

UMBRELLA APPLICATION

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

CONTRACT INFORMATION

Agency:

Name of Consultant:

Length of contract:

Job Title:

PERSONAL DETAILS

Title:

Forename(s):

Surname:

Address :

Post Code:

Date of Birth:

NI Number:

Email Address:

Telephone Number:

Nationality:

PAYMENT INFORMATION

Account Holder's Name:

Bank Sort Code:

Account No:

Bank Name / Branch:

Building Society Reference Number:

TERMS AND CONDITIONS OF EMPLOYMENT

Employer's name and address: Clipper Drive 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.

1. COMMENCEMENT OF EMPLOYMENT

1.1 Your period of continuous employment with the Company commenced on

1.2 No employment prior to the date above and no employment with a previous employer counts as part of your period of continuous employment with the Company.

1.3 These Terms of Employment apply at all times, whether you are currently carrying out an Assignment or between Assignments.

2. JOB TITLE & DUTIES

2.1 You are employed with effect from to work in the role specified in the Contract Information section or such other role as you may agree to carry out from time to time.

2.2 You agree to work on such Assignments and for such periods as the Company may from time to time require. For the avoidance of doubt, the Company 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.

2.3 On commencement of an Assignment, you will be provided with an 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. The information in the Assignment Schedule shall take precedence in the event of any conflict between the Assignment Schedule and these Terms of Employment.

2.4 You will devote the whole of your working time, attention and abilities to the duties required of you and will not at any time (including any period when you are not on Assignment) without the prior written consent of the Company be directly or indirectly engaged in or concerned with any other business.

2.5 Whilst employed by the Company you must comply with all the Company'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.

2.6 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.

2.7 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 the Company, the Employment Business or the Client (ii) may cause embarrassment or reputation damage to the Company, the Employment Business or the Client or (iii) may risk your health & safety or that of any third party.

2.8 You must not at any time drive any vehicle which you are not qualified or licensed to drive.

2.9 You must notify the Company and the Employment Business in writing and without delay if you are banned from driving, if you accrue any penalty points on your driving licence, if you are charged with any driving-related offence or if you are no longer legally permitted the vehicle which you have been employed to drive.

2.10 You must notify the Company, the Employment Business and the Client without delay if you are involved in any road traffic accident, incident or collision (however minor and whether or not resulting in property damage) in the course of performing the Assignment.

2.11 If you are aware of any reason relating to your health which would affect your ability to perform an Assignment, you must inform the Company without delay.

3. HOURS OF WORK

3.1 On any day that you work on Assignment, your working day shall begin when you attend the Client's depot to collect the Client's vehicle and not from the time that you leave your residence. Unless otherwise agreed by the Company in writing or required by law, you will not be entitled to be paid for any period in which you are not performing the Assignment.

3.2 You must comply with all applicable legislation relating to working time insofar as it is relevant to your Assignment and, in particular but without limitation, must take all rest breaks required by law and drive for no longer in each applicable period than is permitted by law.

3.3 You must comply with such time and distance recording processes as are specified by the Client and do nothing to interfere with or circumvent such processes.

3.4 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 according to the requirements of the Assignment which you undertake.
- 3.5 If you are not available or if you refuse to work the hours necessary for performance of the Assignment, the Company may be entitled to terminate your employment in accordance with clause 11.
- 3.6 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 the Company three months' prior written notice.
- 3.7 You will remain employed by the Company during any period when you are not on Assignment and you agree that you will make yourself available to work for the Company during periods when there is no Assignment available for you to perform.
- 3.8 In order to satisfy clause 3.7, you will notify the Company 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 the Company has agreed that you may take paid holiday.
- 3.9 During any period when you are available for work but are not on Assignment, the Employment Business to which you last provided your services will be appointed as the Company's agent to find 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 cannot unreasonably decline any Assignments offered to you. In the event that you refuse a suitable offer of work, the Company will be entitled to treat you as not being available for work.
- 3.10 For the avoidance of doubt, if you fail to confirm your availability for work when you are not working on an Assignment, the Company may consider this to be serious misconduct, which may lead to termination of your employment with the Company.
- 4. PLACE OF WORK**
- 4.1 You do not have a normal place of work but shall be required to attend the relevant Client's depot each working day to collect the vehicle
- 4.2 You will not be required to work overseas for periods exceeding one month.
- 4.3 You must inform the Company 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 the Company when you have been working at a particular location for 20 months or more.
- 5. REMUNERATION**
- 5.1 Your rate of pay will at all times be no less than the National Minimum Wage currently in force in the UK per hour worked or, if applicable to you, the National Living Wage (**Basic Salary**).
- 5.2 For the avoidance of doubt, where an Employment Business or Client issues documentation relating to an Assignment which specifies a pay rate, this shall be the rate payable by the Employment Business or Client to the Company rather than the rate payable by the Company to you. Neither the Employment Business nor the Client may determine the rate payable by the Company to you.
- 5.3 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 the Company to make payment into any third party's bank account, such instruction shall be at your entire risk and the Company 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.
- 5.4 You may also be entitled to additional pay in relation to work undertaken by you on each Assignment. If this is applicable, you will be notified of this by the Company. For the avoidance of doubt, the payment of any profit-related pay shall be dependent upon the Company receiving the corresponding monies from the Client or Employment Business as applicable.
- 5.5 The Company undertakes at all times during your employment, subject to these Terms of Employment, to 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 Salary and subject to the deduction of tax and National Insurance. Save as provided for herein the Company does not guarantee that there will always be suitable work which can be allocated to you. For the avoidance of doubt there is no entitlement to any particular number of hours of work in any period shorter than 12 months. The provisions of the Apportionment Act 1870 shall not apply to this clause 5.5.
- 5.6 You acknowledge that there may be periods when no work is available for you. In such circumstances, subject to clause 5.5, the Company has

- no obligation to pay you when you are not carrying out an Assignment.
- 5.7 You agree that the Company may deduct from any payments it makes to you (including but not limited to your remuneration) any sums due from you to the Company including, without limitation, any overpayments, loans or advances made to you by the Company, any losses suffered or incurred by the Company as a result of your acts or omissions, any driving/parking fines and fixed penalties paid directly by the Company or deducted from any payment which is due to the Company 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 the Company, you must repay such monies to the Company within one month of termination.
- 6. PENSION**
- 6.1 The Company operates an auto-enrolment pension scheme with Nest Pensions which you are entitled to join if you are assessed to be an eligible job-holder.
- 6.2 If you elect to remain within the pension scheme, the Company will make the minimum deductions from your pay and contributions to the pension scheme as required by law.
- 7. HOLIDAY & HOLIDAY PAY**
- 7.1 The Company's holiday year runs from 1 January to 31 December.
- 7.2 You are entitled to paid annual leave of 28 days (including public holidays) in a full working year of 260 working days. If you work less than 260 days in a full working year or if your employment begins or ends part way through a holiday year, your entitlement to annual leave will be pro-rated accordingly.
- 7.3 Holidays must be taken at times agreed by the Company 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 the Company (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 prevents you from taking your accrued holiday in the relevant holiday year. You are not entitled to receive any payment in lieu of holiday which you have failed to take in respect of any holiday year, other than upon termination of your employment when clause 7.6 shall apply.
- 7.5 The Company shall accrue holiday pay at a rate of 12.07% of any payment made by the Company to you (other than expenses). You will be paid for each day of holiday authorised by the Company and the Client at an hourly rate calculated on the basis of your average remuneration over the 12 working weeks preceding the holiday. The Company shall not usually permit you to take any paid holiday which has not accrued at the relevant time.
- 7.6 If, on the termination of your employment you have taken holidays in excess of your accrued entitlement, the Company may deduct the relevant amount from its final payment to you.
- 7.7 The Company may require you to take any accrued holiday during your notice period, or during periods when the Company is unable to provide you with an Assignment.
- 8. EXPENSES**
- 8.1 Subject to the qualifying criteria, you may be entitled to claim expenses in accordance with the Road Haulage Association's scale rates and/or the Company's Expenses Policy.
- 8.2 The Company shall determine the level of expenses which you are permitted to claim, if any, in accordance the Company's Expenses Policy as updated from time to time. The Company's Expenses Policy is not contractual and the Company may decide not to pay an expenses claim at its entire discretion.
- 8.3 Where the Company determines that you are eligible to claim expenses, you must submit an expenses claim in accordance with the Company's procedures together with any receipts and supporting information as requested by the Company.
- 8.4 You acknowledge that any expenses exceeding the annual cap specified in the Company's Expenses Policy may not be recovered until you submit a Self-Assessment Tax Return at the end of the financial year.
- 8.5 For the avoidance of doubt, expenses do not count as pay for the purposes of the current applicable minimum wage.
- 9. CONDUCT REGULATIONS OPT OUT**
- 9.1 Where clause 8.2 applies, you acknowledge and agree that you (i) wish to opt out of the Conduct of Employment Agencies and Employment Businesses Regulations 2003 pursuant to Regulation 32(9) unless you are prevented from doing so at law (ii) shall upon demand execute a document provided by the Company (or the Employment Business) evidencing your agreement to opt out and (iii) are not an agency worker within the meaning of Regulation 3(1)(a) of the Agency Workers Regulations 2010.

- 9.2 If the Client, Employment Business or any relevant third party requires evidence that you have agreed to opt out of the Conduct of Employment Agencies and Employment Businesses Regulations 2003 but you have failed to complete such opt out document in accordance with clause 9.1(ii), you agree that any duly appointed representative of the Company may execute an opt out document on your behalf and provide such document to the Client, Employment Business or third party as applicable.
- 10. SICKNESS OR OTHER ABSENCE**
- 10.1 If you are absent from work for any reason and your absence has not previously been authorised by the Company, you must inform the Company 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 the Company with a medical certificate stating the reason for the absence. Thereafter medical certificates must be provided to the Company 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 Monday to Friday inclusive or such days on which you would ordinarily perform the relevant Assignment.
- 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 give reasonable notice. Termination of an Assignment shall not automatically terminate these Terms of Employment.
- 11.2 You must give one week's prior written notice to terminate your employment with the Company.
- 11.3 The Company must give one week's prior written notice to terminate your employment in the first two years. Following the completion of two years' service, the Company must give one week's prior written notice for each complete year of service, up to a maximum of 12 weeks' notice.
- 11.4 The Company 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 the Company, 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 the Company, the Client or their employees, suppliers, customers, etc (iv) malicious damage to property (v) serious breaches of Company or Client policies and procedures (vi) a breach of confidentiality (vii) negligence resulting in serious loss, damage or injury to the Company, its Clients, third parties or their employees (viii) serious or repeated breaches of Health and Safety regulations (ix) attempting to perform any duties while under the influence of alcohol and/or drugs (x) failing to notify us by the required deadline of any period in which you anticipate not being on Assignment (xi) refusing or failing to perform the Assignment (xii) failing to comply with the requirements to notify the Company of your availability for work during periods when you are not on Assignment (xiii) being convicted of any serious criminal offence or driving offence which makes it impracticable or illegal for the Company to continue to employ you in the applicable role (xiv) failing to submit timesheets in respect of work done by you or (xv) refusing to accept a reasonable offer of work which is made by the Company.
- 11.5 The Company reserves the right at any time in its absolute discretion to make a payment of Basic Salary only in lieu of all or any part of your entitlement to notice, less deductions for tax and National Insurance.
- 12. CONFIDENTIAL INFORMATION**
- 12.1 During your employment with the Company, you may learn trade secrets or Confidential Information which relates to the Company 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 the Company 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 the Company, and after your employment with the Company 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.
- 13. DATA PROTECTION**
- 13.1 You acknowledge that the Company 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 and you should regularly refer to the Privacy Notice to view any updates which the Company may make from time to time.
- 13.2 You acknowledge and agree that the Company may provide any relevant information relating to the Company's payments to you and its statutory deductions etc to the Employment Business and/or the Client for compliance auditing purposes.
- 14. COMPANY & CLIENT PROPERTY**
- 14.1 All vehicles, equipment, tools, materials, goods, PPE, access credentials, keys and other property which are provided to you in the course of the Assignment (i) are the property of the Company or Client as applicable (ii) must be handed over by you to the Company on demand and in any event on the termination of your employment.
- 15. DISCIPLINARY & GRIEVANCE MATTERS**
- 15.1 The Company's Disciplinary and Grievance procedures are available on request. These procedures are non-contractual and the Company may change or depart from the procedures at any time at its absolute discretion.
- 15.2 For the avoidance of doubt, the Company 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 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 the Company 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 the Company.
- 16.2 The warranties in clause 16.1 are given on a continuing basis and you must notify the Company 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 the Company 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 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 the Company or Client as confidential or which by reason of its character or the circumstances or manner of its disclosure is evidently confidential;

