

# Application Form

Please complete this form using **BLOCK CAPITALS**. We **cannot** process payments **until** a fully completed form is received. Please tick the boxes where required.

This application form together with the attached terms and conditions create a legally binding contract for the provision of tax and accounting services to you by us, Apple Payroll Solutions Limited (APS) on which we intend to rely. These services are a mandatory requirement of your agreement to provide services to the client/recruitment Company set out in Section 3. By signing the declaration at section 5 you are agreeing to the terms which for your own benefit and protection you must read carefully and understand before accepting. If you have any queries please call us on 0208 286 7087.

## SECTION 1 - Personal Details

Title: Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Miss <input type="checkbox"/> Other <input type="text"/>	Date of Birth: <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"/> DD MM YYYY
Forename(s): <input type="text"/>	NI Number: <input type="text"/>
Surname: <input type="text"/>	Nationality: <input type="text"/>
Address: <input type="text"/>	E-mail: <input type="text"/>
<input type="text"/>	Home Tel: <input type="text"/>
<input type="text"/>	Work Tel: <input type="text"/>
<input type="text"/>	Mobile: <input type="text"/>
Post Code: <input type="text"/>	Occupation: <input type="text"/>

VAT Number (if applicable):  Please send us a copy of your VAT certificate. Please note the service you are able to use will be subject to a review of your working arrangements and contracts.

If you already self-employed please provide your Unique Tax Reference (UTR):

Your tax office address:

Post Code:

If you already have a public liability insurance in place, please provide us:

Provider's name:  Policy number:

Maximum cover (£):

If NOT, would you like us to refer you to an insurance company: Yes  No

## SECTION 2 - Personal Bank Details

Please enter details of your sterling UK, Isle Of Man or Channel Island personal bank account.

Bank/Building Society Name:  Branch Name:

Account Holder's Name:

Sort Code:   Account No:

If you require assistance in opening an account please tick this box.  N.B This service is subject to standard banking procedures.

## SECTION 3 - Invoicing Details

Please provide details of your recruitment company or client we are to invoice, together with your rates of pay. We will check these details with the recruitment company/client who will also be required to approve each invoice and make payment to us before the payments are made to you.

## SECTION 4 - Contract Status Questionnaire

**The following section has been developed in consultation with HM Revenue and Customs to help us to identify your key working arrangements.** This section must be completed to ensure your payment can be processed. For each of the eight points below, please tick the one, which is closest to your situation. If you make any amendments to your answer please initial the change.

- 1) a  You are carrying out a specific project for the client; **OR**  
b  You are providing specific skills to the client and cannot be moved from job to job by client; **OR**  
c  You are providing your skills to the client but can be moved from job to job depending on what exactly the client needs at the time.
- 2) a  If you are ill or want to take some time off, and the client needs the work carrying out, you could send another person to the client, and the client would accept this person instead of you as long as the person was competent; **OR**  
b  If you are ill and want to take some time off, and the client needs the work carrying out, either the client or the agency would find someone to fill in you.
- 3) a  You are free to carry out the work whenever you want, provided you meet agreed deadlines; **OR**  
b  You can vary your working hours provided this is agreed with the client; **OR**  
c  You are required to work a specific number of hours.
- 4) a  The client tells you where to carry out the work - for instance, at the client's office or workplace; **OR**  
b  You can do the work wherever you want as long as you deliver the end result agreed with the client.
- 5) a  You decide how to carry out your work; **OR**  
b  There is a supervisor or manager who can control your work and tells you how to do it.
- 6) a  If you make a significant mistake, you have to correct it in your own time and can't charge this time on your timesheet; **OR**  
b  If you make a significant mistake you will correct it, but you will charge the time on your timesheet and get paid for it.
- 7) a  The client provides everything you need to carry out the work; **OR**  
b  You have to provide significant equipment or materials without which you cannot do your job. (Not cars used for getting to work). If so, please state what you provide below; **OR**  
c  The client provides the key items and facilities you need but you supply some equipment or materials.  
If so please state what you provide and why.
- 8) a  You take no part in management of the client's staff; **OR**  
b  You manage junior staff and/or take part in management meeting which are not about the work or what you are doing; For instance, staff appraisals.

## SECTION 5 - Declaration and Signature

1- I confirm that all details in this application are true and correct.

2- I have read, understood and accept the terms and conditions detailed within the contract for services to be provided by me to the recruitment company/client a copy of which has been provided to me with this application form. I also accept that the terms of this agreement will apply for each assignment that I undertake with the client/recruitment company or any other client who requires me to prepare invoices through APS.

3- By signing this agreement, I agree to the exclusive billing services between APS and me for the duration of the agreement. I confirm that, for the duration of this agreement, I will not directly raise sales invoices with the client/recruitment company and (save in the case of manifest error), I will accept invoices raised on my behalf by APS and that I may be liable for the lost revenue and other damages suffered by APS if I seek to issue invoices directly. I also confirm that I will if required register for VAT and I will notify any changes to my VAT circumstances (including if I cease to be a taxable person or if I change my registration number).

4- APS and my recruitment company/client have my authority to hold and exchange information including all personal information for the purpose of the Data Protection Acts.

5- I understand that I must have public liability insurance in order to undertake any work.

