



## Welcome to Bar2

Thank you for registering with us.

We can now confirm that you are set up and registered with Bar2064 Limited and to be engaged via your limited company and the company details of which you have provided.

You will only be engaged if you have accepted the contract for services and returned any set documents including; right to work documents and proof of Identification.

**We will be supplying services to our clients under a contract for services and we draw your attention to a number of clauses within the contract. In particular you must note that:**

1. In accepting the contract, you confirm that you are genuinely self-employed within the means of your limited company and have registered as such with the HMRC.
2. You will remain responsible for filing a self- assessment return and all tax and national insurance that results from that filing.
3. As a self-employed contractor and or company, you have no right to any payment other than payment for the services you have supplied. In particular you will not have the rights to; holiday pay, sick pay, statutory maternity / paternity pay and any other normal rights associated with employment.
4. Your attention is drawn to the substitution clauses in the contract for services. Substitution is a right contained therein and in signing the contract for services you are recognising and agreeing to exercise that right when applicable.

We draw your attention to the above elements of the contract but require you to read the contract thoroughly, so you fully understand the terms. If clarification is required, please do not hesitate to contact the office.

**Payments are processed upon receipt of all required documents. E.g. Right to Work & signed contract.**

If you have any further queries, please contact our customer service

team. Yours Sincerely

**Bar2064 Limited**



**Tel:** 01923 690 910

**Email:** [support@bar2.co.uk](mailto:support@bar2.co.uk)

## Contract for Services – Limited Company

**Bar 2064** (“the Company”) of whose business address is The Junction, Station Road, Watford, WD17 1EU (Company Registration Number 04281845) and (The Ltd Company Contractor)

It is hereby agreed as follows.

### 1. INTERPRETATION

1.1 In this Agreement the following words shall, unless the context otherwise requires, have the following meanings.

<b>“Agency Legislation”</b>	Means Chapter 7, Part 2 of the Income Tax (Earnings and Pensions) Act 2003 (ITEPA) as amended and Social Security (Categorisation of Earners) (Contribution) (Amendment) Regulations 2014.
<b>“AWR”</b>	Means the Agency Workers Regulations 2010;
<b>“Client”</b>	Means the Company's Clients for whom the Contractor may be requested to provide the Services
<b>“Company Representative”</b>	Means account manager or such other person as appointed by the Company from time to time.
<b>“Contractor”</b>	Means the limited company contractor providing its services to the Company.
<b>“Contract Sum”</b>	Means the amount of compensation described in the Works Order for the performance of the services.
<b>“Control”</b>	Means being subject to (or the right of) supervision, direction or control by any person.
<b>“Employment Income”</b>	Means a payment which falls within the Agency Legislation.
<b>“IR35”</b>	Means Part 2, Chapter 8 of the Income Tax (Earnings and Pensions) Act 2003.
<b>“Operative”</b>	Means the individual, employee, firm or corporate body engaged by the Contractor to carry out the Services (for the avoidance of doubt, this includes subcontractors).
<b>“Services”</b>	The activities or duties specified in any Schedule to this contract or detailed in a Works Order
<b>“Taxes”</b>	Any income tax, corporation tax, value added tax, social security or other tax or statutory charge relating to payments made to the Contractor under this contract (including any interest and penalties).
<b>“Works Order”</b>	Means a letter or oral instruction from the Company to the Contractor providing details outlining the terms of a specific engagement with a Client.

1.2 When denoting the masculine gender, words or expressions used herein shall, where appropriate, include the feminine and vice versa and when denoting the singular include the plural, and vice versa.

