CA-SGAsem01

Contract for services: self-employed contractor: contractorversion

Dated: [date]

The Contractor: [Name]

The Client: [Name]

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Schedule 1: Data Protection Act 2018 Compliance

This agreement is dated:

It is made between:

[Contractor's name] Of [address], ([redacted] “ [redacted] ")

And

[Client name] Of [address], ([redacted] “ [redacted] ")

Background

The purpose of this agreement is to regulate the relationship between the Client and the Contractor [redacted] , [redacted] .

The terms of this agreement are:

1. Definitions

These definitions apply unless the context [redacted] :

Assignment: means any piece of work or recurring work to be done from time [redacted] .

Confidential Information: means all information about the parties including personal information, as defined in applicable law, owned by any individual whom a party [redacted] :

It includes among other things:

- information about their staff, (including their personal contact information); businesses, methods of doing business , [redacted] , [redacted] , [redacted] .
- information about suppliers, agents, [redacted] .

It does not include information which is reasonably necessary to disclose to a customer or other person in the usual course of [redacted] .

Detailed Specification: means a detailed specification of [redacted] .

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2. Interpretation

In this agreement, unless the [redacted]:

2.1. A reference to a person includes a human individual, a corporate entity and any organisation [redacted].

2.2. Any agreement by any party not to do or omit to do something includes an obligation not to allow some [redacted].

2.3. In entering into this contract, the Client has not relied on [redacted].

3. Contractor's status

3.1. The Contractor is not a partner, agent or employee of the Client and does not have authority [redacted].

3.2. The Contractor agrees that he will be responsible for his own income and other tax liability and social security in respect of his fees and he hereby agrees to indemnify the Client in respect of any claim that may be made by any [redacted]

4. Client warranties

The Client warrants that he:

4.1. holds and will maintain one or more policies of insurance covering all business risks [redacted].

4.2. will provide a safe place of work wherever the Contractor may [redacted].

4.3. has made arrangements with relevant third parties, statutory [redacted], [redacted], [redacted], [redacted].

4.4. will arrange with his employees [redacted].

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5. Assignments

5.1. The work under [redacted].

5.2. The Detailed [redacted], [redacted]:

5.2.1 the work to be done;

5.2.2 the outcomes to be expected;

5.2.3 the timescale and milestones;

5.2.4 the method [redacted];

5.2.5 the hours of work or fixed price;

5.2.6 [other?]

5.3. So far as the Client offers one or more [redacted], [redacted].

5.4. The Contractor may accept or decline any [redacted]. [redacted], [redacted].

5.5. By accepting an Assignment the Contractor agrees [redacted].

5.6. The Contractor acknowledges that this agreement [redacted].

5.7. [Upon completion of any Assignment, the Contractor [redacted].]

5.8. Unless otherwise stated in any [redacted], [redacted].

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6. Contractor's fees and expenses

6.1. Unless specified to the contrary in any Detailed [redacted], [redacted] $[[redacted]] [redacted].

OR

at the rate of $[amount] per day [redacted] $[[redacted]] [redacted].

6.2. After the end of each month the Contractor will send [redacted]. [redacted].

6.3. Each invoice submitted to the Client for [redacted].

6.4. Payment of the sum specified in the [redacted] [14] [redacted].

6.5. The Contractor shall at all times maintain accurate and up-to-date records of the time [redacted], [redacted]. [redacted] 15 [redacted].

6.6. The invoice shall include whatever reasonable expenses the Contractor has incurred [redacted] [[redacted]] [[redacted]].

OR

6.7. The Contractor will personally bear [redacted].

6.8. The Contractor shall be entitled after [28] days notice to the Client and [redacted] 12 [redacted]. [redacted] [5] % [redacted].

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6.9. The Contractor reserves the right to charge the Client interest in respect of the late payment of any money [redacted] ([redacted]) [redacted] [5] [redacted].

7. Taxation

7.1. Sums payable under this agreement do not include [redacted] . [redacted] / [redacted].

7.2. If the Client is obliged by the law of any applicable jurisdiction to withhold part or all of money due [redacted] , [redacted] . [redacted] , [redacted] - [redacted].

