



Terms of Engagement

(Contract for Services)

Please find enclosed a copy of your Terms of Engagement (Contract for Services): please sign & return. NB: Page two must be signed twice should you wish to retain the choice to work more than 48 hours in a week.

Under Government legislation & in order to comply with employment law, ITS require you to sign & return your Terms of Engagement (Contract for Services). NB: Payment for work assignments undertaken will not be processed until this has been returned.

Terms of Engagement (Contract for Services)

1. Definition

In these Terms of Engagement the following definitions apply:-

“**Assignment**” means the period during which the Temporary Worker is supplied to render services to the client;

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

“**Employment Business**” means ITS

“**Leave Year**” means the Employment Business's holiday year which runs from 1 January to 31 December

“**Temporary Worker**” means you

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

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 Temporary Worker and they govern all assignments undertaken by the Temporary Worker. However, no contract shall exist between the Employment Business and the Temporary 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 Temporary Worker. The Temporary Worker is engaged as a self-employed worker, although the Employment Business is required to make statutory deductions from the Temporary Worker's remuneration in accordance with clause 4.1.

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

3. Assignments

3.1 The Employment Business will endeavour to obtain suitable Assignments for the Temporary Worker to work as a **(your Job Title)**

The Temporary Worker shall not be obliged to accept an Assignment offered by the Employment Business.

3.2 The Temporary 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 Temporary Worker should it fail to offer opportunities to work in the above category; and that no contract shall exist between the Temporary Worker and the Employment Business during periods when the Temporary Worker is not working on an Assignment.

3.3 At the same time as an Assignment is offered to the temporary Worker the Employment Business shall inform the Temporary 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 Temporary Worker would be required to work; the rate of remuneration that will be paid and any expenses payable by or to the Temporary 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 Temporary 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 or any public or Bank holiday) following, save where the Temporary Worker is being offered an Assignment in the same position as one in which the Temporary Worker had previously been supplied within the previous five business days and such information has already been given to the Temporary Worker.

3.5 For the purpose of calculating the average number of weekly hours worked by the Temporary Worker on an Assignment, the start date for the relevant averaging period under the Working Time Regulations shall be the date on which the Temporary 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 Temporary Worker direct or through another employment business, the Temporary 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 Temporary 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 Temporary Worker to a third party who subsequently engages the Temporary Worker within the Relevant Period.

4. Remuneration

4.1 Employment Business shall pay to the Temporary Worker remuneration calculated at an agreed minimum hourly rate and corresponding with the prevailing statutory Minimum Wage 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 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. Accordingly, the Temporary Worker please should forward to the Employment Business their current P45, or if applicable complete and return the enclosed P46.

4.2 Subject to any statutory entitlement under the relevant legislation, the Temporary 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. STATUTORY PAID ANNUAL LEAVE

5.1 The Temporary Worker is entitled to paid annual leave according to the statutory minimum as provided by the Working Time Regulations from time to time. The current statutory entitlement to paid annual leave is 5.6 weeks.

5.2 If the statutory minimum entitlement is subsequently decreased or increased then the Temporary Worker's entitlement to paid annual leave under this clause will be automatically decreased or increased to the statutory minimum as it applies to any period in which work is carried out.

5.3 Entitlement to payment for leave accrues in proportion to the amount of time worked by the Temporary Worker on Assignment during the Leave Year.

5.4 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. The Temporary Worker is responsible for ensuring that all paid annual leave is requested and taken within the Leave Year.

5.5 Where a Temporary 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 require the Temporary Worker to take paid annual leave at specific times or notify the Temporary Worker of periods when paid annual leave cannot be taken. Where the Temporary Worker has given notice of a request to take paid annual leave in accordance with this clause, the Employment Business may give counter-notice to the Temporary Worker to postpone or reduce the amount of leave that the Temporary Worker wishes to take. In such circumstances the Employment Business will inform the Temporary 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.

5.6 Amount of payment which the Temporary 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 Temporary Worker has worked on Assignment.

5.7 In the course of any Assignment during the first Leave Year, the Temporary Worker is entitled to request leave at the rate of one-twelfth of the Temporary Worker's total holiday entitlement in each month of the leave year.

5.8 Where a Bank Holiday or other Public Holiday falls during an Assignment and the Temporary Worker does not work on that day, then subject to the worker having accrued entitlement to payment for leave in accordance with clause 5.3 the Temporary Worker may, upon giving the notice in clause 5.5, take a Bank Holiday or other Public Holiday as part of his/her paid annual leave entitlement.

