



NORTHWEST LTD

Welcome to CPB Northwest Limited

Please Read Carefully CPB Induction & Policies

New Sub Contractor Induction Information

Welcome to CPB Northwest Limited (CPB NW), please see attached your subcontractor information explaining your role and responsibilities, as a new subcontractor to CPB NW.

All Subcontractors are expected to adhere to the policies of CPB NW with no exceptions.

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1. Employment & Payments

- a. You expect that your employment with CPB NW is on a subcontractor basis with payments being made in accordance with the construction industry scheme.
- b. Payments will only be made to personal UTR numbers.
- c. You will need to send us your bank details and UTR number prior to commencement of work please note all your information will be stored on a secure system and we will not under any circumstances share your information with any third parties.
- d. If you are trading as a limited company, you will need to supply employers & public liability Insurance, you will also need to ensure your invoice to include (site address & company UTR number) has reached us no later than 1pm Tuesday following the week ending.
- e. It is your responsibility to ensure your invoice corresponds with the signed timesheet mistakes may result in late payment.
- f. Timesheets are to reach our office no later than 1pm Tuesday following the week ending they will then be processed and hours confirmed Tuesday / Wednesday and payments owed will be scheduled to reach your account Friday morning.
- g. Signed timesheets are to be sent to: timesheets@cpbnorthwestltd.co.uk.
- h. It is your responsibility to ensure your timesheet reaches our office on time signed by a representative of the client. Late timesheets may result in late payment.
- i. On a monthly basis our accountant will issue your subcontractor CIS monthly statements we can send these to you monthly or at year end, please note if duplicates are required, they will be charged for.
- j. To conduct yourself in an appropriate manner always towards fellow workers and site representatives.
- k. To attend morning briefings as required and to actively contribute where necessary.
- l. Warning for any appointments is required by informing CPB Northwest Ltd office via telephone or email. At least 48 hours' notice is required. A phone call to CPB Northwest Ltd office no later than 0900 to inform of any Absence/Sickness.
- m. To adhere to all HSQE Policies/Procedures on site. If at any time you are unhappy with any aspects, you must report to Site Manager. If asked to carry out any tasks which you feel are unsafe report to Site Manager immediately.

CPB Northwest Ltd, Suite 9 Evans Business Centre, Sycamore Trading Estate, Squires Gate Lane, Blackpool, FY4 3RL
M: 07852 804 443 – 07495 383 568 - E: enquiries@cpbnorthwestltd.co.uk - www.cpbnorthwestltd.co.uk



Induction Information – VER 001 – Rev 002 – 2021

Setting Examples – Speak Up For Safety - Challenging Unsafe Acts/Conditions.

We value the commitment from our Sub Contractors and are pleased to have you as part of our team. We aim to treat all our Sub Contractors fairly and with respect and expect the same in return.

Please take time to read through our Drugs and alcohol policy, the personal safety responsibilities for our construction operatives and or construction plant operators.

2. Drugs & Alcohol Policy Statement

To ensure that CPB (North West) Ltd comply with the current legislation relation to drug and alcohol misuse – The Health & Safety at Work etc Act 1974, the Misuse of Drugs Act 1971, the Transport and Works Act 1992, all employees, sub-contractors, consultants, trade contractors, agency workers or visitors must be aware of CPB's policy on the above. The misuse of alcohol and drugs can result in accidents, sickness absence, disciplinary problems and reduced efficiency. Colleagues and CPB can be put at risk from the misuse of such substances.

To ensure reduced risks of incidents CPB require the following to be adhered to:

- a. Anyone connected to CPB must not report for work or visit a site or any workplace if they are impaired due to the use of drugs (illegal or not, including prescribed medication) or alcohol.
- b. If you are taking prescribed regular medication please inform the office and site prior to starting work.
- c. Alcohol or drugs (illegal) must not be consumed, sold or distributed on any CPB premises or workplace. Being in possession of said substances will also be seen as an offence.
- d. CPB will carry out screening and testing to establish if there has been misuse of drugs or alcohol.
- e. Anyone suspected of alcohol and/or drugs misuse will be in breach of their contract and this policy. This will result in disciplinary action or, in the case of subcontractors, non-payment of due amount and may result in the termination of your contract.
- f. If there is a refusal to provide screening or testing CPB will treat this as a positive result. The same course of action, as in 4 above, will apply.
- g. CPB will endeavour to positively and confidentially support you, if you state that you have a drug and/or alcohol dependency problem. However, this must be stated prior to any breach of this policy.

CPB will review this policy as and when necessary, as determined by changes in legislation.

3. Personal Safety Responsibilities

Introduction.

This information is provided to ensure you are clear on the requirements to work on CPB NW Sites & CPB NW Client Sites your conditions of employment are non-negotiable. To work on CPB NW Sites and CPB NW Client Sites you must:

- Undertake a full site induction prior to commencing work.
- Demonstrate competency for the task you are expected to perform.
- Attend and contribute to each day's morning briefing.
- Adhere to site rules at all times.

You're Responsibilities:

- Think about site hazards - report - make safe if safe to do so.
- Never walk by unsafe behaviours or conditions.
- Prevent injuries to myself and to others by following safe methods of work.
- Comply with site rule - safety systems and processes.

All Operatives I will:

- Adhere to Client representatives instructions.
- Lead by example for others to follow.
- Ensure tasks are carried out safely.
- Wear correct PPE.
- Speak up for safety.
- Report unsafe acts or conditions.
- Take active part in site communications.
- Adhere to site Risk Assessments and Method Statements.
- Adhere to site Processes & Policies
- Use plant tools and equipment only if trained and competent to do so.
- Make sure my working area is safe from hazards for myself and others.
- Speak up when further information is required.
- Always keep a tidy safe site.
- Only carry out jobs I am trained & competent to do.

Plant Operators I Will:

- Adhere to the above 14no bullet points.
- Access and egress to plant three points of contact will be used.
- Complete plant check forms prior to each day's use.
- Report any damage to unsafe plant or tools and equipment.
- Use the JMS bucket changing method for automatic quick hitch.
- Only operate plant when banks man in position.
- Use the "Thumbs up" process allowing pedestrians to approach the machine.
- Remove the key before exiting the cab.

If I do not show the correct behaviour and work to CPB/Client requirements, you will be asked to leave site and may not be permitted to work for CPB Northwest Ltd or any CPB NW Client sites in the future.

Please Pay Attention to "The 10 Golden Rules"

4. Golden Rules

1. **Daily Briefing:** To be attended prior to commencement of work.
2. **Permits:** Control measures are in place & permits signed prior to commencing work.
3. **Access - Egress:** Use correct pedestrian/vehicle plant routes.
4. **Lifting:** No approved lifting plan NO lift.
5. **Buried Services:** Must be marked to identify their location.
6. **Danger Zones:** Do not enter danger zones around plant without thumbs up.
7. **Edge Protection:** Nobody is on the wrong side without fall arrest/restraint.
8. **Seat Belts:** Must be worn at all times.
9. **Technology:** Only use in agreed safe designated areas as instructed in inductions/daily briefing.
10. **Incidents:** Prevent them, sort if safe to do so - Report them.

