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# Subcontractor Network Pack



# SUBCONTRACTOR AGREEMENT TERMS AND CONDITIONS

## 1. INTERPRETATION

### 1.1 Definitions. In these Conditions, the following definitions apply:

**Business Day:** a day (other than a Saturday, Sunday or a public holiday) when banks in London are open for business.

**Business Opportunities:** any opportunities which the Subcontractor becomes aware of during the Contract which relate to the business of the Company or which the Company reasonably considers might be of benefit to the Company.

**Charges:** the charges payable by the Company for the supply of the Services in accordance with clause 6.

**Commencement Date:** The date shown overleaf.

**Conditions:** these terms and conditions as amended from time to time in accordance with clause 14.8.

**Contract:** the contract between the Company and the Subcontractor for the supply of Services in accordance with these Conditions.

**Company:** Sterling Trade Services Limited registered in England and Wales with company number 09809577.

**Intellectual Property Rights:** all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

**Restricted Customer:** any firm, company or person who, during the 12 months before the termination of this agreement, was a customer or prospective customer of the Company with whom the Subcontractor had contact in the course of the provision of the Services.

**Services:** the services to be provided by the Subcontractor under this agreement, as set out in the Specification from, time to time and the Subcontractor's obligations under this agreement, together with any other services which the Company takes from the Subcontractor from time to time.

**Specification(s):** the Services agreed in writing by the Company and the Subcontractor from time to time.

**Subcontractor:** the person or firm from whom the Company purchases the Services.

### 1.2 Construction. In these Conditions, the following rules apply:

- (a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) a reference to a party includes its personal representatives, successors or permitted assigns;
- (c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- (d) any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (e) a reference to writing or written includes faxes and e-mails.

## 2. BASIS OF CONTRACT

**2.1** The Subcontractor shall provide the Services to the Company on the terms and conditions of this agreement.

**2.2** These Conditions apply to the Contract to the exclusion of any other terms that the Subcontractor seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

## 3. SUPPLY OF SERVICES

**3.1** The Subcontractor shall from the Commencement Date provide the Services to the Company in accordance with the terms of this Contract until such time as the Contract is terminated in accordance with clause 12.

**3.2** The Company shall provide the Subcontractor with a Specification for each job, setting out the requirements and specifications of the services which it is requesting from the Subcontractor, including a description of what work is to be done, dates and times by which it is to be started and finished and details of any tools or materials the Subcontractor will require to carry out the work.

**3.3** The Subcontractor shall meet any performance dates for the Services specified in the Specification or notified to the Subcontractor by the Company.

**3.4** In providing the Services, the Subcontractor shall:

- (a) co-operate with the Company and be accountable and responsible to its duly authorised representative in all matters relating to the Services, and comply with all procedures and instructions of the Company including but not limited to the Company's procedures regarding work wear and complete all such documentation as may be required by the Company from time to time;
- (b) perform the Services with the best care, skill and diligence in accordance with best practice in the Subcontractor's industry, profession or trade;
- (c) ensure that all reports made by the Supplier to the Company are honest, complete, objective and reasonable;
- (d) use personnel who are suitably qualified, skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Subcontractor's obligations are fulfilled in accordance with this Contract;
- (e) immediately notify the Company in writing if any relevant qualification or membership lapses or if the Subcontractor is barred by any legal or regulatory requirement from undertaking any of the Services and shall immediately cease to provide the Services affected;
- (f) ensure that the Services conform with the description set out in the Specification, and that all materials supplied and used in the Services shall be fit for any purpose expressly or impliedly made known to the Subcontractor by the Company;
- (g) provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- (h) use the best quality goods, materials, standards and techniques, and ensure that all goods and materials supplied and used in the Services will be free from defects in workmanship, installation and design and comply with the current BSI and all other standards regulations;
- (i) obtain and at all times maintain all necessary licences and consents and where required supply copies to the Company, and comply with all applicable laws and regulations;
- (j) observe all health and safety rules and regulations and any other security requirements applicable to the provision of the Services and those specified by the Company and report to the Company any unsafe working conditions or practices;
- (k) not do or omit to do anything which may cause the Company to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business, and the Subcontractor acknowledges that the Company may rely or act on the Services;
- (l) comply with the Company's ethics and anti-bribery and anti-corruption policies from time to time;
- (m) perform the Services on the date set out in the Specification. Time shall be of the essence;
- (n) accurately complete the Company's job sheet as instructed by the Company;
- (o) collect the payment payable by the client on completion of the Services in accordance with clause 7;
- (p) immediately notify the Company of any payment disputed by any client and refrain from seeking to settle any such dispute on the Company's behalf; and
- (q) pay the Company's charges for undertaking character checks and uniform costs where provided or replaced on or before the Commencement Date. Such charges shall be refunded when the Subcontractor has successfully completed five contracts for services with the Company;
- (r) permit the Company perform an inspection of the Services performed by the Subcontractor both during the provision of the Services and following their completion. Any failure of the Subcontractor to comply with this provision shall be regarded as a material breach of the Contract for the purposes of term 12.1(b) and shall entitle the Company to terminate the Contract with immediate effect by giving written notice to the Subcontractor

