

CONTRACT OF SERVICE

Section A) EMPLOYEE AND ROLE SPECIFIC INFORMATION (to be referenced from Section B)

- 1) Employee name:
- 2) Employee address:
- 3) Date of commencement of employment:
- 4) Assignment start date:
- 5) Job role:
- 6) Pay rate:
- 7) Frequency of pay:

Section B) GENERAL TERMS

This **STATEMENT OF EMPLOYMENT** is made today

BETWEEN:

(1) Ship Shape Resources Ltd ("The Company") of 12 London Mews, London W2 1HY

(2) You ("The Employee") [(as stated in Sections A)1) and A(2)]

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 attended work for the Company, stated in Section A) 3). The start date of this assignment is stated in Section A) 4).

EQUAL OPPORTUNITIES

1. The Company is committed to a policy of non-discrimination and compliance with the Equality Act 2010.
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 Equality Act 2010, and will also be considered under the Company's disciplinary procedure.

JOB TITLE & DUTIES

4. You are employed [in the role stated in Section A) 5)], to deliver or contribute to the contracts for works won by the Company. 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 work-like and professional manner, and for courteous customer facing behaviour.
6. The Company runs an internet based business and all communications will be electronic via email, SMS, and / or stored on secure internet pages personalised for your use. It is your responsibility to provide to the Company a valid email address and mobile telephone number, to ensure that your email and SMS inbox will receive Company communications and to check those services and your personalised internet pages regularly for communications from the Company. You warrant that the Company may treat any such communications sent or published as having been received and read by you.
7. Your responsibilities include informing the Company of your work finishing at any client.
8. If you accept work offered by the Company at a client, as soon as possible prior to the commencement of each such assignment and during that assignment (as appropriate) and at any time at the Company's request, the you undertake to:
 - a. inform the Company of any calendar weeks between 1 October 2011 and prior to the date of commencement of the relevant work and / or during the relevant work in which you have worked in the same or a similar role at the relevant client via the Company or any third party before and;
 - b. Provide the Company with all the details of such work, including (without limitation) details of where, when and the period(s) during which such work was undertaken and any other details requested by the Company; and
 - c. You acknowledge that any breach of your obligations set out in this clause may cause the Company to suffer loss and that the Company reserves the right to recover such losses from you.
9. You acknowledge these specific work conditions and accept that any breach of these may be regarded as gross misconduct.

PLACE OF WORK

10. The Company is based at 12 London Mews, Paddington, London, W2 1HY and you may work at that place but will also be required to work at various sites as directed by the Company in accordance with the needs of the business; unless otherwise agreed within 25 miles of your residential address or within 180 minutes daily commute time.
11. You will not be required to work outside the UK during your employment.

CONTRACT OF SERVICE

HEALTH & SAFETY

12. You are required to familiarise yourself with and abide by all general and site specific Health and Safety regulations and site safety assessments and procedures.
13. Employees should take all reasonable steps to safeguard their own Health and Safety and that of any other person who may be present or be affected by his or her actions on any assignment and comply with the Health and Safety policies and procedures of the end client.
14. The Company shall ensure that its employees are aware of any risks to health and safety known by the end client in relation to the assignment and the steps the end client has taken to prevent or control such risks; including what experience, training, qualifications and any authorisation required by law or a professional body the client considers necessary or which are required by law to work in the assignment.

HOURS OF WORK

15. 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 assignment requires. You may take an hour long break for lunch and at least 2 other short breaks during the day. The Company acknowledges its obligation to provide continuous work to you throughout the entirety of the employment delivering at a minimum 336 hours work each year. You are under a reciprocal obligation to accept any and all such work offered. Such obligation will remain in force until either party terminates their obligation subject to the terms of this Statement.

PAY AND DEDUCTIONS

16. The pay rate for this assignment is specified in Section A) 6) above.
17. Your net pay will be the gross pay less deductions for income tax & employees National Insurance & any other deductions that may be required by law.
18. Your frequency of pay is specified in Section A) 7) and will reach your bank account by the Friday (at the latest) of the week following submission of your hours worked.
19. 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.