6. Sickness Absence

6.1 The Temporary Worker may be eligible for Statutory Sick Pay provided that s/he meets the relevant statutory criteria.

6.2 For the purpose 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.

7. Timesheets

7.1 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 the week) the Temporary Worker shall deliver to the Employment Business a timesheet 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. The Employment Business' working week starts on a Saturday and finishes on a Friday. The Temporary is responsible for ensuring that the completed time sheet is received by the Employment Business by no later than Monday 11.00am. Verbal confirmation of hours will not be accepted. Timesheets arriving after this time will be processed the following week.

7.2 Subject to clause 7.3 the Employment Business shall pay the Temporary Worker for all hours worked regardless of whether the Employment Business has received payment from the Client for those hours.

7.3 Where the Temporary 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 Temporary 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 Temporary Worker. The Employment Business shall make no payment to the Temporary Worker for hours not worked.

7.4 For the avoidance of doubt and for the purposes of the Working Time Regulations, the Temporary Workers 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 Temporary Worker's working time for these purposes.

8 Conduct of Assignments

8.1 The Temporary 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:-

a) Co-operate with the Client's reasonable instructions and accept the direction supervision and control of any responsible person in the Client's organisation;

b) Observe any relevant rules and regulations of the Client's establishment (including normal hours worked) to which attention has been drawn or which the Temporary Worker might reasonably be expected to ascertain;

c) Take all reasonable steps to safeguard his or her own health and safety and that of any other person who may be present or who may be affected by his or her own actions on the Assignment and comply with the health and safety policies and procedures of the client;

d) Not engage in any conduct detrimental to the interests of the Client;

e) Not at any time divulge to any person, nor use for his or her own or any other person's benefit, any confidential information relating to the Client's or the Employment Business' employees, business affairs, transactions or finances.

9 Termination

9.1 The Employment Business or the client may terminate the Temporary Worker's Assignment at any time without prior notice or liability.

9.2 The Temporary Worker may terminate an Assignment at any time without prior notice or liability.

9.3 If the Temporary Worker does not inform the client or the Employment Business [in accordance with clause 8.2] should they be unable to attend work during the course of an Assignment this will be treated as termination of the Assignment by the Temporary Worker in accordance with clause 9.2 unless the Temporary Worker can show that exceptional circumstances prevented him or her from complying with clause 8.2.

9.4 If the Temporary Worker is absent during the course of an Assignment and the contract has not been otherwise terminated under clauses 9.1, 9.2 or 9.3 above, the Employment Business will be entitled to terminate the contract in accordance with clause 9.1 if the work to which the absent worker was assigned is no longer available for the Temporary Worker.

9.5 If the Temporary Worker does not report to the Employment Business to notify his/her availability for work for a period of three weeks, the Employment Business will forward his/her P45 to his/her last known address.

10 Insurance

10.1 It is important that you have Personal Accident Insurance and therefore it is a condition of this agreement that you are automatically enrolled into the ITS Group Personal Accident Scheme, to provide cover whilst placed on ITS assignments. If you already have Personal Accident Cover, you can opt-out on production of your own policy document. Please give five days written notice of your intention not to be included in the ITS Group Scheme.

10.2 The total cost of this policy, which will be deducted from your wages will be £4.00 per week each week that you work for us irrespective of the number of hours worked (no refunds can be given as this is charged one week in arrears).The above fee includes a £2.65 charge (including all

taxes) for administration, claims handling and an insured persons service in the event of an accident occurring to you during an assignment and if you have paid the required fee, ITS will submit a claim on your behalf to the insurers, and will pay to you any money received from the insurers in respect of your claim.

Any rights that you may have under this clause are subject to the terms and conditions of the insurance policy from time to time in force (details of which are available on request). There shall be no obligation on ITS to make any payment to you under this scheme save to the extent that ITS has received monies from the insurers in respect of your claim. ITS reserve the right to change the terms on which the insurance is offered, or the terms of the insurance policy at any time. For full information please refer to the Policy Summary which has been posted on the ITS website www.itsconstruction.co.uk. However, a hard copy of this summary is also available upon request from ITS.

10.3 Your right to complain: If you are unhappy with the service provided, in first instance, please contact your local branch. If you wish to escalate your complaint, please contact John Derry-Collins on 03456 121255 or john@broadgateconsortium.co.uk.

If you are still unsatisfied with the decision, you may contact the Financial Ombudsman Service, Exchange Tower, London, E14 9SR

10.4 I understand that I have been automatically enrolled in the ITS Group Personal Accident Scheme, whilst placed on ITS assignments and if I wish to opt out I agree to provide full details of my own personal accident cover by production of the policy document. I understand and agree that I need to give five days written notice to opt out from the ITS Group Scheme

11. Law

11.1 These Terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.

Signed by the Temporary Worker: _____

Date: _____

OPT-OUT OF 48 HOUR WORKING WEEK AGREEMENT

In this agreement the following definitions apply:-

"Assignment" means the period during which the Worker is engaged to render services to the client;

"Client" means the person, firm or corporate body engaging the services of the Worker;

"Employment Business" means ITS of The Clock House, 286 Kings Road, Reading, RG1 4HP;

"Temporary Worker" means the person to whom this correspondence is addressed;

"Working Week" means an average of 48 hours each week calculated over a 17 week reference period.

References to the singular include the plural and references to the masculine include the feminine and vice versa. The headings contained in this Agreement are for convenience only and do not affect their interpretation.

Restriction. The Working Time Regulations 1998 provide that the Temporary Worker shall not work on an Assignment with the client in excess of the Working Week unless he agrees in writing that this limit should not apply.

Consent. The Temporary Worker hereby agrees that the Working Week limit shall not apply to the Assignment.

Withdrawal of Consent. The Temporary Worker may end this Agreement by giving the Employment Business three months notice in writing. For the avoidance of doubt, any notice bringing this Agreement to an end shall not be construed as termination by the Temporary Worker of an Assignment with a client. Upon the expiry of the notice period set out above, the Working Week limit shall apply with immediate effect.

The Law. These Terms are governed by the law of England & Wales, and are subject to the exclusive jurisdiction of the Courts of England & Wales.

Signed by the Temporary Worker: _____

Date: _____

IMPORTANT: Please sign and return to your ITS branch office.

CANDIDATE REGISTRATION FORM

To fill this form out on-line please tab to each box and complete, or print and complete:

Personal Information

Title		Name:		D.O.B:	
Address:		Contact:			
		Home Phone:			
		Mobile Phone:			
Postcode:		Email:			
N I No.		Have you got any criminal convictions? (If so please list)			
Job Title / Position Applied For:					
Skills Summary: (provide CV if available)					

Proof of eligibility to work in the UK:

In line with Home Office guidance on the prevention of illegal working we will need to verify and take a copy of your original ID documentation as evidence of your right to work in the UK if you are to be engaged by ITS for temporary work.

Do you have immigration permission to work in the UK?	
---	--

Please provide one of the following in either List A or B:

List A Permanent ID (No updates required)	List B Non-Permanent ID (Updated copies required prior to expiry)
UK Passport OR UK Birth Certificate	Bio-metric Residence Permit - in-date
	Residence Permit inside a valid in-date passport
European (EEA) Identity Card/Passport (not including Croatians) OR Certificate of Naturalisation	Visa sticker inside a valid in-date passport
	Work permit in-date
Settled Status Share Code:	Date of expiry:

Qualifications / Tickets:

Please provide any relevant qualifications / tickets held: (please provide copies)

PPE	Y/N	Tools	Y/N	Certification	Y/N	Number:	Certification	Y/N	Number:	Transport	Y/N
Hard Hat		110V Power		CSCS			Underground Card			Bus	
Hi-Vis Vest		240V Power		First Aid			Abrasive Wheel			Train	
Boots		Hand Tools		CPCS			Confined Spaces			Car/Van	
Goggles		Own Hod		SMSTS / SSSTS			Metro Security			Motor Bike	
Gloves		Dust Sheets		UTR			SIA Security			Cycle	
Whites		Shovel		DBS Checked			SWQR/NRSWA Street works				
				MOD Clearance			Asbestos Awareness				
				Qualification - Pasma/ IPAF			Traffic Marshall				
				Royal Household			PTS Ticket Card				
				NEBOSH / IOSH			Scaffold Awareness				
				CCNSG							



Health & Safety

Are you conversant with onsite Health & Safety requirements?	
Other Please specify:	

Work Requirements:

Temp or Perm:		Current Salary and/or Hourly Rate:		Travel Radius:	
Is there any medical information that you feel we should be aware of?					

Employer References:

Please provide us with two recent references

Name, company and contact details of referee	Dates employed	Duties	Reason for leaving

Next of kin:

Name:	
Phone number:	
Relationship to you:	

Data Protection Statement

The information that you provide on this form and on any CV given will be used by ITS to help provide you with work. In providing this service to you, you consent to your personal data being included on a computerised database and consent to us transferring your personal details to our clients.

We may check the information collected, with third parties or with other information held by us.

We may also use or pass to certain third parties information to prevent or detect crime, to protect public funds, or in any other way permitted or required by law.

Candidate Declaration

I hereby confirm that the information given is true and correct. I consent to my personal data and CV being forwarded to clients. I consent to references being passed onto potential employers.

If, during the course of a temporary assignment, the Client wishes to employ me direct, I acknowledge that ITS will be entitled either to charge the client an introduction/transfer fee, or to agree an extension of the hiring period with the Client (after which I may be employed by the Client without further charge being applicable to the Client).

Signature:	
Print Name:	
Date:	

For Office Use Only

Consultant:		Branch:		Date:	
--------------------	--	----------------	--	--------------	--

Proof of eligibility to work in the UK documents	
Copy of tickets, qualifications & driving licence (if required)	
Reference information and NI	
Terms & Conditions signed	

CANDIDATE PAYROLL INFORMATION SHEET



PAYE Information:

NAME:	
NI:	
Bank/building Society Name:	
Branch:	
Sort Code:	
Account Number:	
Building Society Role Number	
Account name:	

CIS Payment Option for Tradesmen/ Qualified Operatives (We operate a preferred supplier list)

1 st Choice Payment Company:	
UTR Number must be CIS registered: (Copy of card/Certificate required)	

Self Employed/Ltd Company:

We will need to verify your self-employed/Ltd Company status. You will need to supply copies of your Company Registration and Umbrella documents, Liability Insurance and if applicable VAT Registration document. Please note we operate a Self Billing Agreement and will issue invoices weekly.

Bank/Building Society Name:	
Branch:	
Sort Code:	
Account Number:	
Building Society Role Number:	
Account Name:	
PAYE Undertaking Document Required:	
Self Billing Agreement Required:	

I declare that all the information provided in this form is correct and that is my responsibility to inform ITS of any changes:

Signature:	
Print Name:	
Date:	

For Office Use only

Consultant:		Branch		Date	
-------------	--	--------	--	------	--

NI & Bank Details Checked	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
---------------------------	-----	--------------------------	----	--------------------------

KEY INFORMATION DOCUMENT - PAYE

This document sets out key information about your relationship with us, including details about pay, holiday entitlement and other benefits.

Further information can be found at **your registered ITS branch**

The Employment Agency Standards (EAS) Inspectorate is the government authority responsible for the enforcement of certain agency worker rights. You can raise a concern with them directly on 020 7215 5000 or through the Acas helpline on 0300 123 1100, Monday to Friday, 8am to 6pm.

GENERAL INFORMATION

Your name:	
Name of employment business:	
Your employer (if different from the employment business):	N/A
Type of contract you will be engaged under:	Contract for Services
Who will be responsible for paying you (if different from your employer):	N/A
How often you will be paid:	Weekly
Expected or minimum rate of pay:	
Deductions from your pay required by law:	Tax, NI, Pension if applicable
Any other deductions or costs from your pay (to include amounts or how they are calculated):	None
Any fees for goods or services:	None
Holiday entitlement and pay:	20 Days
Additional benefits:	None

EXAMPLE PAY

Example rate of pay:	£440.00
Deductions from your wage required by law:	Tax £39.60 NI £30.72
Any other deductions or costs from your wage:	None
Any fees for goods or services:	None
Example net take home pay:	£369.68

KEY INFORMATION DOCUMENT - UMBRELLA

This document sets out key information about your relationship with us and the intermediary or umbrella company used in your engagement, including details about pay, holiday entitlement and other benefits.

Further information can be found at **your registered ITS branch**

The Employment Agency Standards (EAS) Inspectorate is the government authority responsible for the enforcement of certain agency worker rights. You can raise a concern with them directly on 020 7215 5000 or through the Acas helpline on 0300 123 1100, Monday to Friday, 8am to 6pm.

GENERAL INFORMATION

Your name:	
Name of employment business:	
Name of intermediary or umbrella company:	RHAP SERVICES LTD
Your employer:	RHAP SERVICES LTD
Type of contract you will be engaged under:	Contract for Services
Who will be responsible for paying you:	RHAP SERVICES LTD
How often the umbrella company and you will be paid:	Weekly

INTERMEDIARY OR UMBRELLA COMPANY PAY INFORMATION

You are being paid through an intermediary or umbrella company: a third-party organisation that will calculate your tax and other deductions and then pay you for the work undertaken for the hirer. We will still be finding you assignments.

The money earned on your assignments will be transferred to the umbrella company as part of their income. They will then pay you your wage. All the deductions made which affect your wage are listed below. If you have any queries about these please contact us.

Your payslip may show you as an employee of the umbrella company listed below.

Name of intermediary or umbrella company:	RHAP SERVICES LTD
Any business connection between the intermediary or umbrella company, the employment business and the person responsible for paying you:	None
Expected or minimum gross rate of pay transferred to the intermediary or umbrella company from us:	
Deductions from intermediary or umbrella income required by law:	NI Pension if applicable Apprentice Levy
Any other deductions from umbrella income (to include amounts or how they are calculated)	Margin based minimum £6 then at 6% gross to maximum £21 per week

Expected or minimum rate of pay to you:	
Deductions from your wage required by law:	Tax NI Pension
Any other deductions or costs taken from your wage (to include amounts or how they are calculated):	None
Any fees for goods or services:	None

Holiday entitlement and pay:	20 DAYS
Additional benefits:	None

EXAMPLE PAY

	Intermediary or umbrella fees	Worker fees
Example gross rate of pay to intermediary or umbrella company from us:	£464.00 weekly	
Deductions from intermediary or umbrella income required by law:	£33.76 NI £2.08 Apprentice Levy	
Any other deductions or costs taken from intermediary or umbrella income:	Margin £21.00 weekly	
Example rate of pay to you:		£407.16
Deductions from your pay required by law:		£34.65 Tax £29.49 NI
Any other deductions or costs taken from your pay:		None
Any fees for goods or services:		None
Example net take home pay:		£343.02

Dear

RE: 'FALSE SELF-EMPLOYMENT LEGISLATION' – ACTION REQUIRED BY YOU

As you may know, the law now requires all employment agencies to ensure that PAYE is operated (unless it can be shown that there is no supervision, direction of control by any person over the manner of an individual's work.)

From 6 April 2015 all employment agencies are required to report this information to HM Revenue & Customs. We therefore need you to provide *as soon as possible* a copy of the attached document signed by a Director of your company in the presence of a witness, who should insert their name and business or home address where shown.

This is written confirmation that the workers you engage to work on your contract with us are treated as employees and their remuneration treated as employment income with the appropriate PAYE and NI deducted.

I regret that unless and until we receive this we may either be unable to contract with you or else we will have to deduct PAYE and NI from the payments we make to you.

Please note that we intend to rely on this information. False declarations may result in liability for PAYE on your company or its directors. ITS reserves the right to request evidence in the form of payslips showing the operation of PAYE in relation to any individual.

I look forward to receiving the attached document signed and completed as soon as possible. If this causes you any problem, please let me know at once.

Yours sincerely



CONFIRMATION OF TAX AND NATIONAL INSURANCE TREATMENT OF REMUNERATION RECEIVABLE BY WORKERS

TO BE SIGNED BY A DIRECTOR IN THE PRESENCE OF A WITNESS

Company:

Supplier:

1. The Supplier confirms that
 - 1.1. All workers engaged by the Supplier because of the contract between the Supplier and the Company (“the Representatives”) are being treated as employees for tax purposes and employed earners for the purposes of National Insurance.
 - 1.2. All remuneration received by the Representatives is employment income under the Income Tax (Earnings and Pensions) Act 2003 for tax purposes and employed earner’s earnings for National Insurance purposes.
 - 1.3. The appropriate PAYE and National Insurance is being deducted from all remuneration paid to the Representatives, and the Supplier is complying with its responsibilities as the employer of the Representatives for the purposes of tax and National Insurance.
 - 1.4. The assurances given in this Deed are ongoing assurances and will continue for the entire duration of its contract with the Company.
2. The Supplier acknowledges that the Company will rely on the assurances given in this Deed and the Supplier accepts full responsibility where the assurances given by the Supplier in this Deed are found to be false or fraudulent.
3. The Supplier hereby agrees to indemnify and to keep indemnified the Company against any tax and National Insurance, interest, penalties or any related costs or losses that the Company incurs or is required to pay in relation to the engagement of the worker as a consequence of the contract between the Supplier and the Company.

Signed as a deed by the Supplier acting by the Director named below:

Signature of DirectorDate:

Name of Director:

in the presence of

Signature of Witness

Name of Witness:

Address of Witness:

Limited Company Checklist

ITS Branch Name:

Limited Company Name:

Candidate Name:

Job Title:

Email Address:

Address for Statement:

Post Code:

REQUIRED DOCUMENTS:

Certificate of Incorporation:	Yes	No											
VAT Certificate (if app):	Yes	No											
10 Digit UTR Number given:	<table border="1" style="display: inline-table; vertical-align: middle;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>											Yes	No
Bank Details received? (In name of Limited Company)	Yes	No											
Sort Code:	<table border="1" style="display: inline-table; vertical-align: middle;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px; text-align: center;">-</td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px; text-align: center;">-</td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>			-			-						
		-			-								
Account No:	<table border="1" style="display: inline-table; vertical-align: middle;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>												
CIS Registered?	Yes	No											
Signed PAYE undertaking document	Yes	No											
Employers/ Public Liability insurance:	Yes	No											
Has self-billing paperwork been completed?	Yes	No											
Date Details sent to H/O:													

Self-Billing Agreement

This is an Agreement to self-billing procedure between:

Supplier Company:

Supplier Contact:

VAT Number:

UTR:

And

Customer Company: ITS Group

Customer Contact: Jane Shults

The self-biller (The Customer) agrees:

1. To issue self-billed invoices for all supplies to include labour and other associated agreed costs to the self-billee for a period of 365 days (One Year) from the start of this agreement to be dictated the signed date of this agreement.
 - a. To Complete Self Billed invoices to show for following points: Suppliers (Self-billees) Company name, Suppliers Address, VAT registration number (If appropriate), VAT Paid (If appropriate), Tax point date, CIS Deducted (If appropriate), Any other Deductions made to the Supplier to constitute a VAT invoice.
2. To create a new agreement if the suppliers VAT number changes.
3. To inform in writing if self-billing is to be outsourced to a third party.

The self-billee (The Supplier) agrees:

1. To Accept invoices raised on behalf of the Supplier until 365 days (One Year) of this agreement starting
2. Not to raise sales invoices covered by this agreement
3. To Notify the Self-Biller (the customer) if any of the following changes
 - a. VAT registration number (If appropriate)
 - b. VAT Status (If appropriate)
 - c. Ceases to trade as a Ltd company
 - d. Any major shareholder changes
 - e. Any changes to CIS status (If appropriate)

Supplier -	On behalf of - ITS
Sign	Sign
Print Name	Print Name Jane Shults
Date	Date

PRIVACY NOTICE

Company Name:	ITS (Asbestos) Ltd (Company Reg.No.04615799) ITS (Aylesbury) Ltd (Company Reg. No 02117129) ITS (Bristol) Ltd (Company Reg. No 04056876) ITS (Chelmsford) Ltd (Company Reg.No 02583974) ITS (Cheltenham) Ltd (Company Reg. No 09413156) ITS (Cymru) Ltd (Company Reg. No 04982885) ITS (Engineering) Ltd (Company Reg. No 05478422) ITS (Exeter) Ltd (Company Reg. No 04615797) ITS (Financial Services) Ltd (Company Reg. No 09198917) ITS (Guildford) Ltd (Company Reg. No 02337065) ITS (Holdings) Ltd (Company Reg. No 03284917) ITS (M & E) Ltd (Company Reg. No 08991365) ITS (Midlands) Ltd (Company Reg. No 08589649) ITS (National) Ltd (Company Reg. No 08589506) ITS (Plymouth) Ltd (Company Reg. No 05249319) ITS (Southampton) Ltd ((Company Reg. No 03947266) ITS (Sussex) Ltd (Company Reg. No 03269432) ITS (Technical Recruitment) Ltd (Company Reg. No 06129404) Serrate Ltd (Company Reg. No 01152062) together ('the Company ').
Company Contact details:	Graham Coker (enquiries@itsconstruction.co.uk).
Topic:	Data protection

Version	Date	Author	Comments
2	18/10/2019	Lianne Saunders	No previous version history
3	30/04/2021	Lianne Saunders	Versioning history added
4	11/05/2021	Lianne Saunders	Branches updated

The Company ('we', 'us', 'our') is a recruitment business which provides work-finding services to its clients and candidates ('you'). The Company must process personal data (including sensitive personal data) so that it can provide these services – in doing so, the Company acts as a data controller.

You may give your personal details to the Company directly, such as on an application or registration form or via our website or over the phone, or we may collect them from another source such as a jobs board. The Company must have a legal basis for processing your personal data. For the purposes of providing you with work-finding services and/or information relating to roles relevant to you we will only use your personal data in accordance with the terms of the following statement.

1. COLLECTION AND USE OF PERSONAL DATA

a. Purpose of processing and legal basis

The Company will collect your personal data (which may include sensitive personal data) and will process your personal data for the purposes of providing you with work-finding services. This includes for example, contacting you about job opportunities, assessing your suitability for those opportunities, updating our

databases, putting you forward for job opportunities, arranging payments to you and developing and managing our services and relationship with you and our clients.

We will then store pertinent details of our relationship which could include elements such as records of interviews, opportunities we have put you forward for, information you have provided to us such as a CV/resume and copies of correspondence.

We may store further information where we have placed you or you are employed by us which could include start and end dates, pay history, umbrella company details and bank details.

In some cases we may be required to use your data for the purpose of investigating, reporting and detecting crime and also to comply with laws that apply to us. We may also use your information during the course of internal audits to demonstrate our compliance with certain industry standards.

The legal bases we rely upon to offer these services to you are:

- Your consent;
- Where we have a legitimate interest;
- To comply with a legal obligation that we have; and
- To fulfil a contractual obligation that we have with you.

b. Legitimate interest

This is where the Company has a legitimate reason to process your data provided it is reasonable and does not go against what you would reasonably expect from us. Where the Company has relied on a legitimate interest to process your personal data our legitimate interests is/are as follows:

- Managing our database and keeping candidate and client records up to date;
- Contacting candidates to seek your consent where we need it;
- Providing work-finding services to candidates, including sending information to our clients where you have demonstrated an interest in doing that particular type of work but not expressly consented to us passing on your CV;
- Contacting candidates where personal data (e.g. CV) has been made available on third party websites, job boards etc; and
- Contacting candidates with information about similar products or services that you have used from us recently.

c. Recipient/s of data

The Company will process your personal data and/or sensitive personal data with the following third parties. The following third-party service providers process personal information about you for the following purposes:

- Clients that we introduce or supply individuals to (for examples e.g. construction, engineering);
- Candidates' former or prospective new employers that we obtain from or provide references to;
- Trade bodies we are or become a member of;
- Any other third parties who carry out audits to ensure that we run we our business correctly;
- Payroll service providers who manage payroll services on our behalf;
- Any umbrella companies that candidates use;
- Other recruitment agencies in the supply chain (e.g. master/neutral vendors and second tier supplier);
- Your insurers;
- Your legal advisers;
- Social networks;
- Our IT and CRM providers;
- Any public information sources and third party organisations that we may use to carry out suitability checks on candidates e.g. Companies House, the Disclosure and Barring Service (DBS)), DVLA, credit reference agencies;
- Police, Government, law enforcement agencies and other regulators e.g Home Office, HMRC, Employment Agencies Standards Inspectorate (EASI), Local Authority Designated Officers (LADOs), GLAA;
- Trade unions;

- Any of ITS' group companies and affiliates; and
- Any other organisations you request we share your data with.

d. Statutory/contractual requirement

Your personal data is required by law and/or a contractual requirement (e.g. our client may require this personal data), and/or a requirement necessary to enter into a contract. You are obliged to provide the personal data and if you do not the consequences of failure to provide the data are that we may be unable to introduce or supply a candidate to a client.

2. OVERSEAS TRANSFERS

The Company will not transfer the information you provide to us to countries outside the European Economic Area ('EEA') for the purposes of providing you with work-finding services.

3. DATA RETENTION

The Company will retain your personal data only for as long as is necessary for the purpose we collect it and in accordance with applicable laws. Different laws may also require us to keep different data for different periods of time.

The Conduct of Employment Agencies and Employment Businesses Regulations 2003, require us to keep work-seeker records for at least one year from (a) the date of their creation or (b) after the date on which we last provide you with work-finding services.

We must also keep your payroll records, holiday pay, sick pay and pensions auto-enrolment records for as long as is legally required by HMRC and associated national minimum wage, social security and tax legislation.

4. YOUR RIGHTS

Please be aware that you have the following data protection rights:

- The right to be informed about the personal data the Company processes on you;
- The right of access to the personal data the Company processes on you;
- The right to rectification of your personal data;
- The right to erasure of your personal data in certain circumstances;
- The right to restrict processing of your personal data;
- The right to data portability in certain circumstances;
- The right to object to the processing of your personal data that was based on a public or legitimate interest;
- The right not to be subjected to automated decision making and profiling; and
- The right to withdraw consent at any time.

Many of the rights listed above are limited to certain defined circumstances and we may not always be able to comply with your request. We will tell you if this is the case.

Where you have consented to the Company processing your personal data and, if applicable, sensitive personal data you have the right to withdraw that consent at any time by contacting **Graham Coker** (enquiries@itsconstruction.co.uk).

There may be circumstances where the Company will still need to process your data for legal or official reasons. We will inform you if this is the case. Where this is the case, we will restrict the data to only what is necessary for the purpose of meeting those specific reasons.

If you believe that any of your data that the Company processes is incorrect or incomplete, please contact us using the details above and we will take reasonable steps to check its accuracy and correct it where necessary.

You can also contact us using the above details if you want us to restrict the type or amount of data we process for you, access your personal data or exercise any of the other rights listed above.

If you choose to make a request to us to exercise any of these rights, we will aim to respond to you as soon as we reasonably can but no later than one month. We will not charge a fee for dealing with any reasonable request.

5. AUTOMATED DECISION MAKING

You will not be subject to decisions based on automated decision-making.

6. COMPLAINTS OR QUERIES

If you wish to complain about this privacy notice or any of the procedures set out in it please contact: **Graham Coker (enquiries@itsconstruction.co.uk)**

You also have the right to raise concerns with Information Commissioner's Office on 0303 123 1113 or at <https://ico.org.uk/concerns/>, or any other relevant supervisory authority should your personal data be processed outside of the UK, if you believe that your data protection rights have not been adhered to.

Affinity Solutions

Personal Accident Summary of Cover



keyfacts[®]

This summary of cover provides a guide to the cover provided under the policy by setting out the significant features, benefits, limitations and exclusions. This is a summary of the policy and does not contain the full terms and conditions of the cover, which can be found in the policy document, a copy of which is available upon request. It is important that you take time to read the policy document carefully when you receive it to make sure you understand the cover it provides. The cover is underwritten by Aviva Insurance Limited.

Significant Features and Benefits

Personal Accident

Cover applies to any permanent/temporary staff member placed on assignment by the Insured who have not opted out of the Group Personal Accident scheme and from whom a deduction for premium for earnings is made at each pay period.

Accidental bodily injury which causes:

Death	£50,000
Permanent Total Disablement (Any and Every Occupation)	£50,000
Loss of one or more limbs	£50,000
Loss of sight in one or both eyes	£50,000
Loss of hearing in both ears	£50,000
Loss of hearing in one ear	£12,500
Loss of Speech	£50,000

Temporary Total Disablement	75% of Gross Weekly Wage (maximum £350 per week)
-----------------------------	--

28 Day Excess Period
52 week Benefit Period

Note: Temporary Total Disablement is only payable to an Insured Person in gainful employment

Accumulation Limits

Any one accident	£10,000,000
Any one aircraft	£25,000,000

Whilst:
Engaged in occupational duties when on an assignment placed by the Policyholder.

Significant or Unusual Exclusions or Limitations

This section does not cover:

- any gradually operating cause
- any naturally occurring condition or degenerative process
- sickness or disease
- war in the Country of Residence
- any kind of flying other than as a passenger
- being a full time member of the armed forces
- suicide or self harm
- criminal acts
- being insane
- countries the FCO advise against all travel to
- back injuries and strains due to lifting, twisting, turning or wrenching
- any physical defect, infirmity, medical condition or chronic or recurring sickness which existed at or prior to the date of entry of an Insured Person into this insurance unless it has been declared to and accepted by Us in writing.

Policy age limit – up to and including 75 in respect of Personal Accident

Where to find further details

Cover - Page 8
Exclusions – Page 11

Duration of Policy

The policy will remain in force for 12 months from date of commencement and annually renewable

Right of Cancellation

The Policyholder has no rights to cancel the Policy.

The Insured Person may withdraw from the cover provided by the policy but no refund of premium is payable.

How to Claim

If you need to make a claim please call our claims line on **0800 051 6583**. Our line operates 9am to 5pm, Monday to Friday. Please have your policy number to hand when calling.

For our joint protection telephone calls may be recorded and/or monitored.

Complaints Procedure

We hope that you will be very happy with the service that we provide. However, if for any reason you are unhappy with it, we would like to hear from you. In the first instance, please contact your insurance adviser or usual Aviva point of contact.

If you remain unhappy with the decision received, you may write to

Chief Executive UK Insurance, Aviva, 8 Surrey Street, Norwich, NR1 3NS

Or e-mail details of your complaint to ukgiceo@aviva.co.uk

Aviva is covered by the Financial Ombudsman Service. If you have complained to us and we have been unable to resolve your complaint, you may be entitled to refer it to this independent body. Following the complaints procedure does not affect your right to take legal action.

Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations, depending on the type of insurance and circumstances of your claim.
