



TERMS AND CONDITIONS OF EMPLOYMENT

Employer's name and address: Carrington Umbrella Limited, Birchin Court, 20 Birchin Lane, London, EC3V 9DU (the "**Company**").

Employee's name and address: (you)

Date: 09/11/2024

This contract, together with any Statement of Terms of Employment issued to you confirming the details of an Assignment, constitutes a statement of the terms of your employment as required by section 1 of the Employment Rights Act 1996.

Before offering you employment, the Company will require certain documents from you in order to satisfy itself that you are legally entitled to work in the UK. You confirm that you are legally entitled to work in the UK without any additional immigration approvals, and you agree to notify the Company immediately if you cease to be so entitled at any time.

1. **Intentions; Commencement and continuity of employment**

- 1.1 You have applied for employment with us, and you have represented to us that in the course of employment you are willing and intending for us to assign you to provide your services from time to time to third parties ("Clients"). Any period during which your services are so provided shall be an "Assignment".
- 1.2 In reliance on those representations, we offer and you hereby accept employment on the terms of this contract.
- 1.3 Your first date of continuous employment with us is 11th November 2024.
- 1.4 No employment with a previous employer counts towards your period of continuous employment with us.
- 1.5 No probationary period applies to your employment.
- 1.6 This contract is conditional on you having the legal right to work in the UK and the actual commencement of your first Assignment.
- 1.7 You shall, at the Company's request, provide confirmation of your identity, right to work in the UK and written references and shall cooperate in any checks in relation to experience, training, qualifications, skills, ability and authorisations relevant to the performance of the services.
- 1.8 Subject to clause 1.6 and to the right of you and/or the Company to terminate your employment, you will remain employed by the Company during any period when you are not on Assignment. Termination of an Assignment will not automatically lead to termination of this contract.
- 1.9 For the avoidance of doubt, we reserve the right to require you to cease or not to commence working on an Assignment if we are unable to agree terms of business with the Client.
- 1.10 For the avoidance of doubt, there is no end date to your employment unless either party decides to terminate in accordance with clause 9 below.



2. JOB TITLE AND DUTIES

- 2.1 You are employed to work on such Assignments and in such role as we may from time to time agree.
- 2.2 You will perform all duties reasonably required of you by the Company. Details of the role you will be required to undertake in relation to each Assignment will be set out in your Statement of Terms of Employment.
- 2.3 You may be required to undertake training provided by Clients from time to time, including in relation to the Client's working practices and health and safety. Any compulsory training and/or training which you must pay for will be set out in Statement of Terms of Employment.
- 2.4 Whilst employed by the Company you must comply with all the Company's rules, regulations and policies from time to time in force and any rules which the Company's Clients may require you to observe whilst working on their premises including any health and safety and drugs and alcohol policies.
- 2.5 If you are aware of any reason relating to your health which may prevent you from carrying out any of the duties required of you by the Company you are obliged to inform the Company of this condition.
- 2.6 You will at all times work with all proper skill and care and in a professional manner.
- 2.7 We ourselves do not exercise (or assert the right to exercise) supervision and/or direction and/or control as to your manner of working whilst on Assignment. Subject thereto, you will comply with our lawful instructions, and with our working practices, standard, regulations and other reasonable requirements.
- 2.8 You must notify us promptly if you become aware of any circumstances giving rise to the possibility of a claim being made against us as a result of any act, default or omission on your part, regardless of whether or not you yourself consider such a claim to be justifiable.

3. ASSIGNMENTS

- 3.1 We undertake, at all times during the currency of this contract to use reasonable endeavours to allocate suitable Assignments to you. We undertake to provide such support, advice, management and assistance as may be required or as you may request (in either case, to the extent that is in all the circumstances reasonable) in order to assist you source and secure suitable Assignments. You must not unreasonably decline work offered to you by the Company.
- 3.2 You are obliged to work when reasonably required to do so by the Company (upon reasonable notice). If you do not do so, without good cause, the Company is entitled to terminate your employment in accordance with clause 9.
- 3.3 In relation to each Assignment, you must comply with the Client's requirements as notified from time to time, to the extent that such requirements apply in relation to external contractors at the place of work, such as security requirements, quality requirements and health and safety procedures.
- 3.4 Your responsibilities include an ongoing duty to use your best endeavours to develop and extend our business, and to take all necessary steps to source new business for us in the form of suitable Assignments for you to perform.



- 3.5 Whilst you are not working on an Assignment and not on holiday, sick leave or other authorised leave you will liaise regularly and cooperate with any person we may nominate as your point of contact, in relation to efforts to source a suitable Assignment for you. You must contact us by phone or email each week to confirm your availability for work. This must be done on the Monday of that week or the following working day. You must also update us as to the progress of your own efforts to source a suitable Assignment.
- 3.6 You will act loyally and faithfully to us.
- 3.7 During any period when you are not on Assignment, including when you are under notice of termination of employment, you agree not to contact such persons as we may reasonably specify.
- 3.8 You are not authorised to enter into or conclude contracts on our behalf.
- 3.9 You cannot, during the term of this contract, be involved or engaged in any other business or activity unless we have given permission for such work.

4. REMUNERATION AND BENEFITS

- 4.1 The Company undertakes at all times during your employment (and subject to the terms of this Agreement) to use reasonable endeavours to allocate to you suitable work and as a minimum guarantees that you will be offered at least 336 hours of work over the course of any full 12 month period (commencing on the start date of your continuous employment and each anniversary thereof) or the pro rata equivalent if your employment terminates part-way through any such 12 month period, paid at a rate at least equivalent to the National Minimum Wage rate in force from time to time. There is no obligation for the Company to offer any minimum hours in any particular week or month or to spread them evenly or at particular intervals over the year. The provisions of the Apportionment Act shall not apply to this Agreement. If, at the end of any full 12 month period of employment commencing on the start date of your continuous employment or an anniversary thereof we have not offered you at least 336 hours of paid work (or the pro rata equivalent if your employment terminates before 12 months), we will pay you at the applicable National Minimum Wage (or, if applicable the National Living Wage) rate for such number of hours as is represented by 336, less the number of hours in respect of which we have previously paid you during that 12 month period.
- 4.2 Save as provided for herein, the Company does not guarantee that there will always be suitable work to which you can be allocated. You acknowledge that there may be periods when no work is available for you. Subject to any applicable statutory entitlement (including for example holiday pay and statutory sick pay) and the terms of this contract, you are not entitled to receive any payment from the Company for time not spent working on an Assignment.
- 4.3 Your remuneration includes Basic Pay and may also include Profit Related Pay. Your Basic Pay will be paid to you at the applicable National Minimum Wage (or if applicable, the National Living Wage) rate, to commence when the first Assignment commences, for all hours actually worked on Assignment, subject in all cases to you complying with all applicable Company procedures and requirements.
- 4.4 In addition to your Basic Pay you may also be entitled to Profit Related Pay in respect of a particular Assignment. The amount of any Profit Related Pay (if any) will vary from Assignment to Assignment and will depend on the "Assignment Rate" in force for the particular Assignment, the number of hours which you have worked and other factors. The



Assignment Rate is the total sum received by the Company in respect of an Assignment: it includes your Basic Pay, the Company's margin (profit), holiday pay, Employer's auto-enrolment pension contributions (if relevant), as well as a payment on account of the employment costs (including Employer's National Insurance Contributions) which the Company must pay and it may include other sums from time to time, such as expenses. For the avoidance of any doubt, the Assignment Rate is **not** the rate at which you are entitled to be paid as it includes the other sums referred to above which will be retained by the Company before we pay your wages. Any Profit Related Pay payable will be calculated by deducting from the Assignment Rate your Basic Pay, any employment costs (including Employer's National Insurance Contributions), your holiday pay, Employer's auto-enrolment pension contributions (if relevant), the Company's margin (profit) and any other relevant sums; the balance (if any) being your Profit Related Pay. The Assignment Rate will be set out in your Statement of Terms of Employment. The actual amount of your wages (and any Profit Related Pay) will be clearly set out on your payslips. An example of how your Profit Related Pay may be calculated is set out on your Statement of Terms of Employment.

- 4.5 Your Basic Pay and any Profit Related Pay will usually be paid to you once a month in arrears on the last working day of the month (or such other frequency as set out in your Statement of Terms of Employment).
- 4.6 Payment will be made directly into your nominated bank account in respect of the hours worked during the relevant pay period, subject to deduction of Income Tax and National Insurance contributions.
- 4.7 You agree that the Company may deduct from your remuneration any sums due from you to the Company including, without limitation, any overpayments, loans or advances made to you by the Company and any reasonable costs (including legal and enforcement costs) incurred by the Company in recovering such sums from you (together, the "Sums Owed"). To the extent that the Company is unable to recover the full amount of any Sums Owed by way of deductions from your remuneration, you are required to repay any outstanding Sums Owed within one month of the termination of your employment.
- 4.8 You are not currently entitled to any benefits during your employment.

5. EXPENSES

- 5.1 Entitlement to travel expenses is restricted for individuals employed by an intermediary and so, you will be able to claim allowable travel and related subsistence expenses only in very specific circumstances where you are entitled in accordance with the law and on the basis set out in the Company's expenses policy.
- 5.2 The Company's expenses policy is not contractual and the Company may change its content at any time at its absolute discretion.
- 5.3 Reimbursement of expenses (relating to travel or otherwise) may be subject to deductions for income tax and employee National Insurance contributions.
- 5.4 Should you wish to claim reimbursement of any expenses, you must contact the Company in advance of incurring the expense to discuss this and seek the Company's approval. Expenses incurred which have not been pre-authorised may not be reimbursed.
- 5.5 You must submit an expenses claim form together with any supporting evidence as required by the Company at the time of submitting your expenses.



- 5.6 For the avoidance of doubt, expenses will not count as pay for the purposes of the current applicable minimum wage.
- 5.7 Where applicable, you are required to inform us as soon as it becomes apparent to you that you have worked or are likely to work at a particular location in excess of 24 months and, in any event, you must inform us when you have been working at a particular location for 20 months or more.
- 5.8 You are required to cooperate with the Company to provide information so that the Company can determine whether or not you are eligible for expenses. Failure to do so will mean the Company will not be able to process any expenses during the course of your employment.
- 5.5 Submitting false expenses claims will render you liable to disciplinary action.

6. HOURS OF WORK

- 6.1 Your hours of work will vary in accordance with the requirements of Clients. You are expected to work flexibly in accordance with these requirements. Accordingly, you will not have standard or guaranteed hours of work and your hours and days of work in each pay period will be wholly or mostly variable depending on the needs of the Client in question. The Company will give you as much advance notice as is reasonably practicable of the hours you will be required to work. Your anticipated hours of work in relation to each Assignment will be set out in your Statement of Terms of Employment, but note that these hours may vary in accordance with this clause 6.1. You hereby confirm that you will be available to work up to a maximum 48 hours per week and not less than one hour per week.
- 6.2 Under regulation 4(1) of the Working Time Regulations 1998, a worker's average working time, including overtime, must not exceed 48 hours a week unless the worker has previously agreed otherwise in writing. If you wish to opt out of this limit, meaning that your average working time may therefore exceed 48 hours a week, please email us with the wording set out at the end of this contract.
- 6.3 You must complete a timesheet in respect of all hours worked and ensure that it is signed by an authorised representative of the Client.
- 6.4 You must comply with such reasonable requirements (such as completion of timesheets or use of electronic time recording systems) as may be imposed by a Client in relation to each Assignment for recording and verifying all time worked.

7. PLACE OF WORK

- 7.1 Your place of work will be set out in your Statement of Terms of Employment in relation to each Assignment.
- 7.2 You will not be required to work outside the United Kingdom for a period of more than one month.
- 7.3 You must not undertake work outside of the UK under this contract without the Company's prior permission.
- 7.4 You must advise the Company of any change of address as soon as possible and ideally before your address changes.



8. AGENCY WORKER REGULATIONS (AWR)

- 8.1 The AWR entitle you to the same basic employment and working conditions as if you had been recruited directly by the Client, if and when you complete a Qualifying Period (as defined in the AWR). Employment and working conditions include pay, duration of working time, night work, rest periods, rest breaks and annual leave, commonly known as 'Regulation 5 Rights'. The Company will be treated as a 'Temporary Work Agency' for the purposes of the AWR.
- 8.2 Under the AWR, from day one, you will be entitled to receive access to certain collective facilities and amenities and information relating to vacancies offered by the Client.
- 8.3 When the qualifying 12 week period has been completed, you will also become entitled to "basic working and employment conditions" as if you had been recruited directly.

9. TERMINATION

- 9.1 The length of prior written notice that you must give the Company in order to terminate your employment is one week.
- 9.2 The length of prior written notice that the Company must give you in order to terminate your employment is:
 - 9.2.1 one week's notice if you have been continuously employed for more than one month but less than two years; and then
 - 9.2.2 after two years of continuous employment with the Company, one week's notice for each year of continuous employment up to a maximum of 12 weeks' notice.
- 9.3 The Company shall be entitled to dismiss you at any time without notice or payment in lieu of notice if we reasonably consider that you have committed any serious breach of your obligations as an employee or committed any act of gross misconduct, or if you cease to be entitled to work in the UK.
- 9.4 The Company reserves the right at any time in its absolute discretion to terminate your employment with immediate effect and make a payment of Basic Pay in lieu of notice.
- 9.5 If you wish to terminate an Assignment you must speak to the Company in advance as there may be an applicable notice period in order to do so. The termination of any Assignment will not automatically lead to the termination of your employment.

10. HOLIDAY AND HOLIDAY PAY

- 10.1 The Company's holiday year runs between 1st April and 31st March each year.
- 10.2 The following definitions apply in this clause:

"Statutory leave" means: a period of maternity, adoption, shared parental, parental, paternity, parental bereavement, carer's or neonatal care leave.
- 10.3 You are considered to be an irregular hours worker and/or a part-year worker for the purposes of determining your entitlement to annual leave and holiday pay under the Working Time Regulations 1998. If you do not consider yourself an irregular hours worker or a part-year worker, you must inform us immediately. If a Court or Tribunal subsequently determines that you are not an irregular hours or part-year worker and that additional



holiday pay is due to you, you agree that any holiday pay which has been paid pursuant to this clause 10 will count towards reducing any liability on the part of the Company to pay holiday pay under the Working Time Regulations 1998 in respect of the same period.

- 10.4 You will accrue annual leave (i.e. a holiday allowance) on the last day of each pay period at the rate of 12.07% of the number of hours that you have worked during that pay period, subject to a maximum of 28 days' holiday (inclusive of bank holidays) in any holiday year. A pay period corresponds with the frequency with which you are paid.
- 10.5 Your accrued holiday allowance will be expressed in hours and will be inclusive of bank holidays in England and Wales. You have no particular entitlement to take holiday on a bank holiday and any holidays must be agreed in advance by the Client and requested in accordance with clause 10.13. If you take holiday on a day which would otherwise be a working day (including any bank holiday) then this will be treated as holiday and will be deducted from your accrued holiday allowance.
- 10.6 Subject to clause 10.7, any accrued holiday allowance must be taken by the end of the holiday year in which it accrued otherwise it will be lost. You are encouraged to ensure that you take your full holiday allowance each year and we refer you to our guide on holiday entitlement and holiday pay for more information.
- 10.7 Where, as a result of a period of sickness absence or Statutory Leave, you are unable to take some or all of your accrued holiday allowance in the relevant leave year, you are entitled to carry forward such untaken holiday into the following holiday year. In the case of carry-over due to sickness absence, any such carried over holiday allowance must be taken within 18 months of the end of the holiday year in which it accrued, otherwise it will be lost.
- 10.8 The amount of holiday that you may take at any time is limited to the total amount that you have accrued at that point in the holiday year (less any holiday already taken).
- 10.9 It is your responsibility to ensure that you take any accrued holiday before the end of the holiday year or before termination of your employment (if sooner). In that regard, you expressly agree that if you anticipate difficulty in taking any part of your holiday allowance before the end of the relevant holiday leave year, you will contact Sue Nancini at least 6 weeks before the holiday year end. In such circumstances you agree to work with us with a view to finding a solution which does not result in you losing any part of your holiday allowance.
- 10.10 The Company pays advanced (rolled up) holiday pay. Accordingly, the Company will make payments of holiday pay to you each pay period in addition to your remuneration for work done in that pay period. These payments of holiday pay will be equal to 12.07% (or such other percentage as notified to you from time to time) of your Basic Pay and any Profit Related Pay that is earned in the relevant pay period. This is a pre-payment of your holiday pay. For the avoidance of doubt, when you take holiday, you will not receive any further payment in respect of that holiday at that time, as payment for such holiday has been paid in advance. This payment will be identified separately on your payslip to clearly show the amount of holiday pay received.
- 10.11 You shall not have any entitlement to payment in lieu of accrued but untaken holiday on termination of employment, because you will have been paid in respect of your full accrued holiday entitlement in advance in accordance with clause 10.10.



10.12 We reserve the right to adjust the accrual rate of your holiday allowance and holiday pay in the event that the statutory entitlement under the Working Time Regulations 1998 is amended in the future.

10.13 Holiday must be requested in line with our holidays policy and you must agree holiday dates in advance with the Client. Subject to this, holiday may be taken during or between Assignments. We may require you to take (or not to take) holiday on particular dates, including during your notice period.

11. OTHER LEAVE

11.1 You may be eligible to take the following types of paid leave, subject to any statutory eligibility requirements or conditions and the Company's rules applicable to each type of leave in force from time to time:

- 11.1.1 statutory maternity leave;
- 11.1.2 statutory paternity leave;
- 11.1.3 statutory adoption leave;
- 11.1.4 shared parental leave; and
- 11.1.5 parental bereavement leave.

11.2 Further details of such leave are available from Nicky Owen.

12. SICKNESS OR OTHER ABSENCE

12.1 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 you are working for **(before you are due to start work)** on your first day of absence.

12.2 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.

12.3 If you are absent from work due to sickness, injury or accident and comply with the requirements in this clause, and subject to you satisfying the statutory criteria, you will 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.

12.4 If you become unavailable for work, you must notify the Company immediately stating the reasons for your unavailability.

13. HEALTH AND SAFETY

13.1 You are under a statutory duty under the Health and Safety at Work Act 1974 to observe all health and safety rules and to take all reasonable care to promote the health and safety of yourself and others.

13.2 Whilst employed by the Company you must comply with all the Company's rules, regulations and policies from time to time in force and rules which the Company's Clients may require you to observe whilst working on their premises.



14. CONFIDENTIAL INFORMATION

14.1 For the purposes of this Clause, "**Confidential Information**" means all information which is identified or treated by the Company or any of the Company's Clients or customers 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 foregoing generality) any information about business plans, proposals relating to the acquisition or disposal of a company or business or proposed expansion or contraction of activities, maturing new business opportunities, research and development projects, designs, secret processes, trade secrets, product or services development and formulae, know-how, inventions, sales statistics and forecasts, marketing strategies and plans, costs, profit and loss and other financial information (save to the extent published in audited accounts), prices and discount structures and the names, addresses and contact and other details of: (a) employees and their terms of employment; (b) customers and potential customers, their requirements and their terms of business with the Company; and (c) suppliers and potential suppliers and their terms of business (all whether or not recorded in writing or in electronic or other format).

14.2 During your employment by the Company, you may learn trade secrets or Confidential Information which relates to the Company and its Clients. Unless you are required to do so in the proper performance of your duties, you must not:

14.2.1 divulge or communicate to any person;

14.2.2 use for your own purposes or for any purposes other than those of the Company or, as appropriate, any of its Clients; or

14.2.3 cause any unauthorised disclosure, through any failure to exercise due care and attention, of

any trade secrets or Confidential Information relating to the Company or any of its Clients.

14.3 You must at all times use your best endeavours to prevent publication or disclosure of any trade secrets or Confidential Information.

14.4 These restrictions 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 a failure by you to observe these restrictions.

14.5 These restrictions do not prevent you from making a protected disclosure within the meaning of section 43A of the Employment Rights Act 1996

15. PENSION

15.1 The Company will comply with the employer pension duties in respect of your pension rights in accordance with Part 1 of the Pensions Act 2008. You are eligible to be enrolled into the NEST pension scheme. Further details of the pension scheme are available from Nicky Owen or Nisar Khusro.

16. DATA PROTECTION

16.1 We will collect and process information relating to you in accordance with the [privacy notice](#) which can be found <https://carringtonumbrella.co.uk/privacy-policy/>.



17. COMPANY AND CLIENT PROPERTY

17.1 All notes; memoranda; records; lists of customers, suppliers and/or employees; correspondence; computer and other discs or tapes; data listings; codes; passwords; designs; drawings and other documents or material whatsoever (whether made or created by you or otherwise and in whatever medium or format and including any copies of the same) relating to the business of the Company or any Client which is in your possession or under your control, and any equipment (including computer equipment), keys and other property belonging to the Company or any Client which is provided to you for your use (“Equipment”) shall:

17.1.1 be and remain the property of the Company or the relevant Client; and

17.1.2 be handed over by you to the Company on demand and in any event on the termination of your employment.

17.2 Should you fail to hand back any Company or Client Equipment in good working order, the Company may deduct from your remuneration or any other sums due to you the cost of replacing or repairing such Equipment.

18. GRIEVANCE, DISCIPLINARY AND DISMISSAL MATTERS

18.1 The disciplinary and dismissal procedure which applies to you is set out in the Company’s Disciplinary and Grievance (D&G) procedure, details of which are available on request. The D&G procedure is not contractual and the Company may change the terms at any time at its absolute discretion. The Company reserves the right to discipline you in relation to any Client complaint regardless of whether the Assignment to which the complaint relates is continuing at the date of such complaint or disciplinary action.

18.2 Any grievance should be brought to the attention of Sue Nancini, your Carrington Umbrella account manager.

18.3 Appeals in relation to disciplinary matters may be made to Nicky Owen or John Mumford, who are Directors of Carrington Umbrella Ltd.

18.4 The Carrington Umbrella Grievance Policy is available upon request.

19. IT POLICY

19.1 While you are on a Client’s site you must observe the policies and procedures notified to you by the relevant Client.

20. COLLECTIVE AGREEMENTS

20.1 There are no collective agreements applicable to you or which affect your terms of employment.

21. PREVIOUS CONTRACTS

21.1 The contractual terms in this Agreement 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 contract.



22. GOVERNING LAW AND JURISDICTION

22.1 This Agreement shall be governed and construed in accordance with the law of England and Wales. Each party hereby submits to the jurisdiction of the English and Welsh courts as regards any claim, dispute or matter arising out of or in connection with this contract and/or its implementation and effect.

23. GENERAL

23.1 The Company reserves the right to make reasonable changes to any of your terms of employment. You will be notified in writing of any change as soon as possible and in any event within one month of the change.

AGREEMENT

You are required to confirm your acceptance of the terms and conditions of this contract of employment by sending an email to umbrellapayroll@carringtongroup.co.uk

The email should include the following wording;

I can confirm that I have read through my contract of employment and am happy to accept the terms and conditions therein.

AND IF YOU WISH TO OPT OUT OF THE 48 HOUR WORKING WEEK;

I understand that a worker's average working time, including overtime, must not exceed 48 hours a week unless the worker has previously agreed otherwise in writing. I hereby notify my agreement that this limit on my working hours will not apply, and my average working time may therefore exceed 48 hours a week. I understand that I must give 3 months' written notice if I wish to opt back in to the 48-hour weekly limit on my average working time.
