

# SELF-EMPLOYED CONTRACT FOR SERVICES

## THIS CONTRACT FOR SERVICES

Is made between **Guru Cleaning Properties LTD** of 10Thicket Court, Thicket Road, SUTTON, SM1 4PZ (“The Supplier”)

And (“The Subcontractor”)

## **Background**

- A. The Supplier’s Business is in the Cleaning Industry.
- B. The Supplier and the Subcontractor agree that if the Subcontractor offers to make his services available to the Supplier and is engaged by the Supplier, the terms and conditions in this Contract for Services shall apply.

## **Operative Provisions**

1. The Subcontractor shall act in a professional workmanlike way at all times while carrying out the Services for the Supplier.
2. The Supplier acknowledges that will not have first call on the services of the Subcontractor in priority to any third party.
3. The Subcontractor will not represent himself as a servant or employee of the Supplier at any time, but as an independent subcontractor in business on his own account engaged by the Supplier for the specific purpose of providing the Services.

## **Payment for the services**

4. The Subcontractor will bill the client for full invoice price of which the Subcontractor agrees to pay on daily basis agreed amount to the Supplier for introduction, training, administration and management.
5. The Subcontractor is responsible for all his travelling expenses to and from any location where he has been engaged to provide the Services.
6. The Subcontractor is responsible for his own Taxes and National Insurance contributions.
7. As an independent business, the Subcontractor agrees that it is not entitled to sick pay or any other payment for periods when the Services are not provided to the Supplier in any circumstances.
8. The Subcontractor will not be entitled to receive payment for Services cancelled or by reason of inclement weather.

## **Termination of this agreement**

9. This Agreement may be terminated by either party upon **7 days written notice** to the other party.

## **Miscellaneous**

10. 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.
11. Both parties agree this is intended to be a legally binding contract governing the nature of the contractual relationship between them.
12. Should the Supplier fail to enforce or apply any of the rights that it has under this Contract for Services, it shall not be construed that the Supplier 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 future.
13. This contract is governed by the laws of England and Wales.

## **Covenant 1.**

During the term of the Contract and for one (1) year after termination, the Subcontractor agrees not to engage in the following:

1. Soliciting the Suppliers customers, employees, staff, subcontractors, or prospects with services or products of a similar nature to those being sold by the Supplier or affiliates of the Supplier.
2. The Subcontractor agrees to not provide or introduce to any third parties (directly or indirectly related to the Subcontractor) any services and information about the clients of Guru Cleaning Properties Ltd. without written agreement by a director of Guru Cleaning Properties Ltd.
3. The Subcontractor agrees that the Supplier and his affiliates hold certain trade, business, and financial secrets in connection of the business. The Subcontractor covenants to not divulge to any party at any time, directly or indirectly, during the term of this agreement or afterwards unless directed by the Supplier, any information acquired by the Subcontractor about the Supplier or his affiliates, including but not limited to, customers list, documents, financial statements, correspondence, expenses, costs or other confidential information of any kind, or any other data that could be used by third parties to the disadvantage of the Supplier. This paragraph shall the term of the Contract for service.

## **Covenant 2.**

Company Rights on Breach:

If the Subcontractor breaches this covenant, the Supplier shall have the right, in addition to all other rights available hereunder and by law, to prevent the Subcontractor from continuing such breach.

In event of breach of this covenant the Subcontractor agrees to pay the Supplier **£500.00** for damages and losses.

The Subcontractor confirms that he/she has had opportunity to discuss and negotiate this Covenant fully and confirm his/her understanding and acceptance of it. If any part of this Covenant is declared invalid, then the Subcontractor agrees to be bound by a Covenant as near to the original as lawfully possible. This paragraph shall survive the term and termination of the Contract for service. The Subcontractor shall be liable for all costs of enforcement.

## **Covenant 3.**

No waiver of a right by the Supplier constitutes a waiver of any other right of the Supplier, and a temporary waiver by the Supplier does not constitute a permanent waiver or any additional temporary waiver. These Covenants may be modified only in writing and signed by the Subcontractor and the Supplier. If any portion of these Covenants are declared invalid, these Covenants shall continue in effect as if the invalid portion had never been part hereof.

**Guru Cleaning Properties LTD**

Signed: 

The Subcontractor:

Full name:

Signature:

Date: