

About this form:-

- 1. You will need to print off the document twice and ask the worker to sign one copy where indicated for us to retain. You should point out to the worker that if he does not want to opt out of the 48 hour working week limit, he should tick the box on page 4. You should also point out that if he does not want to have the Personal Accident Insurance premium deducted from his pay, then he should tick the appropriate box on page 4.**
- 2. Check the document(s) the worker has provided as proof of the right to work in the UK and photocopy.**
- 3. Return photocopies and signed terms to Payroll Department.**
- 4. If the temporary worker completing this form is not seeking Construction work, please amend the entry in the box midway on page 1 of the terms accordingly.**

If you have already got the temporary worker to complete these forms, please notify your Payroll Administrator by email – this is to prevent Payroll sending another set of blank forms.

IMPORTANT What you need to do:-

- 1) Enter your details on this page.
- 2) Sign and date where indicated on page 4.
- 3) Right to work in the UK – enclose original documents – see page 5.
- 4) Complete the skills and criminal record check (page 6).
- 5) Either take in to one of our offices or return by post today. If you are concerned about losing your document(s) in the normal post, then please send it (them) by Special Delivery and we will return it (them) to you using the same method.



TERMS OF ENGAGEMENT OF TEMPORARY WORKERS (HOLIDAY WITH PAY) HWP

Between **WORKMATES & DANIEL OWEN LTD** and the **TEMPORARY WORKER** named below.

Enter Your Details

PLEASE USE CAPITALS

Full Name	Date of Birth
Address	Tel. No
.....	Profession/Trade
.....Postcode.....	N.I.No <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
e-mail Address:	
Clock Number <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> (WM to complete)	

For Payment by BACS

Please enter the account details into which you would like to receive your payments – PLEASE WRITE CLEARLY.

Name of bank:

Account holder's name:

Account Number:

Sort Code:

Building Society Roll No. (if applicable)

NOTE – The payment should be in your account on Thursday or latest Friday (providing we get your hours on time). If the above details are different from those you have already given us please telephone 0118 9521040.

We shall seek for you the following types of work: **Construction work**

1. **PARTIES**
 - 1.1. In these terms of engagement (the "Terms") we, Workmates & Daniel Owen Limited of Hadwyn House, Field Road, Reading, Berkshire RG1 6AP, are referred to as "we", "us", "our" and "ours", and you, the person whose name and details appear above, are referred to as "you" and "your". Together you and us are referred to as the "Parties".
2. **DEFINITIONS**
 - 2.1. In these Terms the following definitions apply:
 - "Assignment" means an assignment during which you are supplied to render services to the Client;
 - "Client" means the person requiring your services;
 - "Relevant Period" means the longer period of either 14 weeks from the first day on which you worked for the Client, or 8 weeks from the day after you were last supplied by us to the Client. The 'first day' will be the first occasion on which you are supplied to work for the Client or the first day of an Assignment where there has been more than 42 days since the end of any previous Assignment;
 - "Working Week" means an average of 48 hours each week calculated over a 17 week reference period as specified in Regulation 4(1) of the WTR;
 - "the WTR" the Working Time Regulations 1998 as amended.
 - 2.2. Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa. References to a 'person' includes an individual, firm, company, corporation, corporate body joint venture, association or government agency.
 - 2.3. The headings contained in these Terms are for convenience only and do not affect their interpretation.
3. **THE CONTRACT**
 - 3.1. These Terms govern all Assignments offered to and accepted by you. These Terms constitute a contract for services between the Parties and they govern all Assignments undertaken by you. However, no contract shall exist between the Parties between Assignments. Neither we nor a Client is obliged to offer you any work, and you are not obliged to accept any work offered or to make your services available between Assignments. The Parties accept that no mutuality of obligations exists or is implied by these Terms either in the course of an Assignment, between Assignments or otherwise.
 - 3.2. For the avoidance of doubt, these Terms shall not give rise to a contract of employment between the Parties. You are engaged as a self-employed worker, although we are required to make statutory deductions from your remuneration in accordance with clause 5.1.
 - 3.3. We will operate as an employment business as defined in sections 13(1) and (3) of the Employment Agencies Act 1973 as amended from time to time.
 - 3.4. No variation or alteration of these Terms shall be valid unless the details of such variation are agreed between the Parties and set out in writing and a copy of the varied terms is given to you stating the date on or after which such varied terms shall apply.