Signature:

Date:

# CONTRACT FOR SERVICES

Between:

**Apple Payroll Solutions Limited** a company registered in England and Wales (company number 7318185) whose registered office is at 47 Consfield Avenue New Malden, Surrey, KT3 6HD (the 'Company')

and

**The individual** whose name and address are set out in the application form to which these terms are attached (the 'Contractor')

## 1 Contract and term

- 1.1 This contract ('Contract') includes these terms and conditions, together with the application form to which it is attached (the 'Application Form') and sets out the terms on which the Company will provide the Services (set out in clause 2) to the Contractor in relation to the Contractor's provision of services to the Client as set out in the Application Form. The services under this Contract are a mandatory condition of the Contractor's engagement with the client set out in section 3 of the Application Form (the 'Client') and are to be provided on an exclusive basis.
- 1.2 This Contract will commence on the date upon which the Contractor accepts the terms and (save for the tax return specified in clause 2.1.3) will continue until the Contractor ceases to provide services to the Client, unless terminated sooner in accordance with Clause 4.
- 1.3 The Contract will be formed either by the signature of the Application Form by the Contractor or by the details required by the application form being provided and acceptance of the terms being given by telephone and will require no further acceptance by the Contractor or the Company.

## 2 Scope of services and fees

- 2.1 In return for the fees set out in clause 2.2 below, the Company will provide the following services during the term of the Contract (the 'Services'):
  - 2.1.1 to prepare weekly or monthly invoices (as agreed with the Client from time to time) and submit the invoices to the Client in respect of the timesheets submitted to the Company by the Contractor or by the Client (as applicable);
  - 2.1.2 to receive and process payments from the Client in respect of the invoices and to forward the amounts (following deduction of fees) to the personal account of the Contractor set out in the Application Form (payments will be made by BACS payment and may take up to five working days to credit to the Contractor's account);
  - 2.1.3 to provide tax and accounting advice relating to the provision by the Contractor of services to the Client and prepare an annual tax return in respect only of the income received and costs generated in relation to the invoices prepared by the Company.
- 2.2 The fees payable in respect of the preparation and submission of invoices shall be 5% of the amount of any invoice prepared. A fixed fee of £200 will be charged for the preparation of the tax return and other tax advice for current tax year. If any additional services are required (including a tax return not solely relating to the income and costs pursuant to the invoices) the fee shall be agreed prior to any work being commenced. The Contractor will also pay any bank fees incurred by the Company in making any payment to bank accounts outside the United Kingdom if agreed in the Application Form or otherwise.
- 2.3 The fees in clause 2.2 are exclusive of any applicable VAT, which shall be paid as invoiced by the Company from time to time. All fees shall be deducted from the invoice payments received, in the case of the invoicing fees from the payment in respect of the invoice to which they relate.
- 2.4 The Company will deduct the tax return fee, in twenty five weekly instalments of £8, from payments due to the Contractor. Where the contract terminates before all instalments have been deducted, the balance will be payable within 30 days of the submission of the tax return by the Company.
- 2.5 The Contractor will make payment within 30 days of any written request for payment of any fee not able to be deducted from an invoice at any time, including where the services to the Client have ceased. If any part of the fee is overdue in respect of any of the Services, then the Company may immediately cease provision of all Services.

## 3 Warranties and Limitations

- 3.1 The Contractor confirms to the Company that all statements of fact contained in the Application Form are true and accurate at the date of this Contract and on each day during the term. The Contractor agrees to inform the Company of any change to his or her circumstances which would change the statements of fact in the Application Form or would otherwise affect the provision of the Services by the Contractor to the Client or the Contractor's performance of his or her obligations to the Client or his personal or tax status in relation to the Client.
- 3.2 The Contractor will comply with all obligations which it owes to the Client and/or the ultimate recipient of the Contractor's services (including maintaining public liability insurance and the quality and standards of the provision of the relevant services).
- 3.3 The Company does not guarantee any tax treatment or position for the Contractor, who will be responsible for his/her own tax and national insurance contributions at all times.
- 3.4 The Contractor is responsible for (1) the accuracy of all timesheets and their approval by the Client and submission to the Client or the Company (as applicable from time to time) and (2) for recording all business expenses, and for submitting such records, with receipts and supporting documentation, to the Company in good time following each tax year end.
- 3.5 This Contract for Services is not a relationship of master and servant or any employment relationship. The Contractor operates an independent business on his or her own account and is not part of the Company's business. Nothing in this Contract will constitute a partnership or joint venture between the Contractor and the Company.
- 3.6 The Company will provide the Services with all reasonable skill and care, but all other warranties (express or implied) which may be excluded by law shall not apply to the provision of services.
- 3.7 Save in the case of fraud, or for personal injury or death caused by the negligence of the Company or its employees, agents or offices, the Company's liability under this Contract shall be limited to the amount of the fees paid to it under this Contract.
- 3.8 Under no circumstances will the Company be liable for (i) any indirect, economic or consequential loss, (ii) any dispute as to services provided and payments due between the Client and the Contractor (including any disputed invoice or timesheet), (iii) any failure by the Client to make payment to the Company to permit payment to be made to the Contractor or (iv) any matter between the Contractor or the Client and the ultimate recipient of the Contractor's services.

## 4 Termination

- Either party may terminate this contract immediately upon written notice if:
- 4.1 the other party is insolvent or bankrupt, or has any steps taken to institute any creditor protection, bankruptcy or insolvency proceedings of any nature in any jurisdiction;
  - 4.2 the other is in material breach of this agreement; or
  - 4.3 (In the case of the Company) the Contractor is in breach of its agreement with the Client or of any of the statements or warranties set out above or in the Application Form.

## 5 General

- 5.1 This Contract shall be interpreted in accordance with the laws of England and the parties agree to the exclusive jurisdiction of the Courts of England and Wales.
- 5.2 The benefit of this Contract may be assigned by the Company to any person carrying on the business in succession to it. The Contractor may not assign the benefit of this Contract.
- 5.3 All information obtained by the Contractor whilst carrying out this Contract will be treated in utmost confidence and not disclosed to any third party without prior agreement.
- 5.4 If any term or provision of this Contract is deemed to be unenforceable, then that term or provision shall be deleted and the remaining terms and provisions shall remain in force.