7.3. The Contractor agrees that he will be responsible for his own income and other tax liability and social [redacted].

8. Confidentiality

8.1. The parties are aware that from time [redacted].

8.2. The parties hereby undertake for themselves and every employee [redacted] - [redacted] :

8.2.1 not divulge to any person whatever or otherwise make [redacted] ([redacted]) [redacted].

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8.2.2 comply with the law [redacted], [redacted], [redacted].

8.3. Both the Contractor and the Client hereby undertake to the other to make all relevant employees, agents [redacted]-[redacted].

9. Intellectual Property

9.1. This agreement shall have no effect [redacted].

9.2. The Contractor may use whatever [redacted].

9.3. The Contractor shall use and contribute to the Assignment such of his own Intellectual Property as [redacted].

10. Contractor's use of sub-contractors

The Contractor may perform any or [redacted]-[redacted]:

10.1. first obtains the written consent [redacted]-[redacted];

OR

10.2. first obtains the written consent of the Client [redacted]-[redacted]-[redacted];

10.3. remains liable for the performance of this contract;

OR

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10.4. [This contract / [redacted]] [redacted] [[redacted]] [redacted].

OR

10.5. So far as work under this [redacted]-[redacted], [redacted] [[redacted]].

OR

10.6. shall not sub-contract [redacted].

11. Contractor's warranties as to work

The Contractor warrants as follows:

11.1. The Assignment [redacted]:

11.1.1 meet the Detailed Specification;

11.1.2 not infringe [redacted];

11.1.3 comply with all applicable laws and regulations;

11.1.4 [redacted], [redacted], [redacted], [redacted], [redacted], [redacted];

11.2. [redacted], [redacted], [redacted], [redacted], [redacted], [redacted].

12. Disclaimers and limitation of liability

12.1. [redacted]. [redacted].

12.2. In this paragraph, "Default" means

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12.2.1 [redacted];[redacted]

12.2.2 [redacted],[redacted].

12.3. [redacted],[redacted].

12.4. [redacted]([redacted])[redacted].

12.5. [redacted].

OR

12.6. [redacted]$[10 , 000].

12.7. [redacted].

12.8. [redacted][28][redacted].

12.9. [redacted].

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12.10. [redacted].

12.11. [redacted] ([redacted]) [redacted] , [redacted].

12.12. [redacted].

13. Insurance

13.1. [redacted]:

13.1.1 [redacted] $[1 , 000 , 000];

13.1.2 [redacted] $[1 , 000 , 000];

13.1.3 [redacted] $[1 , 000 , 000];

13.1.4 [redacted] / [redacted] $[1 , 000 , 000];

13.2. [redacted] , [redacted] 12 [redacted].

14. Duration and termination

14.1. This agreement shall continue until terminated:

14.1.1 [redacted] [28] [redacted] ; [redacted]

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14.1.2 [redacted] [28] [redacted] - [redacted] ; [redacted]

14.1.3 [redacted] [30] [redacted] ; [redacted]

14.1.4 [redacted] ; [redacted] , [redacted] , [redacted] ; [redacted] .

14.2. [redacted] , [redacted] , [redacted] .

15. Assignment

[redacted] , [redacted] , [redacted] - [redacted] , [redacted] , [redacted] , [redacted] , [redacted] .

16. Uncontrollable events

16.1. [redacted]

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[redacted], [[redacted]].

OR

16.2. [redacted] [[redacted]] [redacted], [redacted], [redacted].

OR

16.3. [redacted] [[redacted]], [redacted]. [redacted] [7] [redacted].

16.4. [redacted]-[redacted], [redacted], [redacted].

16.5. [redacted]-[redacted].

16.6. [redacted], [redacted] [[redacted]/[redacted]].

16.7. [redacted], [redacted] [. . . . . [redacted]];

16.8. [redacted];

16.9. [redacted], [redacted] [30] [redacted], [[redacted]] [redacted].

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16.10. [redacted].

16.11. [redacted], [redacted]/[redacted].

17. Miscellaneous matters

17.1. [redacted], [redacted].

