

Contract for Services (Independent Contractor Agreement)

THIS AGREEMENT is made on date

AND IS MADE BETWEEN:

While You're Away Ltd, trading as 'Home Pet People', Churchway, Church Stretton, Shropshire SY6 6DJ ('the Company'), and

Name of Contractor and address ('the Contractor')

For the purposes of this agreement, "Assignment" means the period during which the Contractor is engaged by the Company to render services and/or work to a specified 'Client'.

Unless the context requires otherwise references to the singular include the plural and references to the masculine include the feminine and vice versa.

The headings contained in the contract for services are for convenience only and do not affect their interpretation.

1. The Contract

These terms constitute the contract between the Company and the Contractor upon being signed on behalf of the Contractor and govern Assignments undertaken by the Contractor with the Company.

This contract is terminable on written notice by either party on not less than one months' notice.

2. The Services

The Contractor shall provide house/pet sitting services to the Client on behalf of the Company.

The Contractor agrees:

- To undertake and provide the Services in accordance with the rules listed in Appendix 1 (attached), any updated briefing documents and timelines set by the Company.
- To manage and carry out the Services in an expert and diligent manner.
- To the best of their ability, promptly and faithfully to comply with and observe all lawful and proper requests which may from time to time be given to them by the Company.
- To keep the Company informed of progress on the Services in which they are engaged and shall produce written reports on the same from time to time if so requested by the Company.
- To undergo a standard disclosure check via the Disclosure and Barring Service (DBS) and to notify the Company immediately should there be reason for there to be a change in circumstances in this regard.
- To provide documented evidence of their 'right to work' within the UK.
- Never to accept direct bookings from Clients who have been secured by the Company.

While the Contractor's method of working is entirely their own and they are not subject to the control of the Company, they shall nevertheless comply with this and any other reasonable requests of the Company (or its Clients).

The failure by the Company to provide suitable Assignments for the Contractor shall not give rise to any liability on the part of the Company. The Contractor recognises that there may be periods between Assignments when no Assignments are available.

The Contractor shall not be obliged to accept an Assignment offered by the Company, nor is the Company obliged to offer such Assignments to the Contractor.

Specifically, both the Contractor and the Company declare that no mutuality of obligation whatsoever is created or implied either during the course of this contract for services or during any period when Assignments are not available.

3. Substitution

Services are normally to be provided by the Contractor personally. However, if they are unable at any time to perform their services due to circumstances beyond their control and upon approval of the Company, the Contractor may send a substitute of equivalent skill and expertise to perform the works. If no substitute can be sent in the absence of the Contractor because of illness or injury, the Contractor must inform the Company at their earliest possible convenience.

In the event that the Contractor sends a substitute or delegate or hires assistance, the Contractor will be solely responsible for the payment and control of the substitute or delegate or hired assistance and the Company will have no legal, contractual or financial relationship with such substitute or delegate or hired assistance.

4. Other activities of the Contractor

The Contractor may undertake work for any other organisation at any time, whether before, during or after this Assignment, and the undertaking of such work will not preclude the Company offering the Contractor additional Assignments as and when they become available. The Company acknowledges and agrees that the Contractor cannot be required to give the Company any priority over any other client.

5. Fees & Expenses

Fees for the Services will be as follows:

- The Company will be paid a booking fee by the Client.
- The Client will pay you (the Contractor) on completion of the assignment. You will be paid as per the agreed banding system.
- The Client will pay you (the Contractor) travel expenses a 45p per mile for any travel incurred, usually the pre-visit and actual house/pet sit.
- Insurance contributions?

The Contractor shall be entitled to be reimbursed by the Company for all out of pocket expenses wholly, exclusively and properly incurred in the performance of the Services subject to the Contractor providing the Company with receipts or other evidence of actual payment of such expenses and subject to the arrangement being specifically agreed in advance by the Company to the Contractor.

6. Data Protection

The Company collects and processes certain types of data about you and does so in line with data protection legislation that is in force from time to time. Please read the Company's Privacy Notice for Contractors which is attached to this document for more information about the types of data processed and the reasons for the processing.

Where you, as part of the provision of your services, process data on behalf of the Company, you are acting as a data processor. You understand your responsibilities in relation to data protection legislation and have in place appropriate technical and organisational measures to ensure data is processed in accordance with those responsibilities.

7. Confidentiality

In order to protect the confidentiality and trade secrets of the Company and without prejudice to every other duty to keep secret all information given to it or gained in confidence, the Contractor agrees on its own part and on behalf of its Staff as follows:

- not at any time whether during or after an Assignment (unless expressly so authorised by the Company as a necessary part of the performance of its duties) to disclose to any person or to make use of any of the trade secrets or confidential information of the Company
- to deliver up to the Company (as directed) at the end of each Assignment all documents and other materials created by it or their staff during the course of the Assignment
- not at any time to make any copy, abstract, summary or précis of the whole or any part of any document or other material belonging to the Company except when required to do so in the course of its duties under an Assignment in which event any such item shall belong to the Company as appropriate.

You shall make yourself aware of the Company's policies in relation to compliance with data protection legislation that is in force from time to time and undertake to act in accordance with these at all times, including exercising reasonable care to keep safe all documentary or other material containing confidential information. You shall inform the Company immediately upon discovery of a data breach.

8. Company's Property

Upon the expiration or termination of appointment under this Agreement for whatsoever cause, the Contractor shall forthwith deliver up to the Company or its authorised representative all its property, including all equipment, materials, tools, keys, swipe cards, credit cards, computer hardware and/or software, books, documents, account records and any other papers which may be in their possession, custody or control and which are the property of the Company or which otherwise relate in any way to the business or affairs of the Company and no copies of the same or any part thereof shall be retained by them. They shall then (if required by the Company) make a declaration that the whole of the provisions of this clause have been complied with.

9. Termination of Agreement

The Company shall have the right to terminate or suspend this agreement at any time by summary notice without any payment in lieu, in the event of the Contractor:

- Being in material or persistent breach of any of the terms of this Agreement.
- Dying or becoming by reason of incapacity incapable of managing their affairs.
- Having a bankruptcy order made against them or making any arrangement with creditors or having an interim order made against them.
- Being convicted of any criminal offence other than a minor driving offence under the Road Traffic Acts.
- Persistently and wilfully neglecting or becoming incapable for any reason of efficiently performing the Contractor's Services; or
- Doing any action manifestly prejudicial to the interests of the Company or which in the opinion of the Board may bring the Company into disrepute.

The Contractor shall have no claim against the Company in respect of the termination of their appointment for any of the reasons specified in section 10.

10. Tax Liabilities

The Company and the Contractor declare and confirm that it is the intention of the parties that the Contractor shall have the status of a self-employed person and shall be responsible for all income tax liabilities and national insurance or similar contributions in respect of fees. Accordingly the Contractor hereby agrees to indemnify the Company in respect of any claims that may be made by the relevant authorities against the Company in respect of income tax and national insurance or similar contributions relating to the Services under this Agreement.

11. Indemnity

The Company has overall Liability Insurances that will cover the Contractor/Client, details of which and summarised in appendix 2. Outside of the specifics of the Company Insurances, the Contractor shall be liable for any loss, damage or injury to any party resulting from the negligent acts or omissions by themselves or any substitute delegate used during an Assignment. The Contractor shall ensure the provision of adequate Employer's Liability Insurance (where applicable), Public Liability Insurance and any other suitable policies of insurance in respect of the Contractor and its staff/delegates during an Assignment and shall make a copy of the policy available to the Company upon request.

12. Notices

All notices shall be in writing and shall be deemed to have been duly given when delivered by email, by hand or posted by pre-paid first class post to the intended recipient at the associated email address/ the address stated in this Agreement or to such other address as that party may specify to the other in writing. Notices sent by email shall be deemed received once a 'read receipt' has been read post of delivery of sending, and notices which have been posted as above shall be deemed received on the second business day following posting. Notices given by the Company shall be deemed properly served on the Contractor.

13. Miscellaneous

The Contractor is not entitled to any paid leave of absence for reasons of sickness, injury or holiday or for any other reason from the Company. The Contractor is not entitled to any of the statutory rights extended to an employee as defined by Section 230 of the Employment Rights Act 1996 and set out in that Act as a whole.

These terms constitute the whole agreement between the Company and the Contractor upon being signed on behalf of the Contractor and govern Assignments undertaken by the Contractor with the Company. No variation or alteration to the terms shall be valid unless approved in writing by both parties to the agreement, who represent the only parties who can rightfully enforce any of its provisions.

SIGNED:

SIGNED:



.....
Name Felicity Kienstra
For and on behalf of the Company

.....
Name
Contractor

House and Pet Sitting Rules and Procedures

The Contractor (Sitter) agrees to abide by the following rules while sitting for a Client:

1. To attend a Client meeting prior to the assignment without pay but with travelling expenses to be paid by the Client.
2. To clearly establish the Client's exact requirements for the assignment using a prepared checklist.
3. To live in the Client's house for the duration of the assignment, and to leave the premises for no more than four hours at a time (during the daytime only).
4. To ensure the Client's house and pets are safe and secure during the assignment and the pets are cared for according to the Client's instructions.
5. To maintain the Client's house in a clean and tidy manner and carry out any special instructions agreed with the Client at the pre-meeting. On departure, to leave the pets groomed and the house as clean and tidy as it was before the assignment.
6. To arrive punctually for the assignment and ensure the Client's satisfaction on departure.
7. Not to have any visitors during the assignment without the prior agreement of the Client - nor to have any form of party at all. Strictly NO overnight visitors, unless the client has given prior permission for a spouse/partner to stay; this to be agreed with the Company.
8. In an emergency, to follow the Client's instructions given at the pre-meeting and to report to the Company.
9. To contact the Company immediately if unable to complete the assignment for any reason (illness, family problems etc.) so that arrangements can be made by the to cover the absence.
10. Not to drive the Client's vehicles unless so instructed and only if certain that comprehensive insurance cover exists.
11. Not to ride horses without the permission of the Client. To keep dogs on a lead for at least the first day and thereafter if instructed by the Client. To check all fencing personally. To check all animals head to toe on arrival.
12. To keep a record of any phone calls made and reimburse the Client for any of a private nature.
13. To inform the Client at the end of the assignment of any breakages or damage to the Client's property.
14. To report to the Client any developments at the end of the assignment, including passing on any messages.
15. To collect from the Client the sitting charge and travelling expenses at 45p per mile.
16. Not to take other assignments or pet care (such as dog walking) whilst on a Company assignment.
17. To conduct themselves throughout the assignment as the responsible, thoughtful, kind and considerate people they are and as the Company promote them.
18. Never to smoke in a client's home.

Insurance Cover

Our insurance policy documents are available upon request. In particular, please be aware of the following:

- 1) Public Liability – This offers you as the policy holder cover should a 3rd party suffer a financial loss or physical injury as a direct result of your business' negligence. Should the 3rd party wish to sue you then the policy cover will be in force. An example of this is one of your employees is playing ball in a customer's house with a customer's dog and the ball is thrown and accidentally knocks the plasma TV screen from the wall. There is clear negligence (fault) here and the policy would respond covering the cost of a claim.
- 2) Employers liability – This offers you cover should anyone who works for your business either on a voluntary or paid basis, be injured whilst working for your business and that injury is caused by the negligence of the business. As an example you send one of your employees to pick up a dog but not warn them first that they need to approach it in a certain way or it will bite, and the dog bites the employee.

There are cover limitations applicable to our policy, these are shown in the form of endorsements on your policy schedule. One of these endorsements is ASP57, this specifically explains some of the conditions of cover with regards to Pet/Animal minding.

ASP57 – Pet/Animal Minding (Excluding Equestrian)

It is a condition precedent to liability that no more than 6 pets are walked at any one time.

The owner's written consent must be obtained before pets are exercised off lead.

The **Policy** excludes claims arising as a result of horses being ridden or exercised.

There is no cover under this **Policy** in respect of damage to **Your** or **Your** customer's **Property** where such **Damage** is caused by any animal which is the **Property** of **Your** customer.

- 3) Your and the customers property - there is no cover for damage to your or our customers property caused by any animal which is at the property of a our customer. As stated in our policy wording under Definitions (Page 11) it states that 'You' will also refer to any employee.

You, Your, Yours

You, Your, Yours means the party or parties named in the **Schedule**, and at **Your** request includes:

1. any principal, landlord, lessor, hirer or any other party as may be required by contract;
2. any party for whom **You** are carrying out a contract away from **Your** own premises
3. any of **Your** directors or partners;
4. any **Employee**;
5. any officer or member of **Your** catering, social, sports or welfare organisations, first aid, fire, security or ambulance services;
6. **Your** executor in the event of the **Your** death;
7. any **Employee** or director or any accompanying spouse whilst overseas in the course of the **Business** and acting in a personal capacity;

but (other than in respect of 7.) only in respect of liability for which the party or parties named in the **Schedule** would have been entitled to indemnity under this insurance if the claim had been made directly against **You**.

Incidents such as this should be claimed against the home insurance in place on the property owned by your 'away from home' contents cover.