

Further to your enquiry regarding providing your services to us as a Self Employed Sub-Contractor we are pleased to inform you that ICM sub-contracts to a large number of genuinely self-employed individuals such as yourself and you will already be aware of the benefits which self-employment can bring.

Having said this, we would remind you that the responsibility for accounting for and payment of any Income Tax and National Insurance liabilities remains with you at all times. Please note that you will not be legally entitled to holiday pay or sickness benefit from us.

Where you choose to be paid with deductions under the Construction Industry Scheme (CIS), we will file and pay over these deductions on a monthly basis to HMRC. This may result in you being able to claim a tax rebate at the end of the tax year.

Having decided to sub-contract to ICM we need you to complete and return the attached documentaion to us:

1. The **Agreement** between us, two copies of which are enclosed. Please sign and return one copy so that you can start providing your services to us.
2. The **Registration Form**. You should note that generally we make payments via the BACS system(at no extra charge), with funds being credited to your nominated bank account two working days after receipt of funds from our own client.
 - (a) Please note that we are able to settle your contract payment on a same-day basis via the CHAPS system for an additional fee of £25.00.
 - (b) Please note that we will, in exceptional circumstances, make payment by cheque, but we cannot be responsible for any postal delays encountered as a result. An additional fee of £5.00 will be made for each cheque sent.
 - (c) Our margin collectable from the contract price is 5% of the contract value. This is subject to a £5.00 minimum.
 - (d) Please note that it is a legal requirement for subcontractors to hold Public Liability Insurance (PLI) and a contractual requirement to have Personal Accident Insurance (PAI). If you already hold one or both insurances, please fax a copy of your policy(s) to 0845 3011 154. In the absence of the above insurance, ACM Broking Limited have arranged cover to be provided at a weekly cost of £2.05 for PLI and £1.95 for PAI. We make no representations as to the quality of the cover and we will pass on your details with your permission. These insurances are available from Ace Europe Limited, which is authorised and regulated by the Financial Services Authority. In the event of any query or claim, please contact ACM Broking Limited (Contact details: Stuart Anderson see page 5) or any other regulated independent insurance broker in the UK.



REGISTRATION FORM

NAME	Surname	First Name	Middle Name
ADDRESS			
			Post Code

REGISTRATION NO.	
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HOME TELEPHONE NO.	
MOBILE TELEPHONE NO.	
TEXT MESSAGING	Please tick this box if you would like to receive text messages to your mobile when money is sent to your bank account. No extra charge is made for this.
E-MAIL ADDRESS	
CONTRACTOR/AGENT	
OCCUPATION	
NATIONALITY	
NATIONAL INSURANCE NO.*	
UNIQUE TAX REFERENCE(UTR)*	
PAYMENT OF TAX UNDER THE CONSTRUCTION INDUSTRY SCHEME**	Please tick this box if you want ICM to deduct and pay tax under C
DATE OF BIRTH (DD/MM/YYYY)	
SECURITY WORD	

* Both required so that ICM can obtain your Verification Code from HMRC.

** ICM has to obtain your Verification Code if tax is to be deducted and paid under CIS.

BANK NAME	
ACCOUNT HOLDER'S NAME	
SORT CODE [6 DIGITS]	
ACCOUNT NUMBER [8 DIGITS]	
BUILDING SOCIETY ROLL NO.	

OTHER COMMENTS	
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SIGNED: DATE:/...../.....

FOR OFFICE USE ONLY

CONSULTANT	
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What have I been given to sign?

A guide to your self employed contract

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. 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 my services?

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.

Subcontractor Self-employment Check List

Self-employment indicators

If you can answer YES to the questions below, it usually means you are classified as self-employed:

1. As a subcontractor do you work regularly for a number of different people?
YES / NO
2. As a subcontractor do you have the right to decide the type and work you do?
YES / NO
3. As a subcontractor do you have the right to dictate how and when your work will be done ?
YES / NO
4. As a subcontractor do you have the right to decide how long the job will take?
YES / NO
5. Do you supply the main items of tools/equipment needed for the job ?
YES / NO
6. As a sub-contractor if your work is unsatisfactory, will you correct it in your own time at your expense ?
YES / NO
7. Do you as a sub-contractor have the right to hire additional sub-contractors (helpers) to complete the job who may be paid through you ?
YES / NO
8. As a sub-contractor do you risk your own money ?
YES / NO

Employee indicators

If these questions are NOT applicable to you, you are unlikely to be classified as an employee:

1. Do you expect to receive holiday pay ?
YES / NO
2. When ill, do you expect to receive sick pay from the main contractor ?
YES / NO
3. Do you expect to receive overtime pay or a bonus payment ?
YES / NO
4. Do you expect to work a set number of hours on a regular basis ?
YES / NO
5. As a sub-contractor are you paid by the hour, day, week or month ?
HOURLY / DAILY / WEEKLY / MONTHLY

If you have answered the above questions and they indicate you have self-employment status,
Please register yourself with HMRC.

SIGNED:

DATE: / /

NAME	
REGISTRATION NO.	



ACM Broking Ltd.

Building Research
Establishment

Bucknalls Lane

Watford

WD259XX

Tel:+44 (0)1923894360

Fax:+44 (0)1923894361

Email:

enquiries@acmbroking.com

Web: www.acmbroking.com

26 Nov 2008

The Directors
Island ContractManagement(UK)Limited
Bridge House
13 Devonshire Street
Keighley

West Yorkshire BD21 2BH

Dear Sirs

This is to confirm that we have arranged both Public Liability and Personal Accident Insurance on behalf of Island Contract Management(UK)Ltd in respect of Company and extending to include self employed persons contracted by you.

Public Liability

It is a contractual requirement for all self employed contractors to carry Public Liability Insurance, which provides cover for your legal liability to third parties for accidental bodily injury or damage to third party property arising out of your business activities.

The cover arranged is with Ace European Group Ltd for an indemnity limit of £1 million. We have provided you with a specimen policy wording for your information.

If they are going to work in the Offshore or Railway Safety Critical Environment they will need to provide details of their contract to us in order for the cover to be extended accordingly.

Personal Accident Insurance

This cover includes travel to and from the work place, Accidental Death (for £125,000.00), and loss of limb or injury or Temporary Total Disablement.

We have arranged cover with Ace European Group and again we have provided you with a specimen policy wording for your information.

The Deposit premiums charged for each of the contracts are adjusted quarterly on the actual number of insured persons for the period.

If you have any questions please get in touch.

Yours faithfully

Stuart Anderson
Director



Insurers Ace European Group Ltd

Type Personal Accident

Cover for all self employed individuals whilst carrying out their occupation or commuting to/from usual place of work/home - cover would only be in place only whilst they are contracted and paying the premium.

Evidence of their eligibility would need to be provided in the event of a claim.

Benefits	Accidental Death	£125,000
	Loss of one or more limbs /sight in one or both eyes	£125,000
	Permanent total disablement from usual occupation	£125,000

Continental scale benefits - a percentage of the capital sum above would be paid for a partial disability ie loss of use of a toe, finger loss of hearing or speech etc.

Temporary total disablement - up to £300 per week for 26 weeks, reducing to £250 for the next 26 weeks (max benefit 75% of gross weekly earnings, max period 52 weeks) Deferred period 14 days. ;

Insurers Ace European Group Ltd

Type Public Liability

An indemnity is provided to all subcontractors for their legal liability to third parties for accidental bodily injury or damage to third party property arising out of their business activities.

Limit of indemnity £1million any one claim subject to a £500 excess for damage to third party property. In respect of claims arising from activities involving use of heat the indemnity limit is limit to £1million in total for the policy period.

Cover is not automatically provided for offshore workers or those involved in Railway safety critical work - cover may be extended to include this for individuals on receipt of additional information and subject to additional cost.



"safety critical work" means work by a person: -

(a) as a driver, guard, conductor or signaller or in any other capacity in which he can control or affect the movement of a vehicle;

(b) in a maintenance capacity or as a supervisor of, or look-out for, persons working in a maintenance capacity; and for this purpose, a person works in a maintenance capacity if his work involves

- (i) maintenance, repair or alteration of -
 - (aa) the permanent way or other means of guiding or supporting vehicles,
 - (bb) signals or any other means of controlling the movement of vehicles, or
 - (cc) any means of supplying electricity to vehicles or to the means of guiding or supporting vehicles, or
- (ii) coupling or uncoupling vehicles; or
- (iii) checking that vehicles are working properly before they are used on any occasion, system;

which could affect the health or safety of persons on a transport system;

**SELF-EMPLOYED
CONTRACT FOR SERVICES**
SUBCONTRACTOR COPY - PLEASE KEEP SAFELY

THIS CONTRACT FOR SERVICES dated.....200...

is made between :-

Island Contract Management Limited whose registered office is situate at Millennium House, Victoria Road, Douglas, Isle of Man, IM2 4RW ("the Contractor") and

.....("the Subcontractor")

whose address is.....

....., United Kingdom

BACKGROUND

- A. The Contractor tenders for business and is appointed by its clients to complete a project for specified works at a certain site or location ("the Assignment").
- B. The Subcontractor has skills and abilities which may from time to time be available to the Contractor ("the Services").
- C. The Contractor and the Subcontractor agree that if the Subcontractor offers to make his services available to the Contractor and is engaged by the Contractor, the terms and conditions in this Contract for Services shall apply.
- D. It is the intention of the parties that when the Subcontractor provides the Services to the Contractor for an Assignment, such provision of Services shall constitute a separate and distinctive engagement under this Contract for Services. Unless varied or amended or otherwise agreed between the parties under clause 24, these terms and conditions shall apply for each engagement.

