



**Manchester Metropolitan Students Union (MMSU)  
21 Higher Cambridge Street, Manchester, M15 6AD**

### **CONTRACT FOR SERVICES SUPPLIED TO MMSU**

This is a legally binding Contract for Services. It comprises the responses to the 1) Employment Status Questionnaire, the 2) Contract Particulars and the 3) Contract Conditions (including any Schedules/Appendices).

#### **GUIDANCE FOR MMSU STAFF**

**Do NOT use this form to fill a temporary staff vacancy** as a Contract for Service is not appropriate. In those circumstances you must contact HR for assistance as they activity is likely to require a normal Employment Contract.

The Supplier must complete the Employment Status Questionnaire (p.2) and sign this Contract for Services before the Contract for Service can be signed (by the Finance Manager) on behalf of MMSU.

Please ensure:

- you have approval (from your Head of Department) to procure the Services and authority to expend funds;
- you check the Financial Regulations to ascertain whether a formal procurement exercise is necessary and if it is, you liaise with Louise White, Finance Manager.
- that the Supplier completes the Employment Services Questionnaire and that you draft page 1 of the Contract Particulars;
- that if the Supplier is *not* a limited company, you provide evidence of the Suppliers' status in the form of a letter from HMRC confirming their registration and unique taxpayer reference number and/or their class 2 NIC statement or letter;
- that you provide evidence of the Suppliers insurance when you submit the Contract for review by the Finance Department.

IF THIS CONTRACT FOR SERVICES IS ACCEPTED BY MMSU, payment will be paid gross using a Purchase Order and Invoice which you will need to provide.

#### **GUIDANCE FOR SUPPLIER**

To be eligible to be issued with this Contract for Services you must:

- complete the Employment Status Questionnaire (p.2);
- if you are *not* a limited company, provide evidence of your status in the form of a letter from HMRC confirming your registration and unique taxpayer reference number and/or your class 2 NIC statement or letter;
- provide evidence of your insurance (*at least £1million of Professional Indemnity and Public Liability required*) and evidence of your relevant qualifications and first aid proficiency.

MMSU will assess your responses to the Questionnaire to establish whether this Contract for Services can be entered into. If it is approved, you must sign this Contract for Services before you will be paid. If it is not approved, your MMSU contact will be advised accordingly.



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##### **1) Employment Status Questionnaire**

The Supplier must complete this Questionnaire before the Contract for Services can be approved by MMSU.

<b>1</b>	<b>Contact name and department to which you are providing the services:</b>	
<b>2</b>	<b>Your full contracting name <u>and</u> limited company number (if any):</b>	
<b>3</b>	<b>Describe the Services to be provided:</b>	
<b>4</b>	<b>What date do the Services start?</b>	
<b>5</b>	<b>What date do the Services end?</b>	
<b>6</b>	<b>What is the total contract value?</b>	
	<b>YES/TRUE</b>	<b>NO/FALSE</b>
<b>7</b>	I confirm that I am undertaking the Services as part of my business and	It is unlikely that a CfS will be issued if 'No'

	that:		
	a. I am registered self-employed at HMRC; or		
	b. I trade through a formal business entity eg. Limited Company/Charity/ Partnership		
<b>8</b>	I confirm that my business has a public presence (please provide web address/other means of advertising) and that:		It is unlikely that a CfS will be issued if 'No'
	a. I market my services to the public at large; and		
	b. I provide services to more than two other customers		
<b>9</b>	I confirm my acknowledgment that there is no mutuality of obligation between me and MMSU ie. there is no obligation on MMSU to provide me with work and no obligation that I will accept it		It is unlikely that a CfS will be issued if 'No'
<b>10</b>	I confirm that I will determine the program of work required to perform the Services		It is unlikely that a CfS will be issued if 'No'
<b>11</b>	I confirm that I do not require regular use of a desk or office space at MMSU		It is unlikely that a CfS will be issued if 'No'
<b>12</b>	I confirm that I do not require a MMSU phone line and/or an ***@mmu.ac.uk email address		It is unlikely that a CfS will be issued if 'No'
<b>13</b>	I confirm that I will determine the hours of work required to perform the Services		It is unlikely that a CfS will be issued if 'No'
<b>14</b>	I confirm that I reserve the right to send a substitute to perform the Services		It is unlikely that a CfS will be issued if 'No'
<b>15</b>	I confirm that I will provide my own equipment or consumables		It is unlikely that a CfS will be issued if 'No'
<b>16</b>	I confirm that I am responsible for my own tax arrangements		It is unlikely that a CfS will be issued if 'No'
<b>17</b>	I confirm that I have appropriate insurance cover as required by the CfS and will provide the Union with a copy when I sign this form.		It is unlikely that a CfS will be issued if 'No'
<b>18</b>	Are you a former employee of MMSU?		
<b>19</b>	What is the basis of your fee arrangement? (Hourly, day or weekly rate)		

Signed by the Supplier:

Date:



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**2) Contract Particulars**

The MMSU staff member requiring the Services must complete the Contract Particulars before the Contract for Services can be approved by the MMSU Finance Department.

<b>Service Supplier (full name):</b>	
<b>Company Number (if applicable):</b>	
<b>Purchase Order Number:</b>	
<b>Address:</b>	
<b>Services:</b> Describe or attach a Schedule/Quotation to this CfS that describes the Services in detail.  It is important that the Services detail <i>exactly</i> what the Supplier is engaged to do, and (if appropriate) any actions required from MMSU. Consider splitting out "Supplier Responsibilities" and "MMSU Responsibilities".  For project-related Services, identify specific Milestones and Targets to ensure that the work is on track, and will act as trigger points for payment.	
<b>Fees:</b>  Check Fees and VAT position with Finance	Total fee: £            inclusive of any VAT (where applicable)
	Milestones for payment:
<b>Commencement Date:</b>	
<b>End date:</b>	

<b>Additional Clauses</b>	
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Allows for the inclusion of any additional, non-standard clauses which may be required



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## **CONTRACT FOR SERVICES SUPPLIED TO MMSU**

### **3) Contract Conditions**

These Contract Conditions are non-negotiable.

#### **1. Engagement**

Your engagement under this Agreement starts on the Commencement Date and shall continue until the expiry of any Term or notice served under this Agreement.

#### **2. Duties and responsibilities**

- 2.1 You are engaged to perform the duties outlined in the Contract Particulars.
- 2.2 You warrant and undertake that you will perform such duties with due diligence, skill and care and that you will rectify work (at your own cost) that we (acting reasonably) consider inadequate.
- 2.3 You may not sub-contract or assign any of your rights or obligations under this Agreement without our prior written consent. We and our successors and/or assignees may assign all or any parts of our rights under this Agreement.
- 2.4 You warrant that you will provide your own consumables in order to perform the Services.

#### **3. Fees, benefits and insurance**

We shall pay your Fees in accordance with the Contract Particulars within 30 days of receipt of your properly raised invoice. No expenses shall be paid to you unless described in the Contract Particulars. You shall not be entitled to receive holiday or sick pay or any other benefits. You will be responsible for paying your own tax and National Insurance contributions.

You must maintain at your own cost a policy or policies of insurance (and increase such cover appropriately from time to time) to cover any liability you may have under this Agreement. You must provide proof of your insurance policies to MMSU at the commencement of this Contract.

#### **4. Liability**

You shall be liable to us against all actions, claims, liabilities, losses, damages, costs and expenses (including our reasonable legal fees) whatsoever arising out of any breach of this Agreement or under any statute or common law or which we may suffer or incur arising out

of or in connection with the performance or non-performance of your obligations under this Agreement or the actions or inactions of your employees and/or agents and/or servants.

## **5. Confidential information**

- 5.1 Except as authorised or required by your duties or to your professional advisers in connection with this Agreement you shall keep secret and shall not use or disclose, and shall use your best endeavours to prevent the use or disclosure of, any of our confidential information, which includes but is not limited to information relating to our organisation, transactions, finances, technology, processes, specifications, methods, designs, formulae or other of our activities or affairs or those concerning our staff and/or suppliers. This condition shall not apply to information that becomes part of the public domain other than through a breach of this clause.
- 5.2 You will note our obligations under the Data Protection Act 1998, Freedom of Information Act 2000, Human Rights Act 1998 and any codes of practice and best guidance notes issued by the government and appropriate enforcement agencies. You must comply with this legislation in so far as it places obligations on you as well as facilitating our compliance. You particularly note that we may be required to provide information relating to this Agreement or yourself to a person in order to comply with our obligations under the aforementioned legislation.

## **6. Intellectual Property Rights**

- 6.1 All pre-existing intellectual property owned by us shall remain our property.
- 6.2 All pre-existing intellectual property rights owned by you shall remain your property.
- 6.3 All intellectual property rights arising out of the provision of the Services (including without limitation, copyright, patents, design rights, registered designs, trademarks, service marks and know-how and the rights to apply for any of the foregoing) including in all drawings, reports, calculations and other documents will become our property.
- 6.4 You warrant that the Services will not infringe the intellectual property rights of any third party and will indemnify us against any claims, costs or expenses relating to the infringement of intellectual property rights in connection with your provision of the Services to us.

## **7. Termination**

- 7.1 Your engagement may be terminated by us by serving 1 week's written notice to you.
- 7.2 Without affecting its other rights under this Agreement, either party can terminate this Agreement forthwith by written notice to the other if any of the following applies to the other:
- 7.2.1 it commits a material breach of this Agreement;
  - 7.2.2 it fails or ceases to perform its duties under this Agreement to the reasonable satisfaction of the other party; or
  - 7.2.3 it becomes insolvent or ceases or threatens to cease to trade; or
  - 7.2.4 it is in breach of the applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010.
- 7.3 Upon termination of this Agreement you agree to furnish to us all existing documentation, material and other information that you may have obtained prior to this Agreement being terminated.

7.4 If we have terminated this Agreement by giving you notice under clause 7.1, then we will pay you for any Services which you have performed for us in accordance with this Agreement but not yet been paid for, on a quantum meruit basis.

#### **8. Applicable laws and health and safety**

The parties shall comply with all applicable laws and statutory regulations or the regulations of any governmental, quasi-governmental, supra-national or other competent agency (including, without limitation, all health and safety) in force from time to time during the term of this Agreement and relating to the provision of the Services.

#### **9. Relationship of the parties**

This Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the parties other than the contractual relationship expressly provided for in this Agreement.

#### **10. Entire agreement**

This Agreement constitutes the entire Agreement and understanding between the parties at the date of the Agreement on the matters covered by it. All previous and collateral agreements and representations are excluded. No variation of this agreement or oral promise or commitment related to it shall be valid unless made in writing and signed by or on behalf of both of us.

#### **11. Waiver**

If either party waives a breach of any provision of this Agreement, that will not be treated as a waiver of any subsequent breach of the same or any other provision of this Agreement.

#### **12. Severance**

If any provision of this Agreement is declared by any judicial or other competent authority to be void voidable illegal or otherwise unenforceable or indication to that effect is received by either of the parties from any competent authority the parties shall amend that provision in such a reasonable manner as achieves the intention of the parties without illegality or at our discretion it may be severed from this Agreement.

#### **13. Force Majeure**

If either party is delayed in carrying out an obligation under this Agreement by reason of a circumstance beyond the party's reasonable control and it gives written notice to the other party within 7 days of the circumstance and the anticipated delay the time for performing the obligation will be extended for such period as is reasonable

#### **14. Notice**

Any notice to be given in this Agreement shall be in writing and shall be addressed to the address of the party concerned set out in this Agreement or to such other address as that party shall have previously notified to the sender.

Any such notice under this Agreement shall be deemed to have arrived, unless the contrary is proved, and will be deemed to have been served if delivered at the time of delivery and if sent by first class post, 2 working days after posting.

#### **15. Costs**

Each of the parties shall pay any costs and expenses incurred by it in connection with this Agreement.

**16. Dispute Resolution**

In the event of any difference or dispute arising between the parties concerning the interpretation or validity of this Agreement or the rights and liabilities of the parties hereunder then both parties will in the first instance attempt in good faith to discuss and negotiate a settlement of such dispute.

**17. The Contracts (Rights of Third Parties) Act 1999**

Nothing in this Agreement confers or is intended to confer any right under the Contracts (Rights of Third Parties) Act 1999 which is enforceable by any person who is not a party to this Agreement and the rights of any third party under the said Act are hereby expressly excluded.

**18. Interpretation**

This Agreement shall be governed by and construed in accordance with English Law and each party irrevocably agrees to submit to the exclusive jurisdiction of the English courts as regards any claim or matter arising under this Agreement.

**MEMORANDUM OF AGREEMENT**

We agree that the Contract Particulars and Contract Conditions and any alterations agreed in writing contain the entire express agreement and understanding between us.

**SIGNED for and on behalf of Manchester Metropolitan Students Union:**

..... **Date** .....

**Louise White**  
**Finance Manager**

**SIGNED for and on behalf of the Supplier:**

..... **Date** .....

**Capacity:**.....

**COUNTERSIGNED by MMSU budget holder:**

..... **Date** .....

**Budget code to be charged:**.....