



1. Welcome to Contractor Umbrella Ltd

Our aim in producing this document was to create a one-stop information point where you would be able to access all the information you are likely to need in relation to your employment with us.

This document outlines what you can expect from us as your employer. In return we ask you for a high degree of commitment, dedication and loyalty to help us achieve the aims and objectives of the Company.

I hope you find this a useful guide during your employment with us. However, if you are unable to find the answer to your question here, please feel free to contact your contract manager who will certainly be able to find an answer for you.

Signed: _____

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3. Starting with Contractor Umbrella

i) About the Company

Contractor Umbrella (the company) is the, hassle-free, straight talking umbrella company that provides umbrella employment for UK based contractors and freelancers. Independently voted as the best umbrella company by the readers of Contractor UK.

Contractor Umbrella pioneered the concept of providing accurate and informative information within the Umbrella Company sector to achieve our aim of being at the top of an industry focusing on transparency and promoting corporate integrity. We hold these as core values and believe them to be essential for our continued success.

ii) Statement of Employment Terms and Conditions

The company reserves the right to change its terms & conditions and employment policies from time to time. You will be notified at the earliest opportunity of these changes by way of general notice to all employees affected by the change. Where a contractual change in your terms and conditions of employment results in a change to your written statement of particulars of employment, we will give you a written statement of the change at the earliest opportunity.

iii) General

As an employee working off site at clients' premises you are expected to adhere to any policies and procedures implemented at the Client's premises, including but not restricted to dress code, smoking, alcohol, drugs etc.

You are required to attend the Clients premises or their designated location at the times stated in your assignment schedule and are required to work for the agreed number of hours stated. Failure to attend or to complete the required hours could result in disciplinary action being taken against you.

You should comply at all times with the clients requirements for GDPR and computer security which applies in respect of all operations including email and internet access as carried out under the terms of your Assignment. You are required to ensure that you advise the Client / End User of any breaches or potential breaches in security that you become aware of.

When you are on Assignment you are a representative of both the Company and the Client and therefore you should ensure that your behaviour is always appropriate and professional.

iv) Your Attendance at Work

Any assignment that you undertake whilst in the employment of the Company will be for a specific time period and, from time to time, for specific hours. Therefore, should you require time off from work you should give as much notice as possible. If you are unable to give advance notice you should ensure that you contact the Company and the Client to advise your absence by no later than 9am on the day in question.



If your period of absence will extend beyond one day you should ensure that you contact the Company and the Client by no later than 9am on each day that you are absent. If you are unable to personally contact the Company or Client you should ensure, wherever possible, that someone telephones on your behalf.

If your explanation for absence is deemed to be unsatisfactory by the Client, the Company reserves the right to deduct an appropriate amount from your salary.

If you are absent repeatedly or for prolonged periods the Company reserves the right to receive a full and detailed explanation and, where appropriate, medical evidence and subsequently disciplinary action may be taken against you.

If you are absent from work due to sickness you may be entitled to statutory sick pay (SSP). In order to qualify you must meet the following criteria:

- i. You must be sick for at least 4 or more days in a row (inc. weekends & bank holidays)
- ii. Earn, before tax and National Insurance an average of the Lower Earnings Limit for National Insurance Contributions (NIC). The amount you need to earn is lower than the amount when you have to start paying NICs.

SSP is a daily payment and is usually paid for the days that you would normally work. The days that you would normally work are known as Qualifying Days (QDs). SSP is not paid for the first three days (including non-working days). SSP is payable as detailed on the government website at <https://www.gov.uk/statutory-sick-pay>.

If you are sick for up to seven days you must provide a self-certification certificate on the day you return to work, which can be obtained from your Contract Manager. Absences of longer than seven days must be supported by a doctor's certificate as must any further periods of continued absence. Failure to provide a certificate may result in the non-payment of statutory sick pay.

