This template has been provided the Scottish Council for Voluntary Organisations (SCVO).

Use of this model policy is entirely at your own risk. The policy should be adapted to suit your own organisational needs, and you should ensure if meets your own specific requirements. You should also check this policy is compliant with the law and your organisation’s governing document. No liability rests with SCVO.

For more information see our information on [using SCVO templates](https://scvo.scot/support/using-scvo-templates).

**Contract for Services – Independent Contractor Agreement**

**Note.** This agreement can be used as the basis where an individual is truly in business on their own account. There are many elements involved in the determination of this status including that the individual is not dependent on the organisation for work, may obtain work with other companies and is financially dependent on the success of their operation.

Agreement

Parties to the agreement:

[INSERT ORGANISATION NAME] referred to as ‘the Company’

Of

[INSERT ORGANISATION ADDRESS]

and

[INSERT NAME OF CONTRACTOR] referred to as ‘the Contractor’

Of

[INSERT ADDRESS OF CONTRACTOR].

For the purposes of this agreement, “Assignment” means the period during which the Contractor is engaged by the organisation to render services and/or work.

Unless the context requires otherwise references to the singular include the plural and references to the masculine include the feminine and vice versa.

The headings contained in the contract for services are for convenience only and do not affect their interpretation.

**The contract**

These terms constitute the contract between [INSERT ORGANISATION NAME] and the Contractor upon being signed on behalf of the Contractor and govern Assignments undertaken by the Contractor with the Company.

This contract is terminable on written notice by either party on not less than [INSERT NUMBER] months’ notice.

**The services**

The Contractor shall provide [INSERT AS APPROPRIATE] services to the Company.

The failure by the Company to provide suitable Assignments for the Contractor shall not give rise to any liability on the part of the Company. The Contractor recognises that there may be periods between Assignments when no Assignments are available.

The Contractor shall not be obliged to accept an Assignment offered by the Company, nor is the Company obliged to offer such Assignments to the Contractor.

Specifically, both the Contractor and the Company declare that no mutuality of obligation whatsoever is created or implied either during the course of this contract for services or during any period when Assignments are not available.

**Facilities and equipment**

Suitable facilities will be provided by the Company where necessary for the Contractor to perform the agreed duties. Contractors are expected to provide their own tools/equipment, however, the Company may provide such, as follows: [INSERT DETAILS]. The Contractor should not regard any Company property as his/her own and all such equipment provided by the Company must be returned on termination of this agreement. This may include, but is not limited to, any documents, books or other materials.

No administrative support will be provided for use by the Contractor, and the Contractor must make his/her own arrangements in this regard. Similarly, no business material such as but not limited to telephone, car/other vehicle or stationery will be provided.

The Company may require production of evidence that shows the deletion from any storage device of any confidential electronic or magnetic information provided to the Contractor for the performance of his/her duties during Assignments.

**Substitution**

The Contractor shall send a substitute of equivalent skill and expertise to perform the works or to hire assistance to complete the works. However, the services are normally to be provided by the Contractor personally. If no substitute can be sent in the absence of the Contractor because of illness or injury, the Contractor must inform the Company at their earliest possible convenience.

In the event that the Contractor sends a substitute or delegate or hires assistance, the Contractor will be solely responsible for the payment and control of the substitute or delegate or hired assistance and the Company will have no legal, contractual or financial relationship with such substitute or delegate or hired assistance.

**Other activities of the Contractor**

The Contractor may undertake work for any other organisation at any time, whether before, during or after this Assignment, and the undertaking of such work will not preclude the Company offering the Contractor additional Assignments as and when they become available. The Company acknowledges and agrees that the Contractor cannot be required to give the Company any priority over any other client.

**Data protection**

The Company collects and processes certain types of data about you and does so in line with data protection legislation that is in force from time to time. Please read the Company’s Privacy Notice for Contractors which is attached to this document for more information about the types of data processed and the reasons for the processing.

Where you, as part of the provision of your services, process data on behalf of the Company, you are acting as a data processor. You understand your responsibilities in relation to data protection legislation and have in place appropriate technical and organisational measures to ensure data is processed in accordance with those responsibilities.

**Termination**

The Company reserves the right to terminate, or suspend, this agreement in the event the Contractor:

* engages in any conduct detrimental to the interests of the Company which includes any conduct tending to bring the Company into disrepute or which results in the loss of custom or business.
* fails to perform the assignment with all due care and attention to the reasonably required standard. The Company reserves the right to withhold all or part of a payment, or to make part payment, in respect of any work reasonably deemed to be substandard.
* wilfully neglects to undertake the duties assigned.
* within [insert number of days] of notification, does not take relevant steps to remedy any faulty work identified by the Company.
* fails to take all reasonable steps to safeguard the safety of any person who may be affected by its actions on the Assignment.
* fails to comply with any rules or obligations in force at the premises where services are performed during Assignments to the extent they are reasonably applicable.
* fails to furnish the Company with any progress reports as may be requested from time to time.
* fails to notify the Company forthwith in writing if it should become insolvent, dissolved or subject to a winding up petition.
* fails to comply with any provision of this agreement where, subsequent to notification of such failure, non-compliance continues for a period of longer than [insert time period].
* purports to assign the benefit or burden of this agreement.

In addition, the following may lead to the termination, or suspension, of this agreement:

* the death of the Contractor, or
* inability of the Contractor to perform duties assigned for any reason including sickness or injury exceeding a total of [insert number] weeks in any period of [INSERT NUMBER] weeks.

The Contractor may immediately terminate this agreement by providing notification to the Company and bear no liability for compensation or damages if:

* the Company does not comply with a term or condition of this agreement for a period of [INSERT NUMBER] days subsequent to the Contractor’s initial notification of such failure to comply.
* the Company purports to assign the benefit or burden of this agreement.

**Confidentiality**

In order to protect the confidentiality and trade secrets of the Company and without prejudice to every other duty to keep secret all information given to it or gained in confidence, the Contractor agrees on its own part and on behalf of its Staff as follows:

* not at any time whether during or after an Assignment (unless expressly so authorised by the Company as a necessary part of the performance of its duties) to disclose to any person or to make use of any of the trade secrets or confidential information of the Company.
* to deliver up to the Company (as directed) at the end of each Assignment all documents and other materials created by it or their staff during the course of the Assignment.
* not at any time to make any copy, abstract, summary or précis of the whole or any part of any document or other material belonging to the Company except when required to do so in the course of its duties under an Assignment in which event any such item shall belong to the Company as appropriate.

You shall make yourself aware of the Company’s policies in relation to compliance with data protection legislation that is in force from time to time and undertake to act in accordance with these at all times, including exercising reasonable care to keep safe all documentary or other material containing confidential information. You shall inform the Company immediately upon discovery of a data breach.

**Payment**

The Company will pay the Contractor at the rate of £[INSERT AMOUNT] per hour/day/month/assignment payable in arrears. This amount does not include an amount representing VAT. The Contractor should submit VAT invoices to [insert details], in relation to a relevant assignment, which set out the agreed fee payable by the Company for the services provided. The invoice must include itemised information detailing how the total invoice amount is arrived at.

Payment will be made within [INSERT NUMBER] days of receipt of an itemised invoice. The Company shall not be obliged to pay any fees to the Contractor unless invoices have been properly submitted by the Contractor.

Payment will only be made for such days upon which it has been previously agreed that services will be provided by the Contractor or replacement, and no other day will attract payment.

All expenses, e.g. in connection with travel or accommodation, incurred by the Contractor in relation to the performance of the Contractor’s duties are covered by the agreed payment rate and no expenses will be reimbursed.

The Contractor shall be liable for any loss, damage or injury to any party resulting from the negligent acts or omissions of its staff/delegates during an Assignment. The Contractor shall ensure the provision of adequate Employer’s Liability Insurance, Public Liability Insurance and any other suitable policies of insurance in respect of the Contractor and its staff/delegates during an Assignment and shall make a copy of the policy available to the Company upon request.

**Tax contributions**

The Contractor shall be responsible for any PAYE Income Tax and National Insurance Contributions and any other taxes and deductions payable in respect of its employees, officers, or representatives for any Assignment.

The Company requires the Contractor to immediately reimburse the Company in relation to any income tax or other such contributions paid by the Company for any reason.

**Miscellaneous**

The Contractor is not entitled to any paid leave of absence for reasons of sickness, injury or holiday or for any other reason from the Company. The Contractor is not entitled to any of the statutory rights extended to an employee as defined by Section 230 of the Employment Rights Act 1996 and set out in that Act as a whole.

These terms constitute the whole agreement between the Company and the Contractor upon being signed on behalf of the Contractor and govern Assignments undertaken by the Contractor with the Company. No variation or alteration to the terms shall be valid unless approved in writing by both parties to the agreement, who represent the only parties who can rightfully enforce any of its provisions.

**Signed for and on behalf of the Company:**

Position:

Date: [INSERT DATE]

**Signed by Contractor:**

Date: [INSERT DATE]