

Contract of Employment For WRA Employees

Between:

(1) Carmichael Site Services Limited trading as Carmichael^{UK} (and its successors), a company incorporated in England and Wales under company number (3335763) and having its registered office at 34, Upper High Street, Thame Oxon OX9 2DN (“the Employment Business”); and

(2)

.....
.....Name & Address of employee] (“the Employee”).

These terms and conditions constitute a Contract of Employment and are provided to the Employee in accordance with the terms of the Employment Rights Act 1996, Employment Act 2002, CIJC Working Rule Agreement for the Construction Industry and Working Time Regulations 1998. This document contains the terms and conditions of employment which govern your service with the Employment Business. The Employee is also referred to any Schedule A which may be in place from time to time.

1 DEFINITIONS

1.1 In these Terms of Engagement the following definitions apply: –

“**Assignment**” means the period during which the Employee is supplied to render services to the Client;

“**AWR**” means The Agency Workers Regulations 2010

“**Client**” means the person, firm or corporate body requiring the services of the Employee together with any subsidiary or associated company as defined by the Companies Act 1985;

“**Relevant Period**” means the longer period of either 14 weeks from the first day on which the Employee worked for the Client, or 8 weeks from the day after the Employee was last supplied by the Employment Business to the Client;

“**Schedule A**” means the written details agreed between the Employment Business and the Employee for each Assignment containing the relevant particulars of the Assignment.

“**WRA**” means the Construction Industry Joint Council (CIJC) Working Rule Agreement for the Construction Industry as amended from time to time.

1.2 Unless the context otherwise requires, references to the singular include the plural.

1.3 The headings contained in these Terms are for convenience only and do not affect their interpretation.

2 THE CONTRACT

2.1 For the avoidance of doubt, this Agreement shall give rise to a contract of employment between the Employment Business and the Employee. The Employee is engaged as an employed worker, and the Employment Business is required to make the appropriate current statutory deductions from the Employee’s remuneration.

2.3 No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Employment Business and the Employee and set out in writing and a copy of the varied terms is given to the Employee stating the date on or after which such varied terms shall apply.

2.4 Where a variation to an Assignment is agreed between the Employee and the Employment Business the Employment Business shall provide a copy of the Schedule A confirming the agreed variation to the Employee by no later than 5 business days following the day on which the variation was agreed.

2.5 The Employee’s employment under this Agreement will begin on the commencement date of the Employee’s first Assignment as specified in the first relevant Schedule A and shall continue until terminated in accordance with clause 12 of this Agreement.

2.6 The Employee’s period of continuous employment with the Employment Business will begin on the date the Employee’s employment begins in accordance with clause 2.5 above.

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- 2.7 No employment with a previous employer counts as part of the Employee's period of continuous employment with the Employment Business.

3 ASSIGNMENTS

- 3.1 The Employee's normal duties will entail him/her being assigned to various Clients of the Employment Business who request temporary assistance in undertaking construction industry work. Specific details including the job title for each Assignment will be confirmed to the Employee in the relevant Schedule A. Due to the nature of the Employment Business' business, the Employee will be required to be co-operative and flexible with regard to roles undertaken.
- 3.2 The Employee will be required to work at various locations and undertake travel in accordance with the requirements of each Assignment. Pursuant to the conditions set out in the WRA the Employee may be entitled to a daily fare and travel allowance calculated in accordance with the WRA.
- 3.3 The Employee will be assigned by the Employment Business from time to time to provide services to the Employment Business' Clients. During each Assignment the Employee agrees to work under the supervision and direction of the Client at whose premises they are assigned and to carry out their duties in a loyal and trustworthy manner and with reasonable skill and care.
- 3.4 The Employee agrees that without prior notice the Employment Business may transfer the Employee to a new Assignment at any location within daily travelling distance as defined by the WRA or where the location is outside such daily travelling distance with the consent of the Employee to work with any other Client.
- 3.5 The Employee agrees to inform the Employment Business when the Employee is unavailable to undertake work.
- 3.6 The Employment Business will endeavour to offer Assignments to the Employee. The Employee acknowledges that there may be times when no Assignments are available.
- 3.7 The Employment Business shall inform the Employee 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. This may include any relevant site and contractor Health & Safety inductions, Drugs & Alcohol testing or CRB disclosures.
- 3.8 When an Assignment is agreed the Employment Business shall provide the Employee with a Schedule A informing the Employee 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 the Employee would be required to work; the rate of remuneration that will be paid and any expenses payable by or to the Employee; 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 the Employment Business shall inform the Employee 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.
- 3.9 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.
- 3.10 Unless expressly stated, no variation or alteration to these terms shall be valid unless the details of such variation are agreed between the Employment Business and the Employee and set out in writing and a copy of the varied terms is given to the Employee stating the date on or after which such varied terms shall apply.
- 3.11 The Employee accepts there is no and will be no contract of employment express or implied between the Employee and any Client to whom he/she may be assigned, and expressly agrees that he/she will not hold himself/herself out as being employed by a Client of the Employment Business.
- 3.12 This Agreement and the relevant Schedule A constitutes the entire and exclusive statement of the agreement between the Employment Business and the Employee with respect to its subject matter and there are no oral or written representations, understandings or agreements relating to this Agreement that are not fully expressed in the Agreement. This Agreement

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supersedes any previous agreement whether verbal or written given to the Employee at any time.

3.13 Holiday pay and sickness benefit is calculated by averaging the numbers of weekly hours worked. For the purpose of calculating the average number of weekly hours worked by the Employee on an Assignment, the start date for the relevant 'averaging period' under the Working Time Regulations shall be the date on which the Employee commences the first Assignment and the average shall be calculated from then on.

3.14 The Employee acknowledges that should the Client or any third party introduced to the Employee by the Client wish to engage the Employee either directly or through another employment business, before or during an Assignment or during the Relevant Period, the Employment Business will be entitled to either charge the Client a transfer fee or to agree an extended period or hire with the Client at the end of which the Employee may be engaged directly by the Client or the third party or through another employment business.

4 EMPLOYEE'S OBLIGATIONS

4.1 If the Employee is unable for any reason to attend work during the course of an Assignment s/he should inform the Client and/or the Employment Business within one hour of the commencement of the Assignment or shift and on every day of absence thereafter.

4.2 If, either before or during the course of an Assignment, the Employee becomes aware of any reason why he may not be suitable for an Assignment, he shall notify the Employment Business without delay.

4.3 The Employee acknowledges that s/he is not aware of anything which will cause a detriment to his/her interests and/or the interests of the Employment Business and/or the Client by being engaged in an Assignment. Should the Employee become aware of any factors which would cause such a detriment s/he shall inform the Employment Business immediately.

4.4 The Employee 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.

4.5 The Employee warrants that s/he is legally entitled to work in the UK and all information given to the Employment Business as to his/her identity, permission to work in the UK, experience, training, qualifications 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 Client seeks to fill is true and complete in all material respects.

4.6 Upon request from the Employment Business whether before commencement of or during an Assignment the Employee shall inform the Company if s/he has worked for the Client at any time since 1st October 2011 up to commencement of the most recent Assignment and if so, details of when and in what role(s), including details of any breaks between periods on Assignment and the reasons for such breaks.

4.7 If the Employee having completed the qualifying period (as defined in Regulation 7 of the AWR) for an Assignment believes that s/he has not received the same basic working and employment conditions (as defined in Regulation 5 (2) and 6 of the AWR) as if s/he were directly recruited by the Client the Employee should discuss this with the Employment Business or raise his/her concerns in writing with the Employment Business.

4.8 The Employee agrees to adhere to the terms of the Employment Business's Modern Slavery & Human Trafficking Policy, a copy of which is located <http://carmichaeluk.com/uploads/library/files/Modern%20Slavery%20Policy%20NS.pdf> OR, is available upon request from our Compliance Team at The Quadrangle, 5 Vicarage Lane, Stratford, London, E15 4HF.

5 HOURS OF WORK

5.1 The hours of work will be in accordance with the WRA and may vary for each Assignment. The Employee 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 purpose of calculating the average number of weekly hours worked by the Employee on an Assignment for the purposes of the Working Time Regulations 1998 (as

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amended), the start date for the relevant averaging period shall be the date on which the Employee commences the first Assignment.

- 5.3** If the Employee is entitled to any terms and conditions relating to the duration of working time, night work, rest periods and/or rest breaks under the AWR which are preferential to rights and entitlements relating to the same under the Working Time Regulations 1998, any such terms and conditions and the date from which they commence will be set out in accordance with Clause 2.4 (including any variations thereto).

6 REMUNERATION

- 6.1** Whilst on Assignment the Employee will be entitled to be paid only in respect of the hours worked.
- 6.2** The WRA sets out agreed minimum rates of pay for construction industry skill sets. The Employee will be paid in accordance with these rates as illustrated in the 'Schedule A' issued by the Employment Business upon commencement of an Assignment.
- 6.3** The rate will be paid weekly in arrears, subject to deductions in respect of PAYE pursuant to Sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003 and Class 1 National Insurance Contributions and any other deductions which the Employment Business may be required by law to make.
- 6.4** The Employee 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 his/her pay (as defined by Regulation 6 of the AWR) and any such variation will be notified to the Employee in accordance with Clause 2.4.
- 6.5** Subject to any statutory entitlement under the relevant legislation, the Employee is entitled to receive payment from the Employment Business for time not spent on Assignment, in respect of holidays, illness or agreed absence.
- 6.6** Overtime rates shall be paid for time worked additional to the daily hours in accordance with the WRA. With the exception that the first hour worked in excess of the normal 39 hour week shall be paid at plain time rates. Thereafter overtime shall be paid in accordance with the appropriate scale.
- 6.7** Where expressly stated in the Schedule A the Employee will be reimbursed for any reasonable expenses properly incurred during the performance of their work whilst on Assignment.

7 STATUTORY LEAVE

- 7.1** 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 1st October.
- 7.2** Subject to any increased entitlement pursuant to the AWR the annual leave granted under these terms will always be the statutory minimum under the WRA the Employee is entitled to.
- 7.3** If the statutory minimum leave is subsequently decreased or increased within the WRA then entitlement to leave under this clause will be decreased or increased so as to be set at the statutory minimum as it applies to any period in which work is carried out.
- 7.4** In the event that the Employee is 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 2.4..
- 7.5** 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.
- 7.6** Where an Employee wishes to take paid leave during the course of an assignment s/he should notify the Employment Business of the dates of his/her intended absence giving notice of at least twice the length of the period of leave that s/he wishes to take.
- 7.7** In certain circumstances the Employment Business may give counter-notice to the Employee to postpone or reduce the amount of leave that the Employee wishes to take and in such

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circumstances the Employment Business will inform the Employee in writing giving at least the same length of notice as the period of leave that it wishes to postpone or reduce it by.

- 7.8** Entitlement to payment for leave accrues in proportion to the amount of time worked continuously by the Employee on Assignment during the leave year. The amount of payment which the Employee 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 the Employee has worked on Assignment.
- 7.9** In the course of any assignment during the first leave year the Employee is entitled to request leave at the rate of 1.75 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.
- 7.10** Where a Bank Holiday or other Public Holiday falls during an Assignment and the Employee does not work on that day, then subject to the worker having accrued entitlement to payment for leave in accordance with Clause 7.6 the Employee may, upon giving one week's notice, take a Bank Holiday or other Public Holiday as part of his/her paid annual leave entitlement.
- 7.11** Where this contract is terminated by either party and a P45 is requested, the Temporary Worker shall be entitled to a payment in lieu of any untaken leave where the amount of leave taken is less than the amount accrued in accordance with Clause 7.1.
- 7.12** None of the provisions of this clause regarding the statutory entitlement to paid leave shall affect the Employee's status.

8 SICKNESS ABSENCE

- 8.1** The Employee may be eligible for Statutory Sick Pay provided that s/he meets the relevant statutory criteria.
- 8.2** The Employee is required to provide the Employment Business 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.
- 8.3** 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 the Wednesday in every week. Statutory Sick Pay is not payable for the first three qualifying days in a period of incapacity for work.
- 8.4** Industry Sick Pay is payable at £23.61 per day, to a maximum of £118.04 per week, for a maximum of 12 weeks, and subject to a maximum of one waiting day at the beginning of the period of sickness. In addition to the payment of Industry Sick Pay the Employee is entitled to any Statutory Sick Pay due to him/her. The Employment Business reserves the right to seek independent medical examinations at regular intervals if deemed necessary.
- 8.5** The aggregate amount of Statutory Sick Pay and Industry Sick Pay paid to the Employee shall not exceed the normal week's pay that the Employee would have received on the Assignment.
- 8.6** For the avoidance of doubt where Employee was not due to work on an Assignment there is no entitlement to Statutory Sick Pay or Industry Sick Pay.
- 8.7** A dedicated Accident & Death Benefit scheme is in place to provide financial benefit to a maximum of £25000, subject to conditions. The Employee should write to his/her Employment Business representative for more information.

9 STAKEHOLDER PENSION

- 9.1** Employees wishing to take part in the Employment Business' stakeholder pension are entitled to the following: where an employee contributes between £3.00 and £13.50 per week into the scheme this payment will be equally matched by the Employment Business.
- 9.2** Sickness, Holiday Pay & Pension Management. Should you require any help or information with regard to Holidays, Sickness or Pensions please contact the compliance department on 0208 522 8888.

10 TIME SHEETS

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- 10.1** 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) the Employee shall deliver to the Employment Business a time sheet duly completed to indicate the number of hours worked during the preceding week (or such lesser period) and signed by an authorised representative of the Client.
- 10.2** Subject to Clause 10.3 the Employment Business shall pay the Employee for all hours worked regardless of whether the Employment Business has received payment from the client for those hours.
- 10.3** Where the Employee fails to submit a properly authenticated time sheet the Employment Business shall, in a timely fashion, conduct further investigations into the hours claimed by the Employee and the reasons that the Client has refused to sign a timesheet in respect of those hours. This may delay any payment due to the Employee. The Employment Business shall make no payment to the Employee without a verified timesheet.
- 10.4** For the avoidance of doubt and for the purposes of the Working Time Regulations, the Employee's working time shall only consist of those periods during which s/he is 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 Employee's working time for these purposes.

11 CONDUCT OF ASSIGNMENTS

- 11.1** The Employee is not obliged to accept any Assignment offered by the Employment Business but if s/he does so, during every Assignment and afterwards where appropriate, s/he will: –
- a)** Co-operate with the Client's reasonable instructions and accept the direction, supervision and control of any responsible person in the Client's organisation;
 - b)** Observe any relevant rules and regulations of the Client's establishment (including normal hours of work) to which attention has been drawn or which the Employee might reasonably be expected to ascertain;
 - c)** Take all reasonable steps to safeguard his or her own health and safety and that of any other person who may be present or be affected by his or her actions on the Assignment and comply with the Health and Safety policies and procedures of the Client;
 - d)** Not engage in any conduct detrimental to the interests of the Client or the Employment Business including without limitation conduct reasonably likely to bring the Client or the Employment Business into disrepute or which results in a loss of custom or business;
 - e)** conduct him/herself in a professional manner and wear any form of identification required by the Client and to observe all applicable laws; and
 - f)** at the end of the Assignment or on demand return to the Employment Business or the Client as directed, all property belonging to the Employment Business 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.

12 TERMINATION

- 12.1** The Employee may terminate their employment by giving the following notice to the Employment Business:
- 12.1.1** one day's notice if the Employee has been continuously employed for up to one month; or
 - 12.1.2** one week's notice if the Employee has been continuously employed for more than one month.
- 12.2** For the avoidance of doubt, where an Employee gives notice to terminate an Assignment this shall be deemed to be notice to terminate the Employee's employment with the Employment Business.
- 12.3** The Employment Business may terminate the Employee's employment by giving the following notice in writing:

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- 12.3.1** one day's notice if the Employee has been continuously employed for up to one month;
- 12.3.2** one week if the Employee has been continuously employed for between one month and two years; or
- 12.3.3** one week for each complete year worked (up to a maximum of 12) if the Employee has been continuously employed for two or more years.
- 12.4** The Employment Business cannot guarantee that work will be available for the Employee during any notice period.
- 12.5** The Employment Business reserves the option in its absolute discretion to terminate the Employee's employment by paying him/her in lieu of notice equal to the basic salary (as at the date of termination) which the Employee would have been entitled to receive under this contract during the notice period referred to in Clause 12.3 (or, if notice has already been given, during the remainder of the notice period), less income tax and National Insurance contributions. The Employee shall have no right to receive a payment in lieu of notice unless the Employment Business has exercised its discretion under this clause.
- 12.6** The Employment Business reserves the right to terminate the Employee's employment without notice if the Employment Business discovers that the Employee does not have permission to work in the UK or if that permission is revoked or is no longer valid.
- 12.7** If the Employee does not inform the Client or the Employment Business in accordance with Clause 4.1 should they be unable to attend work during the course of an Assignment unless upon investigation by the Employment Business the Employee can show that exceptional circumstances prevented him or her from complying with Clause 4.1 this will be treated as termination of the employee's employment by the Employment Business in accordance with Clause 12.9.
- 12.8** The Employment Business may terminate this Agreement immediately in the event of any serious breach of these terms or any act of gross misconduct by the Employee.

13 MATERNITY, PATERNITY & ADOPTION RIGHTS

- 13.1** The Employment Business will comply with its statutory obligations in respect of Maternity, Paternity and Adoption pay and leave.

14 GRIEVANCE & DISCIPLINARY PROCEDURE

- 14.1** The Employment Business' disciplinary and grievance procedure are detailed separately and do not form part of the Employee's terms and conditions of employment. The Employment Business may change them at its discretion from time to time.
- 14.2** The Employee must ensure that they have read these procedures. If the Employee's standards of work and behaviour fall below those reasonably expected by the Employment Business they may be liable to disciplinary action.
- 14.3** The Employment Business' current grievance and disciplinary procedures are available upon request from the Employment Business.
- 14.4** The Employment Business reserves the right to suspend the Employee from employment for the purposes of investigating any allegation against the Employee in relation to disciplinary matters with or without pay, for such period as it considers appropriate.

15 CONFIDENTIALITY & DATA PROTECTION

- 15.1** The Employee may become privy to the confidential information of the Employment Business or any Client for which services are provided during an Assignment.
- 15.2** Confidential Information shall mean any confidential information belonging to or about the Client or the Employment Business which if used by the Employee 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 the Employee that the information is confidential or if the Employee ought to have known that the information may be confidential.

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- 15.3 The Employee warrants 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.
- 15.4 The restrictions under this Clause 15 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 the Employee of his/her obligations under this agreement.
- 15.5 The Employee acknowledges and agrees that his/her 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. The Employee hereby consents to such processing on the understanding that any personal data is processed in accordance with the principles of the Data Protection Act.

16 INTELLECTUAL PROPERTY

- 16.1 The Employee warrants that all copyright, title and interest of whatever nature and all other intellectual property rights deriving from work carried out by the Employee 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 the Employee or any other third party, and the Employee 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).

17 NOTICES

- 17.1 Any notice to be given hereunder shall be in writing. Notices may be given by either party by personal delivery, post, email or by fax addressed to the other party at its registered office for the time being and any such notice given by letter email, or fax shall be deemed to have been served at the time at which the letter was delivered personally or transmitted or if sent by post would be delivered in the ordinary course of post.

18 GENERAL

- 18.1 For the purposes of the Conduct Regulations the Employment Business is acting as an Employment Business when introducing the Employee to its Clients to undertake Assignments. In the event that a permanent or fixed term Engagement follows the introduction of the Employee to the Client, the Employment Business will be acting as an Employment Agency.
- 18.2 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.
- 18.3 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.
- 18.4 Any reference to any legislation shall include any future changes thereto.
- 18.5 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
- 18.6 If there is a conflict between these terms and Schedule A save where expressly stated otherwise Schedule A shall take precedence.

19 LAW

- 19.1 These Terms are governed by the law of England/Wales/Scotland/ Northern Ireland and are subject to the exclusive jurisdiction of the Courts of England/Wales/Scotland/Northern Ireland]

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Signed by and on behalf of the Parties as follows:

Signature:

Signature:

Name:

Name:

For and on behalf of the Agency Worker

For and on behalf of the Employment Business

Date:

Date:

SAMPLE