The Company reserves the right to have you examined by a doctor of their own choosing and at their own expense and we also reserve the right, with your permission, to request a medical report from your doctor.

v) *Conflict of Interest*

You should not, directly or indirectly, engage in, or have any interest, financial or otherwise, in any other business enterprise, which interferes or is likely to interfere with your independent exercise of judgement in Contractor Umbrella Ltd's best interest.

Generally, a conflict of interests exists when an employee is involved in an activity:

- Which provides products or services directly to, or purchase products or services from Contractor Umbrella.
- Which subjects the employee to unreasonable time demands that prevent the employee from devoting proper attention to his or her responsibilities to Contractor Umbrella Ltd

- Which is so operated that the employee's involvement with the outside business activity will reflect adversely on Contractor Umbrella Ltd.

Should you be in any doubt as to whether an activity involves a conflict, you should discuss the situation with your Contract Manager.

vi) Standards of Performance and Behaviour at Work

i) Appearance

You are expected to dress appropriately at all times in relation to your assignment and role, and to ensure that your personal hygiene and grooming are properly attended to prior to presenting yourself at work.

ii) Confidentiality

It is a condition of your employment that you have a duty of confidentiality with regards to the company and any companies you are assigned to.

During the course of your employment you may find yourself in possession of sensitive information, the disclosure of which could be construed as a breach of confidentiality. It is a condition of your employment that you have a duty of confidentiality to the Company, and you must not discuss any Company sensitive or confidential matter whatsoever with any outside organisation including the media.

Any such breach of confidentiality would be deemed as gross misconduct except as otherwise provided or as permitted by any current legislation (e.g. the UK Public Interest Disclosure Act 1998) and could lead to your dismissal.

iii) Bribery and other Corrupt Behaviour

The Company has a strict anti-bribery and corruption policy in line with the Bribery Act (2010). A bribe is defined as: giving someone a financial or other advantage to encourage that person to perform their functions or activities improperly or to reward that person for having already done so.

If you bribe (or attempt to bribe) another person, intending either to obtain or retain business for the company, or to obtain or retain an advantage in the conduct of the company's business this will be considered gross misconduct. Similarly accepting or allowing another person to accept a bribe will be considered gross misconduct. In these circumstances you will be subject to formal

investigation under the Company's disciplinary procedures, and disciplinary action up to and including dismissal may be applied.

i) Computer, email and Internet use

If you have access to the Company or your clients computers, including email and access to the internet as part of your job, you must not abuse this by using these facilities for purposes unrelated to Company business.

Limited personal use of the internet may be permitted by your client during your formal breaks and you should familiarise yourself with their policies. All internet use is monitored and accessing pornographic or other unsuitable material, including auction or certain social networking sites is strictly prohibited and would be considered a serious disciplinary offence which may result in dismissal.

Only software packages properly authorised and installed by the Company or Client may be used on business equipment, you must therefore not load any unauthorised software onto business computers.

If you have a Company/Client email address, this is provided for responsible use on Company/Client business and should not be used in any other way whatsoever.

You must not make reference to the Company/Client or its services or represent yourself on behalf of the Company on social media without formal permission from the Company to do so.

What is not acceptable use?

Except in the course of an employee's duties or with the express permission of the Contractor Umbrella, the Internet access provided by the Company, End User or Employment

Business may not be used for:

- Personal commercial purposes;
- Sending unsolicited bulk email;
- Disseminating confidential information of Contractor Umbrella, End Users or Employment Businesses;
- Any illegal purpose;
- Knowingly causing interference with or disruption to any network, information service, equipment or any user thereof;
- Disseminating personal contact information of officers or employees of Contractor Umbrella, End Users or Employment Businesses without their consent;
- Knowingly causing any other person to view content which could render the company liable pursuant to equal opportunity or sex discrimination legislation at the suit of that person; or
- Knowingly downloading or requesting software or media files or data streams that the employee has reason to believe will use a greater amount of network bandwidth than is appropriate;
Bypassing or attempting to circumvent any security system without the appropriate authority from the End User or Employment Business.

Unauthorised use of any End User or Employment Business' equipment (to include but no limited to hardware and software), failure to comply with the policy, or in any way tampering with the equipment will be regarded as gross misconduct and will render the offender liable to dismissal and possible criminal prosecution under the Computer Misuse Act 1990 even if no damage results. The Company also reserves the right to take disciplinary action against any employee who makes excessive personal use of equipment or internet or email, including dismissal for gross misconduct.

You are expected to exercise professional judgement whenever using email or the internet or any other internal systems at an End User or Employment Business site. If you are in any doubt at all regarding what is deemed to be appropriate by the End User or Employment Business you should question them directly before taking any action.

The Company reserves the right to change or replace this policy at its sole discretion at any time and without prior notice.

ii) Disciplinary Procedures

Separate disciplinary procedures are available to view, please request a copy from your contract manager.

iii) Grievance Procedures

Separate grievance procedures are available to view, please request a copy from your contract manager.

iv) Data Protection and Access to Information

Contractor Umbrella Ltd will comply with all statutory requirements of the Data Protection Act by registering all personal data held on its computer and/or related electronic equipment and by taking all reasonable steps to ensure the accuracy and confidentiality of such information.

The Data Protection Act protects individuals' rights concerning information about them held on computer. Anyone processing personal data must comply with the eight principles of good practice. Data must be:

- fairly and lawfully processed
- processed for limited purposes
- adequate, relevant and not excessive

- accurate
- not kept longer than necessary
- processed in accordance with the data subject's rights
- secure
- not transferred to countries without adequate protection

Employees can request access to the information held on them by the Company. All requests by employees to gain access to their personnel records should be made in writing. There is no charge for this service.

i) Changes in Personal Information for Employment Purposes

It is important that our records are correct, as inaccurate or out of date information may affect your salary or cause difficulties in situations where contact is required for emergencies. You must notify your Contract Manager immediately of all changes in the following personal information:

- Name
- Home address
- Telephone number
- Bank account details

- Emergency contact
- Criminal charge, caution or conviction
- Conflict, or potential conflict of interest

Personal data on employees is held in accordance with the provisions of the Company's Data Protection Policy, which will be made available for inspection by you if required.

If you bribe (or attempt to bribe) another person, intending either to obtain or retain business for the company, or to obtain or retain an advantage in the conduct of the company's business this will be considered gross misconduct. Similarly accepting or allowing another person to accept a bribe will be considered gross misconduct. In these circumstances you will be subject to formal investigation under the Company's disciplinary procedures, and disciplinary action up to and including dismissal may be applied.

4. Valuing Diversity and Dignity at Work

i) Valuing Diversity

Contractor Umbrella Ltd is committed to valuing diversity and seeks to provide all staff with the opportunity for employment, career and personal development on the basis of ability, qualifications and suitability for the work as well as their potential to be developed into the job.

We believe that people from different backgrounds can bring fresh ideas, thinking and approaches which make the way work is undertaken more effective and efficient.

The Company will not tolerate direct or indirect discrimination against any person on grounds of age, disability, gender / gender reassignment, marriage / civil partnership, pregnancy / maternity, race, religion or belief, sex, or sexual orientation whether in the field of recruitment, terms and conditions of employment, career progression, training, transfer or dismissal.

It is also the responsibility of all staff in their daily actions, decisions and behaviour to endeavour to promote these concepts, to comply with all relevant legislation and to ensure that they do not discriminate against colleagues, customers, suppliers or any other person associated with the Company.

ii) Dignity at Work

The Company believes that the working environment should at all times be supportive of the dignity and respect of individuals. If a complaint of harassment is brought to the attention of management, it will be investigated promptly and appropriate action will be taken.

5. Pay, Benefits & Pensions

i) Salary Arrangements

We will pay you via Same Day Fast Pay Your salary will be paid in arrears by direct credit transfer to your designated bank account.

If any queries arise with regards to pay, or if it looks as if a mistake has been made, speak to your Contract Manager immediately so that they can take appropriate action. Unless agreed otherwise, any pay errors, whether of over or underpayment, will be rectified in the next salary payment.

