

# APPLICATION FORM

## SOLE TRADER SERVICE



Please complete this form using clear block capitals

### ■ Personal details

Title:	Forename:	Surname:
Address:	Home phone:	
	Work phone:	
	Mobile phone:	
	Email address:	
	Date of Birth:	
Post code:		
Occupation:	VAT number:	(if applicable)
Nationality:	NI number:	
How did you hear about us?	UTR number:	

### ■ Banking details Please use block capitals and ensure all entries are legible or your payments could be delayed

Name of bank and branch:		
Name of account holder:		
Branch sort code:	-	-
Bank account number:		
Building society reference:		

### ■ Invoicing details

Client name:	Client name:
Address:	Address:
Post code:	Post code:
Contact name:	Contact name:
Phone /Fax:	Phone /Fax:

### ■ Billing rates

Rate:	per hour / day:	Overtime rate:	per hour / day:
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### ■ My agreement

1. I confirm that the information supplied is correct and that I have been made aware of the charges that may apply.
2. Having reviewed the way in which I supply my services, I confirm that such services are of a self-employed nature.
3. I hereby agree that by signing this application I agree to the enclosed QIS Terms & Conditions.

Signature:

Date:

Ref:



### Terms & Conditions of Service

1. The parties to this contract are Quay Income Solutions Limited of International House, 38 Thistle Street, Edinburgh EH2 1EN (hereinafter the Company), and of (hereinafter the Contractor).
2. The Contractor agrees that this is a Contract for Services and not a Contract of Employment.
3. As this is a self employed contract, the Contractor is not entitled to sick pay, holiday pay or any form of employment protection other than stating that they should be fully aware of their standard work place Health and Safety requirements and any insurance requirements their clients may require them to hold.
4. The Contractor should be entitled to send a substitute or delegate at his absolute discretion to undertake the services to be provided, although the Contractor will be responsible for paying the substitute or delegate, and for the quality of their work. In the event of the Contractor being unable to carry out contracted work, and where requested by the Company, the Subcontractor is obliged to supply a substitute.
5. The Contractor is entitled to hire assistance at his own expense. The Contractor will be responsible for the cost of such assistance and the quality of the assistants work.
6. The Company will not control, nor have any right to control, in any detailed manner, how the Contractor is to fulfill his obligations, and the Contractor will use his/her own initiative to complete the services to be rendered to their Clients' satisfaction
7. The Company will not set hours to be worked by the Contractor. The Contractor can choose how and when to complete the services to be rendered so long as performance is satisfactory.
8. The Contractor will be paid on a basis to be agreed between the Contractor and the Client less the agreed QIS fee reviewed from time to time.
9. The Contractor will be able to benefit from his own efforts and sound management.
10. For the purposes of clarity both the Company and the Contractor consider and intend this business relationship to be one of self employment and not one of master and servant. Both parties consider the Contractor to be in business on his own account.
11. The Contractor is responsible for all his/her own statutory payments. Any statutory liability or penalties incurred by the Contractor before, during or after the term of this contract are solely the responsibility of the Contractor.
12. The Contractor acknowledges that they are responsible for all their own statutory filings and associated payments and for completing their own annual Self-Assessment.
13. The Contractor acknowledges and agrees that fees apply to this QIS service. These fees are calculated on the value of each invoice raised to the Client exclusive of VAT.
14. The Contractor is responsible for maintaining public liability insurance or any other insurance required by their Client.
15. The Contractor is responsible for providing his/her own overalls, protective clothing, hand tools and consumables.
16. The Contractor will be responsible for correcting any defective work at his/her own cost.
17. Both parties acknowledge that the Contract for Services can be terminated at any time without notice and will be periodically reviewed in any event. The Contractor is not under an ongoing obligation to provide services and the Company is not under an ongoing obligation to contract for such services.
18. There is no restriction on the Contractor working for multiple Clients whilst this contract is in force, subject to the contract services being completed to the satisfaction of the Company.
19. Applicable Law - The Contract as well as its performance will be governed by and interpreted in accordance with the laws of England.
20. Resolving Disputes and Jurisdiction - Should any dispute arise between the parties they will endeavor to resolve the dispute in good faith by senior level negotiations. If the dispute is not resolved through negotiations an independent solicitor or accountant will be appointed to arbitrate in the first instance.
21. As with other Professional Services firms, we are required to identify our clients for the purposes of the UK anti-money laundering legislation. We may request from you, and retain, such information and documentation as we require for the purposes and/or make searches of appropriate databases.