

Contract For Services With Associate Workers

1. DEFINITIONS

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

“AWR”	means the Agency Workers Regulations 2010;
“Assignment”	means the period during which the Associate Worker is supplied to render services to the Client;
“Client”	means the person, firm or corporate body requiring the services of the Associate Worker together with any subsidiary or associated company as defined by the Companies Act 1985;
“Employment Business”	means Carmichael Site Services Limited trading as CarmichaelUK of 34, Upper High Street, Thame Oxon OX9 2DN and The Quadrangle, 5 Vicarage Lane, Stratford, London, E15 4HF
“Associate Worker”	means name of associate worker
“Relevant Period”	means the longer period of either 14 weeks from the first day on which the Associate Worker worked for the Client, or 8 weeks from the day after the Associate Worker was last supplied by the Employment Business to the Client;
“Schedule A”	means the schedule to these Terms setting out the Assignment details.

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. These Terms constitute a contract for services between the Employment Business and the Associate Worker and they govern all Assignments undertaken by the Associate Worker. However, no contract shall exist between the Employment Business and the Associate Worker between Assignments.

2.2. For the avoidance of doubt, these Terms shall not give rise to a contract of employment between the Employment Business and the Associate Worker. The Associate Worker is engaged as a self-employed worker, although the Employment Business is required to make statutory deductions from the Associate Worker's remuneration in accordance with Clause 5.1.

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 Associate Worker and set out in writing and a copy of the varied terms is given to the Associate Worker stating the date on or after which such varied terms shall apply.

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

3. ASSIGNMENTS

3.1. The Employment Business will endeavour to obtain suitable Assignments for the Associate Worker to work. The type of work the Employment Business will seek to find will be to provide temporary assistance to complete Client projects in the Civil Engineering, Construction, Highways and Rail Sectors. A separate schedule, Schedule A, will be sent to the Associate Worker to outline arrangements for each Assignment including job title, start date, Client contact, location of assignment, rate of pay and any other relevant information. The terms of this contract, as set out in this document, will remain in place for all future assignments. The Associate Worker shall not be obliged to accept an Assignment offered by the Employment Business.

3.2. The Associate Worker acknowledges that the nature of temporary work means that there may be periods when no suitable work is available and agrees that the suitability of the work to be offered shall be determined solely by the Employment Business; that the Employment Business shall incur no liability to the Associate Worker should it fail to offer opportunities to work; and that no contract shall exist between the Associate Worker and the Employment Business during periods when the Associate Worker is not working on an Assignment.

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- 3.3 At the same time as an Assignment is offered to the Associate Worker the Employment Business shall inform the Associate Worker 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 Associate Worker would be required to work; the rate of remuneration that will be paid and any expenses payable by or to the Associate Worker; 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 Associate Worker 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.
- 3.4 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 Associate Worker is being offered an Assignment in the same position as one in which the Associate Worker had been supplied within the previous five business days and such information has already been given to the Associate Worker.
- 3.5 For the purpose of calculating the average number of weekly hours worked by the Associate Worker on an Assignment, the start date for the relevant averaging period under the Working Time Regulations shall be the date on which the Associate Worker commences the first Assignment.
- 3.6 *If, before the first Assignment, during the course of an Assignment or within the Relevant Period the Client wishes to employ the Associate Worker directly or through another employment business, the Associate Worker acknowledges that the Employment Business will be entitled either to charge the Client a fee or to agree an extension of the hiring period with the Client at the end of which the Associate Worker may be engaged directly by the Client or through another employment business without further charge to the Client. In addition the Employment Business will be entitled to charge a fee to the Client if the Client introduces the Associate Worker to a third party who subsequently engages the Associate Worker within the Relevant Period.*

4 ASSOCIATE WORKER'S OBLIGATIONS

- 4.1 If the Associate Worker 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.
- 4.2 If, either before or during the course of an Assignment, the Associate Worker 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 Associate Worker 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 Associate Worker become aware of any factors which would cause such a detriment s/he shall inform the Employment Business immediately.
- 4.4 The Associate Worker 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.
- 4.5 Upon request from the Employment Business whether before commencement of or during an Assignment the Associate Worker 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.
- 4.6 If the Associate Worker 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 Associate Worker should discuss this with the Employment Business or raise his/her concerns in writing with the Employment Business
- 4.7 The Associate Worker 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 REMUNERATION

- 5.1 The Employment Business shall pay to the Associate Worker remuneration calculated at a minimum hourly rate of at least the National Minimum Wage (including, if relevant, the National Living Wage) applicable to the Associate Worker, being the minimum rate of remuneration that the Employment Business reasonably expects to achieve, for all hours worked. The actual rate will be notified on a per Assignment basis, for each hour worked during an

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Assignment (to the nearest quarter hour) to 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.

- 5.2 The Associate Worker 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 Associate Worker in accordance with Clause 2.4.
- 5.3 Subject to any statutory entitlement under the relevant legislation, the Associate Worker is not entitled to receive payment from the Employment Business or Clients for time not spent on Assignment, whether in respect of holidays, illness or absence for any other reason unless otherwise agreed.
- 5.4 The Associate Worker may (after a period on Assignment) qualify for auto-enrolment into the pension scheme of the Employment Business. Where this is the case the Associate Worker will be provided with details and application forms directly from the Employment Business' pensions provider.

6 STATUTORY LEAVE

- 6.1 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.
- 6.2 Subject to any increased entitlement pursuant to the AWR the annual leave granted under these terms will always be the statutory minimum as it is from time to time. Under the Working Time Regulations 1998 (as amended), the Associate Worker is entitled to annual leave as follows:

For work carried out from 1 April 2009 onwards: 5.6 weeks.

If the statutory minimum leave is subsequently decreased or increased 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.
- 6.3 In the event that the Associate Worker 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.
- 6.4 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.
- 6.5 Where an Associate Worker 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. In certain circumstances the Employment Business may give counter-notice to the Associate Worker to postpone or reduce the amount of leave that the Associate Worker wishes to take and in such circumstances the Employment Business will inform the Associate Worker in writing giving at least the same length of notice as the period of leave that it wishes to postpone or reduce it by.
- 6.6 Entitlement to payment for leave accrues in proportion to the amount of time worked continuously by the Associate Worker on Assignment during the leave year. The amount of payment which the Associate Worker 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 Associate Worker has worked on Assignment.
- 6.7 In the course of any Assignment during the first leave year the Associate Worker is entitled to request leave at the rate of one-twelfth of the Associate Worker's total holiday entitlement in each month of the leave year.
- 6.8 Where a Bank Holiday or other Public Holiday falls during an Assignment and the Associate Worker does not work on that day, then subject to the worker having accrued entitlement to payment for leave in accordance with Clause 6.6 the Associate Worker may, upon giving one week's notice, take a Bank Holiday or other Public Holiday as part of his/her paid annual leave entitlement.
- 6.9 Where this contract is terminated by either party and a P45 is requested, the Associate 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 6.1.
- 6.10 None of the provisions of this clause regarding the statutory entitlement to paid leave shall affect the Associate Worker's status as a self-employed worker.

7 SICKNESS ABSENCE

- 7.1 The Associate Worker may be eligible for Statutory Sick Pay provided that she/he meets the relevant statutory criteria.

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- 7.2 The Associate Worker 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.
- 7.3 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.
- 7.4 For the avoidance of doubt where the Associate Worker was not due to work on an Assignment there is no entitlement to Statutory Sick Pay.

8 TIME SHEETS

- 8.1 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 Associate Worker 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.
- 8.2 Once the time sheet has been signed by a duly authorised representative of the Client, the Associate Worker shall not make any changes or additions to the signed time sheet. If an Associate Worker is found to have made any such changes or additions this may delay payment to the Associate Worker of any time indicated on the time sheet which was not originally authorised by Client signature, and may lead to termination of this Agreement under clause 10.1.
- 8.3 Subject to Clause 8.4 the Employment Business shall pay the Associate Worker for all hours worked regardless of whether the Employment Business has received payment from the Client for those hours.
- 8.4 Where the Associate Worker 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 Associate Worker 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 Associate Worker. The Employment Business shall make no payment to the Associate Worker for hours not worked.
- 8.5 For the avoidance of doubt and for the purposes of the Working Time Regulations, the Associate Worker'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 Associate Worker's working time for these purposes.

9 CONDUCT OF ASSIGNMENTS

- 9.1 The Associate Worker 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:
- Co-operate with the Client's reasonable instructions and accept the direction, supervision and control of any responsible person in the Client's organisation;
 - 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 Associate Worker might reasonably be expected to ascertain;
 - 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;
 - 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;
 - conduct him/herself in a professional manner and wear any form of identification required by the Client and to observe all applicable laws; and
 - 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.

10 TERMINATION

- 10.1 Either party may terminate an Assignment or these Terms at any time without prior notice or liability.

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- 10.2 If the Associate Worker does not inform the Client or the Employment Business in accordance with Clause 4.1 should s/he be unable to attend work during the course of an Assignment this will be treated as termination of the Assignment by the Associate Worker in accordance with Clause 10.1 unless the Associate Worker can show that exceptional circumstances prevented him or her from complying with Clause 4.1.
- 10.3 If the Associate Worker is absent during the course of an Assignment and the Assignment has not been otherwise terminated under Clauses 10.1 or 10.2 above the Employment Business will be entitled to terminate the Assignment in accordance with Clause 10.1 if the work to which the absent Associate Worker was assigned is no longer available.
- 10.4 If the Associate Worker does not report to the Employment Business to notify his/her availability for work for a period of three weeks, the Employment Business may forward his/her P45 to his/her last known address.

11 CONFIDENTIALITY & DATA PROTECTION

- 11.1 The Associate Worker may become privy to the confidential information of the Employment Business or any Client for which services are provided during an Assignment.
- 11.2 Confidential Information shall mean any confidential information belonging to or about the Client or the Employment Business which if used by the Associate Worker 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 Associate Worker that the information is confidential or if the Associate Worker ought to have known that the information may be confidential.
- 11.3 The Associate Worker 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.
- 11.4 The restrictions under this Clause 11 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 Associate Worker of his/her obligations under this agreement.
- 11.5 The Associate Worker 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 Associate Worker hereby consents to such processing on the understanding that any personal data is processed in accordance with the principles of the Data Protection Act.

12 INTELLECTUAL PROPERTY

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

13 NOTICES

- 13.1 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.

14 GENERAL

- 14.1 For the purposes of the Conduct Regulations the Employment Business is acting as an Employment Business. In the event that a permanent or fixed term Engagement follows the Introduction of the Associate Worker to the Client, the Employment Business will be acting as an Employment Agency.
- 14.2 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.

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14.3 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.

14.4 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

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

15 LAW

15.1 These Terms are governed by the law of England/ and are subject to the exclusive jurisdiction of the Courts of England.

Signed by and on behalf of the Parties as follows:

Signature: Signature:

Name: Name:

For and on behalf of the Associate Worker

For and on behalf of the Employment Business

Date: Date: