
DATE: 7th June 2019

People Umbrella Limited

(Registered No 10831716)
PEOPLE Group House, Three Horseshoes Walk, Warminster, BA12 9BT
Tel: 0345 604 0571
Email: info@peoplegroupservices.com

Forename Surname

PEOPLE ID

Address 1 Address 2 Address 3 Town County PO5 CODE
Tel:

CONTRACT OF EMPLOYMENT

Incorporating particulars required by Employment Rights Act 1996

Comparator May 2018

This contract has been formed electronically, following electronic signature by the parties as follows:

By MARK CLARKE on 7th June 2019 at 15:11

By Employee on 7th June 2019 at 15:11 following secure login to Employee's portal on Employer's website by user name and password issued to Employee.

A. YOUR EMPLOYMENT

1. Preliminary

1. Before offering you employment, you will be required to provide documentation to evidence that you are legally entitled to work in the UK. By signing this contract you confirm that you are legally entitled to work in the UK without any additional immigration approvals, and you agree to notify your employer immediately if you cease to be so entitled at any time.

2. Intentions; Commencement and continuity of employment

1. You have applied for employment with us, and you have represented to us that in the course of that employment, you are willing and intending to carry out successive Assignments for various clients and at various locations.
2. In reliance on those representations, we offer and you hereby accept employment on the terms of this Employment Contract.
3. Your period of continuity of employment commenced on the date of signing this contract.
4. No previous period of employment will count as part of your period of continuity with the company.
5. Where there is no preceding continuity of employment, this contract of employment is conditional on
 - a. you having the legal right to work in UK, and
 - b. actual commencement of your first Client Assignment.
6. You will work on a flexible, "as required and agreed" basis
 - a. This contract does not create any obligation on us to allocate Assignments or provide work to you, and by entering into this contract you confirm your understanding that we make no promise or guarantee of a minimum level of work to you.
 - b. There is no obligation on you to accept any Assignment that may be offered.
 - c. It is the intention of both you and us that there be no mutuality of obligation between us at any time when you are not performing an Assignment.
 - d. You acknowledge that there may be periods when no work is available for you. You are not exclusively required to work for us and are free to work elsewhere for other Employers of your choice.

B. Duties (during Assignments, and between Assignments)

1. You are employed as a Job Title, having regard to your qualifications and experience as notified to us, and to perform such other duties as we may allocate to you from time to time.
2. You are not authorised to enter into or conclude contracts on our behalf.
3. You are not authorised and will not hold yourself out as being an Employee of the Agency or the Client.
4. You will perform and complete such Client Assignments as we may from time to time allocate to you and you may agree to undertake. An Employee Assignment Schedule will be issued to you for each Client Assignment, and this will include details of the role and tasks to be performed, and the working location and working hours. Where an Employee Assignment Schedule includes details of qualifications which are required to perform the assignment, you confirm that you hold all of the required qualifications, licenses, approvals and memberships
5. We ourselves do not exercise (or assert the right to exercise) supervision and/or direction and/or control as to your manner of working whilst on a client assignment. Subject thereto, you will comply with all lawful instructions, and with our working practices, standards, regulations and other reasonable requirements.
6. You will comply with all lawful instructions, and with our working practices, standards, regulations and other reasonable requirements.
7. Whilst on Client Assignment;
 1. you are seconded to work for the End Client, at the location, and for the duration, all as specified in the applicable Employee Assignment Schedule;
 2. You will work with all proper skill and care, and in a professional manner;
 3. Insofar as you may require supervision and/or direction and/or control, such supervision direction and control shall be provided and exercisable by the End Client;
 4. You will report to the Directors, and to any other person they may from time to time specify;
 5. You must comply with such reasonable requirements (such as timesheets, or electronic time recording system) as may be imposed by the End Client for recording and verifying all time so worked;

6. You will familiarise yourself with and comply with all of the Client's policies procedures rules and guidance as required or notified to you, including (this is not an exhaustive list) Health and Safety, Data Protection, use of Company Equipment, Confidentiality, Harassment and Bullying, Anti-corruption and Bribery, Telephone and Social Media, Internet usage, Whistleblowing,
8. You will comply with the Client's requirements for notifying sickness, absence or holiday requirements.
9. We do not expect to provide workspace for you at our premises; your duties will be carried out at such places of work as we may specify from time to time within the United Kingdom (or otherwise, as you and we may from time to time agree).
10. You will act loyally and faithfully to us and will notify us promptly if you become aware of any circumstances giving rise to the possibility of a claim against us as a result of any act, default or omission on your part, regardless of whether or not you yourself consider such claim might be justifiable.
11. During any period when you are not on Client Assignment, including during any notice period given in accordance with clause 12, if requested by us, you agree not to contact such persons as we may reasonably specify.

C. AGENCY WORKERS REGULATIONS

1. You will promptly notify us in writing immediately upon it coming to your notice that you may have grounds for complaint concerning any aspects of such entitlements as you may have under the Agency Workers Regulations 2010, in order that we may have a proper opportunity to investigate and make any necessary changes.
2. When assessing your pay entitlement under regulation 5 of the Agency Worker Regulations 2010, regard shall be had to any official Guidance to the Agency Worker Regulations 2010.
3. If, in relation to any Client Assignment,
 1. you have completed the Qualifying Period under regulation 7 of the Agency Worker Regulations 2010, and
 2. the amount you receive in pay under that Client Assignment (calculated as set out in clause 2 above) exceeds that which you would have been paid if you had been engaged by the hirer for the position other than by using the services of a temporary work agency (the 'Excess'), and
 3. had you been engaged directly by the hirer, you would have received either or both of (a) a greater entitlement to paid holiday than that to which you are entitled under this employment contract, or (b) some other benefit which falls to be treated as pay under the Agency Workers Regulations 2010 (together, 'Shortfall'), then credit shall be given for the amount of the Excess against the Shortfall, and the amount of the Excess shall be considered to have been received by you on account of any entitlements you may have to receive the Shortfall.

D. PAYMENT

1. Salary: You will be paid at an agreed hourly or daily rate which will not be lower than the applicable National Minimum Wage (or, if applicable, the National Living Wage) rate, to commence when the first Client Assignment commences, for hours actually worked on Assignment or your daily rate based upon a 6 hour day or longer where we are notified that your standard day exceeds 6 hours, subject in all cases to you complying with all applicable procedures and requirements.
2. For the avoidance of doubt there is no obligation on any End Client to require you to work on any day, and no obligation on the Joint Employers to make payment in respect of any day on which your services are not required.
3. You will be paid in arrears monthly or weekly as agreed, directly into your bank account, unless otherwise indicated in your current Employee Assignment Schedule.
4. Reimbursement of Expenses: At the start of each Client Assignment, we will discuss with you whether any expenses may be reimbursed (including, where applicable, conducting an assessment as to whether or not we are satisfied that the manner of your working is subject to supervision, direction or control by any person)
5. We may reimburse to you authorised expenses actually and reasonably incurred in the performance of your duties provided that:
 1. We are satisfied that the expense claimed can legitimately be reimbursed without deduction of tax and NIC
 2. Both the nature of the expense and the amount are (where practicable, and where applicable) agreed in advance
 3. You comply with our current rules and procedures for expense claims
 4. The claim is accompanied by receipts, and is submitted at the same time as any timesheet for the period in question.
6. Any claim for expenses which are expected to be passed on to the Client may only be made direct to the Client if the Client's expense procedures require that you do so; and if you make any such expense claim direct to the Client, you must provide us with a copy of every such claim, and with such further details as we may require, to enable us to comply with our own legal obligations.
7. Deductions: We will make all necessary deductions from your salary as required by law, including pension contributions which may be required to be deducted when the auto-enrolment regime applies to us. If any money becomes lawfully due from you to us (including money that may have been overpaid to you in error), we may deduct all or part of such money from salary, expenses, or any other payments due from us to you. If we have advanced you monies against hours worked

or your accrued paid leave entitlement, we may recoup that advance by deduction or set off against any payment due to you for salary or paid leave as and when you actually become entitled to receive such payment. If you are in breach of contract we may withhold the whole or part of any monies otherwise due to you in full or partial compensation for our losses resulting from your breach, provided that we may not withhold more than would be reasonable compensation for such breach.

8. If in breach of contract you terminate an Assignment without giving the full period of notice that you are contractually required to give, and if as a result the Client withholds part or all of any payment due to us in respect of services you have provided, we may withhold payment of a corresponding amount from any sums due to you (including salary).
9. If any equipment is issued to you for the purposes of or in connection with an Assignment, you must use it for no other purposes, take all proper care of it, and return it at the end of the Assignment in good serviceable condition, fair wear and tear only excepted. Failure by you to so return any such equipment would be a breach of contract, and pending such return we may withhold payment of any sums due to you (including salary), provided that we may not withhold more than the value of the equipment (if not returned) or the cost of repair (if returned damaged).
10. If a motor vehicle made available to you by a Client suffers damage whilst is in your charge, and if after investigation you are found to be responsible for the damage, you will be liable for the cost of repairing such damage, up to a maximum of the excess applicable under the Client's motor insurance policy. Pending conclusion of the investigation, if the Client withholds part or all of any payment due to us in respect of services you have provided, we may withhold payment of a corresponding amount from any sums due to you (including salary); and if the investigation concludes that you were responsible for the damage, we may retain the cost of repair, up to a maximum of such excess.

E. HOLIDAYS

1. Your annual paid leave entitlement accrues at $5.6/12 = 0.4667$ working weeks per month ($5.6/52 = 0.1077$ working weeks per week). Holiday pay is calculated at 12.07% of gross taxable pay.
2. You may take any accrued paid leave entitlement at any time, subject only to the requirements of any current Client Assignment.
3. The holiday year runs from 06th April in each year.
4. Accrued paid leave entitlements may not be carried forwards from year to year, and it is your responsibility to ensure that you take any accrued paid leave entitlement before the end of the holiday year. Payment for accrued untaken holiday from the current holiday year will only be made upon termination of employment.
5. For the purposes of calculating a week's pay in relation to paid leave:
 1. your basic weekly hours of work will be taken as 30 hours per week (6 hours per day), or (if less) the average number of hours worked per week; and
 2. paid leave taken by the day will be paid at the rate of one fifth of a week for each day's leave.

F. SICKNESS AND INJURY

1. We will make payments of such statutory sick pay as may be due to you in respect of any period of absence. Should you recover damages from any third party in respect of any period of absence you will repay any sums paid to you under this clause. We do not make any payment for sickness and injury beyond statutory sick pay as required by law. For Statutory Sick pay purposes qualifying days are Monday to Friday.
2. If you are absent from work for any reason and absence has not previously been authorised by us you must inform us the Agency and the End Client as early as possible. Any absence not previously authorised must be properly explained and in the case of an absence of uncertain duration you must keep us regularly informed of its expected duration.
3. If you are absent from work due to sickness or injury which continues for more than five working days (excluding weekends) you must provide us with a medical certificate from your doctor on the sixth day of sickness or injury. Thereafter medical certificates must be provided to us on a weekly basis.
4. Immediately following return to work after a period of absence which has not previously been authorised you are required to complete a Self-Certification form stating the dates of and the reason for absence, including details of sickness on non-working days (this information is required by us for calculating Statutory Sick Pay entitlement).

G. HOURS OF WORK

1. Client Assignments: Your normal working hours are such hours as we may specify from time to time to be required for the current Client Assignment, subject to variation as reasonably required from time to time. You will be entitled to an unpaid lunch break (minimum 20 minutes) where your Assignment requires you to work more than six hours in any one day.
2. You will cooperate and comply with such means of recording working time and expenses as we may reasonably specify from time to time.
3. Flexible hours may be required from time to time. It is your responsibility to maintain records of hours and days worked, to produce such records to us whenever required to do so, and to ensure that you do not work for more than 46.4 weeks in any year.
4. Unless you have otherwise indicated in Annex A, you hereby agree that the 48 hour limit specified in the Working Time Regulations 1998 shall not apply to your employment, provided that you have the right to give us three month's notice in writing to withdraw such agreement.

H. PENSIONS

1. The statutory Pension Auto-Enrolment provisions will apply, from our Staging Date. The Company will comply with the employer pension duties to you, in accordance with Part 1 of the Pensions Act 2008.
2. The Company's chosen Auto-Enrolment pension scheme provider is National Employment Savings Trust (NEST). The Company reserves the right to change its chosen Auto-Enrolment pension scheme provider from time to time, and you will be notified of any such changes.
3. Subject thereto, there is no company pension scheme.
4. Your Pay Reference Period for the purpose of Pensions Auto-Enrolment will be Monday to Sunday when Weekly paid (or when paid by reference to multiples of a week) and each Calendar Month when Monthly Paid.

I. INTELLECTUAL PROPERTY RIGHTS

1. All rights in the nature of Intellectual Property Rights (including, but not limited to, copyright) arising in any work created by you whilst this Contract subsists which relate to or are capable of being used in any business of ours or your current End Client with which you are (at the time of creation) or have been (within two years before that time) concerned to a material degree must be disclosed promptly to us, and shall vest in us. It is our responsibility to pass on to any third party such rights as we have agreed. You will cooperate fully in any formal steps reasonably required by us so as to put this term into effect. If we so require, you will sign any reasonable form of assurance of Intellectual Property rights which may be required.
2. You will indemnify us against any liability we may incur as a result of any alleged infringement of any third party's intellectual property rights as a result of any act by you, other than to the extent that any such infringement results from compliance with any Specifications issued by us or by an End Client.

J. CONFIDENTIALITY

1. You may not disclose or use for your own purposes or for any purposes (other than ours) any information of a private, confidential, or secret nature which you have obtained by virtue of your employment with us and either relating to us or to our business, or in respect of which we owe an obligation of confidence to an End Client or any third party:
 1. during the employment, except in the proper course of the employment, or
 2. at all, after the termination of the employment.
2. You will sign any reasonable form of non-disclosure, secrecy, or confidentiality agreement that may be required from time to time.
3. For the avoidance of doubt, nothing precludes you from making a "protected disclosure" within the meaning of Part 4A (Protected Disclosures) of the Employment Rights Act 1996. This includes protected disclosures made about matters previously disclosed to another recipient.
4. Your obligations under this clause shall survive the termination of this Agreement, for whatever reason.

K. SOCIAL MEDIA, TELEPHONES, COMPUTERS, EMAIL, AND INTERNET

1. You will comply with all applicable policies (both ours, and those of any Client for whom you may be engaged on an Assignment) in relation to social media and the use of computer and telecommunications equipment.

L. DISCIPLINARY AND GRIEVANCE PROCEDURES

1. Disciplinary and Grievance Procedures based on those recommended by ACAS will generally be followed. These procedures are not contractual, and the Company reserves the right to depart from them at its discretion, and/or to change them from time to time. A copy of the procedures in force at the date of this contract is at Annex B.
2. Any grievance should be brought to the attention of your account manager in the first instance. If your account manager is unable to resolve it, you may refer it to a Director.
3. Appeals in relation to disciplinary matters may be made to a Director.

M. TERMINATION

1. Termination of a Client Assignment does not terminate your contract of employment.
2. You may not terminate your employment until any current Client Assignment can also be lawfully terminated by us. You may not terminate a Client Assignment without also terminating your contract of employment, without our written agreement. Subject thereto, this employment may be terminated by written notice as follows:
 1. During the first month, either by you or by us with immediate effect
 2. Until you have achieved two years continuous employment, either (a) by you giving us one week's notice, or (b) by us giving you one week's notice
 3. Thereafter, either (a) by you giving us one week's notice, or (b) by us giving you notice of two weeks, plus one additional week for each year of continuous employment, up to a maximum of twelve weeks;

3. Your employment will automatically terminate, without any requirement for notice, if continuation of your employment would become unlawful, whether by reason of the expiry of any required work permit, or otherwise.
4. Your employment will automatically terminate, without any requirement for notice, on the first day on which both of the following statements are true:
 1. You have no current Assignment, and
 2. You have not worked on Assignment at any time during the last 12 weeks.
5. Nothing in this section shall prevent us from terminating the employment without notice and without making payment in lieu of notice, where we are justified in so doing.
6. If on termination you have taken more or less than the amount of paid leave to which you are entitled (calculated to the date of termination), an adjustment will be made to your final salary payment.
7. On termination of your employment for whatever reason, you will forthwith return all property belonging to us or to any Client which is in your possession or under your control. You will if so required by us, confirm in writing that you have complied with your obligation under this term.

N. DATA PROTECTION ACT

1. In order to keep and maintain records relating to your employment (including Assignments) it shall be necessary for us to record, keep and process personal data (which may include sensitive personal data) relating to you. This data may be recorded, kept and processed on computer and in hard copy form.
2. To the extent that it is reasonably necessary for legal, personnel, administrative and management purposes, and/ or in connection with (a) your employment, (b) the performance of our responsibilities as an employer, and/or (c) demonstrating our own compliance with legal requirements to those with legitimate interests, we may be required to disclose this data to others, which may involve the transfer and processing of data outside of the European Economic Area.
3. Such others to whom we may disclose this data include
 1. Clients (including employment businesses (agencies) and End Clients to whom your services may be provided),
 2. Other employees and consultants providing services to us,
 3. Group Companies,
 4. Our professional advisers and pension scheme provider,
 5. HMRC and other authorities.
 6. External benefits providers.
4. If we plan to sell our business or integrate it with another business, we may also disclose this data to prospective purchasers and their advisors, and to any new owner of the business.
5. The data we may disclose may include your passport and any applicable visa, your CV, payslips, references, this employment contract, and (where relevant to the work you do or seek) results of DBS (Disclosure and Barring Service) checks.
6. You consent to the recording, processing, use and disclosure by us of personal data (including sensitive personal data) relating to you, as set out above.
7. When sending your personal data to us (particularly your sensitive personal data), you are advised to do so only in a secure manner. Email is intrinsically insecure, and you should not send such data to us by email unless it has been encrypted. You accept that if you choose to send such data to us by unencrypted email, you do so at your own risk.
8. For the purposes of the DPA, the Company has a nominated Data Protection Compliance officer.
9. This does not affect your rights as a data subject or our obligations and responsibilities under the Data Protection Act 1998 ('DPA') or the General Data Protection Regulations 2018.

O. HEALTH AND SAFETY

1. You must:
 1. familiarise yourself and comply at all times with all aspects of our Health and Safety policy, and with that of any Client on whose premises you are working;
 2. comply with the requirements of the Health and Safety at Work Act 1974 and all other current relevant safety legislation, regulations, laws, codes of practice, standards, and requirements imposed by any competent authority ('the Requirements');
 3. take responsible care for the health and safety of yourself and any other person who may be affected by your acts or omissions at work as required by section 7 of that Act;

4. as regards any duty imposed on us or on any other person by or under any relevant Requirement, cooperate with us or such other person so far as is necessary to enable that duty or requirement to be performed or complied with;
 5. not intentionally or recklessly interfere with or misuse anything provided in the interests of health, safety, or welfare in pursuance of any relevant statutory provisions.
2. Failure to comply with Health and Safety requirements is a serious matter, and may result in disciplinary action, including dismissal.

P. PREVENTION OF BRIBERY AND CORRUPTION

1. We take a zero tolerance approach to bribery and corruption. You must comply with the applicable anti-bribery and corruption laws, and with any related policies and procedures of which we or the Client may notify you from time to time.
2. If you are offered a bribe, or if you are asked to make one, or if you suspect that any bribery or corruption has occurred or may occur, you must immediately report to the Compliance Officer or a director. Failure to do so will be treated as a disciplinary matter and may result in the immediate termination of your employment.

Q. PREVENTION OF THE FACILITATION OF TAX EVASION

1. We take a zero tolerance approach to tax evasion. You must not engage in any form of facilitating tax evasion, whether under UK law or under the law of any foreign country.
2. You must immediately report to the Compliance Officer or a director any request or demand from a third party to facilitate the evasion of tax, or any concerns that such a request or demand may have been made. Failure to do so will be treated as a disciplinary matter and may result in the immediate termination of your employment.

R. COMPLIANCE WITH ALL OTHER APPLICABLE LAWS

1. In addition to the specific requirements for compliance elsewhere in this Agreement, you expressly agree that you will at all times comply with all other applicable laws, statutes, regulations and codes from time to time in force.

S. OTHER OBLIGATIONS OF EMPLOYEE

1. Vehicles

If you provide a vehicle for commuting or for use in connection with your work, you must ensure that your motor insurance includes the use of the vehicle for commuting and (where applicable) for business purposes, and you must on request provide us with a copy of your insurance certificate.

2. Integrity

You must maintain the highest standards of honesty and fair dealing in your work.

3. Warranty

You warrant that you are not subject to any restriction (whether contractual or otherwise) which might restrict you from fully performing any of the duties of your employment.

4. Staff Handbook

1. The Joint Employer's may publish a Staff Handbook containing detailed information about the procedures and policies. If the Joint Employer's does so you will be required to familiarise yourself with its content, keep up to date with any changes and generally abide by its provisions. If you are uncertain on any point in the Staff Handbook, then discuss it with a Director. The Staff Handbook (when published) is not contractual and the Joint Employer's may change it from time to time.

5. Criminal charges

If you at any time have a Criminal Charge laid against you, or if you receive a summons to appear in the Magistrates Court (other than as a witness, in domestic proceedings, or for a Road Traffic offence where the Court has no power to order endorsement of your driving licence) you must disclose it to us immediately. If you have had such a conviction in the past (other than a conviction which is 'spent' within the meaning of the Rehabilitation of Offenders Act) you must do likewise;

6. Other work

1. You must devote the whole of your time, attention and abilities during your normal working hours on a Client Assignment to your duties under this Contract of Employment, and you may not under any circumstances during those hours whether directly or indirectly, undertake any other duties, of whatever kind;
2. We do not seek to restrict what you do outside your normal working hours. However, to ensure we at all times have accurate up to date information as to your ongoing availability for work, you must keep us informed on an ongoing basis of any periods during which you are committed to such other employment or business activity.

7. Working Clothing

You must provide yourself with suitable working clothing and ensure that your personal presentation is excellent at all times when you may come into contact with Clients of ours; any protective clothing or equipment which may be necessary to minimise risks to your health or safety will be provided without charge.

8. Property

1. If any property is issued to you by us or by a Client in connection with the performance of your duties under this

Agreement, you will use it for no other purpose, take all proper care of it, ensure that at all times it is adequately insured, under no circumstances seek to exercise any lien on such property, and return it at the end of your employment (earlier, if so required) in good serviceable condition, fair wear and tear only excepted.

2. All property of yours shall be at your risk at all times and we shall not be liable for any loss or damage to it, however such loss or damage may be caused.

T. GENERAL

1. Status

It is not the intention of either of us that you should be or become an employee of any Client for whom you may perform a Client Assignment.

2. Retirement

We are obliged to give you notice of at least six months and no more than one year of any retirement date we may intend for you. If we do so, you have the statutory right to request that you do not retire on that date. We will comply with any then prevailing legislative requirements.

3. Conduct of Employment Agencies and Employment businesses Regulations 2003

Where these regulations apply to us in relation to an Assignment, our capacity will be that of an employment business. If we contract at your request with an employment business for the provision of your services, you confirm that you wish to Opt Out of the regulations where it is legally permissible to do so*, unless you specifically instruct us otherwise in relation to any particular engagement; and you authorise us to notify the employment business of such agreement between us.

* There can be no opt out where the worker 'is or would be involved in working or attending any person who is under the age of 18, or who, by reason of age, infirmity or any other circumstance, is in need of care or attention'.

4. Governing Law

This contract is governed by the law of England and any questions arising shall be dealt with by the English courts.

5. Severance

If any term of this Agreement is held by any court or other competent authority to be wholly or partially void, invalid, or unenforceable, such term shall be severed from the body of these terms (which shall continue to be valid and enforceable to the fullest extent permitted by Law).

6. Our right to change these conditions

We reserve the right to make reasonable changes to any of these terms and conditions of employment. Not less than one month's written notice of any significant changes may be given by way of an individual notice or a general notice to all employees. Such changes will be deemed to be accepted unless you notify us of any objection in writing before the expiry of the notice period.

7. Notices

Any notice pursuant to this contract shall be given in writing (excluding email), provided that notices

1. from us to you may be given by email to the most recent email address provided to us by you, and shall be deemed received forthwith upon sending unless notice of rejection is received from your email provider
2. from you to us may be given by electronic message via our website when you are logged in on your portal, and shall be deemed received forthwith upon sending unless you are notified of non-acceptance by the website.

8. Electronic signatures

1. This Agreement and/or your Employee Assignment Schedule may be signed by electronic signature (whatever the form the electronic signature takes), and that such method of signature shall be equally conclusive of the intention of each of us to be bound by its terms and conditions as if signed with manuscript signatures.
2. Notwithstanding that this Agreement and/or your Employee Assignment Schedule may have been signed by a form of electronic signature, and save in case of changes pursuant to clause 16.6 above, no addition, amendment to, or modification or discharge of, this Agreement and/or your Employee Assignment Schedule shall be effective otherwise than in writing on paper and signed with the manuscript signature of each party (in our case, by a director on our behalf), and no additional or modified terms may be implied by any other actions of you or the Company.

9. Definitions

1. 'Assignment' includes any Client Assignment detailed in your Employee Assignment Schedule, and Sourcing Assignments as detailed in this Agreement
2. 'Client' includes any End Client specified in your Employee Assignment Schedule.
3. 'Entire Assignment' means the entire period during which you work continuously in the same role for the same End Client, and therefore may be covered by more than one Employee Assignment Schedule.

10. Entire Agreement

This Agreement and your current Employee Assignment Schedule together are intended to fully reflect the intentions and expectations of both parties as to our future dealings, and (in the event of any dispute regarding your engagement by the Company) shall be regarded as a true, accurate and exhaustive record of the terms on which we have agreed to enter into a relationship; together, they contain and constitute the entire understanding between us, and supersede any prior arrangements relating to your employment (which shall be deemed to have been discharged by mutual consent). In case of conflict, this Agreement has priority over your Employee Assignment Schedule. You confirm that you have read and understood the contents of this document and have had the opportunity to take advice where necessary.

This contract has been formed electronically, following electronic signature by the parties as follows:

By Employer on 7th June 2019 at 15:11

By Employee on 7th June 2019 at 15:11 following secure login to Employee's portal on Employer's website by user name and password issued to Employee.

ANNEX A. WORKING TIME ELECTION FORM

Please tick one of the boxes below and sign and date this form, and return it to People Umbrella Limited

I wish to opt-out of the 48-hour working week restriction under the Working Time Regulations 1998. You may terminate this agreement by giving three months' written notice at any time.

I do not wish to opt-out of the 48-hour working week restriction under the Working Time Regulations 1998.

Signed:

Print name:

Dated:

ANNEX B. PEOPLE UMBRELLA LIMITED - DISCIPLINARY AND GRIEVANCE PROCEDURES

(Based on ACAS Guide on discipline and grievance at work 2009. These are the procedures in force at the date of this contract. They are not contractual, and we reserve the right to depart from them at our discretion, and/or to change them from time to time.)

DISCIPLINARY PROCEDURE

A. Purpose and scope

The organisation's aim is to encourage improvement in individual conduct or performance. This procedure sets out the action which will be taken when disciplinary rules are breached.

B. Principles

The procedure is designed to establish the facts quickly and to deal consistently with disciplinary issues. No disciplinary action will be taken until the matter has been fully investigated.

At every stage employees will be informed in writing of what is alleged and have the opportunity to state their case at a disciplinary meeting and be represented or accompanied, if they wish, by a trade union representative or a work colleague.

An employee has the right to appeal against any disciplinary penalty.

C. The Procedure

Stage 1 – first warning

If conduct or performance is unsatisfactory, the employee will be given a written warning or performance note. Such warnings will be recorded, but disregarded after 12 months of satisfactory service. The employee will also be informed that a final written warning may be considered if there is no sustained satisfactory improvement or change. (Where the first offence is sufficiently serious, for example because it is having, or is likely to have, a serious harmful effect on the organisation, it may be justifiable to move directly to a final written warning.)

Stage 2 – final written warning

If the offence is serious, or there is no improvement in standards, or if a further offence of a similar kind occurs, a final written warning will be given which will include the reason for the warning and a note that if no improvement results within ... months, action at Stage 3 will be taken.

Stage 3 – dismissal or action short of dismissal

If the conduct or performance has failed to improve, the employee may suffer demotion, disciplinary transfer, loss of seniority (as allowed in the contract) or dismissal.

Gross misconduct

If, after investigation, it is confirmed that an employee has committed an offence of the following nature (the list is not exhaustive), the normal consequence will be dismissal without notice or payment in lieu of notice:

– theft, damage to property, fraud, incapacity for work due to being under the influence of alcohol or illegal drugs, physical violence, bullying and gross insubordination.

While the alleged gross misconduct is being investigated, the employee may be suspended, during which time he or she will be paid their normal pay rate. Any decision to dismiss will be taken by the employer only after full investigation.

Appeals

An employee who wishes to appeal against any disciplinary decision must do so to the named person in the organisation within five working days. The employer will hear the appeal and decide the case as impartially as possible.

Dealing with grievances informally

If you have a grievance or complaint to do with your work or the people you work with you should, wherever possible, start by talking it over with your manager. You may be able to agree a solution informally between you,

Formal grievance

If the matter is serious and/or you wish to raise the matter formally you should set out the grievance in writing to your manager. You should stick to the facts and avoid language that is insulting or abusive.

Where your grievance is against your manager and you feel unable to approach him or her you should talk to another manager or a director.

Grievance hearing

Your manager will call you to a meeting, normally within five days, to discuss your grievance. You have the right to be accompanied by a colleague or trade union representative at this meeting if you make a reasonable request.

After the meeting the manager will give you a decision in writing, normally within 24 hours.

Appeal

If you are unhappy with your manager's decision and you wish to appeal you should let your manager know.

You will be invited to an appeal meeting, normally within five days, and your appeal will be heard by a more senior manager (or a director). You have the right to be accompanied by a colleague or trade union representative at this meeting if you make a reasonable request.

After the meeting the manager (or a director) will give you a decision, normally within 24 hours. The manager's (or a director's) decision is final.