

These restrictions apply while you are employed by the Company, and also after your employment has terminated. The restrictions will not apply to any information which becomes available to the public generally, other than as a result of a failure by you to adhere to these restrictions.

The Company may insist that you enter into an agreement relating specifically to aspects of confidentiality or in respect of:

#### Technology & Emails

You are required to comply with the Company's Email, Internet and Computer Usage Policy, a copy of this is available on request.

You also have a duty to comply with the email, internet and computer usage policy in force at the Agency or End User Client and with which the Agency or End User Client requires you to follow whilst working on their premises.

#### Property Ownership

On request and also on the termination of your employment you must immediately return to the Company, the Agency or the End User Client (whichever is appropriate) any property belonging to them which you may have in your possession or be under your control.

#### Criminal Activities & Records

By accepting this contract you confirm that you have not been convicted of a criminal offence (except Convictions which are spent in terms of the Rehabilitation of Offenders Act 1974, as amended) and you confirm that you will provide the Agency or End User Client with your consent to acquire a criminal records check should the Agency or End User Client need that throughout your employment with the Company.

Should you be convicted of a criminal offence after commencing your employment you must immediately supply the Company with full details of the conviction.

#### Present Contract

Any previous contract of employment which was issued to you by the Company will cease to be effective on the date at which you commence work under this contract. This contract will supersede any previous contracts, whether these relate to employment or services.

#### Place of Work (Temporary)

Your place of work will be determined on an assignment-by-assignment basis as agreed by a third party and will not be your permanent place of work. As a flexible employee you are based.

remotely (usually from your home address) for all usual business activities

#### Grievances & Disciplinary Matters

Should you have a grievance concerning your employment, you may raise a complaint in accordance with the terms of the Company's Grievance Procedure. This is available on request.

The disciplinary rules applicable to your employment can be found in the Company's Disciplinary Policy. This is available on request and should be read to ensure your familiarity.

The Company is not contractually bound by the grievance and disciplinary procedures. The Company may amend or omit any or all of their steps, where and when it deems it to be appropriate.

#### Health & Safety

You should comply with the Company's Health and Safety policy at all times whilst working under the Agency's or the End User Client's control. You should also comply fully with the Agency's and/or the End User Client's Health and Safety policies and procedures while working at their site. The Company's Health and Safety Policy is available on request.

#### Changes To Terms Of Employment

The Company reserves the right to alter your terms and conditions of employment. You will be given at least than two week's written notice of all important changes. It will be considered that you have accepted the changes unless you inform the Company in writing of any objection you may have prior to the expiry of the period of notice.

#### Data Protection

By signing this contract, you acknowledge and agree that the Company may hold personal information about you within its personnel and other business records, and that the Company may use this data in the course of its normal business. You also agree that the Company may disclose any information concerning you to third parties if it deems that to do so is necessary for the appropriate conduct of the Company's business or that of any Associated Company.

This applies to any information held, used or disclosed in any format.

#### Right To Work Within The UK

By signing this contract you confirm that you are legally permitted to work in the United Kingdom. Should the Company discover that you do not have the valid permission to

work and live in the United Kingdom, or if permission has been revoked, the Company will be entitled to terminate your employment with immediate effect without giving you any notice (or paying you in lieu of notice). In these circumstances the Company will terminate your employment without giving you any warning in relation to the Company's Disciplinary Procedure.

The Company has a clear obligation under the Asylum and Immigration Act 1996 to authenticate its employees' eligibility to work within the United Kingdom. You must provide the Company with all relevant documentation as and when requested. (Please see the enclosed list contained within this pack indicating all acceptable forms of identification required to verify your right to work in the UK).

Where your profession and/or assignment requires additional checks to be made; for example a Criminal Records Bureau check (CRB), please ensure that you supply evidence of these reports/checks to either the Agency, the End User Client or RACS Collective for retention purposes.

In the avoidance of doubt, any or all parties could refuse your assignment or remove you from your workplace until documentary evidence has been supplied and authenticated.

#### Collective Agreements

No collective agreements exist which would affect your terms of employment.

#### Administration Cost(s)

You agree, as the employee, to pay all administration costs as illustrated on Table A (opposite). Administration costs and overhead costs may be altered from time to time. The Company will give written notice of all changes made. These will be sent to you prior to the implementation of any changes.

#### Governing Law & Jurisdiction

You, as the employee, hereby grant consent (as appropriate) to opt out of the Conduct of Employment Agencies and Employment Business Regulations 2003 so far as it is possible to do so.

This Agreement shall be governed and construed in accordance with the law of England.

#### Holiday Entitlement Period

Your holiday entitlement period will run from 6<sup>th</sup> April in year one until 5<sup>th</sup> April the following year. All holiday entitlement and pay MUST be taken during this annual period or will be forfeited by you as untaken Holiday.

It is for the safety of each employee that holiday is taken and should be considered in conjunction with our Health & Safety Policy. All other Holiday Pay & Entitlement practices remain unaffected.

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.

**TABLE A: Overhead/Administration costs**

Standard Items	Charge
Joining RACS Collective	Nil
Administration Cost	*£5.50 per day
Variable Adjustment Fee	** Variable
Retained 'Holiday Pay' fund charge per period	Nil
Additional 'Holiday Pay' Administration Cost	***£5.50
VAT	17.50%
Termination after 30 days notice – (Leaving RACS Collective)	Nil
Additional Pay Advice slips – (per copy)	£0.50

#### TABLE A NOTES

\* 1 day is equal to 12 hours worked. If you work more than 12 hours in any one day this will be calculated as 2 days for fee purposes. Likewise, if more than 16 hours is worked in any particular day then 3 days worth of fees will be deducted. A maximum charge of £30.00 per week will apply in all instances.

\*\* The extent of the Variable Adjustment Fee is dependent upon any uplift offered and agreed by your Agency / End User Client when using the RACS Collective model. Typically this uplift can range from 0% to Full NIC Threshold Percentage of Gross sales received per period and must be agreed prior to contract commencement.

Holiday Pay fund is retained until requested in writing and periodic amounts are displayed on your Pay Advice. This process is a statutory requirement by RACS Collective and therefore is without charge.

\*\*\* Additional Holiday Pay Administration Cost – is chargeable in the event of processing an additional holiday request per period(s) and will be charged in addition to daily fees for processing expenses where worked and where applicable.

#### NOTICE

Information contained in the Particulars of Employment is correct at the time of signing this agreement. All changes to this document in accordance with government statutory legislation and or fee adjustments are available on request.