5. Site Rules

- a. **Site Inductions:** You MUST attend site inductions prior to starting work.
- b. **Risk Assessments/Method Statements:** Understand it and sign it before starting work.
- c. **PPE/LEP:** To be worn at all times beyond site welfare facilities.
- d. **Coshh Assessments:** Read and understand them correct PPE before using the substance.
- e. **Welfare Facilities:** Use them and maintain them as intended.
- f. **Personal Hygiene:** Ensure a good standard at all times especially prior to eating.
- g. **Plant/Tools & Equipment:** Check condition prior to use - report & quarantine defective plant/tools/equipment.
- h. **Site Signage:** Follow site requirements.
- i. **Permits:** Must be in place for (Not an exhausted list).
 - **Excavations.**
 - **Confined Space.**
 - **Pumping.**
 - **Lifting Operations.**
 - **Hot Works.**
 - **Temporary Works.**
 - **Work with Asbestos.**
 - **Demolition.**
 - **Lone working.**
 - **Work on live Electrical installations.**
 - **Other activities as required (e.g. work on fragile roofs or within 6m of O/H electric lines).**
- j. **Company Vehicles:** Only drive vehicles if authorised to do so.
- k. **Waste disposal:** Use the correct skip/bin and store them to discourage vermin.
- l. **Housekeeping:** Keep work and storage areas tidy free from trip hazards.
- m. **Clothing:** No Rigger boots, No Shorts, No caps/hats under helmets (Only safety helmet liners permitted), No removal of tops.
- n. **Mobiles and Ipods etc:** Use in designated areas only.
- o. **COSHH Storage:** Safe and away from potential environmental impact.
- p. **Engines:** Switch them off when not in use.
- q. **Pollution:** Prevent pollution to surface water drains and sewers etc.
- r. **Fires:** Not permitted on site.

Appendix A

6. Terms & Conditions

Employer's name and address: CPB Northwest Limited, Suite 9 Evans Business Centre, Sycamore Trading Estate, Squires Gate Lane, Blackpool, FY4 3RL

(Company registration number 09468601) (the "Company").

Sub Contractor's name and address ("You").

In terms of the Employment Rights Act 1996 (the "Act"); this Agreement, together with any Assignment Schedule issued confirming the details of each assignment, gives details of your Terms and Conditions of Employment with the Company, together with other workplace information, as at the date of this Agreement.

1. JOB TITLE AND DUTIES

- 1.1** You are engaged to work on such projects and for such periods as we may from time to time require as set out in your Assignment Schedule in relation to service delivery requirements that the Company is contracted to undertake to deliver for the benefit of its Clients.
- 1.2** For the avoidance of doubt, we reserve the right to require you to cease or not to commence working on a project if we are unable to agree terms of business with the Client. The terms of this contract apply at all times (subject to termination in accordance with Clause 7) whether you are currently engaged on a project or between assignments.
- 1.3** You will perform all duties required of you by the Company, which may be detailed in the Assignment Schedule which will be provided to you in advance of commencing an assignment.
- 1.4** If you are aware of any reason relating to your health which may prevent you from carrying out any of the duties required of you by the Company you are obliged to inform the Company of this condition.
- 1.5** You shall, at the Company's request, provide confirmation of your identity, right to work in the UK and written references and shall cooperate in any checks in relation to experience, training, qualifications, skills, ability and authorisations relevant to the performance of the services.

2. COMMENCEMENT OF ENGAGEMENT

- 2.1** Your engagement with the Company commences on the date on which you commence your first assignment. For the avoidance of doubt, no engagement with a previous employer counts as part of your period of continuous engagement with the Company.
- 2.2** The Company will provide you with details of the role you will be required to undertake, the tasks to be performed, the location at which the work will be undertaken, hours of work and the entitlement to. This information will be supplied as part of the Assignment Schedule which shall take precedence in the event of a dispute arising between the Assignment Schedule and the Terms and Conditions.
- 2.3** Details of terms and conditions relevant to each assignment in respect of working time, night work, rest periods or rest breaks will be as set out in each Assignment Schedule.

