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Dear

You will find 2 copies of the Contract for Services enclosed which detail the terms and conditions which apply when you supply services to us and an explanation leaflet to explain a little more about the contractual terms and conditions.

The contract is legally binding and so you should read it carefully. You can take independent advice on the contract and are invited to discuss with one of our members of staff any issues or questions that you have.

The contract itself covers amongst other things:-

- How you will be paid
- Your responsibilities as a self employed individual
- Our responsibilities as Contractor
- Ending the contract

It is important you read through your contract and make sure you understand it. You should sign and date both copies of the contract and return one to us. The other one is for you to keep for your records.

If you do not wish to be engaged as a self-employed subcontractor then it may be possible to engage you as a PAYE employee. If this is something that you are interested in then please contact a member of staff who can discuss the options with you.

Yours sincerely

**Fairgate Construction Services Limited** 

Morsley

### What have I been given to sign?

The document you have been given, with this leaflet, is a contract which contains the rights and obligations which you have whenever you provide your services to us. Please take the time to read it through carefully, it is a legally binding document.

### I'm self employed. Do I need a written contract?

No. But the contract sets out your rights and obligations and records that we agree that you are self employed and are entitled to be treated as such. It is in both our interests to agree, in writing, the terms of your engagement, particularly if there is ever any question or dispute about what we intended and agreed.

## Do I get holiday pay?

No. Under the terms and conditions of this contract you are not entitled to holiday pay.

As you are not an employee you also do not qualify for sick pay or any statutory leave which is paid or unpaid from us. You may, however, qualify for some from the Government.

#### The contract allows me to send someone else? What if I don't?

As someone who is self employed, you have the right to use someone else to do the work and so the contract provides for this. We are happy for you to do so provided that any one else you use is suitably qualified and experienced. We would still pay you in these circumstances and you would pay them. This means that if you could find someone suitable who would do the job cheaper, or cover your time off, you could send them. It is up to you whether you do or do not.

## Do I have to provide services to this contractor?

No. Also, as you are self-employed, you have a right to provide services to other people. We will not pay you if you do not provide services to us. If you want to provide services to someone else you are entitled to do so.

# What about my tax?

As you are self employed you are responsible for your own tax and National Insurance and for filing a Self-Assessment Tax return.