



## **UMBRELLA PAYE CONTRACT OF EMPLOYMENT**

### **Between:**

#### **1) ONE PAYROLL SOLUTIONS LIMITED**

(Company number 8886716) whose registered office is One Payroll Solutions Ltd, M25 Business Centre, 121 Brooker Road, Waltham Abbey, Essex, EN9 1JH ("Company")

#### **2) Employee**

Is the individual named within this Contract of Employment, who will perform services on behalf of the Company.

### **1. OBLIGATIONS OF THE EMPLOYEE**

- 1.1. You are employed to work on such projects and for such periods as we may from time to time require as set out in your Assignment Schedule in relation to service delivery requirements that the Company is contracted to undertake to deliver for the benefit of its Clients which may be employment businesses or end users of temporary labour.
- 1.2. For the avoidance of doubt, we reserve the right to require you to cease or not to commence working on a project if we are unable to agree terms of business with the Client. The terms of this contract apply at all times (subject to termination in accordance with clause 11) whether you are currently engaged on a project or between assignments.
- 1.3. You will perform all duties required of you by the Company, which may be detailed in the Assignment Schedule which will be provided to you in advance of commencing an assignment.
- 1.4. You will remain employed by the Company during any period when you are not on assignment. Termination of an assignment will not automatically terminate these Terms and Conditions of Employment.
- 1.5. Whilst employed by the Company you must comply with all the Company's rules, regulations and policies from time to time in force and any rules which the Company's clients may require you to observe whilst working on their premises including any health and safety and drugs and alcohol policies.
- 1.6. If you are aware of any reason relating to your health which may prevent you from carrying out any of the duties required of you by the Company you are obliged to inform the Company of this condition.
- 1.7. You shall, at the Company's request, provide confirmation of your identity, right to work in the UK and written references and shall cooperate in any checks in relation to experience, training, qualifications, skills, ability and authorisations relevant to the performance of the services.

### **2. COMMENCEMENT OF EMPLOYMENT**

- 2.1. The Employee's continuous employment with the Company will commence on the date on which you commence your first assignment.
- 2.2. No previous employment counts as part of his/her period of continuous employment with the Company.
- 2.3. The Company will provide you with details of the role you will be required to undertake, the tasks to be performed, the location at which the work will be undertaken, hours of work and the entitlement to any profit related pay which may be available. This information will be supplied as part of the Assignment Schedule which shall take precedence in the event of a dispute arising between the Assignment Schedule and the Terms and Conditions of Employment.
- 2.4. Details of the terms and conditions relevant to each assignment in respect of working time, night work, rest periods or rest breaks will be as set out in each Assignment Schedule.

### **3. REPORTING**

- 3.1. The Employee will report to a payments clerk, or such other person as may be authorised by the Company and notified to the Employee.

### **4. PLACE OF WORK**

- 4.1. You do not have a normal place of work. The nature of the Employee's work is such that he/she may be required to work at any place that the Company requires him/her to work for a client within the United Kingdom or abroad.
- 4.2. You will not be required to work overseas for periods exceeding one month.

## **5. HOURS OF WORK**

- 5.1. The Company agrees to offer the Employee opportunities when a suitable assignment becomes available whereby a client of the Company may require his/her services.
- 5.2. You have confirmed you will be available to work up to a maximum 80 hours per week of assignment and not less than one hour per week. However, all assigned hours of work will vary according to the requirements of the Company's Clients and will be notified to you in the relevant Assignment Schedule.
- 5.3. It is a condition of your employment that you work flexibly in accordance with these requirements. The Company will give you as much advance notice as is reasonably practicable of the hours you will be required to work.
- 5.4. In particular you agree to work hours which exceed the maximum average weekly working time limit of 48 hours imposed by the Working Time Regulations 1998. If you do not want to opt out, please delete the appropriate statement at the end of this contract. You may withdraw this opt out by giving the Company three months written notice.
- 5.5. For the avoidance of doubt, there may be periods when there is no work available to you. In this regard, you will be employed by the Company during any period when you are not on assignment. Accordingly, you agree that you will hold yourself available to accept suitable offers of work for the company at all times upon the provision of reasonable notice. Providing that you do this, we do not object to your taking outside work.
- 5.6. During any period when you are available for work but are not on assignment, the employment business to which you last provided your services will be appointed as the Company's "agent" in order to find work for you, which you will then perform as an Employee for the Company. By signing these Terms and Conditions of Employment, you confirm your agreement to cooperating with that employment business in finding such work for you. In the event that the employment business advises us that suitable assignments are available, your services will be proposed to the end user. In the event that you refuse a suitable offer of work (offered on reasonable notice), the Company will be entitled to treat you as not being available for work. For the avoidance of doubt, failure to confirm your availability for work (or failure to comply with reasonable requirements indicated to you by the Company in order to verify your availability for work) when you are not working on assignments will mean that the Company is entitled to consider this to be serious misconduct which may lead to termination of your employment.

