we confirm that I/we are entering into a contract for services with Red Contract Management Ltd for the supply of services which will be sub-contracted to third-parties. I/we understand and accept that payment will be made once cleared funds have been received from the client to whom the services has been provided.

Signature _____ **Print Name** _____ **Date** _____

Please ensure that you have signed the agreement and send us a copy of your CIS card

For office use only Do not complete this section

Red Contract Management Ltd _____ Red Reference Number _____

Insurance

Self Employed subcontractors are required to have adequate Public Liability. If you already have cover you must send us a copy of your insurance certificate. Otherwise we will arrange cover and deduct a weekly charge of £2.50 to cover any additional premium which may arise from covering your services through our existing policy. By signing this form, you agree to the deduction being made from the net amount due to you.

Insurance Company

Expiry Date

Certificate Number

Red Contract Management Ltd - Self Billing Agreement

This is an agreement to a self billing procedure between: -

Red Contractors Ltd VAT Number: _____

and

Subcontractor Name: VAT Number: _____

Red Contractors Ltd agrees:

1. To issue self billed invoices for all supplies made to them by the Subcontractor until _____
2. To complete self billed invoices showing the Subcontractor's name, address and VAT registration number (if applicable), together with all other details which constitute a full VAT invoice.
3. To make a new self billing agreement in the event that their VAT registration number changes.

The Subcontractor agrees:

1. To accept invoices raised by Red Contractors Ltd on their behalf until _____
2. Not to raise sales invoices for the transactions covered by this agreement.
3. Notify Red Contractors Ltd immediately if they
 - Change their VAT registration number (if applicable)
 - Cease to be VAT registered (if applicable); or
 - Sell their business, or part of their business

Signed by: _____

On behalf of: Red Contractors Ltd

Date: _____

Signed by: _____

On behalf of Subcontractor

Date: _____

Red Contractors Ltd

CONTRACT FOR SERVICES

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

RED CONTRACTORS LTD ("the Company") TNC Building, Merrion Way, Leeds, LS2 8PA

* 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.

"Assignment Schedule"	Means a letter or oral instruction from the Company to the Sub-Contractor outlining the terms of a specific engagement with a Client.
"Client"	Means the Company's Clients for whom the Sub-Contractor may be asked to provide the Services
"Company Representative"	Means Red Contractors Ltd account manager or such other person as appointed by the Company from time to time.
"Services"	The activities or duties specified in the Schedule to this contract and detailed in an Assignment Schedule.
"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).

- 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.

2 Sub-Contractor Obligations

- 2.1 The Sub-Contractor confirms that he is running a 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 under no obligation to accept any assignments offered under this contract that the Company may offer from time to time and the Sub-Contractor is entitled to accept and perform engagements from other contractors or third-parties at any time. Both parties agree that they do not wish to create any mutuality of obligation before, during or after any assignment carried out by the Sub-Contractor.
- 2.3 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.
- 2.4 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.
- 2.5 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.
- 2.6 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.
- 2.7 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.
- 2.8 The Sub-Contractor will provide, at his own expense, all tools and other equipment as shall be necessary to carry out the assignment.

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.
- 3.4 The Sub-Contractor agrees that information can be supplied by the client to the Company in relation to the services undertaken in the event of any dispute arising.

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. An Assignment Schedule will be issued for each assignment and each assignment is a new contract made subject to these terms and conditions.
- 4.2 In the event that a Sub-Contractor is unwilling or unable to fulfil the assignment schedule, 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.
- 4.3 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.
- 4.4 Under no circumstances will the Company pay the Sub-Contractor for any hours where no services are provided.

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.
- 5.3 The Sub-Contractor's payment will be subject to a calculation using the rate agreed by the company with the client less a fixed reduction on account of the company's margin and any deductions will be made from this payment in accordance with the provisions of the Construction Industry Scheme.
- 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

- 6.1 This contract is conditional upon the Sub-Contractor providing 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, 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.

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 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.

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