

## THIS CONTRACT FOR SERVICES

Between:

Quest Construction Solutions NE Limited T/A QPS (company registration whose registered office is at Unit A, Telford Court, Chester Gares Business Park, CH1 6LT ("the Supplier"); and The named operative which trades under the business name Quest Pay Solutions NE Limited for the purpose of providing sub-contractor services to its Clients ("The Operative").

## BACKGROUND

- A. The Supplier is a provider of services to various clients ("Clients"). The Supplier is engaged by Clients to provide the services of its employees and subcontractors on various specific and distinct contracts ("Engagements").
- B. The Operative has skills and abilities which may from time to time be available to The Supplier ("the services").
- C. The Supplier and the Operative agree that if the Operative offers to make his services available to The Supplier and is engaged by The Supplier, the terms and conditions in this Contract for Services shall apply.
- D. If and when the Operative provides the services to the Supplier on an Engagement, such a provision of services shall constitute a separate and distinctive engagement under this Contract for Services. Unless varied or amended or otherwise agreed between parties in accordance with clause 25, these terms and conditions shall apply to each engagement.

## OPERATIVE PROVISIONS

1. The Supplier is not obliged to offer work on any engagement to the Operative, neither is the Operative obliged to accept any work offered. The Operative is not obliged to make his services available at any time. Specifically, both parties agree that they do not intend to create or imply any mutuality of obligations at any time, either during or in between the parties or between any individual agreement.
2. This contract for services supersedes any other contract for the performance of the services between the parties or between the Operative and any other party.
3. The Operative warrants that he is competent and medically fit to perform the services.
4. The Operative warrants that he possesses all necessary qualifications and licences to perform the services.
5. The Operative warrants that he will comply with all regulatory requirements in relation to the services.
6. The Operative is free to provide any services to any other at the same time as being engaged by the Supplier and the Supplier acknowledges that they will not have first call on the services of the Operative in priority to any third party.

## LIABILITY INSURANCE AND RECOVERY OF EXCESS

7. The Company maintains liability insurance policies which may provide cover in respect of work undertaken by the Operative within the scope of their engagement. Any such cover is subject at all times to the terms, limits, conditions, and exclusions of the relevant insurance policies. The Company is under no obligation to provide or continue insurance cover and may amend, restrict, suspend, or withdraw such cover at any time and without notice.
8. Where a claim arises in connection with the acts or omissions of the Operative and is accepted by the insurer, the Operative shall be responsible for the applicable policy excess. The Company may recover the excess by deduction from wages or any other sums due to the Operative, subject to applicable law.
9. Notification of any incident giving rise to a claim must be provided to the Company as soon as reasonably practicable and in any event no later than seven (7) working days from the date of the incident.
10. Where recovery of the applicable excess from the Operative is not possible, including where late notification prevents or

materially impairs recovery, the Company reserves the right to recover the excess and any associated costs from the recruitment agency responsible for the assignment. Such recovery may be effected by deduction from the final settlement or any other sums due or becoming due to the agency.

11. Nothing in this clause limits or reduces the Operative's personal responsibility for any loss, damage, liability, or expense arising from negligence, misconduct, breach of duty, or breach of contract. To the extent permitted by law, the Company reserves the right to recover any uninsured or unrecoverable losses.

## FEE FOR THE SERVICES

12. Formal written tenders will not be required. The parties agree that the fee for the services (which may be agreed as a fixed price, day rate or hourly rate) and the method of payment will be negotiated and agreed between them from time to time and this shall include verbal agreements of the rate of payment for the services.
13. Unless registered for VAT, the operative is not obliged to raise an invoice for the services. The Supplier operates a self-billing system and will provide the Operative with a periodic remittance advice, including electronic means where agreed between the parties. If the Operative is registered for VAT, the Operative will raise a VAT invoice to the Supplier.
14. Where the services fall within the scope of the Construction Industry Scheme as from time to time defined by the HM Revenue & Customs, the Operative will provide to the Supplier at earliest opportunity sufficient information to enable the Supplier to verify the Operative's payment status with HM Revenue & Customs. The responsibility for the accuracy of this information rests with the Operative, and the Operative will not be entitled to receive any payment under this contract until this information has been provided to the Supplier.
15. The operative confirms that they are a self-employed worker and responsible for paying their own taxes.
16. The operative confirms they will be registered with the HMRC as being self-employed.
17. The operative confirms that their last piece of work was not as an employee of the end client on this assignment and/or will therefore not be carrying out the same or similar work for this end client.
18. Any defective work the Supplier reasonably determines has been caused by the Operative, or by any substitute or hired assistant working for the Operative, will be corrected by the Operatives at his own cost or in his own time.
19. The Operative is responsible for all his travelling expenses to and from and accommodation at any location where he has been engaged to provide the services. The Operative is engaged on an independent self-employed and professional basis and is not entitled to holiday pay, sick pay or any other payment for periods when the services are not provided to the Supplier in any circumstances.
20. The Operative is not entitled to participate in the Supplier grievance and disciplinary procedure.
21. The Operative will not be entitled to receive payment for services cancelled by the Supplier or by the Supplier Clients for any reason.

