

CONTRACT OF EMPLOYMENT dated [insert date]

**PARTIES**

- (1) **Carmichael Site Services Limited** (and its successors), a company incorporated in England and Wales (registered number 3335763), whose registered office is at 34, Upper High Street, Thame Oxon, OX9 2DN (**We or Us or Our or Employment Business**); and
- (2) **[INSERT EMPLOYEE NAME] of [INSERT EMPLOYEE ADDRESS] (You or Your)**

**1 Appointment**

- 1.1 We will employ You on the terms and conditions set out in this contract.
- 1.2 Your employment with Us under this contract will start or started on the commencement date of Your first assignment ("**Start Date**") as specified in Schedule A. Your period of continuous employment with Us will start or started on the Start Date, and no period of employment with any previous employer counts as part of Your period of continuous employment with Us.
- 1.3 Your appointment and Your continuing employment are at all times conditional upon You being permitted to work in the UK. You warrant that you are legally entitled to work in the UK and all information given to Us as to Your identity, permission to work in the UK, experience, training, qualification and authorisations which the client considers are necessary, or which are required by law or by any professional body to work in the position which the Our client seeks to fill is true and complete in all material respects.
- 1.4 You will not be required to work outside the UK, for more than one month.
- 1.5 There are no collective agreements applicable to your employment.

**2 Duties & Assignments**

- 2.1 Your normal duties will entail You being assigned to our clients who request temporary assistance in undertaking construction industry work. Specific details including the job title for each assignment will be confirmed to You in the relevant Schedule A. Due to the nature of Our business, You will be required to be co-operative and flexible with regard to roles undertaken.
- 2.2 Unless otherwise notified, You will report to Your **Manager**. We may from time to time change Your Manager.
- 2.3 During each assignment You agree to work under the supervision and direction of Our client at whose premises You are assigned and to carry out the duties in a loyal and trustworthy manner and with reasonable care and skill.
- 2.4 During Your employment You will:
  - 2.4.1 unless prevented by illness or accident or during an authorised absence, devote the whole of Your time, attention and skill during normal working hours to the carrying out of Your duties under this contract and You will not engage in any activities which would conflict with the proper performance of Your duties or with Our business interests;
  - 2.4.2 obey all lawful and reasonable directions or instructions from time to time given to You by Your Manager or any other authorised person;
  - 2.4.3 comply with Our rules, regulations and policies from time to time in force;
  - 2.4.4 not, under any circumstances, undertake any other duties of whatever kind for any third party during your hours of work on any assignment without Our prior written consent;
  - 2.4.5 use Your best endeavours to promote, develop and protect Our business, interests, and reputation; and

- 2.4.6 not use (or allow to be used) Your knowledge of or connection with Us or Your knowledge of or connection with any of Our customers or suppliers for any purpose other than Our proper purposes.
- 2.5 We will endeavour to offer assignments to You. You acknowledge that there may be times when no assignments are available.
- 2.6 You agree to inform Us when You are unavailable to undertake work.
- 2.7 We shall inform You what experience, training, qualifications, and any authorisation required by law or a professional body Our client considers necessary, or which is required by law to work in the assignment. This may include any relevant site and contractor health and safety inductions, drugs and alcohol testing or DBS disclosures.
- 2.8 When an assignment is agreed We shall provide You with a Schedule A informing You of the identity of the client, and if applicable the nature of their business; the date the work is to commence and the duration or likely duration of the work; the type of work, location and hours during which You would be required to work; the rate of remuneration that will be paid and any expenses payable by or to You; and any risks to health and safety known to the client in relation to the assignment and the steps the client has taken to prevent or control such risks. In addition, We shall inform You what experience, training, qualifications, and any authorisation required by law or a professional body the client considers necessary, or which are required by law to work in the assignment.
- 2.9 Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any public or Bank holiday) following save where the Employee is being offered an Assignment in the same position as one in which the Employee had previously been supplied within the previous five business days and such information has already been given to the Employee.
- 2.10 You accept there is no and will be no contract of employment express or implied between You and any client to whom You may be assigned, and You expressly agrees that You will not hold Yourself out as being employed by a client of Ours.

### **3 Your obligations**

- 3.1 If You are unable for any reason to attend work during the course of an assignment You should inform the client and/or Us within one hour of the commencement of the assignment or shift and on every day of absence thereafter.
- 3.2 If, either before or during the course of an assignment, You become aware of any reason why You may not be suitable for an assignment, he shall notify Us without delay.
- 3.3 You acknowledge that s/he is not aware of anything which will cause a detriment to Your interests and/or the interests of Us and/or the client by being engaged in an assignment. Should You become aware of any factors which would cause such a detriment You shall inform Us immediately.
- 3.4 You may not, under any circumstances, undertake any other duties of whatever kind for any third party during his/her hours of work on any Assignment without prior written consent of the Employment Business.
- 3.5 You agree to adhere to the terms of the Employment Business's Modern Slavery and Human Trafficking Policy, a copy of which is available from [CarmichaelUK website](#).

