

## TERMS & CONDITIONS OF EMPLOYMENT

(1) Name of employer: Bar..... Limited (Company Number: ..... ) of Unit 4 Century Court, Moor Park Industrial Centre, Tolpits Lane, Watford, Hertfordshire WD18 9RS ("**we**", "**us**" or the "**Company**")

(2) Name of employee: [.....] of [.....] ("**you**")

### 1. General

1.1 This document sets out the terms and conditions of your employment by the Company ("**the Employment**") including the particulars of employment that the Company is required to provide under the terms of the Employment Rights Act 1996 ("**the Agreement**").

1.2 This Agreement supersedes any previous agreement whether verbal or written given to you at any time.

1.3 If the employee completes a Qualifying Period, as defined in the Agency Workers Regulations 2010 ("AWR"), and is considered an Agency Worker as defined by the AWR, the Company shall request from the Client the necessary information regarding the applicable basic working and employment conditions which apply to the role and at the Client for which the Qualifying Period has been reached. Where monetary funding is required to provide the correct basic working and employment conditions and such funding is provided by the Client the Company thereafter shall provide the employee with the required basic working and employment conditions applicable to the role at the Client for which the Qualifying Period has been completed as required by the AWR. It should be noted that where the Client is unable or unwilling in this situation to make available the necessary funding for the Company to provide the correct basic working and employment conditions the Company may find it necessary to terminate the employee's employment in line with clause 11 of this contract of employment. Alternatively the Company may offer the employee the opportunity to enter into a Pay Between Assignments contract, details of which will be made available at the appropriate time.

1.4 Your Employment with the Company began on [.....].

1.5 Your Employment with any previous employer does not count as part of your continuous period of employment with the Company.

1.6 The completion or termination of an Assignment does not affect the continuity of your Employment with the Company.

1.7 To comply with our obligations under AWR you may be required to provide the Company with information in respect of your previous work history prior to being employed by the Company. You agree to make such information, including but not limited to previous employers names, addresses and contact information, pay rate and duration of assignments, available to the Company upon request and in a format made known to you by the Company.

### 2. Job description and duties

2.1 You are employed by the Company as an [.....] and/or in such capacity and at such times as may be set out from time to time in your Assignment notification in relation to projects and other service delivery requirements that the Company contractually agrees to deliver.

2.2 You are employed on the basis that:

- (a) the Company shall from time to time assign you to perform services for third parties that the Company is under contract to ("**End Users**") via staffing companies and the

like ("**Staffing Companies**") (such End Users and Staffing Companies being referred to in this Agreement as the "**Clients**"); you shall supply such services in such capacity and for such hours per week and on such other basis as may be set out from time to time in your Assignment notification in relation to projects and other forms of work for the benefit of the Clients (the "**Assignments**");

- (b) you will perform services on such Assignments under the effective day to day control and supervision of the End User who is using your day to day services in connection with that Assignment;
  - (c) you will, when on Assignment, be obliged to work on that Assignment and, when not on Assignment, subject to clause 2.2(d) below, be obliged to make yourself reasonably available for and help find other Assignments. You and the Company expect you to be available for a reasonable amount of work on Assignments because your services are highly valued and likely to be frequently called upon. Payments for the periods between Assignments relate, amongst other things, to this obligation; and
  - (d) you acknowledge that there may be periods when there is no Assignment work available for you ("**Interim Periods**"). During an Interim Period, you will work for the Company, whether by seeking new Assignment work or otherwise for a minimum of 1 hour each day, Monday to Friday.
- 2.3 This description does not limit your duties, and the Company may require you from time to time to do any work within your capacity to meet the reasonable needs of the business.
- 2.4 You will comply with all the Company's rules, regulations and policies and with the Company's lawful instructions. In addition, you will observe and comply with any rules, regulations, procedures and policies of the Company's Clients to the extent that such rules, regulations, procedures and policies apply to you whilst working at their premises. Such rules will apply, without limitation, to any Client security requirements, quality requirements and health and safety procedures.
- 2.5 You will use reasonable care and skill in carrying out your duties under this contract of Employment, and will take all reasonable steps to preserve and protect Company and Client property, goodwill and reputation.
- 2.6 You will immediately notify the Company:
- (a) of any complaints raised by the Company's Client regarding the services you perform, or any difficulties or problems you are aware of during your Employment;
  - (b) of any other work you undertake outside this Contract of Employment;
  - (c) of any error in payment received under clause 4 including under and over payments;
  - (d) if during your Employment you are arrested, charged with, summonsed for, or convicted of a criminal offence of any nature.
- 2.7 Subject to clause 10, you will remain employed by the Company during any period you are not working on an Assignment. Likewise, termination or cancellation of any Assignment will not automatically terminate your Contract of Employment, nor will it affect your continuity of employment with the Company.
- 2.8 The Company shall use reasonable endeavours to support you in finding Assignments but it is your responsibility as an employee of the Company to find Assignments and you should note that the Company is not in the business of providing work-finding services as an employment agency or employment business. You acknowledge that there may be periods when there is no work on Assignment available for you.

3. **Place of work**

Your normal place of work is the place at which you from time to time notify us that you live. The tasks to be carried out under an Assignment will be allocated to you at this address. The Company may from time to time require you to work at the Client's premises on a temporary basis for the period specified in the relevant Assignment notification or at other locations on a permanent or temporary basis to perform your duties of Employment.

4. **Remuneration**

4.1 Payments are made by BACS to your bank account, details of which you have supplied and confirmed to us.

4.2 Your pay is payable at weekly intervals (or such longer intervals as may from time to time be notified in relation to particular assignments) in arrears on the basis from time to time agreed with you and will be calculated as follows:

(a) when working on Assignments you will be paid at the "**Assignment Rate**". The Assignment Rate will be the national minimum wage which is in place from time to time in addition to which you may be eligible from time to time to a bonus in respect of work on Assignments. The bonus applicable to any Assignment will vary from Assignment to Assignment and will be notified to you prior to commencement of each Assignment but in any event shall not be payable unless and until the Company has been paid in full for your work in the relevant Assignment, you having a responsibility to help the Company receive payment for the Assignment. Remuneration for periods between Assignments are set out at clause 5.2(c) below;

(b) the Company guarantees that you will be offered:

(i) subject to clause 5.2(b)(iii), at least 336 hours of work over the 12 month period commencing on the date of the commencement of your Employment and over each successive working year commencing on each anniversary of your commencement of Employment. The pay rate for those guaranteed hours will be not less than an hourly rate equivalent to the national minimum wage from time to time; or

(ii) for the avoidance of doubt, during the Interim Period(s), you are required to perform duties which reflect your ongoing commitments to the Company, including but not exclusive to making yourself available for work, actively seeking new Assignments and/or taking annual leave. Your remuneration in respect of an Interim Period is set out in clause 5.2(c) of this Agreement

(iii) for part time employees (where your average hours of work on assignments are less than 35 hours per week), the guaranteed number of hours set out in clause 5.2(b)(i) above shall be pro-rated based upon full time work of 35 hours per week

for the avoidance of doubt, you are not entitled to any particular guaranteed number of hours on Assignment for any period of employment of less than 12 months in any such working year. The Apportionment Act 1870 shall not apply to this Agreement;

(c) it is expected that throughout your Employment you will be on Assignment in a series of Assignments. The Assignment Rate (including, where applicable, any bonus) will be calculated on a basis to include an advance payment equivalent to the national minimum wage for any Interim Periods, such pay reflecting your ongoing commitments to the Company between Assignments. If you do anticipate that Interim Periods will occur during your Employment and wish to receive payments during each Interim Period rather than by way of an advance payment contained within and paid at the same time as your Assignment Rate as set out above, please notify us 4 weeks in

advance of the commencement of any such period and we shall agree with you an adjustment to the Assignment Rate to reflect your wish;

- (d) total pay shall be:
  - (i) Assignment pay at the Assignment Rate (adjusted per clause 4.2(c) from time to time)
  - (ii) Plus: (if applicable) any pay for periods when not on Assignment (as per clause 4.2(c))

4.3 The total gross pay (less any allowable expenses) is subject to PAYE and National Insurance contributions.

4.4 Total pay is calculated by reference to a timesheet to be completed by you and, in the case of time spent on Assignments, also authorised by an authorised representative of the End User who is using your services in connection with that Assignment. You shall provide the Company with the completed timesheets on such basis and within such timeframes as are agreed from time to time and set out in your Assignment notification. You must submit a timesheet for each relevant period (specified in your Assignment notification from time to time in force) you are employed by the Company including during periods when you are not working on an Assignment and periods when you are absent on annual leave or otherwise unable to provide the services.

4.5 Your entitlement to be paid at any Assignment Rate [greater than the national minimum wage is conditional on you performing your duties which include ensuring that the end user pays the Staffing Company and the Staffing Company pays the Company. This is because you are to a greater or lesser extent in each Assignment involved in selecting the End User and/or Staffing Company, and we rely on your efforts in selecting such Clients on our behalf, and such efforts are rewarded in such Assignment rates.

## 5. Expenses

5.1 In addition to your pay you will be reimbursed for allowable travel and related expenses on the basis set out in the Company's expenses guidelines from time to time. You must submit an expenses claim form and any supporting evidence reasonably required by the Company to Angela Halford (the form will be provided to you). For the avoidance of doubt, all travel and related expenses in connection with Assignments will be subject to PAYE and NICs unless and until the Company considers, in its reasonable opinion, that it is able (pursuant to section 339 of ITEPA 2003) to pay them gross. It will form this opinion when you have satisfied it that you are intending that the relationship between you and the Company will indeed involve a succession of Assignments with End Users.

5.2 The Company reserves the right to take disciplinary action, up to and including dismissal if you fail to comply with its expenses guidelines including but not exclusive to making fraudulent, inflated and/or misleading expense claims.

5.3 If HMRC determines that in fact any place of work at which an Assignment is performed becomes a permanent place of work the Company shall be entitled immediately:

- (a) to cease paying travel subsistence and accommodation expenses relating to that Assignment on a tax free basis;
- (b) to deduct from any sums to be paid to you an amount on account of any assessment raised, or likely in the reasonable opinion of the Company to be raised, by HMRC in respect of such expenses; and

- (c) otherwise to recover from you as a debt an amount on account of any assessment raised, or likely in the reasonable opinion of the Company to be raised, by HMRC in respect of such expenses.]

## 6. Hours of work

- 6.1 Whilst on Assignment your precise hours of work in any day or week or longer period will vary from Assignment to Assignment and will be notified to you at the commencement of each Assignment, and it may therefore be necessary to adjust or exceed the minimum hours in order to ensure that your duties in accordance with your terms of Employment are properly performed. When performing Assignments you will be expected to work such lawful hours as the Company agrees with the Client.
- 6.2 You hereby agree that the 48 hour limit specified in the Working Time Regulations 1998 shall not apply to this Employment. You have the right to give the Company not less than three months' notice in writing to withdraw such agreement.
- 6.3 During any Interim Period you agree that in accordance with clause 2.2(d) above, you will work for the Company whether by seeking a new Assignment or otherwise, for a minimum of 1 hour each day, Monday to Friday
- 6.4 You agree to inform the Company if you are working elsewhere during the duration of this Contract of Employment and to provide details of the hours worked at such employment and/or engagement.

## 7. Holidays and holiday pay

- 7.1 You are entitled to 28 days' annual leave (inclusive of bank and public holidays in the U.K.) in the full working year (260 working days) and the holiday year shall [be deemed to run up to each anniversary of commencement of Employment. Please note that bank and public holidays will not necessarily be non-working days for you and so if you would like to take them as annual leave you will need to request and book them as annual leave. If you work less than 260 days in a full working year your entitlement will be pro-rated accordingly.
- 7.2 Your annual leave entitlement will accrue on a monthly basis per complete calendar month worked during the holiday year in question. The Company makes payment in respect of your accrued annual leave entitlement on an advance basis such that you receive payment before you take annual leave and receive no additional payment whilst on annual leave. However if you would prefer us to accrue and hold holiday pay for you until such time as you decide to take annual leave please contact us and we will adjust your pay arrangements accordingly.
- 7.3 You shall take your holiday at such times as the Company shall reasonably require, it being agreed that any time between Assignment shall be taken as holiday unless otherwise agreed by the Company. Holiday accrued but unused may not be carried over from one holiday year to another.

## 8. Sickness absence and sick pay

- 8.1 If you are unable to attend work due to sickness or injury you must notify Jason Hargreaves as early as possible on the first day of absence preferably before 10 am. You should state why you are unable to attend work and how long you expect to be away. You should keep Jason Hargreaves regularly informed of your condition and the likely date of your return to work.
- 8.2 Furthermore, you will be required to complete a self-certification form on your return to work from any absence of up to 7 days (including non working days).
- 8.3 If your absence exceeds 7 consecutive days you must provide the Company with a doctor's certificate as soon as possible after the seventh day of absence. You must provide further

doctor's certificates to the Company as necessary to cover the full period of your continued absence. Certificates should be sent promptly to Craig Lancashire.

8.4 Any failure to comply with the notification requirements set out in this statement may affect your entitlement to statutory sick pay ("**SSP**") and may lead to disciplinary action being taken against you.

8.5 In the event of frequent or long term sickness absence you may be subject to the Company's frequent sickness absence procedure. Application of the procedure is discretionary. A copy of the procedure is contained in the employee handbook. Furthermore, you may be required to undergo a medical examination by a doctor of the Company's choice during or after any period of absence from work due to sickness or injury or at any time deemed necessary by the Company during the Employment.

8.6 If you are absent from work due to sickness, injury or other incapacity you may be entitled to receive SSP from the Company provided that you are eligible for payment and have complied with all the statutory rules (including the statutory requirements for notification of absence). For the purposes of SSP your qualifying days are Monday to Saturday inclusive. You will not be entitled to receive any remuneration other than SSP during periods of absence due to illness.

## 9. **Pension scheme & retirement**

9.1 The Company will provide you with access to a stakeholder pension. Details are available from Jason Hargreaves. There is no contracting out certificate currently in force in relation to the scheme.

## 10. **Termination of employment**

10.1 After 1 month's continuous Employment you are entitled to receive not less than 1 week's notice to terminate your Employment.

10.2 After 2 years' continuous Employment the period of notice required to be given by the Company becomes 2 weeks and thereafter will increase by one week for each subsequent year of continuous Employment up to a maximum of 12 weeks.

10.3 During your first 2 years' continuous Employment the period of notice you are required to give the Company is 1 week and thereafter will increase to 4 weeks notice in writing.

10.4 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;

(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 promptly of any period in which you anticipate not being on Assignment;
- (k) failure to promptly notify us that you are working through another employer;
- (l) failure by you to comply with clause 3.7;
- (m) refusal to accept an offer of work under an Assignment;
- (n) conviction for any serious criminal offence; and
- (o) failure to submit timesheets in respect of work done by you.

10.5 The Company reserves the right at any time in its absolute discretion to make a payment of basic salary in lieu of all or any part of your entitlement to notice.

## 11. **Disciplinary rules**

11.1 The disciplinary rules applicable to your Employment are set out in the Company's dismissal and disciplinary procedure. The dismissal and disciplinary procedure is not contractual and the Company may change the terms of the dismissal and disciplinary procedure at any time at its absolute discretion. The Company reserves the right to discipline the Employee 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.

## 12. **Disciplinary appeals**

If you are dissatisfied with any disciplinary decision affecting you or any decision to dismiss you, you should raise this in writing with Jason Hargreaves, or Kenneth Taylor in the case of dismissal, giving the grounds for your appeal. The appeal must be lodged within 5 working days of the disciplinary decision or decision to dismiss you being confirmed to you in writing. In respect of any appeal you should always follow the appeals procedure set out in the Company's dismissal and disciplinary procedure as amended by the Company from time to time.

## 13. **Grievance procedure**

If you have any grievance relating to your Employment, you should first raise this orally/in writing with Jason Hargreaves. If the matter is not resolved at that level you should follow the Company's grievance procedure. There is a right of appeal as set out in the grievance procedure. The grievance procedure is not contractual and the Company reserves the right to amend it from time to time.

## 14. **Deductions**

14.1 The Company is authorised, without further agreement, to deduct from pay any sums due to the Company. If the final payment is insufficient to allow for the whole of any such deduction, you will be required to repay the outstanding amount due to the Company within 1 month of the termination of your Employment.

14.2 Where any losses are sustained in relation to the property or money of the Company or any Client and/or any visitor and/or employee of the Company or Client of the Company during the course of the Employment caused through your carelessness, negligence, recklessness and/or through a breach of the Company's rules or dishonesty on your part, the Company reserves the right to require you to repay any of the said losses (including the value of replacement or repair of any property), either by deduction from pay or other method acceptable to the Company.

14.3 The Company also reserves the right to withhold payment in accordance with clause 4, or deduct from pay a days' pay for each day of unauthorised absence, and deduct from any monies due to you on termination any pay received for holiday taken in excess of your accrued entitlement.

## 15. **Health & safety**

15.1 You are contractually required to carry out instructions and observe rules (including safety rules) as are from time to time circulated by the Company. The Company has a detailed Health & Safety policy a copy of which is available from Jason Hargreaves. You are required to familiarise yourself with the policy and take all necessary steps to ensure that it is properly observed. Failure to comply may result in disciplinary action up to and including dismissal.