## 4. THE COMPANY REMEDIES

**4.1** If the Subcontractor fails to perform the Services by the applicable dates or any Services or materials used are unsatisfactory or defective (whether through faulty installation or manufacture), the Company shall, without limiting its other rights or remedies, have one or more of the following rights:

- (a) to terminate the Contract with immediate effect by giving written notice to the Subcontractor;
  - (b) to refuse to accept any subsequent performance of the Services which the Subcontractor attempts to make;
  - (c) to require the Subcontractor to remedy the defect or replace the materials concerned at his own expense;
  - (d) to recover from the Subcontractor any costs incurred by the Company in obtaining substitute services from a third party or appointing a third party to remedy the defect or provide the materials concerned;
  - (e) to recover from the Subcontractor in full any goodwill payment reasonably paid by the Company to the client as a result of defective services and/or materials; or
  - (f) where the Company has paid in advance for Services that have not been provided by the Subcontractor, to have such sums refunded by the Subcontractor; or
  - (g) withhold a payment payable to the Subcontractor under clause 6 for a period of six weeks in the event that the client raises a complaint about the services provided and/or the materials used by the Subcontractor; or
  - (h) to claim damages for any additional costs, loss or expenses incurred by the Company which are in any way attributable to the Subcontractor's failure to meet performance dates or to comply with this Contract.
- 4.2** Where, whether by reason of goodwill or whether based on any legal liability, the Company reduces the price charged to the client as a result of defective work and/or materials, the reduced price shall form the basis of calculating the payment payable by the Company to the Subcontractor under clause 6.
- 4.3** These Conditions shall extend to any substituted or remedial services provided by the Subcontractor.
- 4.4** The Company's rights under this Contract are in addition to its rights and remedies implied by statute and common law.
- 4.5** This clause 4 shall survive the termination agreement of this Contract.

## 5. STATUS

- 5.1** The relationship of the Subcontractor to the Company will be that of independent contractor and nothing in this agreement shall render him an employee, worker, agent or partner of the Company and the Subcontractor shall not hold himself out as such.
- 5.2** There shall be no minimum obligation on either party to conduct or supply work to the other except where agreed from time to time and nothing in this agreement shall prevent the Subcontractor from providing services to third parties which are the same or similar to those provided to the Company and the Subcontractor warrants that he is providing such services to third parties as at the Commencement Date and he shall immediately inform the Company in writing if this ceases to be the case.
- 5.3** The Subcontractor undertakes to the Company that during the term of the Contract he shall take all reasonable steps to offer (or cause to be offered) to the Company any Business Opportunities as soon as practicable after the same shall have come to his knowledge and in any event before the same shall have been offered by the Subcontractor (or caused by the Subcontractor to be offered) to any other party.
- 5.4** The Subcontractor may, with the prior written approval of the Company appoint suitably qualified and skilled employees or Subcontractors to perform the Services (Substitute) on his behalf. If the Company accepts the Substitute, the Subcontractor shall continue to invoice the Company in accordance with clause 6 and shall be responsible for the remuneration of the Substitute.
- 5.5** This agreement constitutes a contract for the provision of services and not a contract of employment and accordingly the Subcontractor shall be fully responsible for and shall indemnify the Company for and in respect of:
- (a) any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance of the Services, where the recovery is not prohibited by law. The Subcontractor shall further indemnify the Company against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the Company in connection with or in consequence of any such liability, deduction, contribution, assessment or claim;
  - (b) any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Subcontractor or his employees or Subcontractors against the Company arising out of or in connection with the provision of the Services.
- 5.6** The Company may at its option satisfy such indemnity (in whole or in part) by way of deduction from any payments due to the Subcontractor.
- 5.7** Where applicable the Subcontractor shall apply for his own CIS registration and all payments made to the Subcontractor under this agreement in respect of the Services, may, at the Company's discretion be made net of statutory deductions (notwithstanding the self-employed status of the Subcontractor) as if the Services fell within the CIS Scheme and the Company shall account to the relevant taxation authorities accordingly.
- ## 6. CHARGES AND PAYMENT
- 6.1** The Charges for the Services shall be set out overleaf, and shall be based on the Company's published fixed rates per job from time to time. In the event that a fixed rate has not been published by the Company, the Subcontractor shall be entitled to the percentage of net profit made by the Company in relation to the Services set out overleaf. For these purposes the net amount shall be the amount of the Company's invoice to the client less any VAT and material costs, cheque guarantee and credit card fees and any other extraordinary items, but inclusive of any mark-up by the Company on materials.
- 6.2** The Subcontractor shall invoice the Company on completion of the Services. Each invoice shall include such supporting information required by the Company to verify the accuracy of the invoice, including but not limited to copies or original receipts (whichever is specified by the Company) in respect of materials used by the Subcontractor in the provision of the Services.
- 6.3** In consideration of the supply of the Services by the Subcontractor, the Company shall, subject to the Subcontractor's compliance with the Company's procedures including the submission of invoices and supporting documentation, pay the invoiced amounts within 14 Business Days of receipt by the Company of payment in full and cleared funds from its client in respect of the job to which the Services relate. The Company shall make the payment by BACS to a bank account nominated in writing by the Subcontractor or by such other means as the Company may reasonably determine.
- 6.4** For the avoidance of doubt, without limitation, no payment shall fall due to the Subcontractor except in respect of monies received by the Company from the client concerned.
- 6.5** All amounts payable by the Company under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Subcontractor to the Company, the Company shall, on receipt of a valid VAT invoice from the Subcontractor, pay to the Subcontractor such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 6.6** The Subcontractor shall maintain complete and accurate records of the time spent and materials used by the Subcontractor in providing the Services, and shall allow the Company to inspect such records at all reasonable times on request.
- 6.7** The Company may, without limiting its other rights or remedies, set off any amount owed to it by the Subcontractor against any amount payable by the Company to the Subcontractor under the Contract.

OFFICE USE ONLY

Eng. No.

PL. Exp.

Default Share

VI No.

# SterlingTradeServices

emergency - commercial - domestic



## Subcontractor Registration Form

Sterling Trade Services Ltd  
 141 Union Street  
 Oldham  
 O111TE  
 www.sterlingtradeservices.co.uk

### Section 1 - Personal Details

Company Name			Company Reg No.		
First Name		Middle Name		Surname	
Age	Marital Status	Sole Trader	YES / NO		VAT No. (if applicable)
Your Address			Postcode		
Landline Tel		Work Mob	Fax		
Email		Date of birth		/ /	
Do you own or rent the above property?		Own <input type="checkbox"/> Y <input type="checkbox"/> N	Rent <input type="checkbox"/> Y <input type="checkbox"/> N		
Previous address if at current address less than 3 years					
Address			Postcode		
Next of Kin Name			Tel no.		
Address			Postcode		

### Section 2 - Payment Details

Bank / Building Society		Account Title	
Address		Postcode	
Sort Code	<input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/>	Account No.	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Building Society Account Ref / Roll No.			
If you bank with a building society or similar institution you may need to tell us the building society reference. Some accounts do not accept automated transfers. Please check with your account manager.			
N.I. Number	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>		
Unique Tax Ref No.	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>		

All Subcontractors must have this number which must be registered under the CIS scheme through the Inland Revenue. It can be found on your Tax Return or from your local Tax Office.

### Section 3 - Trade details

Trades covered	(Principal trade FIRST)						
Areas / Post codes covered							Length of trading (YEARS) <input type="text"/>
Vehicle Details	Make		Model		Colour		Registration

Section 4 - Availability (Please tick where applicable)

	MON	TUES	WED	THUR	FRI	SAT	SUN	24/7
DAYS 06:00 TO 17:00								
LATES 17:00 TO 22:00								
NIGHTS 22:00 TO 06:00								

Section 5 - Asbestos Awareness and Health & Safety

Have you undertaken Asbestos Awareness Training?		Have you undertaken Health and Safety Training?	
YES Please provide a copy of the certificate	NO See appendix Asbestos Awareness Training	YES Please provide a copy of the certificate	NO See appendix Health & Safety At Work Act 1974

Section 6 - Operatives Details

**All operatives details who will be working with you whilst undertaking work for Sterling Trade Services (Please continue on separate sheet if necessary)**

Name	Name
------	------

Section 7 - References

**Reference 1 (e.g. Former employer, customer)**

Name	Relationship
Contact Number	Checked <input type="checkbox"/>

**Reference 2**

Name	Relationship
Contact Number	Checked <input type="checkbox"/>

Section 8 - Criminal Convictions

**Do you have any current or previous criminal convictions? (If so please give details)**

Section 9 - Confirmation

SUBCONTRACTOR  Date:

PRINT

I confirm all of the information on this form is complete and accurate to the best of my knowledge. I confirm that Sterling Trade Services Ltd may approach the references shown for additional information as required and I agree that a credit check may be completed through a credit reference agency in respect of this application.

**I confirm that I have read, understood and agree to the Subcontractor Agreement Terms and Conditions.**

Please sign and return the following:

Signed Agreement of Service/ Completed Data Form <input type="checkbox"/>	<b>ELECTRICIANS ONLY</b>	One proof of address <input type="checkbox"/>	<b>GAS ENGINEERS ONLY</b>
VAT Invoice if VAT registered <input type="checkbox"/>	NICEIC <input type="checkbox"/> (proof of certification)	One proof of identity <input type="checkbox"/>	Copy of Gas Safe Certificate <input type="checkbox"/>
Two Passport Photographs <input type="checkbox"/>	NAPIT <input type="checkbox"/> (proof of certification)	Public Liability Insurance Copy At least £2m cover for all trades <input type="checkbox"/>	Gas Safe Card - Front & Back <input type="checkbox"/>
Trades Description <input type="checkbox"/>	SELECT Scotland <input type="checkbox"/> (proof of certification)	Health & Safety Training Cert. <input type="checkbox"/>	Copy of ACS Qualifications <input type="checkbox"/>
	Other Competency Schemes <input type="checkbox"/> (proof of certification)	Asbestos Awareness Cert. <input type="checkbox"/>	Completed Gas Test <input type="checkbox"/>

## **Trade Descriptions 1968 (Please read Document 1)**

Sterling Trade Services is committed to providing their customers with the very best quality of service from start to finish. We aim to provide a rapid solution to customers domestic emergencies by providing qualified tradesmen that will operate with utmost care, skill and integrity.

Sterling Trade Services positively endorses the Trade Descriptions Act 1968

Please find a copy of the Trades Description Act 1968 could you please read this document carefully and sign below to confirm that you have read and understood.

## **Procedural Awareness (Please read Document 2)**

Please read through the attached/enclosed Procedural Awareness document and sign at the bottom of the page to say you agree to the procedures. All of our policies and procedures are detailed in our Ethical Code of Conduct Booklet, which you will receive in your Welcome Pack once the sign up process is complete.

## **Engineer Terms & Conditions**

Please read through the attached/enclosed Engineer Terms & Conditions and sign below to confirm receipt.

## **Credit Check**

As part of the recruitment process we will carry out a credit check on you as an individual to make sure you are credit worthy. We will contact you if there are any problems after the check has been completed.

Please sign below to confirm you have read and understood all the above documentation.

I agree to comply with the standards as laid down in all Sterling Trade Services Ltd procedures and policies.

Name .....Signature ..... Date .....



## 7. PAYMENTS FROM CLIENTS

**7.1** The Subcontractor shall immediately account to the Company in full for any cash payments received by clients. Where the Subcontractor needs to purchase materials to enable him to provide the Services he shall, subject to compliance with the Company's procedures and credit being given for the amount expended, be permitted to purchase the materials using the payment received from the client and shall only account to the Company for the balance. Such payment shall be made by the Subcontractor to the Company by credit or debit card using the Company's online payment system in your control panel or by telephoning the operations department or by link

**7.2** If the subcontractor fails to pay any amount payable by it under clause 7.1 or this agreement, the Company may charge the Supplier interest on the overdue amount from the due date up to the date of actual payment, after as well as before judgment, at the rate of 8% per annum above the base rate for the time being of Lloyds TSB Bank PLC. Such interest shall accrue on a daily basis and be compounded quarterly and the Subcontractor shall pay the interest immediately on demand.

## 8. INTELLECTUAL PROPERTY RIGHTS

**8.1** The Subcontractor assigns to the Company, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the products of the Services.

**8.2** The Subcontractor shall obtain waivers of all moral rights in the products, of the Services to which any individual is now or may be at any future time entitled under Chapter IV of Part 1 of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.

**8.3** The Subcontractor shall, promptly at the Company's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as the Company may from time to time require for the purpose of securing for the Company the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights assigned to the Company in accordance with clause 8.1.

**8.4** The Subcontractor shall not cause or permit anything or allow others to cause or permit anything which may damage or endanger the Intellectual Property Rights of the Company or any third party with whom the Company contracts in relation to the Services.

## 9. INDEMNITY

**9.1** The Subcontractor shall keep the Company indemnified in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by the Company as a result of or in connection with:

(a) any claim made against the Company by a third party arising out of, or in connection with, the supply of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Subcontractor, its employees, agents or subcontractors; and

(b) any claim brought against the Company for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt, use or supply of the Services.

**9.2** The Subcontractor shall maintain in force, with a reputable insurance company, professional indemnity insurance and public liability insurance with cover of no less than £2,000,000 (two million pounds) per policy if the Services include heating and plumbing services or cover of no less than £1,000,000 (one million pounds) where the Services do not include heating or plumbing services to cover any liabilities that may arise under or in connection with the Contract and shall, on the Company's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance and shall permit the Company and any relevant third party with which the Company has contracted to approach the insurer directly in the event of any claim being made in respect of the Services or otherwise against the Company..

**9.3** The Company shall not be liable to the Subcontractor for his death or injury or loss or damage to the Subcontractor's property unless it is caused by the negligence or failure of the Company to perform its obligations under this agreement or general law.

**9.4** This clause 9 shall survive termination of the Contract.

## 10. CONFIDENTIALITY

A party (Receiving Party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to, or otherwise obtained by, the Receiving Party by the other party (Disclosing Party), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause 10 shall survive termination of the Contract.

## 11. RESTRICTION

In order to protect the confidential information and business connections of the Company to which he has access as a result of the Services, the Subcontractor covenants with the Company that he shall not for 6 months after the termination of this agreement, solicit or endeavour to entice away from the Company the business or custom of a Restricted Customer with a view to providing goods or services to that Restricted Customer in competition with any of the Services. If the Subcontractor commits any breach of clause 11, he shall, without prejudice to any other rights or remedies of the Company, on demand, pay to the Company a sum equal to 50% the charges paid by the Restricted Customer to the Subcontractor in relation to the competing services. The Sub-contract agrees that this is a genuine pre-estimate of the Company's loss. This clause 11 shall survive termination of the Contract.

## 12. TERMINATION

**12.1** Without limiting its other rights or remedies, the Company may terminate the Contract with immediate effect by giving written notice to the Subcontractor if:

(a) The Subcontractor fails to pay any amount due under the Contract on the due date in accordance with the Company's policies and procedures;

(b) the Subcontractor commits a material or persistent breach of the Contract and (if such a breach is remediable) fails to remedy that breach within 7 days of receipt of notice in writing of the breach;

(c) the Subcontractor suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

(d) the Subcontractor commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;

(e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Subcontractor (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the Subcontractor with one or more other companies or the solvent reconstruction of the Subcontractor;

(f) the Subcontractor (being an individual) is the subject of a bankruptcy petition order;

(g) a creditor or encumbrancer of the Subcontractor attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;

(h) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Subcontractor (being a company);

(i) a floating charge holder over the assets of the Subcontractor (being a company) has become entitled to appoint or has appointed an administrative receiver;

(j) a person becomes entitled to appoint a receiver over the assets of the Subcontractor or a receiver is appointed over the assets of the Subcontractor;

(k) any event occurs, or proceeding is taken, with respect to the Subcontractor in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 12.1 (c) to clause 12.1 (j) (inclusive);

(l) the Subcontractor suspends or threatens to suspend, or ceases or threatens to cease to carry on, all or a substantial part of its business; or

(m) the Subcontractor (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

**12.2** Without limiting its other rights or remedies, the Company or the Subcontractor may terminate the Contract by giving the Subcontractor 1 week's written notice.

## 13. CONSEQUENCES OF TERMINATION

On termination of the Contract for any reason:

(a) any payments to be made by the Subcontractor to the Company pursuant to this agreement shall immediately become due and payable;

(b) the Sub-contractor shall immediately refrain from making any material purchases whatsoever on the Company's account;

(c) the accrued rights, remedies, obligations and liabilities of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination;

(d) clauses which expressly or by implication have effect after termination shall continue in full force and effect;

(e) the Subcontractor shall remain liable for all losses to the Company as a result of sub-standard workmanship or any other failure to follow the Company's procedures;

(f) the Company may withhold a reasonable amount from the amount payable to the Subcontractor under clause 6 for a period of 6 weeks from the date of termination to cover any losses or expenses reasonably anticipated by the Company in connection with the Contract; and

(g) the Subcontractor shall immediately deliver to the Company all property, information and data of the Company in its possession and shall warrant to the Company that it has not retained any copies of any information or data if the Subcontractor fails to fulfil its obligations under clause 13(g), then the Company may enter the Subcontractor's premises and take possession of any items which should have been returned under it. Until they have been returned or repossessed, the Subcontractor shall be solely responsible for their safe keeping.

## 14. GENERAL

**14.1** Force majeure: Neither party shall be liable to the other as a result of any delay or failure to perform its obligations under the Contract if and to the extent such delay or failure is caused by an event or circumstance which is beyond the reasonable control of that party which by its nature could not have been foreseen by such a party or if it could have been foreseen was unavoidable. If such event or circumstances prevent the Subcontractor from providing any of the Services for more than 7 Business Days, the Company shall have the right, without limiting its other rights or remedies, to terminate this Contract with immediate effect by giving written notice to the Subcontractor.

### 14.2 Assignment and subcontracting:

(a) The Subcontractor shall not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Company.

(b) The Company may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

### 14.3 Notices:

(a) Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax or email to the other party's main fax number or e-mail address.

(b) Any notice or communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by prepaid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by fax or email, on the next Business Day after transmission.

(c) This clause 14.3 shall not apply to the service of any proceedings or other documents in any legal action.

### 14.4 Waiver and cumulative remedies:

(a) A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

(b) Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

### 14.5 Severance:

(a) If a court or any other competent authority finds that any provision (or part of any provision) of the Contract is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

(b) If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

**14.6 No partnership:** Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

**14.7 Third parties:** A person who is not a party to the Contract shall not have any rights under or in connection with it.

**14.8 Variation:** Any variation, including any additional terms and conditions, to the Contract shall only be binding when agreed in writing and signed by The Company.

**14.9 Governing law and jurisdiction:** The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

## ALL ENGINEERS MUST:

- Treat our customers' properties with the utmost respect. Avoid causing any damage, be clean and tidy, wear boot covers to avoid muddy footprints, and clean up any mess on completion.
- **Do not make temporary repairs and always use quality, genuine parts when replacing.**
- Once on site, keep our customer and the office informed about your progress.
- When you have completed the job, test and show your repair to the customer. Complete a Sterling Trade Services job sheet with as much detail as possible, and ensure that the customer signs where applicable.
- Always keep appointments that have been agreed with our customer. If you are running late or cannot attend any allocated work, call the office immediately and give as much prior notice as possible.
- Send your paperwork to us promptly. Do not forget to include your vat invoice (where applicable) and the original receipts for any materials used.
- Using your credit or debit card, pay in any cash received from our customers within 24 hours.
- Keep us informed about your daily availability. Any out-of-hours and weekend work you can cover will help you achieve greatness.
- Do not bypass our processes or leave your personal contact details with our customer.
- If our customer requires further work, you should pass their details to the operations team directly.
- Use the online portal to view your weekly payment statement and let us know about any discrepancies as soon as possible.
- Maintain your public liability insurance and update any expiring qualifications.

## PLEASE PROVIDE ALL OF THE FOLLOWING:

Completed Subcontractor Registration Form

Proof of valid Public Liability Insurance: All trades minimum £2m cover

VAT Invoice if you are VAT registered

(You do not need to be VAT registered to be on our network)

Copies of Gas Safe card, back and front, Gas Safe Certificate (if applicable) Copies of qualification certification (eg. ACS, City & Guilds,

NVQ, NICEIC) Valid ECGA Calibration Certificate

CIS card or U.T.R number

Bank paying in slip

Signed Signature Sheet

One proof of address

One proof of identity

Asbestos Awareness Cert (If held)

Health & Safety Cert (If held)



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# Asbestos Training

The use of all asbestos containing materials was not banned until 1999. This means any building built or refurbished before the year 2000 could contain asbestos.

Any worker liable to disturb asbestos while performing their normal everyday work is required to be trained. Every employer must ensure that adequate information, instruction and training is given to those employees who are liable to be exposed to asbestos during the course of their work.

## What type of training is necessary?

All workers who are liable to disturb asbestos during their normal work should be trained so that they can recognise asbestos containing materials and know what to do if they come across them. The training needs to be appropriate for the work and the roles undertaken by individuals.

**There are three types of asbestos training:**

- Awareness training
- Training for work with asbestos that does not require a licence from HSE
- Training for asbestos work that does require a licence from HSE.

## Awareness training

This training is for those persons who are liable to disturb asbestos while carrying out their normal everyday work, or who may influence how work is carried out, such as:

<b>General maintenance workers</b> <b>Electricians</b> <b>Plumbers</b> <b>Joiners</b>	<b>Painters and decorators</b> <b>Plasterers</b> <b>Construction workers</b> <b>Roofers</b> <b>Shop fitters</b>	<b>Gas Fitters</b> <b>Heating and ventilation engineers</b>
<b>Demolition workers</b>	<b>Telecommunication engineers</b> <b>Fire/burglar alarm installers</b> <b>Computer installers</b>	<b>Architects</b> <b>Building surveyors</b> <b>etc.</b>

**Please note:** There are other occupations who are liable to disturb asbestos in addition to those listed in the above table.

You will need awareness training so you know how to avoid the risks and how to protect yourself. Asbestos awareness training should include the following topics:

- The properties of asbestos and its effects on health, including the increased risk of developing
- lung cancer for asbestos workers who smoke
- The types, uses and likely occurrence of asbestos and asbestos materials in buildings and plant
- The general procedures to deal with an emergency, e.g. an uncontrolled release of asbestos dust into the workplace
- How to avoid the risk of exposure to asbestos.

**Important** - Awareness training is not enough if you plan to carry out any work with asbestos containing materials.

Online learning (often referred to as e-learning) is increasingly used as a method of providing asbestos awareness training. HSE recognises the use of e-learning as a viable delivery method, among others, for the delivery of information, instruction and training in relation to asbestos awareness training, provided the course content satisfies the objectives as stipulated in Regulation 10 of the Control of Asbestos Regulations 2012 and the supporting Approved Code of Practice.

## Organisations providing Asbestos Awareness are listed below:

**UKATA:** <http://www.ukata.org.uk/> - **NATAS:** <http://www.natas.co.uk/>

**Source:** HSE website <http://www.hse.gov.uk/index.htm>

# Trades Descriptions Act 1968 - Document 1

The Trades Description Act came into effect on 30 November 1968. It replaced and expanded the old Merchandise Mark Laws dealing with mis-description of goods in general and its particular job to ensure, as far as possible, that people tell the truth about goods, prices, and services. A copy of the complete text of the Trade Descriptions Act can be obtained from The Stationery Office.

## Contents

- What the Act Does
- False Trade Description
- False Statements about Services, Accommodation or Facilities
- Enforcement
- Definition and Marketing Orders
- Wise Shopping - General Information

## What the Act does:

The Act makes it an offense if a trader

- A. Applies a false trade description to any goods; or
- B. Supplies or offers to supply any goods to which a false trade description is applied; or
- C. Makes certain kinds of false statement about the provision of any services, accommodation or facilities.

## False Trade Description

For the purpose of this Act, a trade description is an indication as to one of a number of matters listed in the Act. The quantity, size or gauge of goods ('this bedspread is 70x90"). How they were made or processed ('hand sewn'). What they are made of ('solid brass'). Their fitness for purpose, strength, performance, behaviour or accuracy ('unbreakable'). Any other physical characteristics which they possess ('fitted with disc brakes'). A statement that the goods have been tested or approved by any person ('this encyclopaedia has been approved by the Local Education Authority'). Where they were made ('made in England'). When they were made ('18th century mirror'). Who made them ('Van Gogh painting'). Any other information about their history ('reconditioned: government surplus stock').

To be an offense the indication must be false to a material degree. It is not enough for it just to contain a quite insignificant accuracy. It must be applied to the goods in question, whether in writing or by means of an illustration, symbol or other marking on the goods themselves, on containers, labels, show cards, in advertisements etc, or in an oral statement.

False indications by a trader of Royal patronage or approval of his goods or services are also covered by the Act. So are false indications that goods or services are of a kind supplied to any person (e.g 'as supplied to the National Theatre').

## False Statements about Services, Accommodation or Facilities

The act covers statements about one or more of a number of listed matters – the provision or services, accommodation or facilities; their nature; the time at which they are provided; how they are provided or who provides them; their examination, approval or evaluation by a person; where accommodation is provided or what amenities it has. Here is again the statement must be false to a material degree. Spoken as well as written statements, including statements in advertisements, are covered.

Not every statement about services etc which turns out to be wrong is covered. A trader commits an offense only if the statement is false when it is made, and the trader knows it to be false or makes it recklessly, not caring whether it's true or false. If a trader offers to provide a service, but fails to do so, you may have a right to sue him for breach of contract, but the act is not involved.

Generally speaking, statements about houses are outside the scope of the Act unless they relate to such matters as holiday accommodation. Nor is the Act directly concerned with the question of compensation which is normally a matter for the civil law. However as a result of the criminal justice Act 1972 a court which convicts a person of an offense under the Trades Description may, if it sees fit to do so, also make a compensation order in favour of the victim of the offence.

## **Enforcement**

Local Trading Standards authorities are under a statutory duty to enforce the provisions of this Act and the Act gives them power of entry, inspection and seizure to help them do it.

If, as a consumer, you think that the law is being broken, let your local Trading Standards Authority know. It is not their job to get you compensation for any disappointment you may have suffered, but they can investigate and take whatever steps they deem necessary to prevent others being deceived.

If as a trader you need advice on what to do to comply with the law, your Local Trading Standards authority will be able to help. The address of the nearest office of the Local Trading Standards Authority will be obtainable at the Town Hall or Civic Centre.

## **Definition and Marking Orders**

Powers are available under the 1968 Act by which the definitions of the words traders use to describe their goods or services could be laid down. Orders could also be made requiring goods to be marked with or accompanied by information necessary for consumers of their goods, or for such information to appear in any advertisement for the goods.

## **Wise Shopping – General Information**

That Act means that if a trader gives factual information about his goods voluntarily, or makes other statements because he is obliged to by an Order under the Act he must get it right. But if he does not say something; be careful about drawing your own conclusions about the goods. If the facts which matter to you are not already stated, ask about them.

Think before you buy – it's much easier and more satisfactory than sorting out the problem later. If you are dissatisfied with your purchase – and this is of course, quite a separate question from whether there has been a breach of the Act – take the matter up with the shop keeper in the first place. If he will do nothing, it may be worth writing to the manufacturer (although generally speaking he is under no legal obligation to you).

If you need assistance, talk to your local Citizen's Advice Bureau (they run an advisory service for consumers) or, if your local authority has a consumer advice service, to them.

If you consider that you are asking no more than your legal rights, in the last resort it is up to you to enforce them by taking the trader to court in a civil action- no one else can do that on your behalf. Before considering legal action, you may want to know about the Legal Advice Scheme and about Legal Aid. Your Citizens Advice Bureau or Consumer Advisory Service will be able to give you details. The address will be available from the town hall or civic centre.

# Procedural Awareness - Document 2

## **Footwear Covers Procedure**

Sterling Trade Services require all Subcontractors to wear footwear covers over suitable protective footwear whilst working in customer's properties. Protective footwear is part of your Personal Protective Equipment and is a requirement of the Sterling Trade Services health and safety policy.

## **Consequential Loss Procedure**

Sterling Trade Services provides you with a pad of "Notices of Risk of Consequential Loss". The forms give you the opportunity to ensure that any risks taken when completing work on the customer's authority, will release you of any blame. Please complete and explain the forms to your customer if you find yourself in a possible high damage risk scenario and staple to your job sheet when sending in your paperwork.

## **Dustsheets Procedure**

Sterling Trade Services procedure when working in customer's property is at all times clean dust sheets must be used to protect the customer property and possessions, failure to use dust sheets will result in discipline action being taken.

## **Waste Disposal Procedure**

The Sterling Trade Services procedure for dealing with waste is that all Subcontractors must take all practical means to prevent or where this is not possible, to minimize all forms of pollution and waste, where this is not possible then all waste must be bagged up and left on site for the customer to dispose of, under no circumstance is the waste to be removed from site.

## **Shower Installation Procedure**

Any installation of showers, done on behalf of Sterling Trade Services must be installed, tested and inspected to meet the requirements BS 7671, the electrical at work regulations 1989 and the Health and Safety at Work Act 1974.

## **Electrical Procedure**

All Sterling Trade Services electricians who request to undertake electrical work which falls within the scope of Part P of the building regulations must hold a current appropriate City and Guilds or NVQ electrical qualification. Failure to provide a current copy will stop Sterling Trade Services from allocating any electrical work. All Sterling Trade Services Subcontractors who undertake limited scope electrical work must request and sign to agree to work to the Sterling Trade Services Electrical Procedure. Failure to comply with the Sterling Trade Services electrical procedure will result in disciplinary action being taken.

## **Blow Torch Procedure**

All Sterling Trade Services Subcontractor engineers who work with blowtorches must follow these requirements at all time.

When using a blow torch you must have an adequate a suitable portable fire extinguisher to British Standards 5423:1987 which must be in full working order and be kept at each area of work and used immediately if smoke or smoulder or flames are detected.

The area in the immediate vicinity of the work shall be cleared of all moveable combustible material. If the combustible material cannot be moved it must be covered and protected by overlapping sheets of non-combustible material.

A fire safety check of the working area to check for smoke, smouldering or flames (including spaces behind walls, screens or partitions and above false ceilings including lofts) shall be made at regular intervals during work and between 30, 60 minutes after completion of each period of work and immediate steps taken to extinguish any smouldering or flames when discovered.

