

TTS SUPPORT LTD – SUBCONTRACTOR APPLICATION

**1. Your Business Name:**

**2. Address**

Registered (or Head) office address:

**3. Name of Proprietor or relevant Director or Partner:**

**4. Number of “Employees”** (include your employees, self-employed workers, temporary staff):

**5. Competent Person** - Have you appointed a competent person (advisor, manager etc.) in health and safety?

YES NO

*If YES, please give their name and position (and address if external consultant):*

**6. Health and Safety Policy** - Do you have an up to date health and safety policy? YES NO

*Please send copies of documents showing your health and safety policy and management arrangements.*

**7. Worker Competence and Training** - Are you / the workers you expect to send to our site trained and competent in their roles? YES NO

*Please list relevant training, qualifications and memberships of trade or professional bodies:*

**8. Insurances** - Please tick if you have the following insurance cover:

Employers’ Liability

Public Liability

Professional Indemnity

*Please send copies of current insurance certificates.*

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**9. Areas** – Please list all areas / postcodes you are able to cover if requested to attend work / call outs.

**10. Hours** – Please list the days / hours your business operates:

**11. Charges** – Please list your company charges below:

Cost per hour (in hours): £

Cost per hour (OOH): £

Travel / Call out fees (if any):

Any other relevant fees TTS need to be aware of:

*Please note TTS has a list of expected charges further in this document. If your business' charges exceed the expectations, you may be less likely to be used frequently, if at all, for jobs through TTS Support Ltd. Part prices are expected to be charged in line with these cost expectations, please ensure you do not attend a job if you are unable to obtain or charge parts in line with these costs. Any parts prices that are higher than expected may result in your bill being placed in query.*

**12. Bribery & Corruption** - Do you have an up-to-date Anti-Bribery & Corruption Policy? YES NO

*If no you will be bound by TTS Supports policy attached separately.*

**END OF SECTION 1**

## DISCLAIMER / AGREEMENT STATEMENT

*Please read and sign the below terms:*

### **LIABILITY**

The Sub-Contractor shall be liable for any loss, damage or injury to any party resulting from the negligent acts or omissions of its Staff/Delegates during an Assignment. The Sub-Contractor shall ensure the provision of adequate Employer's Liability Insurance, Public Liability Insurance and any other suitable policies of insurance in respect of the Sub-Contractor and its staff/delegates during an Assignment and shall make a copy of the policy available to the Company upon request.

### **SUB-CONTRACTOR'S OBLIGATIONS**

The Sub-Contractor agrees on its own part and on behalf of its Staff/Delegates as follows:

- (i) Not to engage in any conduct detrimental to the interests of the Company which includes any conduct tending to bring the Company into disrepute or which results in the loss of custom or business.
- (ii) To take all reasonable steps to safeguard the safety of any person who may be affected by its actions on the Assignment.
- (iii) To comply with all statutory obligations and codes of practice to which the Sub-Contractor is subject in respect of its staff including but not limited to the Working Time Regulations 1998.
- (iv) To comply with any rules or obligations in force at the premises where services are performed during Assignments to the extent they are reasonably applicable.
- (v) To furnish the Company with any progress reports as may be requested from time to time.
- (vi) To notify the Company forthwith in writing if it should become insolvent, dissolved or subject to a winding up petition.

The Sub-Contractor has the unfettered and unlimited right, at its absolute discretion, to send a substitute or delegate to perform the works or to hire assistance to complete the works. The agreement of the Company is not required in any circumstances, nor does notice of sending a substitute or delegate or hired assistance need to be given to the Company. In the event that the Sub-Contractor sends a substitute or delegate or hires assistance, the Sub-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.

The Sub-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 Sub-Contractor additional Assignments as and when they become available. The Company acknowledges and agrees that the Sub-Contractor cannot be required to give the Company any priority over any other client.

### **DIRECTION AND CONTROL**

The Sub-Contractor will not work under the direction and control of the Company and is free to use their own initiative in completing the agreed works. The Sub-Contractor will have flexibility with regard to hours worked on site and is not obliged to seek permission to leave a site at any time, but will nonetheless assist the Company by making all reasonable attempts to work within agreed overall deadlines. In addition, the Sub-Contractor is expected to observe Health and Safety Regulations regarding working hours and to comply with any required procedures for site security or recording attendance for the specific purposes of Health and Safety legislation or other site operational requirements.

The Sub-Contractor acknowledges that they are in business on their own account and are not part and parcel of the Company's business. The Sub-Contractor will at all times represent themselves as an independent Sub-Contractor and will in no circumstances represent or hold themselves out as a servant, employee or worker of the Company.

### **ACKNOWLEDGEMENT**

The Sub-Contractor acknowledges that all copyright, trademarks, patents and other intellectual property rights deriving from services carried out by the Sub-Contractor and its Staff for the Company during the Assignment shall belong to the Company.

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### 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 Sub-Contractor agrees on its own part and on behalf of its Staff as follows:

- (i) 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;
- (ii) To deliver up to the Company (as directed) at the end of each Assignment all documents and other materials created by it or the Staff during the course of the Assignment;
- (iii) 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.

In relation to the above it is expressly agreed that the Sub-Contractors obligations as therein set out shall remain in full force and effect and shall remain fully enforceable by the Company notwithstanding the termination or assignment of this agreement.

### TERMINATION

Either party for whatever reason can immediately terminate this Contract for Services and no notice is required to be given.

Please sign and date below to agree with the above information and below statement:

*I confirm the above information is correct to the best of my knowledge. I can confirm I am competent, qualified and safe to conduct vehicle repairs as a business on behalf of TTS Support Ltd. All repairs will be as per DVSA standards and completed to the expected high standard and all safety measures will be followed. I understand I am responsible for my own safety measures as a subcontractor and will take all due care and attention to my workmanship. I will provide proof of my own insurances. I will not directly or indirectly on my own account or on behalf of or in conjunction with any person, canvass or solicit or by any other means seek to conduct Restricted Business.*

Signed:

Print Name:

Date:

*Please note this document is private and confidential and should only be sent / returned to TTS Support Ltd only. Data protection laws apply.*