



## Welcome to Bar2

Thank you for completing your application.

We can now confirm you are set up and registered with Bar2064 Limited and will be employed by that Company.

Please find along with this letter a copy of your employment contract. The contract is an "overarching contract of employment" and in simple terms allows you to undertake short-term work at a number of different assignments through a variety of agencies, whilst remaining an employee of Bar 2064 Limited.

Finally, if you have not provided us with a clear copy of your photo ID (including right to work documents, if required), then please contact the office immediately. We must comply with Home Office regulations and a delay in providing these documents may cause disruption to your payment.

If you have not sent us a copy of a P45 from your previous employer or a completed P46 / new starter checklist. You should also send us a copy of this so that we can ensure the correct tax code is applied to your payments.

**Payment will be made to you upon receiving of all documents and status requirements.**

If you have any queries, please contact our customer service team.

Yours Sincerely

**Bar2064 Limited**



**Tel:** 01923 690 910

**Email:** [hello@bar2.co.uk](mailto:hello@bar2.co.uk)

## Contract of Employment

Employer's name and address: **Bar 2064 Limited** (Company Number: 4281845) Mitre House, North Park Road, Harrogate, North Yorkshire, HG1 5RX (the "**Company**").

Employee (as stated in clause 23) ("**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 TITLES AND DUTIES

**1.1** You are employed 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 which may be employment businesses or end users of temporary labour.

**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 8) 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** You will remain employed by the Company during any period when you are not on assignment. Termination of an assignment will not automatically terminate these Terms and Conditions of Employment.

**1.5** Whilst employed by the Company you must comply with all the Company's rules, regulations and policies from time to time in force and any rules which the Company's Clients may require you to observe whilst working on their premises including any health and safety and drugs and alcohol policies.

**1.6** 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.

**1.7** 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 EMPLOYMENT**

**2.1** Your continuous employment with the Company commences on the date on which you commence your first assignment. For the avoidance of doubt, no employment with a previous employer counts as part of your period of continuous employment 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 any profit related pay which may be available. 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 of Employment.

**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.** The Company undertakes at all times during your employment (and subject to the terms of this Agreement) to use reasonable endeavours to allocate to you suitable work and as a minimum guarantees that you will be offered at least 336 hours of work over the course of any full 12 month period (commencing on the start date of your continuous employment) paid at a rate at least equivalent to the then current National Minimum Wage. 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** If your employment terminates during the year, except when terminated by resignation or for acts of Gross Misconduct, the minimum hours detailed in Clause 3.1 will be pro-rated to reflect such proportion of the year as has expired (such calculation will be made by reference to the number of full weeks which have expired in the year). For example, if your employment is terminated by the Company after 26 weeks, the minimum hours for that year will be 168 hours.

**3.3** 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.

**3.4** 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 employment in accordance with Clause 8.

**3.5** 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."

**3.6** Basic Pay means the applicable National Minimum Wage rate in force at the time you perform services during an assignment. The Company will pay you the basic pay for the hours that you work.

**3.7** In addition you may be entitled to additional profit related pay in relation to work undertaken on each assignment.

**3.8** Payment will be made weekly in arrears directly into your nominated bank account usually on Friday of each week in respect of the hours worked during the preceding week, subject to deduction of Income Tax and National Insurance.

**3.9** 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 any 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 employment.

#### **4. EXPENSES**

**4.1** You will be able to claim allowable travel and related subsistence expenses on the basis set out in the taxes acts and the Company's expenses policy. The expenses policy is not contractual and the Company may change its content at any time at its absolute discretion. You must submit an expenses claim form together with any supporting evidence as required by the Company.

**4.2** For the avoidance of doubt, expenses will not count as pay for the purposes of the current applicable minimum wage.

**4.3** Where applicable, you are required to inform us as soon as it becomes apparent to you that you have worked or are likely to work at a particular location in excess of 24 months and, in any event, you must inform us when you have been working at a particular location for 20 months or more.

#### **5. HOURS OF WORK**

**5.1.** You must complete timesheets as provided to you and ensure that they are signed by an authorised representative of the Client.

**5.2** 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 23. You may withdraw this opt out by giving the Company three months written notice.

**5.3** It is a condition of your employment 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.

**5.4** For the avoidance of doubt, there may be periods when there is no work available to you. In this regard, you will be employed by the Company during any period when you are not on assignment. Accordingly, 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 of outside work.

**5.5** During any period when you are available for work but are not on assignment, the employment business to which you last provided your services will be appointed as the

Company's "agent" in order to find work for you, which you will then perform as an Employee for the Company. By signing these Terms and Conditions of Employment, you confirm your agreement to cooperating with that employment business in finding such work for you. In the event that the employment business advises us that suitable assignments are available, your services will be proposed to the end user. 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.

**5.6** For the avoidance of doubt, failure to confirm your availability for work (or failure to comply with reasonable requirements indicated to you by the Company in order to verify your availability for work) when you are not working on assignments will mean that the Company is entitled to consider this to be serious misconduct which may lead to termination of your employment.

**5.7** In order to satisfy Clause 5.6, you will notify the Company via e-mail (enquiries@bar2.co.uk) or by telephone (01923 690 910) every Monday to confirm your availability for work and subsequently seek a new assignment or otherwise, for a minimum of one hour each day, Monday to Friday.

## **6. PLACE OF WORK**

**6.1** 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, including worldwide, as the Company may determine from time to time.

**6.2** You will not be required to work outside the UK for periods exceeding one month.

## **7. AGENCY WORKER REGULATIONS (AWR)**

**7.1** 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.

**7.2** 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.

**7.3** 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 and annual leave, commonly known as 'Regulation 5 Rights'.

## **8. TERMINATION**

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

**8.2** The length of prior written notice that the Company must give you in order to terminate your employment is:

(a) one week's notice if you have been continuously employed for more than one month but less than two years; and then

(b) after two years of continuous employment with the Company, an additional one week's notice for each year of continuous employment up to a maximum of 12 weeks' notice.

**8.3** 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 5.6 and 5.7 above;

(n) failure to submit timesheets in respect of work done by you and;

(o) conviction for any serious criminal offence.

8.4 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.

## 9. HOLIDAY AND HOLIDAY PAY

9.1 The maximum entitlement to paid annual leave is 28 days in a full working year (260 working days). If you work less than 260 days in a full working year your entitlement to paid annual leave will be pro-rated accordingly. If you treat bank holidays as non-working days they will be taken as part of your holiday entitlement.

9.2 In addition to paid holidays, you may be entitled to unpaid holiday depending on the specific assignment which will be detailed in the Assignment Schedule.

9.3 The Company's holiday year is from 1st January to 31st December.

9.4 If your employment begins or ends part way through the holiday year your holiday entitlement for that year will be assessed on a pro rata basis.

9.5 Holidays must be taken at times agreed by the Company and the Company's Client (where appropriate) and sufficient notice of request to take holiday must be given to the Company and our Client. All holidays must be taken in the holiday year in which they accrue and cannot be carried over to the next holiday year without prior consent of the Company.

9.6 Clause 5 as it relates to notifying the Company that you are available for work will not apply to when you are on holiday provided that you have complied with Clause 9.5.

9.7 You will earn holiday pay at the rate of 12.07% of your basic pay (which is represented as the National Minimum Wage in force at the time entitlement to holiday pay accrued). The accrued amount will be retained in a holiday fund or, in the event of receiving a specific request, holiday pay will be paid to you on a weekly basis in addition to your gross pay and shown as a separate and distinct amount on your payslip. You will be paid for each day of holiday authorised by the Company at an hourly rate calculated on the basis of your average income over the 12 weeks preceding the holiday.

9.8 If on the termination of your employment, you have taken holidays in excess of the statutory holiday entitlement which has accrued to you at that time you will be required to repay the Company in respect of these holidays.

