

**EST-VEST  
SERVICES Ltd**

**Workers Handbook  
&  
Contract for Services**

Version 1 of May 2019

# Est-Vest Services Limited Workers Handbook & Contract for Services

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# Est-Vest Services Limited Workers handbook

## INTRODUCTION

### **WELCOME TO OUR TEAM**

This Handbook is designed both to introduce you to our organisation and to be of continuing use during your engagement by Est-Vest. We ask that you study its contents carefully as, in addition to setting out our rules and regulations, it also contains information on some of the main benefits that may be available to you and the policies and procedures relating to your engagement.

It should be read in conjunction with, but does not supersede, the terms included in your Contract for Services, at the end of this handbook, and associated Assignment Schedules, which will at all times prevail.

Compliance with these policies is a condition of your engagement by Est-Vest and failure to do so may lead to further management action, up to and including summary termination of your engagement with Est-Vest Services Ltd.

We reserve the right to modify, rescind, delete or add to the provisions of this Handbook from time to time in our sole and absolute discretion and will notify you of any significant changes that affect you. We reserve the right to interpret the policies in this handbook and to deviate from them when, at our discretion, we determine it is appropriate.

If you require any clarification or additional information, please refer to our office. We can be contacted at

Est-Vest Services Ltd.  
Unit 7 G8, Forum House,  
Empire Way,  
Wembley,  
HA9 0AM.

24 Hr Telephone: 07718 614 435

Email: [info@estvestservices.com](mailto:info@estvestservices.com)

### **REGULAR CONTACT**

For us to be able to offer you suitable assignments and to monitor your well-being when on assignment we need to keep in regular communication. Whilst we will make all practicable efforts to keep in contact with you, if, after a 2-week period, we have not heard from you we will assume you have terminated your contract with us, and forward your P45, and any monies owing, to your last known address.

### **CHANGES IN PERSONAL DETAILS**

You must notify us immediately of any change of name, postal and e-mail address, telephone numbers, etc., so that we can maintain accurate information on our records and contact you whenever necessary.

### **EQUAL OPPORTUNITIES**

It is Est-Vest Services Ltd.'s policy not to practice or tolerate discrimination on grounds of race, colour, religion, nationality, ethnic origin, sex, sexual orientation, gender reassignment, disability, marital status, trade union membership, and hours of employment, family responsibilities or any other personal characteristic.

This policy governs all our internal processes and procedures including those for recruitment and allocation of assignments and our relations with Hirers.

Please advise your supervisor or the Managing Director of Est-Vest Services Ltd if you feel you have been discriminated against.

### **DATA PROTECTION**

Est-Vest Services Ltd will safeguard any personal data we hold on you in accordance with the Data Protection Act.

We will not disclose your data to any third party without your express permission or for any reason other than regulatory requirements or for the purposes of finding you work.

### **ENGAGEMENT**

You are engaged on a contract for services by Est-Vest Services Ltd for the duration of each assignment, to work under the supervision and control of the Hirer.

You are not an employee of Est-Vest Services Ltd nor any Hirer. You are supplied as a worker and are entitled to certain statutory rights which will be provided.

Est-Vest Services Ltd will seek work for you for so long as you wish but are not obliged to offer you work nor are you obliged to accept assignments offered.

### **TERMINATION**

You, Est-Vest or the Hirer may terminate any assignment at any time without prior notice or liability. On termination of an assignment, you are required to return, in good condition, subject to fair wear and tear, any items provided by the Hirer or Est-Vest in connection with that assignment, for example lockers keys, identity cards, documents or Personal Protective Equipment.

You can terminate your engagement by Est-Vest at any time without prior notice or liability.

Est-Vest may terminate your engagement if you do not inform us that you are unable to attend an assignment or are otherwise absent without notification unless you can show that exceptional circumstances prevented you from complying.

If you do not report your availability for work to us for a period of 2 weeks, you will have terminated your contract and your P45 will be sent to your last known address.

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You are required to return all company or Hirer's property upon termination of your engagement for any reason.

On termination, you will be paid for any unclaimed holiday entitlement in the Holiday Year, and Est-Vest reserve the right to deduct any overpayment of wages, holiday pay, non-returned company property or any other monies owed by you to Est-Vest.

## **PAY, TAX & NI and PENSIONS:**

You will be paid weekly in arrears by BACS into your bank account, each Friday. Est-Vest does not pay by cash. If you do not have a bank account or are having difficulty in opening a bank account, please ask our office.

You will only be paid for time you actually spend working. Unless otherwise specified, rest and meal breaks are unpaid.

At the end of each week that you work Est-Vest will require a record indicating the number of hours you worked during that week, authorised by the Hirer. This may be by timesheet, attendance recording system or any other agreed method. Details will be confirmed for each Assignment. Failure to follow the agreed process may result in delayed payment of your wages.

Est-Vest will make deductions from your pay for Income Tax, National Insurance and Statutory Pension Contributions (if due) and any other deductions which we may be required by law to make, and pass them to the relevant bodies. All deductions will be detailed on your payslip.

Please raise any queries relating to your hours of work or other pay matter you may have with our office immediately.

You should make every effort to obtain a permanent UK National Insurance Number as soon as possible. If you are unsure how to do so, please ask our office.

From 1<sup>st</sup> January 2018, we are obliged by law to auto-enrol you into an approved pension scheme. Est-Vest operates an occupational pension scheme administered by NEST (National Employees Savings Trust). We will keep you informed of your eligibility and, if you are eligible, you will be contacted directly by them with a Welcome pack containing details of the Scheme and the contributions will be expected to make. Est-Vest will also contribute in accordance with the rates set by the UK government

## **ASSIGNMENTS:**

Your suitability for work in any assignment is determined solely by Est-Vest which has no liability to you should we fail to offer opportunities to work.

For each assignment, you will receive an Assignment Schedule telling you

- Who the Hirer is and the nature of their business,
- The place of work,
- The type of work to be done
- The date the assignment is to start and its likely duration of the work
- The hours of work,
- The pay rate and
- Any relevant health and safety risks and controls communicated to us by the Hirer.

When on assignment you are required to cooperate with the Hirer's reasonable instructions and accept their direction, supervision and control;

- Observe any relevant rules and regulations of the Hirer's establishment;
- Take all reasonable steps to safeguard your own and other person's health and safety by complying with the Hirer's procedures;
- Not engage in any conduct detrimental to the interests of the Hirer;
- Not at any time divulge to any person, nor use for your own or any other persons benefit any confidential information relating to the Hirer's or Est-Vest's business.

You are obliged to inform us if, during the course of an assignment, the Hirer instructs you to undertake tasks not reasonably included in the job role detailed on the Assignment Schedule or to work through any other agency or as a directly employed worker.

## **WORKING TIME DIRECTIVE:**

Under the Working Time Directive, you may not work for an average of more than 48 hours in any 17-week period unless you agree in writing that this limit should not apply. A 48 Hour Waiver form is available at our office. Any waiver given to this rule may be withdrawn giving us 7 days' notice.

## **BREAKS:**

You are entitled to a break of at least 20 minutes after no more than 6 hours work. Est-Vest will work with the Hirer to ensure you receive this break.

You are also entitled to 11 hours rest between shifts and 1 day off per week or 2 per fortnight. You are strongly encouraged to take your breaks.

Additionally, if you have other paid employment / work you are required to inform Est-Vest.

## **HOLIDAYS:**

You are entitled to 28 days paid holiday per leave year of 1<sup>st</sup> January to 31<sup>st</sup> December each year. The entitlement accrues in proportion to the amount of time worked continuously for Est-Vest. Your precise entitlement is available from Est-Vest on request

Untaken leave may not be carried forward to the next leave year. You are not allowed pay instead of holidays. Public holidays are unpaid unless worked.

# Est-Vest Services Limited Workers Handbook & Contract for Services

To take paid leave during an assignment please notify Est-Vest on the Holiday / Absence Request Form giving notice of at least twice the duration of the leave, to allow us to maintain the service to the Hirer.

Depending on the requirements of the Hirer, specific holiday dates requested may be refused but, in such cases, alternative dates will always be offered.

## **ABSENCE FROM WORK**

If you need time off for any reason, you should request this as far in advance as possible on the Holiday / Absence Request Form.

Circumstances may arise where you need time off for medical/dental appointments, or for other reasons. Where possible, such appointments should be made outside normal working hours. If this is not possible, time off required for these purposes will normally be without pay.

If, for whatever reason, you are unexpectedly unable to come into work or are delayed, preferably you, or someone on your behalf, must notify us by telephone to give details of your absence at least one hour prior to the commencement of your shift. You must state the reason for absence and the date on which you expect to return.

Repeated or prolonged absences of any kind may result in further management action.

## **SICKNESS or INJURY**

If you fall sick or are injured whilst at work, inform your supervisor immediately and follow their instructions. Unless done at the time, also inform us as soon as possible.

At any other time, preferably you, or someone on your behalf, must notify us by telephone to give details of your absence at least one hour prior to the commencement of your shift. You must state the reason for absence and the date on which you expect to return.

A self-certification certificate must be completed by you and returned to Est-Vest on the day of your return to work to cover all periods of absence up to and including seven days (including Saturdays and Sundays).

After seven days of continuous absence, a doctor's certificate must be sent as soon as possible to Est-Vest. Further certificates will be required to cover the total period of absence. It is your responsibility to keep us informed about your progress and your likely date of return. Failure to supply the necessary certificates may result in non-payment of sick pay.

## **STATUTORY SICK PAY**

You may be eligible for Statutory Sick Pay provided that you meet the relevant statutory criteria for absences from work of over 4 days. Please ask our office for details.

Provided you notify us as above, and you qualify, you will be paid SSP in accordance with current legislation and at the current rate.

Requests to substitute sick leave for booked holiday will not be granted. A medical certificate must support any absence from work immediately preceding or after holiday.

When you are off sick, particularly for longer periods, you must remember to stay in touch with us and keep us informed about your progress.

We reserve the right to have you examined by a doctor of our choosing. We may also request, with your permission, a medical report from your doctor.

## **MATERNITY:**

For your safety and that of your unborn child it is essential you inform us if you are pregnant so that your working arrangements can be reviewed.

You may be eligible for Statutory Maternity Leave if you meet the relevant statutory criteria. Please ask our office for details.

## **COMPLAINTS or GRIEVANCE PROCEDURE:**

We want you to let us know if you have work related problems or issues, especially if they are affecting your work.

Please contact us first rather than complaining to the Hirer since most such problems can be resolved quickly and amicably between us.

We aim to pay everyone accurately and on time for work they have done, but sometimes there are mistakes. We may delay payment while we carry out an investigation, which is often because we have not received a timesheet authorised by the Hirer.

We recognise that you are entitled to raise a formal Grievance. To do so you must contact Brett Pearce in writing at the above address. If you do not agree with the findings you must appeal in writing to the Managing Director ( Alexandru Barbacaru ) at the above address. You will receive a response within 5 working days.

We will use your written statement as the basis for carrying out an investigation. The investigation may involve interviewing you and obtaining statements from your fellow workers, people at the Hirer where you were working, and our own personnel.

We may ask you to attend a formal meeting following the investigation and you may be accompanied at the meeting by a work colleague or trade union representative. The findings of the meeting will be issued to you in writing.

We aim to complete the grievance procedures within 20 working days of receipt of the written details.

If you do not agree with the findings you must appeal in writing to the Managing Director at the above address, within 5 working days.

## FINAL DECISION

All appeals will be considered as quickly as possible. The decision made on appeal will be final and will be given to you in writing within 10 days of the decision being made.

## **MALPRACTICE and WHISTLEBLOWING**

It is our intention to operate at all times within all applicable UK laws and regulations at all times.

Separate to the Grievance procedure above, if you have reason to believe that malpractice has or may occur in the areas of

- Criminal offences,
- Anticompetitive behaviour
- Miscarriages of Justice
- Dangers to Health and Safety
- Dangers to the Environment
- Breaches of any Legal and/ statutory obligation
- Deliberate concealment of any of the above,

Please advise the the Managing Director at the above address or alternatively contact the Confidential / 24hr Helpline on 07718 614435

In accordance with your rights under the Public Interest (Disclosure) Act 1998 your anonymity will be respected at all times and, where possible, you will be advised of the outcome of any investigation. You will not suffer any detriment provided you have acted in Good Faith in making your report.

## **CONDUCT MANAGEMENT PROCEDURE**

This procedure manages failure to meet Est-Vest's standards of job performance, conduct (whether during working hours or not) and attendance, or for breach of any of the terms under which a worker is placed on assignment or engaged by Est-Vest Services Ltd. The procedure is non-contractual but applies to all agency workers engaged by Est-Vest Ltd.

The principles behind this procedure are to inform you fully of any issues that may have occurred, to allow you the opportunity to explain the occurrence and / or make appropriate improvements and to allow a practicable route for appeal against any local decision.

Est-Vest reserves the right to depart from the precise requirements of this procedure where it is expedient to do so and where the resulting treatment of the worker is no less fair.

The Hirer may, at any time, require the removal of a worker from assignment to them. In such instances Est-Vest will endeavour to find a suitable alternative assignment for the worker, subject to the outcome of investigations under this procedure, if any. For the avoidance of doubt, the Hirer's decision as to who may work on assignment to them is final.

## INVESTIGATION

Est-Vest's local management should ensure any such issues raised are investigated fairly and dealt with appropriately. They should take advice from senior management or specialist functions within Est-Vest as necessary.

When a formal investigation is conducted, you have the right to:

- sufficient advanced written notice of the issues raised and any meeting to discuss them;
- to be heard in relation to these issues - to ask questions and contradict the evidence;
- to an unbiased investigation and hearing - considering relevant considerations and extenuating circumstances.
- The right to a reasonable and proportionate decision.

This may be accomplished through a face-to-face meeting.

## MEETINGS

At any meeting under this procedure, you may be accompanied by a work colleague or trade union representative. If the designated companion cannot attend the meeting on the date set, the meeting may be postponed by up to 5 days.

The records of formal hearings shall include:

- the advice to you of the purpose of the hearing; the issues to be heard and your right to be accompanied
- confirmation that the parties have had adequate time to prepare for the hearing;
- review of the facts / statements;
- questions from the manager to you and any witnesses;
- questions and comment from you;
- details of any Notice applied, including the agreed improvements required and over what period;
- other decisions given in writing after the meeting.

In all cases, notes will be taken and forwarded to the parties on request.

## NOTICES

Depending upon the seriousness of the issue, the following Notices will normally be given but the procedure may be invoked at any level including summary removal from the assignment or termination.

### 1. VERBAL NOTICE

In the case of minor issues, after suitable investigation, you will be given a verbal notice and be advised that the notice constitutes the first formal stage of the procedure and that a note will be placed on record. Repetition of the issue or a failure to improve will lead to further action.

### 2. WRITTEN NOTICE

In the case of serious issues or a repetition of earlier minor issues, after suitable investigation, you will be given a written notice setting out the nature of the problem, the likely consequences of repetition and specifying, if appropriate, the improvement required and over what period.

### 3. FURTHER WRITTEN NOTICE

In the case of further repetition of earlier issues, if you fail to improve or if the issue, whilst falling short of gross misconduct, is serious enough to warrant only one written warning, you will be given a further written notice setting out the nature of the issue, a statement that any recurrence will lead to termination of your contract with Est-Vest Services Ltd and specifying, if appropriate, the improvement required and over what period.

#### TERMINATION

In the case of gross misconduct, or if all previous stages of the procedure have been exhausted, your engagement by Est-Vest Services Ltd will normally be terminated.

#### GROSS MISCONDUCT

The following (not exhaustive) types of behaviour are likely to constitute gross misconduct and will normally be dealt with by way of summary termination of their contract with Est-Vest without any payment in lieu of notice.

- Aggressive, threatening, abusive or offensive verbal or physical behaviour;
- Deliberate, negligent or malicious waste or damage to the Hirer's or other's property;
- Theft or attempted theft of Est-Vest's, the Hirer's or other's property;
- Sexual or racial discrimination or harassment or any other form of discrimination or harassment;
- Serious breaches of Health and Safety or involvement in activities likely to endanger others' safety;
- Consumption, possession or sale of alcohol or drugs or other illegal substances or being under the influence of alcohol, drugs or other illegal substances on Hirers' premises;
- Serious breaches of Est-Vest's or Hirer's policies and procedures, including confidentiality, security, hygiene, food safety or other client procedure or requirement;
- Insubordination, including insolence or failure to carry out instructions or disregard of duties or instruction;
- Gross negligence or actions which lead to loss of trust and confidence in the worker's ability to do the assigned work.
- Leaving an assignment mid-shift without notification.
- Un-notified non-attendance when booked on assignment
- Misuse or unauthorised use of computers, electrical equipment or telephones;
- Falsification of records, such as particulars of job applications; records of hours worked; records of driving hours; claiming tax and NIC relief on expenses without entitlement.
- Deliberate and serious breaches of confidence in relation to Est-Vest or the Hirers' affairs (subject to the Public Interest (Disclosure) Act 1998);
- Persistent failure to notify Est-Vest by the required deadline, of any period in which the worker anticipates not being on assignment;
- Failure to comply with the requirements to notify Est-Vest of the worker's availability for work during periods when they are not on assignment;
- Refusal to accept a reasonable and suitable offer of work under an assignment;
- Persistent failure to submit timesheets in respect of work done;
- Convictions for any serious criminal offence;

#### APPEAL

If the worker is dissatisfied with the outcome of any stage of this procedure, they may appeal in writing to the Managing Director at Est-Vest's address as above within 5 working days of the date of the decision which forms the subject of the appeal.

Reasons for the appeal must be stated. Mere disagreement with the disciplinary action taken will not be considered as a suitable basis for an appeal.

Where an appeal relates to a removal from assignment or termination, for the avoidance of doubt, the removal or termination will remain effective pending the outcome of the appeal.

#### FINAL DECISION

All appeals will be considered as quickly as possible. The decision made on appeal will be final and will be given to you in writing within 10 days of the decision being made.

### **MODERN SLAVERY AND HIDDEN LABOUR EXPLOITATION**

Modern Slavery is the fastest growing criminal industry in the world, second in profitability only to drugs. It includes activities such as Human Trafficking, where people are transported to jobs, often outside their own country, by deception, intimidation or force, Forced Labour, where peoples are made to work for the gain of others and more general Exploitation, where people do not receive the full rights and benefits of their work.

Reputable Labour providers, and the UK Government, are determined to ensure these practices are not tolerated and to expose any hidden instances that they can discover

Are you or anybody you know

- being forced to work when you don't want to?
- paying someone money to give you work?
- being forced to live in accommodation against your will?
- having someone else controlling your identity documents or bank account?
- having you or your family threatened or intimidated?

If so report it to: Est Vest Services Confidential / 24hr Helpline 07718 614435;

Report it to the Gangmasters Licensing Authority on 0800 432 0804 or

Modern Slavery Helpline on 0800 0121 700 or at <https://modernslavery.co.uk/contact.html>.

Call the Police in an emergency on 999, or 101 if it is not urgent.

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For personal help and support if you are a victim - Call Migrant Help on 07766 668781 or the Salvation Army on 0300 303 8151.

## **COMMITMENT TO HEALTH AND SAFETY:**

Est-Vest Services Ltd and our Hirers are committed to ensure a safe and healthy working environment for all workers.

You will be working under the supervision, direction and control of the Hirer and must make sure that you are familiar with, and comply with, the rules and procedures at each site, as explained to you during your induction at the start of the assignment.

## **SITE SPECIFIC RISKS**

Under our terms of business, Hirers are required to provide appropriate instructions and comprehensive information regarding any risks known to them to which you may be exposed and the steps they take to prevent or control such risks. Any information we obtain from the Hirer relating to your health and safety on an assignment will be made available to you before the assignment starts.

## **YOUR RESPONSIBILITIES:**

We recognise that it is not possible to prepare safety rules that will meet every possible eventuality, however, we expect you to act in a sensible manner and, in particular, to obey all the following:

1. You must comply with each Hirer's health and safety at work policy and observe rules and regulations to which your attention has been drawn or which you might reasonably be expected to ascertain.
2. You are required to 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.
3. If asked to use unfamiliar equipment or lift heavy objects or do anything you are not sure about, please ask your supervisor for advice.
4. If you are pregnant or have recently given birth, you must inform our office immediately and we will advise the Hirer to consider any special requirements indicated by a further risk assessment

There is a legal duty imposed upon you to comply with these rules and breaches may result in termination of your engagement with Est-Vest Services Ltd. Breach of Health and Safety legislation by you may also constitute a criminal offence, possibly resulting in action taken against you as an individual.

## **COMMUNICATION AND TRAINING:**

In addition to this handbook, you will receive site-specific health, safety, welfare and hygiene familiarisation through job specific training, including health and safety issues, provided by the Hirer at the start of your assignment.

You should not operate any plant / equipment / vehicles without the appropriate training, authorisation and qualification to do so.

If you require assistance or have any health and safety issues or concerns you should raise it with the Hirer's supervisor, workforce safety representative or Est-Vest.

## **HEALTH & HYGIENE:**

You must inform Est-Vest of any medical condition that could affect the safety of yourself or others. If before work or at any stage during work, you are suffering from or have been in contact with anyone who is or may be suffering from infectious or contagious illness you must seek medical advice and not report for work. If a doctor advises you have a work related reportable disease, tell us immediately.

Certain assignments will require specific levels of personal hygiene and may ban certain items of clothing or jewellery. You will be advised of such requirements before you report for work.

## **ACCIDENT REPORTING AND FIRST AID:**

The Hirer is required to provide temporary workers with the same first aid facilities and personnel they have provided for their own employees

At each Hirer where you work you should identify the First Aid trained staff/Appointed Persons who will treat any injury.

In the first instance, you must immediately report any injuries (including because of physical violence), any ill health on site or any accident and dangerous incident relating to your work or workplace to the Hirer so that they can enter the details in their Accident Book. You must also inform Est-Vest as soon as possible.

You must cooperate with the Hirer and Est-Vest as they conduct any required accident investigations.

## **PERSONAL PROTECTIVE EQUIPMENT (PPE):**

If you are provided with any protective clothing and equipment (PPE) during the course of an assignment, please make sure:

1. You use all items of protective clothing/equipment provided as instructed.
2. You do not misuse or wilfully damage any item of protective clothing/equipment.
3. You store and maintain protective clothing/equipment in the approved manner.
4. You report any damage, loss, fault or unsuitability of protective clothing/equipment to the Hirer's supervisor or Est-Vest.
5. You return all items of PPE provided in reasonable condition, subject to fair wear and tear, when requested or at the end of the assignment.

You are not required to pay for any PPE issued unless you lose, damage or fail to return it. All items issued to you will be recorded on a PPE Issue Form, detailing each item issued and its replacement cost should you fail to return it.

## SAFE WORKING

### MANUAL HANDLING



If you have any doubt about lifting any item,

- Ask for assistance before attempting to lift.
- Use a mechanical handling device you have been trained to use



Think before lifting/handling

- Plan the action
- Where is the load going to be placed?
- Will help be needed with the load?
- Remove obstructions such as discarded wrapping materials.
- For a long lift, consider resting the load midway on a solid surface to change grip.



Adopt a stable position

- The feet should be apart with one leg slightly forward to maintain balance (alongside the load, if it is on the ground).
- Be prepared to move your feet during the lift to maintain stability.
- Avoid tight clothing or unsuitable footwear, which may make this difficult.



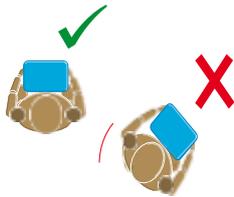
Start in a good posture.

- Get a good hold. If a close approach to the load is not possible, try to slide it towards the body before attempting to lift it.
- Where possible, the load should be hugged as close as possible to the body. This may be better than gripping it tightly with hands only.
- At the start of the lift, slight bending of the back, hips and knees is preferable to fully flexing the back (stooping) or fully flexing the hips and knees (squatting).
- Don't flex the back any further while lifting. This can happen if the legs begin to straighten before starting to raise the load.



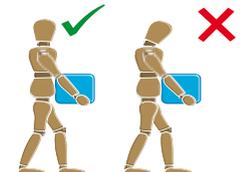
Keep the load close to the body for as long as possible while lifting.

- Keep the heaviest side of the load next to the body
- Use the body's weight when pushing or pulling.
- Move the load in short stages.



Avoid twisting the back or leaning sideways especially while the back is bent.

- Shoulders should be kept level and facing in the same direction as the hips.
- Turning by moving the feet is better than twisting and lifting at the same time



Keep the head up when handling any load

- Look ahead, not down at the load, once it has been held securely.
- Move smoothly to keep better control and decrease the risk of injury.



Put down, then adjust

- At the start of the lower slight bending of the back, hips and knees is preferable to fully flexing the back (stooping) or fully flexing the hips and knees (squatting).
- Don't flex the back any further while lowering. This can happen if the legs remain straight when lowering the load.
- If precise positioning of the load is necessary, put it down first, then slide it into the desired position.

## MACHINERY SAFETY

1. You must not operate any machine, plant or equipment unless you have been trained and authorised to do so.
2. You must make full and proper use of all machine guarding.
3. You must report immediately any fault, damage, defect or malfunction in any machinery, plant, equipment tools and guards to the Hirer's supervisor.
4. You must not make any repairs or carry out maintenance work of any description unless authorised to do so.
5. You must not clean any machinery, plant or equipment whilst it is in motion.
6. You must not leave any plant, machinery or equipment in motion and unattended unless authorised to do so.
7. If you are under the age of 18 years old you must not operate any prescribed dangerous machinery.



## CHEMICAL SAFETY



1. You must use store and return all substances, chemicals, liquids etc., in accordance with written assessments and instructions.
2. You must clear up any spillage of liquids within the work area in the prescribed manner and report any hazardous conditions that exist.
3. You must deposit all waste chemicals and oils at the correct disposal points and in prescribed manner.
4. You must not pollute watercourses, sewers or drains with chemicals, oils or other substances.

## FIRE:

The following is general advice only. Make sure you know the procedure for the location in which you are working.

1. Help to avoid fires: Keep fire doors shut; Do not obstruct escape routes; Do not allow rubbish to accumulate; Observe no smoking rules. If smoking allowed, extinguish cigarettes properly in ashtrays not rubbish bins.
2. Ensure your presence on site is recorded when you start work or move areas during your shift. Ensure you are signed out when you move areas or finish your shift.
3. On entering a new area make yourself aware of the emergency evacuation routes, fire call points and fire exits and fire evacuation points.
4. If you discover a fire, raise the alarm, by activating the nearest call point or by shouting FIRE.
5. If the fire alarm sounds, leave the building via the nearest fire exit. Go to your designated fire assembly point. Do not run, do not panic and do not stop to collect personal belongings.
6. At the assembly point listen for your name to be called on a roll call, if it is not called inform the roll caller immediately. Remain at the assembly point until the person in charge instructs otherwise.



## HEALTH AND SAFETY SIGNS

These are the most common signs that you could see on your assignments and what they mean.

Mandatory Signs – YOU MUST NOT



Warning Signs – BEWARE OF



Information Signs – COME HERE



Advisory Signs – DO THIS



# Est-Vest Services Limited Contract for Services

## Contract for Services for the Engagement of an Agency Worker – Version 1 of March 2017 BETWEEN

**Est-Vest Services Ltd** (and its successors), a company incorporated in England and Wales under company number 10557645 with registered office at Unit 7 G8, Forum House, Empire Way, Wembley, HA9 0AM (“the Company”);

and

**The Agency Worker** detailed below (“the Agency Worker”).

**IT IS AGREED** as follows

### 1. Interpretation and Definitions

- 1.1 Unless the context otherwise requires, references to the singular include the plural, and references to the masculine include the feminine and vice versa.
- 1.2 The headings contained in the Agreement are for convenience only and do not affect their interpretation. In these Terms of Engagement the following definitions apply:
  - “**Agreed Deductions**” means any deductions the Agency Worker has agreed can be made from their pay;
  - “**Assignment**” means the period during which the Agency Worker is supplied by the Company to provide services to the Hirer. Each Assignment period will end when the Agency Worker ceases to be supplied to a Hirer or be available for work except where this relates to normal shift breaks or approved absences.
  - “**Assignment Schedule**” means the schedule or written details agreed between the Company and the Agency Worker for each Assignment containing all relevant particulars of the Assignment;
  - “**AWR**” means the Agency Workers Regulations 2010 (as amended from time to time)
  - “**Hirer**” means the person, firm or corporate body together with any subsidiary or associated company as defined by section 1159 of the Companies Act 2006 to whom the Agency Worker is supplied or introduced and includes any third party for whom the Agency Worker works pursuant to these Terms of Engagement on behalf of the Hirer.
  - “**Qualifying Period**” means the period as defined in Regulation 7 of the AWR for the Agency Worker to become entitled to the same basic working and employment conditions as defined in Regulation 5 of the AWR.
  - “**Relevant Period**” means (a) a period of 8 weeks after the last day on which the Agency Worker worked for the Hirer having been supplied by the Company; or (b) a period of 14 weeks from the first day on which the Agency Worker worked for the Hirer having been supplied by the Company or 14 weeks from the first day of the most recent Assignment where there has been a break of more than 6 weeks (42 days) since any previous assignment;
  - “**Terms**” means the terms and conditions set out herein together with any Assignment Schedule to these terms;

### 2. The Contract

- 2.1 These Terms constitute the entire agreement between the Company and the Agency Worker and supersede all previous agreements between the parties in relation to the subject matter hereof and shall govern all Assignments undertaken by the Agency Worker. These Terms shall prevail over any other terms put forward by the Agency Worker.
- 2.2 No contract shall exist between the Company and the Agency Worker between Assignments.
- 2.3 No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Company and the Agency Worker and set out in writing and signed by both parties. A copy of the varied terms shall be given to the Agency Worker stating the date on or after which such varied terms shall apply.
- 2.4 If there is a conflict between these Terms and an Assignment Schedule, save for where expressly stated otherwise the Assignment Schedule shall take precedence.

### 3. Agency Worker’s Status

- 3.1 During an Assignment the Agency Worker will be engaged by the Company under a contract for services.
- 3.2 The parties acknowledge that the Agency Worker is not an employee of the Company, and these Terms shall not give rise to a contract of employment between the Company or the Hirer and the Agency Worker.
- 3.3 The Agency Worker is supplied as a worker and is entitled to certain statutory rights. Nothing in these Terms shall be construed as giving the Agency Worker rights in addition to those provided by statute except where expressly stated.

### 4. Assignments

- 4.1 The Company will endeavour to obtain suitable Assignments for the Agency Worker to perform the agreed type of work shown in the Assignment Schedule.
- 4.2 The parties agree that the Agency Worker shall not be obliged to accept any Assignment offered by the Company, and the Company shall incur no liability to the Agency Worker should it fail to offer Assignments to the Agency Worker.
- 4.3 The Agency Worker acknowledges that due to the nature of temporary work there may be periods when no suitable work is available and the Agency Worker agrees that the suitability of work shall be determined solely by the Company.
- 4.4 For the purpose of calculating the average number of weekly hours worked by the Agency Worker on an Assignment for the purposes of the Working Time Regulations 1998 (as amended), the start date for the relevant averaging period shall be the date on which the Agency Worker commences the first Assignment.

4.5 The Agency Worker acknowledges that should the Hirer or any third party introduced to the Agency Worker by the Hirer wish to engage the Agency Worker either directly or through another employment business, before or during an Assignment or during the Relevant Period, the Company will be entitled to either charge the Hirer a transfer fee or to agree an extended hire period with the Hirer at the end of which the Agency Worker may be engaged directly by the Hirer or the third party or through another employment business.

## 5. Company's Obligations

5.1 When an Assignment is offered to the Agency Worker the Company shall provide the Agency Worker with an Assignment Schedule.

5.2 If a variation to the Assignment Schedule is agreed between the Agency Worker and the Company, the Company shall provide a copy of the Assignment Schedule confirming the agreed variation to the Agency Worker by no later than 5 business days following the day on which the variation was agreed.

5.3 An Assignment Schedule may not be provided by the Company to the Agency Worker in the following circumstances:

5.3.1. where the Agency Worker is being offered an Assignment in the same position as they have undertaken within the previous five working days and the Assignment Schedule has already been provided to the Agency Worker; or

5.3.2. where the Assignment is intended to last for 5 consecutive working days or less and the Assignment Schedule has been previously provided to the Agency Worker before and the details remain unchanged. In such situation the Company may only provide written confirmation of the identity of the Hirer and the likely duration of the Assignment. Where the Assignment subsequently extends beyond 5 working days, the Company shall provide an Assignment Schedule to the Agency Worker within 8 days of the start date of the Assignment.

## 6. Agency Worker's Obligations

6.1 The Agency Worker shall during every Assignment and afterwards where appropriate:

6.1.1. co-operate with the Hirer's reasonable instructions and accept the direction and supervision of any responsible person in the Hirer's organisation;

6.1.2. make themselves available to the Hirer for not less than the minimum daily working hours (the Assignment Work Pattern), shown on the Assignment Schedule.

6.1.3. observe all relevant rules, policies and regulations of the Hirer site of which they are made aware, or which they might reasonably expect to ascertain;

6.1.4. take all reasonable steps to safeguard their own safety and that of any other person who may be affected by their actions during the Assignment;

6.1.5. not engage in any conduct detrimental to the reasonable interests of the Company or the Hirer including without limitation any conduct reasonably likely to bring the Company or the Hirer into disrepute, or which results in the loss of custom or business;

6.1.6. conduct him/herself in a professional manner, to dress appropriately, to wear any form of identification required by the Hirer and to observe all applicable laws;

6.1.7. at the end of the Assignment or on demand, return to the Company or the Hirer as directed, all property of the Company or Hirer including but not limited to all equipment, materials, documents (including copies) and other such materials, security passes, keys, uniforms, personal protective equipment or clothing.

6.2 If the Agency Worker is unable for any reason to attend work during the course of an Assignment they should inform the Company, prior to the working day or hours. The Hirer should be contacted where contact with the Company is not possible, but the Agency Worker must also inform the Company at the first possible opportunity.

6.3 Where the Agency Worker becomes aware of any reason why they may not be suitable for an Assignment either before the commencement of or during the Assignment they shall notify the Company immediately.

6.4 By commencing an Assignment, the Agency Worker acknowledges that he/she is not aware of anything which will cause a detriment to his/her interests and/or the interests of the Company and/or the interests of the Hirer by being engaged in such an Assignment. The Agency Worker shall inform the Company immediately if he/she becomes aware of any circumstances which would render such engagement so detrimental. The Agency Worker will notify the Company immediately of any circumstances that might reasonably affect the willingness of a Hirer to accept his/her services.

6.5 The Agency Worker warrants that all information given to the Company as to his/her identity, permission to work in the UK, experience, training, qualifications and authorisations which the Hirer considers are necessary, or which are required by law or by any professional body to work in the position which the Hirer seeks to fill is true and complete.

6.6 Prior to commencement of any Assignment, the Agency Worker shall inform the Company if s/he is aware that s/he has worked for the Hirer (or for any company which is a parent company of, subsidiary company of, or shares an ultimate parent company with the Hirer) including via another employment business or third party at any time since 1<sup>st</sup> October 2011 up to commencement of the most recent Assignment and if so, details of when and in what role(s), including details of any breaks between periods of work, and the reasons for such breaks.

6.7 Where an Agency Worker believes that s/he is entitled to access to collective facilities and amenities or to be informed of any relevant vacant posts with the hirer or, having completed the Qualifying Period for an Assignment, s/he is entitled to but has not received the same basic working and employment conditions (as defined in the AWR) as if s/he were directly recruited by the Hirer, the Agency Worker should discuss this with the Company or otherwise raise this in writing with the Company setting out the premise for the concern.

6.8 The Agency Worker acknowledges that any breach of their obligations under this clause may cause the Company to suffer loss and they agree that the Company reserves the right to make a claim for damages to recover such losses from the Agency Worker.

## 7. Timesheets

- 7.1 At the end of each week of an Assignment, unless instructed otherwise, the Agency Worker shall deliver to the Company a fully and accurately completed timesheet indicating the number of hours worked during the preceding week (or such lesser period) and signed by an authorised representative of the Hirer.
- 7.2 Subject to clause 7.3 the Company shall pay the Agency Worker for all hours worked regardless of whether the Company has received payment from the Hirer for those hours.
- 7.3 Should the Agency Worker fail to submit a properly completed or authorised timesheet the Company shall conduct an investigation regarding the hours claimed by the Agency Worker and the reasons for the Hirer's refusal to sign a timesheet in respect of those hours. The Company shall endeavour to complete the investigation in a timely manner however this may delay any payment due to the Agency Worker.
- 7.4 The Company shall make no payments to the Agency Worker for hours not worked.
- 7.5 For the purposes of the Working Time Regulations 1998 (as amended), the Agency Worker's working time shall only consist of those periods during which they undertake work for the Hirer as part of the Assignment. Subject to any amendments made to the Agency Worker's basic working conditions during the term of this Agreement in compliance with Regulation 5 of the AWR, time spent travelling to the Hirer's premises, lunch breaks and other rest breaks shall not count as part of the Agency Worker's working time for these purposes.

## 8. Payment

- 8.1 The Company shall pay to the Agency Worker the rate of pay set out in the relevant Assignment Schedule which will be paid for time worked during an Assignment weekly in arrears. The hourly rate may vary but will be at least equivalent to the appropriate statutory minimum wage in force at the time for the work undertaken.
- 8.2 The parties acknowledge that the Company is required to make certain deductions from the Agency Worker's pay. Pay will be subject to deductions in respect of PAYE pursuant to Sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003 and Class 1 National Insurance Contributions, and any other deductions which the Company may be required by law to make and, any Agreed Deductions, and that the Company is entitled to make deductions from the Agency Worker's pay for any overpayment of wages, holiday pay, non-returned company property and for any monies owed to the Company by the Agency Worker.
- 8.3 The Agency Worker may by virtue of having completed the Qualifying Period for an Assignment be entitled under the AWR to an increase in his/her pay and other emoluments and any such variation will be notified to the Agency Worker in the Assignment Schedule.
- 8.4 The Agency Worker agrees to comply with any requirements of the Company and/or the Hirer relating to the assessment of the Agency Worker's performance for the purpose of determining entitlement to any element of pay including bonuses.
- 8.5 Subject to any statutory entitlement under the relevant legislation referred to in clauses 9 and 10 below and any other statutory entitlement, the Agency Worker is not entitled to receive payment from the Company or the Hirer for time not spent on Assignment, whether in respect of holidays, illness or absence for any other reason unless otherwise agreed.

## 9. Statutory Paid Annual Leave

- 9.1 Subject to any increased entitlement pursuant to the AWR, the Agency Worker is entitled to paid annual leave for time worked during an Assignment according to the statutory minimum as amended from time to time.
- 9.2 The current statutory entitlement to paid annual leave is 5.6 weeks or, where relevant, as per the appropriate statutory minimum which applies to the role that the Agency Worker is undertaking.
- 9.3 In the event that the Agency Worker is entitled to an increase in paid and/or unpaid annual leave, by virtue of having completed the Qualifying Period any such increase in entitlement will be notified to the Agency Worker in the Assignment Schedule.
- 9.4 The Leave Year is the annual period during which the Agency Worker accrues and may take statutory leave and commences 1<sup>st</sup> January and runs until 31<sup>st</sup> December of each year
- 9.5 Unless otherwise stated in the relevant Assignment Schedule, paid annual leave accrues in proportion to the annual leave entitlement for the amount of time worked by the Agency Worker on Assignment during the Leave Year. Annual leave does not accrue for any time when the temporary worker is not working on Assignment.
- 9.6 Save where this clause is amended by the relevant Assignment Schedule, in the course of any Assignment during the first Leave Year, the Agency Worker is entitled to request leave at the rate of one-twelfth of the Agency Worker's total holiday entitlement in each month of the leave year.
- 9.7 Unless otherwise stated in the relevant Assignment Schedule, where an Agency Worker wishes to take paid leave during the course of an Assignment they should notify the Company of the dates of their intended absence giving notice of at least twice the length of the period of leave that they wish to take. Where the Agency Worker has given notice of a request to take paid annual leave in accordance with this clause, the Company may give counter-notice to the Agency Worker to postpone or reduce the amount of leave that the Agency Worker wishes to take. In such circumstances the Company will inform the Agency Worker in writing giving at least the same length of notice as the period of leave that it wishes to postpone or reduce it by.

- 9.8 The Company may require the Agency Worker to take paid annual leave at specific times or notify the Agency Worker of periods when paid annual leave cannot be taken.
- 9.9 Unless otherwise stated in the relevant Assignment Schedule, where a Bank or Public Holiday falls during an Assignment and the Agency Worker does not work on that day, then, subject to the worker having accrued entitlement to payment for leave, the Agency Worker may upon giving notice be paid for that day as part of their annual leave entitlement.
- 9.10 Payment for annual leave is calculated in accordance with statutory requirements and by reference to the worker's average remuneration for all hours worked at basic rate over the previous 12 worked weeks.
- 9.11 Unless otherwise stated in the relevant Assignment Schedule, all entitlement to leave must be taken during the course of the Leave Year in which it accrues and none may be carried forward to the next year. The Agency Worker is responsible for ensuring that all paid annual leave is requested and taken within the Leave Year.
- 9.12 Where this contract is terminated by either party, the Agency Worker shall be entitled to a payment in lieu of any untaken leave where the amount of leave taken is less than the amount accrued at the date of termination.

## 10. **Statutory Sick Pay**

- 10.1 The Agency Worker may be eligible for Statutory Sick Pay provided that they meet the relevant statutory criteria.
- 10.2 The Agency Worker is required to provide the Company with evidence of incapacity to work which may be by way of a self-certificate for the first 7 days of incapacity and a doctor's certificate thereafter.
- 10.3 For the purposes of the Statutory Sick Pay scheme the qualifying days for entitlement to payment are the days on which the Agency Worker is due to work on an Assignment. Statutory Sick Pay is not payable for the first three qualifying days in a period of incapacity for work.
- 10.4 For the avoidance of doubt where the Agency Worker was not due to work on an Assignment there is no entitlement to Statutory Sick Pay.
- 10.5 In the event that the Agency Worker submits a Statement of Fitness for Work or similar medical evidence, which indicates that the Agency Worker may, subject to certain conditions, be fit to work/return to work, the Company will in its absolute discretion determine whether the Agency Worker will be (a) placed in a new Assignment or (b) permitted to continue in an ongoing Assignment. In making such determination the Company may consult with the Hirer and the Agency Worker as appropriate to assess whether the conditions identified in the Statement or similar documentation can be satisfied for the duration of the Assignment. In such a case the Agency Worker's placement in a new Assignment or continuation in an ongoing Assignment may be subject to the Agency Worker agreeing to a variation of the Terms or the assignment details set out in the Assignment Schedule to accommodate any conditions identified.

