



Registration Pack  
Construction Umbrella



## Benefits of Additions Contractors Ltd Construction Umbrella

- Peace of mind - all tax and national insurance deducted
- Statutory benefits - enjoy the protection of being an employee
- Flexibility - the flexibility to pick your assignments
- Expenses - claim legitimate business expenses weekly
- Payments - SMS notifications on all payments
- Ease of Registration - dedicated experienced team

Additions Construction Umbrella allows you to work as employees, this gives you peace of mind as you will be eligible for statutory benefits such as sick pay, maternity pay, paternity pay, adoption pay and will be enrolled in a pension scheme.

While you are working for us you will also be entitled to holiday pay. We will pay the holiday pay you accrue with your wages, this is called rolled up holiday pay. Alternatively the holiday pay you accrue can be paid to you when you have time off, so please remember to ask for it.

Additions Contractors Ltd enters into a contract for the supply of services with our clients and invoices them for those services. Once that sum is paid to us and our company's costs and margin of £1.00 per week up to the first £50.00 gross pay, £5.00 per week between £51.00 and £100.00 gross pay, £7.50 per week between £101.00 and £150.00 and £14.00 per week for gross pay above £151.00 are deducted, including the company's liability for employer's national insurance the balance is available to be paid to you as a mixture of wages and tax free expenses.

We have not and do not enter into any individual dispensations, we provide the option to claim the HMRC nationally agreed mileage and daily subsistence allowances. All other legitimate expenses need to be backed by a receipt.

It is important to make sure we have a copy of your signed contract especially if you are claiming for expenses. It is only as a full time employee of a company travelling to different locations of work within this one contract that such expenses are allowable.



## Personal Details

Title \_\_\_\_\_ Full name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_ Post code \_\_\_\_\_

Home tel number \_\_\_\_\_ Email \_\_\_\_\_

We will email your payslips to the above address

Mobile \_\_\_\_\_ We will provide you with a free SMS text message every time you are paid, please tick this box if you do not wish to receive this service

Date of birth \_\_\_\_\_ NI number \_\_\_\_\_

Are you male or female? Male  Female

Trade \_\_\_\_\_ Start date \_\_\_\_\_

Emergency contact

Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Agency/Company \_\_\_\_\_ Branch \_\_\_\_\_

Bank/Building Society name \_\_\_\_\_

Address \_\_\_\_\_

Account name \_\_\_\_\_ Account number \_\_\_\_\_

Sort code \_\_\_\_\_ Roll number \_\_\_\_\_



## 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<sup>th</sup> 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<sup>th</sup> April I have had another job, or received taxable jobseekers 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.

I have a student loan which is not fully repaid and I left a course of UK higher education before last 6<sup>th</sup> April and I received my first student loan instalment on or after 1<sup>st</sup> September 1998. Select 'No' if you are repaying your student loan direct to the student loans company by agreed monthly payments.

No                      Yes                     

Signed \_\_\_\_\_

Date \_\_\_\_\_

# **STATEMENT OF MAIN TERMS AND CONDITIONS OF EMPLOYMENT**

Additions Contractors Limited

and

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Employees name and address

**BETWEEN:**

1) Additions Contractors Limited, (Company Number 09279807 ) whose registered office is at Lancaster House, Grange Business Park, Whetstone, Leicester, LE8 6EP (“the Employer”); and

2) \_\_\_\_\_  
\_\_\_\_\_  
 (“you or “your”)

This Contract is given to you in accordance with the provisions of the Employment Rights Act 1996 and the Employment Act 2002 and sets out the terms of your employment with your Employer. Its purpose is not only to comply with the law, but also to clarify arrangements already in existence, and to provide clear guidance as to each party’s rights and obligations.

This offer is conditional on you having the required immigration status necessary for employment. If this condition is not satisfied your Employer reserves the right to withdraw this offer of employment, or if employment has already commenced to terminate employment, immediately without notice or payment in lieu of notice.

This Agreement supersedes any earlier written or oral agreements, understandings or arrangement between you and your Employer in respect of your employment.

