

**CIS** (SELF EMPLOYED)

**Welcome to Exchequer Solutions Ltd**

Established in 2003, Exchequer Solutions is a commercial contractor offering construction services. We are vastly experienced in working with the Construction Industry Scheme.

**WE GUARANTEE TO PAY YOU ON TIME, EVERY TIME**

Weekly sub-contractor payments are made so your money is in your nominated bank account on Friday, ready for the weekend!

Sub-contractor payments can also be made by cheque, or if required by Chaps, there is a small admin fee of £10 per payment for this service.

**EXCHEQUER SOLUTIONS WILL OFFER YOU**

The opportunity to contract with just one organisation.

A monthly statement enabling you to keep your tax records up to date.

Weekly Sub-contractor payment advices, ensuring your time is not taken up with the hassle of paperwork and invoicing. You will also receive notification of payment via SMS every Thursday.

You can use our service as and when you require and you are not tied into a contract.

**DO YOU DEMAND VALUE FOR MONEY?**

Exchequer Solutions requires that each of our sub-contractors has adequate Public Liability Insurance.

If you do have your own policy then you will be exempt from taking out the Exchequer Solutions Public Liability Insurance. However proof of your policy is essential at the time of registration - this will not result in any additional paperwork. Exchequer Solutions retains margin as detailed below:

Pay rates of £6.50 and under - £7 per week

Pay rates of £6.51 to £8 - £10 per week

Pay rates of above £8.01 - £19 per week

**If you have any further questions please do not hesitate to contact us on 0844 846 5007**

Exchequer Solutions Limited, 1st Floor, The Exchange, 1 St John Street, Chester CH1 1DA

**T** 0844 846 5007 **E** info@exchequersolutions.co.uk **W**  www.exchequersolutions.co.uk

**A guide to your self-employed   
contract for services**

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| **What have I been given to sign?**  The document you have been given with this leaflet is a contract, which contains the rights and obligations that you have whenever you provide your services to us. Please take the time to read it through carefully, it is a legally binding document.  **The contract mentions sending someone else. What’s that all about?**  As you are self employed, you have the right to use someone else to do the work. We are happy for you to do this, provided that anyone else you use is as qualified and experienced as you are. We would still pay you in these circumstances and you would pay them. This means that if you could find someone suitable who would do the job as well but more cheaply, you could send them and make a profit!  **The contract says that I do not have to do any work. Why?**  As you are not an employee, you are not under any obligation to provide your services to us. We will not pay you if you do not work, but if you can find someone else willing to pay you more, you do not have to stay with us.  **I would rather be an employee. Is that possible?**  It may be, we would prefer to contract with you as a self employed person, but we accept this may not always be possible. |  | **What about my tax?**  As you are self employed you will be responsible for your own tax and National Insurance payments and for filing a Self Assessment Tax Return. You may wish to engage an accountant to do this for you or talk to HMRC who offer help to self employed people with filling in their returns.  You will pay tax at the appropriate rates. You will, however, be able to deduct some of your expenses such as the cost of any materials and tools that you use in the performance of your contract.  **Do I get holiday pay?**  No. You would only get holiday pay if you were an employee or a worker. According to the terms and conditions in the contract, you are neither. As you are not an employee you also do not qualify for sick pay or paternity/maternity pay from us. You may however, qualify for some from the Government.  **Will my rate go down if I become an employee?**  Probably. It is more expensive for us to contract with you on that basis and therefore it is likely that your rate would go down to reflect this. You would also be obliged to work for us and be unable to work for anyone else without our permission. |

**Registering couldn’t be easier,   
you simply need to...**

1. Complete the enclosed registration form, ensuring you provide your Unique Tax Reference number, and have read and signed your contract for services.
2. Photocopy your public liability insurance certificate, if you have one.
3. Send a copy of your passport or other ID document.
4. Return all of the above using one of the options below:

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| \\NAS-ENTYCE\documents\Client folders\Exchequer Solutions\Project 013106 - Registration forms\Word docs\mail icons\CIS-mail.jpg | Use the pre-paid envelope in this pack | icon-mms.png | MMS: 07557 229220 |
| icon-fax.png | Fax to 0844 846 5008 | icon-whatsapp.png | Whats App: 07557 229220 – please add  us to your contacts |
| icon-email.png | Email: info@exchequersolutions.co.uk | icon-bbm.png | BBM: 7C84C75F |
|  |  | icon-skype.png | Skype: exchequersol |

|  |  |
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| passport.jpg | **Don’t forget** to send us your proof of ID/right to work  with your registration paperwork. |

**Please note:**

We may need to share your data with your end client solely for the purpose of confirming your identity.

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**Key Information**

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| This document looks to answer the questions that we are asked frequently and explains some key points of your Contract for Services in plain English. Please read it carefully and call us if you have any further questions.  Following your call to Exchequer Solutions and your request to be a self-employed subcontractor, please find enclosed a copy of your contract for services. This self-employed contract sets out the terms and conditions that apply if and when you supply your services to us or to our clients on our behalf.  **Key points of this Contract for Services**  **Control** - Exchequer Solutions Ltd has no control or right of control over how the services you provide are performed.  **Obligations** - Exchequer Solutions Ltd is not required to offer you any work and you are not required to accept any work offered to you by Exchequer Solutions Ltd. Therefore, you may refuse any offer of work at any time.  **Sick Pay** – You are not entitled to sick pay or holiday pay as a self-employed subcontractor.  **Sending a substitute** - As a self employed sub-contractor you have the right to substitution, as stated in your contract. Clearly there are some practicalities that must be taken care of to ensure the smooth running of the contract, when organising a replacement we ask you to follow the following procedures at all times. Any replacement must have similar skills and experience to yourself, they must also have the required licences and insurances etc (where applicable). Please inform both Exchequer Solutions and the person in charge of site as soon as possible that a replacement will be attending, in order for Health and Safety inductions / tool box talks to be arranged therefore minimising any delays to work.  **FURTHER INFORMATION**  **Tax**  As a self employed sub-contractor you will be responsible for your own tax affairs, as is stated in our Contract for Services. However, where the work done falls under the Construction Industry Scheme (CIS) Exchequer Solutions is obliged to verify you with HMRC to confirm that you are registered under CIS and what your tax payment status is. This tax payment status instructs us what percentage to deduct from any payment due, usually 20%. We will issue you with a weekly payment advice as well as a monthly | statement, you should keep these for your records and present them to your accountant together with any relevant receipts etc. Therefore whilst we are making deductions in accordance with HMRC rules for CIS, you are still responsible for your own tax position and affairs and will be required to complete a Tax Return at the end of the financial year for HMRC.  **Public Liability Insurance**  As a self employed subcontractor we would expect you to have your own Public Liability Insurance in place, we appreciate however that it may be more cost effective for you to be covered under Exchequer Solution’s policy. If you have your own Public Liability Insurance cover, please send in a copy of your policy for our records. If you would like to be covered by Exchequer Solution’s policy, our margin will increase by £3 per week to contribute to our increased costs. Every sub-contractor is required to either provide proof of their own policy or be covered by the Exchequer Solutions policy before we can use their services.  **Proof of Identification**  Please ensure you enclose a copy of your Identification with your registration form. A copy of your in date passport OR a copy of your Birth Certificate, together with proof of your National Insurance number is acceptable (other forms of ID are also acceptable please call our office if you would like more information).  **Email**  Our preference is to send pay advices and monthly statements by email because it’s quicker than posting copies, you will find them easier to store and it’s better for the environment. If you provide us with an email address we will use it for this purpose, if you prefer to receive documents through the post please leave the email address field blank.  For the avoidance of doubt, by signing the enclosed contract for services you agree to provide services to Exchequer Solutions Ltd (and its clients on behalf of Exchequer Solutions Ltd) as a SELF EMPLOYED SUBCONTRACTOR.  **SHOULD YOU WISH TO BE EMPLOYED AS AN EMPLOYEE OR WORKER OF EXCHEQUER SOLUTIONS LTD INSTEAD, PLEASE DO NOT SIGN THE ENCLOSED CONTRACT FOR SERVICES. PLEASE CONTACT JENNIFER NORRIS IMMEDIATELY INSTEAD TO DISCUSS OTHER OPTIONS.**  **TEL: 0844 846 5007** |



**CIS** (SELF EMPLOYED)

**EXCHEQUER SOLUTIONS REGISTRATION FORM**PLEASE SIGN AND COMPLETE THIS FORM AND RETURN BY THURSDAY TO ENABLE US TO PROCEED YOUR APPLICATION

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| --- | --- | --- | --- |
| **First Name:** | **Middle Name:** | | **Surname:** |
| **Address:**  **Postcode:** | | | |
| **Telephone No (Home):** | | **Mobile Number:** | |
| **Fax Number:** | | **Email:** | |

If you provide us with an email address we will use this to send your remittance advices. If you prefer to receive them via the post please tick here. 

|  |  |
| --- | --- |
| **Date of Birth:** | **National Insurance Number:** |
| **Trade:** | **Trading Name  (if applicable):** |
| **UTR No:** | **If you do not have a UTR number, please call HMRC on 0845 366 7899 to obtain one. Your payments will be subject to 30% deductions unless a valid UTR is provided. If you need assistance with this please call 0844 846 5007.** |

**BANK OR BUILDING SOCIETY DETAILS**

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| **Name of Bank or Building Society:** | **Branch Address:** |
| **Account Holder’s Name(s):** | |
| **Sort Code:** | **Account Number:** |
| **Reference No. (For Building Society Accounts):** | |

**AGENCY DETAILS**

|  |  |
| --- | --- |
| **Name of Employment Agency/Company:** | **Contact Name(s) at Agency/Company:** |
| **Telephone No:** | **Fax No:** |

 **If you wish to use your own Public Liability Insurance please tick and provide a copy of the valid certificate.   
All applications must be accompanied by a certified true copy of your passport.**

**DECLARATION**

I confirm I have read and understand all the information contained in the registration pack and the above information is true and correct. I understand you may need to share data with my end client solely for the purpose of confirming my identity.

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| **Signature:** | **Print Name:** | **Date:** |

Please see overleaf for your Self Employed Contract for Services

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| **FOR EXCHEQUER SOLUTIONS LTD OFFICE USE ONLY** | |
| **Date Rec’d:** | **Date Processed:** |
| **Details Sent:** | **Letter Sent:** |

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**SELF EMPLOYED CONTRACT FOR SERVICES**

**THIS CONTRACT FOR SERVICES is made**

**BETWEEN:** (1) Exchequer Solutions of 17-19 Boughton, Chester CH3 5AE (“The Contractor”)

(2) The Sub-Contractor as detailed overleaf

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| --- | --- |
| **SUB CONTRACTOR**  By signing this contract you are confirming that whilst you are providing services (The Services) to the Contractor, to enable it to meet its own obligations to its client, you are doing so in the capacity of a self employed Sub Contractor.  **You are obliged to:**  • Act in a professional workmanlike manner at all times.  • Make all reasonable attempts to work to the Contractor’s deadline  • Observe Health and Safety regulations regarding working hours and will comply with all reasonable site guidelines relating to working hours and site security.  • Correct any defective work in your own time without payment.  • Provide your own safety equipment  • Hold Public Liability Insurance, if you do not hold your own the Contractor will cover you on its policy but may include a charge for this in the rate you agree.  • Pay your own Tax and National Insurance.  • Provide to the Contractor sufficient information to enable the Contractor to verify the Subcontractor’s payment status with HM Revenue & Customs. The Subcontractor will not be entitled to receive any payment under this contract until this information has been provided to the Contractor.  • Comply with the requirements of the Data Protection Legislation (being (i) the Data Protection Act 1998, until the effective date of its repeal (ii) the General Data Protection Regulation ((EU) 2016/679) (GDPR) and any national implementing laws, regulations and secondary legislation, for so long as the GDPR is effective in the UK, and (iii) any successor legislation to the Data Protection Act 1998 and the GDPR, in particular the Data Protection Bill 2017-2019, once it becomes law).  **You are not obliged to:**  • Work at a different site although you may agree to if you want to and may negotiate a new price for doing so.  • Provide written tenders, price can be agreed verbally.  • Provide major items of equipment / materials.  • Do any work.  • You may choose whether you want to provide your services but are not under any obligation to do so.  • Work fixed hours.  **You have the right to:**  • Decide what method to use to complete the work  • Leave the site without permission (although you should notify the Contractor for Health and Safety reasons).  • Send someone with similar experience and qualification in your place. You will be paid for work they do and must then arrange to pay them yourself. (You must notify the Contractor that you are sending someone else).  • End this contract without giving notice.  • Take legal advice before signing this contract, and to have a copy of it.  • Receive a pay statement from the Contractor in accordance with the requirements of the self-employed Construction Industry Scheme, which shall act as a self-billed invoice.  • Request information about personal data we may process about you in accordance with applicable Data Protection (as further set out in our privacy policy, a copy of which can be found on our website or is available on request). | **You do not have the right to:**  • Holiday pay, sick pay or pay for work cancelled due to bad weather.  • Take part in the Contractor’s grievance procedure.  • Hold yourself out as being an employee of the Contractor.  By signing this contract you are agreeing to be bound by its terms and you are agreeing that these terms will govern the working relationship between you and the Contractor.  You are also agreeing that the terms of this contract represent the whole contract between you and the Contractor with the exception of any verbal negotiation about price or location of the services. You are also agreeing that you have read and accepted our privacy policy.  **CONTRACTOR**  The Contractor intends that in this working relationship you are an independent sub contractor.  The Contractor is not obliged to:  • Offer you any work. They may offer you the opportunity to provide your services but they are not obliged to.  The Contractor has the right to:  • End this contract without giving notice.  • Take legal advice before signing this contract.  The Contractor does not have the right to:  • Control, supervise or direct the method in which you provide your services to the Contractor.  • First call on your services – they cannot expect you to drop whatever you are doing to come and provide your services to them.  The Contractor may collect and process certain personal data about you in connection with this Contract. Details of how the Contractor collects and processes your personal data are set out in our privacy policy, a copy of which can be found on our website or is available on request.  By signing this contract the Contractor is agreeing to be bound by its terms and you are agreeing that these terms will govern the working relationship between the Contractor and you.  The Contractor is also agreeing that the terms of this contract represent the whole contract between you and the Contractor with the exception of any verbal negotiation about price or location of the services.  **GENERAL**  This Contract is governed by the laws of (England, Wales, Scotland or Northern Ireland) as appropriate and is subject to the non-exclusive jurisdiction of the (English, Welsh, Scottish, Northern Irish) Courts.  Breach of any clause or clauses in this contract will not void or annul this Contract for Services as a whole in any circumstances. |

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| **Contractor: EXCHEQUER SOLUTIONS** | |
| **Signed:** | **Dated:** |
| **Sub Contractor:** | |
| **Signed:** | **Dated:** |