## HEALTH AND SAFETY

22. In the interest of all parties' health and safety obligations, the Operative agrees to observe all reasonable operational rules relating to working hours, site security and safety.
23. The parties acknowledge that it may be necessary for health and safety or security reasons for the Operative to be identifiable whether evidenced by security passes or on parts of clothing. However, the Operative will not represent himself as a servant or employee of the Supplier or the Suppliers Clients at any time, but as an independent operative in business on his own account engaged by the Supplier for the specific purpose of providing the services.

**QPS is committed to protecting and respecting your privacy.**

Any references to our “we”, “us”, “our” means Quest Pay Solutions NI Limited as defined in section 1159 of the UK Companies Act 2006.

This notice together with our Data Retention Policy sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us.

The UK General Data Protection Regulation (UK GDPR) (Regulation (EU) 2016/679) has been directly incorporated into UK law sitting alongside the Data Protection Act 2018 (“DPA”) and aims to harmonise data protection legislation across EU member states, enhancing privacy rights for individuals and providing a strict framework within which commercial organisations can legally operate.

We will comply with UK GDPR and the DPA which means your data will be:

- Used lawfully, fairly and in a transparent way;
- Collected only for valid purposes that we have clearly explained to you and not used in a way which is incompatible with those purposes;
- Relevant to the purposes we have told you about and limited to only those purposes;
- Accurate and kept up to date;
- Kept only as long as necessary for the purposes we have told you about;
- Kept securely.

Please read the following carefully to understand more detail our views and practices regarding your personal data and how we will treat it.

For the purposes of data protection legislation in force from time to time our nominated representative is our Managing Director.

The information about you we may collect, hold and process is set out below:

(a) Information collected and processed for finding you a suitable role is as follows:

- Your name
- Your address
- Your email address
- Your telephone number
- CV/work history
- Job preferences including role, geographical areas and salary
- Any other work related information you provide, for example, education or training
- Inbound and outbound calls are recorded for training and monitoring purposes

(b) Information in respect to individuals that have worked for us previously or may work for us is as follows:

- Passport (if applicable, permits and visas)
- Date of Birth
- National Insurance Number
- Full detail of job offers and placements
- Outcome of DBS and security clearance for certain roles (these will be supplied by the Disclosure and Barring Service or other external company applicable to the placement.
- Medical information (in specified cases – medical information may be supplied by a third party such as your GP, Consultant or Occupational Health)
- References (these will be from your previous employer or personal references as appropriate).
- Financial information (including but not limited to payroll details and terms, HMRC data, pension scheme details, court orders and statutory payments)
- A log of our communications with you by email and telephone
- Inbound and outbound calls are recorded for training and monitoring purposes

This information will have been provided, or will be provided, by you or a third party who we work with, such as a Job Board Company or another employment business or agency.

## How we use the information

The above information is used to provide our services to you in our capacity as an employment business / agency to find you suitable work whether on a temporary or permanent basis based on your requirements as set out below.

The information under A above may be used as follows:

- To match your skill sets with job vacancies to assist in finding you the positions that best match your expertise.
- To put forward your details to our clients and prospective employers for you to be considered for vacancies.
- To place you with our clients and prospective employers
- To keep you informed for available opportunities as they arise
- To keep you informed of the services offered by us

The information under B above may be used as follows:

- To establish that you have the right to work
- To undertake relevant security and DBS checks as required by our clients and as permitted by law.
- To deal with any medical and health and safety issues relating to specific positions
- To put in place contractual arrangements and documentation once a role has been secured
- To pay you if we find you work

## How we hold the information

All the personal data we have is stored on our database in the UK.

## Disclosure of your information

- Your CV and related information will be shared or sent to prospective employers and our clients. Once you have secured a placement additional information will be provided to them to enable the placement to proceed.
- Such employers and clients will usually be located inside the European Economic Area (EEA) but may be outside of the EEA.
- Personal data shall not be transferred to a country or territory outside the EEA unless that country or territory ensures an adequate level of protection or the appropriate safeguards are in place for your rights and freedoms. Before such a transfer takes place outside of the EEA, we will provide you with further information concerning this.
- Other trusted third parties that we may share your data with are as follows: pension scheme providers, HM Revenue and Customs, Umbrella companies, legal advisors and other companies for the purpose of undertaking pre engagement checks for the role or for paying you.