### **4 Probationary period**

- 4.1 There is no probationary period applicable to your employment.

## **5 Hours of work**

- 5.1 Your normal hours of work for each assignment will be outlined at Schedule A. You will be notified of the hours of work that apply to each assignment upon commencement of an assignment or as soon as practicable thereafter.
- 5.2 For the purposes of calculating the average number of weekly hours worked by You on an assignment for the purposes of the Working Time Regulations 1998 (as amended) (**WTR**), the start date for the relevant averaging period shall be the date on which You commence the first assignment.
- 5.3 If You are entitled to any terms and conditions relating to the duration of working time, night work, rest periods and/or rest breaks under the Agency Worker Regulation 2010 (**AWR**) which are preferential to rights and entitlements relating to the same under the WTR, any such terms and conditions and the date from which they commence will be set out in accordance with Clause 1.2 (including any variations thereto).

## **6 Remuneration**

- 6.1 We will pay You remuneration at the rate set out in each applicable Schedule A. For the avoidance of doubt, You will only be entitled to be paid in respect of the hours worked.
- 6.2 You will be paid weekly in arrears on or around the last working day of each week by automatic bank transfer.
- 6.3 All payments of Remuneration are subject to deductions for income tax and National Insurance contributions (NICs) and other authorised deductions or deductions required by law.
- 6.4 You may, by virtue of having completed the qualifying period (as defined in Regulation 7 of the AWR) for an assignment be entitled to an increase in Your pay (as defined by Regulation 6 of the AWR) and any such variation will be notified to You in accordance with clause 1.2.
- 6.5 You are not entitled to receive any payment from Us for any time not spent on assignment (including where work is not available, or where there are gaps between assignments), except in respect of holidays or illness in accordance with these terms, or where payment is otherwise expressly agreed in writing by Us.

## **7 Lay off and/or short time working**

7.1 During an assignment, In the event of any disruption to our business and/or any reduction in the requirement for you to perform the work you are assigned to do, we reserve the right, without notice, to lay you off without pay for up to 21 days in any 12 month period, or alternatively to reduce your assignment hours for such period as we consider appropriate. If we do so, you may be entitled to a statutory guarantee payment.

## **8 Place of work and mobility**

- 8.1 You will be required to work at various locations and undertake travel in accordance with the requirements of each assignment, as outlined at the relevant Schedule A.

## **9 Holiday**

- 9.1 For the purposes of calculating entitlement to paid annual leave pursuant to the Working Time Regulations 1998 under this clause, the leave year commences on the 1<sup>st</sup> January each year.
- 9.2 Subject to any increased entitlement pursuant to the AWR the annual leave granted under these terms will always be the statutory minimum.
- 9.3 In the event that You are entitled to an increase in paid and/or unpaid annual leave by virtue of having completed the 12-week qualifying period (as defined in Regulation 7 of the AWR) any such increase in entitlement, including the date from which the entitlement will commence will be as set out as a variation in accordance with Clause 1.2.
- 9.4 All entitlement to leave must be taken during the course of the leave year in which it accrues, and none may be carried forward to the next year.

- 9.5 Where You wish to take paid leave during the course of an assignment You should notify Us of the dates of Your intended absence giving notice of at least twice the length of the period of leave that You wish to take.
- 9.6 In certain circumstances We may give counter-notice to You to postpone or reduce the amount of leave that You wishes to take and in such circumstances, We will inform You in writing giving at least the same length of notice as the period of leave that it wishes to postpone or reduce it by.
- 9.7 Entitlement to payment for leave accrues in proportion to the amount of time worked continuously by You on assignment during the leave year. The amount of payment which You will receive in respect of periods of annual leave taken during the course of an assignment will be calculated in accordance with and paid in proportion to the number of hours which You has worked on assignment.
- 9.8 In the course of any assignment during the first leave year You are entitled to request leave at the rate of 1.83 days of the employee's total holiday entitlement in each month of the leave year, not including the 8 statutory days put aside for bank holidays.
- 9.9 Where a Bank Holiday or other Public Holiday falls during an assignment and You do not work on that day, then subject to the worker having accrued entitlement to payment for leave in accordance with Clause 8.6 You may, upon giving one week's notice, take a Bank Holiday or other Public Holiday as part of Your paid annual leave entitlement.
- 9.10 Where this contract is terminated by either party and a P45 is requested, You shall be entitled to a payment in lieu of any untaken leave where the amount of leave taken is less than the amount accrued..

## **10 Sickness**

- 10.1 You may be eligible for Statutory Sick Pay provided that s/he meets the relevant statutory criteria.
- 10.2 Your are required to provide Us with evidence of incapacity to work which may be by way of a self-certificate for the first 7 days of incapacity and a doctor's certificate thereafter.
- 10.3 For the purposes of the Statutory Sick Pay scheme there is one qualifying day per week during the course of an assignment and that qualifying day shall be Monday – Friday in every week. Statutory Sick Pay is not payable for the first three qualifying days in a period of incapacity for work.
- 10.4 For the avoidance of doubt where Employee was not due to work on an Assignment there is no entitlement to Statutory Sick Pay.

## **11 Accident & Death Benefit**

- 11.1 We provide Accidental Death Policy, subject to conditions.

## **12 Other paid leave**

- 12.1 You may be eligible for other paid statutory leave subject to Your complying with the relevant statutory and other conditions and requirements in order to be entitled to the leave and/or pay.

## **13 Timesheets**

- 13.1 Unless notified to the contrary in writing by Us, at the end of each week of an assignment (or at the end of the assignment where it is for a period of one week or less or is completed before the end of a week) You shall deliver to Us a time sheet duly completed to indicate the number of hours worked during the preceding week (or such lesser period) and duly authorised by an authorised representative of Our client. The client may have Biometrics in place to record entries onto site, you must ensure that the Biometrics are used correctly.
- 13.2 Subject to Clause 13.3 We shall pay You for all hours worked regardless of whether We have received payment from the client for those hours.

**13.3** Where You are obliged to but fails to submit a properly authenticated time sheet We shall, in a timely fashion, conduct further investigations into the hours claimed by You and the reasons that the client has refused to authorise a timesheet in respect of those hours. This may delay any payment due to You. We shall make no payment to You without verification of the hours worked by You.

**13.4** For the avoidance of doubt and for the purposes of the WTR, Your working time shall only consist of those periods during which You are carrying out activities or duties for the client as part of the assignment. Time spent travelling to the client's premises; lunch breaks and other rest breaks shall not count as part of the Your working time for these purposes.

#### **14 Disciplinary and grievance matters**

14.1 Our disciplinary and grievance procedure is non-contractual and can be found within our Site Employee Handbook.

#### **15 Pension**

15.1 If You are eligible, We are required to enrol You automatically into a pension scheme. We will provide further details upon request and in advance of enrolment where the qualifying criteria has been met.

15.2 Should You require any help or information with regard to Pensions please contact Our representative on 01844 212 058.

#### **16 Training**

16.1 We offer training, subject to certain eligibility requirements and other conditions. We require some compulsory training. We will bear the cost of any training.

#### **17 Other benefits**

There are no other benefits provided.

#### **18 Ending Your employment**

18.1 Save as set out in clause 3, You may end Your employment at any time by giving Us not less than 1 weeks' notice and We may end Your employment at any time by giving You , after one months service 1 week and after 2 years complete service 2 weeks, thereafter an additional week on each anniversary of the start of your employment until a total maximum of 12 weeks.

18.2 We cannot guarantee that work will be available for the Employee during any notice period.

18.3 We reserve the absolute discretion to terminate the Your employment by paying You in lieu of notice equal to the basic salary (as at the date of termination) which You would have been entitled to receive under this contract during the notice period referred to in Clause 18.1(or, if notice has already been given, during the remainder of the notice period), less income tax and National Insurance contributions. You shall have no right to receive a payment in lieu of notice unless We have exercised our discretion under this clause.

18.4 We reserve the right to end Your employment without notice if We discover that You do not have permission to work in the UK or if that permission is revoked or is no longer valid.

18.5 If You do not inform the client or Us in accordance with Clause 3.1 should you be unable to attend work during the course of an assignment unless upon investigation by Us You can show that exceptional circumstances prevented You from complying with Clause 3.1 this will be treated as termination of Your employment with Us.

18.6 We may terminate this agreement immediately in the event of any serious breach of these terms or any act of gross misconduct by You.

