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

This agreement is dated:

It is made between:

[Contractor's name]

Of [address], $(\blacksquare \blacksquare \blacksquare \blacksquare " \blacksquare \blacksquare \blacksquare ")$

And

[Client name]

Of [address], $(\blacksquare \blacksquare \blacksquare \blacksquare " \blacksquare \blacksquare \blacksquare ")$

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

"Act" means the Data Protection Act 2018.

"Assignment" means any piece of work or recurring work to

be done from time to •••••••••

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"Confidential Information"

means all information about the parties including personal data, as defined in applicable law, owned by any data subject whom a party to

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

It includes among other things:

information about their staff, (including their personal contact information); businesses, methods of doing business,

. . . . ,

information about suppliers, agents, ■ ■ ■ ■

........

| | It does not include information it is reasonably necessary to disclose to a customer or other person in the usual course of ■ ■ ■ ■ ■ ■ ■ |
|--------------------------|---|
| "Detailed Specification" | means a detailed specification of the |
| | |

2. Interpretation

In this agreement unless the context otherwise requires:

3. Contractor's status

........

4. Client warranties

The Client warrants that he:

| 4.1. | holds and will maintain one or more policies of insurance covering all business risks |
|------|--|
| 4.2. | will provide a safe place of work wherever the Contractor may ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ |
| 4.3. | has made arrangements with relevant third parties, statutory authorities and any other relevant authority, for permissions, licences • • • • • • |
| 4.4. | will arrange with his employees and contractors to facilitate the work ■ |
| Ass | ignments |
| 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 |

| | 5.7. | [Upon completion of any Assignment, the Contractor shall write a record of the work done recording any divergence ••••••••••••••••••••••••••••••••••• |
|----|------|--|
| | 5.8. | Unless otherwise stated in any Detailed Specification, the terms set ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ |
| 6. | Con | ntractor's fees and expenses |
| | 6.1. | Unless specified to the contrary in any Detailed Specification, the Client will pay the Contractor the sum $\blacksquare \blacksquare \blacksquare \pounds [\blacksquare \blacksquare \blacksquare$ |
| | OR | |
| | | at the rate of £ [000] per day for his own time and for the time of other $\blacksquare \blacksquare \blacksquare$ |
| | 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 |

| | 6.8. | The Contractor shall be entitled after [28] days notice to the Client and | | | |
|----|------|---|--|--|--|
| | 6.9. | The Contractor reserves the right to charge the Client interest in respect of the late payment of any money (| | | |
| 7. | Tax | ation | | | |
| | 7.1. | Sums payable under this agreement do not | | | |
| | 7.2. | If the Client is obliged by the law of any applicable jurisdiction to withhold part or all of money due | | | |
| | 7.3. | The Contractor agrees that he will be responsible for his own income and other tax liability and national | | | |
| 8. | Cor | Confidentiality | | | |
| | 8.1. | The parties are aware that from time • • • • • • • • • • • • • • • • • • • | | | |
| | 8.2. | The parties hereby undertake for themselves and every employee | | | |
| | | | | | |

| | | 8.2.1 | not divulge to any person whatever or otherwise make •••••••••••••••••••••••••••••••••••• |
|-----|-------|-----------|---|
| | | 8.2.2 | comply with the law • • • • • • , • • • • , • • • • • • • |
| | 8.3. | | ne Contractor and the Client hereby undertake to the other to all relevant employees, agents |
| | 8.4. | by the | ontractor agrees that he will process personal data as required Act, •••••••••••••••••••••••••••••••••••• |
| 9. | Inte | llectu | al Property |
| | 9.1. | This a | greement shall have no effect • • • • • • • • • • • • • • • • • • • |
| | 9.2. | The Co | ontractor may use whatever = = = = = = = = = = = = = . |
| | 9.3. | | ontractor shall use and contribute to the Assignment such of his tellectual Property as |
| 10. | Con | tracto | or's use of sub-contractors |
| | The C | Contracto | or may perform any or • • • • • • • • • • • • • • • • • • |

| | 10.1. | first obt | tains the written consent • • • • • • • • • • • • • • • • • • • |
|-----|-------|---------------|--|
| | OR | | |
| | 10.2. | | tains the written consent of the Client |
| | | | |
| | | remain | s liable for the performance of this contract; |
| | OR | | |
| | 10.4. | | ontract / • • • • • •] • • • • • • • • • • • • |
| | OR | | |
| | 10.5. | | as work under this = = = = = = = = = = = = = = = = = = = |
| | OR | | |
| | 10.6. | shall no | ot sub-contract = = = = = = = = = = = = = = = = = = = |
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| 11. | Con | tracto | r's warranties as to work |
| | The C | Contracto | or warrants as follows: |
| | 11.1. | The As ■ : | signment |
| | | 11.1.1 | meet the Detailed Specification; |
| | | 11.1.2 | not infringe = = = = = = = = = = = = = = = = = = = |
| | | 11.1.3 | comply with all applicable laws and regulations; |
| | | 11.1.4 | not incorporate into any created work, any text, software, ■ ■ ■ |
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| | 11.2. | |
|-----|-------|--|
| 12. | Disc | claimers and limitation of liability |
| | 12.1. | The law differs from one |
| | 12.2. | In this paragraph, "Default" means |
| | | 12.2.1 any breach of ••••••••••••••••••••••••••••••••••• |
| | | 12.2.2 any representation, statement or other |
| | 12.3. | All implied conditions, |
| | 12.4. | The Contractor shall not be liable to the Client in respect of any loss of profits goodwill or any type of special |
| | | |
| | 12.5. | The Contractor's entire liability for a Default shall be limited |
| | OR | |
| | 12.6. | The Contractor's entire liability in respect • • • • • £[10, 000]. |
| | 12.7. | If a number of Defaults give rise to |
| | 12.8. | The Client agrees to give the |

| | 12.9. | | ontractor shall have no liability to the Client in respect of any cunless the Client |
|-----|-------|----------------------------|---|
| | 12.10 | The Co | ontractor shall not be liable to the Client |
| | 12.11 | the liab | aragraph (and any other paragraph which excludes or restricts bility of the Contractor) applies to the 1999 / 1999 |
| 40 | | •••• | g in this agreement shall limit |
| 13. | Insu | irance | |
| | | | |
| | 13.1. | The Co | ontractor will take = = = = = = = = : |
| | 13.1. | •••• | general business liability • • • • • • • • • • £[1 , 000 , 000]; |
| | 13.1. | 13.1.1 | general business liability = = = = = = = = £[1, |
| | 13.1. | 13.1.1 13.1.2 | general business liability \blacksquare |
| | 13.1. | 13.1.1 13.1.2 13.1.3 | general business liability \blacksquare |

14. Duration and termination

| 14.1. | This ag | reement shall continue until terminated: |
|--|------------|--|
| | 14.1.1 | by one party giving [28] • • • • • • • • • • • • • • • • • • |
| | 14.1.2 | immediately by the Contractor if the Client fails to pay any ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ |
| | | ; |
| | 14.1.3 | immediately by either party if the other commits any material breach of any term |
| | | |
| | 14.1.4 | immediately if either party is declared bankrupt or insolvent; or has taken or |
| | | |
| 14.2. | Without | regard to the reason why this agreement ends, the Client |
| | | |
| Assi | gnme | nt |
| Neithe | er party r | may assign, delegate, sub-contract, mortgage, ■ ■ ■ ■ ■ ■ ■ ■ |
| • • • • | | ••,••••••: |
| a party may assign and transfer all his rights and obligations under this agreement to | | |
| | | |

16. Uncontrollable events

| 16.1. | Neither party shall be liable for any failure or delay in , [|
|-------|---|
| OR | |
| 16.2. | If this agreement cannot be performed or its obligations fulfilled for any reason beyond either • • • • • • • • • • • • • • • • • • • |
| OR | |
| 16.3. | If any uncontrollable event delays or prevents the performance of the obligations of either party for a continuous • • • • • • • • • • • • • • • • • • • |
| 16.4. | The Contractor remains liable for any delay or failure by a sub- |
| 16.5. | A termination notice is \blacksquare |
| 16.6. | If the agreement is \blacksquare \blacksquare \blacksquare \blacksquare , \blacksquare |
| 16.7. | If the agreement is terminated, all money • • • • • • • • • • • • • • • • • • • |
| 16.8. | Costs arising from the |
| 16.9. | Regardless of the reason for stoppage or delay, if it continues • • • • • • • • • • • • • • • • • • • |

| | 16.10 | . The party claiming to be affected by an |
|-----|-------|---|
| | 16.11 | . So long as the uncontrollable event continues the Client may contract |
| 17. | Miso | cellaneous matters |
| | 17.1. | No amendment or variation to this agreement |
| | 17.2. | So far as any time, date or period |
| | 17.3. | Any obligation in this agreement |
| | 17.4. | No failure or delay by any party to exercise any right, |
| | 17.5. | Any communication to be served on either of the parties |
| | | It shall be deemed to have been delivered: |
| | | If delivered = = = = = = : = = = = = = = = = = = = |
| | | If sent by post = = = = = = = = = : = = = 72 = = = = = ; |
| | | If sent by e-mail to the address from which the receiving party has last sent e-mail: |
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| 17.6. | In the event of a dispute between the parties |
| | |
| 17.7. | The validity, construction and performance of this agreement shall be governed by ••••••••••••••••••••••••••••••••••• |
| | |

Signed by the Contractor:

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

Schedule 1:Data Protection Act 2018 Compliance

| "Accesiate" | |
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| "Associate" | |
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| "!OO!" | |
| "ICO" | means the Information Commissioner's Office |
| "Data Protection Legislation" | means all or any of: (a) the GDPR, |
| Legisiation | (b) the applied GDPR, |
| | (c) the Act, |
| | (d) regulations made under the Act (■ ■ ■ ■) ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ |
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| 3. | | the Contractor shall process data | |
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| | 3.7.3. | | | | | | | | | |
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| | Examp | les of such | measure | es are: | | | | | |
| | 3.8.1. | the pseudo | onymisa | tion and | l encrypt | ion of per | sonal dat | a; | |
| | 3.8.2. | -, | | | | | | | |
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| 3.9. | | | | | | | | | |
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| | 3.9.3. | | | | | | | | |
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| | 3.9.4. |
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| 3.10. | |
| 3.11. | 24 |
| 3.12. | provide reasonable assistance to the Client in: 3.12.1. |
| | 3.12.2. |
| | 3.12.3. |
| | 3.12.4. |
| | 3.12.5. |
| | 3.12.6. |

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| | 4.1.1. | | | | | | | | | | | | | |
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Appendix 1 to Schedule 1

Data Processing Activities

What the Contractor may process in each category

| 1. | The C | Contractor shall process this basic personal data |
|----|-------|---|
| | 1.1. | Name |
| | 1.2. | Address |
| | 1.3. | Email address |
| | 1.4. | Date of birth |
| | 1.5. | |
| | 1.6. | [• • • • • • • • • • • • • • • • • • • |
| 2. | | |
| | 2.1. | |
| | 2.2. | |
| 3. | | |
| | 3.1. | |
| | 3.2. | |
| 4. | Reter | ntion period |
| | 4.1. | : |
| | | 4.1.1. for accounting and taxation purposes; |
| | | 4.1.2. |
| | | 4.1.3. |

4.2.

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 D of the speci | General Data Protection Regulation (GDPR) was enacted in the UK in ata Protection Act 2018. It takes no account of the size of a business not cost of compliance. As a result, there is no alternative other than to use fic text you need in order to comply, even if it seems too much. As you 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 a employee simply by using this contract or any other. However, this contract will be a E E E E E E E E E E E E E E E E E E | | | | | | | | |
| 5. | | vay the document is structured, you should remember to issue a detailed | | | | | | | |

Paragraph specific notes:

Notes numbering refers to paragraph numbers.

1. Definitions

2.

3.

4.

| You should first decide on the contents of the document, then return to check what definitions are needed and whether they really ••••••••••••••••••••••••••••••••••• |
|--|
| 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 |
| Remember too, that when a word or phrase is defined, the defined meaning capitalised, takes precedence over the |
| 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. |
| 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 HMRC is as to the place of work. Lengthy |
| |
| Client warranties |
| These provisions are mere examples of matters you may want your client to deal with. By all means add others. |
| |
| 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 |

| | ■ ■]." |
|----|---|
| | 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 |
| | |

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 However, | | | | |
| 12. | Disclaimers and limitation of liability | | | | |
| | This is very tough on your client. He will probably | | | | |
| | The law is complicated and much depends on the | | | | |
| | | | | | |
| | If you are dealing as ••••••, •••••••••••••••••••••••••••• | | | | |
| | As drawn, you have very little liability. The extent to which you are able to ■ ■ | | | | |
| | | | | | |
| | Rights of Third | | | | |
| 13. | Insurance | | | | |
| | This is a reasonable requirement by a • • • • • • • • • • • • • • • • • • | | | | |
| 14. | Duration and termination | | | | |
| | These • • • • • • • • • • • • • • • • • • | | | | |
| 15. | Assignment | | | | |
| | Give careful thought to this. Consider the circumstances on both sides \blacksquare \blacksquare | | | | |

| | | | ••••• | •••• |
|---------------------|---------------------------|--------------------------|-------------------|-----------|
| 16. Uncontroll | lable events | | | |
| Often refer | red to as "force ■ ■ ■ | " | | ••••• |
| | | | | |
| 17. Miscellane | eous matters | | | |
| A number o | of special points. We ha | ve identified eac | h of these as ■ ∎ | |
| | | | | |
| | | | | •••• |
| Schedule 1:Data | Protection Act 2018 C | ompliance | | |
| | s have been drawn with | • | are • • • • • | |
| | | | | |
| | | ••••• | | |
| | arrangement (unusually) | | | |
| | | | | |
| •••••• | | | | |
| It should not be no | ecessary to incorporate | provision = = = : | | |
| | | • • • • • • • • • | | • • • • • |
| No provision in thi | is section should be edit | ed unless it ■ ■ | | |
| | | | | |
| ••••• | ••••• | | | |
| | s a series of lists | | | |

End of notes