

Application for work with Universal Group

As part of Universal Group's commitment to its employees, sub-contractors and contractors, we are committed to informing anyone undertaking work on our behalf of the existence of our Health Safety and Welfare Policy document, its meaning, and our ways of implementing the objectives set out therein.

As a new, or existing, employee / contractor working with the company, we ask you to read the attached pages and take note of the emphasis that the company places on matters of health, safety and welfare and, particularly, of the responsibilities we place on you with respect to your particular position in the company. Please note also the accompanying policy documents regarding Environmental, Alcohol & Drugs Misuse, Equal Opportunities and Race Relations matters which we apply to our operations. If you need any explanation of the content, or would like to make constructive suggestions with respect to the objectives and putting them into practice, do not hesitate to contact me.

Once you have read all the attached document including policy statements, please sign the application/acknowledgement slip at the end and return to me at the office. If you haven't understood any of the information or you have any questions please ask! By signing this document you give consent to Universal Group to retain all personal information on file. None of the information provided will be shared with any third party as per the data protection act (1998).

Prior to joining Universal Group all personnel must undergo a Drugs and Alcohol test. Passing this test is compulsory and any failure (or refusal to take the test) will prevent you from being employed. Where working on Rail projects this Drug and Alcohol test will be in line with the Network Rail limitations – information on this test can be found in the drug and alcohol policy.

If you have a C.V. please enclose it with this package. If not, please fill in the second sheet of the Application Form with details of any safety or training qualifications you may have – such as First Aid, Track Safety, Plant Operation, CSCS etc., together with certificates (we will copy and return originals to you).

If you have any medical condition or you are taking prescribed or un-prescribed medicines please state on the attached questionnaire

We trust that you will treat this matter with due importance so that we can work together to produce the highest possible standards for the benefit of all.

Yours faithfully,

**Richard Lowe**  
Managing Director

Universal Group will not pass this application and offer work to any applicant who can't provide the correct identification that proves your right to work in the UK. If you are unsure what ID is required, use the enclosed "Guide to Pre Employment Checks" document. Please tick the below box to show what ID you have included and sign/date to verify this section of your application.

Right to work check	Tick	EEA nationals who can work without restriction		
<b>Office Use Only</b>		Austria	Greece	Netherlands
Picture (good likeness)	<input type="checkbox"/>	Belgium	Hungary	Norway
DOB (appears accurate)	<input type="checkbox"/>	Bulgaria	Iceland	Poland
Genuine (reasonable appearance)	<input type="checkbox"/>	Cyprus	Ireland	Portugal
EEA passport (circle country)	<input type="checkbox"/>	Czech Republic	Italy	Romania
Passport bio page copied	<input type="checkbox"/>	Denmark	Latvia	Slovakia
Non EEA passport	<input type="checkbox"/>	Estonia	Liechtenstein	Slovenia
Passport bio page copied	<input type="checkbox"/>	Finland	Lithuania	Spain
Non EEA passport	<input type="checkbox"/>	France	Luxemburg	Sweden
Passport bio page copied	<input type="checkbox"/>	Germany	Malta	Switzerland
Visa/Biometric Residence Permit copied (front & back)	<input type="checkbox"/>			UK (British Citizen only)

**Personal Details**

Full Name		Date of birth	
Address			
Town		County	
Postcode		Home Tel. No.	
Mobile No.		Email	
National Insurance		Country of Birth	
UTR		Bank Name	
Bank Account No.		Bank Sort Code	
Next of Kin Name		Next of Kin Tel:	

**Only complete the following section if you wish to be paid as a limited company**

Company name	
Company address (if different to above)	
Company registration number	
VAT number (if applicable)	
Company UTR number	
Bank name	
Bank account number	
Bank sort code	

**To be paid as a limited company you must provide your company insurance certs along with this completed pack**

Do you have the right to work in the UK?

Yes/No. Permission type Passport/EEA Passport/Visa/Other

Passport/Visa details

**Qualifications / Competencies / Certification**

Trades (e.g. bricklayer, joiner etc)	
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**Competencies**

ICI (industry common induction) passed?	Yes/No		
Name of Qualification (PTS, CSCS, etc...)	Card / certificate number	Expiry date	Copied / Verified

References			
Name		Contact number	
Company		Start date	
Reason for leaving		Finish date	
Name		Contact number	
Company		Start date	
Reason for leaving		Finish date	
Inclusion and Diversity			
This information will be used solely for the purposes of measuring and monitoring our recruitment practices. Universal Group is fully committed to providing equality for all and this information will not be used in relation to any recruitment or selection decision			
Please describe your ethnic origin by ticking the appropriate box. This is to show your colour and ethnic group, not your place of birth. (These groups are all recommended by the commission for Racial Equality)			
White - British		White & Black	
White - Irish		White & Black African	
Any other white		White & Asian	
Black - Caribbean		Any other mixed	
Black - African		Indian	
Any other black		Pakistani	
Chinese		Bangladeshi	
Other ethnic group		Any other Asian	
Disability			
Do you consider yourself to have a disability? Yes/No			
If yes, are there any specific arrangements you would require for work? Please detail below			
Sickness Absence			
Please provide details of spells and duration of absence through illness/injury you have had from work in the past two years:			
Rehabilitation of Offenders Act			
You are not required to disclose spent convictions covered by the act. A conviction becomes spent after a certain length of time, which varies depending on your sentence and your age at the time of the conviction.			
Do you have any criminal convictions, which are not spent? Yes/No			
Please detail :			
Declaration			
Universal Group hereby informs you that they intend to process the data you have provided within this document solely for the purpose of administration. This information may be disclosed to the Line Management, HR, Safety & Compliance and professional screening agents only.			

# Contract for Services

## PARTIES

This is an agreement made between **Universal Group** (the Contractor) registered number **03728536** and (the Sub- Contractor), of  
**Name:**.....**Address:**.....  
.....

## PURPOSE

The purpose of this agreement is not to establish an employment relationship, but to define the extent under which the relationship between the Contractor and the Sub-Contractor allows there to be a contract for services, to work as and when requirements allow. The Sub-Contractor is in business on his/her own account as ..... **(INSERT TRADE)**  
and agrees to provide the following services to the Contractor, in a professional and workmanlike manner, from time to time in accordance with the provisions of the Contract for Services trade

## PLACE OF WORK

The Sub-Contractor is not obliged to undertake work at a different site or location from that verbally agreed between the parties at the beginning of the Contract. The Sub-Contractor may at his/her absolute discretion agree to undertake works at a different location from that originally agreed but reserves the right to renegotiate the contract price.

## OBLIGATION FOR WORK

The Sub-Contractor should not expect the Contractor to provide him or her with work on a continuous or ongoing basis. The Sub-Contractor will only be given work as and when the Contractor chooses and when work becomes available that is felt to be suitable for the Sub-Contractor. Specifically, the parties agree that they do not wish to imply or create any mutuality of obligations whatsoever.

## AVAILABILITY FOR WORK

When the Contractor offers the Sub-Contractor work, the Sub-Contractor may accept it or refuse it as the case may be. Any refusal to accept work will not preclude the Sub-Contractor being offered further work when another opportunity arises.

The Sub-Contractor has the unfettered and unlimited right, at his/her absolute discretion, to send a substitute or delegate to perform the works or to hire assistance to complete the works. The agreement of the Contractor is not required in any circumstances, nor does notice of sending a substitute or delegate or hired assistance need to be given to the Contractor. In the event that the Sub-Contractor sends a substitute or delegate or hires assistance, the Sub-Contractor will be solely responsible for the payment and control of the substitute or delegate or hired assistance and the Contractor will have no legal, contractual or financial relationship with such substitute or delegate or hired assistance.

The Sub-Contractor may undertake work for any other organisation at any other organisation at any time, whether before, during or after this contract for services, and the undertaking of such work will not preclude the Contractor offering the Sub-Contractor additional assignments as and when they become available. The Contractor acknowledges and agrees that the Sub-Contractor cannot be required to give the Contractor any priority over any other Contractor.

The Sub-Contractor may advertise his/her services on and off site and sign-write his/her own vehicles and equipment in any way he/she sees fit without any objection by the Contractor.

## DIRECTION AND CONTROL

The Sub-Contractor will not work under the discretion and control of the Contractor, but will nonetheless assist the Contractor by making all reasonable attempts to work within agreed overall deadlines. In addition the Sub-Contractor is expected to observe Health and Safety Regulations regarding working hours and to comply with any required procedures for site security or recording attendance for the specific purposes of Health and Safety legislation or other site operational requirements.

The Sub-Contractor acknowledges that he/she is in business on his/her own account and is not part and parcel of the Contractor's business. The Sub-Contractor will at all times represent himself/herself as an independent Sub-Contractor and will in no circumstances represent or hold himself/herself out as a servant, employee or worker of the Contractor.

## TOOLS AND EQUIPMENT

The Sub-Contractor will provide materials, plant, tools and equipment only where specifically agreed in writing by the Contractor. The parties recognise that this Agreement is essentially a contract for services in respect of labour only and that the Sub-Contractor has used his/her commercial judgment in recognising that materials, plant, tools and equipment can be sourced more economically by the Contractor or the Contractor's client.

## PAYMENT

The contract price will be negotiated and agreed by the parties on a verbal basis from time to time. Written tenders are not required. Both parties are obliged to honor any agreed price. Payments are made on submission of an invoice for works undertaken prepared by the Contractor from timesheets submitted by the Sub-Contractors foreman/supervisor. The Sub-Contractor will, if requested by the Contractor, supply a specimen of his/her business stationary and business card for the Contractor's record.

The Sub-Contractor will not be entitled to receive any payments for cancelled works or where a site is closed due to inclement weather, unless by specific prior approval in writing.

The Sub-Contractor is not entitled to receive any benefits of the Contractor's company or partake in any pension run by the Contractor. Payments are made strictly in accordance with the above and there will be no payments due during periods when no work is provided.

The Sub-Contractor accepts the legal risk in respect of public liability and will therefore arrange necessary cover and pay associated premiums. The Sub-Contractor will be responsible for providing his/her own personal safety equipment and that for any substitute, delegate or hired assistance. The Sub-Contractor will be responsible for bearing the costs of acquisition and maintenance of transport, appropriate hand tools and the expenses of accountancy fees, business stationary and any other incidentals of being in business on one's own account.

## TAX ARRANGEMENTS

~~\*The Sub-Contractor is entirely responsible for his/her own tax and National Insurance arrangements.~~

OR

\*Payment will be made gross or subject to deduction at the appropriate rate(s) in accordance with HMRC requirements from time to time.

**\*Delete as appropriate**

## ADMIN FEE

This will be taken off all sole traders and limited companies or any person or company working under the cis scheme and will be calculated as follows. If you earn (per week) £401+ then its £21, £301-400 its £15, £151-300 its £10, £91-150 is £7.50 and under £90 is £5. The admin fee is to cover the cost of:

- Processing the Sub-Contractor payroll
- Management of the CIS returns process
- Systematic emailing of weekly payment certs
- Compilation of annual payment summaries
- Cover for basic training requirements

## **EQUAL OPPORTUNITIES**

The Contractor recognises that discrimination is unacceptable and equality of opportunity is a feature of the Contractor's practices and procedures and the Contractor operates a formal equal opportunities policy. Breaches of the policy will lead to investigation and, if appropriate, further action.

The aim of the policy is to ensure no person is discriminated against either directly or indirectly on the grounds of race, colour, ethnic or national origin, religion and belief, sex, marital status, sexual orientation, gender reassignments, age or disability.

The Contractor maintains a neutral working environment in which no person feels threatened or intimidated. The Sub-Contractor is obliged not to act in a discriminatory fashion towards the Contractor's employees, workers or other Sub-Contractors.

The Contractor will endeavor, through appropriate training, to ensure that Managers making selection decisions will not discriminate, whether consciously or unconsciously, in making these decisions and that we adopt a consistent, non-discriminatory approach to the selection of Sub-Contractors.

## **HEALTH AND SAFETY**

The Sub-Contractor should take all reasonable measures to safeguard their own health and safety and that of any other person who may be affected by their actions. The Sub-Contractor must provide his/her own employers liability insurance where appropriate.

## **STANDARDS OF PERFORMANCE AND CONDUCT**

If the Sub-Contractor's standards of performance and conduct cause dissatisfaction, action may be taken, their services may be terminated and they may not be requested to undertake further assignments. The Sub-Contractor at his/her own cost or in his/her own time will remedy any defective work by the Sub-Contractor or his/her substitutes, delegates or hired assistance.

## **TERMINATION**

Either party for whatever reason can immediately terminate this contract for services and no notice is required to be given.

## **DAMAGE TO COMPANY VEHICLES**

If you are the driver or part of a crew who use a company vehicle, you will equally be held responsible for any damage caused whilst that vehicle is in your possession or you are travelling in it. The costs incurred for repairing or cleaning the vehicle will be taken out of your wages to a maximum of £100 per week until the debt is settled.

## **GRIEVANCE**

If you feel aggrieved at any matter relating to your work, you should first raise the matter with the Division Manager, explaining fully the nature and extent of your grievance. You will then be invited to a meeting at a reasonable time and location at which your grievance will be investigated fully. You must take all reasonable steps to attend this meeting. You will be notified of the decision, in writing, normally within ten working days of the meeting, including your right of appeal.

## **PRIVACY**

Universal Group holds data in paper and electronic formats which are secured on site and also backed up using secure services. We will only store the necessary data that you have provided such as business details including bank details, contact names, NI numbers and email addresses.

We take privacy very seriously and we will not use or share your information with any other company for marketing purposes.

We presume therefore that you accept us holding this data and information and therefore no further action is necessary or required.

## Hand Arm Vibration Questionnaire

### Confidential

The health of our employees is important to us. As part of our commitment to health, we have put in place a comprehensive system of occupational health monitoring. This questionnaire is part of that monitoring system. It is extremely important for both yourself and us as your employer that you complete it fully and that the information that you give is to the best of your knowledge and accurate.

You are being asked to complete this particular questionnaire because we have identified that you may be exposed to levels of vibration at which we have a legal obligation to monitor your health. This monitoring is specifically aimed at the potential ill health effects of vibration and you have a legal obligation to cooperate with this monitoring.

In the event of there being a work issue, which may be related to your health (or vice versa), Universal Group will review whether you had disclosed the relevant medical information on the questionnaire. This questionnaire will form part of your medical record, which will be kept for a minimum of 40 years. The company healthcare provider fully complies with Data Protection legislation and Medical Confidentiality Guidelines. In signing this, you confirm that you have given your explicit consent within the meaning of the Data Protection Act 1998 for the company's healthcare provider to process your personal information with respect to your health assessment.

Work History - Please list previous jobs or posts held			
Company name	Position held	Date from	Date to

Q1	<b>Do you use vibrating tools/equipment in your CURRENT job?</b>		Yes – Go to Q2		No – Go to Q3
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Q2	<b>Which of the following tools do you use and how often?</b> (please tick all that apply and give details)		Approx. days per month		Approx. hours per day
	Breaker/ Kango / Cobra/ Hilti				
	Wacker Plate				
	Rail Saw/hand held or mounted disc cutter				
	Impact Wrench / Bance /nut runner				
	Hammer drill				
	Angle / Rail grinder				
	Strimmer / Chain saws				
	Other (please specify)				

Q3	<b>Did you use vibrating tools/equipment in any of your PREVIOUS jobs?</b>		Yes – Go to Q4		No – Go to Q5
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Q4	<b>Which of the following tools do you use and how often?</b> (please tick all that apply and give details)	Approx. days per month	Approx. hours per day
	Breaker/ Kango / Cobra/ Hilti		
	Wacker Plate		
	Rail Saw/hand held or mounted disc cutter		
	Impact Wrench / Bance /nut runner		
	Hammer drill		
	Angle / Rail grinder		
	Strimmer / Chain saws		
	Other (please specify)		
Q5	<b>Do your fingers ever display any of the following symptoms?</b> (please tick relevant box for each)	Yes	No
	Turning white in cold weather? (whiteness means a clear discolouration of the fingers)		
	If yes, do you have difficulty re-warming them when leaving the cold?		
	Turning white at any other time?		
	Going numb (loss of feeling) for more than 20 minutes after using vibrating tools?		
	Tingling for more than 20 minutes after using vibrating tools?		
	Tingling at any other time?		
	If you answered "yes" to any of the above:		
	Do your symptoms affect your social/leisure activities?		
	Do your symptoms affect your work activities?		
	Have you ever been told that your symptoms are NOT caused by vibration (i.e. caused by another illness e.g. Raynaud's disease or another disease)?		
Q6	Do you wake at night with pain, tingling or numbness in your hand or wrist?	Yes	No
Q7	Do you have difficulties picking up very small objects (e.g. screws or buttons) or opening tight jars?		
Q8	Are you experiencing any other problems with the muscles or joints of the hands or arms?		
	If "yes", please give details.		
Q9	Have you ever had a serious neck, arm or hand injury or operation?		
	If "yes", please give details.		
Q10	Are you on any long term medication?		
	If "yes", please give details.		
Q11	Do you suffer from blanching, numbness and/or tingling in your nose, toes or feet?		
	If "yes", please give details, including when you first noticed this		
Q12	Have you ever been told that you:		
	Suffer from Hand Arm Vibration Syndrome (HAVS) or Vibration White Finger (VWF)?		
	Should not use or should limit your use of Hand Held Vibrating Tools		



## Medical Self Certification Form

Alertness and reasonable physical fitness are essential for duties which may interact with moving trains. It is, therefore, important to be accurate with your answers to this questionnaire, although trivial matters should be ignored (e.g. transient dizziness while gardening two years ago). **When you declare NO, you are accepting a degree of responsibility for your safety.**

Please answer the below and sign the declaration at the bottom

Yes

No

		Yes	No
1	Do you have Diabetes needing Insulin?		
2	Do you suffer from Epilepsy or fits?		
3	Have you ever had blackouts, recurrent dizziness or any condition, which may cause sudden collapse or incapacity?		
4	Do you get discomfort or pain in the chest or shortness of breath on exercise, e.g. climbing a single flight of stairs?		
5	Do you have difficulty in moving rapidly over short distances, including on slopes, steps or rough ground?		
6	Would you have difficulty in looking over either shoulder?		
7	Would you have difficulty working in out-door open areas?		
8	Would you have difficulty working in enclosed spaces?		
9	Would you have difficulty working above head height (e.g. using ladders or maintenance platforms)?		
10	Do you have difficulty with your eyesight?		
11	If yes, do you wear spectacles/ contact lenses?		
12	Do you have difficulty in correctly identifying colours?		
13	Do you have any difficulty with your hearing?		
14	Are you taking any medication that is giving you dizziness or drowsiness?		
15	Have you used, or abused, drugs within the last 12 months?		
16	Have you had any alcohol-related illness during the last 12 months?		

I will inform UPAC of any change to my health, which may affect my ability to perform my duties.

Name	Signed	Date

*Office use only:*

Action taken by Universal Group

Name	Signed	Date

Only sign these sections once you have filled in all the required information in the pack, read, and understood all contractual information.

Working Hours Disclaimer			
Agreement to opt out of regulation 4(l) of the Working Time Regulations 1998			
I (sub-contractor name)			
agree with Universal Group Ltd that the limit of regulation 4(l) of the Working Time Regulations 1998 shall not apply to me and that my average working time may therefore exceed 48 hours for each seven day period, as defined by and calculated in accordance with the Working Time Regulations 1998.			
Signed (sub-contractor)		Date	

Inclusion and Diversity			
This information is to be used solely for the purposes of measuring and monitoring our recruitment practices. Universal Group is fully committed to providing equality for all and this information will not be used in relation to any recruitment or selection decision			
Please sign below indicating your consent to the aforementioned processing and any disclosure and declaring that the information is true and complete. If it is discovered that any statements are false or misleading, you may have any application for work disqualified or indeed removed from any work commenced/completed.			
Signed (sub-contractor)		Date	

Contract For Services			
The contractor and sub-contractor agree and intend that the period of time covered by each individual assignment for contract works represents the commencement and termination of an individual contract for services and that a new contract for services will on the next occasion contract works are undertaken.			
Signed (Universal Group)		Date	
Signed (Sub-Contractor)		Date	
<b>This contract must be acknowledged. Failure of acknowledgement within 3 days: will be taken as full acceptance of this contract.</b>			

Training Deductions			
As a subcontractor you will be liable to covering the cost of your training			
I (sub-contractor name)			
agree with Universal Group that when training is booked on your behalf the cost of the training will be deducted from your wages.			
Signed (sub-contractor)		Date	

Declaration			
Personal and medical information provided by you will be retained by the company's healthcare provider and treated confidentially, i.e. clinical information will not be revealed to the company without your consent.			
In signing this questionnaire you confirm that you have read and understood the information given and that all information provided by you is true to the best of your knowledge. You also accept that if it is subsequently shown that relevant medical information has not been disclosed by you, or has been misleading or false, that you could then become liable to disciplinary proceedings by the company that may include dismissal.			
Signed		Date	