



Completing a Qdos Status Assessment with Qdos' Status Review

Qdos' status assessment is a simple questionnaire compiled of 42 key questions in relation to IR35, designed to collect high level detail to provide an indicative opinion. Each question should be answered truthfully and accurately, to the best of your knowledge.

Qdos' IR35 specialists are available to support you in completing the role assessment should you require more information to the below.

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	Assessment Questions	Further Info
Question 1	How long has your company been trading?	Provide the length of time that your company has been operating/trading
Question 2	Does your company have other directors and/or employees who can undertake the services?	Are there any other directors or employees within the company that would be able to provide the services to the same standard or are you the sole director/employee within your company.
Question 3	Has your company undertaken any separate contracts concurrent with this engagement?	Have you worked for multiple clients whilst working on this engagement
Question 4	Is there a specific end date to your contract?	If yes, please provide the specific end date.
Question 5	Do you provide materials as part of this contract (excluding the provision of equipment), which cannot be claimed as an expense from the end client/agency?	Providing materials means that as well as providing labour, part of the contract also requires you to supply materials in order to fulfil the contract. These are materials left behind after the end of the contract. Materials could include: bricks, paint, machinery. Materials does not include the use of your own, or your business' equipment, such as a laptop.
	What percentage of the contract value is made up of materials?	Provide a percentage of the overall contract value that amounts to the cost of materials?
Question 6	Please provide a description of the services you are providing for this particular engagement.	

Question 7	What is the nature of the services provided?	Is the nature of this contract project based or a continuous service provision. A project based contract may include the development of a particular system. A continuous service provision could be conducting ongoing testing.
Question 8	Do you hold a role with high level seniority and/or responsibility within your end client's organisation?	This question refers to if you are an office holder. Holding a position with high level seniority and/or responsibility may include being appointed as a board member, company director, company secretary, trustee or any other statutory role within your end client's organisation. The role must be a permanent, substantive position that exists independently from the person who fills it. Being the director of your own limited company does not constitute an office holder.
Question 9	Regardless of the written terms of your contract, if you were unable to provide the services, would the end client accept your business sending another person to undertake the services on your behalf, provided they were suitably skilled and qualified?	Providing a substitute means sending an alternative person on behalf of your business to undertake the services, should you be unable to do so. The alternative person you might send to continue providing the services in your place does not have to be an employee. For the right to provide a substitute to be a genuine one, the substitute should not be regularly engaged by the end client, nor interviewed by the end client. A meeting with the end client and security clearance requirements are acceptable providing they are not unusually extensive.
	Would the substitute be paid by your own company?	When your company provides a substitute who would be responsible for the payment of that replacement? Would it be your company? The agency? Or the end client?
Question 10	Have you ever exercised a right to provide a substitute for this particular contract?	

Question 11	Could you engage helpers on behalf of your business to assist in providing the services?	Engaging helpers involves hiring or subcontracting part of the work to assist in completing the contract. A helper does not have to be an employee of your business. The help should be for a significant part of the services. For example: a web developer could hire a graphic designer to complete the front end design work required for a system development. Hiring a company to host the server would not be classed as significant.
Question 12	Have you engaged helpers to assist in providing a significant amount of the services, for this particular contract?	Engaging helpers helps to demonstrate that it is your business that has been engaged to provide services rather than a specific person. As with substitution, such 'helpers' do not have to be employees of your limited company but can be contractors who provide similar services and whom you might engage to help meet an urgent deadline.
Question 13	Does anyone provide any instruction or direction on your method of work?	Being 'instructed' would generally mean being told by the client how to undertake a particular task. For this question we would like to understand whether anyone is able to instruct you with regard to the method you adopt in delivering the work.
	What instruction or guidance is provided to you?	Give details on what instructions are given i.e are you told how to provide your services
Question 14	Are you subject to any regular ongoing monitoring or supervision by the end client?	Ongoing monitoring or supervision would mean the client continually checking and/or watching over you as you undertake the services.
Question 15	Are you required to follow the end client's specific employee procedures, processes or guidelines in relation to how to carry out the services?	End client procedures, processes or guidelines, refers to rules which the end client imposes on its employees in their method of work. This does not include following statutory requirements such as health and safety procedures.

Question 16	Are you able to use your own equipment in the provision of your services?	Equipment does not include your own laptop, mobile phone, business premises, utilities, expenses such as food, or use of a vehicle. This point is stronger the more integral the equipment is to the provision of the service.
	Why are you unable to use your own equipment?	Please provide details on why you are unable to use your own equipment
	What equipment do you provide?	Please elaborate on the equipment you provide
Question 17	Does the end client have the right to move you on to a different task/project other than originally contracted, in the event that additional resources are required due to a change in priorities?	Does your end client have the right to move you onto a complete different set of services without agreeing this with your company?
Question 18	Do you have to obtain the end client's permission to take time off?	Seeking the client's permission means having to ask for time off rather than notifying the client of any absence out of professional courtesy.
Question 19	Does anyone dictate your working hours? If so please state why this is.	Do you have autonomy over your working hours during this engagement or does the end client dictate these hours to you.
Question 20	Can you decide where the services are carried out?	Are you able to decide where the services are carried out? i.e. being able to work from home or own offices or is there a requirement that you are expected to work from the clients site.
	Do you have business premises (separate from your home)?	Do you have a business premises? Please note this excludes a home office.
Question 21	Are the services you are required to provide of a specialist nature, which your end client is not able to source in house?	Has the client engaged your limited company for the specific set of skills and qualifications because they are unable to source this in house? Or do they have any employees in house who could also perform the services?

Question 22	Have you paid for equipment or training, which is vital to the provision of your services, through your company? If so, please give details.	Has your role required you to undertake specialist training or equipment in order for you to fulfill the brief of the contract that your company has paid for?
Question 23	Does your company have its own website and/or company stationery?	Does your company have its own website and/or company stationery?
Question 24	Are you required to submit an invoice for payment of the services?	In order to receive payment for the services how do you charge for this? Do you invoice client or use the self-billing or timesheet method?
Question 25	Once the contract has ended, is there an obligation (written, implied or otherwise) for the end client to provide you with further work?	Upon the completion of the contract, is client obliged to provide you with additional work or find new services for you to complete?
Question 26	Can you decline additional work not covered in the initial contract which might be offered by the end client?	If the end client were to ask you to pick up additional work outside of the initial agreed contract for services, is this expected of you or can you turn down this work?
Question 27	Are you able to terminate the contract during the agreement?	Are you able to terminate the agreement at any time during the engagement and for any reason?
	Are you required to give notice in order to terminate your contract? If so, how much notice are you required to provide?	What is your written notice period?
Question 28	Does the end client have to give notice to terminate the contract? If so how much notice are they required to provide?	What is the notice period given by the client if they terminate the contract?
Question 29	Were you ever a direct employee of your end client?	Have you been employed by the client previously?
	How long ago were you employed by the end client?	How long was the gap between your employment with the client and you providing services as a contractor.
	Explain the circumstances behind returning as a contractor	Why did you choose to return to the client as a contractor. Was there any intention for you to return? Please elaborate your reasons.
	Do you now provide completely different services through your limited company?	Are you now providing the same services that you were whilst an employee or are the services of a different nature? Please provide details on the role(s).

Question 30	Do you have any line management responsibilities over the end client's own staff?	Such responsibilities could include authorising leave, conducting appraisals, monitoring performance of the client's staff, etc.
Question 31	Are you required to mentor or train the client's staff (excluding contracted services)?	This does not include where mentoring/training client's staff is part of the contracted service provision. For example, if you were contracted to train the client's staff, then this would constitute a No answer.
Question 32	Are you required to attend any training requested by the client?	Are you required to complete any training - for example relating to skills and knowledge?
	Does the end client pay for this training?	
	Are you paid for your time when attending training?	
Question 33	Are you required to regularly attend meetings? If so, please provide a description of the type of meetings you attend.	Are you involved in general meetings with the client.
Question 34	In the course of your work, are you easily identifiable as an external contractor? If so please give more details.	Is it clear that you are a contractor rather than an employee. Is this clearly show with items such as ID badges/lanyards.
Question 35	Do you have any direct involvement with the end client's customers/clients?	Customers/clients include any audience who is affected by the end client's services, not inclusive of the end client's own employees or contractors.
	How are you identified when interacting with the end client's customers/clients?	Does the end clients customer/clients recognise you as part of the clients business or are you repesentating yourself as a supplier on behal of the end client?
Question 36	Are you ever paid by your end client for time when you are not providing the services?	This may include being sent home early, bank holidays, or times where there is no work available.
Question 37	Do you receive overtime?	Are you paid inflated fees for additional hours worked outside of your agreed project?
Question 38	Do you receive any staff benefits from your end client? If so please specify.	Staff benefits may include holiday pay, sick pay, workplace pension or any other employee benefit provided directly by the end client.

Question 39	If you delivered faulty work would you be required to rectify such work in your own time and at your own cost?	An example of this may include the delivery of a system which subsequently malfunctioned, in which you are required to fix at your own time/cost
Question 40	Have you ever had to rectify faulty work at your own cost during this contract?	Have the services that you have provided not met the clients expectations which has resulted in you resolving this problem in your own time?
Question 41	Do you carry business insurances such as professional indemnity, or public and employers' liability insurance?	Does the company hold relevant insurances to protect the business in the event an error, mistake or omission? This could be Professional Indemnity, Public/Employers Liability insurance.
Question 42	On what basis are you paid for the work?	Hourly, daily or a fixed fee upon completion of the project.

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