

# Independent Contractor Agreement

This Agreement is made between \_\_\_\_\_ ("Client") with a principal place of business at \_\_\_\_\_ and \_\_\_\_\_ ("Contractor"), with a principal place of business at \_\_\_\_\_.

## 1. Services to Be Performed

Contractor agrees to perform the services described in Schedule A, which is attached to this Agreement.

## 2. Payment

In consideration for the services to be performed by Contractor, Client agrees to pay Contractor at the following rates: £ \_\_\_\_\_ on the basis that the works described in Schedule A shall include all labour and materials and be fully completed by the completion date also specified in Schedule A. Contractor shall be paid within a reasonable time after Contractor submits an invoice to Client. The invoice should include the following: an invoice number, the dates covered by the invoice, and a summary of the work performed.

The contractor hereby agrees that the works described in Schedule A shall include all labour and materials( unless otherwise agreed between the parties in writing).

## 3. Expenses

Contractor shall be responsible for all expenses incurred while performing services under this Agreement. This includes automobile, truck, and other travel expenses; vehicle maintenance and repair costs; vehicle and other license fees and permits; insurance premiums; road, fuel, and other taxes; fines; radio, pager, or cell phone expenses; meals; and all salary, expenses, and other compensation paid to employees or contract personnel the Contractor hires to complete the work under this Agreement.

## 4. Vehicles and Equipment

Contractor will furnish all vehicles, equipment, tools, and materials used to provide the services required by this Agreement. Client will not require Contractor to rent or purchase any equipment, product, or service as a condition of entering into this Agreement.

## 5. Independent Contractor Status

Contractor is an independent contractor, and neither Contractor nor Contractor's employees or contract personnel are, or shall be deemed, Client's employees. In its capacity as an independent contractor, Contractor agrees and represents, and Client agrees, as follows

( Check all that apply )

Contractor has the right to perform services for others during the term of this Agreement.

Contractor has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed. Contractor shall select the routes taken, starting and quitting times, days of work, and order the work is performed.

Contractor has the right to hire assistants as subcontractors or to use employees to provide the services required by this Agreement.

Neither Contractor nor Contractor's employees or contract personnel shall be required to wear any uniforms provided by Client.

The services required by this Agreement shall be performed by Contractor, Contractor's employees, or contract personnel, and Client shall not hire, supervise, or pay any assistants to help Contractor.

Neither Contractor nor Contractor's employees or contract personnel shall receive any training from Client in the professional skills necessary to perform the services required by this Agreement.

Neither Contractor nor Contractor's employees or contract personnel shall be required by Client to devote full time to the performance of the services required by this Agreement.

## **6. Business Licenses, Permits, and Certificates**

Contractor represents and warrants that Contractor and Contractor's employees and contract personnel will comply with all local laws and authorities requiring drivers and other licenses, business permits, and certificates required to carry out the services to be performed under this Agreement.

## **7. Workers' Compensation**

Client shall not obtain workers' compensation insurance on behalf of Contractor or Contractor's employees. If Contractor hires employees to perform any work under this Agreement, Contractor will cover them with workers' compensation insurance to the extent required by law and provide Client with a certificate of workers' compensation insurance before the employees begin the work.

## **8. Insurance**

Client shall not provide insurance coverage of any kind for Contractor or Contractor's employees or contract personnel. Contractor shall obtain the following insurance coverage and maintain it during the entire term of this Agreement.

## **9. Indemnification**

Contractor shall indemnify and hold Client harmless from any loss or liability arising from performing services under this Agreement.

The Contractor hereby agrees to pay a (or deducted from monies due) compensation daily rate specified in Schedule A for each late day that the works was not delivered passed the completion date specified in Schedule A.

## **10. Term of Agreement**

This agreement will become effective when signed by both parties and will terminate on the earlier of:

- the date Contractor completes the services required by this Agreement \_\_\_\_\_ [date]

## **11. Terminating the Agreement**

With reasonable cause, either Client or Contractor may terminate this Agreement, effective immediately upon giving written notice.

Reasonable cause includes:

- a material violation of this Agreement, or
- Any act exposing the other party to liability to others for personal injury or property damage.

OR

Either party may terminate this Agreement at any time by giving \_\_\_ days' written notice to the other party of the intent to terminate.

## **12. Exclusive Agreement**

This is the entire Agreement between Contractor and Client.

## **13. Modifying the Agreement**

This Agreement may be modified only by a writing signed by both parties.

#### **14. Confidentiality**

Contractor acknowledges that it will be necessary for Client to disclose certain confidential and proprietary information to Contractor in order for Contractor to perform duties under this Agreement. Contractor acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm Client. Accordingly, Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of Client without Client's prior written permission except to the extent necessary to perform services on Client's behalf.

Proprietary or confidential information includes:

- the written, printed, graphic, or electronically recorded materials furnished by Client for Contractor to use
- any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that Client makes reasonable efforts to maintain the secrecy of
- business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind, sales projections, and pricing information
- information belonging to customers and suppliers of Client about whom Contractor gained knowledge as a result of Contractor's services to Client, and
- other : \_\_\_\_\_

#### **15. Proprietary Information.**

A. The product of all work performed under this Agreement ("Work Product"), including without limitation all notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, work-in-progress and deliverables will be the sole property of the Client, and Contractor hereby assigns to the Client all right, title and interest therein, including but not limited to all audiovisual, literary, moral rights and other copyrights, patent rights, trade secret rights and other proprietary rights therein. Contractor retains no right to use the Work Product and agree not to challenge the validity of the Client's ownership in the Work Product.

B. Contractor hereby assigns to the Client all right, title, and interest in any and all photographic images and videos or audio recordings made by the Client during Contractor's work for them, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

C. The Client will be entitled to use Contractor's name and/or likeness use in advertising and other materials.

#### **16. No Partnership**

This Agreement does not create a partnership relationship. Contractor does not have authority to enter into contracts on Client's behalf.

#### **17. Assignment and Delegation**

Contractor may not assign or subcontract any rights or delegate any of its duties under this Agreement without Client's prior written approval.

#### **18. Applicable Law**

This Agreement will be governed by English law.

**Signatures**

Client/Owner: \_\_\_\_\_  
Printed Name  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Date

Contractor: \_\_\_\_\_  
Printed Name  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Date  
\_\_\_\_\_  
Tax Ref ID Number

**Schedule A**

**Works Description: Two-Storey Rear Extension and conversion into flats**

**Proposed Start date of the works:** \_\_\_\_\_

**Proposed Completion date of the works** \_\_\_\_\_

**Daily rate payable by the contractor for each late day after the completion date** \_\_\_\_\_

**The works include but not limited to the followings:**

- 1- Demolish and remove from site
- 2- Build foundation, walls ceiling, floors, roofs
- 3- Carry out full electrical and installation
- 4- Carry out full plumbing installation including central heating, bathrooms and kitchens
- 5- Build partitions
- 6- Carry out Plastering finish
- 7- Carry out Decorating finish
- 8- Fit Fitting fixtures and fitting, flooring
- 9- Remove rubbish from site and Clean