- 1.3** References in this contract to clauses, sub-clauses, paragraphs and schedules are to clauses, sub- clauses, paragraphs and schedules of this contract unless stated otherwise.
- 1.4** References to any legislation shall be deemed to include any statutory amendment or re-enactment whenever made, any previous enactment consolidated in it and any regulation or order made under it.
- 1.5** The clause headings are for ease of reference only and shall not affect the construction or interpretation of this contract.
- 1.6** This Agreement represents the entire agreement between the parties and substitutes any former agreement between the Company and the Contractor and any such former Agreement whether formal or informal shall be deemed to have terminated by mutual consent on the date of this Agreement.
- 1.7** The rights and obligations arising out of this Agreement are personal to the parties but may be sub-contracted by either party, with the consent of the other party, whose consent shall not be unreasonably withheld or delayed.
- 1.8** Nothing in these Terms shall render the Contractor or any Operative to be an employee, worker or partner of the Company.
- 1.9** Notwithstanding the fact that the contractual arrangement between the Company and the Contractor falls outside the Agency Legislation, on each Works Order where control exists, the Contractor will consider the tax status of any Operative that is engaged to ensure the correct enactment of the Agency Legislation.

## **2. CONTRACTOR OBLIGATIONS**

- 2.1** The Contractor confirms that it is running its own business and agrees that it has no authority to bind the Company in any way and shall not represent that any such authority exists. The Contractor must not incur any liability on behalf of the Company and must not make any arrangement, formal or informal, on behalf of the Company without seeking the approval of the Company.
- 2.2** The Contractor's obligation to provide the Services shall be discharged by such Operatives engaged by the Contractor (including for the avoidance of doubt any Subcontractors) as the Contractor may consider appropriate.
- 2.3** The Contractor confirms that it is aware of his responsibility in regard to IR35 and, except when providing services to a public-sector body, remains responsible for defining the relevant tax status in respect of each assignment.
- 2.4** If, either before or during the course of the Contract, the Company becomes aware of any reason why an Operative supplied to provide the Services may not be suitable for the Contract, the Company shall notify the Contractor immediately.
- 2.5** The Contractor is entitled to accept and perform engagements from other contractors or third- parties at any time. By entering into this Contract for Services the Contractor agrees that it will make itself available to execute Works Orders as required (subject to other business commitments) but shall not be obliged to accept all Works Orders.

**2.6** The Contractor agrees to comply with any reasonable request for information with regard to its Operatives being subject to control (or the right of control) by any person and to respond to such requests within stipulated timescales.

**2.7** The Contractor shall provide safe systems of work for himself and any Operatives engaged by him for work carried out on behalf of the Company. The Contractor recognises the responsibilities of self-employed persons under the Health and Safety at Work Act and related legislation and agrees to follow the Company's Health and Safety policies as far as they affect self-employed persons.

**2.8** The Contractor shall have reasonable autonomy in relation to determining the method of performance of the Services but in doing so it shall use reasonable endeavours to require Operatives to co-operate with any reasonable requests from the Company to ensure that the Services are provided in a timely and efficient manner and in accordance with health and safety obligations.

**2.9** The Contractor will not knowingly engage in any conduct which is detrimental to the interests of the Company which includes any conduct which may bring the Company into disrepute or which may result in the loss of custom or business.

**2.10** The Contractor retains responsibility for all statutory obligations associated with the Services including, but not limited to, the Health and Safety at Work Act, and agrees to demonstrate that all appropriate certificates of competence are held by all Operatives or Subcontractors engaged to perform the Services. All such certificates of competence must be available for inspection by any appointed Company representative. The Contractor will also ensure that sufficient insurances are in place to meet Company requirements including, but not limited to, Professional Indemnity Insurance, Public Liability Insurance and Employers Liability Insurance.

**2.11** In the event that the Contractor uses additional Operatives to carry out any of the services, the Contractor will remain responsible for all employment matters, the quality of the workmanship and for payment to any additional Operative (including enactment of the Agency Legislation with regard to tax status). The rate agreed with the Contractor includes any costs associated with the engagement of any additional Operative engaged by the Contractor. The Company will have no contractual relationship with any such additional Operative.

**2.12** The Contractor agrees to comply with any statutory or other reasonable rules or obligations notified to it by the Company to the extent that they are reasonably applicable to the Contractor while performing the Services and to comply with the following conditions:

a) To furnish the Company with any progress reports as may be reasonably requested from time to time.

b) To notify the Company in writing if it should become insolvent, dissolved or subject to a winding up petition.

c) To inform the Company as soon as is reasonably practical if the Contractor is unable or unwilling, for any reason, to perform the Services during the course of each Contract.

d) To assume responsibility for ensuring that the requirements of the Immigration, Asylum and Nationality Act 2006 are met in respect of any Operative or Subcontractor engaged by the Contractor to perform the Services.

e) To satisfy the Company that it has sufficient competence to perform the Services including Operatives or Subcontractors who may be engaged to perform the Services.

f) To ensure that timesheets are submitted in support of invoices raised for payment in accordance with an agreed timetable.

**2.13** The Contractor will provide, at its own expense, all tools and other equipment as shall be necessary to carry out the Works Order.

### **3. QUALITY OF SERVICE PROVISION**

**3.1** The Company relies on the skill and judgement of the Contractor in carrying out the services under the contract, which the Company expects to be consistent with the Company's high standards of quality and client service. Subject to this and subject to the normal requirements of providing a safe and satisfactory service to the client, the Contractor may determine the manner in which the work is carried out.

**3.2** The Contractor may provide suitably trained Operatives instead of, or in addition to itself, to assist in carrying out Works Orders for the Company. However, it is the Contractor's responsibility to ensure that such Operatives do not compromise the Contractor's ability to meet service standards.

**3.3** In the event that the Company is contacted by a Client, stating that remedial work is necessary, the Contractor shall be required to carry out any remedial work deemed necessary by the Company, at a pre-arranged time, within a period specified by the Company. If the Contractor is unable to fulfil the request, the work will be completed by another Contractor. All associated costs will be recharged to the Contractor named in this agreement.

### **4. COMPANY OBLIGATIONS**

**4.1** The Company is under no obligation to offer or provide Works Orders on a continuous basis to the Contractor and nothing in this agreement shall commit or shall be construed as committing the company to offer or provide such work.

**4.2** Under no circumstances will the Company pay the Contractor for any hours where no services are provided.

**4.3** The Company accepts that the Contractor is acting in a genuine business to business relationship pursuant to Regulation 3(2)(a) and (b) Agency Worker Regulations 2010. Consequently, the AWR will not apply to this Contract for Services.

**4.4** The Company shall furnish the Contractor with information as requested by the Contractor in order for the Contractor to arrange for the Services to be carried out.

**4.5** In event that the services are to be provided to a public sector body the Company will operate tax in accordance with the instruction notified to it by the public sector body or, in absence of any such instruction, will assume that the assignment operates within IR35 and treat payments as employment income as appropriate.

**4.6** The Company shall notify the Contactor, in advance, if Operatives are required to work outside the UK.

**4.7** The Contractor shall ensure that Operatives and Subcontractors are provided with all relevant health & safety information pertinent to the Services. Any additional project specific training costs associated with the Services either prior to, at the commencement of, or during the term of, the Contract will be the responsibility of the Contractor.

**4.8** The Company confirms that the Client to whom the services will be provided has been informed, and accepted, that the Contractor may use a substitute or representative to fulfil the terms of the contract.

**4.9** At the commencement of the Contract, the Company shall inform the Contractor of the date the supply of Services is to commence and the duration or likely duration of the Services. The Company shall also supply the following information to the Contractor in the form of a schedule of services to be provided;

- (a) the type of professional services required, location and anticipated project time-frame and;
- (b) payment terms.

## **5. PAYMENT TERMS**

**5.1** The Contractor shall maintain an accurate timesheet detailing the number of hours worked. At the end of each week, the Contractor shall deliver to the Company a timesheet duly completed to indicate the number of hours worked by the Contractor during the preceding week and signed by an authorised representative of the Client.

**5.2** Subject to the Contractor's completion of a Self-billing Agreement, valid for the period of payment, the Company will produce invoices on behalf of the Contractor. The Company will provide the Sub-Contractor with a periodic remittance advice by electronic means, where agreed between the parties.

**5.3** In event that the Company does not hold a current Self-billing agreement, the Contractor will be required to submit an invoice in respect of the payment due to him. The invoice should detail the contractor company name, registered address, company registration number and VAT number (if registered) together with full details of the services provided. In these circumstances payment will not be made until receipt of such an invoice.

