

When should I, as an umbrella employed contractor, suggest or request that my customer draw up a services contract?

It is advantageous to draw up a written agreement when you have procured an assignment that will extend over a long period of time, includes many different terms and conditions or where the remuneration involves large sums of money. A written agreement makes it easier for all parties to remember what was initially agreed. For this reason a services contract is normally drawn up before the assignment starts. It is worth noting that a verbal agreement is just as binding as a written one although it is easier to prove that an agreement does exist if it is in writing.

A written services contract means that you can also verify scheduled working hours, which may be required in those cases where you are, for instance, applying for compensation from your unemployment benefit fund, are requesting sickness compensation or claiming under personal or non-life insurance.

Frilans Finans recommends that, as an umbrella employed contractor, you should preferably use Frilans Finans' services contract. This provides you with an assurance that the agreement complies with applicable laws and rules and also that the assignment is covered by clear and secure terms and conditions. Frilans Finans is familiar with these terms of agreement, which make it easier to process your services contract and ensure that you can get paid on time.

We recommend that you describe the assignment and what work you are going to do as detailed as possible, including e.g. a detailed description of the different tasks included in the assignment, the results to be achieved, expected amount of working hours and to what price. The reason for this is to avoid disagreements that could arise afterwards when the work is already done.

You are obviously always welcome to contact Client Support at Frilans Finans if you have any questions. We will always be able to help you if you need any assistance with adding any additional terms and conditions to the services contract.

Yours sincerely,
Klientstöd

Telephone: +46 (0)771-15 10 00 (office hours 09:00 to 17:00)
Email: info@frilansfinans.se

Frilans Finans Sverige AB
Dag Hammarskjölds väg 13
752 37 Uppsala

How do I complete the services contract?

1. Enter the following information in the agreement template:
 - Your customer's contact details at the top of the first page
 - Your name in item 1
 - The term of the assignment in item 2
 - The description of the assignment in item 3
 - The remuneration in item 4
 - Any other terms and conditions in item 12
2. Print out two copies of the agreement and ask your customer to sign both.
3. Send both copies to Frilans Finans' address to enable us to sign the agreements and send one copy on to your customer.

SERVICES CONTRACT

Between:

(referred to below as 'the Customer')

And:

Frilans Finans Sverige AB

Corp. ID no.: 556802–1199

Dag Hammarskjölds väg 13

SE-752 37 UPPSALA

(referred to below as 'Frilans Finans')

1. Background

The Customer and Frilans Finans (referred to below as 'the Parties') have agreed on the terms and conditions shown in this agreement (referred to below as 'the Agreement') regarding Frilans Finans' provision of _____
(referred to below as the 'the Umbrella Employed Contractor') for assignments in accordance with this Agreement.

2. Contract Period

The period of the assignment is _____ up to and including _____

3. Assignment description

4. Remuneration

Remuneration is payable at an amount of (choose remuneration model):

_____ SEK per hour, excl. VAT.

_____ SEK for the assignment, excl. VAT.

Invoicing for work performed will be issued monthly. Frilans Finans provides 30 days' credit. A reminder charge of SEK 60 and a demand charge of SEK 180 is currently payable, or the amounts otherwise stipulated by statute. Interest for delay is additional.

5. Taxes and charges

Remuneration excludes VAT but includes other taxes and charges, such as employer's contributions. These taxes and charges are to be paid by Frilans Finans. Frilans Finans shall verify at the request of the Customer that these obligations have been complied with. If this is not done or the Customer has cause to assume that Frilans Finans is not performing these obligations, the Customer is entitled withhold from the remuneration to Frilans Finans and, on behalf of Frilans Finans, make and report payments of taxes and charges. In the event that that the Customer is required to pay through an official decision owing to Frilans Finans' failure to perform its obligations under this clause, the Customer is entitled to demand repayment of this amount by Frilans Finans.

6. Working environment

The Customer shall, in accordance with applicable occupational health and safety legislation, prevent the Umbrella Employed Contractor from suffering ill health or accidents during the assignment. The Customer is obliged to check that the Umbrella Employed Contractor's competence is sufficient for the assignment. Prior to commencing the assignment, the Customer shall ensure that the Umbrella Employed Contractor is informed of any risks that may exist at the workplace or when using tools and equipment provided by the Customer, as well as risks related to the performance of the assignment and how they are avoided. The Customer shall inform the Umbrella Employed Contractor of the safety and security regulations that apply to the assignment and ensure that the Umbrella Employed Contractor has understood the instructions. The customer who is the supervisor at the workplace is responsible for addressing any risks of illhealth or accidents at the workplace. The customer must immediately report any incidents and accidents regarding the Umbrella Employed Contractor to Frilans Finans.

The Customer has the right to change the scope of the assignment or request other changes to the assignment. However, in the event of changes to the assignment, the Customer must first obtain Frilans Finans's written consent.

7. Insurance

The onus is on Frilans Finans to take out and maintain liability- life- and accident insurance for the Umbrella Employed Contractor during the term of the assignment for claims that may occur in conjunction with the performance of the assignment.

8. Secrecy

The Umbrella Employed Contractor undertakes not to disclose, show or reproduce for any third party information or documents relating to the Customer's activity without the Customer's consent.

9. Supplements and amendments

All amendments of and supplements to this Agreement must be made in writing

10. Limitation of liability

Frilans Finans' maximum liability for execution of the assignment under this Agreement is limited to 100 per cent of the remuneration. Frilans Finans is not responsible in any case for indirect damage or loss.

11. Premature notice of termination

If either Party were to materially breach the Agreement, the other Party is entitled to give notice terminating the Agreement with immediate effect.

12. Contractual disputes

Disputes concerning the interpretation of this Agreement or legal relationships emanating therefrom are to be determined in accordance with Swedish law. Disputes resulting from this Agreement shall be finally decided by a Swedish court.

13. Other conditions

Other terms and conditions

This Agreement has been prepared as two counterparts: one for the Customer and one for Frilans Finans.



On behalf of the Customer

On behalf of Frilans Finans

Forename Surname*

Forename Surname**

Print name

Print name

* This Agreement must be signed by an authorised signatory in order to be valid. Authorised signatories are shown in the registration documents held by the Swedish Companies Registration Office. Otherwise a verified copy of a document showing authorisation to sign agreements on behalf of the Customer must be attached. A copy of an ID document must be attached to this Agreement.

** Only a representative from one of Frilans Finans' offices should sign the Services Contract. You, as an Umbrella Employed Contractor, only need to sign the contract of employment between you and Frilans Finans.