

IE-SGAsem01

Contract for services: self employed contractors

Dated: [date]

The Client: [Name]

The Contractor: [Name]

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This agreement is dated:

It is made between [Contractor's name]
of [address], ("the Contractor")
And
[Client name]
of [address], ("the Client")

Background

The purpose of this agreement is to regulate the relationship between the Client and the Contractor

The terms of this Agreement are:

1. Definitions that apply to this agreement:

"Assignment" means any piece of work or recurring work to be done from time to time by the Contractor for the Client.

4 .

"Confidential Information" means all information about the parties to this agreement but does not include information that it is reasonably necessary to disclose to a customer or other person in the usual course of business so far as that information is disclosed in those circumstances. It includes among other things: information about their staff, (including

); , , , , , .

"Detailed Specification" means a detailed specification of the

2. Interpretation

In this agreement unless the context otherwise requires:

- 2.1. a reference to a person includes a ,
- 2.2. any agreement by any party not to do or
- 2.3. all money sums mentioned in this ,
- 2.4. In entering into this contract

3. Client warranties

The Client warrants that he:

- 3.1. holds and will maintain one or
- 3.2. will provide a safe place
- 3.3. has made arrangements with relevant third parties, statutory , ,
- 3.4. will arrange with his employees

4. Assignments

- 4.1. The work under
- 4.2. The Detailed , :

- 4.2.1 the work to be done;
 - 4.2.2 the outcomes to be expected;
 - 4.2.3 the timescale and milestones;
 - 4.2.4 the method
;
 - 4.2.5 the hours of work or fixed price;
 - 4.2.6 special requirements as to payment.
- 4.3. So far as the Client offers one or
- 4.4. The Contractor may accept or decline any
- 4.5. By accepting an Assignment the Contractor agrees
- 4.6. The Contractor acknowledges that this agreement
- 4.7. *[Upon completion of any Assignment, the Contractor*
.]
- 4.8. Unless otherwise stated in any

5. Contractor's fees and expenses

- 5.1. Unless specified to the
- 5.1.1 the sum of €[]

OR

5.1.2 at the rate of €[000] per

€ [000]

5.2. After the end of each month the Contractor will send an

5.3. Each invoice submitted to the Client for

5.4. Payment of the sum specified in the
[14]

5.5. The Contractor shall at all times maintain accurate and up-to-date records of the time

15

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

OR

5.7. The Contractor will personally bear

5.8. The Contractor shall be entitled after [28] days notice to the Client and
12

[5] %

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

6. Confidentiality

6.1. The parties are aware that from time

6.2. The parties hereby undertake for themselves and every employee or sub-contractor whose services they may use

(

)

6.3. Both the Contractor and the Client hereby undertake to the other to make all relevant employees agents and

7. Use of sub-contractors

The Contractor may perform any or

7.1. first obtains the written consent

OR

7.2. first obtains the written consent of the Client

7.3. remains liable for the performance of this contract;

7.4. indemnifies the Client fully against any loss or

OR

7.5. [This contract /]
[] .

OR

7.6. So far as work under this [] .

OR

7.7. shall not sub-contract

8. Disclaimers and limitation of liability

8.1. The law differs from one

8.2. All implied conditions,

8.3. The following provisions set out the Contractor's entire () :

8.3.1 any breach of ;

8.3.2

8.4.

8.5.

OR

8.6.

€[10 , 0000].

8.7.

(

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8.8.

8.9.

[28]

8.10.

8.11.

8.12.

8.13.

(

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8.14.

9. Duration and termination

This agreement shall continue until terminated:

9.1. [28]

;

9.2.

[28]

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9.3.

[30]

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9.4.

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9.5.

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10. Assignment

10.1.

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10.1.1

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11. Uncontrollable events

11.1.

, [].

OR

11.2.

[]

OR

11.3.

[],

[7]

11.4.

11.5.

11.6.

/].

11.7.

];

[. . . .

11.8.

11.9.

[30] , [

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11.10.

11.11.

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12. Miscellaneous matters

12.1.

12.2.

12.3.

12.4.

12.5.

12.6.

12.7.

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(, [/)

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12.8.

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It shall be deemed to have been delivered:

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12.9.

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12.10.

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12.11.

12.12.

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

Signed by the Contractor:

Explanatory notes:

Contract for services: self employed contractors

Comments specific to the numbered paragraphs

1. Definitions

We have no comment.

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 agreement and has been included for a purpose.

3. Client warranties

You need to be safe and sure. You may think of other requirements you need in your particular Assignments. Remember that if you might need in future,

4. Assignments

A full description of each Assignment should be provided in a schedule (a separate document that is attached) to this document.

This document allows for further assignments to be undertaken. It is important that each assignment refers to this contract by reference

“The work described and agreed in this document will be done []”

The second half of this clause relates to work undertaken by other people such as your employees or subcontractors. Even if work on an assignment will be done by you ,

“ ”

5. 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

6. Confidentiality

A useful provision for both sides. Neither side

7. Use of sub-contractors

This important issue should be covered carefully. You may fully intend to do the work personally but what happens

8. Disclaimers and limitation of liability

The law is complicated and much depends on the facts of each case. Our best advice to you is to include these disclaimers so far as they apply to your business, but do not

You will see that we have also included in the provision for your employees and others to have the same protection. One way to get around disclaimer provisions is

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

9. Duration and termination

We have no comment.

10. Assignment

Give careful thought to this. Consider the circumstances on both sides

11. Uncontrollable events

Often referred to as “force majeure”.

12. Miscellaneous matters

A number of special points. We have identified each of these as

End of notes