Confirmation of Working Arrangements

Information

Confirming your working practices directly with the end client can prove to be extremely useful in investigation cases and can often help to put

matters to a close much earlier as both parties have signed to confirm the true working arrangements. In the event of an IR35 enquiry HMRC will

always seek to establish the relationship between the contractor and the end client, and this is usually the basis upon which they will determine

employment status.

Please read this document carefully, as this must be a true reflection of your actual working practices. This letter is intended to act as a guide.

Certain sections may need to be deleted if you do not feel that they are applicable to you. Additionally you may have other more specific

information which you would like to add to this document to support your status.

Once you have completed your Confirmation of Arrangements Letter you may forward this to **contracts@qdoscontractor**.com before you present

it to the end client to sign. Your letter should ideally be presented on your own business stationery and if possible you should obtain a business

card, from your contact to attach to the letter. The person who you approach in order to sign your confirmation letter should be someone directly

involved with the provision of your company’s services.

It should be noted that is not a legally binding document but is used for supporting information only.

Please note that some clients may be reluctant to sign a Confirmation of Working Arrangements, particularly if you are providing services for a very

large organisation. Where the client is reluctant to do this, it may be worth explaining that this is for information purposes and that it is not a legally

binding document. Additionally your end client would be obliged to provide HMRC with such information in the event of an IR35 enquiry. Beyond

this there is little that can be done if the end client refuses to sign it and your reputation with the client should never be jeopardised just for the

purposes of putting such a document in place.

COMPANY NAME

**Insert Company Logo**

Client Name

Client Address

Date

Dear ………….

[Limited Company Name] has been providing services to you for a number of years/months. As a limited company contractor it is important that I

am not treated in the same way as employees, I would therefore like to set out the basis upon which my company will undertake the work as

follows:

[Limited Company Name] has been engaged to provide [add clear description of services], for the period [add start date of engagement] to [add end

date of engagement].

Although I, as director of my limited company will initially undertake the work, my company has the right the right to undertake the work using any

workers of my own choice, and at my company’s own expense, provided that the workers concerned have the requisite skills.

Additionally [limited company name] can subcontract the services to another, person, form or company provided that the subcontractor has the

requisite skills.

My company is paid on an hourly/daily/fixed rate of pay for services provided. Payment is made only when services have been provided and no

payment is made for any periods during which work has not been undertaken.

The services can be undertaken at a location agreed between [add limited company name] and the client. I can provide the services from my own

business premises if I choose to do so and this is agreed with the client. [Generally the services will be provided from the client’s site for security

reasons.]

Once the services have been completed, I do not expect any further offers of work from the client and if any additional work was offered my

company would be under no obligation to accept it. During the contract, my company has an unconditional right to terminate the contract at any time

[by giving ….. days’ notice.]

[Add limited company name] has been engaged to provide specialist services and if asked to undertake work outside the scope of this contract

would need to provide an additional quote and agree separate terms for the provision of such services.

[Add limited company name] has been engaged for its specialist skills and experience and therefore will have autonomy over its working methods.

Any relevant quality standards, guidelines and reasonable requirements of the client will be adhered to, but [limited company name] will determine

the manner in which the services are to be provided.

[Add limited company name] is required to carry Professional Indemnity [and Employer’s and Public Liability Insurance]. [Limited company name

would rectify any faulty work at its own cost and in its own time.]

[Substantial investments into the business have been made, on advertising services, purchase of equipment etc., own home office separate from

home and client premises.]

Add any further information which you think may be relevant to support your status.

Name

Director

Company Name

Signed for and on behalf of the Supplier

Name

Position:

Signed for and on behalf of the Client