Appropriate deductions will be made from pay including income tax and National Insurance contributions (NICs), which are subject to each employee's earning level, family status and the number of hours worked.

ii) Pension Scheme

The Company operates a group pension scheme and, in compliance with the employer pension duties under the Pensions Act 2008, you will be enrolled as an active member of this scheme (or such other registered pension scheme as may be established by the Company to replace the scheme) 3 months from the start of your employment, unless you request otherwise. You will be subject to the trust deed and rules of the scheme as are in force from time to time and HM Revenue & Customs requirements. The Company reserves the right to vary, amend or withdraw the scheme, or any of its rules or benefits, at any time. Full details of the scheme, including the rules, conditions of eligibility and the rates of contributions and benefits, will be sent to you before your auto enrolment date.

6. Leave Arrangements

i) Annual Leave

As an employee of Contractor Umbrella Ltd you are entitled to 28 days holiday each financial year (per annum pro rata) and, under the Working Time Regulations, holiday pay must be shown as a separate entry on your payslip when you take annual leave rather than included within your pay rate.

By default, we will make a holiday allowance at 12.07% of your taxable salary from your contract rate and repay this every time we make a payment to you. This means that you need to be aware that there will be no retained holiday pay available when you do take holiday.

Alternatively, if you would like us to retain a holiday allowance then you must let us know and we will arrange for a holiday pot to be set up.

Our system will allow you to see any holiday you have accrued and reclaim it as and when you require. This can be done at the amount you wish based on the monies available in the "holiday pot". Please note if you choose this option then holiday pay is taxed at the point it is retained, and not at the point it is repaid.

Once you have submitted a holiday request, your holiday pay will be included with your next invoice payment following that period. Any unused holiday pay will be refunded to you either when you leave or before the end of the financial year, whichever comes first.

ii) Maternity, Paternity and Adoption Leave and Pay Policy

Eligible Contractor Umbrella Ltd employees are entitled to Maternity, Paternity and Adoption leave and pay as per the statutory guidelines. Further details of these are available in our relevant Family friendly policies.

iii) Shared Parental Leave

Eligible Contractor Umbrella Ltd employees are entitled to shared parental leave as per the statutory guidelines. Further details of these are available in our relevant Family friendly policies.

iv) Unpaid Parental Leave

As well as Shared Parental Leave, any eligible employee who has or expects to have responsibility for a child is entitled to take Unpaid Parental Leave to care for that child. Further details of these are available in our relevant Family friendly policies.

v) Time Off For Dependents

You are legally entitled to take a reasonable amount of time off to deal with certain prescribed emergencies involving certain dependants. This leave is called Time Off for Dependants. Time off for Dependants can be taken, for example, if a dependant falls ill or is injured, if care arrangements break down, or to arrange or attend a dependant's funeral. A dependant is your child (including adopted child), husband, wife or parent. It also includes someone who

lives in your household, and someone who reasonably relies on you, such as an elderly relative. Any time taken off must be necessary and reasonable in the particular circumstances. Time Off for Dependents is not paid.

7. Health and Safety

i) Introduction

Contractor Umbrella recognises and accepts its responsibility as an employer to maintain, so far as is reasonably practicable, the safety and health of its employees, and of other persons who may be affected by its activities.

It is your duty as an employee not to put at risk either yourself or others by your acts or omissions. You should also ensure that you are familiar with the Company and your on-site client health and safety arrangements. Should you feel concerned over any health and safety aspects of your work, this should be brought to the attention of your onsite manager immediately.

ii) Procedure in the event of an accident

An Accident Book should be made available from your onsite manager and it is the responsibility of each individual employee to report and record any accident involving personal injury. Any accident or near miss occurrence (i.e. no one was injured but the incident had the potential to injure or kill) at work should be reported immediately to your onsite manager.

All employees who are absent from work following an accident must complete a self-certification form, which clearly states the nature and cause of the injury.