3. REMUNERATION

- 3.1** There is no obligation for the Company to provide the minimum hours in any particular week or month or spread them evenly or at particular intervals over the year. You acknowledge that there may be periods when no work is available to you. The provisions of the Apportionment Act shall not apply to this Agreement.
- 3.2** Save as provided for herein the Company does not guarantee that there will always be suitable work to which you can be allocated. You acknowledge that there may be periods when no work is available for you. In such circumstances, subject to Clause 3.1, the Company has no obligation to pay you when you are not carrying out work.
- 3.3** You are obliged to work when required by the Company. If you do not work when offered suitable work (with reasonable notice) or when required to do so, the Company is entitled to terminate your engagement in accordance with Clause 8.
- 3.4** Your rate of pay will at all times be no less than the National Minimum Wage currently in force per hour worked and this will be termed your "Basic Pay."
- 3.5** Payment will be made weekly in arrears directly into your nominated bank account on Friday of each week in respect of the hours worked during the preceding week, subject to deduction 20% CIS (Construction Industry Scheme)
- 3.6** You agree that the Company may deduct from your remuneration any sums due from you to the Company including, without limitation, any overpayments, loans or advances made to you by the Company. If the final payment is insufficient to allow for the whole amount of any deduction, you will be required to repay any outstanding amount due to the Company within one month of the termination of your engagement.

4. HOURS OF WORK

- 4.1** You must complete timesheets as provided to you and ensure that they are signed by an authorised representative of the Client.
- 4.2** You agree to work hours which exceed the maximum average weekly working time limit of 48 hours imposed by the Working Time Regulations 1998. If you do not want to opt out, please delete the appropriate statement at Clause 20. You may withdraw this opt out by giving the Company three months written notice.

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4.3 You have confirmed that you will be available to work up to a maximum 80 hours per week on assignment and not less than one hour per week. However, assigned hours of work will vary according to the requirements of the Company's Clients and will be notified to you in the relevant Assignment Schedule.

4.4 It is a condition that you work flexibly in accordance with these requirements. The Company will give you as much advance notice as is reasonably practicable of the hours you will be required to work.

4.5 For the avoidance of doubt, there may be periods when there is no work available to you. In this regard, you agree that you will hold yourself available to accept suitable offers of work for the company at all times upon the provision of reasonable notice. Providing that you do this, we do not object to your taking outside work.

4.6 By signing these Terms and Conditions of engagement, you confirm your agreement to cooperating with CPB in finding such work for you. In the event that you refuse a suitable offer of work (offered on reasonable notice), the Company will be entitled to treat you as not being available for work.

5. PLACE OF WORK

5.1 You do not have a normal place of work. You will be required to work at any of the Company's premises or at the premises of its Customers, Clients, Suppliers or Associates, as the Company may determine from time to time.

6. AGENCY WORKER REGULATIONS (AWR)

6.1 The AWR came into force on 1 October 2011, giving you the entitlement to the same basic employment and working conditions as if you had been recruited directly, if and when you complete a qualifying period of 12 weeks in the same job. The Company will be treated as a 'Temporary Work Agency' for the purposes of these Regulations.

6.2 Under these Regulations, from day one, you will become entitled to receive access to certain collective facilities and amenities and information relating to vacancies, as is available to a comparable worker as identified by the Client.

6.3 When the qualifying 12 week period has been completed, you will also become entitled to "basic working and employment conditions" as if you had been recruited directly. Such rights include equal treatment on pay, duration of working time, night work, rest periods, rest breaks.

7. TERMINATION

7.1 The length of prior written notice that you must give the Company in order to terminate your engagement is one week unless altered in any assignment confirmation which may be in force from time to time.

7.2 The length of prior written notice that the Company must give you in order to terminate your engagement is: one week's notice if you have been continuously engaged for more than one month but less than two years.