OPERATIVE PROVISIONS

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

PAYMENT FOR THE SERVICES

7. Formal written tenders will not be required. The parties agree that the contract price/hourly rate for the Services and the method of payment will be negotiated and agreed between them from time to time and this shall include verbal agreements of the rate of payment for the Services.
8. The Subcontractor is not obliged to raise an invoice for the Services. Where applicable the Contractor will provide a pay statement to the Subcontractor in accordance with the requirements of the self-employed Construction Industry Scheme, which shall act as a self-billed invoice.
9. The Subcontractor agrees that any sums due in respect of the Subcontractor under the Construction Industry Training Board Levy Scheme may be deducted from the Subcontractors payment for the Services.
10. Any defective work the Contractor reasonably determines has been caused by the Sub-contractor, or by any substitute or hired assistant working for the Subcontractor, will be corrected by the Subcontractor at his own cost or in his own time.
11. The Subcontractor is responsible for all his travelling expenses to and from any location where he has been engaged to provide the Services. Where transport facilities are made available by the Contractor to a particular location this is entirely at the Contractors discretion and such facilities may be withdrawn at any time and the costs of such facilities may be reflected in the price or rate agreed with the Subcontractor.
12. The Contractor and the Subcontractor are, where applicable, subject to the Construction Industry Scheme. Where applicable, the Subcontractor will provide to the Contractor at the earliest opportunity sufficient information to enable the Contractor to verify the Subcontractors payment status with HM Revenue & Customs. The responsibility for the accuracy of this information rests with the Subcontractor, and the Subcontractor will not be entitled to receive any payment under this contract until this information has been provided to the Contractor.
13. The Subcontractor is responsible for paying his own income or corporation tax and National Insurance contributions.
14. As an independent business, the Subcontractor agrees that it is not entitled to holiday pay, sick pay or any other payment for periods when the Services are not provided to the Contractor in any circumstances.
15. The Subcontractor is not entitled to participate in the Contractor s grievance and disciplinary procedure.
16. The Subcontractor will not be entitled to receive payment for Services cancelled or where a site is closed, for example by reason of inclement weather.

HEALTH AND SAFETY

17. In the interests of Health and Safety obligations imposed on the Contractor, the Subcontractor agrees to comply with all reasonable operational rules relating to working hours, site security and safety.
18. The parties acknowledge that it may be necessary for health and safety reasons for the Subcontractor to be identifiable whether evidenced by security passes or on parts of clothing. However, the Subcontractor will not represent himself as a servant or employee of the Contractor at any time, but as an independent subcontractor in business on his own account engaged by the Contractor for the specific purpose of providing the Services.

SUBSTITUTES AND HIRED ASSISTANTS

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

TERMINATION OF THIS AGREEMENT

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

MISCELLANEOUS

22. The Subcontractor confirms that he has read and understood the terms and conditions herein and has had the opportunity to discuss this agreement with any person or professional adviser he considers necessary before signing.
23. Both parties agree this is intended to be a legally binding contract governing the nature of the contractual relationship between them.

24. Both parties agree that, with the exception of verbal agreements referred to in clauses 6 and 7, these terms and conditions represent the whole agreement between them. No variations may be made to these terms unless agreed in writing by both parties.
25. Should the Contractor fail to enforce or apply any of the rights that it has under this Contract for Services, it shall not be construed that the Contractor approves or agrees to any breach of contract or that it loses its rights to enforce the terms of this Contract for Services in full at any time now or in the future.
26. The Headings used in the Contract for Services are for ease of reference only and are not intended to be interpreted as part of the terms agreed between the parties. References to the masculine include the feminine.
27. This contract is governed and construed by Manx law and both parties submit to the exclusive jurisdiction of the Isle of Man courts.

For the Contractor: **Island Contract Management Limited** whose registered office is Millennium House, Victoria Road, Douglas, Isle of Man, IM2 4RW

Signed:  Dated:
 Print Name: **David Boothman**

For the Subcontractor: whose
 address is
, United Kingdom

Signed: Dated:

Print Name:

**SELF-EMPLOYED
CONTRACT FOR SERVICES**
ICM'S COPY - PLEASE RETURN TO US

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is made between :-

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- C. The Contractor and the Subcontractor agree that if the Subcontractor offers to make his services available to the Contractor and is engaged by the Contractor, the terms and conditions in this Contract for Services shall apply.
- D. It is the intention of the parties that when the Subcontractor provides the Services to the Contractor for an Assignment, such provision of Services shall constitute a separate and distinctive engagement under this Contract for Services. Unless varied or amended or otherwise agreed between the parties under clause 24, these terms and conditions shall apply for each engagement.

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For the Contractor: **Island Contract Management Limited** whose registered office is Millennium House, Victoria Road, Douglas, Isle of Man, IM2 4RW

Signed:  Dated:
 Print Name: **David Boothman**

For the Subcontractor: whose
 address is
, United Kingdom

Signed: Dated:

Print Name: