**Self-Employed Service Contract**

This is a Service Contract between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as the ‘Customer’) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as the ‘Contractor’) by which the Contractor agrees to undertake specified tasks in the Schedule in a satisfactory manner thereby enabling the Customer to live independently within their home and to access the community.

The Contractor is responsible for ensuring these tasks are undertaken in a timely manner and arranging a suitable replacement/alternative if unable to meet the terms of this contract. In the event that the Contractor arranges a replacement/alternative provider to carry out the duties of the Contractor then, for the avoidance of doubt, this replacement/alternative is not provided by the Contractor on a sub-contracting basis but is to be treated as a new provider and is to be subject to a separate Self-Employed Service Contract with the Customer. The Customer reserves the right to refuse service from the replacement/alternative provider and accepts that the Contractor has discharged their duty under the contract by such provision.

The Contractor is responsible for providing clothing, and other tools as appropriate, which could not be considered equipment, for providing such a service and no liability will be accepted for any loss or damage sustained to personal property whilst carrying out the terms of this contract. The Customer, because of specific need, will provide equipment appropriate to undertaking tasks.

The Contractor is responsible for ensuring that they have a DBS check within the last three years, appropriate training to meet the Customer’s needs as identified in their Support Plan, follow any health and safety guidance applicable to the role and have adequate and appropriate ‘Liability Insurance’ covering the work they are contracted to undertake.

The hours of service (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hours) will be agreed between the Contractor and the Customer on a weekly basis, one week in advance of requirements.

The Contractor is working on a self-employed basis and is not entitled to holiday pay or Statutory Sick Pay. It is the Contractor’s responsibility to notify the HMRC they are a self-employed person but they should provide this information to the Customer via the statement which has been provided.

The Contractor agrees to invoice the Customer at a rate of £ \_\_\_\_\_\_\_\_\_\_\_\_\_\_ per hour/week. A template for submission of the Contractor’s invoice has been provided and should be used. The Customer agrees to settle any such bills within thirty days of date of issue, if they are self-managing the funds. If funds are managed by Purple, the Customer will check and then submit the invoice to Purple, who will process the invoices in line with the funding organisation’s contract terms.

To terminate the contract, four-weeks’ notice is required by either party. However, this contract may be subject to change due to any decision made by the funding organisation, if this is not an arrangement fully self-funded by the Customer.

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| **Signed** | **Date** |
| **Customer** |  |  |
| **if you are signing on behalf of the Customer, as their named representative, please confirm your name** | **Name** |
|  |
| **Signed** | **Date** |
| **Contractor** |  |  |

**Self-Employed Service Contract – Schedule to be completed by the Contractor**

**This must be completed**

Tasks to be undertaken to meet the Customer’s needs, as identified in their Support Plan

NOTE: Before contracting the services of a self-employed PA, and during the contract if there are significant changes in the tasks as detailed above or the level of service provided, the Customer agrees to follow Government guidance and check the **employment status.** Guidance and tools are available online - <https://www.gov.uk/guidance/check-employment-status-for-tax> or further information is available by contacting HMRC on 0300 123 2326.