

TERMS OF ENGAGEMENT OF LIMITED COMPANY CONTRACTORS (TERMS OF ENGAGEMENT)

For the purpose of definition, the Contractor is under the supervision, direction or control of the client AND has opted out.

Please complete this section and agree to our terms of engagement. PLEASE SIGN ALL GREY BOXES

YOUR DETAILS

NAME OF WORKER

ADDRESS

TOWN..... COUNTY..... POSTCODE.....

DATE OF BIRTH...../...../..... National Insurance Number.....

Telephone Numbers Home Mobile

E-Mail address@.....

YOUR BUSINESS DETAILS - TRADING NAME OF BUSINESS

Trading Style

LIMITED COMPANY NUMBER ACCOUNTANT DETAILS

VAT REGISTERED Y N VAT NUMBER UNIQUE TAX REFERENCE NUMBER

INSURANCE

WHAT IS YOUR PUBLIC LIABILITY INSURANCE LIMIT £..... INSURERS DETAILS

DO YOU CARRY DRIVERS NEGLIGENCE INSURANCE? YES NO IF YES TO WHAT VALUE ? £

TYPE OF WORK OFFERED – SUBJECT TO AGREEMENT OF TERMS

The Staffing Network can offer work finding services as an employee of your business, work as a CONTRACT/ADHOC

PAYMENT

Although the rate of pay for this work may vary from time to time, it is agreed that the minimum hourly rate of payment for this work is listed below

CATEGORY	HOURLY RATE- DAY, NIGHT, WEEKENDS
	£
	£

Bank Details - Please ensure that your bank details are CORRECT as payment made to incorrect details CANNOT be rectified

Bank Name Sort Code Account Number

BRANCH Roll Number (Building Society Only)

Account Holders Name

INFORMATION TO BE PROVIDED REGARDING THE EMPLOYEE TO BE PROVIDED BY CONTRACTOR

IMPORTANT – PLEASE READ CAREFULLY

Please ensure that the following documents are provided to our offices on a weekly basis:-

A completed Timesheet to document ALL hours worked and POA / Breaks undertaken in a week, not only The Staffing Network Hours

A Weekly Digital Tachograph Printout, to include any manual entries to include work undertaken in a week including using analogue vehicles

An invoice to include relevant legal information

Any Expenses / receipts incurred whilst working for our clients

OUR DEADLINE IS 10am MONDAY. IF TIMESHEETS, INVOICES & RELEVANT PAPERWORK IS NOT RECEIVED ON TIME, EVERY WEEK, THE STAFFING NETWORK CANNOT GUARENTEE CORRECT PAYMENT. IT IS YOUR RESPONSIBILITY TO ENSURE THAT THE ABOVE INFORMATION IS PROVIDED TO THE STAFFING NETWORK ON TIME EVERY WEEK.

Criminal Convictions

Do you have any unspent* criminal convictions? Yes/No If yes, state convictions and dates

*Certain types of employment and professions are exempt from the Rehabilitation of Offenders Act 1974 and in those cases particularly where the employment is sought in relation to positions involving working with children or vulnerable adults, details for all criminal convictions must be given. The information given will be treated in the strictest of confidence and only taken into account where, in the reasonable opinion of The Staffing Network, the offence is relevant to the post to which you are applying. Failure to declare a conviction may require us to exclude you from our register or terminate an assignment if the offence is not declared but later comes to light.

Do you hold a current DBS (CRB) Check ?

If the answer to the above question is "Yes" please provide the document to the consultant interviewing you.

I agree to the above statements and that the information supplied on this document are correct. I agree to provide the information requested

Signed by Contractor Date



POLICIES

Equal Opportunities

The Staffing Network is committed to a policy of equal opportunities for all work seekers and shall adhere to such a policy at all times and will review on an on-going basis on all aspects of recruitment to avoid unlawful or undesirable discrimination. We will treat everyone equally irrespective of sex, sexual orientation, marital status, age, disability, race, colour, ethnic or national origin, religion, political beliefs or membership or non-membership of a Trade Union and we place an obligation upon all staff to respect and act in accordance with the policy. The Staffing Network shall not discriminate unlawfully when deciding which candidate/temporary worker is submitted for a vacancy or assignment, or in any terms of employment or terms of engagement for temporary workers. The Staffing Network will ensure that each candidate is assessed only in accordance with the candidate's merits, qualification and ability to perform the relevant duties required by the particular vacancy.

Drug and Alcohol Policy

The Company recognises that alcohol and drug abuse problems can have a detrimental effect on work performance and behaviour..The Company has a responsibility to its employees and customers to ensure that this risk is minimised. Accordingly, Company policy involves the following:-
Disciplinary rules, enforced through disciplinary procedures, where use of alcohol or drugs (other than on prescription) affects performance or behaviour at work, and where either (1) an alcohol or drug abuse problem does exist. The Company and the Clients of the Company reserve the right to perform random drugs and alcohol tests at any time.

Disciplinary Action

1. In line with the Company's disciplinary rules, the following will be regarded as serious misconduct:

- a) Attending work and/or carrying our duties under the influence of alcohol or drugs.
- b) Consumption of alcohol or drugs whilst on duty (other than where prescribed or approval has been given).

Breach of these rules will result in summary dismissal, and only in exceptional cases will either notice or the reduced disciplinary action of a final written warning be applied.

Situations where use of the Disciplinary Procedure is Appropriate

Recognition of the existence of a possible alcohol or drug abuse problem.

1. Abuse of alcohol or drugs can affect performance and behaviour at work, i.e., either through serious misconduct at work, (where there is a direct and demonstrable breach of the disciplinary rules regarding alcohol or drug abuse at work), or where there is a falling off of standards of work performance or behaviour, and abuse of alcohol or drugs is a possible cause.
2. The immediate line manager will be responsible for responding to such situations, carrying out either counselling or disciplinary investigations and interviews, supported as appropriate by a more senior Manager.
3. In such interviews the possible existence of an alcohol or drug abuse problem should be explored. The line manager is not required to diagnose the existence of an alcohol or drug abuse problem, merely to assess whether such abuse is a possible factor.
4. Any requirements of the Disciplinary Procedure regarding Trade Union representation will be observed.

Data Protection & General Data Protection Regulation (GDPR)

The Staffing Network is registered as a Data Controller with the Data Protection Register (Registration Number Z9269466), and we reserve the right to keep records of you for up to the maximum time allowed by Law. If at any time you wish for your details to be returned to you or removed, please request in writing to our Data Controller.

GDPR & Data Consent

I,

hereby give my consent to the Company to process the following information:

Personal data

- Name
- Date of birth
- Contact details, including telephone number, email address and postal address
- Experience, training and qualifications
- CV and working history
- National insurance number
- Licence and licence checking, checking any qualifications with relevant authorities

Sensitive personal data

- **Disability/health condition relevant to the role**
- **Criminal conviction**

I consent to the Company processing the above personal data for the following purposes:

- For the Company to provide me with work-finding services.
- For the Company to process with or transfer my personal data to their named client/s in order to provide me with work-finding services.
- For the Company to process my data on a computerised database provided by named provider in order to provide me with work-finding services.
- For the Company to process my data using automated decision making processes
- For the Company to process with and /or transfer my personal data to their named Payment Company in order to make payment for work undertaken

I also consent to the Company processing my personal data with third parties for the purposes of internal audits and investigations carried out on the Company to ensure that the Company is complying with all relevant laws and obligations.

The consent I give to the Company will last for 5 years.

I am aware that I have the right to withdraw my consent at any time by informing the Company that I wish to do so.

Signed by candidate / Contractor:

Date / /



Permission to work in the UK

Do you have immigration permission to work in the UK? Yes/No

(Delete clearly as appropriate)

In line with Home Office guidance on the prevention of illegal working we will need to verify and take a copy of your original ID documentation as evidence of your right to work in the UK if you are to be engaged by The Staffing Network for temporary work

Health and Disability

The following questions on health and disability are asked in order to find out your needs in terms of reasonable adjustments to access our recruitment service and to find out your needs in order to perform the job or position sought.

Do you have any health issues or a disability relevant to the position or role you seek? Yes/No If yes, please specify

If you have a disability, what are your needs in terms of reasonable adjustments to enable you to perform the role sought?

Please specify.....

If you have a disability, what are your needs in terms of reasonable adjustments in order to access this recruitment service and to attend interview, or to take aptitude tests etc?

Please specify

Give details of professional, trade, business or civic activities and office held (including any professional qualifications).

Describe any specialised training, skills, or experience which you believe are relevant to the job you are applying for:

PLEASE ENSURE THAT ORIGINAL CERTIFICATES ARE AVAILABLE TO BE COPIED

WORK HISTORY – Please list checkable work or contractor work undertaken for the past 5 years. Use the additional information box if required

Name, address and position	Employer	Telephone or e-mail address

PROFESSIONAL BUSINESS REFERENCES (other than supervisors listed in the Employment History section above)

Name, address and position	Employer	Telephone

DRIVING RECORD: (Only if licence is require for the position for which you are applying)

Do you hold a valid British driver’s licence? YES NO Licence number _____

What Categories do you hold on your licence? _____

Is it subject to any endorsements? YES NO If yes, please provide details: _____

Do you hold a Driver CPC Card? YES NO Card Number _____

Do you hold a Digital Tachograph Card? YES NO Card Number _____



COMMENTS / ADDITIONAL INFORMATION

Please add any comments or additional information you wish to make to support your application

[Empty box for comments and additional information]

DECLARATION

I CONFIRM THAT THE ABOVE COMPLETED INFORMATION IS CORRECT AND I UNDERSTAND THAT THE STAFFING NETWORK WILL CHECK ANY REFERENCES GIVEN AND THAT ALL PAPERWORK PROVIDED TO BE TRUE AND CORRECT. I wish to register with The Staffing Network for work finding purposes and I declare that the above statements and that the information supplied on this document is true and correct. I have read the Terms of Engagement and I agree to adhere to the Terms of Engagement

Signed by Worker/ Contractor Date/ /20.....

Confirmed by Consultant Date / / 20.....



TERMS OF ENGAGEMENT

1. PARTIES

1.1. In these Terms of Engagement the following definitions apply:

"Assignment" means the period during which the Contractor is engaged by the Employment Business 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;

"Contractor" means the Limited Company or Representative of the Company (IE Accountant, directors or advisors) engaged by the Employment Business to provide the services of its employees, officers or Representatives to the Client as named on page 1 of this document;

"Employment Business" means The Staffing Network Limited of 8 Cross Street, Bridgton, Cannock, Staffordshire, WS11 0BZ and any associated, group, subsidiary or partner companies.

RECITALS

(A) The Contractor carries on the business of the provision of contractor services and has agreed to provide the services ("**the Contractor Services**") specified in the relevant Assignment Details Form.

(B) The Employment Business has requested the Contractor and the Contractor has agreed with the Employment Business, to supply the Contractor Services to the Client on the terms and subject to the conditions of this Agreement.

2. DEFINITIONS

2.1. In this Agreement the following definitions apply:

"Actual Rate of Pay" means the rate of pay which will be paid for each hour worked during an Assignment (to the nearest quarter hour) to be paid weekly in arrears, as set out in the Assignment Details Form;

"Assignment" means the period during which the Contractor is supplied by the Employment Business to provide the Contractor Services to the Client;

"Assignment Details Form" means written confirmation of the Assignment details set out in clause 6.2;

"Client" means the person, firm or corporate body together with any subsidiary or associated person, firm or corporate body (as the case may be) to whom the Contractor is supplied or introduced requiring the Contractor Services;

"Conduct Regulations" means the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (as amended)

"Confidential Information" shall mean any and all confidential commercial, financial, marketing, technical or other information or data of whatever nature relating to the Client or Employment Business or their business or affairs (including but not limited to this Agreement, data, records, reports, agreements, software, programs, specifications, know-how, trade secrets and other information concerning the Assignment) in any form or medium whether disclosed or granted access to, whether in writing, orally or by any other means, the Contractor or any third party in relation to the Assignment by the Client or the Employment Business or by a third party on behalf of the Client whether before or after the date of this Agreement together with any reproductions of such information in any form or medium or any part(s) of such information;

"Contractor Staff" means such of the Contractor's employees, officers or representatives supplied to provide the Contractor Services;

"Engagement" means the engagement, employment or use of the Contractor or the services of any Contractor Staff, directly by the Client or by any third party to whom the Contractor has been introduced by the Client on a permanent or temporary basis, whether under a contract of service or for services; an agency, license, franchise or partnership arrangement; or through any other employment business or any other engagement, and "Engage", "Engages" and "Engaged" shall be construed accordingly;

"Minimum Rate" means the hourly rate explained on page one of this document being the minimum rate of pay that the Employment Business reasonably expects to achieve, for all work performed by the Contractor;

"Period of Extended Hire" means any additional period that the Client wishes the Contractor to be supplied for beyond the duration of the original assignment or series of assignments as an alternative to paying a Transfer Fee;

"Relevant Period" means (a) the period of 8 weeks commencing on the day after the last day on which the Contractor worked for the Client having been supplied by the Employment Business; or (b) the period of 14 weeks commencing on the first day on which the Contractor worked for the Client having been supplied by Employment Business; or 14 weeks from the first day of the most recent Assignment where there has been a break of more than 6 weeks (42 days) since any previous assignment;

"Transfer Fee" means a fee payable by the Client to the Employment Business if the Client or any third party wishes to Engage the Contractor, as permitted by Regulation 10 of the Conduct Regulations; and

"Type of Work" see page one of this document

2.2. Unless the context requires otherwise references to the singular include the plural and references to the masculine include the feminine and vice versa.

2.3. The headings contained in this Agreement are for convenience only and do not affect their interpretation.

3. THE CONTRACT

3.1. This Agreement together with any applicable Assignment Details Form ("**Agreement**") constitutes the entire agreement between the Employment Business and the Contractor and governs all Assignments undertaken by the Contractor. However no contract shall exist between the Employment Business and the Contractor between Assignments. This Agreement shall prevail over any terms put forward by the Contractor.

3.2. During an Assignment the Contractor will be engaged on a contract for services by the Employment Business on the terms set out in this Agreement. For the avoidance of doubt this Agreement shall not be construed as a contract of employment between any Contractor Staff or representative of the Contractor supplied to carry out the Assignment and either the Employment Business or the Client, and any of the liabilities of an employer arising out of the Assignment shall be the liabilities of the Contractor.

3.3. No variation or alteration to this Agreement shall be valid unless the details of such variation are agreed between the Employment Business and the Contractor and set out in writing and a copy of the varied terms is given to the Contractor stating the date on or after which such varied terms shall apply.

3.4. The Employment Business shall act as an employment business (as defined in Section 13(3) of the Employment Agencies Act 1973) when introducing or supplying the Contractor for Assignments with its Clients.

4. RELATIONSHIP BETWEEN THE EMPLOYMENT BUSINESS AND THE CONTRACTOR

4.1. The Employment Business will endeavour to obtain suitable Assignments for the Contractor performing the agreed Type of Work. The Contractor shall not be obliged to accept an Assignment offered by the Employment Business.

4.2. The Contractor acknowledges that the nature of temporary work means that there may be periods when no suitable work is available and agrees that:

4.2.1. suitability of the work to be offered shall be determined solely by the Employment Business;

4.2.2. the Employment Business shall incur no liability to the Contractor should it fail to offer opportunities to work to the Contractor.

4.3. The Contractor acknowledges to the Employment Business that its services are supplied to the Employment Business as an independent contractor and that accordingly the responsibility of complying with all statutory and legal requirements relating to the Contractor Staff (including the payment of taxation and compliance with the immigration laws applicable to the jurisdiction in which the Contractor Services are provided) shall fall upon and be discharged wholly and exclusively by the Contractor.

4.4. Nothing in this Agreement shall render any member of the Contractor Staff an employee of either the Employment Business or the Client. The Contractor shall ensure that none of the Contractor Staff holds themselves out as an employee of either the Employment Business or the Client. In the event that any person should seek to establish any liability or obligation upon the Employment Business on the grounds that the Contractor Staff are an employee/employees of the Employment Business or the Client, the Contractor shall upon demand indemnify the Employment Business and keep it indemnified in respect of any such liability or obligation and any related costs expenses or other losses which the Employment Business shall incur.

4.5. If before or during an Assignment or within the Relevant Period the Client wishes to Engage the Contractor, the Contractor acknowledges that the Employment Business will be entitled either to charge the Client a Transfer Fee or to agree to a Period of Extended Hire with the Client at the end of which the Contractor may be Engaged directly by the Client or through another employment business without further charge to the Client. In addition the Employment Business will be entitled to charge a Transfer Fee to the Client if the Client introduces the Contractor to a third party who subsequently Engages the Contractor within the Relevant Period.

5. WARRANTIES PROVIDED BY THE CONTRACTOR

5.1. The Contractor warrants to the Employment Business that:

5.1.1. by entering into and performing its obligations under this Agreement it will not thereby be in breach of any obligation which it owes to any third party;

5.1.2. the Contractor Staff have the necessary skills and qualifications to provide the Contractor Services;

5.1.3. the Contractor is not a 'managed service company' as defined in section 61B of the Income Tax (Earnings and Pensions) Act 2003 but that it is a personal service company which is compliant in all respects with IR35. On request, IR35 information and compliance must be provided by the contractor to the Employment Business

5.2. The Contractor shall procure that the Contractor Staff, any sub-contractor or assignee providing the Contractor Services warrant that they are not and do not operate as 'managed service companies' as defined in section 61B of the Income Tax (Earnings and Pensions) Act 2003 but that they are personal service companies which are compliant in all respects with IR35.

5.3. The Contractor will provide the Employment Business with the relevant legal documentation to support that they are a legitimate Limited Company, and not a tax avoidance vehicle. This will include but is not limited to a correct invoice, showing Limited Company details and Limited Company banking details, a HMRC UTR number, relevant Digital Tachograph print outs and WTR or RT regulation Documents.

5.4. The Contractor agrees to hold relevant Insurances if requested and provide information to the Employment Business.

5.5. The Contractor agrees to provide any information or documentation requested by the Employment Business within 14 business days of the request.

5.6. The Contractor agrees to provide proof of HMRC payments and annual accounts within 14 days of any filing dates

5.7. The Contractor agrees to undertake any Supervision, Control and Direction tests for all assignments and for the purpose of IR35. The Contractor and relevant employee agree to indemnify the Employment Business for any failures to undertake and adhere to IR35 legislation.

6. CONTRACTOR'S OBLIGATIONS

- 6.1. The Contractor agrees on its own part and on behalf of the Contractor Staff if it accepts any Assignment offered by the Employment Business:
- 6.1.1. to co-operate with the Client's reasonable instructions and accept the direction of any responsible person in the Client's organisation within the scope of the Assignment;
 - 6.1.2. to observe any relevant rules and regulations of the Client's establishment or the premises where the Contractor Services are being performed to which attention has been drawn or which the Contractor might reasonably be expected to ascertain; including but not limited to those relating to health and safety to the extent that they are reasonably applicable to the Contractor and the Contractor Staff;
 - 6.1.3. to take all reasonable steps to safeguard its own safety, the safety of the Contractor Staff and the safety of any other person who may be affected by the actions of the Contractor Staff whilst on the Assignment;
 - 6.1.4. to comply with the Data Protection Act 1998 in respect of any personal data which the Contractor is granted access to for the purpose of or by reason of the performance of the Contractor Services;
 - 6.1.5. not at any time divulge to any person, nor use for its own or any other person's benefit, any Confidential Information relating to the Client's or the Employment Business' employees, business affairs, transactions or finances;
 - 6.1.6. not to engage in any conduct detrimental to the interests of the Employment Business and/or the Client which includes any conduct which could bring the Employment Business and/or the Client into disrepute and/or which results in the loss of custom or business by either the Employment Business or the Client;
 - 6.1.7. not to sub-contract or assign to any third party any of the Contractor Services which it is required to perform under any Assignment;
 - 6.1.8. to furnish the Client and/or the Employment Business with any progress reports as may be requested from time to time;
 - 6.1.9. to notify the Employment Business forthwith in writing if it should become insolvent, or if any of the arrangements set out in clauses 9.2.5 to 9.2.7 apply; and
 - 6.1.10. to comply with all the requirements of VAT legislation and the Companies Acts.
- 6.2. If the Contractor Staff is unable for any reason to provide the Contractor Services during the course of an Assignment, the Contractor should inform the Employment Business as soon as possible, but in any event no later than 1 hour after the commencement of the Assignment or shift. In the event that it is not possible to inform the Employment Business within these timescales, the Contractor should alternatively inform the Client and then the Employment Business as soon as possible.
- 6.3. If, either before or during the course of an Assignment, the Contractor becomes aware of any reason why it or the Contractor Staff supplied to perform the Contractor Services may not be suitable for an Assignment, the Contractor shall notify the Employment Business without delay.
- 6.4. The Contractor acknowledges that any breach of its obligations set out in this clause may cause the Employment Business to suffer loss and that the Employment Business reserves the right to recover such losses from the Contractor.

