



CONTRACT FOR SERVICES

This is an agreement between:

- (1) ("The Principal") – terptree ltd
- (2) ("The Contractor") – Communication Professional

to provide support as a Communication Professional as per our booking confirmation.

Please note that any booking placed hereafter is only ever accepted on the basis of these terms.

RECITALS

The Contractor is in business on their own account and has skills and abilities and can offer services which may be of use to the Principal from time to time.

The Principal and Contractor agree and intend that where the Contractor agrees to provide services to the Principal they will do so in accordance with the Operative Provisions of this Contract for Service.

OPERATIVE PROVISIONS

BOOKING PROCESS

1. The Principal will contact Contractors via telephone, email, terptree online or SMS. If a Contractor is interested in a booking, they should respond as soon as possible and inform the Principal of all the relevant fees and travel expenses.

The Principal will then inform the client of the Contractor's availability. The details of the booking will then be finalised and once everything has been agreed, the Contractor will receive a confirmation which will specify;

- a. Date and times of the booking
- b. What the booking is for
- c. Name of the Deaf and hearing clients (when available)
- d. Full address including post code
- e. Contact telephone number

The Principal will have contact with the client to gather as much preparation material and information as possible regarding the booking.

The Contractor is not permitted to accept bookings from clients at any time when they are booked with the Principal and should there be a request for subsequent bookings from the booking; the Principal should always be informed.

Should the Principal receive a complaint about a Contractor, they will be informed no later than 14 days of the booking.

If the matter is unable to be resolved by the Principal and the Contractor, it may be referred to the National Registers of Communication Professionals working with Deaf and Deafblind People (NRCPD).

THE CONTRACT WORKS, CONTRACT PRICE, SUBSTITUTION AND ASSOCIATED MATTERS

2. This Contract for Services shall commence and terminate in accordance with Clause 18 of this Contract for Services.
3. The Contractor agrees to provide sub contract Services to the Principal ("The Works").
4. The Contractor agrees to dress suitably and act in a professional manner at all times.
5. The Principal shall not control, nor have any right of control as to how the Contractor is to perform the Works.
6. The Contractor will use their own initiative in how the Works are to be completed.
7. The Contractor is not obliged to seek permission from the Principal to leave a site or workplace once the booking has finished and the Contractor is no longer required by any of the participants.
8. Should the Contractor wish to make any additional charges once at the Works, these must be negotiated with the client prior to commencement e.g. charge of additional hour. The Contractor must then notify The Principal immediately after the booking has finished. Only once the Principal has confirmed additional fees with the parties involved, can the Contractor amend their original quote.
9. Should the nature or condition of the Works differ significantly from that initially agreed at the outset of this Contract for Services, the Contractor reserves the right to withdraw their services. The Contractor must inform the clients
10. If the booking is not as described, the Contractor has the right to withdraw their services and receive full payment as per the agreed Contract.
11. The Contractor may not provide a substitute without prior approval of the Principal. Such approval is not to be unreasonably withheld.
12. Where a substitute or delegate is sent by the Contractor the Principal shall have the contractual, financial and legal relationship with the substitute or delegate.
13. The contract price for each booking will be negotiated and agreed between the Principal and Contractor on a verbal basis from time to time. Written tenders are not required.
14. The contract price for 'out of hours' bookings will be negotiated and agreed between the Principal and Contractor as required. The Contractor accepts that The Principal's 'Out of hours' Policy is 17.01 – 08.59. For Police work, the out of hours policy is 20.01 – 08.59.
15. Invoices should be submitted within three days of the booking. Invoices will be paid on the Friday following 30 days from the date the invoice is received. For each booking undertaken the invoice should detail interpreting fee and travel expenses incurred, separately.

Payments are made weekly on a Friday. A submitted invoice will be paid on the upcoming Friday of the invoice due date.

16. The Contractor agrees to complete timesheets when instructed by The Principal. Completed timesheets should be submitted within three days of the booking. Associated invoices will not be paid until The Principal has received said timesheet.

17. Should the Works need to be undertaken at a different site or location from that initially agreed at the outset of this Contract for Services, the Contractor should not unreasonably withhold their agreement. If the change of location affects the Contractor in reasonable ways, it is agreed that the Principal should seek another Contractor.

18. The Principal and Contractor agree and intend that the date of an Invoice for services rendered represents the termination of an individual Contract for Services, and that a new Contract for Services commences on the next day contract works are undertaken. All clauses in this Contract for Services will be operative during any such individual contract.

19. If the Principal cancels the Contractor, the following stands:

Seven calendar days or less notice	- full fee payable
Eight to fourteen calendar days notice	- half fee payable
Fifteen or more calendar days notice	- no fee

Should a cancelled booking be replaced with another booking which is agreed with the Contractor, there will be no cancellation fee.

If the Contractor cancels the booking, there will be no cancellation fee. Cancellations impact service delivery so should be made with as much notice as possible. Recurrent cancellations may affect the volume of work The Contractor receives from The Principal.

In the case of cancellations due to sickness or unforeseen circumstances, The Contractor is obligated to contact The Principal by telephone as soon as possible (24/7).

20. If the Contractor raises their rates, they should inform the Principal by 31 January to be implemented of April of that year.

21. The Contractor will be able to on request provide a copy of an up-to-date Disclosure and Barring Services (DBS) check.

FINANCIAL RISK

22. Defective work by the Contractor, their substitutes or hired assistance will be corrected by the Contractor at their own cost or in their own time.

23. The Contractor will not be entitled to receive holiday pay or Bank Holiday pay or special absence pay in any circumstances

24. The Contractor will not be entitled to receive sick pay in any circumstances. The Contractor will bear the cost of his own health insurance which he may arrange at his own discretion.

25. This Contract for Services can be immediately terminated by either party for whatever reason and no notice is required to be given.

26. The Principal is not obliged to offer ongoing contracts or Works to the Contractor nor is the Contractor obliged to accept such contracts or Works offered. The Contractor is not obliged to make their services available. Specifically, both parties accept that they do not wish to create or imply any mutuality of obligations whatsoever.

27. The Contractor accepts they have legal risk in respect of professional indemnity and will therefore pay the costs of professional indemnity insurance premiums. The Principal may request the Contractor to provide copies of this insurance documentation.

FREEDOM OF THE CONTRACTOR TO UNDERTAKE OTHER WORKS

28. The Contractor is free to undertake other Contracts for Services for other parties at any time before after or concurrently with this Contract for Services.

29. The Principal acknowledges and agrees that they do not have first call on the services of the Contractor and cannot require the Contractor to give them, the Principal any priority over another Principal.

30. The Contractor may advertise their services in any way they see fit and the Principal shall not raise any objection.

TAXATION AND NATIONAL INSURANCE

31. The Contractor as an independent person in business on their own account is responsible for their own tax and national insurance.

INTENTION OF BOTH PARTIES

32. Both parties agree and intend that this legal relationship is one of Principal and independent Contractor and specifically is not a relationship of master and servant or employer and employee.

LEGAL ADVICE AND OTHER MATTERS

33. Both parties hereby acknowledge that they have had an opportunity to take independent legal advice before agreeing to this Contract.

34. Both parties acknowledge that the Contract for Services is based on a standard contract. However, each clause has been considered on its own merits and the Parties intend and agree that their legal relationship is governed by this Contract for Services.

35. Both parties acknowledge that their contractual relationship is governed by this Contract for Services as a legally binding agreement.

36. Both parties acknowledge that this Contract for Services is the whole agreement governing the contractual relationship between them except for any subsequent verbal negotiations in accordance with clauses 10, 11 and 20 of this Contract for Services.

37. Words referring to the masculine are to include the feminine and vice versa.

38. This Contract is governed by the laws of England, Wales, Scotland or Northern Ireland as appropriate.

39. Breach of any clause or clauses in this contract will not void or annul this Contract for Services in a whole under any circumstances.

40. By receiving information about available bookings through to confirmation with The Principal, you are agreeing to abide by "Terms of Service and Data Security Policy" which can be found here:

41. This pertains to information accessed in The Principals online booking system with data such as, available booking outline details, booking confirmation, preparation and additional details.


42. Electronic Information provided by terptree via email that include booking confirmations and additional details. If using a commercially available email address ensure it is password protected with a password the uses CAPITAL Letters, symbols and numbers, ensuring others don't have access to your email account.

43. Paper-based data provided by terptree, information in your diary, notebook or printed that include prep information for a booking, booking confirmation and additional details. There should be no identifiable information around your home for family members or guests to access. These need to be kept in a place that is secure and unable to be accessed by others.

44. terptree retain paper-based and electronic files of financial data for 7 years as required by HMRC.

45. There are occasions where we retain email communication for longer than 7 years. This is to help us understand our contractors needs and provide a world class experience.

The Parties agree and intend to be bound by the foregoing Contract for Services:

Signed on behalf of the Principle	
Name of Principle	Victoria Williams, CEO, terptree Ltd
Date	
Contractor Signature	
Contractor Name	
Date	