The headings in this Contract are for convenience only and shall not affect its interpretation.

**1. COMMENCEMENT**

1.1 Your employment with your Employer commences on \_\_\_\_\_  
No other previous employment counts towards your period of employment with your Employer for any purpose.

**2. JOB TITLE AND DUTIES**

2.1 You are employed as \_\_\_\_\_. You will report to the Operations Manager or such other person as notified to you by your Employer.

2.2 You will be required to carry out all duties normally associated with employment in this position.

2.3 In addition, you agree from time to time to undertake any additional and/or alternative duties that your Employer may reasonably require to assist it in the efficient running of its business.

**3. PROBATIONARY PERIOD**

3.1 The first 3 months of your employment will be probationary (“the Probationary Period”).

3.2 During the Probationary Period your performance and conduct will be monitored and reviewed.

- 3.3 Your Employer may extend the Probationary Period at its absolute discretion by a further period as it deems appropriate.
- 3.4 Your employment may be terminated at any time during the Probationary Period by either party giving one week's notice to the other.
- 3.5 Upon successful completion of the Probationary Period, your employment shall continue until it is brought to an end either by you or the Employer in accordance with the terms of this Contract.
- 3.6 The Probationary Period is a "get to know each other" period. As a result, during the Probationary Period you are encouraged not to take any holiday unless strictly necessary, and only if specifically authorised by a director of the Employer. You will accrue holiday entitlement, which can be used following the successful completion of your Probationary Period, or should you fail to successfully complete your Probationary Period this will be paid to you in lieu of holiday following termination.

#### **4. PLACE OF WORK**

- 4.1 There is no fixed place of work. You will be required to work at various client premises or sites from time to time. Your Employer will decide your place of work and will from time to time inform you of the premises or site where you will be required to work.
- 4.2 You will be required to travel within the United Kingdom in the performance of your duties. You will not be required to work outside the United Kingdom for any period of more than one month at a time. Should this situation change your Employer will provide you with full details including the length of the period abroad, the currency you will be paid in, any additional pay and benefits and any terms relating to your return to the United Kingdom.
- 4.3 You can reasonably expect your Employer to provide you with work and procure work for you at various sites during the course of your employment.

#### **5. HOURS OF WORK**

- 5.1 You will normally be required to work 40 hours per week. These weekly working hours may be varied by your Employer to meet clients' needs or operational requirements and to meet changing business requirements. If you are required to work more than 6 hours a day, you will be entitled to a rest break of at least 20 minutes per day.
- 5.2 Depending on the business and operational requirements, you may be required to work different hours or shifts or work at weekends from time to time. Your Employer will always endeavour to give you reasonable notice of any changes in your working hours or shifts. You will be paid your normal hourly rate of pay as detailed in clause 7.1 for work conducted outside your normal working hours.

#### **6. THE 48 HOUR WEEK OPT OUT**

- 6.1 You agree that the 48 hour per week time limit (including overtime) set out in the Working Times Regulations 1998 shall not apply to your employment and by signing this Contract you confirm your agreement to opt out of such restriction. You may revoke this agreement by giving 3 months written notice to the Employer.

## **7. WAGES**

- 7.1 Your pay will be performance related and will be agreed between you and your Employer and calculated according to the value of the services charged to its clients for the work undertaken by you. You will always receive at least the National Minimum Wage for the hours you work, which is currently £6.50 per hour (for adults). The National Minimum Wage rate changes from time to time and your Employer will ensure that you are paid in line with any changes.
- 7.2 You will be paid on or around the Friday following the end of the week you have worked (a week in hand) by credit transfer into your bank account. This will be paid subject to deductions for income tax, National Insurance contributions and any other permissible deductions.
- 7.3 The Employer will review your rate of pay at its discretion and any variation in rate of pay will be confirmed in writing and shall take effect from the date specified by the Employer.
- 7.4 You must notify any error in payment of wages to the Employer as soon as you become aware of the error. Should there be any overpayment of wages by the Employer, you agree that the Employer may deduct from any future payment due to you the amount of any overpayment made by the Employer to you. Equally, if the error has resulted in an underpayment to you, the Employer will ensure that the amount of any underpayment will be added to your next payment of wages.
- 7.5 Subject to the discretion of the Employer and you completing and submitting expense or mileage claim forms to your manager or a director of the Employer and providing any evidence of the expenses incurred, you will be paid any allowable expenses you incur in performing your duties, including but not limited to any mileage claims,. The payment of expenses is at the sole discretion of the Employer. Any payment of expenses to you does not entitle you to future payment, and payment of expenses to another employee does not entitle you to be paid expenses.
- 7.6 You will receive a weekly remittance detailing your gross pay and deductions from this including tax, National Insurance Contributions and any other statutory deduction in force from time to time.

## **8. DEDUCTION OF WAGES**

- 8.1 You agree that your Employer may deduct from your wages any money it believes that you owe. This includes (but is not limited to):



- 8.1.1 the cost of any repair or replacement of your Employer's or its clients' property, materials or equipment which is damaged, destroyed, lost or retained by you;
- 8.1.2 any paid holidays taken in excess of your entitlement at the termination of your employment;
- 8.1.3 any loan, overpayments of wages or expenses paid to you; or
- 8.1.4 any other reason whatsoever..

By signing this Contract you consent to such a deduction being made from any outstanding wages or expenses owed to you or any other monies due to you. You also agree to make payment on demand of any sums owed by you to your Employer.

## **9. LAY OFFS AND SHORT TIME WORKING**

- 9.1 In the event that there is a downturn in work (for example, where there is a temporary cessation of, or a reduction in work or a temporary closure of the workplace or client site) and therefore a reduction in the requirements of the Employer for work of a kind which you are employed to do, the Employer reserves the right not to provide you with work (lay you off) or to reduce your hours of work (put you on short time working) and ask you to remain at home without pay.
- 9.2 You may be entitled to statutory guarantee payments for the time that you are laid off or put on short time working subject to any requirements and statutory limits. For the avoidance of doubt, you will not have any contractual entitlement to pay during any period during which you are laid off or put on short time working.

## **10. YOUR OBLIGATIONS TO YOUR EMPLOYER**

- 10.1 You must comply with all reasonable and lawful instructions and requests of your manager or a director of the Employer and follow the rules and procedures that your Employer has in place and may be issued from time to time.
- 10.2 You must report to any manager or director of the Employer when required.
- 10.3 During your employment, you must devote your whole time, attention and abilities to your duties during your working hours and take all reasonable steps to preserve and protect your Employer's property, goodwill and reputation.
- 10.4 You are asked to inform a director of the Employer if you undertake any other paid or unpaid work outside your contracted hours of work. It is important that your Employer is aware of any other work you do, not only so that your Employer can be satisfied that you are complying with clause 6.1 above, but also, from a health and safety point of view, to ensure that you are not working excessive hours and putting yourself and/or other employees at risk.

10.5 You must inform your Employer if at any time you have been convicted of a criminal offence of any nature (unless the conviction has been spent as defined under the Rehabilitation of Offenders Act 1974). In signing this Contract, you agree that you have told the truth about your criminal record. You must inform your Employer if, at any time during your employment, you are arrested, charged with, summonsed for, or convicted of a criminal offence of any nature and you must truthfully and fully answer any questions your Employer has in this regard.

10.6 You shall immediately inform your Employer in the event that:

10.6.1 you are prosecuted or advised that you may be prosecuted for any road traffic offence;

10.6.2 your driving licence is endorsed or becomes endorsed; or

10.6.3 you are disqualified from holding a driving licence which is valid in the UK for whatever reason.

In the event that you are disqualified from driving or convicted of a driving offence which impacts on your ability to perform your duties, your Employer reserves the right to terminate your employment without notice or payment in lieu of notice.

## **11. PENSION**

11.1 There is currently no entitlement to pension benefits in relation to your employment, but your Employer will provide such pension arrangements as are required by law. Further details of those pension arrangements may be obtained from the Operations Manager.

## **12. RETIREMENT**

12.1 Your Employer does not operate a normal retirement age and therefore you will not be compulsorily retired on reaching a particular age. However, you can choose to voluntarily retire at any time, provided you give your Employer the required period of notice of termination of your employment as set out in this Contract.

## **13. HOLIDAYS**

13.1 Your Employer's holiday year runs from 1<sup>st</sup> April to 31<sup>st</sup> March.

13.2 In each holiday year your holiday entitlement will be 28 days. It is a requirement of your employment that you take your full holiday entitlement within the relevant holiday year. Your 28 days' holiday must be taken at times convenient to your Employer.

13.3 You will not normally be required to work on the UK Bank or Public holidays and you will not be paid for such holidays. If you are required to work on a

bank holiday you will be paid your normal hourly rate of pay as detailed in clause 7.1.

- 13.4 In addition to your wages you will receive a further sum equal to 12.07% of your wages which represents your entitlement to paid annual leave. This is paid each week with your wages. This means that you will receive payment in advance for the time you eventually take off as holiday each week and you will not receive payment when you are on holiday. This is what is known as 'rolled-up' holiday pay and basically ensures that you receive your full holiday entitlement.
- 13.5 Holiday requests must be approved by your Employer at least 1 week in advance of the holiday being taken. When you wish to book any holiday you will need to speak with your manager. Once holidays have been approved by your manager you can only change the booking by specific agreement with your manager.
- 13.6 Your Employer has to ensure at all times that there are sufficient employees available to work and cover for your absence. Unfortunately, your Employer may have to refuse your holiday request if your absence would mean there are not sufficient employees to cover for your absence. A first come first served arrangement exists, and you are encouraged to book early with your manager to avoid disappointment. Your Employer may have to refuse requests for holiday where it is detrimental to the business needs.
- 13.7 Your Employer may require you to take holiday at times appointed by your Employer if it considers that continued working may pose a danger to the health and safety of others and/or yourself.
- 13.8 You will be required to take the appropriate number of days out of your holiday entitlement when the office/client site is closed (for example, between Christmas and the New Year). The Employer will notify you of the days on which your Employer's offices or client sites will be closed for compulsory holiday. You will be required to reserve (and take) the appropriate number of days out of your 28 days holiday entitlement for these closure periods.
- 13.9 No more than 10 consecutive working days may be taken as holiday at any one time in each holiday year.
- 13.10 To comply with the law, holidays must be taken in the holiday year to which they relate. No carry-over or payment in lieu of any untaken holiday will be permitted.

#### **14. SICKNESS POLICY**

In all cases of absence from work through illness or injury the following rules MUST be observed:

- 14.1 Wherever practically possible, you, or if you are not well enough, someone on your behalf, must telephone your manager or a director of the Employer (or any other person as your Employer may direct), by no later than 7.00 am

(or as early as possible) on the first day of your absence to report that you will not be able to attend work that day and the reason why. If possible you, or the person phoning on your behalf, should give an anticipated duration of absence. If you are not able to return the next day, or after the period you anticipated, you must keep your Employer regularly informed.