FORM 1010.11.14 HWP

- 3.5. It is acknowledged that these Terms shall supersede all prior representations, arrangements, understandings, terms of engagements and agreements between the Parties.
- 3.6. You irrevocably and unconditionally waive any right that you may have to claim damages for any misrepresentation arrangement understanding or agreement not contained in these Terms or for any breach of any representation not contained in these Terms (unless such misrepresentation or representation was made fraudulently).

4. ASSIGNMENTS

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

5. REMUNERATION

- 5.1. We shall pay to you remuneration calculated at a minimum hourly rate of £4.50 (or the national minimum wage whichever is the greater) being the minimum rate of remuneration that we reasonably expect to achieve, for all hours worked. The actual rate will be notified on a per Assignment basis, for each hour worked during an Assignment (to the nearest quarter hour) to be paid weekly in arrears, subject to deductions in respect of PAYE pursuant to Sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003 and Class 1 National Insurance Contributions and any other deductions which we may be required by law to make.
- 5.2. Subject to any statutory entitlement under the relevant legislation, you are not entitled to receive payment from us or Clients for time not spent on Assignment, whether in respect of holidays, illness or absence for any other reasons unless otherwise agreed.

6. STATUTORY LEAVE

- 6.1. For the purposes of calculating entitlement to paid annual leave pursuant to the WTR under this clause, the leave year commences on the date that you start an Assignment or a series of Assignments.
- 6.2. Under the WTR you are entitled to 5.6 weeks' paid leave per leave year. All entitlement to leave must be taken during the course of the leave year in which it accrues and none may be carried forward to the next year. Bank and public holidays are counted as normal working days, though you may take them as part of your annual leave.
- 6.3. Entitlement to payment for leave accrues in proportion to the amount of time worked continuously by you on Assignment during the leave year. The amount of payment which you will receive in respect of periods of annual leave taken during the course of an Assignment will be calculated in accordance with and paid in proportion to the number of hours which you have worked on Assignment. Payments for annual leave will be calculated on the basis of rates paid during the Client's normal hours i.e. those which do not attract overtime rates of pay.
- 6.4. In the course of any Assignment during the first leave year you are entitled to request leave at the rate of one-twelfth of your total holiday entitlement for each month or part month that you have worked on the Assignment.
- 6.5. Where this contract is terminated by either party and a P45 is requested, you shall be entitled to a payment in lieu of any untaken leave where the amount of leave taken is less than the amount accrued in accordance with clause 6.3 above. If you have taken holiday in excess of its accrual, we may deduct an appropriate amount from any amount owed to you on termination.
- 6.6. None of the provisions of this clause regarding the statutory entitlement to paid leave shall affect your status as a self-employed worker.

7. SICKNESS ABSENCE

- 7.1. You are not entitled to payment from us or our clients for time not spent on Assignment whether in respect of illness, or absence for any other reason.
- 7.2. You may be eligible for Statutory Sick Pay provided that you meet the relevant statutory criteria.
- 7.3. For the purposes of the Statutory Sick Pay scheme there is one qualifying day per week during the course of an Assignment and that qualifying day shall be the Wednesday in every week.

FORM 1010.11.14 HWP

8. TIME SHEETS

- 8.1. At the end of each week of an Assignment (or at the end of the Assignment where it is for a period of one week or less or is completed before the end of a week) you shall deliver to us your time sheet duly completed to indicate the number of hours worked during the preceding week (or such lesser period) and signed by an authorised representative of the Client.
- 8.2. Subject to clause 8.3 we shall pay you for all hours worked regardless of whether we have received payment from the Client for those hours.
- 8.3. You shall only be paid for verified hours worked. Where you fail to submit a properly completed time sheet signed by an authorised representative of the Client, we shall, in a timely fashion, conduct further investigations into the hours claimed by you and the reasons that the Client has refused to sign a timesheet in respect of those hours. This may delay any payment due to you. We shall make no payment to you for hours not worked or for hours for which there is no credible evidence of them being worked.
- 8.4. For the avoidance of doubt and for the purposes of the WTR, your working time shall only consist of those periods during which you are carrying out your activities or duties for the Client as part of the Assignment. Time spent travelling to the Client's premises, lunch breaks and other rest breaks shall not count as part of your working time for these purposes.

9. CONDUCT OF ASSIGNMENTS

- 9.1. You are not obliged to accept any Assignment offered by us but if you do, during every Assignment and afterwards where appropriate, you will:
- 9.1.1. undertake your work professionally and promptly and to the best of your ability at all times;
- 9.1.2. co-operate with the Client's reasonable instructions and accept the direction, supervision and control of any responsible person in the Client's organisation;
- 9.1.3. observe any relevant rules and regulations of the Client's establishment (including normal hours of work) to which attention has been drawn or which you might reasonably be expected to ascertain;
- 9.1.4. take all reasonable steps to safeguard your own health and safety and that of any other person who may be present or be affected by your actions on the Assignment and comply with the Health and Safety policies and procedures of the Client;
- 9.1.5. ensure you have received a site induction and that works you undertake have had a method statement and risk assessment;
- 9.1.6. not engage in any conduct detrimental to our interests or the interests of the Client;
- 9.1.7. not at any time divulge to any person, nor use for your own or any other person's benefit, any confidential information relating to the Client's or our employees, business affairs, transactions or finances; and
- 9.1.8. not at any time discuss with the Client your rates of pay or any other terms of your engagement with us.
- 9.2. If you are unable for any reason to attend work during the course of an Assignment you should inform us and/or the Client as soon as possible and in any event within one hour of the commencement of the Assignment or shift.
- 9.3. If, either before or during the course of an Assignment, you become aware of any reason why you may not be suitable for an Assignment, you shall notify us without delay.
- 9.4. You undertake not to solicit or otherwise seek to induce any person engaged by us or a Client to (1) terminate their arrangement with us or the Client or (2) enter into an arrangement with you or any other person for the purposes of providing services to the Client.

10. TERMINATION

- 10.1. We or the Client may terminate an Assignment orally or in writing at any time without prior notice or liability for any reason. If the Client terminates an Assignment then the contract between the Parties shall terminate concurrently.
- 10.2. You may terminate an Assignment orally or in writing at any time without prior notice or liability for any reason.
- 10.3. If you are absent during the course of an Assignment and do not inform us or the Client in accordance with clause 9.2, your absence will be treated as termination of the Assignment by you with immediate effect unless we agree otherwise.
- 10.4. If you do not report to us to notify us of your availability for work for a period of three weeks, we will forward your P45 to your last known address.

11. OPT-OUT OF 48 HOUR WORKING WEEK

- 11.1. The WTR provide that you shall not work on an Assignment with the Client in excess of the Working Week unless you agree in writing that this limit should not apply.
- 11.2. Unless you tick the box below, you hereby agree that the Working Week limit shall not apply to Assignments for you.
- 11.3. You may opt back in so that the Working Week limit applies by giving us three months' notice in writing.
- 11.4. For the avoidance of doubt, any notice opting back in shall not be construed as termination by you of an Assignment with a Client.
- 11.5. Upon the expiry of the notice period set out in clause 11.3 the Working Week limit shall apply with immediate effect.

12. AGENCY WORKER REGULATIONS

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

13. GENERAL

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

14. ELIGIBILITY TO WORK IN THE UK

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

15. NATIONAL MINIMUM WAGE

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

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

Group Personal Accident Insurance Scheme

You will automatically be included in the Group Personal Accident Insurance Scheme. If you wish to be excluded then tick the box at the end and we will not make the weekly deduction from your pay and you will not be covered. Exclude me I don't want to be covered. Box A

Working Time Directive

If you wish to limit your working hours to 48 per week then tick the box at the end. If you do, then it may restrict the work we will be able to offer you. Only tick this box if you want to restrict your working hours to 48 per week. Box B

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

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

I have read and confirm my agreement to the above terms and conditions and understand that by signing below, unless I have ticked Box A above, I have agreed that you will deduct a weekly charge for me to be included in the Group Personal Accident Insurance Scheme (details of which are appended to these Terms).

**Sign
Here ⇨**

Signed by the Temporary Worker _____

Date _____

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

As discussed on the telephone as part of our standard recruitment procedure and to comply with the above Act, we require sight of original documents to prove your right to work in the United Kingdom.

