



# Company Management Specialist

## Consultant / Worker Pack

The Carlson Suite  
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Mitcheldean, Gloucestershire  
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# What you need to know



## Gain will set you up as a director of a Limited Company

- This enables you to claim business expenses (please see “expense guidelines” sheet).
- These expenses are used to reduce the amount of Tax and National Insurance you pay on your wages.
- If we are not able to use all of your expenses they will be held on a balance and used when possible.
- You are able to work through multiple agencies, but you will only be employed by one company.

## What you will need to do if you join Gain

- Submit an expense claim to us every week by text message or through our web site.
- Keep a record with your receipts for everything you have claimed (HMRC are entitled to ask for proof of every expense claimed).

## Administration

- Gain processes the hours and rates that your agency submit to us. We then ensure your wages are in the bank on Friday.
- Gain will work out your Tax and National Insurance on a weekly basis and submit it to the HMRC.
- Gain look after all the administration for the Umbrella Company that you are a director of.
- Providing your agency has submitted your hours and rates, Gain Advantage will pay your wages before we have received the money from your agency. This means less delays in you receiving your pay.
- You will be sent a payslip for every week we process payroll for you.
- Your wages will also be confirmed by text message.

## Costs

- A flat rate of £10 will be charged for every time we put your pay into your bank account.
- No extra costs if you work with more than one agency.
- No fee to join.
- No fee to leave.

## £50 referral fee

- If you recommend someone to join Gain you could earn £50, providing the following criteria is met.
  - 1 The pack must be complete when received into the Gain Advantage office.
  - 2 The person recommended must work for at least 4 weeks.

### COMPARISONS (2011-2012 TAX YEAR)

PAYE		G@IN	
Gross Pay	500.00	Income	500.00
<b>TAKE HOME</b>	<b>385.12</b>	<b>TAKE HOME</b>	<b>442.25</b>

PAYE		G@IN	
Gross Pay	400.00	Income	400.00
<b>TAKE HOME</b>	<b>317.12</b>	<b>TAKE HOME</b>	<b>346.28</b>

# New Consultant Set up Form

PLEASE COMPLETE IN BLOCK CAPITALS.



Agency Details			
Agency Name		Contact Name	
Agency ID Number		Telephone	

Personal Details - Please print clearly			
Name		DOB	
		Nationality	
Address	Address if your current address has been for less than 3 years		

*Please Note: You must provide a copy of a utility bill or something that has been sent personally to you at your current residential address*

Telephone		Mobile	
NI Number		Job Role	Mr / Mrs / Miss / Ms
Email address:			

Payment Details - Please print clearly unclear details may delay payment			
Name of Bank		Location	
Sort Code	- -	Account Number	
Payee Name			Building Society Ref No. if applicable

*If the payee name is different to yours - you must give your consent to have you payment to be sent to another bank account.*

Signature		Print name		Date	
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Security Details - please fill in any 3			
1. First three characters of your town of birth			
2. Last three digits of your telephone number			
3. Last three characters of National Insurance number			
4. Last three digits of your passport number			
5. First three characters of your Mother's maiden name			
6. First three characters of your eye colour			
7. First three characters of your Father's Forename			

P46 - Tell us about your present circumstances ( Please tick the relevant box)			
A - This is my first job since last 6 April and I <b>have not</b> been receiving taxable Jobseeker's Allowance or taxable Incapacity Benefit or a State or Occupational Pension		B - This is now my only job, but since last 6 April I <b>have</b> had another job, or have received taxable Jobseeker's Allowance or Incapacity Benefit. I do not receive a state or occupational pension	
		C - I have another job or I receive a state or occupational pension	

Supporting Documentation			
Photo ID		Proof of Address	
Non EU Nationals are required to provide a copy of their Visa			

Agreements			
<i>By signing this form, I agree to the terms and conditions outlined in the AP01G form and that I consent to Gain Advantage appointing me as a director.</i>			
Signature		Print name	
		Date	

Office Use : Only		Co no	
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# **AP01G. TERMS AND CONDITIONS OF APPOINTMENT AS A DIRECTOR AND SHAREHOLDER**

## **1. General**

1.1 This Agreement constitute the terms of your appointment as a director of the Company in accordance with Section 167 of the Companies Act 2006.

## **2. Appointment Duration & Terms.**

2.1 You agree to be appointed as a director of the Company from date of appointment until date of resignation.

2.2 In accepting your appointment it shall be deemed that you have accepted all the terms and conditions set out in this Agreement.

## **3 Duties and responsibilities**

3.1 As a director of the Company, and unless you appoint an alternate director, you will be required to attend annual and extraordinary general meetings of the Company and all full Board meetings.

3.2 Equally with other Board members, you are responsible for the supervision and management of the affairs of the Company.

3.3 You understand and accept the responsibility of all directors not to put yourself in a position where your own interests are in conflict with those of the Company.

3.4 You agree that you will not do any acts as a director of the Company nor bind the Company in any way without prior approval of GA Secretaries Limited who will hold representations of behalf of other directors of the Company and that you will indemnify all other directors of the Company for any loss whatsoever suffered as a result of your breach of this clause.

3.5 You will instruct how much of the gross income payable to you is not subject to PAYE as a result of your legitimate business expenses.

## **4 PAYE**

4.1 You will be paid weekly in arrears by credit transfer subject to deduction of income tax and national insurance, in respect of any payments owed to you.

## **5. Expenses.**

5.1 You may claim expenses for any costs you have incurred wholly, exclusively and necessarily in doing the company's business.

## **6 Duration of appointment**

6.1 Your appointment as a director is on a rolling basis and may be terminated by the Company in accordance with its Articles of Association or otherwise in accordance with the general law.

6.2 Similarly, you are entitled to resign from your appointment by giving not less than seven days notice in writing sent to the Company's registered office.

6.3 You agree that in the event that the Company ceases to trade for more than 90 consecutive days, your signature accepting these Terms shall constitute your resignation as a director of the Company which shall be effective on the day following the expiry of such 90 day period. You hereby authorise GA Secretaries Limited to make all necessary filings on your behalf in respect of such resignation.

## **7 Confidentiality**

7.1 You hereby undertake to keep secret and treat as confidential all of the confidential information and trade secrets of the Company, any agency or third party with whom you have contact in the course of your appointment, save as necessary for the proper discharge of your responsibilities as a director.

7.2 All documentation relating to the business or affairs of the Company shall be, and remain, the property of the Company. You must return all Company property on demand and, in any event, on termination of your appointment.

## **8 Substitution**

8.1 In the event that you are unavailable to complete work you have brought into the company for any reason, any other director has the right to substitute their self for you and take over that work and appropriate remuneration.

## **9 Change in circumstance**

9.1 It is your responsibility to ensure that the Company has your up to date personal details, and to keep the Company informed of any changes.

## **10 Shares & Proxy.**

10.1 You agree to acquire one (1) Ordinary £1.00 share in the Company. Subject to the transfer being effected and you becoming the holder of such share, you appoint G A Secretaries Ltd as your general proxy to attend and vote on your behalf at any general or extraordinary meeting of the Company in favour of any motions put forward by The Board Of Directors at any such meeting, such proxy to be subject to revocation by you by written notice to GA Secretaries Ltd at any time.

10.2 You agree that if you fail to carry out any work for the Company for a period in excess of 3 months or if you cease to hold office as a director for any reason then you shall be required to transfer your share for nil consideration to G A Secretaries Ltd. In such circumstances, you agree to sign all necessary transfer notices and forms to effect such a transfer. If you default in transferring the share within 7 days of a request to do so the Company may authorise your proxy to execute all transfer notices and forms on your behalf which shall be deemed a valid transfer of your share. The Company shall be at liberty to transfer the share comprised in the transfer notice to any person or persons.

**Please retain this document for your records**



**EXPENSES CLAIMED FOR W/c**

**CAR DETAILS**

WEEKLY MILEAGE REPORT (+45p up to 10,000 miles, 25p thereafter)			
Date	Start, finishing destination & reason for journey	Mileage	45/25 p per mile
<b>Total</b>			£

Date	Breakfast Rate (irregular early starters only £5)	(£)
<b>Total</b>		

Date	One Meal Rate (Five hour rate £5)	(£)
<b>Total</b>		

Date	Two Meal Rate (Ten hour rate £10)	(£)
<b>Total</b>		

Date	Late Evening Meal Rate (irregular late finishers only £15)	(£)
<b>Total</b>		

**EXPENSES CLAIMED MUST BE INCURRED WHOLLY, EXCLUSIVELY AND NECESSARILY IN THE PERFORMANCE OF YOUR BUSINESS DUTIES**

**IT IS YOUR RESPONSIBILITY TO KEEP ALL RELEVANT RECEIPTS**

Date	Overnight (Sleeper @ £22.39 per night) drivers only	(£)
<b>Total</b>		

Date	Incidental Overnight (£5 UK and £10 Abroad) drivers	(£)
<b>Total</b>		

Date	Tools/Laundry (£2.20 per item max £4.40 per day)	(£)
<b>Total</b>		

Date	Telephone (itemised bill with business calls highlighted)	(£)
<b>Total</b>		

Date	Other Received Expenses	(£)
<b>Total</b>		

**TOTAL EXPENSES SUBMITTED TO GAIN ADVANTAGE** £

By text

Using the on-line system

**To submit your expenses online, please visit [www.gainadvantage.org](http://www.gainadvantage.org)  
To send by text - submit with your unique four digit ID No to 07781 474 281**

**PLEASE SEE REVERSE FOR GUIDELINES**

## EXPENSES GUIDELINES

**IT IS VERY IMPORTANT THAT YOU KEEP A RECORD OF EVERYTHING THAT YOU ARE CLAIMING FOR, THIS FORM WILL HELP YOU WITH THAT.  
PLEASE NOTE:- IF HMRC WERE TO CHECK YOUR RECORDS YOU WOULD NEED TO BE ABLE TO JUSTIFY THE BUSINESS NATURE OF THE EXPENSES  
YOU HAVE CLAIMED.**

**IT IS YOUR RESPONSIBILITY TO KEEP ALL RELEVANT RECEIPTS.**

<b>Mileage</b>	You can claim for mileage to and from your place of work. The start and end of the journey should be specific enough for HMRC to check the mileage using e.g. Multimap. The use of postcodes is ideal. Do not forget to keep a record of all mileage as you need to reduce the rate from 45p per mile to 25p after you have completed 10,000 miles
<b>Meals</b>	You can claim the One Meal Rate if you have been away from your home/normal place of work for at least 5 hours You can claim the Two Meal Rate if you have been away from your home/normal place of work for at least 10 hours There are Breakfast and Late Evening Meal Rates if you irregularly start before 06:00 or finish after 20:00. Please note that a maximum of 3 per week is allowed
<b>Overnight</b>	Drivers are able to claim £22.39 for each night spent in the cab If you stay in accommodation you can claim the nightly rate but you will need a receipt for your records The Incidental Overnight Rate can be claimed if you stay away from your permanent address
<b>Laundry</b>	You are able to claim £2.20 per item per day - maximum 2 items
<b>Tools</b>	Any tools that are purchased purely for work can be claimed but you need to keep relevant receipts
<b>Telephone</b>	You can claim for work calls made from your land line or mobile. You need to keep an itemised bill, highlighting the relevant calls Please note that no claims can be made on Pay As You Go mobile phones
<b>Other</b>	All other expenses that you wish to claim must be backed up with receipts

**Please be aware that any time in the future, HMRC could ask to see your expenses claimed. We advise that you copy this form and complete it each week. Should you require more detailed guidelines please visit our website [www.gainadvantage.org](http://www.gainadvantage.org) When you submit your expenses total, put your completed form together with any receipts in an envelope, mark it with the date and keep it with others in date order so they can always be found. Should you require further information regarding expenses, please visit our website [www.gainadvantage.org](http://www.gainadvantage.org)**

# **AGENCY WORKER REGULATIONS (AWR)**

AWR came into effect on October 1<sup>st</sup>, 2011. Under the guidance those who work in a business to business relationship fall outside of the scope of AWR.

By joining Gain Advantage you will be registered as a director of a limited company. That will work in a business to business relationship and the client (Hirer) shall only supervise you in respect to Health & Safety.

The Limited company wishes to make this clear to the client (both agency and hirer), thus indemnifying them against any potential claims from you under the Agency Worker Regulations.