15.2 You are contractually required to comply with the health and safety rules that are in place at any premises you may be required to attend while on Assignments.

## 16. **Collective agreements**

There are no collective agreements relevant to your Employment.

## 17. **Regulatory issues**

17.1 From time to time the Company's Clients may fall within the definition of an employment agency or an employment business as defined in The Conduct of Employment Agencies and Employment Business Regulations 2003 ("**Regulations**"). The Regulations contain a provision allowing you to opt-out of some parts of the Regulations. You hereby confirm that you wish the Company to opt-out and hereby give the Company authority to sign any opt-out clauses on your behalf. 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.

17.2 The Company does not consider itself to be an employment business or employment agency for the purposes of the Regulations. To the extent that the Regulations apply to any aspect of its activities in relation to you, it shall operate as an employment business, but you hereby agree that in respect of all employment hereunder the staffing company/ies via which you are supplied to end users shall perform all obligations relating to an employment business for the purposes of the Regulations.

## 18. **Computer equipment & data protection**

18.1 By signing this Agreement you consent to the Company and/or relevant Clients processing personal data and sensitive personal data before, during, and after your Employment. In particular, by signing this Agreement you confirm that you are aware of and consent to the retention, use, disclosure or Processing of your personal data and sensitive personal data.

18.2 By signing this Agreement you also consent to the transfer or export of your personal data outside the EEA for any purpose in connection with your employment.



19. **Confidential information and intellectual property**

- 19.1 You must not, during or after your Employment, except as authorised or required by law or your Employment duties, disclose any information belonging to or in respect of the Company or its Clients, and their customers, suppliers and contractors. This obligation will continue after the termination of your Employment. You may be required as a condition of your Employment to sign an express confidentiality undertaking in respect of these matters.
- 19.2 Should the Company be required by any contract with its Clients or other third party to pass on any intellectual property rights, you will cooperate in any formal steps required by the Company to put that obligation into effect, including, but not limited to, signing any document required by the Company, its Clients, or other third party in order to assign all intellectual property rights in the work you do.
- 19.3 You hereby assign (in so far as title does not automatically vest in the Company as a consequence of your Employment) to the Company by way of future assignment all copyright, designs and other proprietary rights arising in any works or material produced by you during your employment.

20. **Post termination restrictions**

- 20.1 You acknowledge and accept that the services of the Company involve you being introduced to End Users and that, accordingly, the Company and the Staffing Companies through which your services are supplied have a legitimate business interest to protect by ensuring that you do not provide services to End Users within a reasonable period after you cease providing services through the Company.
- 20.2 Save to the extent stated otherwise in any notification to you from us about your Assignment, you agree that for a period of [6] months following the termination of your Employment, you will not, without the prior written consent of the Company, directly or indirectly, on your own behalf or in conjunction with or on behalf of others:

enter into (or approach with a view to entering into) a contract to provide services (in any capacity), or be in any way concerned with, an End User for whom you have performed similar services during the last [6] months of your Employment,

provided that nothing in this clause 20 shall prohibit you from seeking or procuring orders for or doing business or providing services not related to, or similar to, the services with which you were concerned during this Employment.

- 20.3 The provisions of this clause 20 shall apply only to Assignments in respect of which you have Opted-Out pursuant to the Conduct of Employment Agencies and Employment Businesses Regulations 2003.

21. **Company property**

On termination of your Employment for whatever reason you must return all Company and Client property including, but not confined to, documents (in hard copy or machine readable form), vehicles, motor car and office keys, security pass, credit cards, phones, computers, tools and other office equipment.

22. **General**

- 22.1 The Company reserves the right to vary this Agreement which will be notified to you in writing within one month of such variation. Such changes will be deemed to be accepted by you unless you notify the Company of any objections within 2 weeks of receipt of the notice of variation.

- 22.2 This Agreement set out the entire agreement and understanding of the parties and are in substitution of any previous written or oral agreements between the parties.
- 22.3 This Agreement shall be construed in accordance with the laws of England and shall be subject to the exclusive jurisdiction of the English courts.
- 22.4 None of the provisions of this Agreement are intended to be for the benefit of, or enforceable by, third parties (other than permitted assignees of the Company who shall be entitled to enforce the provisions of this Agreement as if original parties to it) and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.

Signed: ..... Date: .....

(on behalf of the Company)

Signed: ..... Date: .....

(on behalf of ..... Print Name

UMBRELLA STANDARD CONTRACT