

# Status Determination Statement

As per Chapter 10 of the Income Taxes and Earnings Act (ITEPA) 2003, this document certifies that the engagement has been assessed.

Status Determination:

**IR35 Does Not Apply  
(Outside IR35)**

The condition in section 61M(1)(d) is NOT met in the case of the engagement.  
**This document explains the full reasons for that determination.**

Assessment number:

**6758523**

Assessment date:

**22 January 2020**

Company:

**Opus Design Services Ltd**

# Certificate

OF IR35 COMPLIANCE

IR35 Shield certifies that

## Opus Design Services Ltd

is providing services to

**Opus Design Services Ltd**

between **22 January 2020** and **22 March 2020**

Status Determination:

**IR35 does not apply  
(Outside IR35)**



Assessment completed by  
**Adrian West** on behalf of  
**Opus Design Services Ltd**  
on **22 January 2020**

Company Number: **10896286**  
Unique assessment number:  
**6758523\***

\* To check the validity of this assessment visit <http://www.ir35shield.co.uk/validate> and enter the unique assessment number and assessment date.

# About IR35 Shield

IR35Shield is an online platform that provides an IR35 compliance process for agencies, corporations, professional contractors, service providers and tax experts.

Central to the solution is the IR35 Assessment, which was originally built in conjunction with specialist legal experts in 2009, and is updated on an ongoing basis to incorporate the latest IR35 updates and case law and has been used by over 100,000 workers to assess their status.



We are confident it is the most accurate and comprehensive IR35 assessment on the market based on:

- 20 years practical experience of IR35 – we developed the first IR35 calculator to determine the financial impact of the legislation back in 1999
- Market-leading expertise – our team consults with the Treasury on IR35 matters and we have published multiple white papers on the topic of IR35
- 100,000 actual assessments – contractors have been basing contract decisions on our assessment that was first launched in 2009
- IR35Shield is a unique interactive online assessment tool that uses powerful weight based algorithms aligned to decades of employment legislation case law to provide an indication of the likely IR35 status of highly skilled professional contractors

Status assessments from over 100,000 users indicates that:

- 30% of contractors outside (or borderline outside) of IR35
- 25% are borderline – could be either inside or outside IR35
- 15% are borderline inside
- 30% inside

IR35 is based on complex employment status legislation and case law that dates back to the 1960s. Even experienced IR35 experts and HMRC inspectors can struggle with the law in this area. Given the complexity of employment case law it is not possible to build a tool that will provide a simple Yes/No answer.

We liaise with the IR35 experts that review borderline cases and incorporate their feedback into further refinements of our algorithm, enabling us to provide certainty in a larger number of cases.

Professional contractors who do not achieve an "IR35 does not apply" status can read the Status Determination Statement which provides comprehensive reasons for the determination and explains why their contract and working practices results in the conclusion that IR35 applies to their engagement.

# What is this IR35 Status Determination Statement?

This Status Determination Statement provides evidence to help with a defence that the relevant contract is not caught within the IR35 legislation. It can be used to demonstrate this to the client/engager, agency and HMRC.

The Statement comes in three main sections:



## The IR35 Certificate

- Proves this contract has been assessed as outside IR35
- Has a unique reference number for third-party confirmation
- Identifies the service company
- Includes contract details



## A sign-off sheet for the engager

- When signed by the engager this Status Determination Statement demonstrates proactive and strong due-diligence and assists with the defence in the event of an inquiry by HMRC



## The answers with commentary

- A full list of the questions and the answers
- Additional commentary within the Statement providing further information to help guide you in respect of IR35 status



## Next steps (contractor):

- Read the Statement: follow the guidance to help support the IR35 status of your contract
- File this Statement, as you may need it in the future if HMRC decide to review your circumstances within the next six years

# How can this IR35 Status Determination Statement be used?

This Status Determination Statement and certificate can be used to demonstrate to HMRC that the contract has been evaluated for IR35 status purposes and that there are strong pointers indicating that the IR35 legislation should not apply.



## Shut down HMRC investigations before they begin

- If targeted for an IR35 inquiry by HMRC, the Status Determination Statement can be used to demonstrate that reasonable care has been taken to assess the contract's IR35 status.
- The Status Determination Statement highlights those areas where there is strong evidence that the contract should be considered outside IR35 and professional advisers can use the Statement as the basis of a defence to HMRC.
- **In the face of strong evidence, in our experience HMRC are likely to close an IR35 inquiry in its early stages – the Status Determination Statement can be an important part of the evidence.**



## Reduce IR35 tax risk / buy tax protection cover

- For private sector client contracts, the IR35 legislation says that the contractor's limited company becomes responsible for paying income tax and NICs.
- This Status Determination Statement and certificate helps demonstrate that there is a low IR35 risk for this contractor.
- For complete peace of mind, this Statement can be used to purchase IR35 tax protection cover – in the event of an inquiry all defence fees are covered along with any tax liabilities that become due as a result of a negative outcome.

# Your Determination – Summary

## Assessment: IR35 DOES NOT APPLY (Outside IR35)

Your answers indicate that there are strong pointers that the IR35 legislation does not apply to your contract.

The breakdown of the individual areas is shown below, and specific commentary and observations are provided on the following pages next to your answers.

For areas that are **Outside IR35 - Strong**, no further action is needed. But, do ensure that the reality continues to reflect the answers. For **Outside IR35 - Medium** and **Outside IR35 - Weak**, some changes could strengthen a position of "IR35 does not apply", which may require the help of an IR35 legal expert. But the contract should not require significant amendments.

For the inside indicators we could seek advice from a qualified IR35 legal expert. The **Inside IR35 - Weak** and **Inside IR35 - Medium** may be resolved with some relatively minor changes. Elements that are **Inside IR35 - Strong** will need some professional intervention to rectify – and the client (and agency if there is one) will need to be amenable to changes being made.

*Note – the contract and assessment answers must reflect the actual reality.*

### Example

**Outside IR35** **Strong** : The answers for this category are a **Strong** pointer toward an **Outside IR35 Determination**

## Main Factors - Status

Substitution	Outside IR35 <b>Strong</b>
Control <i>How = Outside IR35 - Strong</i> <i>What = Outside IR35 - Strong</i> <i>Where = Outside IR35 - Weak</i> <i>When = Outside IR35 - Strong</i>	Outside IR35 <b>Strong</b>
Mutuality of Obligation	Outside IR35 <b>Strong</b>

## Other Factors - Status

Financial Risk	Good <b>Strong</b>
Part and Parcel	<b>Neutral</b>
In business on own account	Good <b>Strong</b>
Equipment	Good <b>Strong</b>
Intention of parties	Good <b>Strong</b>
Helpers	Inside IR35 <b>Strong</b>
<b>Other Factors - overall</b>	<b>Good</b> <b>Strong</b>

# Reasons for your Determination

The observations indicate pointers towards “deemed employment” (IR35 applies or “inside IR35”) and pointers towards “self-employment” (IR35 does not apply or “outside IR35”). The answers and sections are weighted based on employment status case law. The three main areas are substitution, control and mutuality of obligations, and then the other factors are considered.

- ✓ : This factor points to your contract being outside IR35.
- ✗ : This factor points to your contract being inside IR35.
- : This indicates that your answer has no impact on your IR35 status.

## Substitution

- ✓ Being able to substitute is a strong pointer to being outside IR35.
- ✓ Your answers indicate that you would be responsible for sourcing and paying the substitute and that the client could not unreasonably object to a qualified candidate. The reality will need to align with your contract for your right of substitution to be valid.
- ✓ You have indicated that in reality you would be responsible for sourcing and paying the substitute and that the client could not unreasonably object to a qualified candidate. This area of your assessment has strong pointers toward working outside IR35.

## Control

- ✓ The answers provided in the control area of your assessment have strong pointers towards working outside IR35.
- ✓ You have indicated that you are working on a project, which is a key consideration when examining IR35 status. However, being moved from project to project within a contract would also indicate a strong level of control and therefore point towards working inside IR35.
- ✓ Your answers indicate that there is a lack of control over you, by the client, when you complete the work. This is a pointer toward working outside IR35.

## Mutuality of Obligations (MOO)

- ✓ Your assessment shows clear signs that mutuality of obligation is not present, which points towards working outside IR35.
- ✓ Your answers show that your client is not obliged to find further work for you after the project is finished, which is a pointer towards working outside IR35.
- ✓ The answers provided in your assessment display that the client cannot make you do work outside the scope of the services, which is a pointer towards working outside IR35.

## Other Factors

- ✓ The other factors contain some elements that are pointers towards outside IR35 status.
- ✓ Your assessment shows no indications that you are part and parcel of the client’s organisation, which points towards working outside IR35.
- ✓ Your answers show that you are responsible for correcting errors in your work, without requiring further payment. This demonstrates that you have financial risk, which is therefore a pointer towards working outside IR35.

## Tell Us More

- ✗ Your assessment shows that you have answered some questions as “Don’t Know”. Your status could be more accurate if you can find out the answers to these questions and retake the assessment.

# Your questions and answers

- ✓ : This factor points to your contract being outside IR35.
- ✗ : This factor points to your contract being inside IR35.
- : This indicates that your answer has no impact on your IR35 status.

## Contract information

The IR35 and Off-Payroll tax legislation only applies to UK tax payers who are operating via a limited company. The best time to focus on and resolve IR35 issues is before signing and starting a contract.

### 1.1 Have you already started your contract?

Answered: **Yes**

If a contract has started then it is unlikely that changes can be made to align it closer to the working conditions.

### 1.2 Will you be using your own limited company as the trading vehicle to invoice the agency/client for your services?

Answered: **Yes**

### 1.3 Are you a UK tax payer?

Answered: **Yes**

### 1.4 Are you an 'Office holder' in your clients company (not your own company) where personal service is also required?

Answered: **No**



## Substitution - Contract

Employees provide a personal service, and they cannot send someone else to replace them. Genuine businesses have a “contract for services” with their clients, and can then decide who to send to deliver those services.

### 2.1 Under the terms of your contract, can you send another individual to do the work in your place?



Answered: **Yes**

If a substitute is allowed then this can indicate that personal service is not required, which is a pointer towards a contractor being outside IR35

#### 2.1.1 Are you responsible for both sourcing and paying the substitute?



Answered: **Yes**

#### 2.1.2 Is the client contractually obliged to accept a suitable substitute?



Answered: **Yes**

It's acceptable for a client to meet a substitute to check they have the right skills, but a client should not be able to refuse a substitute if they are qualified.

### 2.2 Did an agency supply you, without you being interviewed by the client first?



Answered: **No**

## Substitution - Reality

Having a contractual right to substitute is only considered valid if in reality a client agrees that a contractor can provide a substitute.

**2.3 In reality, if you were unable to do the work yourself for whatever reason, do you think that your client would allow you to send another individual to do the work in your place?**



Answered: **Yes**

In many tax tribunal and court cases clients have dismissed any contractual right to substitute as invalid. Judges have therefore ruled that the substitution clause is not relevant to their decision on status. It is essential that the client is aware of the right to substitution and that they would allow it.

**2.3.1 Would you be responsible for both sourcing and paying the substitute?**



Answered: **Yes**

**2.3.2 Would the client have to accept any suitably qualified substitute?**



Answered: **Yes**

Note, it's acceptable for a client to meet with a substitute to check they have the right skills, but they should not be able to refuse them if they are qualified.

**2.3.3 Have you ever sourced and paid for another suitably qualified person to undertake part of the project in your place, and who your client did not reject?**



Answered: **No**

If a contractor has the right to substitute, then exercising that right provides evidence towards being outside IR35. Answers need to be realistic though, as it could be determined that the substitution was a fabrication or sham, and done simply to improve the tax position.

**2.3.4 Has the client ever refused your attempt to send another suitably qualified contractor to undertake part of the project in your place?**



Answered: **No**

**2.4 Have there been any instances when the client has allowed another contractor to provide a substitute?**



Answered: **Don't Know**

## Helpers or subcontractors

Helpers who work alongside a contractor can be an indication that the contractor does not provide a personal service.

**2.5 Under the terms of the contract, can you bring in a helper or subcontractor to work alongside you?**



Answered: **Yes**

If a contractor uses helpers, it can be a pointer towards being outside IR35.

**2.5.1 Are you responsible for both sourcing and paying the helper?**



Answered: **Yes**

**2.5.2 Is the client allowed to interview or vet the helper, other than on reasonable grounds?**



Answered: **No**

If there is too much vetting and a client has an unqualified right to reject a helper, then this would weaken any argument that having a helper is a pointer to being outside IR35.

**2.6 In reality, do you think your client would agree that you can bring in a helper or subcontractor to work alongside you?**



Answered: **Yes**

This is a pointer towards being outside IR35 status.

**2.6.1 Have you ever brought in a helper or subcontractor, with your clients knowledge, who worked alongside you and your limited company paid their invoices?**



Answered: **No**

## Control - How

If a client controls a contractor and how they do the work then there is a “master/servant” relationship present which can be indicative of deemed employment.

- 3.1 Will you decide how to do the work yourself, rather than your client instructing you how to complete your work?**
- ✓ Answered: **Yes**
- Not being told how to do the work, and instead being briefed on the desired outcome and allowed to get on with delivering that outcome, is a pointer towards a contract for services, and therefore being outside IR35.
- 3.2 Do you have expertise, skills and experience which is rare in your chosen field?**
- ✓ Answered: **Yes**
- 3.3 Does your client have workers within their organisation who have the expertise to perform the tasks you have been contracted to perform?**
- ✓ Answered: **No**
- If a contractor has a skillset outside of the expertise of a client then it is inferred that that client would not tell the contractor how to do the work, which reduces the chances of control.

## Control - What

If a client can move a contractor from one project to another, or instruct them exactly how and when to complete work, this is an indicator of control. A lack of control would be where a contractor is hired to deliver an agreed set of services for a particular project.

### 3.4 Are you working on a particular project?



Answered: **Yes**

This is a pointer to being outside IR35. A genuine contractor tends to work on a project-by-project basis. In contrast, an employee would offer their skills and are presented with work to do and expected to get on with it using those skills. This is a subtle difference.

#### 3.4.1 Is the project specified in the contract along with a set of deliverables defined in a contract schedule?



Answered: **Yes**

This is a pointer to being outside IR35. A contractor works on a pro-rata basis to achieve deliverables and, once done, the project finishes and they move on elsewhere.

### 3.5 During the course of the engagement can the client move you to another area of work outside the scope of the work originally agreed?



Answered: **No**

If a contractor cannot be moved to other projects or areas of scope by a client, it is a pointer away from an employment type relationship.

### 3.6 Have you ever refused to complete work requested by your client because it was not specified in your original contract?



Answered: **No**

If a contractor refuses work based on it not being part of the original contract agreement, it can be a strong pointer to not being controlled.

## Control - When

If a client can dictate when the services are delivered then this is an indicator of control. Minimum hours, core hours, or a contractor having to ask for time off work are other factors that are indicative of an employment relationship.

**3.7 Will you be required to be present at your client's site within specific hours, for example from 9:00am to 5:00pm?**



Answered: **No**

If a contractor has flexibility over the hours they work, it would be a pointer to being outside IR35.

**3.8 Do you have discretion as to how many hours per day/week you need to work to provide the services?**



Answered: **Yes**

**3.9 Are you required to work a minimum number of hours per week?**



Answered: **No**

A contractor would normally not expect to have minimum hours stated in the contract. A contractor would normally get paid for work done on a pro-rata basis.

**3.10 Is there a maximum number of hours specified in your contract?**



Answered: **No**

This question is only likely to be considered in court cases when examining the level of control as part of the broader picture.

**3.11 Will you have to ask permission from your client if you wish to take time off?**



Answered: **No**

A contractor would not be expected to request permission from a client for time off, and doing so would be a pointer towards employment.







**3.12 Are there any restrictions on you providing services to other clients concurrently?**



Answered: **No**

## Control - Where

If there is no significant reason for you to deliver the services at a specific place and yet the client demands that you do so, then it can be an indicator of being controlled. Similarly, if the client has the right to move you from location to location then this also demonstrates control. “Where” is not as important as “How” and “What” but can be decisive if control over “When” is also strongly present.

- 3.13 Are the services such that you can only provide them on the client site or another specific place?**
-  Answered: **No**
- 3.13.1 Do you have discretion to carry out the work away from the client site (home office or other)?**
-  Answered: **Yes**
- 3.13.1.1 Have you asked to work away from the client site, and did the client refuse to let you do so?**
-  Answered: **No**
- 3.13.1.2 Do you actually perform some of the services away from the client site?**
-  Answered: **Yes**
- 3.13.1.2.1 How many days per week on average are the services carried out away from the client’s site?**
-  Answered: **2**
- 3.14 Can the client direct you to perform the services at a particular location that was not originally specified in the contract?**
-  Answered: **Yes**

## Mutuality of obligation (MOO)

If a contractor is obliged to take work that is offered to them by a client, or if a client is obliged to offer a contractor some work throughout either the contract period or any notice period, this indicates a Mutuality of Obligation. A contract that can be terminated without notice, and one whereby a contractor is only paid for work done, indicates a lack of Mutuality of Obligation.

### 4.1 If you are working on a project, would you expect the client to allocate work to you outside the scope of the project during any notice period after they have given you notice?



Answered: **No**

A contractor would normally be expected to have termination periods during which the client has no obligation to provide them with work. This is a pointer to a lack of mutuality of obligations (MOO) and therefore a pointer to being outside IR35.

### 4.2 Would the engagement terminate when the work has been completed, with no notice period?



Answered: **Yes**

This is a pointer to lack of sufficient mutuality of obligations (MOO) and thus a pointer to being outside IR35. A contractor would normally get paid for work done, on a pro-rata basis, and isn't just paid for making themselves available whether there is work to do or not.

### 4.3 Can the client require you to undertake additional work outside the scope of the Services specified in the agreement?



Answered: **No**

This issue overlaps both mutuality of obligations (MOO) and control. A contractor would normally ensure that they only deliver the services agreed in a contract.

### 4.4 Do you expect the client to offer you more work to start immediately after the end of the current Services?



Answered: **No**

### 4.5 Historically, has there been a continued succession (no gaps) of contracts with the same client?



Answered: **No**

### 4.6 Is your client your last permanent employer?



Answered: **No**



**4.7**      **If there is downtime/gaps during the course of the engagement (for a day or more), would you expect to be paid for this time?**



Answered: **No**

This is a pointer towards being outside IR35. A contractor would be expected to only get paid for the services they deliver, and not time for just being present and available.

**4.8**      **If your scheduled assignment is unable to be worked on, for whatever reason, would you be contractually required to undertake any other tasks within your skill set by the client?**



Answered: **No**

A contractor who works outside of IR35 would not be expected to be moved around by a client, and not expected to work on tasks that were not part of the original contractually agreed assignment.

**4.9**      **Will you get paid for time off work due to sickness?**



Answered: **No**

## Financial risk

Being subject to financial risk is an indicator of being in business. Employees do not normally face personal financial risk if they make mistakes in their work. If a contractor provides services based on a fixed price, then this exposes them to more risk than being paid an hourly or daily rate. Similarly, if a contractor is obliged to fix any errors in their work without charging further fees then this also indicates a degree of financial risk.

### 5.1 Have you provided a fixed-price quotation for any part of the project?



Answered: **No**

### 5.2 In the event that errors are discovered in work you complete, will you be expected to correct these errors without charging additional fees?



Answered: **Yes**

Demonstrating some financial risk, like having to correct errors in work, is a pointer to being outside IR35.

### 5.3 Have your payments for invoices sent ever been delayed?



Answered: **Yes**

Late payment on invoices demonstrates some financial risk.

### 5.4 Has legal action been required to recover unpaid invoices from the client?



Answered: **No**

### 5.5 Are there any invoices that remain unpaid?



Answered: **Yes**

Unpaid invoices can demonstrate some financial risk.

### 5.6 Can the client or agency withhold fees in certain circumstances?



Answered: **Yes**

A contract stating that fees can be withheld if the services are not performed to a client's required standards or specifications would be a pointer to being outside IR35, because it demonstrates some financial risk.

5.7 **Are you required to provide an indemnity in respect of damages arising from your negligence?**



Answered: **Yes**

This is a pointer to being outside IR35.

5.8 **Have you incurred significant additional expenses such as additional equipment or training specifically for the engagement?**



Answered: **No**

5.9 **Has the contract rate been reduced during the term of the engagement?**



Answered: **No**

## Part and parcel

A contract-based professional would adopt a client-supplier approach and avoid becoming integrated into a client's business to the extent that they are indistinguishable from a client's employees.

### 6.1 Will you be attending or receiving any training that will be paid for by your client?



Answered: **No**

### 6.2 Will you ever be included within the client's formal appraisal or performance management scheme?



Answered: **No**

Genuinely self-employed contractors, who are not deemed employees, remain outside of their client's appraisal and performance management procedures and processes.

### 6.3 Will you have any HR or managerial responsibilities over your clients employees, as if you were employed by the client? (For example, appraisals, disciplinary matters. Not just managing a team)



Answered: **No**

### 6.4 Will you ever receive, or do you expect to receive, a performance-related bonus that client employees also receive for the work you complete on your contract?



Answered: **No**

Bonuses for work completed are not always pointers to being a "deemed employee", but this may be considered as part of the wider picture.

### 6.5 Will you have access to any employee benefits, such as subsidised staff canteen or sports facilities?



Answered: **No**

### 6.6 Will your client provide you with and pay for business cards with your name on them?



Answered: **No**

### 6.7 Will you have a security pass or identification badge that does not specify that you are a temporary contractor/visitor?



Answered: **No**

**6.8 Will you be expected to attend social events hosted by the client and paid for by the client?**



Answered: **No**

**6.9 Will you be included on any internal client organisation charts where you are not specifically identified as a contractor?**



Answered: **No**

**6.10 Has your client (or future client) given you a job title whilst you are working with them?**



Answered: **No**

**6.11 Are you required to attend staff meetings, where the focus is discussing employee issues?**



Answered: **No**

**6.12 Are you contractually obliged to adhere to policies and procedures that also apply to the clients employees (excluding health and safety)?**



Answered: **No**

Following health and safety guidance is appropriate, but following staff policies and procedures would not normally be something a contractor would expect to do.

## In Business on own account

If a contractor has multiple concurrent clients, a website, business cards or such like, it is an indicator that they are in business on their own account. However, if a contractor works for only one client for many years, and is contractually unable to take on further clients, that is an indicator that a contractor is not in business on their own account.

**7.1 Does your contract include any clauses that restrict you from performing paid work for another client during the contract?**



Answered: **No**

**7.2.1 Business cards?**



Answered: **Yes**

**7.2.2 Company stationery, such as letterhead?**



Answered: **Yes**

**7.2.3 VAT registration?**



Answered: **Yes**

**7.2.4 Business phone line or mobile?**



Answered: **Yes**

**7.2.5 Broadband connection?**



Answered: **Yes**

**7.2.6 A website with domain name relevant to your company and email addresses?**



Answered: **Yes**

**7.2.7 Any marketing materials, such as brochures or flyers?**



Answered: **No**

**7.2.8 A logo or trade mark?**



Answered: **Yes**

**7.2.9 A company credit/charge card?**



Answered: **Yes**

**7.2.10 Professional Indemnity insurance?**



Answered: **Yes**

**7.2.11 Dedicated premises, or office space in your own home?**



Answered: **Yes**

**7.2.12 Is your company a member of any professional membership organisation such as IoD, IPSE.**



Answered: **No**

**7.3 Will your business have other substantial revenue streams from trading activities in addition to this new contract?**