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

- 6.1. The AWR came into force on 1 October 2011, giving you the entitlement to the same basic employment and working conditions as if you had been recruited directly, if and when you complete a qualifying period of 12 weeks in the same job. The Company will be treated as a 'Temporary Work Agency' for the purposes of these Regulations.
- 6.2. Under these Regulations, from day one, you will become entitled to receive access to certain collective facilities and amenities and information relating to vacancies, as is available to a comparable worker as identified by the Client.
- 6.3. When the qualifying 12 week period has been completed, you will also become entitled to "basic working and employment conditions" as if you had been recruited directly. Such rights include equal treatment on pay, duration of working time, night work, rest periods, rest breaks and annual leave, commonly known as 'Regulation 5 Rights'.

## **7. PAY**

- 7.1. The Company undertakes at all times during your employment (and subject to the terms of this Agreement) to use reasonable endeavours to allocate to you suitable work and as a minimum guarantees that you will be offered at least 336 hours of work over the course of any full 12 month period (commencing on the start date of your continuous employment) paid at a rate at least equivalent to the then current National Minimum Wage. There is no obligation for the Company to provide the minimum hours in any particular week or month or spread them evenly or at particular intervals over the year. You acknowledge that there may be periods when no work is available to you. The provisions of the Apportionment Act shall not apply to this Agreement.
- 7.2. If your employment terminates during the year, except when terminated by resignation or for acts of Gross Misconduct, the minimum hours detailed in clause 7.1 will be pro-rated to reflect such proportion of the year as has expired (such calculation will be made by reference to the number of full weeks which have expired in the year). For example, if your employment is terminated by the Company after 26 weeks, the minimum hours for that year will be 168 hours.
- 7.3. Save as provided for herein the Company does not guarantee that there will always be suitable work to which you can be allocated. You acknowledge that there may be periods when no work is available for you. In such circumstances, subject to Clause 7.1, the Company has no obligation to pay you when you are not carrying out work.
- 7.4. You are obliged to work when required by the Company. If you do not work when offered suitable work (with reasonable notice) or when required to do so, the Company is entitled to terminate your employment in accordance with Clause 11.
- 7.5. The Company will pay the Employee wages calculated at an hourly rate of pay in accordance with National Minimum Wage legislation in force at the relevant time.
- 7.6. In addition you may be entitled to additional discretionary profit related pay in relation to work undertaken on each assignment.
- 7.7. Such wages will be paid at regular intervals, the longest of which will be monthly in arrears and will be subject to prior deduction of income tax and National Insurance contribution.
- 7.8. You agree that the Company may deduct from your remuneration any sums due from you to the Company including, without limitation, any overpayments, loans or advances made to you by the Company. If the final payment is insufficient to allow for the whole amount of any deduction, you will be required to repay any outstanding amount due to the Company within one month of the termination of your employment.

- 7.9. The Company shall be entitled to appoint a third party to assist in the recovery of all amounts owed by the Employee to the Company and the Company shall be entitled to recover and the employee shall indemnify and shall keep indemnified the Company in respect of all costs, fees and expenses incurred by or on behalf of the Company in taking such action.

## **8. EXPENSES**

- 8.1. You may be able to claim allowable expenses in accordance with the Taxes Acts on the basis set out in the Company's expenses policy. The expenses policy is not contractual and the Company may change its content at any time at its absolute discretion. You must submit an expenses claim form together with any supporting evidence as required by the Company.
- 8.2. Except where specified to the contrary, allowable expenses shall be reimbursed subject to the Employee providing appropriate evidence (including receipts, invoices, tickets and/or vouchers as may be appropriate) of the expenditure in respect of which he/she claims reimbursements.
- 8.3. If the employee is to be found to be submitting fraudulent expenses, subject to a full investigation, disciplinary action may be invoked.
- 8.4. For the avoidance of doubt, expenses will not account as pay for the purposes of the current applicable minimum wage.
- 8.5. Where applicable, you are required to inform us as soon as it becomes apparent to you that you have worked or are likely to work at a particular location in excess of 24 months and, in any event, you must inform us when you have been working at a particular location for 20 months or more.
- 8.6. You are required to cooperate with the Company to provide information so that the Company can determine whether or not you are eligible for expenses. Failure to do so will mean the Company will not be able to process any expenses during the course of your employment.

## **9. HOLIDAYS**

- 9.1. The Employee is entitled to 28 days paid holiday each full working year (260 working days). If you work less than 260 days in a full working year your entitlement to paid annual leave will be pro-rated accordingly. If you treat bank holidays as non-working days they will be taken as part of your holiday entitlement. This entitlement is inclusive of bank holidays and holiday entitlement under the Working Time Regulations 1998.
- 9.2. In addition to paid holidays, you may be entitled to unpaid holiday depending on the specific assignment which will be detailed in the Assignment Schedule.
- 9.3. The holiday year commences on 1<sup>st</sup> April and ends on 31<sup>st</sup> March each year and it is the Employee's obligation to ensure that the full holiday entitlement is taken during the holiday year.
- 9.4. All holidays must be taken in the holiday year in which they accrue and cannot be carried over to the next holiday year without prior consent of the Company.
- 9.5. If your employment begins or ends part way through the holiday year your holiday entitlement for that year will be assessed on a pro rata basis.
- 9.6. The Employee will earn holiday pay at a rate of 12.07% of basic pay (which is represented as the National Minimum Wage in force at the time). Holiday pay will be paid to you on a weekly basis in addition to your gross pay and shown as a separate and distinct amount on your payslip or, in the event of a specific request, holiday pay will be retained in a holiday fund and paid at such time as any holidays are taken. You will be paid for each day of holiday authorised by the Company at an hourly rate calculated on the basis of your average income over the 12 weeks preceding the holiday.
- 9.7. The Company may require the Employee to take holidays during periods when no assignment is available.
- 9.8. The Employee may only request and take holidays that have been accrued in the current holiday year. Holidays must be taken at times agreed by the Company and the Company's Client (where appropriate) and sufficient notice of request to take holiday must be given to the Company and our Client.
- 9.9. On termination of employment the Employee will receive a payment equivalent to any holidays accrued but not taken in the holiday year in which the employment terminates. The entitlement can be calculated by multiplying the total period of leave to which the Employee is entitled by the proportion of the employment terminates. The entitlement can be calculated by multiplying the total period of leave to which the Employee is entitled by the proportion of the leave year which has expired before the employment terminates, less any period of leave taken between the start of the leave year and the terminate date.
- 9.10. If on the termination of your employment, you have taken holidays in excess of the statutory holiday entitlement which has accrued to you at that time you will be required to repay the Company in respect of these holidays.

## **10. SICKNESS ABSENCE AND SICK PAY**

- 10.1. If the employee is unable to attend work because of sickness or injury he/she must notify the Company and his/her agency/Client as soon as reasonably possible and in any event within one hour of his/her start time on the first day of absence: and
- complete and return to the Company a self-certification form in respect of the first seven days (including weekends) of any sickness absence; and

- provide the Company with a medical certificate from his/her General Practitioner or other registered medical practitioner for periods of sickness absence in excess of seven days (including weekends) or more and with medical certificates for each subsequent week of sickness absence.
- 10.2. The Company will pay Statutory Sick Pay in accordance with legislation in force, provided the Employee complies with the notification and certification procedure set out above, provided he/she is eligible. For the purposes of Statutory Sick Pay, the “qualifying days” are Monday to Friday inclusive.
- 10.3. If the employee is absent from work due to sickness for a period or periods that the Company deems excessive the Company will be entitled to terminate their employment at any time, subject to a full disciplinary investigation, by written notice on the date specified in the notice. The Company’s disciplinary policy be applied in these circumstances.
- 10.4. Subject to the Access to Medical Reports Act 1988, the Company reserves the right to ask the employee to attend a medical examination with a medical practitioner of its choice during any period of absence due to illness or incapacity. For the purpose of the Data Protection Act 1998, the employee hereby expressly consent to the Company retaining information about their health supplied by such medical Practitioner on their personnel file for as long as is reasonably necessary.

## **11. TERMINATION**

- 11.1. The written notice which the Company is required to give to terminate the Employee’s employment is one week’s notice if continuously employed for up to two years and then one week’s additional notice for each completed year of employment from two completed years up to a maximum of twelve weeks’ notice.
- 11.2. The notice required from the Employee to the Company to terminate employment is one week’s written notice.
- 11.3. The Employee’s employment may be terminated summarily without notice by the Company in the event that the Company believes that the Employee has committed any gross or serious misconduct and/or serious negligence. For the avoidance of doubt, acts or behaviour which constitute serious misconduct shall be taken to include (but not restricted to) the following:
- theft or attempted theft from the Company, its clients or other employees. For the avoidance of doubt this shall include, without limitation, falsifying timesheets or otherwise claiming that you worked on assignment during hours in which you did not in fact work;
  - fraud;
  - rude, offensive and threatening behaviour to the Company, its Clients or employees;
  - malicious damage to property, including the introduction of viruses and other damage to computer systems;
  - breaches of the Company or client internet use policy, including downloading pornographic or other prohibited or illegal material;
  - breach of confidentiality;
  - negligence resulting in serious loss, damage or injury to the Company, its Clients or their employees;
  - serious breaches of Health and Safety regulations;
  - attempting to perform any duties while under the influence of alcohol and/or drugs;
  - failure to notify us by the required deadline of any period in which you anticipate not being on assignment;
  - failure to comply with requirements of the Company concerning your availability for work during periods when you are not on assignment;
  - refusal to accept a reasonable offer of work under an assignment; “reasonable” referring both to the kind of work offered and the notice given;
  - failure to hold oneself available for future offers of work as required by clauses 5.5 and 5.6 above;
  - failure to submit timesheets in respect of work done by you and;
  - conviction for any serious criminal offence.
- 11.4. The Employee’s employment may be terminated summarily or, at the sole discretion of the Company, suspended for such period as the Company shall decide where the Employee at any time ceases to hold all necessary licences and permits required to carry out the role for which the Employee is employed.

## **12. HEALTH AND SAFETY**

- 12.1. You are under a statutory duty under the Health and Safety at Work Act 1974 to observe all health and safety rules and to take all reasonable care to promote the health and safety of yourself and others.
- 12.2. Whilst employed by the Company you must comply with all the Company’s rules, regulations and policies from time to time in force and rules which the Company’s Clients/Customers may require you to observe whilst working on their premises.

### **13. REGULATORY ISSUES**

13.1. Until the Employee notifies the Company to the contrary in writing the Company shall be entitled to assume that the Employee will agree to opt out, to the extent that they may apply, of the Conduct of Employment Agencies and Employment Business Regulations 2003 in respect of all future assignments. You hereby confirm that you wish the Company to sign any opt out clauses on your behalf. If you do not wish to opt out please delete the appropriate statement at Clause 23. Without limitation to your right to withdraw your agreement to opt out of the Regulations, you agree that an opt-out notice may be given in accordance with Regulation 32 of the Regulations on each occasion that you or a client of the Company inform the Company of a new project.

### **14. CONFIDENTIAL INFORMATION**

14.1. For the purposes of this Clause, "Confidential Information" means all information which is identified or treated by the Company or any of the Company's Clients or customers as confidential or which by reason of its character or the circumstances or manner of its disclosure is evidently confidential including (without prejudice to the foregoing generality) any information about business plans, proposals relating to the acquisition or disposal of a company or business or proposed expansion or contraction of activities, maturing new business opportunities, research and development projects, designs, secret processes, trade secrets, product or services development and formulae, know-how, inventions, sales statistics and forecasts, marketing strategies and plans, costs, profit and loss and other financial information (save to the extent published in audited accounts), prices and discount structures and the names, addresses and contact and other details of: (a) employees and their terms of employment; (b) customers and potential customers, their requirements and their terms of business with the Company; and (c) suppliers and potential suppliers and their terms of business (all whether or not recorded in writing or in electronic or other format).

14.2. The Employee shall not make use of or otherwise infringe the copyright, trademarks, patents or other intellectual property right of any third party.

14.3. The Employee shall not either during the term of his/her employment or at any time after its termination:

- disclose to any person or persons;
- use for his own purposes or for any purposes other than those of the Company; or
- through any failure to exercise all due care and diligence cause any unauthorised disclosure of any Confidential information of the Company or a client including the working of any process carried on or used by the client or any intellectual property of the client or which the Employee has obtained by virtue of his employment by the Company. These restrictions shall cease to apply to information of knowledge which may (otherwise than through the default of the Employee) become available to the public generally without requiring a significant expenditure of labour, skill or money or as may be required by law.

### **15. COMPANY AND CLIENT PROPERTY**

15.1. All equipment (including computer equipment), notes, memoranda, records, lists of customers, suppliers and employees, correspondence, computer and other discs or tapes, data listings, codes, keys and passwords, designs, drawings and other documents or material whatsoever (whether made or created by you or otherwise and in whatever medium or format) relating to the business of the Company or any of its Clients (and any copies of the same) shall:

- be and remain the property of the Company or the relevant Client; and
- be handed over by you to the Company on demand and in any event on the termination of your employment.