7. OBLIGATIONS OF THE EMPLOYMENT BUSINESS

- 7.1. Throughout the term of this Agreement the Employment Business will pay the Contractor the Contractor Fees in accordance with clause 8 below in respect of the provision of the Contractor Services.
- 7.2. At the same time as an Assignment is offered to the Contractor the Employment Business shall provide the Contractor with an Assignment Details Form setting out the following:
- 7.2.1. the identity of the Client, and if applicable the nature of their business;
 - 7.2.2. the date the Assignment is to commence and the duration or likely duration of the Assignment;
 - 7.2.3. the Type of Work, location and hours during which the Contractor would be required to provide the Contractor Services;
 - 7.2.4. the Actual Rate of Pay and any expenses payable by or to the Contractor and any IR35 legislation information available;
 - 7.2.5. any risks to health and safety known to the Client in relation to the Assignment and the steps the Client has taken to prevent or control such risks;
 - 7.2.6. what experience, training, qualifications and any authorisation required by law or a professional body the Client considers necessary or which are required by law to work in the Assignment;
 - 7.2.7. the intervals of payment; and
 - 7.2.8. any length of notice that the Contractor would be entitled to give and receive to terminate the Assignment
- 7.3. Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any Public or Bank Holiday) following save where:
- 7.3.1. the Contractor is being offered an Assignment in the same position as one in which the Contractor had previously been supplied within the previous 5 business days and such information has already been given to the Contractor; or
 - 7.3.2. subject to clause 6.4, the Assignment is intended to last for 5 consecutive working days or less and such information has previously been given to the Contractor and remains unchanged, the Employment Business needs only to provide written confirmation of the identity of the Client and the likely duration of the Assignment.
- 7.4. Where the provisions of clause 6.3.2 are met but the Assignment extends beyond the intended 5 consecutive working day period, the Employment Business shall provide such information set out in clause 6.2 to the Contractor in paper or electronic form within 8 days of the start of the Assignment.

8. TIMESHEETS AND INVOICING

- 8.1. 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 1 week or is completed before the end of a week) the Contractor shall deliver to the Employment Business the Employment Business' 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, and other work undertaken for WTR purposes. This timesheet must be accompanied by a digital tachograph printout for Drivers, an invoice from the Contractor for the amount due from the Employment Business to the Contractor for the hours worked in that week. Such invoice should bear the Contractor's name, the name of the Contractor Staff who provided the Contractor Services, the Contractor's company registration number UTR and VAT number, and should state any VAT due on the invoiced sum. The invoice must provide the hours worked and end client, and hourly or daily rate.
- 8.2. Subject to the Contractor complying with the provisions of clauses 5, 7 and 8.1 the Employment Business shall pay the Contractor for all hours worked regardless of whether the Employment Business has received payment from the Client for those hours.
- 8.3. In order to ensure prompt payment, such timesheet and evidence (digital tachograph print out) should be received by the Employment Business no later than 10.00 on Monday following the week to which it relates. Where the Contractor fails to submit a properly authenticated timesheet the Employment Business shall, in a timely fashion, conduct further investigations into the hours claimed by the Contractor Staff and the reasons, if any, that the Client has refused to sign a timesheet in respect of those hours. This may delay any payment due to the Contractor. The Employment Business shall make no payment to the Contractor for hours not worked by the Contractor Staff.

9. CONTRACTOR FEES

- 9.1. Subject to the receipt of the Contractor's invoice in accordance with clause 7 above, the Employment Business will pay the Contractor Fees within 7 days of receipt of the Contractor's invoice. The Employment Business shall pay to the Contractor the Actual Rate of Pay which shall be notified on a per Assignment basis.
- 9.2. The Contractor shall be responsible for the deduction of any PAYE Income Tax and National Insurance Contributions and any other taxes and deductions payable in respect of the Contractor Staff [including any social fund contributions payable in any other Member State pursuant to a valid A1, E101 or E102 Certificate issued to any of the Contractor Staff] for any Assignment.
- 9.3. All payments due from the Employment Business will be made to the Contractor and not to any third party or member of the Contractor Staff, any sub-contractor or assignee.
- 9.4. The Employment Business shall not be obliged to pay the Contractor for any periods during which the Contractor Services are not provided, whether this is due to the Contractor being unable to provide the Contractor Services or where the Client does not require the Contractor Services or otherwise in respect of holidays, illness or absence of the Contractor Staff.
- 9.5. The Contractor shall bear the cost of any training which the Contractor Staff may require in order to perform the Contractor Services.

10. TERM AND TERMINATION

- 10.1. An Assignment may be terminated by either the Employment Business or the Contractor by giving the other party in writing the period of notice specified in the relevant Assignment Details Form.
- 10.2. Notwithstanding clauses 9.1 and 9.3 of this Agreement, where required by the Client, the Employment Business may without notice and without liability instruct the Contractor to cease work on an Assignment at any time, where:
- 10.2.1. the Contractor has acted in breach of the rules and regulations applicable to third parties providing services to the Client or to the Client's own staff; or
 - 10.2.2. the Contractor has committed any serious or persistent breach of any of its obligations under this Agreement; or
 - 10.2.3. the Client reasonably believes that the Contractor has not observed any condition of confidentiality from time to time; or
 - 10.2.4. the Client is dissatisfied with the Contractor's provision of the Contractor Services and has terminated the Assignment; or
 - 10.2.5. either the Client or the Contractor is dissolved, ceases to conduct all (or substantially all) of its business, is or becomes unable to pay its debts as they fall due, is or becomes insolvent or is declared insolvent, or convenes a meeting or makes or proposes to make any arrangement or composition with its creditors; or
 - 10.2.6. an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the Client or the Contractor; or
 - 10.2.7. an order is made for the winding up of the Client or the Contractor, or where the Client or the Contractor passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation or amalgamation where the resulting entity will assume all the obligations of the other party under this Agreement); or
 - 10.2.8. the Contractor or any member of the Contractor Staff is suspected of any fraud, dishonesty or serious misconduct; or
 - 10.2.9. the Contractor is unable to perform the Contractor Services for 1 day or more.
- 10.3. The Contractor acknowledges that the continuation of an Assignment is subject to and conditioned by the continuation of the contract entered into between the Employment Business and the Client. In the event that the contract between the Employment Business and the Client is terminated for any reason the Assignment shall cease with immediate effect without liability to the Contractor.
- 10.4. Failure by the Contractor to give notice of termination as required in the Assignment Details Form shall constitute a breach of contract and shall entitle the Employment Business to claim damages from the Contractor for any resulting loss suffered by the Employment Business.

11. INTELLECTUAL PROPERTY RIGHTS

The Contractor acknowledges that all copyright, trademarks, patents and other intellectual property rights deriving from the Contractor Services carried out by the Contractor and the Contractor Staff for the Client during the Assignment shall belong to the Client. Accordingly the Contractor shall (and shall procure that any relevant member of the Contractor Staff shall) execute all such documents and do all such acts as the Employment Business shall from time to time require in order giving effect to its rights pursuant to this clause.

12. CONFIDENTIALITY

- 12.1. In order to protect the confidentiality and trade secrets of any Client and the Employment Business 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 the Contractor Staff as follows:
12.1.1. not at any time whether during or after an Assignment (unless expressly so authorised by the Client or the Employment Business 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 the Confidential Information of the Client or the Employment Business with the exception of information already in the public domain;
12.1.2. to deliver up to the Client or the Employment Business (as directed) at the end of each Assignment all documents and other materials belonging to the Client (and all copies) which are in its possession including documents and other materials created by it or the Contractor Staff during the course of the Assignment; and
12.1.3. 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 except when required to do so in the course of its duties under an Assignment in which event any such item shall belong to the Client or the Employment Business as appropriate.

13. COMPUTER EQUIPMENT WARRANTY

The Contractor shall ensure that any computer equipment and associated software that it provides to the Contractor Staff for the purpose of providing the Contractor Services contains anti-virus protection with the latest released upgrade from time to time.

14. LIABILITY

- 14.1. The Employment Business and client do hold relevant insurances and whilst on site for the client the client will be insured by the client. However The Contractor:-
14.1.1. May be liable for any loss, damage or injury to any party resulting from the deliberate and/or negligent acts or omissions of the Contractor or Contractor Staff during an Assignment; and
14.1.2. is recommended to ensure the provision of adequate Employer's Liability Insurance, Public Liability Insurance, Professional Indemnity Insurance and any other suitable policies of insurance in respect of the Contractor and the Contractor Staff during an Assignment and shall make a copy of the policy available to the Employment Business upon request.
14.1.3. Specific for drivers – any accident damage to vehicles used and third party damages whilst on assignment to the value of up to £10,000 will be recovered from the contractor on behalf of the client by the agency. It is recommended that the provision of adequate negligence insurance is obtained from a specialist provider. Details of known providers are available from your consultant, but proof of insurance is required.

15. INDEMNITY

The Contractor individual shall indemnify and keep indemnified the Employment Business against any and all losses, costs, damages or expenses suffered or incurred by the Employment Business by reason of any proceedings, claims or demands by any third party (including specifically, but without limitation, Her Majesty's Revenue and Customs and any successor, equivalent or related body pursuant to any of the provisions of Chapter 9 and/or section 688A of the Income Tax (Earnings and Pensions) Act 2003 and/or any supporting or consequential secondary legislation relating thereto). This is to include any claims relevant to IR35 working.

16. SEVERABILITY

If any of the provisions of this Agreement shall be determined by any competent authority to be unenforceable to any extent, such provision shall, to that extent, be severed from the remaining terms, which shall continue to be valid to the fullest extent permitted by applicable laws.

17. NOTICES

All notices which are required to be given in accordance with this Agreement shall be in writing and may be delivered personally or by first class prepaid post to the registered office of the party upon whom the notice is to be served or any other address that the party has notified the other party in writing, by email or facsimile transmission. Any such notice shall be deemed to have been served: if by hand when delivered, if by first class post 48 hours following posting and if by email or facsimile transmission, when that email or facsimile is sent.

18. GOVERNING LAW AND JURISDICTION

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

Signed on behalf of the Employment Business Consultant

Signed on behalf of the Contractor (the Contractor) Director

Date / /

48 HOUR OPT OUT NOTIFICATION

There is provision in the Conduct Regulations 2003 for companies and those workers whose services they supply, to opt out of the Conduct Regulations 2003. If, you, the Contractor, and the Individual to be supplied to do the work wish to opt out, please read this form carefully. You are also recommended to take independent legal advice.

Date: / /

Parties: (1) Name Of Individual of Contractor Business ("Contractor")
Of
A address
(the "Individual")

- 1. This Opt Out Notification is supplement to the agreement ("the Agreement") between [the Employment Agency/ Business] and the Contractor. The terms used in this notification shall have the same meaning as those defined in the Agreement.
2. The Contractor and the Individual acknowledge that it is their intention that the provisions of the Conduct of Employment Agencies & Employment Businesses Regulations 2003 (the "Conduct Regulations 2003") do not apply to or to] any assignment agreed between the parties.
3. The Parties have freely entered into this Opt Out notification.
4. Further that the Individual is free to withdraw from this Opt Out notification at any time by giving not less than one week's written notice to the Employment Agency. However, where notice is given during an Assignment it will not take effect until the Individual stops working in the Assignment.

We the undersigned have read, understand and agree to be bound by the terms of this Opt Out Agreement. In particular, we understand that by signing this Opt Out Agreement we are agreeing that the provisions of the Conduct Regulations 2003 shall not apply.

Signed Signed
For and on behalf of the Contractor The Individual

Dated / / Date / /



Mobile Worker’s Working Time Declaration

Road Transport (Working Time) Regulations

The Road Transport (Working Time) Regulations (RTWT) requires employment businesses to maintain records of the Working Time of mobile workers who are involved in operations subject to Community Regulation 561/2006. An employment business is obliged to ensure that the Working Time limits specified below are complied with for temporary workers they engage:

Summary of the RTWT Regulations:

In summary the RTWT regulations provide for the following:

- Mobile drivers (such as LGV drivers and crew) are subject to a maximum average Working Time of 48-hours per week over a rolling reference period of 26 weeks.
- There is a maximum weekly limit of 60 hours Working Time.
- A maximum limit of 10 hours duty time in any 24 hour period for night workers-A night worker is someone who works for any time between 00:00 hours and 04:00 hours. This night work limit has been extended by collective agreement to 12 hours, but all other rules and limits still apply.
- Rest Periods: Mobile workers must take the following breaks: 30 minutes after 6 hours Working Time and 45 minutes for over 9 hours Working Time. It is important to note that EU Drivers Hours breaks and rest periods still apply.

How we calculate your average Working Time

We will calculate your average Working Time over a 26-week calendar reference period. The reference period we will use begins on midnight on the nearest Monday morning on or after 1 April, and 1 December each year and ending at midnight at the beginning of the nearest Monday falling on or after 26 weeks of these dates.

If we decide to operate a 17-week rolling reference period we will confirm this in writing to you.

Your responsibilities

It is your responsibility to inform us of all your Working Time during the reference periods we use and to keep us updated as to any additional Working Time you undertake for other employers or employment businesses for these purposes during an assignment.

It is also your responsibility to accurately record your Working Time during an assignment.

RTWT Regulations have been introduced to protect and safeguard the health and safety of mobile workers, other road users and the public. A mobile worker also has a responsibility for complying with the regulations. If the mobile worker knowingly breaks the rules (e.g. neglects to inform his employer or employment business about other work, or knowingly makes a false record), then they will committing a criminal offence and may subject to a fine on conviction of up to £5000. (Regulation 18 of the RTWT Regulations.)

The RTWT Regulations and EU Drivers Hours Rules require that all work undertaken for other employers must be taken into account when we calculate your Working Time during the relevant reference period. Both transport and non-transport work must be taken into account.

Accordingly, please provide details of Working Time undertaken for any other employers or employment businesses during the current 26-week reference period.

Both transport and non-transport working time must be declared. If you are engaged in charitable or voluntary work, or work for the TA, fire service or police you must inform us and you should fill out the chart below as if you were engaged in other work, even though we may exclude time spent on such activities from our calculation of your Working Time.

Mobile worker declarations

Please complete one of the following two declarations:

Option 1 – Sole engagement declaration

I (name) declare that:

I have accurately detailed all my Working Time during the current reference period in the above chart and that it is true and correct to the best of my knowledge; and **I AM NOT** currently engaged in any work, other than for *The Staffing Network Services Limited* which needs to be included in the calculations of my Working Time under the RTWT Regulations; and will keep *The Staffing Network Services Limited* informed in writing as to the details of Working Time undertaken for other employers or employment businesses on a weekly basis; and I will inform *The Staffing Network Services Limited* immediately if there are any changes to my situation which impacts on my Working Time. I also understand and agree to be included in the Workforce Collective agreement for Night Workers operated by The Staffing Network Services Limited from 1st August 2011 to 30th August 2016

Signature Date.....

Option 1 – Multi engagement declaration

I (name) declare that:

I have accurately detailed all my Working Time during the current reference period in the above chart and that it is true and correct to the best of my knowledge; and **I AM** currently engaged in other work in addition to my work for *The Staffing Network Services Limited* which needs to be included in the calculations of my Working Time under the RTWT Regulations; and will keep *The Staffing Network Services Limited* informed in writing as to the details of Working Time undertaken for other employers or employment businesses on a weekly basis; and will inform *The Staffing Network Services Limited* immediately if there are any changes to my situation which impacts on my Working Time.

I also understand and agree to be included in the Workforce Collective agreement for Night Workers operated by The Staffing Network Limited from 1st August 2015 to 30th August 2020

Signature Date.....

	Employer/s employment business names during the start of the current reference period to date <i>Please continue on separate sheet if necessary</i>	The total weekly Working Time to be taken into account for each employer /employment business. <i>Please continue on separate sheet if necessary</i>
1.		
2.		
3.		
4.		



Workforce Agreement

Definitions

"the Company" means The Staffing Network Ltd, and associated or subsidiary businesses, located at 8 Cross Street, Bridgtown, Cannock, Staffordshire, WS11 0BZ

"the mobile worker" means the temporary workers engaged on contracts for services by the Company.

RECITALS

- 1) The working time Road Transport Regulations that came into force on 4 April 2005
- 2) The Company and the Representatives of the workforce in a workforce agreement have agreed on behalf of the workforce to adopt the flexibility provided by the regulations in respect of the night-work limit and reference periods for calculating the 48 hour average working time.

PROVISIONS

1. Scope of agreement

This agreement is made pursuant to Regulations 9(2) extend night work limit and 4(4) extend reference period to a maximum of 26 weeks and the use of the Fixed Reference Period.

2. Term of the agreement

This agreement shall remain in force for a period of 5 years from 1st April 2015

3. Operative provision

3.1 The parties acknowledge and agree that for reasons concerning the organisation of work they wish to extend the night working limits and reference period in line with clauses 3.2 and 3.3 below. The parties believe it is in the benefit and interests of both the Company and Mobile Workers to amend such provision as set out herein below.

3.2 Night work limit

The worker will work beyond the 10 hour night work limit stated in the regulations but only to the extent where this would not be in breach of other provisions of the regulation or EU Drivers' Hours Regulations 3820/85.

3.3 Reference period

3.3.1 For the purpose of calculation of the 48 hour average the first reference period shall be from Monday 29th August 2016 to Sunday 4th September 2016. Thereafter the reference period shall be extended to 26 week periods and will be calculated over the successive 26 week periods set out below.

3.3.2 The first day of the successive 26 week reference period will begin on Monday. The reference period that will apply are:

Monday 29th August 2016 to Sunday 20th January 2017 and Monday 21st January 2017 to Sunday 16th August 2017. This pattern of fixed calendar reference periods will continue until this agreement is terminated.

4. Avoidance of doubt

For the avoidance of doubt the parties acknowledge and agree that save as specifically set out above the provisions of the regulations shall be of full force and affect.

GUIDANCE ON WORKFORCE AGREEMENT

In order to adopt the flexibility of the Road Transport (Working Time) Regulations 2005 ("the Regulations") a Workforce Agreement may be agreed between the Temporary Workers and The Staffing Network Services, whereby The Staffing Network Services may make use of the flexibility contained within the Regulations.

The Staffing Network has agreed a workforce agreement with its Temporary Workers as detailed above. Below is an explanation as to the flexibility adopted by The Staffing Network Services and its Temporary Workers.

Flexibility

1. Average Working Limit:

- 1.1. A mobile worker subject to the 'tachograph rules' is limited to Working Time average of 48 hours over a 17 week reference period. Regulation 4 (4) permits The Staffing Network to increase the reference period to 26 weeks and use a fixed reference period.
2. Night time working
- 2.1. A mobile worker subject to the 'tachograph rules' is limited to Working Time of 10 hours in any 24 hour period, if the working hours fall between 00.00 and 04.00. Regulations 9 (2) permits The Staffing Network Services to extend the night working beyond the 10 hours limit. However, the total number of hours night work performed safely is effectively restricted by the operation of the EU drivers' hours rules.

