

UK-SGAsem01

Contract for services: self employed contractor: contractor version

Dated: [\[date\]](#)

The Contractor: [\[Name\]](#)

The Client: [\[Name\]](#)

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Schedule 1: Data Protection Act 2018 Compliance

- [illegible]

5. Assignments

- 5.1. The work under each Assignment shall be set ■■■■■■■■■■■■
■■■■■■■■.
- 5.2. The Detailed Specification shall describe, ■■■■■■■■■■ :

 - 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 of calculating money due ■■■■■■■■■■ ;
 - 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 further Assignments to the Contractor they are deemed to ■■■■■■■■■■
■■■■■■■■.
- 5.4. The Contractor may accept or decline any Assignment. Once accepted, each Assignment will ■■■■■■■■■■
■■■■■■■■.
- 5.5. By accepting an Assignment the Contractor agrees to provide staff of an appropriate level of ■■■■■■■■■■
■■■■■■■■.
- 5.6. The Contractor acknowledges that this agreement imposes no obligation on the Client to ■■■■■■■■■■
■■■■■■■.

- [illegible]

6. Contractor's fees and expenses

- 6.1. Unless specified to the contrary in any Detailed Specification, the Client will pay the Contractor the sum ■■■■ £ [■■■■] ■■■■ ■■■■ ■■■■ ■■■■ .

OR

[illegible]

- 6.2. After the end of each month the Contractor will send an invoice to the Client for work done during that month.
- 6.3. Each invoice submitted to the Client for time charged by the hour shall contain a breakdown
- 6.4. Payment of the sum specified in the invoice will be made by the Client within [14]
- 6.5. The Contractor shall at all times maintain accurate and up-to-date records of the time spent by his staff upon each Assignment, both in respect of work charged by the hour and work
- 15
- 6.6. The invoice shall include whatever reasonable expenses the Contractor has incurred in working on any Assignment [provided such expenses have been approved in] [].

OR

- 6.7. The Contractor will personally bear
-

- [illegible]

7. Taxation

- [illegible]

8. Confidentiality

- [illegible]

- 8.2.1 not divulge to any person whatever or otherwise make ()
- 8.2.2 comply with the law , ,
- 8.3. Both the Contractor and the Client hereby undertake to the other to make all relevant employees, agents -
- 8.4. The Contractor agrees that he will process personal data as required by the Act, [1].

9. Intellectual Property

- 9.1. This agreement shall have no effect .
- 9.2. The Contractor may use whatever .
- 9.3. The Contractor shall use and contribute to the Assignment such of his own Intellectual Property as .

10. Contractor's use of sub-contractors

The Contractor may perform any or _____
_____ - _____ :

14. Duration and termination

14.1. This agreement shall continue until terminated:

14.1.1 by one party giving [28] ■■■■■■■■■■■■■■■■■■■■■■■■
■■■■■■■■■■■■■■;■■■■

[illegible][illegible]

14.1.4 immediately if either party is declared bankrupt or insolvent; or has taken or _____ , _____ , _____ ; _____

[illegible]

15. Assignment

Neither party may assign, delegate, sub-contract, mortgage, ■■■■■■■■■■
 ■■■■■■■■■■
 ■■■■■■■■■■
 ■■■■■■■■■■, ■■■■■■■■■■:

a party may assign and transfer all his rights and obligations under this agreement to _____, _____, _____, _____.

16. Uncontrollable events

[illegible]

OR

16.2. If this agreement cannot be performed or its obligations fulfilled for any reason beyond either [] , ,

OR

[illegible]

16.4. The Contractor remains liable for any delay or failure by a sub-
 ,
 ,
 .








16.5. A termination notice is _____
_____ - _____.

16.6. If the agreement is , [/].

[illegible]

16.8. Costs arising from the
.....:

[illegible]

3.4. 







[illegible][illegible][illegible]

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[illegible]







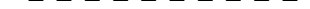


































































































Examples of such measures are:

[illegible][illegible][illegible]

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4. Post termination

4.1. ■■■■■■■■■■ - ■■■■■■■■ , ■■■■■■
■■■■■■■■■ :

4.1.1. 









































































































[illegible]

4.1.3. \dots
 \dots
 \dots ;

4.1.4. ■■■■■■ 14 ■■■■■■
 ■■■■■■
 ■■ .

[illegible]

5. Warranty and acceptance of liability

[illegible][illegible]

Data Processing Activities

1. The Contractor shall process this basic personal data

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[illegible]

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 ■■■■■■■■■■
■■■;
 - 1.3. the service requires giving you access to personal data of a set of individuals. Those people are most likely to be your client's customers or clients. They may alternatively be employees, associates, members ■■■■■■■■■■. ■■■■■■■■■■. ■■■■■■■■■■.
2. The General Data Protection Regulation (GDPR) was enacted in the UK in the Data Protection Act 2018. It takes no account of the size of a business nor of the cost of compliance. As a result, there is no alternative other than to use specific text you need in order to comply, even if it seems too much. As you will see below, there ■■■■■■■■■■. ■■■■■■■■■■. ■■■■■■■■■■.
3. If you have access to personal data, then you, as recipient "process" that data even if all that happens is that the data arrives on your computer or phone. No positive action is required - simply receiving the ■■■■■■■■■■. ■■■■■■■■■■.
4. Note that HMRC 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 a ■■■■■■■■■■. ■■■■■.
5. The way the document is structured, you should remember to issue a detailed specification. Call it an "■■■■" ■■■■■■■■■■.

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 ■■■■■■
■■■■■■■■■■■■■■■■■■■■.

[illegible][illegible]

2. Interpretation

[illegible]

3. Contractor's status

[illegible]

4. Client warranties

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

5. Assignments

[illegible]

..... [.....
.....]."

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

This document allows for further assignments to be undertaken. It is important that
..... , :

Leave the provision regarding using your additional staff.
..... -

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
.....
..... , ,
..... .

7. Taxation

This paragraph also emphasises your self-employed status.
..... .

8. Confidentiality

A useful provision for both sides. Neither side
..... .

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
.....
.....
..... .

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

10. Contractor's use of sub-contractors

Plenty of options here. ■■■■■■■■■■■■■■■■■■■■.

11. Contractor's warranties as to work

These warranties are reasonable and may be required by your client.

However, this $\frac{1}{2} \frac{d}{dt} \int_{\mathbb{R}^n} |u|^2 dx = - \int_{\mathbb{R}^n} |u|^2 \Delta u dx$, $\frac{1}{2} \frac{d}{dt} \int_{\mathbb{R}^n} |u|^2 dx = - \int_{\mathbb{R}^n} |u|^2 \Delta u dx$.

12. Disclaimers and limitation of liability

This is very tough on your client. He will probably ■■■■■■■■■■

[illegible]

The law is complicated and much depends on the ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

[illegible][illegible][illegible]

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

[illegible][illegible]

□ □ □ □ □ □ .

13. Insurance

This is a reasonable requirement by a ■■■■ , ■■■■■■■■■■■■■■■■■■■■■■

[illegible]

14. Duration and termination

These ■■■■■■■■■■.■■■■■■■■■■.

15. Assignment

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

[illegible]