### **16. IT POLICY**

16.1. Whilst on a Client's site the Employee must observe the policies and procedures notified to you by the relevant Client.

### **17. COLLECTIVE AGREEMENTS**

17.1. No collective agreement exist which relate to any term or condition of the Employee's employment.

### **18. DATA PROTECTION AND MAINTENANCE OF RECORDS**

18.1. By signing this Contract, the Employee acknowledges that during the course of his/her employment it will be necessary for the Company to maintain personnel records in relation to him/her and where appropriate, to release limited details of the Employee to third parties to whom the Company, through the Employee, is providing services. Such details shall be limited to those details, such as identification, eligibility to work in the territory in which the services are being performed and tax status so as to enable the Employee to provide the services to such parties. The Employee hereby authorises the Company to release such details as and when necessary and to whom the Company believes appropriate without further consultation of the Employee.

18.2. All information concerning the Employee which is personal data and which is processed by the Company, for the purpose of data protection legislation in force at the relevant time, shall be processed only in accordance with such legislation and the Employee acknowledges that by signing this contract he/she consents to the Company processing such data for personnel management and administration purposes.

18.3. There may be occasion that the Company receives such requests for information about the Employee in relation to earnings and employment with the Company. These requests will be covered under the Social Security Administration Act 1992 of which Section 35 (1) and schedule 2 of this Act provides that where the company is required by statutory provision to supply information, this information will not be in breach of the Data Protection Act 1998.

## **19. CLAIMS AND LEGAL PROCEEDINGS**

19.1. The Employee shall at the request of the Company promptly take all such steps and provide the Company with such information as the Company may require to assist the Company in prosecuting or defending any claims or threat of litigation arising in respect of the Employee's employment under this agreement.

## **20. GRIEVANCE AND DISCIPLINARY PROCEDURES**

20.1. The Company's disciplinary and grievance procedures in force at the relevant time are applicable to this contract of employment. Copies of the Company's disciplinary and grievance procedures are available from the Employee's payments clerk.

20.2. The Company's disciplinary and grievance procedures do not form part of the Employee's contract of employment and the Company may change the terms at any time at its absolute discretion. The Company reserves the right to discipline the Employee in relation to any Client complaint regardless of whether he assignment to which the complaint relates its continuing at the date of such complaint or disciplinary action.

## **21. PENSION**

21.1. The Company's staging date for automatic enrolment was 1<sup>st</sup> August 2014. The Company will comply with the employer pension duties in respect of your pension rights in accordance with Part 1 of the Pensions Act 2008.

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

## **22. CHANGES TO THE EMPLOYEE'S TERMS OF EMPLOYMENT**

22.1. The Company reserves the right to make reasonable changes to any of the employee's terms and conditions of employment and will notify the employee in writing of such changes at the earliest opportunity and, in any event, within one month after such changes have taken effect.

22.2. Such changes will be deemed to be accepted unless the employee notifies the Company of any objection in writing before the expiry of the notice period.

## **23. ENTIRE CONTRACT**

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

23.2. This Contract supersedes all previous agreements (if any) relating to the employment of the Employee.

### **ACCEPTED FOR AND ON BEHALF OF ONE PAYROLL SOLUTIONS LTD:**

SIGNED:

NAME: CHLOE LYONS

POSITION: DIRECTOR

DATE:

**This contract contains legally binding obligations. The Employee is recommended to take appropriate legal or other professional advice prior to signing, and will be assumed to have done so. The Employee confirms that he/she has read and understands the provisions of this Contract set out above.**

### **ACCEPTED FOR AND ON BEHALF OF THE EMPLOYEE:**

- I acknowledge that I have received a duplicate copy of this Agreement, I have read and understood the same and I agree to be bound by all the terms contained in it.
- I hereby notify my agreement to opt out of the provisions of the Working Time Regulations 1998 with specific regard to the 48 hour working week. I understand that I must give 3 months' written notice to remove this opt-out. \*
- I understand that holiday pay will be paid to me on a weekly basis, calculated at 12.07% of my basic pay and that I will not be paid when I take annual leave.\*
- I hereby notify my agreement to opt out of the provisions of the provisions of the Conduct of Employment Agencies and Employment Business Regulations 2003 and confirm that the Company can sign any opt out notice on my behalf. I understand that can opt back into the regulations by providing written notice in advance of commencement of a new assignment. \*

*\* delete if not applicable*

SIGNED:

PRINT NAME:

ADDRESS:

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DATE:

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