You need to send us either:

One original document from BOX A

or

Two original documents from BOX B

or

Two original documents from BOX C

BOX A

Single Documents – Send any one of the documents from this box:

1. A passport showing you are a British citizen, or have the right of abode in the United Kingdom.
2. A document showing you are a national of a European Economic Area country listed below*. This must be a national passport or national identity card.
3. A residence permit issued to you by the Home Office if you are a national from a European Economic Area.
4. A passport or other document issued by the Home Office which has an endorsement stating you have a current right of residence in the United Kingdom as the family member of a national from a European Economic Area country who is resident in the United Kingdom.
5. A passport or other travel document endorsed to show that you can stay indefinitely in the United Kingdom, or has no time limit on your stay.
6. A passport or other travel document endorsed to show that you can stay indefinitely in the United Kingdom, and that this endorsement allows you to do the type of work we are offering if you do not have a work permit.
7. If you are an asylum seeker an Application Registration Card issued by the Home Office to you stating that you are permitted to take employment.

BOX B

Send two documents from this box:

You must send a document giving your permanent National Insurance Number and name. This could be a P45, P60, National Insurance card or a letter from a Government Agency and then any one of the following:-

1. A full birth certificate issued in the United Kingdom, which includes the names of your parents.
2. A birth certificate issued in the Channel Islands, the Isle of Man or Ireland.
3. A certificate of registration or naturalisation stating that you are a British citizen.
4. A letter issued by the Home Office to you which indicates that you being the person named in it can stay indefinitely in the United Kingdom, or has no time limit on your stay.
5. An Immigration Status Document issued by the Home Office to you with an endorsement indicating that you being the person named in it can stay indefinitely in the United Kingdom, or have no time limit on your stay.
6. A letter issued by the Home Office to you indicating that you being the person named in it can stay in the United Kingdom, and this allows you to do the type of work we are offering.
7. An Immigration Status Document issued by the Home Office to you with an endorsement indicating that you being the person named in it can stay in the United Kingdom, and this allows you to do the type of work we are offering.

BOX C

Send two documents from this box:

You must send a work permit or other approval to take employment that has been issued by Work Permits UK and then either of the following:-

1. A passport or other travel document endorsed to show that you are able to stay in the United Kingdom and can take the work permit employment in question.
2. A letter issued by the Home Office to you confirming that you being the person named in it are able to stay in the United Kingdom and can take the work permit employment in question.

*Nationals of countries in the European Economic Area (EEA) and Switzerland can live and work in the UK without needing to apply for permission under the UK's points-based system. Nationals of the following countries can work here **without any restrictions**: Austria Belgium Bulgaria Cyprus Czech Republic Denmark Estonia Finland France Germany Greece Hungary Iceland Irish Republic Italy Latvia Liechtenstein Lithuania Luxembourg Malta Netherlands Norway Poland Portugal Romania Slovakia Slovenia Spain Sweden Switzerland

SKILLS

Please could you spend a few moments to complete this sheet. Filling the form in accurately would greatly assist us in finding you future work. Please tick the appropriate box if you have any of the following:

CERTIFICATE FOR OPERATING/WORKING WITH THE FOLLOWING PLANT:

- *(PLEASE ENCLOSE PHOTOCOPY OF CERTIFICATES) *
- | | CITB | OTHER |
|--------------------------------------|--------------------------|--------------------------|
| ANGLE GRINDERS | <input type="checkbox"/> | <input type="checkbox"/> |
| HILTI GUNS | <input type="checkbox"/> | <input type="checkbox"/> |
| ROUGH TERRAIN RIGID PILLAR FORKLIFTS | <input type="checkbox"/> | <input type="checkbox"/> |
| ROUGH TERRAIN TELESCOPIC FORKLIFTS | <input type="checkbox"/> | <input type="checkbox"/> |
| PASSENGER/GOODS HOISTS | <input type="checkbox"/> | <input type="checkbox"/> |
| CHERRY PICKER/PLATFORM HOISTS | <input type="checkbox"/> | <input type="checkbox"/> |
| TOWER CRANES/MOBILE CRANES | <input type="checkbox"/> | <input type="checkbox"/> |
| SLINGER BANKSMAN | <input type="checkbox"/> | <input type="checkbox"/> |
| DUMPER | <input type="checkbox"/> | <input type="checkbox"/> |
| EXCAVATORS 180° / 360° | <input type="checkbox"/> | <input type="checkbox"/> |
| SCAFFOLD | <input type="checkbox"/> | <input type="checkbox"/> |

TRADE QUALIFICATIONS:

*(PLEASE ENCLOSE PHOTOCOPY OF CERTIFICATES) *

- CORGI REGISTERED
 JIB REGISTERED
 JIB EDITION NUMBER _____

SAFETY/INDUCTION COURSES:

*(PLEASE ENCLOSE PHOTOCOPY OF CERTIFICATES) *

- CSCS CARD
 SAFETY AWARENESS CERTIFICATE
 FIRST AID CERTIFICATE
 LONDON UNDERGROUND
 RAILWAYS
 OTHERS _____

POWER TOOLS:

- 110 VOLT DRILL
 110 VOLT SKILLSAW
 110 VOLT ROUTER
 240 VOLT DRILL
 CORDLESS DRILL
 TRANSFORMER & LEADS
 GENERATOR

SAFETY EQUIPMENT:

- HARD HAT
 STEEL TOE CAP BOOTS
 REFLECTIVE JACKET/VEST

PASSED SECURITY CLEARANCE FOR THE FOLLOWING HIGH SECURITY ESTABLISHMENTS:

- GOVERNMENT BUILDINGS
 ROYAL HOUSEHOLDS
 POLICE STATIONS, ETC.
 MILITARY BASES
 ATOMIC RESEARCH CENTRES
 AIRPORTS

PRISONS (State _____)

CRIMINAL RECORD

DO YOU HAVE ANY UNSPENT CRIMINAL CONVICTIONS? TICK ONLY IF 'YES'

(DO NOT COUNT MOTORING OFFENCES)

IF 'YES' PLEASE LIST YOUR CRIMINAL CONVICTIONS AND THEIR DATES BELOW (or over)

The information you give will be treated in confidence and only taken into account where, in the reasonable opinion of Workmates & Daniel Owen Limited, the offence is relevant to the post for which you are being considered. Failure to declare a conviction may require us to exclude you from our register or terminate an assignment if the offence if not declared but later comes to light.

FOR WORKMATES USE

DOCUMENT RECEIVED BY..... RECORDED DELIVERY SPECIAL DELIVERY NORMAL POST Entered By

Group Personal Accident Insurance Scheme

Please find below details of the cover provided by our group personal accident insurance policy. We are sure you will agree it is sensible to have some form of accident insurance while working on assignments and it is a requirement for some of our clients. For a relatively small sum of money per week we think the policy provides a basic but nevertheless potentially very important level of cover.

You don't have to do anything as you will automatically be included in the policy and the weekly charge of *£2.85 will be deducted from your payments. If you wish to be excluded from the benefits of the cover you need to refer to page 4 and tick Box A, note as some of our clients require workers to have PA cover it may exclude you from work opportunities.

If you work 20 hours or less in one week the weekly charge will be reduced by 50% to **£1.43.

GROUP PERSONAL ACCIDENT INSURANCE SCHEME
Arranged by JELF INSURANCE BROKERS LTD through their trading arm Jelf Manson
FOR WORKMATES & DANIEL OWEN LIMITED
POLICY NUMBER 0010647995

Insurer: AIG

SUMMARY OF COVER Note: this is subject to change at the annual renewal on 1 November. Please always refer to the following website link for the latest information. www.wmdo.co.uk/termsofengagementhwp

The purpose of this policy summary is to help you understand the insurance by setting out the significant features, benefits and limitations of the group policy. You should read the policy document for a full description of the terms of insurance, including the policy definitions and refer to the policy schedule for the specific policy benefits, sums insured and the operative time, which is available from the group policyholder or the insurance intermediary who arranged this insurance. **This Policy Summary does not form part of the Policy Document.**

Insurance provider	Group Policyholder	Group policy number
The insurance is provided by AIG Europe Limited	Workmates & Daniel Owen Ltd	0010647995

Purpose of the insurance

Dependant on the cover purchased, this insurance provides cover for accidental bodily injury which occurs during the operative time of cover and which results in death, loss of limbs or sight, hearing and speech, temporary disability or permanent disability.

Insured persons

All temporary employees who have agreed to pay the required fee.

Operative time of cover

All occupational related cover including commuting.

Significant product features, benefits and limitations

The cover provided is subject to certain provisions, conditions and limitations. The tables below set out the significant features of the cover and the provisions, conditions and limitations that apply. To ensure the policy is suitable, you are advised to read the policy wording which sets out all of the features, provisions, conditions, limitations and what is not covered. You should review the cover from time to time to ensure that it still fulfils your needs.

