

TERMS OF CONTRACT

When work matching your skills is found, your personal circumstances will determine your allowable employment status while working on Ship Shape projects. These circumstances will be discussed and your employment status agreed either as a bona fide sub-contractor or under a contract of employment.

Ship Shape Resources Ltd subcontracts for services to self employed operatives and to limited companies including Ship Shape Payroll Ltd under the following terms:

THIS CONTRACT FOR SERVICES is made today

BETWEEN:

- (1) Ship Shape Resources Ltd ("The Contractor")
- (2) The Sub Contractor

RECITALS

The Sub Contractor is in business on his/her/its own account as an independent provider of construction services, having the required skills and resources and is able to offer services which may be of use to the Contractor from time to time.

The Contractor and Sub Contractor agree and intend that where the Sub Contractor agrees to provide services to the Contractor he will do so in accordance with the Provisions of this Contract of Service.

PROVISIONS, THE CONTRACT WORKS, CONTRACT PRICE, SUBSTITUTIONS AND ASSOCIATED MATTERS

1. This Contract for Services shall commence immediately on acceptance of these terms. (Online Registration Acceptance & Agreement)
2. The Sub Contractor agrees to provide Construction Services to the Contractor ("The Works").
3. The Sub Contractor agrees to provide the Services in a professional workmanlike manner at all times.
4. The Contractor shall not control, nor have any rights of control as to how the Sub Contractor is to perform the Works.
5. The Sub Contractor will use his own initiative in how the Works are to be completed and will have flexibility as to the hours worked on site, but will nonetheless assist the Contractor by making all reasonable attempts to work within an overall agreed deadline, will observe Health and Safety regulations regarding working hours and will comply with all reasonable site codes of conduct and operational matters relating to working hours and site security.
6. The Sub Contractor is not obliged to seek permission from the Contractor to leave a site at any time and if requested to do so by the Contractor will maintain a timesheet record of time on site for the specific purposes of Health and Safety legislation, or other site operational requirements.
7. The Sub Contractor may, at his absolute discretion, send a suitably qualified and experienced substitute or delegate to perform the Works. This right to send a substitute or delegate is unfettered and unlimited and agreement of the Contractor is not required in any circumstances, nor does notice of sending a substitute or delegate need to be given to the Contractor.
8. Where a substitute or delegate is sent by the Sub Contractor the Contractor shall have no contractual or financial relationship with the substitute or delegate. The Sub Contractor is solely responsible for arranging payments to the substitute or delegate and the substitute or delegate is answerable only to the Sub Contractor.
9. The Sub Contractor may, at his absolute discretion, hire his own assistance in order to complete the Works. Such hired assistance will be answerable solely to Sub Contractor and the Contractor shall have no contractual or financial relationship with the hired assistance. Payments to the hired assistance will be the sole responsibility of the Sub Contractor.
10. The Contractor price for the Works will be negotiated and agreed as between the Contractors and Sub Contractor on a verbal basis from time to time. Written tenders are not required.
11. The Contractor cannot require the Sub Contractor to undertake the Works at a different site or location from that verbally agreed at the outset of this Contract for Services. The Sub Contractor may at his own absolute discretion agree to undertake the Works at a different site or location from that originally agreed but reserves the right to verbally renegotiate the price for the contract works.
12. Materials, plant, tools and equipment will be provided by the Sub Contractor only where specifically agreed with the Contractor. Both Contractor and Sub Contractor agree that this is a Contract for Services essentially in respect of labour only, and recognise that the materials, plant and equipment can generally be sourced and

supplied more economically by the Contractor or the Contractor's main client.

13. The Sub Contractor can benefit from his own sound management of the execution of the Works by adopting efficient working methods, working longer hours, negotiating effectively and using hired assistance or substitutes.
14. The Contractor and Sub Contractor agree and intend that each week, Monday to Sunday, represents the commencement and termination of an individual Contract for Services, and that a new Contract for Services commences on the next day contract works are undertaken. All clauses in this Contract for Services will be operative during any such individual contracts, but specifically both Parties agree that no umbrella or composite contract is being entered into.
15. The Contractor is not obliged to pay the Sub Contractor for incomplete Contracts for Services unless adequate time has been given for the logistics of contracting with an alternative Sub Contractor. For the purposes of these Operative Provisions that time is defined as 7 days.
16. Where a Sub Contractor can commence but not complete a Contract for Services the Sub Contractor will inform the Contractor of this fact at least 7 days prior to the commencement of the next Contract for Services.
17. Where a Sub Contractor within a Contract for Services cannot complete a Contract for Services the Sub Contractor will inform the Contractor of this fact at least 7 days prior to the last day they can continue with the Works, to allow logistical planning for an alternative Sub Contractor to be placed.

FINANCIAL RISK

18. The Sub Contractor will negotiate the price for the Works and is obliged to honour any agreed price.
19. Defective work by the Sub Contractor, his substitutes or hired assistance will be corrected by the Sub Contractor at his own cost or in his own time.
20. The Sub Contractor will not be entitled to receive holiday pay or Bank Holiday pay or special absence pay in any circumstances.
21. The Sub Contractor will not be entitled to receive sick pay in any circumstances. The Sub Contractor will bear the cost of his own health insurance, which he may arrange at his own discretion. The Sub Contractor agrees he is not entitled to any employment law rights, which may be available to direct employees.
22. The Sub Contractor will not be entitled to receive payment for cancelled Works or where a site is closed due to inclement weather, other than for the proportion of the completed Works.
23. This Contract for Services can be immediately terminated by either party for whatever reason and no notice is required to be given. The Sub Contractor is not entitled to partake in any grievance procedure offered by the Contractor.
24. The Contractor is not obliged to pay the Sub Contractor for Works within an incomplete Contract for Services terminated by the Sub Contractor unless adequate time has been given for the logistics of contracting with an alternative Sub Contractor. For the purposes of these Operative Provisions that time is defined as 7 days.
25. The Contractor is obliged to pay the Sub Contractor for the proportion of Works carried out within a Contract for Services terminated by the Contractor.
26. The Sub Contractor acknowledges the volatility of the Construction Industry and accepts that there is the increased financial risk of bad debt in the Construction Industry when operating as an independent Sub Contractor on his own account. The Contractor is not obliged to offer ongoing contracts or Works to the Sub Contractor nor is the Sub Contractor obliged to accept such contracts or Works if offered. The Sub Contractor is not obliged to make his services available. Specifically both parties accept that they do not wish to create or imply any mutuality of obligations whatsoever, at any time, either during or in between any individual Contracts for Services.
27. The Sub Contractor will be responsible for bearing the costs of acquisition and maintenance of transport, appropriate hand tools, and the expenses of an accountant, business stationary and any other incidentals of being in business on his own account.
28. Where for operational reasons; the Contractor at his own discretion provides transport facilities to the Sub Contractor, the Contractor, shall either make a charge to the Sub Contractor, to be negotiated and agreed verbally, or shall take into account such costs when negotiating and agreeing the contract price for the Works to be executed.

29. The Sub Contractor will be responsible for providing his own personal safety equipment. Where such items can be supplied more economically by the Contractor, the Sub Contractor in soundly managing his own business may allow the Contractor to supply the safety equipment but will then agree to pay or discount charges to the Contractor an amount to be agreed verbally.
30. The Sub Contractor is not entitled to receive any company benefits. Personal pension provision may be made by the Sub Contractor at his own discretion.
31. The Sub Contractor will be liable to pay for the repair or replacement of any property, plant equipment or materials he damages.