## 11. **Termination**

- 11.1 Either party may terminate an Assignment or these Terms at any time without prior notice or liability.
- 11.2 The Agency Worker acknowledges that the continuation of an Assignment is subject to and conditioned by the continuation of the contract between the Company and the Hirer. In the event that the contract between the Company and the Hirer is terminated for any reason the Assignment shall cease with immediate effect without liability of the Company (save for payment for hours worked by the Agency Worker up to the date of termination of the Assignment).
- 11.3 If the Agency Worker does not inform the Company or the Hirer that they are unable to attend work during the course of an Assignment pursuant to clause 6.2 this will be treated as termination of the Assignment by the Agency Worker in accordance with Clause 11.1, unless the Agency Worker can show that exceptional circumstances prevented them from complying with their obligations under Clause 6.2.
- 11.4 If the Agency Worker is absent during the course of an Assignment and the Assignment has not been otherwise terminated under Clauses 11.1 or 11.3 the Company will be entitled to terminate the Assignment in accordance with Clause 11.1 if the work to which the Agency Worker was assigned is no longer available.
- 11.5 If the Agency Worker does not report to the Company to notify their availability for work for a period of 2 weeks, the Company will forward their P45 to their last known address and terminate this contract.

## 12. **INTELLECTUAL PROPERTY RIGHTS**

The Agency Worker acknowledges that all copyright, title and interest of whatever nature (including but not limited to copyright and patent application rights) and all other intellectual property rights deriving from work carried by them for the Hirer in connection with an Assignment shall vest in and remain the property of the Hirer throughout the world free from any interest of the Agency Worker, and the Agency Worker will do anything that the Hirer may reasonably require in order effectively to vest such rights in the Hirer or such third party as the Hirer specifies or to evidence the same (whether before or after the termination of these Terms).

## 13. **CONFIDENTIALITY**

- 13.1 The Agency Worker may, become privy to the confidential information of the Company or any Hirer at which the Agency Worker works on Assignment.
- 13.2 Confidential Information shall mean any confidential information belonging to or about the Hirer or the Company, which if used by the Agency Worker other than in the course of the Assignment for the benefit of the Hirer or if disclosed to any third party either during or at any time after the termination of the Assignment would be of value or could cause damage to the Hirer or the Company whether directly or indirectly. Confidential information is confidential if it is labelled confidential, if the Hirer expressly states (whether in writing or otherwise) to the Agency Worker that the information is confidential or if the Agency Worker ought to have known that the information may be confidential.

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- 13.3 Unless required to do so in the proper performance of their duties, the Agency Worker must not divulge or communicate to any person; use for any purposes other than those of the Company or, as appropriate, any Hirer; or cause any unauthorised disclosure, through any failure to exercise due care and attention, of any confidential information relating to the Company or any Hirer.
- 13.4 The Agency Worker agrees to deliver up to the Hirer or the Company (as directed) at the end of each Assignment all documents and other materials belonging to the Hirer (and all copies) which are in its possession including documents and other materials created by them during the course of an Assignment; and
- 13.5 The restrictions under this Confidentiality Clause shall continue to apply after the termination of this Agreement without limit in point of time but shall cease to apply to information or knowledge which is ordered to be disclosed by a Court of competent jurisdiction or otherwise required to be disclosed by law or which comes into the public domain other than as a result of a breach by the Agency Worker of their obligations under this Agreement.
14. **Data Protection**  
The Agency Worker agrees that the Company may collect, retain and process sensitive personal data (for the purposes of the Data Protection Act 1998) relating to them, including medical details and details of gender, race and ethnic origin.
15. **General**
- 15.1 If any provision, clause or part-clause of these Terms is held to be invalid, void, illegal, or otherwise unenforceable by any judicial body, the remaining provisions of this Agreement shall remain in full force and effect to the extent permitted by law. Any delay by the Company in responding to any breach by the Agency Worker of this Agreement shall not be deemed nor operate as a waiver of that breach. If the Company expressly waives a breach of this Agreement by the Agency Worker, this will not constitute a waiver of any future breach.
- 15.2 The Company shall act as a gangmaster (as defined in Section 4 of the Gangmasters (Licensing) Act) when introducing the Agency Worker into Assignments with its Clients to which this Act applies and as an employment business (as defined in Section 13(3) of the Employment Agencies Act 1973) when introducing or supplying the Agency Worker into all other Assignments with its Hirers.
- 15.3 All notices which are required to be given in accordance with this Agreement shall be in writing and may be delivered personally or by first class prepaid post to the registered office of the party upon whom the notice is to be served or any other address that the party has notified the other party in writing, by email or facsimile transmission. Any such notice shall be deemed to have been served: if by hand when delivered; if by first class post 48 hours following posting; and if by email or facsimile transmission, when that email or facsimile is sent.
- 15.4 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 in respect of any dispute arising from these Terms or its subject matter.
16. **Pension**  
The Company will comply with the pension duties in respect of the Agency Worker in accordance with Part 1 of the Pensions Act 2008. A contracting out certificate is not in force in respect of the Agency Worker's engagement.

**I confirm that a copy of the Contract for Services for the Engagement of an Agency Worker – Version 1 of March 2017 has been provided by the Company and received by the Agency Worker.**

<b>For and on behalf of the Agency Worker</b>		
<b>Signature</b>		<b>Print Name</b>
<b>Date</b>		<b>Current Address</b>
<b>OFFICE USE</b>		
<b>Unique Reference</b>		
<b>For and on behalf of the Company</b>		
<b>Signature</b>		<b>Print Name</b>
<b>Date</b>		