- 14.2 Immediately following your return to work after a period of absence of less than 7 days (including non-working days such as weekends and bank holidays) you must confirm in writing to your manager the dates of and reasons for your absence, including details of sickness on non-working days, as this is information required by your Employer for calculating Statutory Sick Pay (“SSP”) entitlement.
- 14.3 If you are absent from work due to sickness or injury for more than 7 days (including non-working days) you must provide your Employer with a medical certificate (a sick note from your doctor) on the eighth day of sickness or injury. Thereafter, medical certificates must be provided to your Employer to cover all time away from work until your return.
- 14.4 You will receive no pay during the first 3 days of your sickness absence from work. After this time, provided you comply with the sickness reporting arrangements set out above and meet the necessary SSP criteria, you shall be entitled to be paid SSP for the fourth qualifying day (such days being those you are normally required to work but have been unable to so due to your illness or injury) onwards until you either become well again, your contract is terminated or the maximum payment period has been reached as set out in the Social Security Contributions and Benefits Act 1992 and Regulations made under this legislation. Any additional or alternative payment of your wages will be at your Employer’s absolute discretion. If you are entitled to SSP (or Social Security Benefits) these will be treated as included in any additional payments made by your Employer in accordance with this clause.
- 14.5 If you are absent from work due to sickness or injuries caused wholly or partly as a result of any third party’s negligence, nuisance or breach of any statutory or other duty owed by a third party, any payments made to you by your Employer in respect of such absence shall be deemed to constitute a loan by your Employer which shall be repaid by you when and to the extent that you recover compensation from that third party. You agree to notify your Employer of any claim, compromise, settlement or judgment made or awarded to you in respect of such sickness or injuries.
- 14.6 It may be necessary for your Employer to obtain further information about your medical condition at any stage of your employment. You agree that, if required by your Employer, you will attend a medical or other appropriate examination by a doctor or other medical specialist, so that a report on your condition can be obtained. In addition, you agree to co-operate with your Employer should it later become necessary to obtain a further updated report from the same doctor or medical specialist, or another. You agree that such reports from the doctor/specialist may be disclosed to your Employer.

You also agree that you will consent to that doctor or medical specialist, who may or may not be your own doctor, obtaining access to your medical records from your own doctor and discussing these with your Employer. Your Employer will pay any expenses incurred in obtaining the report. This medical information will only be obtained with your consent and you will, if requested, be shown any letters written by your Employer to the doctor or medical specialist, and their responses/reports. A director of the Employer will then discuss the content of the report with you.

## **15. OTHER TIME OFF**

- 15.1 This relates to time off work required by you for reasons other than holidays, sickness or injury or in exercise of any of your leave rights under legislation. You will only be permitted to take other time off work with your Employer's permission. Any requests for other time off work will only be granted at your Employer's discretion and will be unpaid.
- 15.2 The Employer will comply with the law at all times in respect of statutory maternity, paternity and adoption leave rights and other parental rights. Details of such rights can be obtained from your manager or a director of the Employer.

## **16. RESTRICTIONS**

- 16.1 During your employment with your Employer and for a period of 9 months immediately after the termination of your employment, you shall not without the prior written consent of your Employer independently or on behalf of any third party:-
  - 16.1.1 accept work as an employee, principal, director, partner, agent, consultant or representative with any person, firm or company with whom you had material dealings with on behalf of your Employer within the last 12 months of your employment ("Customer"). Nothing in this sub clause shall prevent you from engaging or accepting work with any person, firm or company who is not a Customer:
  - 16.1.2 directly or indirectly solicit, approach or accept an offer from a Customer to supply that Customer with services similar to those previously supplied by you on behalf of your Employer;
  - 16.1.3 directly or indirectly promote any person, firm, company or organisation to any Customer of your Employer for the purpose of supplying services supplied by your Employer.

Provided that while the restrictions in sub-clauses 16.1.1 to 16.1.3 are considered to be reasonable in all the circumstances as at the date of these terms and conditions of employment, it is acknowledged that such restrictions may be invalid because of changing circumstances or other unforeseen reasons. Accordingly it is agreed that each of the restrictions set out above shall be construed independently of the other so that if any one of the restrictions shall be judged as void as going beyond what is

reasonable in all the circumstances for the protection of the interest of the Employer, but would be valid if part of the wording of the restriction were deleted, that said restriction shall be deemed to apply with such deletion and shall not affect the validity of any of the remaining restrictions.

## 17. CONFIDENTIALITY

In this clause "Confidential Information" includes, but is not limited to:

the Employer's customer or client identities and lists, information about your Employer's customers or clients, other employees, suppliers and prices or any other information which is retained on your Employer's database or which relates to the Employer's business, including business plans, trade secrets, any of your Employer's finances, any of its dealings, transactions or affairs or the Employer's customer's or client's businesses which is not freely available to the public.

17.1 You agree that during and after the termination of your employment (howsoever caused) you will not disclose to any person for any purpose whatsoever or otherwise make use of any Confidential Information which has come to your attention during the course of your employment. You will at all times protect and maintain the confidentiality of your Employer's information and that of its clients and may only disclose such information as required by law or as is necessary during the course of your duties with your Employer. You understand that this obligation will continue at all times both during and after termination of your employment (howsoever caused) unless or until the information has come into the public domain.

17.2 You will be expected to enter into such further confidentiality agreements as your Employer may from time to time require in respect of protecting its clients' confidential information.

17.3 All confidential information of your Employer or any of its clients which is received by you during the course of your employment shall be the property of your Employer and shall be surrendered by you to your Employer on the termination of your employment, or at any time at the request of your Employer during the course of your employment.

## 18. TERMINATION

18.1 Except in cases of gross misconduct, notice to be given by the Employer to terminate your employment shall be as follows:

<b>Completed period of service</b>	<b>Notice period</b>
Less than 2 years of service	1 week
2 years or more but less than 12 years of service	1 week for each completed year
12 years or more	12 weeks

18.2 If you decide to leave, the period of written notice you are required to give to your Employer to terminate your employment is 1 week regardless of how long you have worked for your Employer.

- 18.3 The Employer reserves the right to require you to take any unused holiday entitlement during any period of notice (whether notice has been given by your Employer or you).
- 18.4 Upon termination of your employment, your Employer has the discretion to make a payment of basic wages in lieu of notice. Your Employer may deduct any money it believes you owe, including but not limited to holiday pay for days taken in excess of your entitlement or overpaid wages and expenses, from your wages or any other sums due to you.
- 18.5 Your Employer reserves the right to dismiss you without notice or payment in lieu of notice in cases of gross misconduct.
- 18.6 At any time during any period of notice of termination served in accordance with this clause (whether given by your Employer or you), your Employer shall be under no obligation to assign any duties or to provide any work to you, shall be entitled to require you to undertake alternative duties and shall be entitled to exclude you from your place of work and prevent you from contacting any of its clients or customers, suppliers or employees provided that this shall not affect your entitlement to receive your wages and other contractual benefits during such period.
- 18.7 Payments of wages on the termination of your employment may be made on the date you would normally receive wage payments and not necessarily upon the termination of your employment.
- 18.8 On the termination of your employment for whatever cause, you must on the last day of employment (or earlier if requested by your manager or a director of the Employer) return to your Employer all property in your possession or your control belonging to your Employer or to any of your Employer's clients or relating to your Employer's business or that of its clients including, but not limited to, documents and any copies of whatever form, vehicles, tools, phones, correspondence, equipment, computer discs and software, credit cards, keys, passes, lists of clients and books. Failure to return items may result in a delay in payment of your final wage.
- 18.9 You shall not at any time after the termination of your employment represent yourself or permit yourself to be represented as being in any way connected to your Employer.

**19. DISCIPLINARY AND GRIEVANCE PROCEDURES**

- 19.1 Your Employer's disciplinary and grievance procedures can be obtained from the Operations Manager. These procedures do not form part of this contract or constitute any contractual rights and obligations as between the Employer and you.
- 19.2 Your Employer has the right to suspend you for any period during which time an investigation under the disciplinary procedure will be undertaken. If you are suspended, you will be informed of this by a director of the Employer and it will be confirmed in writing. During the period of suspension

you must stay away from work. You will be paid your normal wages during any period of suspension.

If you are unhappy with any disciplinary action or a decision to dismiss you then you can exercise your right of appeal under the procedure by application to the Operations Director.

- 19.3 If you have a grievance relating to your employment you should follow your Employer's grievance procedure which is available from the Operations Manager. The person you should raise a grievance with is the Operations Manager.

## **20. DATA PROTECTION**

- 20.1 The Data Protection Act 1998 provides information, obligations and rights to you and your Employer in respect of your Employer obtaining, holding, recording or using any information about you. By obtaining, holding, recording and using information about you, your Employer will be processing your personal data. You accept that your personal data will be held by your Employer in its manual and automated filing systems.

- 20.2 You consent to your Employer processing your personal data, including your "sensitive personal data" which consists of information as to your racial or ethnic origin, your political beliefs or beliefs of a similar nature, whether you are a trade union member, your physical or mental health condition, your sexual life or the commission or alleged commission by you of any criminal offence, for the following purposes:

20.1.1 to keep adequate records relating to your recruitment, employment, work performance, disciplinary record, sickness record, pension details, wages and other benefits, appraisals and all other information arising out of and in connection with the performance of your contract of employment;

20.1.2 to properly administer your employment, your Employer's business and any payments made to you during your employment in order to comply with any legal obligations on your Employer (for example administering sick pay, tax and National Insurance Contributions);

20.1.3 to determine your fitness to carry out your duties;

20.1.4 to monitor employees in order to ensure equality of opportunity;  
and

20.1.5 in order to deal with any emergency that arises in respect of you or any other person.

- 20.3 The probable recipients of your personal data are your Employer and any associated companies such as parent companies, holding companies or subsidiaries, those authorised by you and/or your Employer to receive your personal data and all others to whom your Employer is legally obliged to



disclose the data to or those to whom your Employer deems it necessary or desirable to disclose your personal data for the purposes set out above.

20.4 Your Employer is not aware of any countries outside the European Economic Area to which your personal data will or may be transmitted.

20.5 You will use your best endeavours to keep your Employer informed of any changes to your personal data.

20.6 Your Employer will comply with the Data Protection Act 1998 in the way it processes and manages both personal and sensitive data.

## **21. COLLECTIVE AGREEMENTS**

21.1 There are no collective agreements that affect the terms and conditions of your employment.

## **22. CHANGES TO TERMS OF EMPLOYMENT**

22.1 From time to time either law will change or the way your Employer organises itself or does business will change and it will be necessary to change some of these terms of employment. Your Employer therefore reserves the right to make reasonable changes to any of your terms and conditions of employment by giving you not less than one month's written notice of any such change. Such changes will be deemed to be accepted by you unless you notify your Employer of any objection in writing within 2 weeks of receipt of notification of the change.

## **23. NON ENFORCEMENT DOES NOT WAIVE EMPLOYER'S RIGHT TO ENFORCE THIS CONTRACT**

23.1 Your Employer's failure to enforce its rights under these terms and conditions of employment immediately following a breach of these terms and conditions by you becoming known to your Employer does not amount to an acceptance of your breach or future breaches by your Employer or waiver of your Employer's right to enforce its rights so that action against you by your Employer for your breach can be taken at a later date.

## **24. SEVERABILITY**

24.1 All clauses in this Contract are distinct and severable and if any clause or sub-clause shall be held unenforceable, illegal, void by any court or regulatory authority it shall not affect the validity or legality of the remaining clauses or sub-clauses of this Contract.

## **25. WHOLE AGREEMENT**

25.1 This Contract is the whole agreement between you and your Employer and supersedes all previous contracts, agreements, arrangements or understandings whether oral or written between the parties. No amendment to these terms and conditions of employment will be legally binding unless made in writing and signed by your Employer.

**26. JURISDICTION**

26.1 These terms and conditions of employment are governed by English law and any dispute that arises out of your employment will be determined by the Courts and Employment Tribunals of England.

*To confirm your agreement to the employment with your Employer on these terms and conditions please sign and date both copies of these terms and conditions of employment keeping one copy for yourself and the other to be given to your Employer and retained by it.*

I \_\_\_\_\_ have read and understood this Contract and hereby agree to employment with Additions Contractors Limited on the terms and conditions set out above.

Signed (employee) .....date:.....

Signed (employer) .....date:.....

***THIS IS A LEGALLY BINDING DOCUMENT***