INSURANCE

32. The Sub Contractor accepts he has legal risk in respect of public liability insurance premiums. Where such insurance can be arranged more economically by the Contractor the Sub Contractor in soundly managing his own business, may allow the Contractor to arrange the insurance but will then agree to discount his contract rates to allow for the Contractor's costs for the administration of the insurance.
33. Full insurance cover is compulsory for any Sub Contractor working with the Contractor under these terms.
34. To ensure full cover, the Contractor has arranged for Public Liability, Employers Liability and Accident Insurance to cover the Sub Contractor during all Contractor Assignments with an administration cost of £2.99 per week. This cost may change from time to time with notice in writing. This cover will be in place any week that the Sub Contractor is working on an assignment for the Contractor unless the Sub Contractor has informed the Contractor the insurance is not required.
35. If the Sub Contractor does not want the cover arranged by the Contractor the Sub Contractor will provide details of independently arranged insurance cover in writing to the Contractor in a timely fashion.

FREEDOM OF THE SUB CONTRACTOR TO UNDERTAKE OTHER WORKS

36. The Sub Contractor is free to undertake other Contracts for Services for other parties at any time, either before, after, or concurrently with this Contract for Services.
37. The Contractor acknowledges and agrees that he does not have first call on the services of the Sub Contractor and cannot require the Sub Contractor to give him, the Contractor any priority over another Contractor.
38. The Sub Contractor may advertise in any way he sees fit and the Contractor shall not raise any objection.
39. The Sub Contractor may sign write his own vehicle and equipment with his own business name in any way he sees fit and the Contractor shall not raise any objection.
40. The Sub Contractor may use his own business name and the Contractor will not object.

INTRODUCTION FEES

41. The Engagement by a Client of a Sub Contractor introduced by SSR, or the introduction by the Client of a Sub Contractor to any third party resulting in an Engagement (whether as an employee, self-employed or limited company) shall render the Sub Contractor liable to the payment of an introduction fee provided that the Engagement takes place within a period of six months from the termination of the Assignment under which the Sub Contractor was last supplied to the Client, or if there was no Assignment, within six months of the Introduction of the Sub Contractor by SSR.
42. The Introduction fee shall be calculated at 17.5% of the annual gross taxable remuneration and emoluments payable to the Sub Contractor under the Engagement, or the greatest sum permitted by law.
43. The Sub Contractor agrees to inform SSR in writing, 7 days prior to any such Engagement, including full details of the terms. Where the Sub Contractor fails to inform SSR of the annual remuneration, SSR may calculate the introduction fee by multiplying the appropriate hourly rate that it would have charged for that Sub Contractor by 52 and then multiply that by the number of hours as SSR may reasonably determine as being an appropriate working week for that Operative.
44. Fees will be invoiced on the commencement of the candidate's Engagement and are payable in 7 days.
45. No refund of the introduction fee will be paid in the event that the Engagement subsequently terminates.

TAXATION AND NATIONAL INSURANCE

46. The Sub Contractor agrees that, as an independent person in business on his own account is responsible for his own tax and National Insurance.

BUSINESS ORGANISATION

47. The Sub Contractor will prepare invoices for all Works undertaken. Where the Contractor is willing to provide secretarial or administration assistance to the Sub Contractor in any respect, a discount to contract rates will be agreed verbally.
48. The Sub Contractor, being in business on his own account will have his own business stationary and business card will, if requested by the Contractor, supply a specimen for the Contractor's records.
49. The Sub Contractor will at all times represent himself as an independent Sub Contractor and will in no circumstances represent himself or hold himself out as a servant or employee of the Contractor. The Sub Contractor hereby acknowledges he is in business on his own account and is not part and parcel of the Contractor's business.

OTHER CHARGES & SERVICES

50. Should the Sub Contractor choose to adopt Ship Shape Pay the additional charges and services shall apply
 - a. The Sub Contractor agrees to discount contract rates by 4% or as otherwise agreed to allow for the cost of the services.
 - b. The Contractor will contract with any Client or Agency, not just Ship Shape Clients, to promote and supply the construction services including the Sub Contractor.
 - c. The Contractor will execute debt collection on all legitimate assignments.
 - d. The Contractor will arrange for the completion of personal tax returns for the Sub Contractor in any financial year where the subcontractor has operated for 12 weeks or longer.
 - e. The Contractor will coordinate and pay for any CITB CSCS test passed by a Sub Contractor (or any other specific health and Safety exam with agreement in writing)
 - f. The Contractor will arrange for public and employers liability and accident insurance cover during any assignment paid through Ship Shape Pay.
 - g. The Contractor will appoint a personal consultant who will stay with the Sub Contractor for the length of time they are assigned to Ship Shape Pay to update the Sub Contractor CV, Market the Sub Contractor to Construction Companies and Agencies (unless restricted by end client or partner agency contract), administrate claimable expenses and generally advise the Sub Contractor for advancement of their safety, compliance and business interests in the Construction Industry.
 - h. Where a subcontractor is paid outside of the Ship Shape Pay structure these services may be withdrawn by the Contractor.
 - i. Where no business has been transgressed through Ship Shape Pay for a period of 12 weeks, the services and obligations will cease unless otherwise agreed in writing.

INTENTION OF THE PARTIES

51. Both parties agree and intend that this legal relationship is one of Contractor and independent Sub Contractor and specifically is not a relationship of master and servant or employee.

LEGAL ADVICE AND OTHER MATTERS

52. Both parties hereby acknowledge that they have had an opportunity to take independent legal advice before accepting this contract.
53. Both parties acknowledge that this Contract for Services is based on a standard contract used commonly in the Construction Industry. However, each clause has been considered on its own merits and the Parties intend and agree that their legal relationship is governed by this Contract for Services.
54. Both parties acknowledge that their contractual relationship is governed by this Contract for Services as a legally binding agreement.
55. Both parties acknowledge that this Contract for Services is the whole agreement governing the contractual relationship between them with the exception of any subsequent verbal negotiations.
56. This Contract is governed by the laws of England, Wales, Scotland or Northern Ireland as appropriate.
57. Breach of any clause in this contract will not void or annul this Contract for Services as a whole in any circumstances.

58. In the event of any dispute arising from this Contract an independent solicitor or accountant will be appointed to arbitrate in the first instance.

59. The Parties agree and intend to be bound by the foregoing Contract for Services

TIMESHEET ADMINISTRATION FEES

60. Timesheets for which Ship Shape must acquire authorisation on your behalf will incur a £5 administration fee (per Timesheet). You agree to pay these fees.

If you are offered direct employment with Ship Shape Payroll Ltd your employment is governed by the following Statement of Employment:

STATEMENT OF EMPLOYMENT is made today

BETWEEN:

(1) Ship Shape Payroll Ltd ("The Company")

(2) You ("The Employee")

This Statement sets out the terms and conditions of your employment with the Company with effect from attendance on site for your first day's work and also contains the written particulars of your employment which are required to be given to you under the Employment Rights Act 1996. This Statement supersedes any other Contract or verbal terms of agreement already in place. Your period of continuous employment with the Company commenced on the day you first commenced working for the Company.

EQUAL OPPORTUNITIES

1. The Company is committed to a policy of non-discrimination on the grounds of an individual's sex, marital status, disability, race, colour, national or ethnic origin in the treatment of its staff and consideration of employment candidates.
2. The Company is fully committed to ensuring that this policy is implemented and developed. All conditions of employment, including pay and staff benefits, apply on a fair and equal basis to every member of staff.
3. To discriminate, either directly or indirectly may be unlawful under the Sex Discrimination Act, the Race Relations Act, or the Disability Discrimination Act, and will also be considered under the Company's disciplinary procedure.

JOB TITLE & DUTIES

4. You are employed as a Construction Operative. The duties that you perform may from time to time be varied by the Company and, in addition to your normal duties, you may sometimes be required (without extra remuneration) to carry out any other reasonable duties falling within your capabilities.
5. The nature of the work servicing the Company's clients requires unsupervised work, for work to be conducted in a workmanlike and professional manner, and for courteous customer facing behaviour.
6. You acknowledge these specific work conditions and accept that any breach of these may be regarded as gross misconduct.

PLACE OF WORK

7. The Company is based at 12 London Mews, Paddington, London, W2 1HY and you will work at that place but will be required to work at various sites as directed by the Company in accordance with the needs of the business.

ADDITIONAL BENEFITS: SHIP SHAPE PAY

8. The Company has entered into a Contractor and Sub Contractor relationship between Ship Shape Resources Limited and the Company respectively for the purposes of securing Contract Services and associated benefits for staff members. The terms and conditions of this agreement as they effect you are outlined below:
 - a. The Sub Contractor agrees to discount contract rates by 4% to allow for the cost of the Services and Benefits to staff.
 - b. The Contractor will contract with any Client or Agency, not just Ship Shape Clients, to promote and supply construction services which include the Sub Contractor's staff' skills and services.
 - c. The Contractor will execute debt collection on all legitimate assignments.
 - d. The Contractor will arrange for the completion of personal tax returns for the Sub Contractor's staff in any financial year where those staff have worked 12 weeks or longer.
 - e. The Contractor will coordinate and pay for any CITB CSCS test passed by Sub Contractor's staff (or any other specific health and Safety exam with agreement in writing)

f. The Contractor will arrange for public and employers liability and accident insurance cover during any assignment paid through Ship Shape Pay.

g. The Contractor will appoint a personal consultant who will stay with each Sub Contractor staff member for the length of time they are assigned to Ship Shape Pay works and services will include updating the Sub Contractor's staff' CVs, Marketing the Sub Contractor's staff and services to Construction Companies and Agencies, administrate claimable expenses and generally advise the Sub Contractor's staff for advancement of their safety, compliance and business interests in the Construction Industry.

h. Where a subcontractor staff member is paid outside of the Ship Shape Pay structure these services may be withdrawn by the Contractor with regards that staff member.

i. Where no business has been transgressed through Ship Shape Pay for a period of 12 weeks for any given Sub Contractor staff member, the services and obligations to that staff member will cease unless otherwise agreed in writing.

HOURS OF WORK

9. Your normal hours of work are not greater than 35 hours any given week and may be considerably less as required. Generally 7 hours are worked between 8.00am to 5.00pm Monday to Saturday as the job requires. You may take an hour long break for lunch and at least 2 other short breaks during the day.
10. You are not guaranteed continuous work nor any minimum number of hours in a given period.
11. You are also required to familiarise yourself with and abide by all general and site specific Health and Safety Regulations and Site Safety Assessments and procedures.

PAY AND DEDUCTIONS

12. Your gross pay will be: all monies generated by the Company for the work you have delivered under Company contract, less management costs (usually 4% or £16.90) agreed in the commercial agreement between the Company and Ship Shape Resources Ltd for the administration of Ship Shape Pay and £2.99 per week for Public Liability and Accident Insurance cover, less the Company Employers National Insurance, and includes statutory holiday pay released pro-rata.
13. Net pay will be the gross pay less deductions for income tax & national insurance & any other deductions that may be required by law.
14. The Company shall also be entitled at any time during your employment or on its termination, however arising, to deduct from your remuneration any monies due from you to the Company including but not limited to any overpayments, outstanding loans and advances, the costs of repairing any damage to the Company's property which the Company reasonably believes was wilfully caused by you, and any sums due for deduction.

MATERNITY/ PATERNITY BENEFITS

15. The Company honours minimum statutory maternity & paternity benefits.

ILLNESS/INJURY ABSENCE

16. Public Liability and Accident Insurance will be put in place for you including £300 per week income support for up to 104 weeks following serious incapacitating injury.
17. You have no contractual right to sick or injury pay other than as provided for under Statutory Sick Pay Regulations. You are required to co-operate in the maintenance of necessary records for Statutory Sick Pay purposes.
18. You are entitled to statutory sick pay in the amount of £13.19 (£79.15 per week divided by 6 normal working days) per day under the conditions that:
 - a. You have commenced work for the Ship Shape under this statement of employment
 - b. You had confirmed work under this statement of employment and were unable to attend that work due to illness
 - c. You have notified your Customer Services Executive of your sickness within 2 days of sickness especially where that sickness may affect booked work under this statement of employment and Company contracts
 - d. You are sick for four or more calendar days in a row
 - e. You have a medical certificate to support your illness
 - f. You keep your Customer Services Executive fully informed throughout your absence indicating likely date of return to work and the nature and progress of your illness

- g. You have average weekly earnings under this statement of employment equal to or more than the lower earnings limit for National Insurance contribution (NIC) purposes of £97 a week

TERMINATION OF EMPLOYMENT

19. The length of notice which you are required to give and entitled to receive from the Company to terminate your employment during any ongoing Company contract where you are currently employed and your skills continue to be required is one week until you have been continuously employed for 2 years when it will increase to two weeks.
20. The Company reserves the right to pay compensation in lieu notice.
21. The Company may dismiss you summarily without notice or payment in lieu where you have committed an act of gross misconduct.

GRIEVANCE PROCEDURE

22. Any grievance arising during the course of your employment should be raised first by speaking with your immediate supervisor. If you fail to get a satisfactory solution within 2 working days you should notify the grievance in writing to the company Director who, after consultation, will give their decision relating to it in writing within 5 working days of notification.

APPEAL AGAINST DISCIPLINARY ACTION

23. You may appeal against any disciplinary action taken against you during the course of your employment. You must notify the Company Director in writing of your intention to appeal within 3 working days of the disciplinary action being taken.

OTHER CONDITIONS

24. No responsibility is accepted by the Company in respect of loss of, or damage to, any personal property of an employee on the Company's premises or in the Company's vehicles. Any such property left on the premises or in a vehicle is at the owner's risk.
25. Alterations to this Statement may be made by the Company with reasonable notice.
26. You are required to inform the Company in writing immediately of change of address.
27. There are no collective agreements which affect this statement of employment.

DRIVING

28. If part of your duties includes driving, you have confirmed that you hold a valid license to drive the vehicles owned by the Company or its customers and agree that if you cease to hold such a driving license then in the absence of suitable alternative employment the Company will have no option but to terminate your employment. You shall on request from the Company produce your driving license for inspection.
29. You are not entitled to use the vehicle for your own personal use. It must be returned to the Company's premises at the end of each working day unless you are specifically informed otherwise.

48 HOUR RULE

30. In the absence of your written agreement, you are prevented under the Working Time Regulations from carrying out more than an average of 48 hours in any 7 day period. If your normal working week exceeds this, you will be invited to opt out of the relevant regulation by providing your written consent. You can withdraw your consent at any time by providing three months notice in writing to the Company. If you do not consent your hours may have to be reduced by the Company and consequently your weekly wage may be reduced proportionately if your working time exceeds an average of 48 hours. You will suffer no other detriment as a result of refusing to sign the consent. The working time will include time which you may work for a second employer. As a result you are required to inform the Company if you have additional employment providing details of the number of hours you work, the name of your employer, their address and telephone number.
31. Nothing in this Statement is intended to require you to work over 48 hours on average in the absence of your written consent.

ENTIRE AGREEMENT

32. This Statement will stand in place and to the entire exclusion of all previous agreements between yourself and the Company relating to your employment subject to signature of this statement.

TIMESHEET ADMINISTRATION FEES

33. Timesheets for which Ship Shape must acquire authorisation on your behalf will incur a £5 administration fee (per Timesheet). You agree to pay these fees.

CONTRACT FOR SERVICES AND STATEMENT OF EMPLOYMENT

I will keep a copy of this document for future reference. I understand the difference between bona fide subcontracting and employment. I have elected to work as a subcontractor or as an employee as best fits my current circumstances and have notified Ship Shape of this choice. By online agreement or by printing, signing and return by Freepost, I hereby agree to the foregoing Contract for Services, or Statement of Employment as corresponds to my current circumstances and choice notified to Ship Shape.

PLEASE COMPLETE:

Name:

Signature:

Date:

OPID:

IF PROVIDING WRITTEN AGREEMENT, PLEASE RETURN A SIGNED COPY TO SHIP SHAPE BY SENDING TO "FREEPOST SHIP SHAPE" (NO STAMP OR FURTHER ADDRESS DETAILS REQUIRED) - AND KEEP A COPY FOR YOUR OWN RECORDS.