**5.4** The Company shall settle all approved invoices within 7 days of receipt of a timesheet, unless otherwise agreed, by electronic transfer into the nominated bank account, the details of which shall be provided by the Contractor.

**5.5** The Contract Sum will be agreed between the Company and the Contractor. The rate agreed between the Company and the Client will have no relevance to the Contract Sum agreed with the Contractor.

**5.6** The Contractor acknowledges and accepts that it is trading as a business and, as such, the Company will not pay statutory sick pay, holiday pay, and statutory maternity pay or contribute to, or make available, a pension scheme to the Contractor, its Operatives or its representatives.

5.7 The Company shall be under no obligation to make a payment in accordance with clause 5.3 if, at the time the payment is otherwise due, the Contractor has failed to perform his obligations under clause 2.

## **6. CONSTRUCTION INDUSTRY SCHEME (CIS)**

6.1 Where the CIS applies, the Contractor will provide sufficient details, as required from time to time, to enable the Company to verify the tax status of the Contractor with HM Revenue and Customs (HMRC). If appropriate, the Company will make a statutory deduction (either 20% or 30%) from all payments which do not constitute the direct cost of any materials supplied. The Company will supply the Contractor with a Tax Payment Statement by 19th of the month following the end of the income tax month to which the payment relates.

## **7. PROVISION OF TRANSPORT**

7.1 The Contractor will ensure that it has appropriate transport in order to fulfil any Works Order which may be offered

## **8. CONSTRUCTION INDUSTRY SCHEME (CIS)**

8.1 The Contractor shall be responsible for all taxes in relation to the provision of services to the Company, together with all employment obligations in connection with any person engaged by the Contractor in carrying out Works Orders for the Company. This includes the operation of IR35.

8.2 In event that Operatives engaged by the Contractor are self-employed individuals who are subject to control by any person in the provision of their services the Contractor shall be responsible for enactment of the Agency Legislation and will ensure that payment to the Operative is made subject to deduction of PAYE and National Insurance.

8.3 The Contractor will be responsible for making all appropriate deductions from Operatives in accordance with PAYE and National Insurance regulations and including deductions made from subcontractors who are subcontractors under the terms of the Construction Industry Scheme (CIS) and remitting these deductions to HM Revenue and Customs in accordance with the relevant legislation.

8.4 The Contractor undertakes to indemnify and keep the Company indemnified in respect of such Taxes or other amounts (including penalties and interest) which may be assessed on the Company by reason of any payment under or in connection with the Services, together with any costs and expenses incurred by the Company in connection with any such assessment. The Company will be entitled to make a deduction in respect of any such claims from amounts due to the Contractor.

## **9. TERMINATION OF THE AGREEMENT**

9.1 This Agreement may be terminated by either party with immediate effect by giving one week's written notice to that effect to the other party.

9.2 The parties acknowledge that the continuation of a Works Order is subject to the continuation of the contract entered into between the Company and the Client for the provision of the services to the Client.



**9.3** In the event that the contract between the Company and the Client is terminated for any reason then the Works Order will cease with immediate effect without liability to the Company.

**9.4** The Company may terminate this contract without notice in the event of:

(a) the Contractor being convicted of a criminal offence which the Company believes would adversely affect the business of Company or its Client or the provision of the services,

(b) the Contractor acting in breach of the rules and regulations in operation at the Client's place of work,

(i) the Client has requested the Contractor to leave the Client's place of work,

(ii) the Client has requested the Contractor to cease performing the Services for whatever reason,

(iii) for any reason, the Contractor proves to be unsatisfactory to the Client

(iv) if the Contractor becomes insolvent, subject to a winding-up petition or bankruptcy order, has a receiver appointed over its property or makes a proposal to enter into any voluntary arrangement pursuant to the Insolvency Act 1986.

## **10. ACKNOWLEDGMENTS**

**10.1** The Contractor acknowledges that all copyright, trademarks, patents and other intellectual property rights derived from services carried out during the term of the Contract by the Contractor or the Operatives shall belong to the Company.

**10.2** The Contractor acknowledges to the Company that its services (and those of the Operatives) are supplied as an independent contractor.