9.9 The Company reserves the right to require you to take any unused holiday during your notice period or during periods when no work is available.

## 10. SICKNESS OR OTHER ABSENCE

10.1 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.

**10.2** 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. Thereafter medical certificates must be provided to the Company to cover the remainder of the period of continuing absence. Failure to follow these requirements may result in disciplinary action and loss of Statutory Sick Pay.

**10.3** If you are absent from work due to sickness, injury or accident and comply with the requirements in this Clause, provided you are eligible, you will be paid Statutory Sick Pay in accordance with the provisions of the applicable legislation. For the purposes of Statutory Sick Pay, the "qualifying days" are Monday to Friday inclusive.

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

## **11. HEALTH AND SAFETY**

**11.1** 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.

**11.2** Whilst employed by the Company you 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.

## **12. CONFIDENTIAL INFORMATION**

**12.1** 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) employees and their terms of employment; (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).

**12.2** During your employment by the Company, you 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.

**12.3** These restrictions apply both while you are employed by the Company, and after your employment 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.

### **13. PENSION**

**13.1** From its staging date the Company will comply with the employer pension duties in respect of your pension rights in accordance with Part 1 of the Pensions Act 2008.

**13.2** A contracting-out certificate under the Pension Schemes Act 1993 is not in force in respect of your employment.

### **14. REGULATORY ISSUES**

**14.1** 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 opt-out.

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 23. 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.

### **15. DATA PROTECTION**

**15.1** For the purposes of staff administration, it is necessary for the company to hold and process personal data on its employees. The data will be held for the duration of your employment, +6 years as required by HMRC, or for any longer period to enable the company to answer any question relating to you as an employee.

**15.2** Every care is taken to ensure that this personal data is processed safely and securely. You have the right to inspect, review and, if necessary, update your personal details as and when required.

**15.3** If your personal circumstances do change at any time you should inform the office manager accordingly. This will ensure that the information remains accurate.

**15.4** The personal data that you provide to us will be processed for the necessary performance of this contract of employment in accordance with the current data protection legislation and any legal obligation which the Company is subject to in its role as your employer.

**15.5** In the event that we need to process any sensitive personal data we will contact you to obtain your specific consent.

15.6 In the 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 and obtain your specific consent to do so.

## **16. COMPANY AND CLIENT PROPERTY**

16.1 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 employment.

## **17. GRIEVANCE, DISCIPLINARY AND DISMISSAL MATTERS**

17.1 The disciplinary and dismissal procedure which applies to you is set out in the Company's Disciplinary and Grievance (D&G) 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 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.

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

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

## **18. IT POLICY**

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

## **19. COLLECTIVE AGREEMENTS**

19.1 There are no collective agreements applicable to you or which affect your terms of employment.

## **20. PREVIOUS CONTRACTS**

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

## **21. GOVERNING LAW AND JURISDICTION**

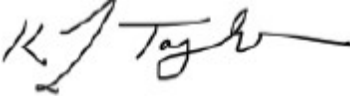
21.1 This Agreement shall be governed and construed in accordance with the law of England and Wales. Each party hereby submits to the non-exclusive jurisdiction of the English courts as regards any claim, dispute or matter arising out of or in connection with this Agreement and its implementation and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

## 22. GENERAL

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

22.2 The Company reserves the right to vary these Terms and Conditions of Employment 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 7 days of receiving notification of the variation.

## 23. AGREEMENT

|   |   |
|---|---|
| Signed<br>(for and on behalf<br>of the Company) |  |
|---|---|

|   |  |       |  |
|---|--|-------|--|
| <ul style="list-style-type: none"> <li>• 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.</li> <li>• 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. *</li> <li>• I hereby notify my agreement to opt out 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. *</li> </ul> <p style="text-align: right;">* delete if not applicable</p> |  |       |  |
| Signed<br>(by the Employee)   |  | Dated |  |