



**THIS CONTRACT FOR SERVICES**

Between:

Quest Construction Solutions NE Limited T/A Quest Pay Solutions (company registration whose registered office is at Unit A, Telford Court, Chester Gates Business Park, CH1 6LT ("the Supplier"); and The named operative which trades under the business name Quest Pay Solutions NE Limited for the purpose of providing sub-contractor services to its Clients ("The Operative").

**BACKGROUND**

- A. The Supplier is a provider of services to various clients ("Clients"). The Supplier is engaged by Clients to provide the services of its employees and subcontractors on various specific and distinct contracts ("Engagements").
- B. The Operative has skills and abilities which may from time to time be available to The Supplier ("the services").
- C. The Supplier and the Operative agree that if the Operative offers to make his services available to The Supplier and is engaged by The Supplier, the terms and conditions in this Contract for Services shall apply.
- D. If and when the Operative provides the services to the Supplier on an Engagement, such a provision of services shall constitute a separate and distinctive engagement under this Contract for Services. Unless varied or amended or otherwise agreed between parties in accordance with clause 25, these terms and conditions shall apply to each engagement.

**OPERATIVE PROVISIONS**

- 1. The Supplier is not obliged to offer work on any engagement to the Operative, neither is the Operative obliged to accept any work offered. The Operative is not obliged to make his services available at any time. Specifically, both parties agree that they do not intend to create or imply any mutuality of obligations at any time, either during or in between the parties or between any individual agreement.
- 2. This contract for services supersedes any other contract for the performance of the services between the parties or between the Operative and any other party.
- 3. The Operative warrants that he is competent and medically fit to perform the services.
- 4. The Operative warrants that he possesses all necessary qualifications and licences to perform the services.
- 5. The Operative warrants that he will comply with all regulatory requirements in relation to the services.
- 6. The Operative is free to provide any services to any other at the same time as being engaged by the Supplier and the Supplier acknowledges that they will not have first call on the services of the Operative in priority to any third party.
- 7. The Operative accepts that he is responsible for the services, and that he is responsible for covering his own risk with a suitable policy of insurance or if not will be offered cover under Quest Pay Solutions suitable policy of insurance. Where requested by the Supplier, or by the Supplier's client the Operative will provide evidence of such insurance.

**FEE FOR THE SERVICES**

- 8. Formal written tenders will not be required. The parties agree that the fee for the services (which may be agreed as a fixed price, day rate or hourly rate) and the method of payment will be negotiated and agreed between them from time to time and this shall include verbal agreements of the rate of payment for the services.
- 9. Unless registered for VAT, the operative is not obliged to raise an invoice for the services. The Supplier operates a self-billing system and will provide the Operative with a periodic remittance advice, including electronic means where agreed between the parties. If the Operative is registered for VAT, the Operative will raise a VAT invoice to the Supplier.
- 10. Where the services fall within the scope of the Construction Industry Scheme as from time to time defined by the HM Revenue & Customs, the Operative will provide to the Supplier at earliest opportunity sufficient information to enable the Supplier to verify the Operative's payment status with HM Revenue & Customs. The responsibility for the accuracy of this information rests with the Operative, and the Operative will not be entitled to receive any payment under this contract until this information has been provided to the Supplier.
- 11. Any defective work the Supplier reasonably determines has been caused by the Operative, or by any substitute or hired assistant working for the Operative, will be corrected by the Operatives at his own cost or in his own time.
- 12. The Operative is responsible for all his travelling expenses to and from and accommodation at any location where he has been engaged to provide the services.
- 13. The Operative is engaged on an independent self-employed and professional basis and is not entitled to holiday pay, sick pay or any other payment for periods when the services are not provided to the Supplier in any circumstances.
- 14. The Operative is not entitled to participate in the Supplier grievance and disciplinary procedure.
- 15. The Operative will not be entitled to receive payment for services cancelled by the Supplier or by the Supplier Clients for any reason.

**HEALTH AND SAFETY**

- 16. In the interest of all parties' health and safety obligations, the Operative agrees to observe all reasonable operational rules relating to working hours, site security and safety.
- 17. The parties acknowledge that it may be necessary for health and safety or security reasons for the Operative to be identifiable whether evidenced by security passes

or on parts of clothing. However, the Operative will not represent himself as a servant or employee of the Supplier or the Suppliers Clients at any time, but as an independent operative in business on his own account engaged by the Supplier for the specific purpose of providing the services.

- 18. The Operative will determine the manner in which the services are performed, and will act in a professional manner at all times while carrying out the services for the Supplier. The Operative is acting in an unsupervised capacity and thus proper performance of all services is the responsibility of the Operative. The Operative shall not be subjected to supervision direction or control or to a right of the same in respect of the manner of provision of the Services.
- 19. Unless specifically agreed in advance, the Operative is responsible for providing any equipment and materials necessary for the proper and safe performance of the services is the responsibility of the Operative.
- 20. This operative is entitled to use a suitability qualified substitute to perform the services at the Operatives discretion, if the Operative is unable or unwilling to perform the services personally.
- 21. The Operative is entitled to use suitably qualified hired assistants to perform the services at the Operatives discretion.
- 22. Where a substitute or hired assistant is used by the Operative there shall be no contractual or financial relationship between the Supplier and the substitute or hired assistant. The Operative is solely responsible for arranging payments to the substitute or hired assistant. The Operative warrants that the substitute or hired assistant warranties contained in clauses 3,4 and 5 of this contract for the services.
- 23. **TERMINATION OF THIS AGREEMENT**
- 24. This agreement can be terminated by either party for any reason. No notice is required by either party.
- 25. The Operative confirms that he has read and understood the terms and conditions herein and has had the opportunity to discuss this agreement with any person or professional advisor he considers necessary before signing.
- 26. Both parties agree that this is intended to be legally binding contract governing the nature of the contractual relationship between them.
- 27. The Operative shall signify his agreement to this contract by signing where indicated below. Where the Operative starts providing service to the Supplier under this agreement this shall be deemed to be acceptance of these terms.
- 28. Both parties agree that, with exception of verbal agreements referred to in clause 8 that 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.
- 29. Should the Supplier fail to enforce or apply any of the rights to enforce the terms of this contract for the services in full at any time now or future.
- 30. The headings used in this contract for services are for reference only and are not intended to be interpreted as part of the terms agreed between parties. References to the masculine include the feminine.
- 31. This contract is governed by the laws of England and Wales.

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Signed

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Print Name

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Date