

## Daniel Owen Ltd Terms of Engagement of Temporary Workers – “Rolled Up Holiday” PIR

### **1. PARTIES**

- 1.1. In these terms of engagement (the “**Terms**”) we, Daniel Owen Ltd of Hadwyn House, Field Road, Reading, Berkshire RG1 6AP, are referred to as “**we**”, “**us**”, “**our**” and “**ours**”, and you, the person whose name and details appear above, are referred to as “**you**” and “**your**”. Together you and us are referred to as the “**Parties**”.

### **2. DEFINITIONS**

- 2.1. In these Terms the following definitions apply :

<b>"Assignment"</b>	means an assignment during which you are supplied to render services to the Client;
<b>"Client"</b>	means the person requiring your services;
<b>"Relevant Period"</b>	means the longer period of either 14 weeks from the first day on which you worked for the Client, or 8 weeks from the day after you were last supplied by us to the Client. The ‘first day’ will be the first occasion on which you are supplied to work for the Client or the first day of an Assignment where there has been more than 42 days since the end of any previous Assignment;
<b>"Working Week"</b>	means an average of 48 hours each week calculated over a 17 week reference period as specified in Regulation 4(1) of the WTR;
<b>"the WTR"</b>	the Working Time Regulations 1998 as amended.

- 2.2. Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa. References to a 'person' includes an individual, firm, company, corporation, corporate body joint venture, association or government agency.
- 2.3. The headings contained in these Terms are for convenience only and do not affect their interpretation.

### **3. THE CONTRACT**

- 3.1. These Terms govern all Assignments offered to and accepted by you. These Terms constitute a contract for services between the Parties and they govern all Assignments undertaken by you. However, no contract shall exist between the Parties between Assignments. Neither we nor a Client is obliged to offer you any work, and you are not obliged to accept any work offered or to make your services available between Assignments. The Parties accept that no mutuality of obligations exists or is implied by these Terms either in the course of an Assignment, between Assignments or otherwise.
- 3.2. For the avoidance of doubt, these Terms shall not give rise to a contract of employment between the Parties. You are engaged as a self-employed worker, although we are required to make statutory deductions from your remuneration in accordance with clause 5.1.
- 3.3. We will operate as an employment business as defined in sections 13(1) and (3) of the Employment Agencies Act 1973 as amended from time to time.
- 3.4. No variation or alteration of these Terms shall be valid unless the details of such variation are agreed between the Parties and set out in writing and a copy of the varied terms is given to you stating the date on or after which such varied terms shall apply.
- 3.5. It is acknowledged that these Terms shall supersede all prior representations, arrangements, understandings, terms of engagements and agreements between the Parties.
- 3.6. You irrevocably and unconditionally waive any right that you may have to claim damages for any misrepresentation arrangement understanding or agreement not contained in these Terms or for any breach of any representation not contained in these Terms (unless such misrepresentation or representation was made fraudulently).

### **4. ASSIGNMENT**

- 4.1. Unless you request otherwise, we will endeavour to obtain suitable Assignments for you to work as a construction worker. A list of types of construction worker roles is set out in the Appendix to these Terms although this list is not exhaustive.
- 4.2. Prior to the start of each Assignment we shall send you confirmation of the details of the Assignment. If it is not reasonably practicable to send you written confirmation prior to the start of an Assignment, confirmation shall be given orally, with written confirmation to follow. The type of work we shall seek for you is stated above.
- 4.3. You undertake to inform us as soon as possible whether you accept or reject an offer of an Assignment. You shall be deemed to have accepted an Assignment if you commence work under it.
- 4.4. You acknowledge that the nature of temporary work means that there may be periods when no suitable work is available and agree that the suitability of the work to be offered shall be determined solely by us. You agree that we shall incur no liability to you should we fail to offer opportunities to work in the above category or in any other category.
- 4.5. If requested by us, you will provide to us details of your experience, training, qualifications, personal protective equipment (PPE) or authorisation which is required by the Client or by law or any professional body for a particular Assignment.
- 4.6. For the purpose of calculating the average number of weekly hours worked by you on an Assignment, the start date for the relevant averaging period under the WTR shall be the date on which you commence the first Assignment.
- 4.7. If, before the first Assignment, during the course of an Assignment or within the Relevant Period the Client wishes to employ you directly or through another employment business, you acknowledge that we 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 you may be engaged directly by the Client or through another employment business without further charge to the Client. In addition, we will be entitled to charge a fee to the Client if the Client introduces you to a third party who subsequently engages you within the Relevant Period.
- 4.8. You agree to inform us immediately if you believe that (i) you are being unfairly treated or discriminated against, (ii) either we or the Client are in breach of or obligations under the Agency Worker Regulations 2010, or (iii) any payment made to you is incorrect.

### **5. REMUNERATION**

- 5.1. We shall pay to you remuneration calculated at a minimum hourly rate equivalent to the then current National Minimum Wage / National Living Wage as adjusted from time to time, being the minimum rate of remuneration payable 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 we may be required by law to make.
- 5.2. Subject to any statutory entitlement under the relevant legislation, you are not entitled to receive payment from us or Clients for time not spent on Assignment, whether in respect of holidays, illness or absence for any other reasons unless otherwise agreed.

### **6. STATUTORY LEAVE**

- 6.1. For the purposes of calculating entitlement to paid annual leave pursuant to the WTR under this clause, the leave year commences on the date that you start an Assignment or a series of Assignments.

- 6.2. Under the WTR you are entitled to 5.6 weeks' paid annual leave per leave year. 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. Bank and public holidays are counted as normal working days, though you may take them as part of your annual leave.
- 6.3. Entitlement to payment for leave accrues in proportion to the amount of time worked continuously by you on Assignment during the leave year. You agree that we may roll up and include the payment in respect of holiday in the hourly rate of pay, so that the part of your hourly rate that represents rolled-up holiday pay amounts to an additional payment equal to 12.069% of your normal rate of pay, which is paid in respect of up to your statutory entitlement of holiday taken in the leave year, and which we will be entitled to set off against any payments otherwise due to you pursuant to the WTR or otherwise during the actual period of leave. For example, for every £100 gross payment, £89.23 represents payment for work, and £10.77 represents a rolled-up payment for holiday. We shall specify in your payslip the amount paid in respect of rolled-up holiday pay. In accordance with this clause you agree that we shall not make, and you shall not be entitled to, any payments during any period of actual leave.
- 6.4. None of the provisions of this clause regarding the statutory entitlement to paid leave shall affect your status as a self-employed worker.
- 6.5. You may elect, at any time, to no longer receive your holiday pay 'rolled-up', but instead to receive 'Holiday With Pay', whereby the amount allowed for holiday is not paid weekly, but is set aside and paid as a lump sum when holiday is actually taken (at your request). If you wish to change the way you receive your holiday pay from 'rolled up' to 'Holiday With Pay' you should contact us and we shall forward the appropriate terms of engagement for your agreement.
- 7. SICKNESS ABSENCE**
- 7.1. You are not entitled to payment from us or our clients for time not spent on Assignment whether in respect of illness, or absence for any other reason.
- 7.2. You may be eligible for Statutory Sick Pay provided that you meet the relevant statutory criteria.
- 7.3. For the purposes of the Statutory Sick Pay scheme there is one qualifying day per week during the course of an Assignment and that qualifying day shall be the Wednesday in every week.
- 8. TIME SHEETS**
- 8.1. At the end of each week of an Assignment (or at the end of the Assignment where it is for a period of one week or less or is completed before the end of a week) you shall deliver to us your time sheet duly completed to indicate the number of hours worked during the preceding week (or such lesser period) and signed by an authorised representative of the Client.
- 8.2. Subject to clause 8.3 we shall pay you for all hours worked regardless of whether we have received payment from the Client for those hours.
- 8.3. You shall only be paid for verified hours worked. Where you fail to submit a properly completed time sheet signed by an authorised representative of the Client, we shall, in a timely fashion, conduct further investigations into the hours claimed by you and the reasons that the Client has refused to sign a timesheet in respect of those hours. This may delay any payment due to you. We shall make no payment to you for hours not worked or for hours for which there is no credible evidence of them being worked.
- 8.4. For the avoidance of doubt and for the purposes of the WTR, your working time shall only consist of those periods during which you are carrying out your 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 your working time for these purposes.
- 9. CONDUCT OF ASSIGNMENTS**
- 9.1. You are not obliged to accept any Assignment offered by us but if you do so, during every Assignment and afterwards where appropriate, you will:
- 9.1.1. undertake your work professionally and promptly and to the best of your ability at all times;
- 9.1.2. co-operate with the Client's reasonable instructions and accept the direction, supervision and control of any responsible person in the Client's organisation;
- 9.1.3. observe any relevant rules and regulations of the Client's establishment (including normal hours of work) to which attention has been drawn or which you might reasonably be expected to ascertain;
- 9.1.4. take all reasonable steps to safeguard your own health and safety and that of any other person who may be present or be affected by your actions on the Assignment and comply with the Health and Safety policies and procedures of the Client
- 9.1.5. ensure you have received a site induction and that works you undertake have had a method statement and risk assessment;
- 9.1.6. not engage in any conduct detrimental to our interests or the interests of the Client;
- 9.1.7. not at any time divulge to any person, nor use for your own or any other person's benefit, any confidential information relating to the Client's or our employees, business affairs, transactions or finances; and
- 9.1.8. not at any time discuss with the Client your rates of pay or any other terms of your engagement with us.
- 9.2. If you are unable for any reason to attend work during the course of an Assignment you should inform us as soon as possible and in any event within one hour of the commencement of the Assignment or shift. For the avoidance of doubt this includes periods of sickness.
- 9.3. If, either before or during the course of an Assignment, you become aware of any reason why you may not be suitable for an Assignment, you shall notify us without delay.
- 9.4. You undertake not to solicit or otherwise seek to induce any person engaged by us or a Client to (1) terminate their arrangement with us or the Client or (2) enter into an arrangement with you or any other person for the purposes of providing services to the Client.
- 10. TERMINATION**
- 10.1. We or the Client may terminate an Assignment orally or in writing at any time without prior notice or liability for any reason. If the Client terminates an Assignment then the contract between the Parties shall terminate concurrently.
- 10.2. You may terminate an Assignment orally or in writing at any time without prior notice or liability for any reason.
- 10.3. If you are absent during the course of an Assignment and do not inform the Client or us in accordance with clause 9.2 your absence will be treated as termination of the Assignment by you with immediate effect unless we agree otherwise.
- 10.4. If you do not report to us to notify us of your availability for work for a period of three weeks, we will forward your P45 to your last known address.
- 11. OPT-OUT OF 48 HOUR WORKING WEEK**
- 11.1. The WTR provide that you shall not work on an Assignment with the Client in excess of the Working Week unless you agree in writing that this limit should not apply.
- 11.2. Unless you tick the box below, you hereby agree that the Working Week limit shall not apply to Assignments for you.
- 11.3. You may opt back in so that the Working Week limit applies by giving us three months' notice in writing.
- 11.4. For the avoidance of doubt, any notice opting back in shall not be construed as termination by you of an Assignment with a Client.
- 11.5. Upon the expiry of the notice period set out in clause 11.3 the Working Week limit shall apply with immediate effect.

## 12. **AGENCY WORKER REGULATIONS**

- 12.1. Under the Agency Worker Regulations 2010 (the "AWR") agency workers are entitled to certain rights. To enable us and the Client to comply with our obligations under the AWR, on or before your acceptance of any Assignment, you must provide us with details of any previous work you have done for the Client in any capacity. If you do not provide us with this information we shall assume that you have not previously worked for that Client.
- 12.2. Under the AWR, from the start of an Assignment agency workers have certain rights in respect of shared facilities and access to information about vacancies. You are advised to liaise directly with the Client on these.

## 13. **GENERAL**

- 13.1. These Terms are governed by the law of England and Wales and are subject to the exclusive jurisdiction of the Courts of England and Wales.
- 13.2. These Terms are the entire agreement between the Parties and supersede any previous or other agreement between the Parties relating to the subject matter herein, which are deemed terminated. You agree that you have not relied on any representation made by us that is not set out in these Terms.
- 13.3. Unless you notify us in writing (or by ticking the box below) that you do not wish to be included in the Group Personal Accident Insurance scheme, we will include you in the scheme and you agree that for each week of an Assignment we may deduct a charge from payments due to you, and that no further consent is required to make this a lawful deduction.

## 14. **ELIGIBILITY TO WORK IN THE UK**

- 14.1. In signing these Terms, you confirm your eligibility to work in the United Kingdom. You undertake to notify us immediately if you cease to be entitled to work in the UK.

## 15. **NATIONAL MINIMUM WAGE**

- 15.1. We comply with our obligations with respect National Minimum Wage. In accordance with the legislation, the NMW is calculated based upon actual hours worked excluding all breaks. Therefore, where you are paid for breaks, the hours on the payslip and the timesheet may differ from those used to calculate the NMW.

## 16. **PENSION**

- 16.1. The company operates a contributory pension scheme that meets the statutory requirements relating to auto enrolment pension schemes. Details relating to the pension scheme will be sent to you under separate cover.

## **APPENDIX LIST OF CONSTRUCTION WORKERS ROLES (this list is not exhaustive)**

<u>Construction</u>	<u>Property Services</u>	<u>Professional &amp; Technical</u>	<u>Rail</u>
Building Labourer	Labourer	Site Engineer	PTS Cleaner
Trade Labourer	Cleaner	Site Supervisor	PTS Trackman
Cleaner	Caretaker	Site Manager	PTS Groundworker
Gateperson	Handyman	Project Manager	PTS De Veg Operatives
Traffic Marshall	Driver	Contracts Manager	PTS Electrician
Storeperson	Multi Trader	Quantity Surveyor	LU Labourer
Ganger	Kitchen/Bathroom Fitter	Foreman	LU Cleaner
Handyperson	Carpenter	Finishing Foreman	Controller of Site Safety
Carpenter	Plumber		Lookout
Shopfitter	Plasterer		Machine Controller
Bench Joiner	Painter		Crane Controller
Painter	Decorator		Level Crossing Attendant
Decorator	Electrician	<b>Support Staff</b>	MEWP Operators
Bricklayer	Electrical Tester	Administrator	Engineering Supervisor
Plasterer	Groundworker	Document Controller	Earthing Assistant (OLEC1)
Dry Liner	Fencer	Customer Services Officer	Linesman (OLEC2)
Forklift/Telehandler	Gardener	Call Handler	ALO Coordinator
Hoist Operations	Tiler	Office Manager	Confined Space Operatives (LU/PTS)
Groundworker	Roofer		
Shuttering Carpenter	Drainage Engineer		
Steelfixer	Gas Engineer		
360 Machine Operators	Supervisor		
180 Machine Operators	Operations Manager		
Dumper Driver	Resident Liaison Officer		
Slinger Signaller	Planner		
Banksman	Scheduler		
Crane Operations	Estate Manager		
Crane Supervisor			
Appointed Person			

## **PERSONAL PROTECTIVE EQUIPMENT (PPE) REQUIREMENTS FOR CONSTRUCTION WORKERS**

Construction companies require workers to be in possession of and wear full PPE. For the avoidance of doubt, full PPE will consist of a minimum of safety footwear, a hard hat & hi-vis vest/jacket. Additional PPE such as safety glasses, gloves and masks may be required depending on the task or H&S policy requirements of the hiring client. You will be asked for confirmation that you have the required PPE for the role prior to being selected by Daniel Owen Ltd for an assignment and by the hiring client during the site induction. You are responsible for the continued maintenance of such personal protective equipment.

## **GROUP PERSONAL ACCIDENT INSURANCE SCHEME**

Daniel Owen Ltd will automatically provide you with personal accident cover for a relatively small sum of money, we think the policy provides a basic but nevertheless potentially very important level of cover at a cost of £2.74 per week (including a £1.54 handling charge). Details are on page 8 and a summary of the cover provided can be viewed at <https://bit.ly/3yPca6Y>

If you have your own cover or do not wish to be protected, please tick the box below.

☐ I do not want to be protected

*(Please note some of our clients require workers to have personal accident cover, by ticking the box this may exclude you from certain work)*

### **WORKING TIME DIRECTIVE**

If you wish to limit your working hours to 48 per week then tick the following box. If you do, then it may restrict the work we will be able to offer you.

☐ Only tick this box if you want to restrict your working hours to 48 per week.

Note: If you have ticked any of the boxes above, are you sure you have understood correctly? Please check and call our office if you are not sure.

### **STARTER CHECKLIST**

#### **Employee Statement**

You need to select only one of the following statements A, B or C

- A ☐ This is my first job since last 6 April and I have not been receiving taxable Jobseeker's Allowance, Employment and Support Allowance, taxable Incapacity Benefit, State or Occupational Pension.
- B ☐ This is now my only job but since last 6 April I have had another job, or received taxable Jobseeker's Allowance, Employment and Support Allowance or taxable Incapacity Benefit. I do not receive a State or Occupational Pension.
- C ☐ As well as my new job, I have another job or receive a State or Occupational Pension.

#### **Student Loan**

##### **1 Do you have a Student Loan which is not fully repaid**

Yes ☐ If yes, go to question 2

No ☐ If no, go to question 4

##### **2 Are you repaying your Student Loan direct to the Student Loans Company by agreed monthly payments?**

Yes ☐ If yes, go to question 4

No ☐ If no, go to question 3

#### **Student Loan Plans**

You will have a Plan 1 Student Loan if;

You lived in Scotland or Northern Ireland when you started your course, or

You lived in England or Wales and started your course before September 2012

You will have a Plan 2 Student Load if you lived in England or Wales and started your course on or after 1 September 2012.

##### **3 What type of Student Loan do you have?**

Plan 1 ☐

Plan 2 ☐

##### **4 Did you finish your studies before the last 6 April**

Yes ☐No ☐

For further guidance about repaying Student Loans go to [www.gov.uk/new-employee/student-loans](http://www.gov.uk/new-employee/student-loans)

Provided we have communicated this document to you beforehand, any subsequent request by you to seek work for you, or the provision by you of services to a Client, you shall be deemed to have accepted the above terms and conditions, whether or not signed by you.

If when you offer me an Assignment I have previously worked for that Client, I undertake to inform you immediately of that fact and details of the previous work I did for that Client.

I have read and confirm my agreement to Daniel Owen Ltd Terms of Engagement of Temporary Workers - ROLLED UP HOLIDAY PIR and understand that by signing below and not opting out of the Group Personal Accident Insurance Scheme, I have agreed that you will deduct a weekly charge for me to be included (details of which are appended to these Terms).

I understand and confirm agreement that the hourly rate I receive will include an additional payment "rolled up" in respect of my statutory annual leave entitlement and such additional payment will be set off against any payment I would otherwise be due under the regulations. Therefore I understand that I will not receive any payment during my holiday periods.

To view our candidate privacy policy, please visit [www.danielowen.co.uk/candidate-privacy-policy](http://www.danielowen.co.uk/candidate-privacy-policy)

## Signed by the Temporary Worker:

Date: \_\_\_\_\_

### IMPORTANT NOTE

If at any time whilst you are working for us you are unable to attend site, please telephone our office as soon as possible. We open at 8.00 am (Mon-Fri) but before this time there should be an answerphone for you to leave a message, however we hope this will not be necessary as reliability is very important.

Daniel Owen are a business partner of Stronger Together a multi-stakeholder business led initiative aiming to reduce modern slavery and exploitation of workers.



<https://www.danielowen.co.uk/stronger-together-business-partner>

If you have any concerns or want to report exploitation, please contact us in confidence or visit <https://www.stronger2gether.org/report-exploitation/>

## **Your right to work in the UK -Asylum & Immigration Act 2006**

**You need to provide us with original documents from either List A or List B of acceptable documents.**

If documents are provided from List A the right to work will have been established for the full duration of your employment and no further right to work checks will normally be required.

If documents are provided from List B Group 1, follow up checks will need to be undertaken when the document evidencing your permission to work expires.

If documents are provided from List B Group 2, a follow up check will be required 6 months from the date specified in your Positive Verification Notice.

### **List A**

1. A passport (current or expired) showing the holder, or a person named in the passport as the child of the holder, is a British citizen or a citizen of the UK and Colonies having the right of abode in the UK.
2. A passport or national identity card showing the holder, or a person named in the passport as the child of the holder, is a national of the Republic of Ireland.
3. A current document issued by the home office to a family member of an EEA or Swiss Citizen, and which indicates that the holder is permitted to stay in the United Kingdom indefinitely.
4. A document issues by the Bailiwick of Jersey, the Bailiwick of Guernsey or the Isle of Man, which has been verified as valid by the Home Office Employer Checking Service, showing that the holder has been granted unlimited leave to enter or remain under Appendix EU to the Jersey Immigrations rules, appendix EU to the Immigration (Bailiwick of Guernsey) rules 2008 or appendix EU to the Isle of Man Immigration Rules.
5. A current Biometric Immigration Document (Biometric Residence Permit) issued by the Home Office to the holder indicating that the person named is allowed to stay indefinitely in the UK, or has no time limit on their stay in the UK.
6. A current passport endorsed to show that the holder is exempt from immigration control, is allowed to stay indefinitely in the UK, has the right of abode in the UK, or has no time limit on their stay in the UK.
7. A current Immigration Status Document issued by the Home Office to the holder with an endorsement indicating that the named person is allowed to stay indefinitely in the UK or has no time limit on their stay in the UK, together with an official document giving the person's permanent National Insurance number and their name issued by a Government agency or a previous employer.
8. A full birth or adoption certificate issued in the UK which includes the name(s) of at least one of the holder's parents or adoptive parents, together with an official document giving the person's permanent National Insurance number and their name issued by a Government agency or a previous employer.
9. A birth or adoption certificate issued in the Channel Islands, the Isle of Man or Ireland, together with an official document giving the person's permanent National Insurance number and their name issued by a Government agency or a previous employer.
10. A certificate of registration or naturalisation as a British citizen, together with an official document giving the person's permanent National Insurance number and their name issued by a Government agency or a previous employer.

### List B – Group 1

1. A current passport endorsed to show that the holder is allowed to stay in the UK and is currently allowed to do the type of work in question.
2. A current Biometric Immigration Document (Biometric Residence Permit) issued by the Home Office to the holder which indicates that the named person can currently stay in the UK and is allowed to do the work in question.
3. A current document issued by the Home Office to a family member of an EEA or Swiss citizen, and which indicates that the holder is permitted to stay in the United Kingdom for a time limited period and to do the type of work in question.
4. A document issued by the Bailiwick of Jersey, the Bailiwick of Guernsey or the Isle of Man, which has been verified as valid by the Home Office Employer Checking Service, showing that the holder has been granted limited leave to enter or remain under Appendix EU to the Jersey Immigration Rules, Appendix EU to the Immigration (Bailiwick of Guernsey) Rules 2008 or Appendix EU to the Isle of Man Immigration Rules.
5. A document issued by the Bailiwick of Jersey or the Bailiwick of Guernsey, which has been verified as valid by the Home Office Employer Checking Service, showing that the holder has made an application for leave to enter or remain under Appendix EU to the Jersey Immigration Rules or Appendix EU to the Immigration (Bailiwick of Guernsey) Rules 2008, on or before 30 June 2021.
6. A frontier worker permit issued under regulation 8 of the Citizens' Rights (Frontier Workers) (EU Exit) Regulations 2020.
7. A current Immigration Status Document containing a photograph issued by the Home Office to the holder with a valid endorsement indicating that the named person may stay in the UK, and is allowed to do the type of work in question, together with an official document giving the person's permanent National Insurance number and their name issued by a government agency or a previous employer

### List B – Group 2

1. A document issued by the Home Office showing that the holder has made an application for leave to enter or remain under Appendix EU to the immigration rules on or before 30 June 2021 together with a Positive Verification Notice from the Home Office Employer Checking Service.
2. A document issued by the Bailiwick of Jersey or the Bailiwick of Guernsey showing that the holder has made an application for leave to enter or remain under Appendix EU to the Jersey Immigration Rules or Appendix EU to the Immigration (Bailiwick of Guernsey) Rules 2008 on or before 30 June 2021 together with a Positive Verification Notice from the Home Office Employer Checking Service. 38
3. An Application Registration Card issued by the Home Office stating that the holder is permitted to take the employment in question, together with a Positive Verification Notice from the Home Office Employer Checking Service.
4. A Positive Verification Notice issued by the Home Office Employer Checking Service to the employer or prospective employer, which indicates that the named person may stay in the UK and is permitted to do the work in question.

**The countries within the European Economic Area (EEA) currently consists of Austria, Belgium, Bulgaria, Croatia, Republic of Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, and Sweden.**

**Switzerland is not part of the EEA, but Swiss nationals have the same rights to live and work in the UK as EEA nationals.**



## **Group Personal Accident Insurance Scheme**

The Group Personal Accident Scheme is an insurance programme which provides workers with a range of benefits in the event that accidental injury occurs whilst working on an assignment or whilst travelling to and from your normal place of residence to the assignment.

Whilst working for Daniel Owen Ltd, you are automatically included within the Group Personal Accident Scheme unless you choose to opt out. The cost of £2.74 per week (including a £1.54 handling charge), will be, unless you choose to opt out, automatically deducted from your weekly pay whilst you are on assignment with Daniel Owen Ltd as an agreed deduction.

Once in the scheme you can opt out at any point by notifying Daniel Owen in writing at Hadwyn House, Field Road, Reading, Berkshire, RG1 6AP. If Daniel Owen Ltd receives this within first 14 days of the initial deductions, you will be refunded all monies deducted. If you opt out at a later date, you will not receive a refund of costs paid but will not pay from that point.

Full details can be viewed at <https://bit.ly/3yPca6Y>

### **Summary of insurance cover**

Cover is provided by Aviva Insurance Limited, Registered in Scotland No.2116. Registered Office: Pitheavlis, Perth PH2 0NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

This is a summary of the policy and is not proof of insurance. This does not contain the full terms and conditions of the cover, which can be found in the policy document. It is important that you read the summary of cover <https://bit.ly/3yPca6Y>

carefully when you receive it. A copy of the policy wording is available from the policyholder.

### **When are you covered: Occupational Accidents including commuting**

Cover operates while the Insured Person is employed at their place of work and during the course of placement including direct travel from home to place of work.

The main benefits are listed below. Cover includes a benefit for temporary total disablement benefit entirely preventing the Insured Person from engaging in or giving attention to his/her usual occupation. Cover extensions apply, a full list can be viewed in the policy documents. Important exclusions and conditions also apply and can be viewed in the policy documents.

Details on how to make a claim can be found in the Summary of Cover.



Policy Benefits & Sums Insured	
Accidental Bodily Injury resulting in	Benefit
Death	£125,000
Loss of Sight (one or both eyes) or Loss of Limb (one or more limbs) or one or more of each	£125,000
Permanent disablement as described below:	
Permanent total disablement (other than Loss of Sight or Loss of Limb) entirely preventing the Insured Person from engaging in or giving attention to any occupation for which he/she is fitted by knowledge, training, education or experience	£125,000
Complete and irrecoverable loss of hearing:	
in one ear	£31,250
in both ears	£125,000
Total and Permanent loss of speech	£125,000
Total loss by physical severance or complete and irrecoverable loss of use of:	
One thumb	£25,000
One index finger	£18,750
Any other finger	£12,500
One big toe	£12,500
Any other toe	£3,750
Policy Benefits & Sums Insured Continued	
Complete and irrecoverable loss of use of:	
Shoulder or elbow	£37,500
Wrist	£31,250
Hip, knee or ankle	£31,250
Fractured leg or foot with established non union	£31,250
Fractured knee cap with established non union	£25,000
Shortening of a leg by at least 3 centimetres	£18,750
Removal of the lower jaw by surgical operation	£37,500
Permanent facial disfigurement to an extent of not less than 5 square centimetres of scar tissue in the area from the hairline to and including the lower jaw and ears	£12,500
Loss of Internal Organ	£31,250
The maximum amount payable in respect of one or more losses is £125,000	

**IMPORTANT PLEASE READ CAREFULLY AND RETAIN FOR FUTURE REFERENCE**

Dear Sir/Madam

You have recently started working through Daniel Owen Ltd under a contract for services, below is some information that will help you understand how we operate and assist us to try and offer you a continuation of work.

- (1) When contacting our office use the telephone numbers, listed at the end of this letter, we are open from 8.00am to 5.30pm Monday to Friday and are closed at the weekend.
- (2) **If at any time whilst you are working for us you are unable to attend site, please telephone our office as soon as possible. We open at 8.00 am (Mon-Fri) but before this time there should be an answerphone for you to leave a message, however we hope this will not be necessary as reliability is very important.**
- (3) Please let us know as soon as you have a confirmation of the date you are finishing. This will allow us time to try and organise another booking for you.
- (4) Remember when you are on site you are under the supervision of the Contractor/Client and you have a responsibility to comply with all written or verbal safety, health and welfare instructions issued by the Contractor.
- (5) You must read the Health & Safety information printed on the next page. There is also Health & Safety information printed on the reverse of our pay slips and a Health and Safety Booklet.
- (6) If you have any queries with your wages it would help our staff if you could telephone between 10.00am and 2.00pm.

We hope that you will enjoy working through Daniel Owen Ltd. Should you have any queries please contact one of our offices as detailed below :-

**Office Numbers**

READING	0118 9505011
LONDON	020 72480000
OXFORD	01865 335375
SWINDON	01793 550020
BRISTOL	0117 937 8055
TAUNTON	01823 448940
BIRMINGHAM	0121 4567620
WALSALL	01453 829760
LEEDS	0113 7334890
NEWCASTLE	0191 8141360
GLASGOW	0141 7394880

**HEALTH AND WELLBEING SUPPORT**

The Construction Industry Helpline provides all construction workers and their families in the UK and Ireland with 24/7 access to advice and support on a range of matters including occupational health and wellbeing issues, stress and addiction, employment, financial and family matters: <https://www.constructionindustryhelpline.com/about-us.html>.

You can contact the helpline on **0345 605 1956**.

## **SAFETY, HEALTH & WELFARE AT WORK**

Remember that when you are on site you are under the supervision of the Contractor and you have a responsibility to comply with all written or verbal safety, health and welfare instructions issued by the Contractor.

You must also remember that as an employee or self-employed person you have a duty in law under the Health & Safety at Work etc. Act 1974 to take reasonable care of the safety and health not only of yourself but also of any other persons who may be affected by your work. If you were to be in wilful and knowing serious breach of this lawful requirement it could lead to your being prosecuted by the Health & Safety Executive, (HSE). You must therefore read and duly heed the following instructions:-

- |                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>1. <b>SAFETY HELMETS</b><br/>You have a duty in law to wear a safety helmet on site and you must always obey any written or verbal instruction to do so.</p>                                                                                                                                                                                                                                                                      | <p>8. <b>OPERATING PLANT</b><br/>You must not operate any item of plant, tool or equipment on site unless you are in possession of an appropriate certificate to do so or have received relevant formal training and instruction as required by the Health &amp; Safety at Work etc. Act 1974.</p>                                                             |
| <p>2. <b>PROTECTIVE EQUIPMENT</b><br/>You must use or wear protective equipment or clothing, (e.g. safety goggles, ear defenders, gloves, face masks etc.), whenever safety regulations stipulate or whenever you are directed to do so by site management.</p>                                                                                                                                                                      | <p>9. <b>CONTROL OF SUBSTANCES HAZARDOUS TO HEALTH REGULATIONS 1994 (COSHH)</b><br/>You must not use any substance/material on site that is classified as being hazardous to health unless you have been instructed on how to use it safely and have been provided, where necessary, with any appropriate protective clothing/equipment. If in doubt, ask.</p> |
| <p>3. <b>FOOTWEAR</b><br/>You must wear strong safety boots/shoes when working on site. Trainers, (soft sole footwear), must not be worn unless, because of the nature of the work you are engaged on, you are directed to do so by site management.</p>                                                                                                                                                                             | <p>10. <b>ACCIDENT/INJURY ON SITE</b><br/>You must report to site management any injury, however slight, that you suffer whilst at work in order that it can be entered in the site Accident Book.</p>                                                                                                                                                         |
| <p>4. <b>MANUAL HANDLING REGULATIONS 1992</b><br/>You must not seek to lift, push or pull on site any excessive weights that could result in your suffering unnecessary strain or injury.</p>                                                                                                                                                                                                                                        | <p>11. <b>ALCOHOL/DRUGS ON SITE</b><br/>The possession, consumption or use of alcohol/drugs on site is strictly prohibited, and working on site when under the influence of alcohol/drugs will not be permitted.</p>                                                                                                                                           |
| <p>5. <b>WORKING AREAS</b><br/>Work areas must be kept clean and rubbish must not be allowed to accumulate. The working area should always be left in a tidy and safe condition.</p>                                                                                                                                                                                                                                                 | <p>12. <b>CONDUCT ON SITE</b><br/>You are employed on site to work. Do not involve yourself in dangerous horseplay or practical jokes or at any time misuse or interfere with equipment, (e.g. fire extinguishers), that could affect your own or another person's safety on site.</p>                                                                         |
| <p>6. <b>PORTABLE ELECTRIC TOOLS</b><br/>Only low voltage, (110v), portable electric tools must be used on site, and all tools and extension leads must be fitted with proper plugs and sockets.</p>                                                                                                                                                                                                                                 | <p>13. <b>WELFARE ON SITE</b><br/>Welfare facilities, (e.g. canteen, toilets, changing room etc.), are provided on site for your own benefit. Please use these facilities correctly and help to keep them in a clean and tidy state.</p>                                                                                                                       |
| <p>7. <b>PLANT AND TOOL CARE</b><br/>All plant, tools and equipment provided by the Contractor for your work on site must be used in accordance with the manufacturer's instructions and treated with care. You must report to site management immediately if there is any fault or defect in the equipment you are using, and remember you could be held responsible for any loss or damage if it is caused by your negligence.</p> | <p>14. <b>SITE DISCIPLINE</b><br/>Remember, wilful and knowing breach of site safety, health and welfare policies or instructions could result in your summary dismissal.</p>                                                                                                                                                                                  |

**If you are unable to comply with any of these conditions or would like further information, please contact our office 0118 952 1000.**

## **IMPORTANT – PLEASE READ CAREFULLY AND RETAIN FOR FUTURE REFERENCE**

### **A BRIEF GUIDE TO THE WORKING TIME REGULATIONS**

On October 1st 1998 important new Regulations came into force that will affect most people working in the UK. As a temporary worker you are not required, under the terms of your contract, to work any given hours. This guide sets out the law on working hours where you are working on assignments through Daniel Owen Ltd.

#### **WORKING HOURS**

The Regulations say that on average you should not be required to work more than 48 hours each week, unless you agree to do so in writing. Temporary work is all about flexibility and from time to time, sites may want you to work for longer hours, though of course you are under no obligation to do so, this is why we recommend you sign the opt-out. If you do not sign the opt out you may not be able to work over 48 hours even if you want to.

#### **DAILY REST**

You are entitled to (but do not have to take if you choose not to) 11 hours unpaid rest from work in each 24 hours. If you are under the age of 18 you are entitled to 12 hours unpaid rest from work.

#### **REST BREAKS**

The company to which you are assigned should allow you an unpaid break from work of 20 minutes if your assignment lasts for more than 6 hours a day. If it is practicable, you may take this away from your work station. If you are under 18 you are entitled to a rest break of 30 minutes if your assignment lasts more than 6 hours a day.

#### **NIGHT WORK**

If you are asked to work at night (between 11pm and 6am) you should not work more than 8 hours in every 24, averaged over 17 weeks (or however many weeks you have worked if it is less than 17 weeks). In some cases where the work is hazardous or strenuous 8 hours night work in 24 is the absolute maximum you should work.

Similarly, if you are going to work at night you will need to undergo a health assessment to make sure that nightwork will not impair your health. We will ask you to complete a simple questionnaire to help assess this. You may then also be required to have a medical examination and the decision as to whether you are suitable for night work will be at our absolute discretion. It is vital that, if the client asks you to perform night work, you let us know so that we can comply with the law.

#### **WEEKLY REST**

You are entitled to (but do not have to take if you choose not to) a minimum of 1 days unpaid rest from work each week or 2 days unpaid every 2 weeks. If you are under 18 you are entitled to 2 days unpaid rest from work each week.

#### **PAID ANNUAL LEAVE**

You will begin to accrue paid holiday at approximately 2 days per month. You will be entitled to a maximum of 28 days paid annual leave. Bank Holidays will not be paid unless you choose to take them as annual leave.

You accrue holiday at 2.33 days\* per month. You will only be entitled to take the paid leave which you have accrued up to the time you wish to take leave. In other words, if you have worked continuously for 3 months in the leave year your entitlement will be  $3 \times 2.33 = 7$  days\* holiday. Therefore, you **cannot** take your full years paid leave at the commencement of a leave year, you can however take as 'paid leave' however many days have accrued at the time.

If you wish to take your paid leave we would appreciate as much notice as possible. You must let us know prior to taking the leave.

Under the regulations, you may not carry holiday entitlement forward from one leave year to the next nor can we pay you in lieu of holidays unless you finish working with us. Any holiday entitlement not taken in the holiday year will be lost - it is your responsibility to acquaint yourself with your holiday year (the holiday year will normally commence the week you start an assignment or series of assignments) and to use your holiday entitlement. If you finish working via our company during the holiday year payment in lieu of holidays cannot be made within 14 days of your last day worked.

\* A days holiday pay is based upon one fifth of the average weekly payment over the last 13 weeks excluding overtime and to a maximum of 9 hours at your average basic pay rate.

The information above regarding the working time regulations is provided in good faith and without liability the accuracy cannot be guaranteed. Please contact the BEIS for further information on 020 72155000 or visit their website on [www.gov.uk/BEIS](http://www.gov.uk/BEIS)