

**Our Agreement
Between**

Optimum Pay, Unit 3 The Stables Sansaw Business Park, Hadnall, Shrewsbury, United Kingdom, SY4 4AS, (the "**Contractor**"); and

1. Names of Parties

- 1.1. The Contractor ("**us**")
- 1.2. The Subcontractor ("**you**")

2. Recitals

2.1. The Contractor has entered into or will from time to time enter into Agreements with building contractors and or agents acting on behalf of building contractors ("the Clients") designed to govern the terms on which works will be conducted by the Contractor for the Clients.

2.2. The Subcontractor is in business on his own account as an independent concern and has skills and abilities and can offer services which may be of use to the Contractor from time to time.

2.3. The works to be undertaken by the Contractor for the Clients will generally be defined by Project Specifications created and agreed by the Clients and or the Contractor from time to time.

2.4. The Contractor and the Subcontractor are entering into this Agreement in order to agree the Standard Terms and Conditions which will apply to all or any work carried out by the Subcontractor as agreed by the parties here to from time to time.

3. Definitions and Interpretations

The definitions and rules of interpretation applicable to this Agreement are set out in clause 1. of the Conditions.

4. Creation of Projects

4.1 Either the Contractor or the Subcontractor acting on behalf of the Contractor may approach Clients with a view to the Contractor providing services to the Clients on the basis that the Subcontractor may undertake all or part of the services required.

4.2 Whenever possible the Agreement for the provision of the works shall be evidenced by a Project Confirmation which shall be subject to the Conditions.

4.3 For the avoidance of doubt it is agreed that the Contractor is not nor shall it be under any obligation to find work or services for the Subcontractor to perform, nor will it otherwise be or become the agent of the Subcontractor for any purpose.

5. Engagement

5.1 The Contractor and the Subcontractor hereby agree that where the Subcontractor agrees with the Contractor, the Contractor will issue a Project Confirmation in relation there to.

5.2 The Contractor will make or cause to be made the payments and deliver or cause to be delivered the obligations on its behalf set out in the Conditions and or in the Project Confirmation.

5.3 Until the Subcontractor shall give written notice to the Contractor to the contrary the Contractor shall be entitled to assume that both the Contractor and Subcontractor will agree to opt out of the Conduct of Employment Agencies and Employment Business Regulations 2003 in the form set out in the Project Confirmation.

5.4 This Agreement shall apply to all work undertaken by the Subcontractor for the Contractor irrespective of any period during which no work is being undertaken.

5.5 Notwithstanding any other provision of this Agreement, nothing in this Agreement confers or is intended to confer any right to enforce any of its terms on any person who is not a party to it.

5.6 The Subcontractor will complete all work for the Contractor on and subject to the terms of the relevant Project Confirmation and the Conditions set out below.

5.7 This Contract shall be governed by and consulted in accordance with the Laws of England.

5.8 By accepting this Contract, the Subcontractor confirms he/she has no intention of entering into employment with either Optimum Pay, or the end client.

This is your acknowledgement. You should read each point below, by signing at the next step you are giving your agreement.

- I apply to be registered as an independent subcontractor who is available to under-take and complete works for Optimum Pay.
- I understand that I will undertake all work on behalf of Optimum Pay on, and subject to, their standard Terms and Conditions which will be sent to me from time to time.
- I warrant that I am self-employed and in business on my own account, I will stay self-employed and in business on my own account during any project with Optimum Pay.
- I warrant that I am not a worker for the purposes of the Working Time Regulations 1998 and Optimum Pay shall not be required to reserve funds for holiday pay. I agree to indemnify Optimum Pay from all and any claim, loss or costs that they may suffer from whatever source arising directly or indirectly from any breach by me of these warranties.
- In relation to payments for any project that I undertake for Optimum Pay, I understand that Optimum Pay will: deduct money from time to time under the terms of the Construction Industry Scheme and deduct an agreed amount for each project in respect of their retained income from the sums due to Optimum Pay for work completed on projects on which I have been engaged.
- I acknowledge that Optimum Pay agree to undertake and complete building works for the clients of agencies that I may have spoken to.
- I know I am responsible for ensuring prompt delivery of signed timesheets or other project completion documents as required to Optimum Pay and to clients of the agency by the deadline in place following the end of the week worked.
- Optimum Pay may keep my personal details as computer records. They may disclose my information to trusted professional advisors, agents and where applicable Government agencies for all purposes.
- Optimum Pay may keep my information for a reasonable period of time and contact me in the future.