Significant covers	Significant features and benefits	Significant policy limitations	Policy reference
Section A – Personal Accident Death by an accident An amount of £50,000.	Provides lump sum amount following death caused by bodily injury resulting from an accident.	If accidental bodily injury does not immediately result in death then no payment will be made until at least 13 weeks after the date of the accident.	Page 3 – Definitions. Page 8 – Provisions and Extensions. Page 12 – What is not covered..

<p>Permanent loss of limbs An amount of £50,000</p>	<p>Provides lump sum amount following physical severance or permanent loss of use of one or more limbs following bodily injury resulting from an accident.</p>	<p>Page 3 - Definitions. Page 8 – Provisions and Extensions. Page 12 – What is not covered.</p>	
<p>Permanent loss of sight, speech or hearing An amount of £50,000</p>	<p>Provides lump sum amount following disablement caused by bodily injury resulting from an accident which causes total and permanent loss of sight, speech and hearing</p>	<p>Loss of hearing in one ear is limited to 25% of the amount payable for both ears.</p>	<p>Page 3 – Definitions. Page 8 – Provisions and Extensions. Page 12 – What is not covered.</p>
<p>Permanent partial disability An amount of up to £50,000</p>	<p>Provides lump sum compensation based on a set scale of percentages according to the degree of permanent disability you suffer following bodily injury resulting from an accident.</p>	<p>A disability which is not provided for under the scale or other cover sections will be assessed based on the degree of disability up to a maximum payment of £50,000.</p>	<p>Page 3 – Definitions. Page 8 – Provisions and Extensions. Page 12 – What is not covered.</p>
<p>Permanent total disability An amount of up to £50,000.</p>	<p>Provides lump sum compensation following disablement caused by bodily injury resulting from an accident which prevents an insured person from working in any occupation for which they are fitted by way of training, education or employment which in all probability will continue for the rest of their life.</p>	<p>No benefit is payable if the insured person dies within 13 weeks of sustaining permanent total disability when the death benefit will be payable instead.</p>	<p>Page 3 – Definitions. Page 8 – Provisions and Extensions. Page 12 – What is not covered.</p>
<p>Temporary total disability Up to £300 per week</p>	<p>Weekly compensation resulting from bodily injury resulting from an accident injury which temporarily prevents an insured person from carrying out the whole of their occupational duties.</p>	<p><u>The amount payable is limited to 52 weeks and is not payable for the first 2 weeks and will not exceed 75% of the insured person’s average gross weekly wage from all sources of income.</u></p>	<p>Page 3 – Definitions. Page 8 – Provisions and Extensions. Page 12 – What is not covered.</p>
<p><u>Section B – Healthline Plus</u> Second Opinion Medical Service Health Portal</p>	<p>Provides a medical second opinion for any accident or sickness related condition (whether covered by the policy or not) for an insured person or their immediate family. Tel: +44 (0) 1273552922. Web: www.mylifeline.co.uk. Name of Employer: The Group Policyholder (as shown)</p>	<p>Page 11 – Section B</p>	

What is not covered	Policy reference
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<p>The following limitations apply to the policy as a whole: We will not pay for bodily injury resulting from intentional self-injury, suicide or attempted suicide, any unlawful act, flying unless as a fare-paying passenger, driving a vehicle in any form of race, sickness or disease, any naturally occurring condition or degenerative process or any gradually operating cause or being</p>	<p>Page 12 – What is not covered.</p>
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affected by alcohol or drugs.

We will also not pay for any bodily injury resulting from or contributed to by a displacement or affection of the spine and its discs or associated musculature.

Page 1 – Claims procedure.

There is no cover for any person aged 75 years of age or over.

If an insured person is under 18 years of age we will pay all claims to a parent or a legal guardian of the insured person.

Law and jurisdiction

This policy will be governed by English law, and the group policyholder, the insured persons and AIG Europe Limited agree to submit to the courts of England and Wales to determine any dispute arising under or in connection with it, unless the relevant insured person resides in Scotland, Northern Ireland or the Isle of Man, in which case the law applicable to that jurisdiction will apply and its courts will have exclusive jurisdiction, unless agreed to the contrary by the group policyholder and AIG Europe Limited before the start date of cover.

Period of insurance

The premium is paid by the group policyholder according to how they administer the benefits process and how often insured persons are paid.

- A weekly premium buys cover for the week in which it is paid.
- A four-weekly premium buys cover for the four-week period in which it is paid.
- A monthly premium buys cover for the calendar month in which it is paid.

The cover remains in force from the start date of an insured person's inclusion or stops earlier as shown in the 'Start, and finish of cover for an insured person' section of the group policy.

