

**INVOICE**

Sample Construction Limited  
10 Main Road  
Highway 45  
Central London  
DER ER2  
United Kingdom

<b>INVOICE NO.</b>	DHO000227
<b>DOCUMENT DATE</b>	14/06/2009
<b>YOUR REF.</b>	
<b>PROCESS NO.</b>	00010
<b>PAYMENT DUE DATE</b>	12/06/2009

Project Ref	Service	Performed By	QTY	Rate	VAT	Total
DHOCO013129	Joinery Services	Joe Bloggs	15.00	£ 40.00	£ 90.00	£ 690.00

<b>Bank : Bank of Scotland plc</b> <b>Account Name : Dhongens Ltd</b> <b>Sort Code : 16-29-20</b> <b>Account Number : 10125023</b>	<b>Sub Total :</b>	<b>£ 600.00</b>
	<b>VAT :</b>	<b>£ 90.00</b>
	<b>Total Due :</b>	<b>£ 690.00</b>

**Between:**

1. Sample Construction Limited whose Registered Office is situated at 10 Main Road Highway 45 DER ER2 Central London (known hereinafter as the Client) of the one part, and
2. Dhongens Limited whose Registered Office is situated at Unit 23 Hardmans Mill New Hall Hey Road Rawtenstall Rossendale BB4 6HH United Kingdom (known hereinafter as the Company) of the other part.

**Recitals**

The Company is in business as a commercial subcontractor undertaking operations (the Services) and has skills and abilities and can undertake services that may be of use to the Client from time to time. The Client and the Company agree that if and when the Company undertakes services to the Client it will do so in accordance with the Operative Provisions of this Contract for Services.

**Operative Provisions**

The services to be Undertaken, the Contract Price, Rights and Obligations and Associated Matters

1. This Contract for Services shall commence on the date stated in Schedule A attached and thereafter will terminate in accordance with the dates stated in Schedule A attached, unless it is terminated in accordance with clause 17 of this agreement.
2. Within 7 days of the signing of this Contract for Services, the Company will supply the Client with a copy of its relevant certificate of Incorporation and VAT registration (if applicable) together with relevant bank details.
3. How the Company fulfils its contractual obligations is a matter for the Company.
4. The Company agrees that when it undertakes the Services it will do so in a professional manner at all times and in the capacity of a specialist.
5. The Client shall not control, nor have any right of control as to how the Company is to perform the Services.
6. The Company undertakes that it will devote such time, attention, skill and ability as the agreed Services require.
7. The Company will use its own initiative in how the services are to be completed but will nonetheless assist the Client by making all reasonable attempts to work within an overall agreed deadline, will observe Health and Safety regulations and will comply with all reasonable operational requirements relating to working hours and security.
8. The Company is not obliged to seek permission from the Client to leave a location at any time but agree to notify the client of any such absence to ensure smooth delivery of the services and compliance with Health and Safety Legislation.
9. The whole or part of this Contract for Services may be assigned or subcontracted to any third party providing that the subcontractor is suitably experienced and qualified. If such assignment / subcontracting occurs, the third party will be bound by terms identical to those in this contract.
10. The Contract Price for the services will be negotiated and agreed as between the Client and the Company from time to time and this will be detailed in Schedule A attached.
11. The Client will pay the Company the Contract Price (plus VAT if appropriate) in accordance with the rates set out in Schedule A solely against the presentation of an invoice.
12. The Client cannot require the Company to undertake the Services at a different site or location from that verbally agreed at the outset of this Contract for Services. The Company may agree to undertake the Services at a different site or location from that originally agreed, although the Company is under no obligation to do so, but reserves the right to renegotiate the price for the Services.

**Financial Risk**

13. The Company will negotiate the Contract Price for the Services and is obliged to honour any agreed Contract Price, unless both parties re-negotiate the Contract Price.
14. Any claims for Defective work by the Company, must be reported to the Company in writing to be received by the Company within 3 days of the work being carried out. The Company warrants that it is qualified to perform the Services.
15. The Company will not be entitled to receive holiday pay or sick pay in any circumstances from the Client.
16. The Company will not be entitled to receive payment for cancelled assignments or contracts.
17. This Contract for Services can be immediately terminated by either party for whatever reason and no notice is required to be given.
18. The Company is not entitled to partake in any grievance procedure of the Client and as an independent limited company is not entitled to any employment law rights.
19. The Client is not obliged to offer contracts to the Company nor is the Company obliged to accept such contracts if offered. The Company is not obliged to make its services available. Specifically both parties declare that they do not wish to create or imply any mutuality of obligations whatsoever, either during the course of this Contract for Services or during any period when contracts are not available.
20. The Company will maintain public liability insurance for the complete duration of the contract
21. The Company is not entitled to receive any company benefits from the Client or partake in any pension run by the Client. Pension provision may be made by the Company at its own discretion for its directors or employees.
22. The Company is free to undertake other Contracts for Services for other parties at any time, either before, after, or concurrently with this Contract for Services.
23. The Client acknowledges and agrees that it does not have first call on the services of the Company and cannot require the Company to give the Client any priority over another Client.

**Confidentiality**

24. The Company undertakes that it and its directors, employees, consultants and substitutes shall keep in the strictest confidence all details of trade secrets and confidential information which may come into its possession during the completion of the contract.
25. At the end of the term of this Contract for Services the Company undertakes to deliver to the Client or as directed by the Client all documents relating to the contract which contain trade secrets or confidential information relating to the Client's business.
26. All copyright and other intellectual property rights in all work, including all work of a preparatory or design nature, or developed or created from such work in performing the Services for the Client shall be deemed to be the undisputed property of the Client.
27. In the event of the Client supplying to the Company any material in which the Client owns the copyright or any other intellectual property rights the material will be supplied by the Client under a license which may be terminated by the Client on immediate notice, to use the same or any part thereof as the Client shall in its absolute discretion deem fit.

**Taxation and Insurance**

28. The Company as an independent business is responsible for its own tax and National Insurance.

**Business Organisation**

29. The Company will prepare invoices for all Services undertaken, on a frequency confirmed in Schedule A.
30. The Company will at all times represent itself as an independent business and will in no circumstances represent itself or hold itself out as a representative, servant or employee of the Client. The Company hereby acknowledges it is in business on its own account and is not part and parcel of the Client's business, or any other business.

**Intention of the Parties**

31. Both parties agree and intend that this legal relationship is one of contracting for independent specialist services and specifically is not a relationship of master and servant or employer and employee.

**Legal Advice and Other Matters**

32. Both parties hereby acknowledge that they have had an opportunity to take independent legal advice before signing this Contract for Services.
  33. Both parties acknowledge that their contractual relationship is governed by this Contract for Services as a legally binding agreement.
  34. Both parties acknowledge that this Contract for Services is the whole agreement governing the contractual relationship between them, except where this Contract for Services allows for specific verbal negotiations. Any other variation to the contract must be made in writing and signed by both parties.
  35. Words referring to the masculine are to include the feminine.
  36. This Contract is governed by the laws of England and subject to the jurisdiction of the English Courts.
  37. Breach of any clause or clauses in this Contract for Services will not void or annul this Contract for Services as a whole in any circumstances.
- The Parties agree and intend to be bound by this Contract for Services.