#### **19 Conduct of Assignments**

**19.1** You are not obliged to accept any assignment offered by Us but if You do so, during every assignment and afterwards where appropriate, You will:

19.1.1 Co-operate with the client's reasonable instructions and accept the direction, supervision and control of any responsible person in the client's organisation;

19.1.2 Observe any relevant rules and regulations of the client's establishment (including normal hours of work) to which attention has been drawn or which You might reasonably be expected to ascertain;

19.1.3 Take all reasonable steps to safeguard Your own health and safety and that of any other person who may be present or be affected by Your actions on the assignment and comply with the health and safety policies and procedures of the client;

19.1.4 Not engage in any conduct detrimental to the interests of the client or Us including without limitation conduct reasonably likely to bring the client or Us into disrepute or which results in a loss of custom or business;

19.1.5 Conduct Yourself in a professional manner and wear any form of identification required by the client and to observe all applicable laws; and

19.1.6 At the end of the assignment or on demand return to Us or the client as directed, all property belonging to the Us or the client including but not limited to all equipment, materials, documents (including copies), and other such materials, security passes, keys, uniforms, personal protective equipment or clothing.

## **20 Confidential and Data Protection**

20.1 You may become privy to the confidential information of the Employment Business or any client for which services are provided during an assignment.

20.2 Confidential Information shall mean any confidential information belonging to or about the client or the Employment Business which if used by You other than in the course of the assignment for the benefit of the client or if disclosed to any third party either during or at any time after the termination of the assignment would be of value or could cause damage to the client or the Employment Business whether directly or indirectly. Confidential information is confidential if it is labelled confidential, if the client expressly states (whether in writing or otherwise) to You that the information is confidential or if You ought to have known that the information may be confidential.

20.3 You warrant that s/he shall not unless required to do so by the client in the performance of the assignment divulge or communicate to any person; use for any purposes other than those of the Employment Business or the client; or cause any unauthorised disclosure through any failure to exercise due care and attention of any confidential information relating to the Employment Business or the client.

20.4 The restrictions under this Clause 20 shall continue to apply after the termination of this agreement without limit in point of time but shall cease to apply to information or knowledge which is ordered to be disclosed by a Court of competent jurisdiction or otherwise required to be disclosed by law or which comes into the public domain other than as a result of a breach by You of Your obligations under this agreement.

20.5 You acknowledge and agree that Your personal data will be processed by the Employment Business and the client during the term of the assignment and that such personal data may be transmitted outside the European Economic Area. You hereby consent to such processing on the understanding that any personal data is

processed in accordance with the principles of the Data Protection Act, the General Data Protection Regulation and any other relevant data protection legislation.

## **21 Intellectual Property**

21.1 Your warrant that all copyright, title and interest of whatever nature and all other intellectual property rights deriving from work carried out by You for the client in relation to an assignment shall vest in and remain the property of the client throughout the world free from any interest of You or any other third party, and the You will do anything that the client may reasonably require in order effectively to vest such rights in the client or such third party as the client specifies or to evidence the same (during or after the termination of an assignment or this agreement).

## **22 General**

22.1 For the purposes of the Conduct Regulations We are acting as an Employment Business when introducing the You to Our clients to undertake assignments. In the event that a permanent or fixed term engagement follows the introduction of You to the client, We will be acting as an Employment Agency.

22.2 Neither party's rights under these Terms shall be prejudiced or restricted by any concession, delay or forbearance it extends to the other and no waiver by either party in respect of any breach by the other shall operate as a waiver in respect of any subsequent breach. Rights and remedies provided under these Terms are cumulative and not exclusive of any rights or remedies provided by law.

22.3 No provision of these Terms shall be enforceable by any person who is not a party to it pursuant to the Contract (Rights of Third Parties) Act 1999.

22.4 Any reference to any legislation shall include any future changes thereto.

22.5 If at any time any clause in these Terms becomes illegal, invalid or unenforceable in any respect for any reason that shall not affect or impair the legality, validity or enforceability of any other clauses in these Terms.

22.6 If there is a conflict between these terms and Schedule A save where expressly stated otherwise Schedule A shall take precedence.

## **23 Variation**

We reserve the right to make reasonable changes to any of Your terms and conditions of employment. Changes to Your terms and conditions of employment will be notified to You in writing before the date upon which they come into force. No other variation, or waiver of any right or obligation under this contract will be effective unless made by the parties and evidenced in writing and signed by or on Our behalf of the each of Us and expressed to be such a variation or waiver.

I agree to the above terms and acknowledge receipt of the information required for a written statement of particulars under the Employment Rights Act 1996.

**Signed by and on behalf of the Parties as follows:**

**Worker IP address:** {{workerIPAddress}}

**Worker name:** {{workerName}}

**Date:**

Issued on behalf of Carmichael Site Services Ltd

Date: