

## UMBRELLA APPLICATION FORM

Please complete this form in **Black** ink using **block capitals**.

<b>ASSIGNMENT INFORMATION</b>		<b>PERSONAL DETAILS</b>	
Agency:		Title:	
Name of Consultant:		Forename(s):	
Length of contract:		Surname:	
Job Title:		Address :	
<b>PAYMENT INFORMATION</b>		Post Code:	
Account Holder's Name:		Date of Birth:	
Bank Sort Code:		NI Number:	
Account No:		Email Address:	
Bank Name / Branch:		Telephone Number:	
Building Society Reference Number:		Nationality:	

### TERMS AND CONDITIONS OF EMPLOYMENT

Employer's name and address: Clipper Contracting Group Ltd 1 Widcombe Street, Poundbury, Dorchester, Dorset DT1 3BS (the "Company").

Employee's Name and Address:

These Terms of Employment include the written statement in accordance with section 1 of the Employment Rights Act 1996.

## CONTRACT OF EMPLOYMENT

### 1. COMMENCEMENT OF EMPLOYMENT

- 1.1 Your employment will only commence once you have provided evidence of your identity and right to work in the United Kingdom. On receipt of such satisfactory evidence, Clipper shall write to you to confirm the employment commencement date.
- 1.2 No employment prior to the commencement date (as advised separately by Clipper) and no employment with a previous employer counts as part of your period of continuous employment with Clipper.
- 1.3 Your employment with Clipper is subject to and conditional upon you providing evidence of your identity and right to work in the United Kingdom. No employment under these Terms of Employment shall commence until you have provided such evidence to Clipper.
- 1.4 These Terms of Employment apply at all times, whether you are currently carrying out an Assignment or between Assignments.
- 1.5 There is no probationary period applicable to this employment.

### 2. JOB TITLE & DUTIES

- 2.1 You agree to work on such Assignments and for such periods as Clipper may from time to time require. For the avoidance of doubt, Clipper may require you to cease or not to commence working an assignment if we are unable to agree terms with the relevant Client or for any other reason.
- 2.2 On commencement of an Assignment, you will be provided with a schedule ("Assignment Schedule") setting out the details of such Assignment,

the tasks to be performed, the location, hours of work, estimated duration and the entitlement to any bonus arrangement which may be available. An Assignment Schedule which is issued by a third party does not form any part of your Terms of Employment or vary them in any way.

2.3 You may work for a third party at any time provided that this does not interfere with your obligations under these Terms of Employment or otherwise cause a conflict of interest.

2.4 You must comply with all Clipper's rules, regulations and policies from time to time in force, including any which may be set out in an Employee Handbook. Any policies which are set out in an Employee Handbook are non-contractual and may be updated, replaced or withdrawn at any time.

2.5 During an Assignment, you must comply with any rules, policies and procedures which may be in place in the Client organisation or on their premises including, without limitation, any rules, policies and procedures relating to health and safety, security, drugs and alcohol, data protection and information technology.

2.6 You must perform each Assignment diligently, to a high professional standard and must not engage in any conduct which (i) may be harmful or detrimental to the interests of Clipper, the Employment Business or the Client (ii) may cause embarrassment or reputation damage to Clipper, the Employment Business or the Client or (iii) may risk your health & safety or that of any third party.

2.7 If you are aware of any matter relating to your health which would affect your ability to perform an Assignment, you must inform Clipper without delay.

2.8 Your employment is not conditional on you completing any training. However, any training which you require for an Assignment shall be undertaken at your own expense unless the Client or Employment Business agrees to fund such training. Clipper shall not pay for any training.

### **3. HOURS OF WORK**

3.1 You are required to be available to work for not less than one hour each working week. Your actual working week (including any night work, rest periods or rest breaks) will vary (i) from one Assignment to another and (ii) from time to time during the course of each Assignment.

3.2 If you are not available or if you refuse to work the hours necessary for performance of the Assignment, Clipper may terminate your employment in accordance with clause 11.

3.3 You agree that the 48-hour maximum average working week under the Working Time Regulations 1998 shall not apply. You may opt back into the 48-hour maximum average working week on giving to Clipper one month's prior written notice.

