



NEW SUB CONTRACTOR FORM

Personal Details

Surname	First Name	Title:
Email	Mobile	Landline
National Insurance No.	Date of Birth	
UTR No. (if applicable)	Verification No. (if applicable)	

Business Details

Company Name	Business Type (e.g. sole trader, partnership, Ltd)	
Business Email	Mobile	VAT No.
Business Trading Address (inc. postcode)	Business Registered Address (if different)	
VAT No.	Company No. (if applicable)	
Please provide a copy of your public liability insurance cover confirming level of cover, name of insurer, and date of expiry (if applicable).		

Bank Details (for payment)

Bank Name	Account Name	
Bank Address	Sort Code	Account No.

PLEASE EMAIL THIS COMPLETED FORM TO accounts@wvrenengineeringltd.com



THIS CONTRACT FOR SERVICES BETWEEN WVR Engineering Ltd, of South Farm Buildings, South Cliffe, Hotham, York, YO43 4UX ("WVR Engineering Ltd"); and ("The Sub-Contractor").

BACKGROUND

A. WVR Engineering Ltd's business is in the engineering industry. WVR Engineering Ltd sometimes may have to tender for specified works and is appointed by its clients to complete a project for specified works at a certain site or location ("the Assignment").

B. The Subcontractor has skills and abilities which may from time to time be available to WVR Engineering Ltd ("the Services").

C. WVR Engineering Ltd and the Subcontractor agree that if the Subcontractor offers to make his services available to WVR Engineering Ltd and is engaged in WVR Engineering Ltd, the terms and conditions in this Contract for Services shall apply.

D. It is the intention of the parties that when the Subcontractor provides the Services to WVR Engineering Ltd for an Assignment, such provision of Services shall constitute a separate and distinctive engagement under this Contract for Services. Unless varied or amended or otherwise agreed between the parties, these terms and conditions shall apply for each engagement.

OPERATIVE PROVISIONS

WVR Engineering Ltd is not obliged to offer work on any Assignment to the Subcontractor, neither is the Subcontractor obliged to accept any work offered. The Subcontractor is not obliged to make their Services available at any time. Specifically both parties agree that they do not intend to create or imply any mutuality of obligations at any time, either during or in between any individual engagement. The Subcontractor shall act in a professional workmanlike way at all times while carrying out the Services for WVR Engineering Ltd. The Subcontractor is free to use his own initiative as how best to complete the Services and has the flexibility to arrange how and when the Services are carried out, always provided that this does not unreasonably interfere with or delay other works being carried out by or on behalf of WVR Engineering Ltd or with any site restrictions in place on a particular Assignment. The Subcontractor is free to provide any services to any other party at the same time as being engaged by WVR Engineering Ltd and WVR Engineering Ltd acknowledges that they will not have first call on the Services of the Subcontractor in priority to any third party. The Subcontractor is responsible for providing his own equipment, tools and personal protective clothing and safety equipment. Where the parties agree, certain equipment, tools or other ancillary equipment may be more economically provided by WVR Engineering Ltd or the main client, particularly if the type of Assignment is specialised or the Services are labour-only services. The Subcontractor accepts that he is responsible for the Services, and that he is responsible for covering his own risk with a suitable policy of insurance.

PAYMENT FOR THE SERVICES

The parties agree that the price, day rate or hourly rate for the Services and the method of payment will be negotiated and agreed between them from time to time and this shall include verbal agreements of the rate of payment for the Services the Subcontractor is obliged to raise an invoice for the Services. WVR Engineering Ltd will provide a remittance to the Subcontractor. The Subcontractor will not be entitled to payment for the Services unless WVR Engineering Ltd receives payment from the client in relation to the Services provided by the Subcontractor.

Any defective work WVR Engineering Ltd reasonably determines has been caused by the Subcontractor, or by any substitute or hired assistant working for the Subcontractor, will be corrected by the Subcontractor at his own cost or in his own time.

The Subcontractor is responsible for all his traveling expenses to and from any location where he has been engaged to provide the Services.

The Subcontractor is responsible for his own National Insurance contributions and tax.

As an independent business, the Subcontractor agrees that it is not entitled to holiday pay, sick pay or any other payment for periods when the Services are not provided to WVR Engineering Ltd in any circumstances.

The Subcontractor is not entitled to participate in WVR Engineering Ltd's grievance and disciplinary procedure.

The Subcontractor will not be entitled to receive payment for Services cancelled or where a site is closed, for example by reason of inclement weather.

HEALTH AND SAFETY

In the interests of Health and Safety obligations imposed on WVR Engineering Ltd, the Subcontractor agrees to comply with all reasonable operational rules relating to working hours, site security and safety.

The parties acknowledge that it may be necessary for Health and Safety reasons for the Subcontractor to be identifiable whether evidenced by security passes or on parts of clothing. However, the Subcontractor will not represent himself as a servant or employee of WVR Engineering Ltd at any time, but as an independent subcontractor in business on his own account engaged by WVR Engineering Ltd for the specific purpose of providing the Services.

SUBSTITUTES AND HIRED ASSISTANTS

The Subcontractor may not, at any time send a substitute or hired assistant to perform the Services, unless agreed with WVR Engineering Ltd first. The substitute or hired assistant may be rejected by WVR Engineering Ltd only if in the reasonable opinion of WVR Engineering Ltd such a substitute or hired assistant does not possess the necessary skills or qualifications to carry out the Services.



Where a substitute or hired assistant is sent by the Subcontractor there shall be no contractual or financial relationship between WVR Engineering Ltd and the substitute or hired assistant. The Subcontractor is solely responsible for arranging payments to the substitute or hired assistant.

TERMINATION OF THIS AGREEMENT

This Agreement can be terminated by either party for any reason and without any notice being given.

MISCELLANEOUS

The Subcontractor confirms that he has read and understood the terms and conditions herein and has had the opportunity to discuss this agreement with any person or professional adviser he considers necessary before signing.

Both parties agree this is intended to be a legally binding contract governing the nature of the contractual relationship between them.

No variation may be made to these terms unless agreed in writing by both parties.

Should WVR Engineering Ltd fail to enforce or apply any of the rights that it has under this Contract for Services, it shall not be considered that WVR Engineering Ltd approves or agrees to any breach of contract or that it loses rights to enforce the terms of this Contract for Services in full at any time now or in the future.

The Headings used in the Contract for Services are for ease of reference only and are not intended to be interpreted as part of the terms agreed between the parties, References to the masculine include the feminine.

This contract is governed by the laws of England and Wales.

NOTE ON SAFETY FOR THE GUIDANCE OF SUB CONTRACTORS

TO ALL SUBCONTRACTORS WVR Engineering Ltd's objective is to promote a uniform and satisfactory standard of safety by working in harmony with you as our Subcontractor. You are required to comply strictly with such Acts and Regulations as apply to your own work and in all cases where your work bounds upon or overlaps areas used by the public or by the Client. Every reasonable care shall be taken to safeguard persons in your employ, or members of the public from danger arising from your operation.

HEALTH AND SAFETY AT WORK ETC. ACT 1974

WVR Engineering Ltd wish to remind all subcontractors and individual contractors that they are required to conduct their operations in accordance with the Health and Safety at Work etc. Act 1974, and all the relevant statutory provisions and any amendments. WVR Engineering Ltd expects and requires any individual contractors, subcontractor or contractor commissioned to understand their duties under legislation applicable to work they shall be carrying out, and their common law obligations to their own employees and to others not so employed who may be affected by their operations.

YOUR RESPONSIBILITIES AS A SELF-EMPLOYED PERSON INCLUDE:

To observe safe working practices and risk assessments produced by the company. To look after your own health and watch out for others who might be affected by what you do including other members of the public. To be aware of fire Assembly Point as instructed. To use the correct tools, equipment and the safety equipment provided. To avoid improvising if it creates unnecessary risk. To suggest ways of eliminating hazards and to warn others of known hazards. To refrain from horseplay and abuse of welfare facilities. To wear Personal Protection Equipment on an as required basis.