

1. Definitions and Interpretation

The following definitions should be used to interpret this Agreement.

- 1.1. The "Agreement" means this Employment Contract;
- 1.2. The "Assignment" means the period during which the Employee is engaged to provide Services to the Customer or Client;
- 1.3. The "Client" means any third party other than a Customer for whom or at whose premises the Services are performed;
- 1.4. The "Client Agreement" means the agreement between the Client and the Customer to provide the Services to the Client;
- 1.5. The "Commencement Date" means the date of commencement of the first Customer Agreement in relation to the provision of the Services by the Employee;
- 1.6. The "Company" means Quest Pay Solutions NE Limited;
- 1.7. The "Customer" means a third party, comprising either an employment business or agency or other business, and who is the party with whom the Company enters into a contract;
- 1.8. The "Customer Agreement" means the agreement between the Company and the Customer to provide the Services to the Client;
- 1.9. The "Employee" means the individual who has printed and signed their name at the bottom of the Registration form.
- 1.10. "Incapacity" means sickness or injury leaving the Employee incapable of performing the Services;
- 1.11. "Intellectual Property Rights" means patents, rights to Inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.
- 1.12. "Inventions" means inventions, ideas and improvements, whether or not patentable, and whether or not recorded in any medium.
- 1.13. "National Minimum Wage" means the applicable rate under the National Minimum Wage Act 1998 and the National Minimum Wage Regulations 2015.
- 1.14. "Remuneration" is the aggregate of any monies payable by the Company to the Employee in respect of the Employee performing the Services;
- 1.15. The "Services" mean those services to be undertaken by the Employee as provided for in the Assignment Sheet;
- 1.16. "Week" means any period of seven days commencing on Sunday and ending with Saturday.
- 1.17. The masculine gender shall be taken to mean the feminine and the singular includes the plural and vice versa;
- 1.18. References to persons include corporate bodies.
- 1.19. Unless made in writing and signed by both parties, no modification, variation or amendment to this Agreement shall be considered to have come into effect.

2. Job Title and Duties

- 2.1. The Employee is employed by the Company with effect from the Commencement Date.
- 2.2. The Company or Customer will assign the Employee from time to time to carry out the Services for Clients. The precise description and nature of the Employee's work may be varied with each Assignment and the Employee may be required to carry out other duties as necessary to meet business needs. The Employee will be informed of the precise details of the role, including any requirements to hold qualifications or experience for each Assignment when it is offered to him. On all assignments no claims for travel and subsistence tax relief or expenses travelling to and from the employee's assignment will be permitted or paid. Whilst employed by the Company, the Employee must comply with all the Company's reasonable instructions, rules, regulations and policies from time to time in force and which apply to all of the Company's employees on a particular assignment.
- 2.3. The Employee is required to complete the Assignment which is offered to and accepted by him. If the Employee wishes to terminate an Assignment, the Employee must give the Company at least one month's notice. Termination of an Assignment is not termination of the Employee's employment by the Company or by the Employee and does not affect the continuity of the Employee's employment.
- 2.4. Unless directed by the Company, or prevented by Incapacity, the Employee will devote his full time and abilities to the Services as required by the Company or Client.
- 2.5. Each Assignment may require the Employee to work at various locations within a reasonable distance of their home address. The Employee will be informed of the relevant hours of work for each Assignment when it is offered to him and the location and hours for each assignment will be contained in the relevant Assignment Sheet.
- 2.6. The Employee agrees as necessary to work hours/provide Services which exceed the maximum average weekly working time limit of 46 hours imposed by the Working Time Regulations 1998. For the avoidance of doubt, by signing the Application Form, the Employee agrees to opt out of the Working Time

- 2.7. Regulations 1998. The Employee may withdraw his agreement on giving the Company three months' prior written notice.
- 2.8. The Employee shall take and comply with such other measures as may be reasonably necessary in respect of precautions for safeguarding all persons and property as may be affected by the performance of the Services.
- 2.9. The Employee's temporary place of work is the Client address and/or as directed by the Client.
- 2.10. This Agreement and the relevant Assignment Sheet replaces any previous arrangements (verbal or otherwise) relating to the terms of employment of the Employee by the Company. This Agreement and the period of continuous employment take effect on the Commencement Date.
- 2.11. In the event the Employee commences the Services without signing the Agreement then the Employee will be deemed to have accepted the terms of this Agreement.
- 2.12. The Employee has no permanent place of work and will be required to work at locations as notified from time by the Company. The Employee will report when instructed to the Company at Unit A, Telford Court, Chester Gates, Chester, CH1 6LT but will work from such Client premises as may be required from time to time. The Company will help the Employee to source their next contract at the end of an Assignment.

3. Hours of Work

- 3.1. The Company undertakes at all time during the currency of this contract to use reasonable endeavours to allocate the Employee to suitable Assignments. Without prejudice to the Company's rights under Clause 4 as a minimum guarantee the Employee will be offered at least 336 hours of work on Assignment over the course of any full 12 months' period commencing on the Commencement Date paid at a rate at least equivalent to the then current National Minimum Wage. For part time employees the guarantee shall be prorated based upon full time work of 35 hours per week. For the avoidance of doubt there is no entitlement to any particular number of hours of work on Assignment in any particular period shorter than 12 months. The provisions of the Apportionment Act 1870 shall not apply to this contract. Save as provided for herein the Company does not guarantee that there will always be a suitable Assignment to which the Employee can be allocated. The Employee acknowledges that there may be periods when no work is available for the Employee. In such circumstances the Company has no obligation to pay the Employee when the Employee is not carrying out work or on an Assignment. The Employee is obliged to work when required by the Company. If the Employee does not work when required to do so by the Company, without good cause, the Company shall be entitled to terminate the Employee's employment with immediate effect.
- 3.2. The Employee's assigned hours of work will vary according to the requirements of the Client. It is a condition of the Employee's employment that the Employee works flexibly in accordance with these requirements. The Company will give the Employee as much advance notice as is reasonably practicable of the hours the Employee will be required to work.

4. Duration and Notice

- 4.1. If the Employee wishes to terminate his employment, the Employee must give the Company one months' written notice. The Company must give the Employee notice in accordance with the current statutory minimum period of notice to terminate the Employee's employment.
- 4.2. When the Employee is not on assignment he is obliged to contact the Company regularly to confirm his availability to undertake further Assignments. In the event that the Employee fails to contact the Company for any continuous period of four weeks following the end of his last Assignment the Employee expressly agrees that the Company may choose to treat this as notice of termination of his employment with immediate effect

5. Warranty

- The Employee warrants that he:
- 5.1. has read and understood this Agreement, and
 - 5.2. has the correct qualifications and experience to provide the Services, and
 - 5.3. has the legal right to work in the countries he is required to provide the Services, and has provided evidence of this to the Company in accordance with the Asylum and Immigration Act 1996, and
 - 5.4. has made the Company aware of any convictions or pending court action that have or might result in a prison sentence; and
 - 5.5. has made the Company aware of any Services undertaken for the Client prior to the Commencement Date, and
 - 5.6. has no criminal record, and
 - 5.7. has no alcohol or drug related problem, and
 - 5.8. is willing to undergo a drugs test prior to or after the Commencement Date if required, and
 - 5.9. will supply the name, address and telephone number of business referees covering the last 5 years if requested to do so by the Company, Client or Customer, and
 - 5.10. shall abide by the Client's rules and regulations, and
 - 5.11. shall immediately notify the Company of any complaints made by the Client, and

- 5.12. understands that the Employee shall not be an agent of the Company or the Client or in any way represent himself as such and does not have the authority to sign any document whatsoever and will not hold himself out as having such authority on behalf of the Company; any documents or similar which are signed by the Employee will not legally bind the Company, and
- 5.13. has the right to use all software that he may utilise in connection with the Services and that such use does not infringe any third party property rights and that all necessary licences in connection with the use of the software have been purchased, and
- 5.14. will at all times have adequate motor vehicle insurance that covers business use if the Employee is utilising a motor vehicle in connection with the provision of Services to the Client, and will not publicise or comment in the media on this Agreement, or the dealings of the Company or the Client without the express prior written approval of the Company; and the provisions of this Clause shall survive the expiry or termination of this Agreement, and
- 5.15. where instructed, will submit timesheets to the Company within 7 days of the end of the week, if weekly, or month, if monthly, and
- 6. Remuneration**
- 6.1. The rate of remuneration will vary according to the rates agreed with Clients for whom the Employee provides Services. The Employee will be notified in writing by the Company of the hourly rates of remuneration applicable to an Assignment as soon as reasonably practicable and in the relevant Assignment Sheet. Unless otherwise agreed this will be at a rate at least equivalent to the then current National Minimum Wage.
- 6.2. The Employee shall keep a timesheet record of the hours spent performing the Services. The timesheet must show the number of hours the Employee has worked each day and be signed by each of the Employee and the Client. Where instructed, the Employee must submit a copy of each timesheet to the Company. The Employee can only claim payments for hours worked that are supported by correctly completed timesheets. Original timesheets must be forwarded to the Customer.
- 6.3. The Company will pay the Employee for correctly submitted and authorised timesheet hours or days only.
- 6.4. If there is written agreement from the Company that there is no SDC on a particular Assignment, the Company will reimburse to the Employee all expenses reasonably and properly incurred in the proper performance of the Employee's duties, including home to site travel at the rates from time to time specified by the Company. This is subject to the Employee providing to the Company completed weekly timesheets in accordance with Clause 5.14 and Clause 6.2 above and any other evidence of actual payment of such expenses as the Company may reasonably require from time to time. For the avoidance of doubt, expenses will only be reimbursed where there is sufficient commission available to do so and it is accepted by the Company that there is no SDC. Once the employment has ended, any entitlement to expenses ceases immediately.
- 6.5. The Company shall be entitled to make the necessary legal deductions from the Remuneration for both the Employee and the Company as required by UK and/or foreign tax and social security authorities.
- 6.6. Any over-payment by the Company to the Employee shall be a sum of money recoverable from the Employee.
- 6.7. The Company will be entitled at any time during the Employment Contract and at its termination to deduct from any payment to the Employee any monies owed to the Company by the Employee. Failure by the Employee to fulfil the terms of the Agreement will entitle the Company to withhold any payments due to the Employee without prejudice to any other rights in law, which the Company may have against the Employee arising out of the breach of this Agreement.
- 7. Annual Leave**
- 7.1. The Company's holiday runs between 1st February and 31st January respectively. If your employment starts or finishes part way through the holiday year, your holiday entitlement during that year shall be calculated on a pro-rata basis rounded up to the nearest whole half day. You are entitled to 28 days' paid holiday during each holiday year or the pro-rata equivalent if you work part time. This includes the usual public holidays in England and Wales. You shall give at least 1 week notice of any proposed holiday dates and these must be agreed by a Manager in writing in advance. No more than 14 days' holiday may be taken at any one time unless prior consent is obtained from a Manager. We shall not pay you in lieu of untaken holiday except on termination of employment. The amount of such payment in lieu shall be that holiday which has accrued at the rate of 12.07% on the hours that you have worked. If you have taken more holiday than your accrued entitlement at the date your employment terminates, we shall be entitled to deduct the excess holiday pay from any payments due to you calculated at 1/260th of your full-time equivalent.
- 8. Pension**
- 8.1. There is no pension scheme in force in relation to your employment. The Company will comply with their employer pension duties in accordance with Part 1 of the Pensions Act 2008 when required and you will be notified of the proposed pension arrangements when necessary.
- 9. Incapacity**
- 9.1. The Company will pay the Employee for any absences due to sickness in accordance with his entitlement under the UK Statutory Sick Pay Scheme.
- 9.2. In the event of the Employee's absence for whatever reason the Employee or someone on their behalf should contact The Company's Sales and Customer Service team as soon as possible before the normal starting time on the first day of the absence to inform them of the reason for the absence.
- 9.3. If the absence is due to sickness, and lasts for up to 7 days (Including weekends) a self-certification form must be completed and sent to the Company as soon as possible. Copies of the form will be supplied to the Employee, or can be obtained from The Company's Sales and Customer Service team.
- 9.4. In respect of absences lasting 7 days or longer, a medical certificate signed by the Employee's doctor stating the reason for the absence must be sent to The Company's Sales and Customer Service team. Further medical certificates should be sent thereafter as required, to ensure that the entire period of absence is duly covered by such certificates.
- 9.5. Provided that the Employee complies with the requirements of clauses 9.1 to 9.3 above, the Company will pay Statutory Sick Pay (SSP) in accordance with the Government's Statutory Sick Pay Scheme.
- 9.6. For the purposes of the Statutory Sick Pay scheme the agreed 'qualifying days' are those days that the Employee would normally have worked for the Company over the period of 12 weeks prior to the date of sickness.
- 10. Summary Termination**
- 10.1. The Company may terminate the Employment Contract without notice (but without prejudice to any other remedy or remedies which the Company may have against the Employee) and the Employee will have no claim for Remuneration or damages or otherwise against the Company if:
- 10.2. The Employee becomes the subject of a bankruptcy order or an Interim order under the insolvency Act 1986;
- 10.3. The Employee becomes a patient under Part vii of the Mental Health Act 1983;
- 10.4. The Employee is convicted of any criminal offence (other than a road/traffic offence for which the penalty is other than imprisonment);
- 10.5. The Employee commits or is reasonably believed by the Company to have committed any act of dishonesty, gross misconduct or another act which may seriously affect his ability to discharge his duties;
- 10.6. The Employee does not pass a drugs test, if required, to the satisfaction of the Company, Client or Customer;
- 10.7. The Employee becomes guilty of any serious or persistent neglect in the discharge of his duties, or wilfully or persistently breaches any of the provisions of this Agreement;
- 10.8. The Employee commits any act or conducts himself in a manner, which brings the reputation of the Company, Customer or the Client into disrepute.
- 10.9. The Employee's references are, at any time, deemed unsuitable by the Company, Client or Customer;
- 10.10. The Client ceases trading or becomes insolvent or commits an act of bankruptcy or is dissolved or goes into liquidation or makes a voluntary arrangement with its creditors or has a receiver or administrator or manager appointed of any of its assets;
- 10.11. The Client is dissatisfied with the Employee for any reason;
- 10.12. The Customer Agreement is terminated for any reason or within 30 days of the invoice date the Customer has not paid the Company.
- 11. Confidential Information**
- 11.1. The Employee shall at any time during this Agreement or at any time after its termination or expiry, maintain as confidential all information of a confidential or commercially sensitive nature which the Employee receives from the Client and or the Customer and/or the Company ("Confidential Information") and shall only use the same exclusively for the purposes of this Agreement.
- 11.2. The Employee shall not make any unauthorised use of Confidential Information belonging to the Client.
- 11.3. The Employee shall immediately notify the Company should he becomes aware of the possession, use or knowledge of any of the Confidential Information by any unauthorised person, whether during or after the term of this Agreement and shall provide such assistance as is reasonable to deal with such an event.
- 11.4. The Employee agrees to sign any confidentiality agreement provided to him by the Client in such form as the Client may reasonably require.
- 11.5. All property, software and other materials supplied by the Client or that is created in providing the Service shall be and shall remain the property of the Client.
- 12. Intellectual Property Rights**
- 12.1. The Employee shall give the Company full written details of all Inventions and of all works embodying Intellectual Property Rights made wholly or partially by him at any time during the course of the Appointment which relate to, or are

reasonably capable of being used in, the business of the Company. The Employee acknowledges that all Intellectual Property Rights subsisting (or which may in the future subsist) in all such Inventions and works shall automatically, on creation, vest in the Company absolutely. To the extent that they do not vest automatically, the Employee holds them on trust for the Company. The Employee agrees promptly to execute all documents and do all acts as may, in the opinion of the Company, be necessary to give effect to this clause 13.1.

12.2. The Employee hereby irrevocably waives all moral rights under the Copyright, Designs and Patents Act 1988 (and all similar rights in other jurisdictions) which he has or will have in any existing or future works referred to in clause 13.1.

12.3. The Employee hereby irrevocably appoints the Company to be his attorney to execute and do any such instrument or thing and generally to use his name for the purpose of giving the Company or its nominee the benefit of this clause 13. The Employee acknowledges in favour of a third party that a certificate in writing signed by any Director or the Secretary of the Company that any instrument or act falls within the authority conferred by this clause 13 shall be conclusive evidence that such is the case.

13. **Grievance Procedure**

The Company's Grievance Policy and Procedure can be obtained from Unit A, Telford Court, Chester Gates, Chester CH1 6LT or by email to your Quest Pay Solutions Consultant.

14. **Notices**

Notice will be considered served under this Agreement to the Company if it has been sent by recorded or first class post to the Company's registered office. Notice will be considered served under this Agreement to the Employee, if it is handed to him or sent by recorded or first class post to the address specified by him, either in this Agreement or another address as may have been notified to the Company. A notice that is sent by recorded or first class post will be considered to have been served on the working day following the day of posting.

15. **Data Protection**

Personal data, including but not limited to names and addresses of the Employee is incorporated in the Company's database, and the Employee hereby agrees to the storage and processing of the personal data for the purposes of providing the Services, making the personal data available to the independent third party recruitment agency from whom the Company acquired the contract, marketing, running the Company's business and to it being made available to other subsidiaries or affiliates of the Company. It will not be transferred to any independent third parties, save as set out above, unless the whole or part of the Company is sold. The Employee can request that the Company amend or update the personal data by writing to the data protection manager of the Company at the address shown above. The Company reserves the right to charge the statutory fee.

16. **Entire Agreement and No Variation**

17.1. This Agreement sets out the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes and replaces all prior communications, representations, warranties, stipulations, undertakings and agreements whether oral or written between the parties and may not be varied except in writing as agreed between the parties. All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

17.2. The terms and conditions contained or referred to in this Agreement relating to the supply of the Services shall be to the exclusion of any terms and conditions submitted at any time whether printed or sent with any order form or otherwise.

18. **Jurisdiction**

This agreement shall be governed and construed in accordance with the laws of England and Wales. Each party hereby submits to the 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.

The Employee acknowledges that he has received a copy of this Agreement and that they have read and understood the same and agree to be bound by all contractual terms contained in it. The Employee further agrees that he has checked that his address and payment details are accurate.

.....
Signed by the Employee

You agree to the above terms and have received and agree to the terms of the contract of employment attached.

.....
Dated

.....
Quest Employment Solutions Limited
Signed on behalf of the Company