

Duttoford Business Solutions Ltd

Upper Floor, Unit 1, 53 Broughton Lane, Manchester, M8 9UE

and

Name:

Address:

Phone:

CONTRACT OF EMPLOYMENT

Incorporating particulars required by Employment Rights Act 1996

1. YOUR EMPLOYMENT

1.1. Intentions; Commencement and continuity of employment

- 1.1.1. 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.
- 1.1.2. In reliance on those representations, we offer and you hereby accept employment on the terms of this Employment Contract.
- 1.1.3. Your period of continuity of employment commenced on [As set out in your Client Assignment] .
- 1.1.4. Where there is no preceding continuity of employment, this contract of employment is conditional on actual commencement of your first Client Assignment.

1.2. Duties (during Assignments, and between Assignments)

- 1.2.1. You are employed as a Warehouse Operative, 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.¹
- 1.2.2. We undertake at all times during the currency of this contract to use reasonable endeavors to allocate you to suitable Client Assignments.
- 1.2.3. You will perform and complete such Client Assignments as we may from time to time allocate to you. 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.
- 1.2.4. You will work with all proper skill and care, and in a professional manner. You will report to the Directors, and to any other person they may from time to time specify. You will comply with all lawful instructions, and with our working practices, standards, regulations and other reasonable requirements.
- 1.2.5. Whilst on Client Assignment,
 - 1.2.5.1. you are seconded to work under the supervision direction and control of the End Client, at the location, and for the duration, all as specified in the applicable Employee Assignment Schedule; and
 - 1.2.5.2. 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.
- 1.2.6. Your responsibilities include an ongoing duty to use your best endeavours to develop and extend our business, and to take all necessary steps to source new business for us in the form of suitable Client Assignments for you to perform under contracts between us and third parties.
- 1.2.7. You may be required to spend up to one week (35 hours) or such longer period as we may require after each Client Assignment as a Sourcing Assignment on efforts to source new business for us in the form of your next Client Assignment; you will be paid for such time as we require you to spend on a Sourcing Assignment.
- 1.2.8. You are obliged to work when we require you to do so. We do not guarantee that there will always be a suitable Client Assignment to which you can be allocated, and you acknowledge that there may be periods when no work is available for you. As a minimum we do however guarantee that you will be offered at least 336 hours of paid work over the course of any full 12 month period of employment commencing on the Start Date or an anniversary thereof.

¹ The role should be specified broadly, but accurately. It also governs the type of work you are obliged to seek for the individual / the type of work he is obliged to accept, between assignments

1.2.9. Whilst you are not working on Client Assignment and not on paid leave, you must contact us by email or phone on the Monday of each week (or on the next following working day, if Monday is a public holiday) to confirm whether or not you are available for work on each day during that week, and to update us as to the progress of your efforts to source a suitable Client Assignment. If you do not so contact us, we shall be entitled to conclude that you are not available for work, and we may regard this as indicating an intention on your part to resign from your employment, unless you advise us otherwise.

1.2.10. You will act loyally and faithfully to us.

1.2.11. 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.

1.2.12. You are not authorised to enter into or conclude contracts on our behalf.

1.3. Location

1.3.1. We do not expect to provide workspace for you at our premises; you will be mobile between such other locations as we may specify from time to time within the United Kingdom (or otherwise, as you and we may from time to time agree).

2. AGENCY WORKERS REGULATIONS

2.1. 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.

2.2. 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, and discretionary profit sharing bonuses (DPSB), to the extent that such bonuses are in fact paid, will be taken into account as forming part of your pay.

2.3. If, in relation to any Client Assignment,

2.3.1. you have completed the Qualifying Period under regulation 7 of the Agency Worker Regulations 2010, and

2.3.2. the amount you receive in pay under that Client Assignment (calculated as set out in clause 2.2 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

2.3.3. 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.

3. PAYMENT

3.1. **Salary:** We will pay you at the applicable National Minimum Wage rate, to commence when the first Client Assignment commences, for all hours actually worked on Assignment, subject in all cases to you complying with all applicable company procedures and requirements.

3.2. You will be paid weekly in arrears, unless otherwise indicated in your current Employee Assignment Schedule.

3.3. In addition you will be considered periodically for a provisional payment on account of discretionary profit sharing bonus (clause 3.6 - DPSB); for the avoidance of doubt, any such bonus may not count as part of your eligible pay, for the purposes of calculating your paid leave entitlement. Any such payment is provisional and may be adjusted or recouped at any time before the end of the current tax year.

3.4. Duttoford Business Solutions Ltd will pay you as a PAYE Employee, deducting all relevant taxes, national insurance and social security contributions, along with and other legal liabilities, charges and other legal deductions.

3.5. **Guarantee:** If at the end of any full 12 month period of employment commencing on the Start Date or an anniversary thereof we have not offered you at least 336 hours of paid work, we will pay you at the Pay Rate for such

number of hours as is represented by 336, less the number of hours in respect of which we have previously paid you during that 12 month period.

3.6. **Reimbursement of Expenses:** We will reimburse to you all authorised expenses actually and reasonably incurred in the performance of your duties in accordance with our current expenses policies, provided (where applicable) both the nature of the expense and the amount are (where practicable) agreed in advance and provided you comply with our current rules and procedures for expense claims. All expense claims must be accompanied by receipts and submitted at the same time as the timesheet for the period in question, unless our current expenses policy states otherwise.

3.7. **Bonus:** You may be eligible for a discretionary profit sharing bonus (DPSB) at the end of each tax year, provided that:

3.7.1. you have, in the reasonable opinion of the Company, generated sufficient profits, as determined by the Company, to warrant the grant of such a bonus; and

3.7.2. you have not breached the terms of this Agreement.

3.8. **Deduction:** 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 your accrued paid leave entitlement, we may recoup that advance by deduction or set-off against any payment due to you for 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.

4. HOLIDAYS

4.1. 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).

4.2. You may take any accrued paid leave entitlement at any time, subject only to the requirements of any current Client Assignment.

4.3. Periods not worked will be taken as paid leave, to the extent of accrued but any untaken entitlement, and thereafter will be treated as unpaid leave.

4.4. The Company's holiday year is from the date your employment starts to the anniversary date less one day. If your employment 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 day.

4.5. 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.

4.6. For the purposes of calculating a week's pay in relation to paid leave:

4.6.1. any bonuses we may pay you are profit sharing bonuses and not directly related to any particular week's work, and may therefore be disregarded for the purposes of calculating the pay to which you are entitled during paid leave; and

4.6.2. your basic weekly hours of work will be calculated based on an average of your hours for the last 52 weeks; and

4.6.3. Paid leave taken by the day will be paid at an average rate from the last 52 weeks.

5. SICKNESS AND INJURY

5.1. 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.

5.2. If you are absent from work for any reason and absence has not previously been authorised by us you must inform us 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.

5.3. 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.

- 5.4. 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).

6. HOURS OF WORK

- 6.1. **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.
- 6.2. **Sourcing Assignments:** You may be required to spend up to one week (35 hours), during the week following the end of the immediately preceding Client Assignment, as specified in clause 1.2.7.
- 6.3. You will cooperate and comply with such means of recording working time and expenses as we may reasonably specify from time to time.
- 6.4. 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.
- 6.5. 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 months' notice in writing to withdraw such agreement.

7. PENSIONS

- 7.1. The statutory Pension Auto-Enrolment provisions will apply, in accordance with Part 1 of the Pensions Act 2008,
- 7.2. 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.
- 7.3. Subject thereto, there is no company pension scheme.
- 7.4. 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.
- 7.5. No contracting-out certificate issued by the Occupational Pensions Board is in force in relation to your employment.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1. 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 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.
- 8.2. 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.

9. CONFIDENTIALITY

- 9.1. 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 any third party:
- 9.1.1. during the employment, except in the proper course of the employment, or
- 9.1.2. at all, after the termination of the employment.
- 9.2. You will sign any reasonable form of non-disclosure, secrecy, or confidentiality agreement that may be required from time to time.
- 9.3. Your obligations under this clause shall survive the termination of this Agreement, for whatever reason.

10. TELEPHONES, COMPUTERS, EMAIL, AND INTERNET

- 10.1. We may provide you with a computer and ancillary equipment, high speed internet access and a telephone for use at your home solely in connection with our business; it is your responsibility to ensure that this and any other equipment belonging to us and kept at your home is adequately insured, and we will reimburse you with any additional premium in respect thereof.
- 10.2. We may provide a mobile telephone in our name for use by you solely in connection with our business, and if we do so provide we shall pay all bills in connection therewith.
- 10.3. 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 telecommunication equipment.