3.4 You will remain employed by Clipper during any period when you are not on Assignment and you agree that you will make yourself available to work for Clipper during periods when there is no Assignment available for you to perform.

3.5 In order to satisfy clause 3.4, you will notify Clipper via e-mail or telephone by 9am each day to confirm your availability for work and subsequently seek a new Assignment or otherwise, for a minimum of one hour each day, Monday to Friday. This shall not apply during any period when Clipper has agreed that you may take paid holiday.

3.6 During any period when you are available for work but are not on Assignment, Clipper will assist you to secure a new assignment by appointing the Employment Business which arranged your last Assignment to find suitable work for you. By signing these Terms of Employment, you confirm your agreement to this appointment. In the event that the Employment Business advises us that suitable Assignments are available, your services will be proposed to the Client. You must not unreasonably decline any Assignments offered to you. In the event that you refuse a suitable offer of work, Clipper will be entitled to treat you as being unavailable for work.

3.7 For the avoidance of doubt, if you fail to confirm your availability for work when you are not working on an Assignment, Clipper may consider this to be serious misconduct, which can lead to termination of your employment with Clipper.

### **4. PLACE OF WORK**

4.1 You do not have a normal place of work. You may be required to work at Clipper's premises at 1 Widcombe Street, Poundbury, Dorchester, Dorset, DT1 3BS or at the premises of any Client, supplier, customer or associate as determined by Clipper from time to time.

4.2 You will not be required to work overseas for periods exceeding one month.

4.3 You must inform Clipper as soon as you have worked or it is apparent that you are likely to work at a particular location in excess of 24 months and, in any event, you must inform Clipper when you have been working at a particular location for 20 months or more.

### **5. REMUNERATION**

5.1 Your standard rate of pay will at all times be the National Minimum Wage currently in force in the UK for each hour worked by you or, if applicable to you, the National Living Wage (**Basic Rate**).

5.2 Clipper may make a payment of Additional Pay as well as the Basic Rate, which shall relate to work undertaken by you during the specific Assignment. When applicable, Clipper shall notify you in writing. The payment of Additional Pay is not guaranteed and shall be dependent upon Clipper receiving the corresponding monies from the Client or Employment Business as applicable.

5.3 For the avoidance of doubt, if an Employment Business or Client issues documentation relating to an Assignment which specifies a pay rate, this shall be the contract rate payable by the Employment Business or Client to Clipper and shall not be the rate payable by Clipper to you. Neither the Employment Business nor the Client is capable of determining the rate payable by Clipper to you.

5.4 Payment will be made weekly in arrears directly into your nominated bank account on Friday of each week in respect of the hours worked during the preceding week, subject to any statutory deductions and agreed deductions. If you ask Clipper to make payment into any third party's bank account, such instruction shall be at your entire risk and Clipper shall not be liable to make any further payment to you once it has made payment to a third party in accordance with your instructions.

5.5 Clipper will at all times during your employment, subject to these Terms of Employment, use reasonable endeavours to allocate to you suitable work and, as a minimum, guarantees that you will be offered and remunerated for at least 336 hours of work over the course of any full 12 month period (commencing on the start date of your continuous employment) paid at a rate at least equivalent to your Basic Rate, subject to the deduction of tax and National Insurance. For the avoidance of doubt, the minimum guarantee of work under this clause shall apply on a pro-rata basis for any period of employment of less than 12 months. Save as provided for in this clause, Clipper does not guarantee that there will always be suitable work which can be allocated to you.

5.6 You acknowledge that there may be periods when no work is available for you. In such circumstances, subject to clause 5.5, Clipper has no obligation to pay you when you are not carrying out an Assignment.

5.7 You agree that Clipper may deduct from any payments it makes to you (including but not limited to your remuneration) any sums due from you to Clipper including, without limitation, any overpayments, loans or advances made to you by Clipper, any losses suffered or incurred by Clipper as a result of your acts or omissions, and the repair or replacement cost of any property belonging to the Client or the Employment Business which

is lost, stolen or damaged whilst in your possession or under your control. If any monies are still outstanding after termination of your employment with Clipper, you must repay such monies to Clipper within one month of termination.

5.8 There are no additional benefits with this employment.

## 6. PENSION

6.1 Clipper operates an auto-enrolment pension scheme with Nest Pensions, which you are entitled to join if you are assessed to be an eligible jobholder.

6.2 If you elect to remain within the pension scheme, Clipper will make the minimum deductions from your pay and contributions to the pension scheme as required by law.

## 7. HOLIDAY & HOLIDAY PAY

7.1 Clipper's holiday year runs from 1 January to 31 December.

7.2 As an irregular hour worker, your entitlement to paid holiday shall accrue at the rate of 12.07% of the hours worked by you in each pay period. *i.e. for every 100 hours you work, you will accrue 12.07 hours of paid holiday.* To the same extent, your holiday pay shall accrue at 12.07% of the pay received.

7.3 Holidays must be taken at times agreed by Clipper and the Client (where appropriate) and you must give prior notice equivalent to not less than twice the duration of the holiday which you are requesting. You acknowledge that Clipper (and the Client) may, acting reasonably, refuse any holiday request which you make, and you should not commit to any expenditure or travel plans until you have received written agreement to your holiday request.

7.4 All holidays must be taken in the holiday year in which they are accrued and cannot be carried over to the next holiday year unless a period of long-term sickness, maternity or paternity leave, adoption leave, parental leave or shared parental leave, parental bereavement leave, carer's leave or neonatal care leave prevents you from taking your accrued holiday in the relevant holiday year. Subject to clause 7.7, you are not entitled to receive any payment in lieu of holiday which you failed to take during the relevant holiday year.

7.5 For the avoidance of doubt, you shall continue to accrue holiday during any period of statutory leave.

7.6 Upon termination of your employment, Clipper shall make a payment in respect of any accrued holiday for the relevant holiday year which remains untaken and for which Clipper has not already made payment.

7.7 If, on the termination of your employment you have taken holiday in excess of your accrued entitlement, Clipper may deduct the corresponding amount from its final payment to you.

7.8 Clipper may require you to take any accrued holiday during your notice period, or during periods when Clipper is unable to provide you with an Assignment.

7.9 As an alternative to Clipper accruing holiday pay so that the monies are available for payment during your periods of annual leave, you may ask Clipper to make a payment each week in respect of the holiday pay which has accrued during that pay period. You acknowledge that, if Clipper makes a payment of holiday pay with your remuneration each week, you shall not be entitled to any further payment of holiday pay during any period that you are on annual leave.

## 8. EXPENSES

8.1 Upon you commencing an Assignment for Clipper pursuant to clause 2.2, Clipper will use reasonable endeavours to establish whether you shall be subject to SDC.

8.2 If Clipper concludes that you shall not be subject to SDC, Clipper shall permit you to claim mileage expenses which you incur in attending your temporary place of work in accordance with Clipper's Expenses Policy.

8.3 Where clause 8.2 applies, you shall not be permitted to carry over mileage expenses from one assignment to another and therefore any expenses which are unclaimed for any particular assignment shall not be payable by Clipper to you at any time.

8.4 If Clipper concludes that you shall be subject to SDC, you shall not be entitled to claim expenses in accordance with Clipper's Expenses Policy. You acknowledge that certain expenses may not be recovered until you submit a Self-Assessment Tax Return at the end of the financial year.

8.5 To request the payment of expenses, you must submit to Clipper an expenses claim form, which Clipper shall provide, and supporting receipts and documents in accordance with Clipper's Expenses Policy. Clipper's Expenses Policy is not contractual and Clipper may decide whether or not to pay any expenses claim at its entire discretion.

8.6 For the avoidance of doubt, expenses do not count as pay for the purposes of the current applicable minimum wage.

8.7 You must notify Clipper as soon as possible and in any event within two working days if, at any time following commencement of your temporary role (i) you are subject to SDC when Clipper had concluded that you would not be subject to SDC or (ii) you are not subject to SDC when Clipper had concluded that you would be subject to SDC.

## 9. CONDUCT REGULATIONS OPT OUT

9.1 You may give notice to opt out of the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (**Conduct Regulations**) pursuant to Regulation 32(9) unless your Assignment involves working with or attending any vulnerable person.

9.2 If you wish to opt out of the Conduct Regulations, Clipper (or the Employment Business) shall provide a document for you to execute giving notice to opt out.

9.3 If you have opted out of the Conduct Regulations, you may notify Clipper in writing that you wish to withdraw your notice of opt out at any time. If you are in the course of performing an Assignment at that time, the withdrawal of your notice of opt out shall take effect upon termination of that Assignment.

## 10. SICKNESS & PAID LEAVE

10.1 If you are absent from work for any reason and your absence has not previously been authorised by Clipper, you must inform Clipper and Client on your first day of absence.

10.2 In respect of absence due to sickness, injury or accident that continues for more than seven consecutive days (including weekends) you must provide Clipper with a medical certificate stating the reason for the absence. Thereafter medical certificates must be provided to Clipper to cover the remainder of the period of continuing absence. Failure to follow these requirements may result in disciplinary action and loss of Statutory Sick Pay.

- 10.3 If you are absent from work due to sickness, injury or accident and comply with the requirements in this clause 10, you may be entitled to be paid Statutory Sick Pay in accordance with the provisions of the applicable legislation. For the purposes of Statutory Sick Pay, the “qualifying days” are your normal working days in the relevant Assignment. If you do not have any normal working days, the qualifying day shall be the Wednesday of each week.
- 10.4 Subject to the qualifying criteria, you will be entitled to Statutory Maternity Pay, Statutory Paternity Pay, Statutory Adoption Pay, Shared Parental Leave and/or Parental Bereavement Leave as applicable, in accordance with your legal entitlement.

## **11. TERMINATION**

- 11.1 If you wish to terminate an Assignment, you must give the period of notice specified in the Assignment Schedule or, if no notice period is specified, you must endeavour to agree a reasonable notice period with the Client. Unless otherwise specified in the Assignment Schedule, the Client (or Employment Business) may terminate your Assignment at any time and without notice. If a period of notice is specified in the Assignment Schedule, the Client (or Employment Business) may terminate your Assignment without notice if there is a significant issue with your conduct or performance of the Assignment or if You refuse or fail to carry out the Assignment at any time. If your Assignment is terminated without notice, you will not be entitled to payment in lieu of a notice period.
- 11.2 Termination of an Assignment does not terminate these Terms of Employment. You must give one week's prior written notice to terminate your employment with Clipper.
- 11.3 Clipper shall give one week's prior written notice to terminate your employment in the first two years. Following the completion of two years' service, Clipper shall give one week's prior written notice for each complete year of service, up to a maximum of 12 weeks' notice.
- 11.4 Clipper may dismiss you without notice in the event of gross misconduct and/or serious negligence. Conduct or behaviour which may constitute gross misconduct includes, without limitation (i) theft or attempted theft from Clipper, the Client or their employees (ii) fraud, falsifying timesheets or otherwise claiming that you worked on an Assignment during hours in which you did not work (iii) rude, offensive, violent or threatening behaviour to Clipper, the Client or their employees, suppliers, customers, etc (iv) malicious damage to property, including the deliberate introduction of viruses and other damage to computer systems (v) serious breaches of Company or Client policies and procedures (vi) a breach of confidentiality (vi) negligence resulting in serious loss, damage or injury to Clipper, its Clients, third parties or their employees (vii) serious or repeated breaches of Health and Safety regulations (viii) attempting to perform any duties while under the influence of alcohol and/or drugs (ix) failing to notify us by the required deadline of any period in which you anticipate not being on Assignment (x) refusing or failing to perform the Assignment (xi) failing to comply with the requirements to notify Clipper of your availability for work during periods when you are not on Assignment (xii) being convicted of any serious criminal offence (xiii) failing to submit timesheets in respect of work done by you or (xiv) refusing to accept a reasonable offer of work which is made by Clipper.
- 11.5 Clipper reserves the right at any time in its absolute discretion to make a payment at the Basic Rate only in lieu of all or any part of your notice period, less deductions for tax and National Insurance.

## **12. CONFIDENTIAL INFORMATION & IPR**

- 12.1 During your employment with Clipper, you may learn trade secrets or Confidential Information which relates to Clipper or its Clients. Unless you are required to do so in the proper performance of your duties, you must not (i) divulge or communicate to any person any Confidential Information (ii) use such Confidential Information for your own purposes or for any purposes other than those of Clipper or Client as appropriate or (iii) cause, permit or participate in any unauthorised disclosure of any Confidential Information.
- 12.2 Your obligations in respect of Confidential Information apply both while you are employed by Clipper, and after your employment with Clipper terminates. The restrictions will cease to apply to any information which becomes generally available to the public, otherwise than through any breach of these restrictions by you.
- 12.3 You acknowledge that, unless otherwise agreed by Clipper in writing, all copyright, trade marks, design rights, patents and other intellectual property rights (**IPR**) of any kind which are created or discovered by you in the course of working for the performing the Assignment shall be the property of the relevant Client.
- 12.4 You must take all such steps and sign all such documents as Clipper may require to formally assign any IPR to the Client (or their nominated third-party) and you agree to waive all moral rights in the IPR.

## **13. DATA PROTECTION**

- 13.1 You acknowledge that Clipper shall hold and process Data relating to you in accordance with its Privacy Notice. This is available to view at [www.clippercontracting.co.uk/privacy-policy](http://www.clippercontracting.co.uk/privacy-policy) and you should regularly refer to the Privacy Notice to view any updates which Clipper may make from time to time.
- 13.2 During any Assignment which you carry out, you must use any Data to which you are given access in strict confidence and do nothing to place the Client in breach of the Data Protection Legislation. In particular, you must not use any Data for any purpose other than the proper performance of the Assignment, must deliver up all Data to the Client upon demand and must not retain any Data belonging to the Client for any reason after termination of the Assignment.
- 13.3 If you use any information technology device or storage media or service which belongs to you, is licensed to you or which is under your direct or indirect control, you must ensure that all Data which is held on such device, media or service is delivered up to the Client upon termination of the Assignment and then immediately deleted from the relevant device, media or service to the extent that it is technically possible to do so.
- 13.4 You acknowledge and agree that Clipper may provide any relevant information relating to Clipper's payments to you and its statutory deductions etc to the Employment Business, the Client and/or their appointed agents for compliance auditing purposes.

## **14. COMPANY & CLIENT PROPERTY**

- 14.1 All equipment, tools, materials, notes, memoranda, records, correspondence, Data, storage media, codes, access credentials, keys and passwords, designs, drawings and other documents or material whatsoever created by you or provided to you in the course of the Assignment (i) are the property of Clipper or Client as applicable (ii) must be handed over by you to Clipper on demand and in any event on the termination of your employment.

## **15. DISCIPLINARY & GRIEVANCE MATTERS**

- 15.1 Clipper's Disciplinary and Grievance procedures are available on request. These procedures are non-contractual and Clipper may change or depart from the procedures at any time at its absolute discretion.

- 15.2 For the avoidance of doubt, Clipper may bring disciplinary proceedings in respect of any misconduct or performance issues which occur offsite at a Client's premises irrespective of whether the relevant Assignment has been terminated.
- 15.3 If you are dissatisfied with any disciplinary decision taken in relation to you, you can exercise your right of appeal under the procedure by submitting such appeal to a Director of Clipper in writing.
- 15.4 If you have a grievance about your employment, you are entitled to raise a complaint under the Grievance procedure. You should contact a Director of Clipper to raise a grievance.

## **16. WARRANTIES**

- 16.1 You warrant that (i) all information provided by you to any Employment Business and/or Client is and shall remain accurate and complete (ii) if requested to do so, you have accurately disclosed and shall continue to disclose to the Employment Business and/or Client, any unspent criminal convictions and, if relevant to the Assignment, any spent convictions unless they are protected under the filtering rules (iii) it would not be detrimental to your interests or those of the Client or the Employment Business to perform the Assignment and (iv) you are eligible to work in the United Kingdom and shall remain eligible throughout your employment with Clipper.
- 16.2 The warranties in clause 16.1 are given on a continuing basis and you must notify Clipper without delay if you are unable to reconfirm such warranties at any time.

## **17. COLLECTIVE AGREEMENTS**

- 17.1 There are no collective agreements applicable to you or which affect these Terms of Employment.

## **18. PREVIOUS CONTRACTS**

- 18.1 The contractual terms in these Terms of Employment shall be in substitution for all or any existing contracts of employment entered into between you and Clipper which cease to have effect on the date upon which you commence work under this Agreement.
- 18.2 It is agreed that these Terms of Employment and any Assignment Schedule, together with any further communication from Clipper confirming the commencement date of employment, set out the entire agreement and understanding between the parties.

## **19. GOVERNING LAW & JURISDICTION**

- 19.1 This Agreement shall be governed and construed in accordance with the law of England and Wales.
- 19.2 Each party hereby submits to the exclusive jurisdiction of the English courts in respect of any claim, dispute or issue arising out of or in connection with this Agreement and its implementation and effect.

## **20. DEFINITIONS & INTERPRETATION**

- 20.1 In these Terms of Employment, the following words have the following meanings:

**Assignment** means any temporary role or project which you may undertake for a Client, either directly or through an Employment Business;

**Client** means the person, firm, partnership, organisation or company for which you carry out services in the course of an Assignment and, where applicable, a reference to the Client shall be deemed to include any customer or client of the Client for whom your services are ultimately performed.

**Confidential Information** means all information, in any format whatsoever, which is identified or treated by Clipper or Client as confidential or which by reason of its character or the circumstances or manner of its disclosure is evidently confidential including (without prejudice to the generality of the foregoing) any information about business plans, acquisitions or disposals, business opportunities and strategies, research and development projects, designs, trade secrets, product or services development and formulae, know-how, inventions, sales statistics and forecasts, marketing strategies and plans, legal disputes, costs, profit and loss and other financial information (save to the extent published in audited accounts), prices and discount structures and the names, addresses, contact and other details of their employees, clients, customers, suppliers and contacts;

**Data** means personal data and sensitive/special personal data within the meaning of the Data Protection Legislation;

**Data Protection Legislation** means the Data Protection Act 2018, the UK-GDPR and all other primary and secondary legislation relating to data protection within the United Kingdom;

**Employment Business** means a temporary work agency which may be involved in arranging for you to carry out an Assignment with a Client. Unless the context otherwise requires, references in this contract to the masculine shall include the other genders and references to the singular shall include the plural and vice versa.

**SDC** means supervision, direction or control (or the right thereof) as to the manner in which you carry out your services during the Assignment.

- 20.2 References in these Terms of Employment to clauses, sub-clauses, paragraphs and schedules are to clauses, sub-clauses, paragraphs and schedules of these Terms of Employment unless stated otherwise.
- 20.3 References to any legislation shall be deemed to include any statutory amendment or re-enactment made from time to time, any previous enactment consolidated within such legislation and any secondary legislation made under it.
- 20.4 The clause headings are for ease of reference and shall not affect the interpretation of these Terms of Employment.

Signed:

Print Name:

Date:

FOR AND ON BEHALF OF CLIPPER CONTRACTING

Signed:

Print Name:

Date:

SIGNED BY THE EMPLOYEE

*I acknowledge that I have received a duplicate copy of this Agreement, I have read and understood the same and I agree to be bound by all the terms contained in it. I have been given the opportunity to receive an explanatory document relating to the clauses contained within this contract. I have also been given access to the "Employee Handbook" which does not form part of this Contract of Employment by downloading a copy from our website [www.clippercontracting.co.uk](http://www.clippercontracting.co.uk).*

Clipper Contracting Group Limited is committed to protecting the privacy and security of your personal information. We will hold your data securely in line with our Privacy Policy which is available to view at [www.clippercontracting.co.uk/privacy-policy](http://www.clippercontracting.co.uk/privacy-policy)