**Please read this document carefully, as this must be a true
reflection of your actual working practices*. It should be noted that
this is not a legally binding document and is intended as a guide only.***

**Confirmation of Working Arrangements**

On the next page, you’ll find a Confirmation of Arrangements letter template. You may need to add or delete certain sections to ensure the letter is specific to you and supports your status.

***Best practice***

1. Your letter should ideally be presented on your own business stationery
2. If possible, attach the business card of the end client signatory
3. The person signing the confirmation letter should be someone directly involved with the provision of your company’s services
4. Forward your letter to **contracts@qdoscontractor.com**before you presenting it to the end client to sign

**In the event of an IR35 enquiry, HMRC will always seek to establish the true relationship between the contractor and the end client. This is your “working practices” and is usually the basis upon which they will determine your employment status.**

**Confirming your working practices directly with the end client in advance can prove to be extremely useful, as it leaves little need for further investigation if both parties have already signed to confirm the true working arrangements.**

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. You can explain that the letter is for information purposes and 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 shouldn’t be jeopardised just for the purposes of putting such a document in place.

Client Name

Insert Company Logo or Company 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