11. DISCIPLINARY AND GRIEVANCE PROCEDURES

- 11.1. 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. A copy of the procedures currently in force will be provided on request.
- 11.2. 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.
- 11.3. Appeals in relation to disciplinary matters may be made to a Director.

12. TERMINATION

- 12.1. Termination of a Client Assignment does not terminate your contract of employment.
- 12.2. 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:
 - 12.2.1. During the first month, either by you or by us with immediate effect
 - 12.2.2. Until you have achieved two years continuous employment, either (a) by you giving us one week's notice, or (b) by us giving you three weeks' notice
 - 12.2.3. 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 (maximum notice fourteen weeks);
- 12.3. Your employment will automatically terminate, without any requirement for notice, on the day on which the following conditions are satisfied:
 - 12.3.1. you are not working on Client Assignment, and have not worked on Client Assignment for the last 3 months; and
 - 12.3.2. the total number of hours during the most recent period of employment totaling 12 months or less and commencing on the Start Date or on an anniversary thereof, during or in respect of which you have carried out work and/or been offered work and/or been paid, is 336 or more.
- 12.4. 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.
- 12.5. 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.
- 12.6. If on termination
 - 12.6.1. You have taken more than the amount of paid leave to which you are entitled (calculated to the date of termination) there shall be deducted from your final salary payment such sum as represents the amount you were paid for that excess period.
 - 12.6.2. you have taken less than the amount of paid leave to which you are entitled (calculated to the date of termination), we may require you to take the remaining accrued paid leave entitlement as part of the notice period; failing that, there shall be added to your final salary payment such sum as you are entitled to in respect

of accrued paid leave entitlement.

12.7. On termination of your employment for whatever reason, you will forth with 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.

13. DATA PROTECTION ACT

13.1. 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.

13.2. 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.

13.3. Such others to whom we may disclose this data include

13.3.1. Clients (including employment businesses (agencies) and End Clients to whom your services may be provided),

13.3.2. other employees and consultants providing services to us,

13.3.3. Group Companies,

13.3.4. our professional advisers and pension scheme provider,

13.3.5. HMRC and other authorities,

13.3.6. Prospective purchasers of our business and their advisors, in the event that we plan to sell or integrate our business with another business and will be passed on to the new owners of the business..

13.4. 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.

13.5. 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.

13.6. 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.

13.7. This does not affect your rights as a data subject or our obligations and responsibilities under the Data Protection Act 1998 ('DPA').

13.8. For the purposes of the DPA, the Company has nominated the Managing Director as its Data Protection Compliance officer.

14. HEALTH AND SAFETY

14.1. You must:

14.1.1. 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;

14.1.2. 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');

14.1.3. 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;

14.1.4. 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;

14.1.5. 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.

14.2. Failure to comply with Health and Safety requirements is a serious matter, and may result in disciplinary action, including dismissal.

15. OTHER OBLIGATIONS OF EMPLOYEE

15.1. 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.

15.2. Policies and Procedures

You must maintain the highest standards of honesty and fair dealing in your work for us. The utmost importance is attached to the observance of our policies and procedures.

15.3. 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.

15.4. 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;

15.5. Other work

15.5.1. 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;

15.5.2. If you identify an opportunity of new business for us in the form of a suitable Client Assignment for you to perform, you will refer it to us, in accordance with clause 1.2.6.

15.5.3. 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 notify us before taking any employment with a third party, or engaging in any way in any other business activity, and keep us informed on an ongoing basis of any periods during which you are committed to such other employment or business activity.

15.6. 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.

15.7. Property

15.7.1. 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.

15.7.2. 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.

16. GENERAL

16.1. 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.

16.2. 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.

16.3. 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 so³, 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.

16.4. Governing Law

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

16.5. 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).

16.6. 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.

16.7. Notices

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

16.7.1. 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

16.7.2. 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 nonacceptance by the website.

16.8. Electronic signatures

16.8.1. 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.

16.8.2. 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).

16.9. Definitions

16.9.1. 'Assignment' includes any Client Assignment detailed in your Employee Assignment Schedule, and Sourcing Assignments as detailed in this Agreement

16.9.2. 'Client' includes any End Client specified in your Employee Assignment Schedule.

16.10. Entire Agreement

This Agreement and your current Employee Assignment Schedule together 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.

16.11. I hereby declare that I am willing and intend to undergo multiple assignments while under the employment of Duttoford Business Solutions Ltd.

..... (for employer) Date
..... (for employee) Date