Newly Joined Temporary Workers

You may wish to adopt the terms of the Workforce Agreement in order to make use of the flexibility of the Regulations, which benefit both you and The Staffing Network. The terms of the Workforce Agreement forms an amendment to your contract for services.

I (name) _____ understand and accept the terms of the Workforce Agreement.

Signature: _____ Date: _____

Checked Consultant _____

Date _____

HEALTH QUESTIONNAIRE

ARE YOU FIT TO WORK NIGHTS?	YES	NO
ARE YOU OVER 18 YEARS OLD	YES	NO

If you answer **NO** to this question you cannot work nights by Law

The purpose of this questionnaire is to ensure that you are suited to working at night. All the information you provide will be kept confidential.

Do you suffer from any of the following health conditions?	YES	NO
Diabetes	YES	NO
Heart or circulatory disorders	YES	NO
Stomach or intestinal disorders	YES	NO
Any condition which causes difficulties sleeping	YES	NO
Chronic chest disorders, especially if night-time symptoms are troublesome	YES	NO
Any medical condition requiring medication to a strict timetable	YES	NO
Any other health factors that might affect fitness at work	YES	NO

If you have answered 'yes' to the above questions, please provide details below. You may be asked to see a doctor or nurse for further assessment.

Other Information

PERSONAL PROTECTION EQUIPMENT

Do you own safety boots	YES	NO
Do you own high visibility workwear	YES	NO
Do you own other Personal Protection Equipment ? (If Yes Please Specify below)	YES	NO

I, the undersigned, confirm that the above is correct to the best of my knowledge.

Signed By Worker

Date

ASSESSMENT

This gives an indication of whether the worker is fit to work nights or should see a doctor or nurse for a medical examination.

Signed. By Consultant.....

Date.....



DRIVER COMPLIANCE and IR 35 Working and legislation

As part of our legal compliance and obligations please can you ensure we are provided with the following information.

Driving Hours & Duty Time

In order to monitor your driving hours, can you please provide a weekly tachograph download to our offices. This can be e-mailed with your timesheets / invoices to accounts@staff-network.co.uk

Please also complete a weekly timesheet to confirm your hours, start and finish times and breaks.

Limited Company Information Required

For more information regarding the below, contact your accountant or visit <https://www.gov.uk/guidance/ir35-find-out-if-it-applies> .

All drivers who operate through a Limited Company must provide a PDF copy or reference number of the outcome from "HMRC Check Employment Status for Tax". This is an online tool provided by HMRC to ensure you are a compliant contractor for tax purposes. This can be undertaken by your accountant or you can do it yourself at <https://www.tax.service.gov.uk/check-employment-status-for-tax/setup>

As part of HMRC reporting, please can you provide us the following information:-

1. A Current Tax statement from HMRC. This can be downloaded as a PDF from your tax account online. This will need to include any VAT and PAYE information and payments made by you and your company. If you are unsure of how to do this, your accountant can do this for you.
2. Your accountant contact details.
3. Your current Insurance Documents. You will need to have Public Liability Insurance as a minimum, however any other policies you may have will be useful.

IF THE ABOVE IS NOT PROVIDED BY WITHIN 2 WEEKS OF REGISTRATION, WE WILL HAVE NO ALTERNATIVE BUT TO OPERATE A PAYE / UMBRELLA PAYMENT UNTIL THE INFORMATION IS PROVIDED.

Invoices

Please can you ensure that ALL of your invoices are sent in our preferred format. An example is attached, all of the information in RED is to be replaced with your Business Information and must be provided. We can raise a fully compliant invoice on behalf of your Company for a small administration fee of £5.00 plus VAT.

Please can you ensure that all of the above is done and documents requested are returned as soon as possible.

These are legal and FTA requirements and will help us all stay the right side of legislation.

Who's affected by IR35

IR35 is also known as 'intermediaries legislation'. It's a set of rules that affect your tax and National Insurance if you're contracted to work for a client through an intermediary. You may need to follow IR35 if you work for a client through an intermediary.

The intermediary can be:

- your own limited company
- a service or personal service company
- a partnership

If IR35 applies then the intermediary has to operate PAYE and National Insurance contributions on any salary or wages it pays to you during the tax year.

The rules are designed to make sure that the right rate of tax and National Insurance is paid for you.

IR35 may also apply if you're working through an intermediary and you:

- or your intermediary, or client are abroad
- work in the construction industry
- are an [office-holder](#)
- work with your partner or spouse
- are working, through an intermediary, for a charitable organisation

IR35 doesn't apply if you work for a client through a [Managed Service Company \(MSC\) or agency](#), for example an employment agency.

There's more detailed information about the IR35 conditions of liability in the [Employment Status manual](#).

Find out [what you need to do](#) if IR35 applies to you.

Penalties for not following IR35 rules

The intermediary is always responsible for complying with IR35 legislation when it applies. If you're a director of your limited company or a member of your partnership, you must make sure all relevant legislation is followed, and take responsibility for deciding if it applies for each of your engagements or not. If IR35 legislation applied to previous contracts that you worked on but wasn't complied with, you should tell HM Revenue and Customs (HMRC) immediately. If you make a voluntary disclosure it may reduce any penalties you have to pay. Contact the [IR35 Helpline](#) for advice on making a disclosure.

There can be significant consequences if you, your intermediary, or client ignore IR35 legislation. Interest and penalties can be charged on any extra tax and National Insurance contributions that are owed. Penalties can be more severe if it can be proved that IR35 rules or legislation have been deliberately ignored.

Working out the worker/client relationship

When you're deciding if IR35 applies to a contract it's important to establish what the underlying relationship (your employment status) is between you (the worker) and the client for each contract or engagement.

There's usually a contract between your intermediary and the client, either directly or through another party such as a staffing agency, a recruitment agency or an employment business.

You have to use the facts of each contract or engagement to decide if IR35 applies, and not any label, description, or job title. Work out your [employment status](#) for each contract by considering what that relationship would be if there wasn't an intermediary involved. Do this for each individual contract, and make sure you consider them again if they change. Remember that there can be [more than one agency in the chain](#) to supply your services to a client. Find out [what you need to do](#) if you think that IR35 applies to you. If you use your own intermediary to provide a service

If you're engaged by a client through your own intermediary, it's the client's responsibility to consider your employment status and make sure they meet their own tax and National Insurance liabilities.

There's usually a contract between your intermediary and the client, either directly or through another party such as a staffing agency, a recruitment agency or an employment business. There can be more than one agency in the chain to supply your services to a client.