7.3 In accordance with the Company's rules and dismissal and disciplinary procedures the Company is entitled to dismiss you without notice in the event of serious misconduct and/or serious negligence. For the avoidance of doubt, acts or behaviour which constitute serious misconduct shall be taken to include (but not restricted to) the following: (a) theft or attempted theft from the Company, its Clients or their Employees. For the avoidance of doubt this shall include, without limitation, falsifying timesheets or otherwise claiming that you worked on assignment during hours in which you did not in fact work; (b) fraud; (c) rude, offensive and threatening behaviour to the Company, its Clients or their Employees; (d) malicious damage to property, including the introduction of viruses and other damage to computer systems; (e) breaches of the Company or client internet use policy, including downloading pornographic or other prohibited or illegal material; (f) breach of confidentiality; (g) negligence resulting in serious loss, damage or injury to the Company, its Clients or their employees; (h) serious breaches of Health and Safety regulations; (i) attempting to perform any duties while under the influence of alcohol and/or drugs; (j) failure to notify us by the required deadline of any period in which you anticipate not being on assignment; (k) failure to comply with requirements of the Company concerning your availability for work during periods when you are not on assignment; (l) refusal to accept a reasonable offer of work under an assignment; "reasonable" referring both to the kind of work offered and the notice given; (m) failure to hold oneself available for future offers of work as required by Clauses 4.5 and 4.6 above; (n) failure to submit timesheets in respect of work done by you and; (o) conviction for any serious criminal offence.

8. SICKNESS OR OTHER ABSENCE

8.1 If you are absent from work for any reason and your absence has not previously been authorised by the Company you must inform the Company and Client you are working for (before you are due to start work) on your first day of absence.

8.2 In respect of absence due to sickness, injury or accident that continues for more than seven consecutive days (including weekends) you must provide the Company with a medical certificate stating the reason for the absence.

8.3 If you become unavailable for work, you must notify the Company immediately stating the reasons for your unavailability.

9. HEALTH AND SAFETY

9.1 You are under a statutory duty under the Health and Safety at Work Act 1974 to observe all health and safety rules and to take all reasonable care to promote the health and safety of yourself and others.

9.2 Sub contractor' must comply with all the Company's rules, regulations and policies from time to time in force and rules which the Company's Clients/Customers may require you to observe whilst working on their premises.

10. CONFIDENTIAL INFORMATION

10.1 For the purposes of this Clause, "Confidential Information" means all information which is identified or treated by the Company or any of the Company's Clients or customers as confidential or which by reason of its character or the circumstances or manner of its disclosure is evidently confidential including (without prejudice to the foregoing generality) any information about business plans, proposals relating to the acquisition or disposal of a company or business or proposed expansion or contraction of activities, maturing new business opportunities, research and development projects, designs, secret processes, trade secrets, product or services development and formulae, know-how, inventions, sales statistics and forecasts, marketing strategies and plans, costs, profit and loss and other financial information (save to the extent published in audited accounts), prices and discount structures and the names, addresses and contact and other details of: (a) sub contractor's and their terms of engagement; (b) customers and potential customers, their requirements and their terms of business with the Company; and (c) suppliers and potential suppliers and their terms of business (all whether or not recorded in writing or in electronic or other format).

10.2 Sub contractors' may learn trade secrets or Confidential Information which relates to the Company and its Clients. Unless you are required to do so in the proper performance of your duties, you must not: (a) divulge or communicate to any person; (b) use for your own purposes or for any purposes other than those of the Company or, as appropriate, any of its Clients; or (c) cause any unauthorised disclosure, through any failure to exercise due care and attention, of; any trade secrets or Confidential Information relating to the Company or any of its Clients. You must at all times use your best endeavours to prevent publication or disclosure of any trade secrets or Confidential Information.

10.3 These restrictions apply both while you are engaged by the Company, and after your engagement with the Company terminates. The restrictions will cease to apply to any information which becomes generally available to the public, otherwise than through a failure by you to observe these restrictions.

11. REGULATORY ISSUES

11.1 From time to time, the Company's Clients may fall within the definition of an Employment Agency or Employment Business as defined in the Conduct of Employment Agencies and Employment Business Regulations 2003 (the Regulations). These Regulations contain a provision for you to optout. By signing this contract you confirm that you wish to opt-out of the Regulations. If you do not wish to opt out please delete the appropriate statement at Clause 20. Without limitation to your right to withdraw your agreement to opt out of the Regulations, you agree that an opt-out notice may be given in accordance with Regulation 32 of the Regulations on each occasion that you or a client of the Company inform the Company of a new project. You hereby confirm that you allow the Company to sign any opt-out clauses on your behalf.

12. DATA PROTECTION

12.1 The personal data that you provide to us will be processed for the necessary performance of this contract of engagement in accordance with the current data protection legislation and any legal obligation which the company is subject to in its role. In even that we need to process any sensitive personal data we will contact you to obtain your specific consent. In event that, in the course of the operation of this contract we need to pass your personal data on to any third party, we will notify you of this fact to obtain your specific consent.

13. COMPANY AND CLIENT PROPERTY

13.1 All equipment (including computer equipment), notes, memoranda, records, lists of customers, suppliers and employees, correspondence, computer and other discs or tapes, data listings, codes, keys and passwords, designs, drawings and other documents or material whatsoever (whether made or created by you or otherwise and in whatever medium or format) relating to the business of the Company or any of its Clients (and any copies of the same) shall: (a) be and remain the property of the Company or the relevant Client; and (b) be handed over by you to the Company on demand and in any event on the termination of your engagement.

14. GRIEVANCE, DISCIPLINARY AND DISMISSAL MATTERS

14.1 The disciplinary and dismissal procedure which applies to you is set out in the Company's Disciplinary and Grievance procedure, details of which are available on request. The D&G procedure is not contractual and the Company may change the terms at any time at its absolute discretion. The Company reserves the right to discipline the sub contractor in relation to any Client complaint regardless of whether the assignment to which the complaint relates is continuing at the date of such complaint or disciplinary action.

14.2 If you are dissatisfied with any disciplinary or dismissal decision taken in relation to you, you should refer to the disciplinary and dismissal procedure.

14.3 If you have a grievance about your engagement, you are entitled to raise a complaint in terms of the Company's Grievance Policy. The Grievance Policy is available upon request.

15. IT POLICY

15.1 While you are on a Client's site you must observe the policies and procedures notified to you by the relevant Client.

16. COLLECTIVE AGREEMENTS

16.1 There are no collective agreements applicable to you or which affect your terms of engagement.

17. PREVIOUS CONTRACTS

17.1 The contractual terms in this Agreement shall be in substitution for all or any existing contracts of engagement entered into between you and the Company which cease to have effect on the date upon which you commence work under this Agreement.

18. GOVERNING LAW AND JURISDICTION

18.1 This Agreement shall be governed and construed in accordance with the law of England and Wales. Each party hereby submits to the non-exclusive jurisdiction of the English courts as regards any claim, dispute or matter arising out of or in connection with this Agreement and its implementation and effect.

19. GENERAL

19.1 It is agreed that these Terms and Conditions of engagement and any Assignment Schedule set out the entire agreement and understanding of the parties.

19.2 The Company reserves the right to vary these Terms and Conditions of engagement which will be notified to you within one month of which will be deemed to have been accepted by you unless you notify the Company of any objections within one month of receiving notification of the variation.

20. AGREEMENT

Signed (for and on behalf of the Company)		Dated	
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|---|
| <ul style="list-style-type: none"> • I acknowledge that I have received a duplicate copy of this Agreement, I have read and understood the same and I agree to be bound by all the terms contained in it. • I hereby notify my agreement to opt out of the provisions of the Working Time Regulations 1998 with specific regard to the 48 hour working week. I understand that I must give 3 months' written notice to remove this opt-out. * • I hereby notify my agreement to opt out of the provisions of the provisions of the Conduct of Employment Agencies and Employment Business Regulations 2003 and confirm that the Company can sign any opt out notice on my behalf. I understand that I can opt back into the regulations by providing written notice in advance of commencement of a new assignment. * <p style="text-align: right;">* delete if not applicable</p> |
|---|

Signed (by the Sub Contractor)		Dated	
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