Rights of cancellation and cooling off period

We may cancel this group policy by giving 30 days written notice to the group policyholder at their last known address.

The group policyholder can cancel the group policy by giving 30 days written notice to us.

An insured person has no rights to cancel the group policy, only the right not to be included. If an insured person decides that they no longer wish to be included, they should advise the group policyholder who will arrange for a proportionate return premium for the unused proportion of the cover, provided a claim has not been made by the insured person.

If within 15 days of the commencement of the insurance for an insured person or their receipt of the policy documentation that they decide that the cover is not required, they should notify the group policyholder.

Claim notification

A claim can be made on the policy by the group policyholder or by an insured person (or parent or legal guardian if the insured person is under 18 years of age).

You should contact us. Our contact details are :

The Accident & Health Claims Department, AIG Europe Limited, 2-8 Altyre Road, Croydon CR9 2LG.

Tel: +44 (0) 845 602 9429.

Email: claimsuk@aig.com

Please quote the name of the group policyholder, the policy number and reference number, your name and contact details along with name of the person to whom the claim relates.

Your right to complain

Every effort is made to ensure that the group policyholder or insured person (or a parent or legal guardian if the insured person is under 18 years of age) receives a high standard of service. If the group policyholder or insured person is not satisfied with the service they have received, they should contact :

In respect of sales and administration related complaints:

The Customer Relations Unit UK, AIG Europe Limited, 2-8 Altyre Road, Croydon CR9 2LG.

E-mail: uk.customer.relations@aig.com

Terms of Engagement of Temporary Workers (HWP)

In respect of claims related complaints:

The Accident and Health Claims Manager, AIG Europe Limited, 2-8 Altyre Road, Croydon CR9 2LG.

E-mail: claimsuk@aig.com

The group policyholder should quote their name and policy number as shown on the schedule. An insured person (or their parent/legal guardian) should quote their surname, initials, and the name of the group policyholder shown on the schedule and the claim number if known.

We will do our best to resolve any difficulty direct with the group policyholder or insured person (or parent or legal guardian if the insured person is under 18 years of age) but if we are unable to do this you may be entitled to refer any dispute to the Financial Ombudsman Service (FOS) who will review the case. Using the FOS does not affect the right to take legal action. The address is :

The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR.

Are we covered by the Financial Services Compensation Scheme (FSCS)?

We are covered by the Financial Services Compensation Scheme (FSCS). If we are unable to meet our financial obligations you may be entitled to compensation from the scheme. Further information about compensation scheme arrangements is available from the FSCS. See the policy wording for details.

This Insurance is underwritten by AIG Europe Limited (FCA No 202628) which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (formerly the Financial Services Authority) and the Prudential Regulation Authority. This can be confirmed with the Financial Conduct Authority on www.fca.org.uk or by calling **0845 606 9966**. Registered in England: company number 1486260. Registered address: The AIG Building, 58 Fenchurch Street, London. EC3M 4AB. United Kingdom.

IMPORTANT PLEASE READ CAREFULLY AND RETAIN FOR FUTURE REFERENCE

Dear Sir/Madam

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

- (1) When contacting our office use the telephone numbers, listed at the end of this letter, we are open from 8.00am to 5.30pm Monday to Friday and are closed at the weekend.
- (2) If at any time whilst you are working for us you are unable to attend site, please telephone our office as soon as possible - we open at 8.00 am. There should be an answerphone before then - of course we hope this will not be necessary as reliability is very important.
- (3) (A) **If working through Workmates** - When you finish at a site please try and telephone our office lunchtime of the day you are finishing. It will help us organise work for the next day. If you are unable to do this, please contact us on the way home or as soon as you get home.

(B) **If working through Daniel Owen** let us know as soon as you have a confirmation of the date you are finishing. Preferably this should be one or two weeks before you finish allowing us time to try and organise another booking for you.
- (4) Remember when you are on site you are under the supervision of the Contractor/Client and you have a responsibility to comply with all written or verbal safety, health and welfare instructions issued by the Contractor.
- (5) You must read the Health & Safety information printed on the next page. There is also Health & Safety information printed on the reverse of our pay slips and a Health and Safety Booklet.
- (6) If you have any queries with your wages it would help our staff if you could telephone between 10.00am and 2.00pm.

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

WORKMATES

READING	0118 9505033
LONDON	0207 593 1665
MAINTENANCE TEAMS	0207 248 5555
WINCHESTER	01962 844125
BIRMINGHAM	0121 456 7620
BRISTOL	0117 937 8055
OXFORD	01865 335375
PLANT	0118 952 1053
SHOPFITTING	0118 952 1025

DANIEL OWEN

SOUTH	0118 9521010
CENTRAL LONDON	0207 248 0000
MIDLANDS	0121 456 7626
WINCHESTER	01962 875675

SAFETY, HEALTH & WELFARE AT WORK

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

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

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

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

IMPORTANT – PLEASE READ CAREFULLY AND RETAIN FOR FUTURE REFERENCE

A BRIEF GUIDE TO THE WORKING TIME REGULATIONS

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

WORKING HOURS

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

DAILY REST

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

REST BREAKS

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

NIGHT WORK

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

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

WEEKLY REST

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

PAID ANNUAL LEAVE

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

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

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

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

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

The information above regarding the working time regulations is provided in good faith and without liability the accuracy cannot be guaranteed. Please contact the DTI for further information on 020 7215 5000 or visit their website on WWW.DTI.GOV.UK.

IMPORTANT – P45 FORM

If you have a P45 form from your last employer please forward it to us in the envelope provided.

If you do not have a P45 from your last employer you will need to complete the “P46: Employee without a Form P45” attached. If you fail to do this you will be placed on basic rate coding and your take home pay will be less.

Please note you have to complete section one only, you must tick one of the boxes A, B or C and sign the form.

Section one To be completed by the employee

Your employer will need this information if you don't have a form P45 from your previous employer. Your employer may ask you to complete this form or provide the same information in another format. If you later receive your P45, hand it to your present employer. Use capital letters when completing this form.

Your details

National Insurance number

This is very important in getting your tax and benefits right

Title - enter MR, MRS, MISS, MS or other title

Surname

First name(s)

Gender. Enter 'X' in the appropriate box

Male Female

Date of birth DD MM YYYY

Address

House or flat number

Rest of address including house name or flat name

Postcode

Your present circumstances

Read all the following statements carefully and enter 'X' in **the one** box that applies to you.

A - This is my first job since last 6 April and I **have not** been receiving taxable Jobseeker's Allowance, Employment and Support Allowance or taxable Incapacity Benefit or a state or occupational pension.

OR

B - This is now my only job, but since last 6 April I **have** had another job, or have received taxable Jobseeker's Allowance, Employment and Support Allowance or taxable Incapacity Benefit. I do not receive a state or occupational pension.

OR

C - I have another job or receive a state or occupational pension.

Student Loans (advanced in the UK)

If you left a course of UK Higher Education before last 6 April and received your first UK Student Loan instalment on or after 1 September 1998 and you have not fully repaid your Student Loan, enter 'X' in box D. *(Do not enter 'X' in box D if you are repaying your UK Student Loan by agreement with the UK Student Loans Company to make monthly payments through your bank or building society account.)*

Signature and date

I confirm that this information is correct

Signature

Date DD MM YYYY

Section two To be completed by the employer

Almost all employers must file employee starter information online at www.hmrc.gov.uk/online

Guidance for employers who must file online can be found at www.businesslink.gov.uk/payingnewemployees

Employers exempt from filing online should send this form to their HM Revenue & Customs office on the first payday. Guidance can be found in the E13 *Employer Helpbook Day to day payroll*.

Employee's details

Date employment started DDMMYYYY

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Works/payroll number and department or branch (if any)

<input type="text"/>
<input type="text"/>

Job title

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Employer's details

Employer PAYE reference

Office number Reference number

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Address

Building number

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Employer name

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Rest of address

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Postcode

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Tax code used

If you do not know the tax code to use or the current National Insurance contributions (NICs) lower earnings limit, go to www.businesslink.gov.uk/payeratesandthresholds

Enter 'X' in the appropriate box

Box A

Emergency code on a **cumulative** basis

A	<input type="text"/>
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Box B

Emergency code on a **non-cumulative** Week 1/Month 1 basis

B	<input type="text"/>
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Box C

Code BR unless employee fails to complete section one then code OT Week 1/Month 1 basis

C	<input type="text"/>
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Tax code used

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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If Week 1 or

Month 1 applies,

enter 'X' in this box

<input type="text"/>

For employees who complete Box A or Box B starter notification is not needed until their earnings reach the NICs lower earnings limit.