## What is the legal basis for processing the information?

We will rely on your consent to process the information marked with an \* above which is collected at the outset of the recruitment process.

Information and documentation to establish your right to work is processed by us as we are legally obliged to do so.

In respect of medical information, the basis for us processing this will depend on the circumstances, but will usually be for one of the following reasons: it is necessary to protect health and safety within the work environment or to prevent discrimination on the grounds of disability or where consent has been obtained, if required.

Information in relation to criminal record checks, which are relevant for some roles, will be processed on the basis that it is necessary for us to comply with the law or consent will be obtained, if required.

Once a position has been found for you, we will process your personal data, including financial information, for the purpose of you entering into a contract to fulfil your role and to enable us to pay you, depending on the specific contractual arrangements and circumstances.

For the purposes of paying you, where relevant, we are legally obliged to provide information to HMRC. Once a placement has been secured, we may also process your data on the basis of our legitimate interests i.e. for administrative purposes.

## Your rights

You currently have the right at any time to ask for a copy of the information about you that we hold in addition to your right to be forgotten. If you would like to make a request for information please go to our website.

Retention of your data

Your data will be retained for no longer than is necessary and in accordance with our Data Retention Policy.

Withdrawal of consent

If you have provided us with your consent to process your data, for the purpose of using our services and us finding you suitable work, you have the right to withdraw this at any time. In order to do so you should contact us via the website.

## Concerns

If you have a concern about the way we are collecting or using your personal data, you should raise your concern with us in the first instance or directly to Information Commissioners Office at <https://ico.org.uk/concerns>

## Cookies

During the course of any visit to The Company's website, the pages you see, along with a short text file called a 'cookie', are downloaded to your computer. Many websites do this, because cookies enable website publishers to do useful things like find out whether you have visited the website before.

A cookie is a small amount of data, which often includes an anonymous unique identifier that is sent to your browser from a website's computer and stored on your computer's hard drive. Each website can send its own cookie to your browser if your browser's preferences allow it, but (to protect your privacy) your browser only permits a web site to access the cookies it has already sent to you, not the cookies sent to you by other sites. Cookies record information about your online preferences. Users have the opportunity to set their computers to accept all cookies, to notify them when a cookie is issued, or not to receive cookies at any time.

## Contact

Please address any questions, comments and requests regarding our data processing practices to Human Resources.

## Changes to the Privacy Notice

This Privacy Notice may be changed by us at any time.

## Declaration & Signature Page

The following section explains the key terms and processes that apply to your engagement with QPS. We include this information to make sure everything is clear and transparent from the outset — how payments are made, what deductions may apply, what your responsibilities are, and the legal framework we must follow. This ensures we meet our obligations under UK tax and employment law, as well as the standards set by the FCSA. Our goal is to give you a clear understanding of how everything works so you can feel confident and informed from day one.

### CIS

For the purposes of the Construction Industry Scheme (CIS), you will be engaged by the Company as a self-employed sub-contractor. You are not employed by the Company and therefore are not entitled to employment benefits such as holiday pay, Statutory Sick Pay or pension contributions. There is no mutuality of obligation between the parties, and you may provide a suitably qualified substitute to perform the services, subject to the reasonable approval of the end client. If your UTR number verifies successfully with HMRC, the Company will deduct 20% tax at source and pay it directly to HMRC on your behalf. If your UTR is unverified or lapsed, the deduction rate will default to 30% until the status is resolved. You will be notified in advance should this occur, giving you the opportunity to rectify it prior to payment.

The Company recommends that you maintain your own Public Liability insurance and, where applicable, Driver Negligence insurance. If you do not hold valid cover, you will be included under the Company's insurance policy for the duration of your engagement. In the event of a claim arising from your actions, any applicable policy excess, uninsured costs or liabilities will be deducted from your pay. By signing this agreement, you acknowledge and accept this deduction and remain responsible for ensuring you hold adequate insurance should you wish to avoid such costs.

Upon receipt of your invoice, the Company will deduct its agreed margin, which has been confirmed to you prior to engagement. If you are unsure about the margin amount or how it applies, you should seek clarification before work commences. This margin is only retained for weeks in which you undertake work. There are no joining or leaving fees, minimum commitment periods, tie-ins or penalties should you decide to leave. You remain responsible for completing your own end-of-year self-assessment tax return with HMRC, although your CIS deductions will already have been calculated and paid to HMRC throughout the year. All deductions are made in accordance with the Construction Industry Scheme regulations and your signed terms of engagement. By signing this agreement, you consent to such deductions being made. All processing of personal data will be carried out in accordance with the Company's obligations under UK GDPR and the Data Protection Act 2018.

**Signature:**

**Print name:**

**Date:**