

Status Questionnaire

What we are trying to establish is whether there is a hypothetical Contract of Service (employment) or Contract for Services (self employment) between your PSC and the client.

This can be tested by establishing whether if you were to contract directly with the client you would be treated as an employee or self-employed.

We would be grateful if you could therefore please circle the answers to these questions.

Section 1: General

Are you free to decline work and is the engager under no obligation to offer work?

Yes No

Do you work for a number of engagers?

Yes No

Are the contracts usually for less than 3 months?

Yes No

Do you manage any of the client's staff?

Yes No

Have you in the past had confirmation of your self employed status and your responsibility to account for your own tax and national insurance?

Yes No

Do you deal with the client's End User?

Yes No

Section 2: In business on your own account?

Do you have your own stationery including business cards?

Yes No

Do you advertise or carry out any other marketing activity?

Yes No

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Do you have professional indemnity insurance?

Yes **No**

Do you provide a quote to the client for work to be carried out?

Yes **No**

Can you benefit financially by completing work early?

Yes **No**

Would you suffer the losses on projects that overrun?

Yes **No**

Is sub-standard work corrected in your own time and at your cost?

Yes **No**

Do you meet the costs of any special training or research necessary to complete the work?

Yes **No**

Section 3: Do you have the right of control?

Can the engager dictate how the work is completed?

Yes **No**

Can the engager dictate when the work is completed?

Yes **No**

Section 4: Do you have the right to send a substitute or to hire others to do the work?

Does the contract with the engager include a substitution clause allowing you to appoint somebody else to carry out the work?

Yes **No**

Is the provision of a substitute dependent on the engager's permission?

Yes **No**

Is the provision of a substitute dependent on the engager's permission?

Yes **No**

Are you free to hire somebody else to help you carry out the work?

Yes **No**

Do you have any employees?

Yes **No**

Section 5: Who provides the equipment?

Do you provide equipment which is essential to carry out the task?

Yes **No**

Section 6: Have you agreed exclusivity?

Have you agreed to provide services to only one engager and not to provide services to anyone else?

Yes **No**

Section 7: What are your payment terms and rights of dismissal?

Are you paid an hourly or daily rate?

Yes **No**

Are you entitled to sick pay, holiday pay or overtime?

Yes **No**

Are you in receipt of other benefits such as a company car?

Yes **No**

Are you eligible to join the engager's pension scheme?

Yes **No**

Is there a notice period contained within the engagement contract?

Yes **No**

Are you paid a fixed fee per assignment or project?

Yes **No**