17.2. [redacted], [redacted], [redacted], [redacted].

17.3. [redacted].

17.4. [redacted], [redacted].

17.5. [redacted]-[redacted].

It shall be deemed to have been delivered:

[redacted]: [redacted];

[redacted]: [redacted] 72 [redacted];

[redacted]-[redacted]-[redacted]*:* [redacted] *24* [redacted]

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[redacted].

17.6. [redacted].

17.7. [redacted].

Signed by the Contractor:

Signed by[name] on behalf of [Client name]:

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Explanatory notes

Contract for services: self employed contractor: contractor version

General notes

1. This agreement is drawn on the assumptions that:

    1.1. you are the contractor in this transaction;

    1.2. you are about to undertake provision of some service [redacted];

2. Note that Canada Revenue Agency will not accept a suggestion that a service provider is not an employee simply by using this contract or any other. However, this contract will be [redacted].

3. The way the document is structured, you should remember to issue a detailed specification. Call it an “[redacted]” [redacted].

Paragraph specific notes:

Notes numbering refers to paragraph numbers.

1. Definitions

You should first decide on the contents of the document, then return to check what definitions are needed and whether they really [redacted].

By all means, use the find / replace function in your word processor to change them. If you do change a defined term, make sure it [redacted].

Remember too, that when a word or phrase is defined, the defined meaning capitalised, takes precedence over the [redacted].

2. Interpretation

Leave these items in place unless there is a good reason to edit or remove. Each of these items has been carefully considered in the context of this

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agreement and has been included for a purpose. [redacted].

3. Contractor's status

This paragraph provides clarity on your status and evidence of self-employed status for tax purposes. By all means delete it if you wish. It is a provision which a solicitor for your client would preferably require.If your staff works in client’s premises they must avoid creating problems by transgressing the client’s rules and policies. Note that one of the tests of employment or self-employment applied by the Canada Revenue Agency is as to the place of work. Lengthy [redacted].

4. Client warranties

These provisions are mere examples of matters you may want your client to deal with. By all means, add [redacted].

5. Assignments

A full description of each assignment should be provided in a schedule attached to this document as Schedule 2, or in a separate document which refers to this agreement [redacted]."

The description of the work should be complete and detailed, particularly as to standards, measurements, [redacted].

This document allows for further assignments to be undertaken. It is important that [redacted]:

Leave the provision regarding using your additional staff. [redacted].

6. Contractor's fees and expenses

This paragraph is something of a menu. Decide what are your terms and select or edit to fit what you want. The terms are flexible [redacted]

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[redacted]. [redacted], [redacted], [redacted].

7. Taxation

This paragraph also emphasises your self-employed status. [redacted].

8. Confidentiality

A useful provision for both sides. Neither side [redacted].

9. Intellectual Property

We have left this paragraph short and basic. The question of who owns what intellectual property rights is one for detailed discussion and decision before the contract is signed. It may [redacted].

Some clients might demand something that protects them better, but we suggest you [redacted]. [redacted].

10. Contractor’s use of sub-contractors

Plenty [redacted]. [redacted].

11. Contractor’s warranties as to work

These warranties are reasonable and may be [redacted]. [redacted], [redacted]. [redacted], [redacted], [redacted].

12. Disclaimers and limitation of liability

This is very tough on [redacted]. [redacted]. [redacted].

The law is complicated and much depends on the [redacted]. [redacted]. [redacted], [redacted].

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If you are dealing as [redacted], [redacted], [redacted].

As drawn, you have very little liability. The extent to which you are able to [redacted]. [redacted], [redacted].

13. Insurance

This is a reasonable requirement by a [redacted], [redacted]. [redacted].

14. Duration and termination

These [redacted]. [redacted].

15. Assignment

Give careful thought to this. Consider the circumstances on both sides [redacted]. [redacted], [redacted], [redacted].

16. Uncontrollable events

Often referred to as "force [redacted]". [redacted].

17. Miscellaneous matters

A number of special points. We have identified each of these as [redacted]. [redacted], [redacted]. [redacted]. [redacted].

End of notes

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