



SUBCONTRACTOR REGISTRATION FORM & CONTRACT

1. Subcontractor Personal Details

Mr/Mrs/Miss/Ms/Other:		Forename (s):		Surname:	
Home Address					
				Postcode:	
Email Address:				Date of Birth:	
Home Phone No:				Mobile No:	
National Insurance No.:				Nationality:	

2. Construction Industry Scheme

Unique Tax Reference:		Trade/Profession:	
Trading Name (if applicable):		Years Experience:	

3. Bank Details

Bank or Building Society Name		Account No.	
Account Holders Name:		Sort Code:	
Branch Location:		Roll No. (if applicable):	

4. Payment Notification

We will provide you with an electronic payment advice and send you a text message (SMS) informing you of the amount we have sent to your bank.

5. 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 CIS 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 CIS Limited immediately I change any personal details such as bank details or address or contact numbers.
I confirm that I have received the "Self Employed Status Assessment" and that the information therein is correct.
I have provided the required documentation & Photo ID (See below)

The top copy of the 'Subcontractor Registration Form & Contract'.
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 CIS Ltd

Date:

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

Office Use Only

Date Application Received:		Client / Referral Reference	
Account Holders Name:		Sandbeck CIS Limited Reference Number	

SELF EMPLOYED CONTRACT FOR SERVICES (SUB-CONTRACTOR)

THIS CONTRACT FOR SERVICES BETWEEN

Sandbeck CIS Limited, of 4 Highcliffe Court, Greenfold Lane, Wetherby, LS22 6RG
("Sandbeck CIS Limited"); and ("The Sub-Contractor")

BACKGROUND

- A. Sandbeck CIS Limited's business is in the construction industry. Sandbeck CIS Limited tenders for and is appointed by its clients to complete a project for specified works at a certain site or location ("the Assignment").
- B. The Subcontractor has skills and abilities which may from time to time be available to Sandbeck CIS Limited ("the Services").
- C. Sandbeck CIS Limited and the Subcontractor agree that if the Subcontractor offers to make his services available to Sandbeck CIS Limited and is engaged in Sandbeck CIS Limited, the terms and conditions in this Contract for Services shall apply.
- D. It is the intention of the parties that when the Subcontractor provides the Services to Sandbeck CIS Limited for an Assignment, such provision of Services shall constitute a separate and distinctive engagement under this Contract for Services. Unless varied or amended or otherwise agreed between the parties under clause 25, these terms and conditions shall apply for each engagement .

OPERATIVE PROVISIONS

- 1. Sandbeck CIS Limited is not obliged to offer work on any Assignment to the Subcontractor, neither is the Subcontractor obliged to accept any work offered. The Subcontractor 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 any individual engagement.
- 2. The Subcontractor shall act in a professional workmanlike way at all times while carrying out the Services for Sandbeck CIS Limited.
- 3. The Subcontractor is free to use his own initiative as how best to complete the Services and has the flexibility to arrange how and when the Services are carried out, always provided that this does not unreasonably interfere with or delay other works being carried out by or on behalf of Sandbeck CIS Limited or with any site restrictions in place on a particular Assignment.
- 4. The Subcontractor is free to provide any services to any other party at the same time as being engaged by Sandbeck CIS Limited and Sandbeck CIS Limited acknowledges that they will not have first call on the Services of the Subcontractor in priority to any third party.
- 5. The Subcontractor is responsible for providing his own equipment, tools and personal protective clothing and safety equipment. Where the parties agree, certain equipment, tools or other ancillary equipment may be more economically provided by Sandbeck CIS Limited or the main client, particularly if the type of Assignment is specialised or the Services are labour-only services.
- 6. The Subcontractor accepts that he is responsible for the Services, and that he is responsible for covering his own risk with a suitable policy of insurance. Where such insurance is arranged by Sandbeck CIS Limited, the Subcontractor will either agree to pay Sandbeck CIS Limited the appropriate premiums on a basis to be agreed verbally or the costs will be reflected in the price or rate agreed with the Subcontractor.

PAYMENT FOR THE SERVICES

- 7. Formal written tenders will not be required. The parties agree that the price, day rate or hourly rate for the Services 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
- 8. The Subcontractor is not obliged to raise an invoice for the Services. Sandbeck CIS Limited will provide a pay statement to the Subcontractor in accordance with the requirements of the self-employed Construction Industry Scheme.
- 9. The Subcontractor will not be entitled to payment for the Services unless Sandbeck CIS Limited receives payment from Sandbeck CIS Limiteds client in relation to the Services provided by the Subcontractor.
- 10. The Subcontractor agrees that any sums due in respect of the Subcontractor under the Construction Industry Training Board Levy Scheme may be deducted from the Subcontractor's payment for the Services.
- 11. Any defective work Sandbeck CIS Limited reasonably determines has been caused by the Subcontractor, or by any substitute or hired assistant working for the Subcontractor, will be corrected by the Subcontractor at his own cost or in his own time.
- 12. The Subcontractor is responsible for all his traveling expenses to and from any location where he has been engaged to provide the Services. Where transport facilities are made available by Sandbeck CIS Limited to a particular location this is at Sandbeck CIS Limited's discretion and such facilities may be with drawn at any time and the costs of such facilities may be reflected in the price or rate agreed with the Subcontractor.
- 13. Sandbeck CIS Limited and the Subcontractor are subject to the Construction Industry Scheme. The Subcontractor will provide to Sandbeck CIS Limited at the earliest opportunity sufficient information to enable Sandbeck CIS Limited to verify the Subcontractor's payment status with HM Revenue & Customs. The responsibility for the accuracy of this information rests with the Subcontractor, and the Subcontractor will not be entitled to receive any payment under this contract until this information has been provided to Sandbeck CIS Limited.
- 14. The Subcontractor is responsible for his own National Insurance contributions.
- 15. As an independent business, the Subcontractor agrees that it is not entitled to holiday pay, sick pay or any other payment for periods when the Services are not provided to Sandbeck CIS Limited in any circumstances.
- 16. The Subcontractor is not entitled to participate in Sandbeck CIS Limited's grievance and disciplinary procedure.
- 17. The Subcontractor will not be entitled to receive payment for Services cancelled or where a site is closed, for example by reason of inclement weather.

HEALTH AND SAFETY

- 18. In the interests of Health and Safety obligations imposed on Sandbeck CIS Limited, the Subcontractor agrees to comply with all reasonable operational rules relating to working hours, site security and safety.
- 19. The parties acknowledge that it may be necessary for Health and Safety reasons for the Subcontractor to be identifiable whether evidenced by security passes or on parts of clothing.

However, the Subcontractor will not represent himself as a servant or employee of Sandbeck CIS Limited at any time, but as an independent subcontractor in business on his own account engaged by Sandbeck CIS Limited for the specific purpose of providing the Services.

SUBSTITUTES AND HIRED ASSISTANTS

- 20. The Subcontractor may, at his absolute discretion, send a substitute or hired assistant to perform the Services. The substitute or hired assistant may be rejected by Sandbeck CIS Limited only if in the reasonable opinion of Sandbeck CIS Limited such a substitute or hired assistant does not possess the necessary skills or qualifications to carry out the Services.
- 21. Where a substitute or hired assistant is sent by the Subcontractor there shall be no contractual or financial relationship between Sandbeck CIS Limited and the substitute or hired assistant. The Subcontractor is solely responsible for arranging payments to the substitute or hired assistant.

TERMINATION OF THIS AGREEMENT

- 22. This Agreement can be terminated by either party for any reason and without any notice being given

MISCELLANEOUS

- 23. The Subcontractor 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 adviser he considers necessary before signing.
- 24. Both parties agree this is intended to be a legally binding contract governing the nature of the contractual relationship between them.
- 25. Both parties agree that, with the exception of verbal agreements referred to in clauses 6 and 7, these terms and conditions represent the whole agreement between them. No variation may be made to these terms unless agreed in writing by both parties.
- 26. Should Sandbeck CIS Limited fail to enforce or apply any of the rights that it has under this Contract for Services, it shall not be considered that Sandbeck CIS Limited approves or agrees to any breach of contract or that it loses rights to enforce the terms of this Contract for Services in full at any time now or in the future.
- 27. The Headings used in the 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.
- 28. This contract is governed by the laws of England and Wales. 1.

NOTE ON SAFETY FOR THE GUIDANCE OF CONTRACTORS

This section does not in any way alter the terms and conditions of the Sub Contract agreement neither does it seek to interpret the statutory Regulations and the duties to which everyone in the industry is already committed. It is issued solely for guidance and to remind you of these regulations.

TO ALL SUBCONTRACTORS

Sandbeck CIS Limited's objective is to promote a uniform and satisfactory standard of safety by working in harmony with you as our Contractor. You are required to comply strictly with such Acts and Regulations as apply to your own work and in all cases where your work bounds upon or overlaps areas used by the public or by the Client. Every reasonable care shall be taken to safeguard persons in your employ, or members of the public from danger arising from your operation.

BEFORE YOU COMMENCE WORK

All subcontractors will report to the site agent when they arrive on site and when they leave site. This is to ensure that during an emergency the agent knows who is on or off the site. The requirements of Section 4 of the Regulations so far as they permit sharing: Welfare arrangements shall be strictly followed and arrangements agreed in good time. All arrangements shall be documented.

HEALTH AND SAFETY AT WORK ETC. ACT 1974 (You are reminded of your obligation under this Act and in particular Section 3)

Sandbeck CIS Limited wish to remind all subcontractors and individual contractors that they are required to conduct their operations in accordance with the Health and Safety at Work etc. Act 1974, and all the relevant statutory provisions and any amendments. Sandbeck CIS Limited expects and requires any individual contractors, subcontractor or contractor commissioned to understand their duties under legislation applicable to work they shall be carrying out, and their common law obligations to their own employees and to others not so employed who may be affected by their operations.

SUMMARY STATEMENT OF SAFETY POLICY

Sandbeck CIS Limited regards the advancement of safety, health and welfare measures as a mutual objective for contractors, sub-contractors and clients. To achieve this Sandbeck CIS Limited take all reasonable measures to ensure safety, health and welfare of sub-contractors in fulfilment of its moral, legal and economic responsibilities. Sandbeck CIS Limited asks that all persons recognize their responsibility and comply with all reasonable direction which may be found in the safety policy, method statements, risk assessments and systems which have been designed for the well being of all.

All persons shall be aware of their legal duty not only to work in a safe manner but also to cooperate with efforts made to create safe conditions.

YOUR RESPONSIBILITIES AS A SELF-EMPLOYED PERSON INCLUDE:

- 1. To observe safe working practices and risk assessments produced by the company.
- 2. To look after your own health and watch out for others who might be affected by what you do including other members of the public.
- 3. To be aware of fire Assembly Point as instructed.
- 4. To use the correct tools, equipment and the safety equipment provided.
- 5. To avoid improvising if it creates unnecessary risk.
- 6. To suggest ways of eliminating hazards and to warn others of known hazards.
- 7. To refrain from horseplay and abuse of welfare facilities.
- 8. To wear Personal Protection Equipment on an as required basis.