HOLIDAY PAY

20. You are entitled to 20 days' holiday during each holiday year. In addition you are entitled to take [the usual] public holidays [in England and Wales] [or a day in lieu where we require you to work on a public holiday]. [You are entitled to your basic rate of pay during such holidays.] Your holiday year commences from your first day on assignment.
21. Holiday dates must be agreed with the Ship Shape HR manager in writing in advance (email payroll@shipshapepay.com). The Company may require you to take holiday on specific days which will be notified to you.
22. You cannot carry untaken holiday entitlement forward from one holiday year to the following holiday year unless a period of statutory maternity, paternity or adoption leave has prevented you from taking it in the relevant year.
23. We shall not pay you in lieu of untaken holiday except on termination of employment. A payment in lieu on termination shall be based on your entitlement under clause 21 plus any holiday carried forward from the preceding leave year. It shall be paid at the rate of 1/260th of your [full-time equivalent] salary for each day's holiday accrued but not taken.
24. If you have taken more holiday than our accrued entitlement at the date your employment terminates, we shall be entitled to deduct from your final salary payment one day's pay [calculated at 1/260th of your [full-time equivalent] salary] for each excess day.

MATERNITY/ PATERNITY BENEFITS

25. The Company honours minimum statutory maternity and paternity benefits.

ILLNESS/INJURY ABSENCE

26. You are entitled to Statutory Sick Pay determined by prevailing legislation under the conditions that:
 - a) You have commenced work for the Ship Shape under this statement of employment
 - b) You are sick for four or more calendar days in a row
 - c) You have a medical certificate to support your illness where that illness has lasted more than 7 days
 - d) You keep the Company's manager/consultant fully informed throughout your absence indicating likely date of return to work and the nature and progress of your illness
 - e) You have average weekly earnings under this Statement equal to or more than the lower earnings limit for National Insurance contribution (NIC) purposes determined by prevailing legislation.
27. It is Company policy that the following requirements are met before Statutory Sick Pay will be paid:
 - a. You had confirmed work under this Statement and were unable to attend that work due to illness.
 - b. You have notified the Company's manager / consultant of your sickness within 2 days of sickness especially where that sickness may affect booked work under this Statement and Company contracts

CONTRACT OF SERVICE

TERMINATION OF EMPLOYMENT

28. 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 and thereafter in line with the provisions of the Employment Rights Act 1996.
29. The Company reserves the right to pay remuneration in lieu of notice.
30. The Company may dismiss you summarily without notice or payment in lieu where you have committed an act or acts of gross misconduct.

DISCIPLINARY AND GRIEVANCE PROCEDURES

31. Your attention is drawn to the disciplinary and grievance procedures applicable to your employment, a copy of which is contained in the Temporary Employee Handbook supplied to you. These procedures do not form part of your contract of employment.
32. If you wish to appeal against a disciplinary decision you may apply in writing to the Ship Shape HR manager by email to payroll@shipshapepay.com in accordance with the Company's disciplinary procedure.
33. If you wish to raise a grievance you may apply in writing to Ship Shape HR manager by email to payroll@shipshapepay.com in accordance with the Company's grievance procedure.

OTHER CONDITIONS

34. The Company may provide online facilities for your utility and convenience. You agree to use these facilities in accordance with our online Conditions of Use as published and updated from time to time on these pages.
35. 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.
36. Alterations to this Statement may be made by the Company with reasonable notice.
37. You are required to inform the Company in writing immediately of change of address.
38. There are no collective agreements which affect this statement of employment.
39. These terms and conditions may change from time to time, and may always be found at www.myshipshape.com. Any changes will be notified in writing and will be binding 30 days from such notification unless otherwise agreed. If you have any objections to any changes please notify us in writing with that 30 day time frame.

PENSIONS

40. You may join the Company's stakeholder pension scheme [Scheme] (or such other registered pension scheme as may be set up by the Company to replace the Scheme) subject to satisfying certain eligibility criteria and subject to the rules of the Scheme as amended from time to time. Full details of the Scheme are available from the Ship Shape HR manager by email to payroll@shipshapepay.com.
41. A contracting-out certificate is not in force in respect of your employment.

DRIVING

42. 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.
43. 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

44. In the absence of your written agreement, you are prevented under the Working Time Regulations 1998 (as amended) from carrying out more than an average of 48 hours in any 7 day period over a 17 week reference 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.
45. 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

46. 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.
47. You confirm that you have received and read the Ship Shape Health & Safety Policy

CONTRACT OF SERVICE

DATA TRANSFER PERMISSION

48. You warrant that all information provided by you to the Company and the Company's clients is, and will be, correct to the best of your knowledge. You agree to allow the Company's clients to pass your personal and pay data to the Company, and vice versa as required to ensure efficient calculation and payment of your wages, with all statutory employment laws met and correct pay, tax and deductions made, accessed and checked by both parties.

EMPLOYMENT VERSUS SUB CONTRACTING

49. You understand the difference between subcontracting and employment. You have elected to work as an employee and have notified Ship Shape of this choice. By online agreement or by printing, signing and return by Freepost, you hereby agree to the foregoing Statement of Employment. You agree to keep a copy of this document for future reference.

X **Please sign below**

C8_SSR_V101