## **11. NOTICES**

**11.1.** All notices which are required to be given hereunder shall be in writing and shall be sent to the registered office from time to time of the party upon whom the notice is to be served. Any such notice may be delivered personally or by first class prepaid post or facsimile transmission and shall be deemed to have been served when delivered, if by hand, within 48 hours, if by first class post and when dispatched if by facsimile transmission.

## **12. LIABILITY**

**12.1.** Subject to the terms of this Clause 12, the Company shall not be liable for loss, damage or injury to any party resulting from the negligent acts or omissions of the Contractor or the Operatives, except in each case to the extent that such acts or omissions constitute and give rise to a breach of this Contract by the Company and subject to the limitations on liability below.

**12.2** The Contractor shall not be liable for loss, damage or injury to any party if such acts or omissions were done or omitted to be done in accordance with the Company's instructions.



**12.3** The Contractor shall ensure the provision of adequate Public Liability Insurance, Employee Liability Insurance and Professional Indemnity Insurance in respect of its Operatives and Subcontractors, sufficient to satisfy the requirements of the Company.

**12.4** Without limiting the foregoing, the Contractor shall ensure that such insurance covers the Operatives who may be affected by any acts or omissions while they are on site or attending the Contractor's premises and shall make such policies available to the Contractor upon request and comply with the Contractor's reasonable requirements in respect of such policies.

**12.5** Save in respect of death, personal injury or fraud, the Company's liability to any party under this Contract whether arising under any statute, in contract or in tort, shall in respect of any claim or series of related claims not exceed £1m.

### **13. GOVERNING LAW AND JURISDICTION**

**13.1** These Terms shall be construed in accordance with the laws of England & Wales and all disputes, claims or proceedings between the parties relating to the validity, construction or performance of these Terms shall be subject to the exclusive jurisdiction of the Courts of England & Wales.

**13.2** Any claims under this Agreement must be commenced within 6 years of the cause of action giving rise to the claim occurring.

### **14. ILLEGALITY**

**14.1** If any provision or term of these Terms shall become or be declared illegal, invalid or unenforceable for any reason whatsoever including, but without limitation, by reason of the provisions of any legislation or other provisions having the force of law or by reason of any decision of any Court or other body or authority having jurisdiction over the parties of these Terms, such terms or provisions shall be divisible from these Terms and shall be deemed to be deleted and the remaining terms shall continue in full force and effect, provided always that if any such deletion substantially affects or alters the commercial basis of these Terms the parties shall negotiate in good faith to amend or modify the provisions and terms of these Terms as necessary or desirable in the circumstances.

### **15. DATA PROTECTION**

**15.1** The personal data that you provide to us will be processed for the necessary performance of this contract for services in accordance with the current data protection legislation and any legal obligation which the Company is subject to in its role as your contractor.

**15.2** In event that we need to process any sensitive personal data we will contact you to obtain your specific consent.

**15.3** In event that, in the course of the operation of this contract, we need to pass your personal data on to any third party, we will notify you of this fact and obtain your specific consent.

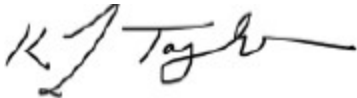
### **16. MISCELLANEOUS**

**16.1** These Terms constitute and govern the entire agreement and understanding between the parties. For the avoidance of doubt, Operatives providing services shall have no such authority to bind the Contractor or vary or amend this Contract.

**16.2** In the event of any conflict or inconsistency between these Terms and any other terms and conditions now, or in the future, these Terms shall prevail.

**16.3** Except as otherwise provided herein, the Contracts (Rights of Third Parties) Act 1999 shall not apply to these Terms and no person other than the Company and the Contractor shall have any rights under it.

**16.4** These Terms replace and supersede any other terms and conditions provided by the Contractor or the Company in respect of any agreement relating to the subject matter hereof now or in the future unless expressly otherwise agreed by the parties.

Signed (for and on behalf of the Company)		Dated	
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- I acknowledge that I have received a duplicate copy of this Agreement, I have read and understood the same and I agree to be bound by all the terms contained in it.

Signed (by the contractor)		Dated	
Name of Limited company:		Dated	