For any employee who suffers an injury at work which results in them being away from work, or unable to do their normal work, for three days or more (including weekends, rest days or holidays) it is important that your manager is informed as the Health and Safety Executive will also need to be informed by the Company. The form 2508 (available from www.riddor.gov.uk/f2508.dot) should be completed in conjunction with your onsite manager. Employees are not expected to complete these forms themselves.

iii) First Aid

The Company believes that best practice is to ensure staff have access to a trained First Aider or Appointed Person (someone who can take charge in the event of an accident). Details of these trained staff should be requested from your onsite line manager and you should familiarise yourself with names and contact details. If there are any issues in gaining this information, then please contact the Company and we will endeavour to provide this information to you.

iv) Fire Safety

The Client / End User will have fire and emergency procedures in place and you must ensure that you are fully conversant with them, you should also ensure that you take part in any organised drills or similar procedures.

Obstruction of escape routes or fire escapes or exits from buildings is likely to endanger lives and therefore you should ensure that your personal belongings or equipment in your possession should never be left in one of these areas. If you are not sure of any of the Client / End User's procedures you should contact the appropriate personnel and ask for further guidance.

Guidelines: Employees should follow these steps to help prevent fires:

- Before you use any electrical appliances carry out a quick check to make sure that the cables, plugs etc are not damaged.
- Do not use any electrical equipment that shows signs of damage, even if you think it is only minor. Report any faults you find to your contract manager and find an alternative appliance.
- Ensure that you place your rubbish in the proper waste bins. Do not overfill the bins, and ensure that your waste bin is accessible to the cleaners at the end of the week.

Guidelines: Action to take when the fire alarm goes off:

- Immediately stop what you are doing and walk (do not run) to the nearest available safe fire exit. If your nearest exit/route is obstructed, choose another route. Make sure that you are aware of the fire exits and routes in your area.
- Follow the instructions of your designated Fire Warden.
- Do not use a lift to leave the building - always use designated stairs.
- Make your way to the appropriate assembly point.
- Once you are at the assembly point you should report to the Fire Warden, so that they can account for the people in their designated area.
- Do not leave the designated assembly point, or attempt to re-enter the building, until you have been instructed to do so by the Fire Warden.

Guidelines: Action to take if you discover a fire:

- RAISE THE ALARM! This can be achieved by breaking the glass on the call points or by shouting the instruction "Fire – call the fire brigade".
- Raise the alarm even if your building is fitted with an automatic fire alarm system, which has not yet activated - you must not wait for it to do so of its own accord. The alarm must be raised for every occurrence of a fire, no matter how small it appears to be. This will ensure that people in the building have adequate notice to evacuate should it begin to spread quickly. In addition, modern furnishings may allow the fire to develop unnoticed, so time is of the essence if everyone is to get out safely.
- Call the fire brigade at the earliest available, and safe, opportunity and do not attempt to tackle the fire unless you have been appropriately trained and can safely do so e.g. a small fire in a waste paper basket. Unless you have been trained you could be putting yourself or somebody else at risk.

v) Personal Safety

Generally, you should try to avoid working alone whenever this is possible. However, if you have to work alone, then you need to develop an awareness of the risks and how to minimise them. Prior to making an appointment with someone you do not know, obtain as much information as possible about the person you are meeting and

arrange to meet the person in Company/End Client premises. Always ring back the telephone number you have been given to confirm that it is legitimate. If a mobile number is given you should always ask for an alternative fixed line number. If visiting, let your colleagues know where you are going, with whom and what time you are expecting to return. If you think that you are going to run over your original timescales, let your colleagues know.

Specific areas to consider:

Computers

Tips to minimise the risk of a computer-related accident:

- site your computer near an electric socket to avoid trailing wires across the floor; if you use an extension cable make sure it doesn't overheat and nobody can trip over it
- take care not to overload electric sockets, use trailing multi-socket units rather than plug adapters
- always follow installation and service instructions in your computer guidebook closely. If in doubt, leave it to the experts
- electricity and water do not mix - keep drinks and plants well away from computers
- regularly check all electrical equipment for damaged plugs or frayed cables
- computers are large and bulky pieces of equipment, move them only if you feel confident in doing so, and with care, especially up and down stairs. Use a trolley and a lift and ask for help. Do not allow children to move computers
- do not allow children to play on or with computer swivel chairs
- make sure the computer is sited in a position where you have plenty of room to move and to get out of the room in an emergency

Health Risks

There are a number of health risks from using computers, most of which can be minimised or eliminated by awareness of the risks and by following advice available.

Repetitive Strain Injury (RSI)

RSI results from performing repetitive movements, e.g. using the mouse, for a long period of time.

The following tips are among many that will help you to avoid RSI:

- organise workloads to avoid using the computer for extended periods of time
- your screen, keyboard and mouse should be directly in front of you
- using document holders avoids having to lean over and bend your neck while looking at paperwork
- make sure the space underneath your desk is free from clutter and your legs have room to move
- use your mouse as close to the keyboard as possible
- adopt good posture while at the computer
- know how to adjust your chair to the most comfortable position
- minimise head and neck movements by altering the height of your monitor
- small people and children should use footrests
- wrist rests are not for use while typing, but for resting the wrists between spells of typing

Strained Eyes

Working for long periods of time on the computer can strain your eyes or can worsen existing eye conditions. Symptoms include eye discomfort, headaches, itchy eyes and difficulty in focusing. It is important to rest the eyes while working on the computer. Regularly look at more distant objects, e.g. use thinking time to look out of the window and take frequent breaks from computer work. Visit the optician for regular eye check-ups and make sure you tell them if you are a frequent computer user.

Stress

Computer work can be stressful. Take frequent breaks and avoid work overload.

Manual Handling

You should be aware that injuries can be caused by incorrect handling of heavy equipment. You should familiarise yourself with the Client / End User's Health and Safety Policy should you be required to handle equipment and ensure that you are fully compliant with their policies.

Electricity

Electricity can kill and the two major risks from it are fire and electric shocks which can both be significantly reduced by taking a few simple precautions:

- i. Ensure that all electrical equipment is well maintained and that any cables or leads are fully intact. Leads or cables which reveal bare wires or have loose connections should not be used
- ii. Do not overload plug sockets and when using an extension lead try to ensure that it has surge protection
- iii. Do not attempt to adjust or repair electrical equipment when it is switched on or connected to the mains supply
- iv. If you have wet hands do not touch electrical equipment, switches or sockets
- v. Do not attempt to repair electrical equipment yourself as this is a job for a qualified professional
- vi. Switch off all electrical items at the end of the day – at the mains wherever possible

If you are at all concerned that you are being placed in a dangerous situation through your employment, you must discuss this with your contract manager.

8. Leaving Contractor Umbrella

On leaving, the Company will deduct from any monies due to you such sums as you may owe to the Company. These may include, but are not restricted to, any loans, relocation assistance, court orders and payment made for holidays taken in excess of entitlement.

If you leave without giving notice and without the Company's agreement, you are in breach of your contract and you may forfeit some or all of any salary due to you.

Before leaving, you must hand over to your Client all articles belonging to the company including any documents, equipment and computer software used at home. Documents and software include (but are not limited to) correspondence, diaries, address books, databases, files, reports, plans, records or any other medium for storing



information. You should not retain any copies, drafts, reproductions, extracts or summaries of documents and software.

After you have left the Company, you must not:

- Solicit or seek to entice away any Company staff
- Use or divulge to any person or organisation any confidential information relating to the business of Contractor Umbrella Ltd

Should your employment be terminated following disciplinary action it is likely you will receive payment in lieu of notice. However, as there are numerous reasons as to why someone is dismissed, payment in lieu of notice will be reviewed on an individual basis taking into consideration the reasons behind the dismissal.

Should you be dismissed for reasons of gross misconduct, your employment will be terminated immediately without the benefit of notice or payment in lieu of notice.