



EMPLINK LIMITED
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Hoddesdon, Hertfordshire
EN11 8UR
Office: 02084526544
Mobile: 07828980506 / 07825741017
www.emplink.co.uk
E-mail: work@emplink.co.uk
Company Number: 10914583

Self-Employed Status Declaration

The Self - Employed Status Declaration needs to be signed by you to confirm the working arrangements with the company and company's client meet the requirements of Her Majesty's Revenue and Customs code IR35 . as well as the Governmental guide to 'National Insurance and the self-employed' available at: <https://assets.publishing.service.gov.uk>

(https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/597485/NICs_fact_sheet_final_web.pdf)

IR35 is a guide issued by HMRC to help determine your status and whether you should be considered Employed or Self-Employed. To operate as a sub-contractor your status needs to be Self-Employed. Therefore it is vitally important to ensure you are being sub-contracted by Emplink Ltd legitimately on a self-employed basis.

Below is a statement of the engagement criteria needed to help comply with IR35:

1. The Contractor and the Contractor's client does not and does not have the right to supervise, direct or control how you perform your work.
2. The Contractor and the Contractor's client do not restrict you from undertaking other work either during or after termination of your contract/assignment.
3. The Contractor and the Contractor's client do not have an obligation to provide you with work.
4. You do not carry out tasks which are not detailed in your contract/assignment.
5. You are not obliged to accept work.
6. You are required by the contractor and contractor's client to put right any defective work at your own cost.
7. You are not required to wear a uniform that is the same as the Contractor's or Contractor's client's employees.
8. You are not entitled to Holiday Pay, Sick Pay, Maternity Pay, Pension or other emoluments from your contractor or contractor's client.
9. You have the right to send a substitute and/or Hired Assistant to perform the services.

To enable us to engage you in a self-employed capacity you need to confirm that the above statements represent your working conditions by signing below.

Signed:

[[name here]]

[[name here]]

Date:

[[date here]]



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Sub-contractor name: **[[name here]]**

Please be advised that we have taken you on the self employed basis.

Start date: **[[start date here]]**

Please note that you will be responsible for dealing with your own year-end tax liabilities and make all and any necessary tax payments to HMRC.

Please provide us with your UTR number: **[[utr here]]**

If you have not registered yourself with HMRC, please do this immediately.

If you have got any questions, please do not hesitate to contact us.

Yours faithfully

Tomasz Goslar

Signature of Sub-contractor:

[[name here]]

[[name here]]

Date:

[[date here]]



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Directors: Tomasz Goslar & Grzegorz Chimiak
Office number: 02084526544
Company Number: 10914583

Self-Employed Contract for Services (“Contract”)

THIS Contract is made on the day stipulated at the bottom of this document.

BETWEEN:

(1) EMPLINK LTD incorporated and registered in England and Wales with company number 10914583 whose registered office is at EMPLINK LIMITED, 1 Tower House, Hoddesdon, Hertfordshire, EN11 8UR (“Contractor”)

(2) [[name here]] of [[address here]] (“Sub-Contractor” or “you”)

1. Services, fees and payment

1. By signing this Contract the parties confirm that whilst the Sub-Contractor is to provide Services (as defined below) to the Contractor, the Sub-Contractor will be doing so in the capacity of a self-employed sub-contractor and not as an employee.
2. You agree to carry out the work on behalf of the Contractor acting as a:
 - [[Positions]]Providing the services as per the verbal agreement (hereinafter called the “Service(s)”)
3. In consideration of the Sub-Contractor carrying out the Services, the Contractor will pay a fee of £[FEE] per day/hour or any other fee agreed with you (“Fees”). Any fee paid by the Contractor is inclusive of VAT, National Insurance, income tax and travel expense.
4. The Fees will be checked and verified with the Contractor’s end-clients weekly (by reference to for example weekly working timesheets (“Timesheets”)), every Monday for the preceding week.
5. The Fees will be paid to the Sub-Contractor on weekly basis, every Wednesday, for the preceding week unless the Contractor has been unable to check and verify the Timesheets in time.

2. Contractor

1. The Contractor shall:
 - use its reasonable endeavours to offer the Sub-Contractor the opportunity of Services but it shall not be obliged to do so;
 - provide the Sub-Contractor with a pay remittance slip (on monthly basis) setting out the Fees;
 - have right to terminate the Contract without notice in any circumstances.

- Charge the sub-contractor £12 for the payslip/remittance slip once a month for each period between 6th day of the month and 5th day of the following month. The charge is executed in deduction from Subcontractor's pay.

2. The Contractor shall not:

- control the manner and methods used by the Sub-Contractor when providing Services;
- make any deductions from the Fees, except in the event of the Sub-Contractor:
 - purchasing any Personal Protective Equipment (PPE) from the Contractor in which case the deduction shall be equal to the value of the said equipment;
 - failing to turn up to work without notifying the Contractor as prescribed under clause 3.2.(g) or being under influence of alcohol in breach of clause 3.3.(b), in which case the deduction shall equal to the daily Fee;
- have any responsibility if it fails to offer a suitable (or any) Services;

3. Sub-Contractor

1. The Sub-Contractor warrants:

- his ability, qualification, licensing and commitment to perform the Services in accordance with this Contract;
- that there is no current criminal record against him
- that all information, documents and data provided to the Contractor is correct and undertakes to inform the Contractor of any relevant changes to such information or any additional information that may affect any Service (and/or his/her suitability to continue in it) as appropriate.

2. The Sub-Contractor shall:

- on the Contractor's request, provide any of the following information and documents to the Contractor:
 - Criminal check/DBS;
 - National ID;
 - Passport;
 - Driving License;
 - Medical Record;
 - At least 2 references from the previous employment;
 - And any other document or information the Supplier may reasonably require.
- perform the Services with reasonable care, skill and diligence and in accordance with recognised commercial practices and standards in the applicable industry;
- Inform the Contractor about any Criminal Record if applicable. By signing this agreement without reporting Criminal Record the Sub-contractor confirms that that no Criminal Record applies.
- apply his / her own method of work to the performance of the Services meaning that the Sub-Contractor retains a full control ;
- act in a professional workmanlike manner at all times when performing the Services;
- obtain, wear and use his own (at his own costs) Personal Protective Equipment (PPE) at all times when performing the Services [failing which may result in the Contractor imposing appropriate penalties;
- obtain and maintain an appropriate level of professional indemnity insurance for the Service;
- make all efforts to carry out agreed Services to the Contractor's deadline, including:
 - turning up to work on time, with any instances of the Sub-Contractor being late or failing to turn up at all resulting in the Fees being reduced accordingly;
 - giving the Contractor at least a 12 hours' notice about any unplanned event which will or is likely to result in Sub-Contractor being unable to attend the Services;
- observe Health & Safety ("**H&S**") regulations regarding construction trade and comply with Emplink Workforce Code of conduct and H&S standards including:
 - working hours and will comply with all reasonable guidelines relating to working hours, security and others;
 - H&S inductions conducted at the construction sites owned or operation by the Contractor's end clients where the Services are to be provided by the Sub-Contractor;

- You are also expected to:
 - Always wear the appropriate PPE (hard hat, hi-visibility vest, steel toe cap boots, goggles and gloves).
 - Work to a high standard at all times.
 - Respect and carry out all instructions from site management.
 - Respect the health & safety of all site personnel as well as your own.
 - Be polite at all times and treat everyone respectfully.
 - Maintain a high standard of personal hygiene.
 - Ensure your honesty and integrity at all times.
 - Not to take or tamper with any property that belongs to the client or any site personnel.
 - Not to attend site under the influence of alcohol or non-prescription drugs.
 - If applicable - take your CSCS Health & Safety card to site each day.
 - correct any defective work in your own time and at your own cost;
 - register as self-employed and provide the Contractor with UTR number within 28 days of this Contract;
 - pay your own Taxes and National Insurance;
 - register for VAT if applicable.
3. The Sub-Contractor shall not:
- have the right to:
 - holiday pay or sick pay;
 - take part in the Contractor's grievance procedure;
 - hold himself/herself out as being an employee of the Contractor;
 - sub-contract Services to someone else without the agreement of the Contractor as further set out under clause 3.5.(e);
 - have alcoholic drinks whilst performing the Services or turning up to work under influence of alcohol which may result in the Contract being automatically terminated by the Contractor and the daily Fees being deducted;
 - do anything which may be reasonably considered by the Contractor as able or capable of causing loss to the Contractor or be detrimental to the interests of the Contractor;
 - without the prior written consent of the Contractor, at any time from the date of this Contract to the expiry of 12 months after the last date of supply of the Services or termination of this Contract (whichever is the latest), solicit or entice away from the Contractor or become of direct employee or attempt to become of direct employee of the Contractor's end-clients or act as person who is, engaged as an employee, consultant or sub-contractor of the Contractor's end-clients.
4. When conditions described in above clause 3.3.(c) are breached, the Sub-Contractor shall pay to the Contractor penalty fee of £5000 per each Contractor's end-clients that is affected within 5 working days of the Contractor finding it out.
5. The Sub-Contractor has to the right to:
- refuse to accept or perform the Service opportunity or the proposed Fees provided by the Contractor;
 - provide major items of equipment/materials to the Contractor or the Contractor's end-client but only if so requested by the Contractor and with the Contractor's specific consent;
 - work fixed hours;
 - leave the contractor's premises without permission (although you should notify the Contractor for Health & Safety reasons);
 - send someone with similar experience and qualifications in the Sub-Contractor's place. If this happens (and unless an objection is raised by the Contractor's end-client), the Sub-Contractor will be paid for the Services carried by his/her replacement and then the Sub-Contract must arrange to pay them. Such replacement must not be send without first, the Sub-Contractor notifying the Contractor and obtaining its approval;
 - terminate this Contract without giving notice meaning that there is no mutuality of obligation;
 - take own legal advice before committing to and signing this Contract, and to retain a copy of it.

4. General

1. Both the Contractor and Sub-Contractor hereby agree agreeing that this Contract represent the whole legal agreement and working relationship between them with the exception of any subsequent verbal negotiation about price or location of the particular Services which may impact on Fees.
2. This Contract is governed by the laws of England, Wales, Scotland or Northern Ireland(as appropriate) and is subject to the non-exclusive jurisdiction of the English, Welsh, Scottish and Northern Irish Courts (as appropriate).
3. Breach of any clause or clauses in this contract will not void or annul this Contract for Services as a whole in any circumstances.

The parties have signed this Agreement on the date(s) below:

Contractor: Tomasz Goslar on behalf of Emplink Ltd

Signed:

Date:

[[date here]]

Sub-Contractor: [[name here]]

Signed:

[[name here]]

[[name here]]

Date:

[[date here]]