If all of the following apply then you need to follow IR35 legislation:

- you work for a client as a self-employed contractor, sole trader, freelancer, or consultant
- you could be considered an employee if the intermediary didn't exist
- you pay yourself through your own limited company or partnership (sometimes called an 'intermediary' or 'personal service company') or you have a [material interest](#) in that company

There are some circumstances where the client may be responsible for operating your PAYE, such as if:

- the contract or working arrangement shows that you're engaged directly by the client as an [office-holder](#) or [employee](#), then the client will be responsible for operating PAYE for you
- a client contracts directly with you - the client will always be responsible for operating PAYE for you, even if payment for your services is made to your intermediary

There may be penalties if the client doesn't operate PAYE where needed.

Using an agency or MSC to provide a service to a client

There's different legislation to follow if you provide services to an 'employer' or end client through a third party agency or MSC.

You have to comply with [agency legislation](#) rather than IR35 if you provide services to an 'employer' through a third party agency and technically, you're not a direct employee of either.

If the agency is based outside the UK the client may be liable to operate PAYE and make the appropriate deduction, returns and payments of tax and National Insurance contributions instead.

You need to follow [MSC legislation](#) rather than IR35 if you provide your services to end clients through an intermediary company which is controlled and run by a third party service provider.

If you work in the construction industry

Both the IR35 legislation and the [Construction Industry Scheme \(CIS\)](#) can apply if you're a subcontractor working in the construction industry through a limited company or partnership.

For example, this can happen if you'd be considered as an employee of the client if there wasn't a limited company or partnership acting as an intermediary.

To stop tax and National Insurance contributions being paid twice on the same earnings within the CIS and IR35 schemes [special rules](#) have to be applied.

IR35 if you, the intermediary, or client is abroad

The limited company or partnership is incorporated or resident abroad

Under IR35, when a worker living in the UK does work for a client in the UK, the intermediary is treated as having a place of business in the UK even if it's incorporated or resident outside the UK.

If an offshore intermediary fails to deduct and account for tax and National Insurance due under IR35 legislation, liability to pay this can be transferred to the:

- worker
- onshore agency
- end client

Action to recover employer's National Insurance contributions not paid by an offshore intermediary could also include action against any of its assets located in the UK.

HMRC has powers to obtain details of payments to offshore intermediaries from the records of clients and agencies.

If the client is non-UK resident

Deciding if IR35 applies depends on:

- the [tax residence status](#) of the worker and client
- where the duties of the contract are carried out
Foreign nationals

If you're a foreign national who provides your services through an intermediary you may be affected by the [IR35 legislation](#).

Further HMRC services to help you find out if IR35 legislation applies

IR35 Helpline

If you need help understanding and applying IR35, contact the [IR35 Helpline](#). It's confidential and any information you give won't be shared with HMRC compliance teams. You don't need to reveal your identity to use the helpline.

The Contract Review Service

If you want to be certain about your position you can use HMRC's Contract Review Service. They will review a written contract for you, and if they decide that IR35 doesn't apply to your contract, they'll give you a confirmation letter with a unique reference number that will be valid for 3 years. If, later on, HMRC open an IR35 review, you can give them this number and they'll suspend the review while they consider all the information. HMRC will close the IR35 review if:

- the contract reviewed is typical of your engagement terms and conditions
- the information provided is accurate
- evidence shows that circumstances haven't changed

Contact the [IR35 Helpline](#) to get in touch with the Contract Review Service.

What the Contract Review Service can do

The Contract Review Service can only give advice on existing contracts. HMRC won't usually give opinions to companies or partnerships on contracts for a particular tax year unless they have all the information they need before the 5 April of that tax year.

They will review the:

- facts, including looking at the relationship between the worker and client
- contract or contracts which establish the relationship

They may also want to talk to you and to others, including the client.

Information the Contract Review Service will need

If you don't or can't provide all the information, it may not be possible for HMRC to form an opinion.

HMRC will need to see copies of any contracts involved in the relationship. You should send copies of these contracts to the [IR35 Customer Service Unit](#) together with any other relevant information, such as:

- written statements from the worker and the client about their views of the working terms and conditions, with particular emphasis on what happens in practice
- details of how the engagement was obtained and the recruitment procedure, together with a copy of any adverts for the work in question
- a description of the nature of the services to be performed, together with any job or work specifications for the contract
- copies of any tenders made by the intermediary
- details of any additional contractual terms not included within the written contracts, whether oral, written, or implied
- details of how and who allocates the work and the role the worker plays in the client's organisation any other documentation relating to the working terms and conditions
- other relevant information from the worker or intermediary - for example this might include:
 - the number of engagements held during the year
 - the number of different engagers
 - expenditure on equipment necessary for the performance of the contract

You should also provide the:

- worker's National Insurance number
- company's HMRC reference number
- company's postcode

If you can't get a copy of a written contract, for example a contract between an agency and the client, it's essential that there's some evidence from the client about the terms and conditions of work. HMRC can help you if you have a problem obtaining contracts.

In some cases HMRC may not have enough information to give an opinion and in others their opinion may have to be heavily qualified. But you can rely on it so long as you've supplied all the relevant information and there's evidence that the terms of the engagement don't change part way through.

For advice on using the Contract Review Service contact the [IR35 Helpline](#).

If you disagree with HMRC's opinion

If you don't agree with an opinion of the IR35 Contract Review Service and it can't be resolved quickly, it will be passed to the local HMRC IR35 inspector. This will only be done with your full permission. They'll reconsider the opinion given and, where necessary, seek additional evidence from the worker and/or the client.

If there's enough evidence to support an opinion and you disagree with that opinion, you have a right of appeal and can ask for an appealable decision.

FINAL DECLARATION AND ACCEPTANCE OF TERMS

I have completed all forms and paperwork provided by The Staffing Network Limited. I have read and I understand all statements. I have signed the documents in an honest and truthful manner

Signed by Worker **Date**/...../.....

Signed by Consultant **Date**/...../.....

OFFICE USE ONLY- REGISTRATION PACK CHECKLIST

Consultant – Please tick the below boxes for EACH item needed prior to Take On of Worker

Name..... Address..... Tel No..... DOB.....NI No E-mail Bank Details Convictions..... CRB GDPR.....

Permission To Work Signed Employment History Signed Application Form P3 Terms Signed P 8 T..... C.....

48 hr Opt Out P8 Signed T..... C..... Mobile Workers Dec Signed P9 (1 or 2)..... Health Assessment Signed T P9..... C P10

Final Declaration Signed Temp..... C..... Proof to Work Copy Identification Licence Check..... Certificates

References 1)..... 2)..... Num & Lit Test Drivers Test

I have interviewed the above worker and I verify that this worker is legal and able to work for The Staffing Network Limited

SIGNED COMPLETE BY CONSULTANT **DATE COMPLETED**

IF THE ABOVE IS NOT COMPLETE, THE WORKER CANNOT BE USED FOR ANY WORK AND YOU MAY BE DISCIPLINED