Heat equipment will not be left unattended whilst hot or lit or switched on. Blowtorches must be filled in the open and must not be lit until immediately before use and shall be extinguished after use.

# Getting Paid & Availability

## GETTING PAID

**At Sterling Trade Services we**

**pay you weekly.**

- To do this you must post in to us weekly by post, following the process below.
- Remove the pink copy of each job sheet (for your own records).
- The system will keep track of all monies owed so all you need to do is click the link sent to you weekly to either pay us or we will send money owed to you automatically on a Friday (every engineer must have a bank account)
- Collect all the invoices together and post them recorded delivery to:
- Sterling Trade Services Ltd, 9 Fenwick Drive, M24 4SN

## IMPORTANT

**Make sure your paperwork reaches us by Tuesday, this ensures your payment will hit your account the following Friday.**

## AVAILABILITY

If you are committed to making your relationship with Sterling Trade Services a success, it is critical that you are flexible with your availability.

We are confident that we can supply you with enough jobs to make your commitment worthwhile. Of course we are dependant on the phone ringing, but we are experts at maximising every single opportunity. Your availability can be tailored to suit you as much as Sterling Trade Services.

Of course the engineers who provide the most availability will inevitably become the ones we depend on and as such will receive the majority of the work available.

## WE OFFER YOU

- Excellent commission structure
- Fully administrative support
- Weekly pay – direct into your bank account
- Call centre – we always answer the phone!
- Highly professional service
- Contractor friendly processes
- Branded paperwork
- Technical support

## WE REQUIRE YOU

- Working standards of the highest quality
- Flexible attitude to working times
- Reasonable area coverage – (min 15 miles radius)
- Genuine maintenance / repair experience
- Experience of dealing with the general public
- Own tools and transport
- Adherence to Sterling Trade Services ethical policy at all times

What We Offer & Require

## **Keep the customer informed**

After you have started work, you must make sure you keep the customer informed (disappearing into the loft for 4 hours and then presenting the customer with a £250 bill is not acceptable). As long as the customer understands what work you are doing and more importantly why you need to do it, you will eliminate any queries which may arise when you present the final bill.

## **Replace not repair**

We insist on materials being replaced rather than carrying out temporary repairs. This ensures a quality job and helps reduce the risk of call-backs (all work is guaranteed for 365 days, if we have a query about your work within that period you will have to re-visit free of charge). It is advisable for you to carry as many common parts as you can. If you need to collect parts you should take a deposit to cover the time you have spent on site and arrange a suitable time to return and complete the job.

## **Completing the Job**

Once the job is completed, make sure the customer is happy with the work and insist on them testing everything before you write out the invoice. (Any damage to a bath panel for example which was already there before you started work, must be brought to the customers attention before starting work and noted on the job sheet).

## **Detailed Job Sheet**

If the customer is happy that the job has been completed to their satisfaction (within reason) you must then complete a detailed job sheet. Remember to include a detailed account of what you found on arrival and the work that you have carried out. Also a breakdown of the materials that you have used and any recommendations for further work. If you have not replaced materials, give the reason why. Arrival and completion times must also be recorded. Make sure the customer signs the job sheet and leave them the top copy.

## **Gas work**

Where work has been carried out on a Gas Appliance you must complete all of the relevant safety checks, and record the relevant data on the job sheet. If the checks are not carried out you will not be paid until you have returned to site and provided proof to us that the checks have been

## Calculating the bill

Customers are charged a pre-agreed hourly rate and this is charged by the hour or part hour, so for example if you are on site for 20 minutes, the full hour is chargeable. If you are on site for 1hr 20 minutes then 2 hours are chargeable. You should always charge for your materials, including mark up and sundries. Here is an example:

**Hourly rate:** £119 per hour  
**Job type:** Toilet not flushing and leak from behind toilet pedestal.

Arrival time: **14:45**  
Completion time: **16:10**  
Time taken: **1 hr & 25 mins**  
Chargeable time: **2 hrs**

### The Bill

Labour (2 x £119): **£238**  
Materials: **£35 (materials cost £15 + £20 mark-up)**  
Sundries: **£4**  
Sub total: **£277**  
VAT: **£55.40**  
  
**Total** **£332.40**

## What do you get paid?

All of the payment is sent to and processed by head office and you receive a 50% share of profit on the job. On the above example the profit is as follows;

Labour: £119  
Material mark-up: £10  
Sundries: £2  
**Total: £131 – for 1 hr 25 minutes work**  
Materials reimbursed: £15 (you must provide valid VAT receipts)

## Administration

We take care of most of the admin; you simply carry out the work, take payment and we process it our end weekly. Your job sheet has three copies, one for the customer, one for your own records and one to be sent to us along with any cheques and material receipts. If customers have paid by cash, you simply bank the cash and send us a personal cheque to cover that amount or pay into our bank account.

Please note that when filling in the system you put parts on at the **cost to you** not at the cost to the customer and everything else goes under labour so that you get a full 50% of it. We will retain the VAT and the card charge. VAT can be claimed back at the end of each month by providing a total earnings invoice plus the VAT. If this is claimed late, then the VAT will have already been sent to HMRC so this must be done by the 3rd of the following month and no later.