Answered: **Yes**

**7.4 Have you, through your limited company, spent money on training yourself on skills which are used in your contracting career?**



Answered: **No**

**7.5 Do you retain funds in your limited company for future investment?**



Answered: **Yes**

**7.6 Can you retain any pre existing intellectual property rights? (e.g. code, process)**



Answered: **Yes**

**7.7 Have you provided services for multiple clients over the past few years?**



Answered: **Yes**

**7.8 Have you had significant downtime (more than one month) between clients where you have wanted to work, but couldn't find work?**



Answered: **No**

**7.9 Was this contract secured through an agency?**



Answered: **No**

**7.10 Have you ever secured a contract without the use of an agency?**



Answered: **Yes**

**7.11 Have you ever completed a substantial fixed price contract (more than one month)?**



Answered: **No**

**7.12 How many contracts do you typically start each year?**



Answered: **5**

**7.13 How many months do your contracts typically last for?**



Answered: **1**

**7.14 Do you often have any contracts that run concurrently?**



Answered: **Yes**

**7.15 How many years have you been contracting?**



Answered: **2**



## Equipment

Providing your own equipment is a secondary factor considered in IR35 cases. Employees are not normally expected to provide any of their own equipment at all. However, genuine businesses are. But the equipment needs to be significant and costly to provide a strong indicator towards being outside IR35.

**8.1 Will you be required to provide your own equipment that is significant and integral to completing the project? (Laptops, office equipment, etc. Not just stationery)**



Answered: **Yes**

**8.2 Do you have tools/products that you have developed yourself, which you will use/provide, which will give you a competitive advantage over other contractors?**



Answered: **Yes**

**8.3 Do you have discretion to use your own equipment?**



Answered: **Yes**

## Intention of parties

It is important to include a clause in the contract stating both parties' intentions.

### 9.1 **Does your contract include a specific clause that states that the intention of the parties is to create a relationship that is one of business/client and supplier?**



Answered: **Yes**

It could be considered a pointer toward deemed employment if a contractor did not have this clause in their contract.

# IR35 Intermediaries legislation compliance

## Engager sign-off

- The IR35 legislation requires limited companies, or 'intermediaries', who provide services to engagers to be responsible for IR35.
- If the IR35 legislation applies this means the limited company's principal worker is considered a 'deemed employee' for tax purposes by HMRC and the company is liable for significant additional taxes.
- If HMRC decides that the worker is a deemed employee for tax purposes, then there are potentially grounds for the worker to use HMRC's arguments to then consider claiming employment rights from the engager.
- Any IR35 inquiry by HMRC or any claim for rights is time consuming for all parties.
- Agreement by the engager that these answers reflect the true nature of the relationship demonstrate that the professional contractor has exercised reasonable care and should help reduce the risk of a successful inquiry by HMRC.
- IR35 Shield is a unique interactive online assessment that uses sophisticated algorithms aligned with decades of employment status case law and legislation to help determine the IR35 status of highly skilled professional contractors. It has many years' usage by over 100,000 workers and we are confident it is the most accurate and comprehensive assessment on the market.
- This Status Determination Statement confirms that the professional contractor has taken the assessment, highlighting that there is good evidence that the contract should be found outside of the IR35 legislation in the event of an HMRC inquiry, if the IR35 legislation and accompanying case law is correctly applied and that the answers provided in this Statement are truthful and correctly align with the working practices.

### To the Engager:

This is your opportunity to minimise the risk of a costly IR35 inquiry by HMRC, and to ultimately secure the skills of your chosen professional contractor.

I confirm that:

- **Opus Design Services Ltd is or may be under contract with Opus Design Services Ltd between 22 January 2020 and 22 March 2020**
- **The answers given to the questions by the professional contractor are in our opinion an accurate reflection of the working practices.**

Sign name ..... Print name .....

Position ..... Date .....

# Peace of mind for our partners

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IR35 Shield Limited - Company Number 11167162

This Status Determination Statement is provided in accordance with the Terms and Conditions on <https://www.ir35shield.co.uk/terms>

**END OF STATEMENT**