

## CONTRACT OF EMPLOYMENT

This is the contract of employment between Workwell Solutions Limited T/A Workwell Contractor Solutions (the 'Employer', the 'Company' or 'we') and you (the 'Employee') meeting the requirements of section 1 of the Employment Rights Act 1996.

This contract of employment (the 'Agreement') is made between the Company and the Employee. It supersedes any earlier written or oral arrangement between the Company and the Employee.

The headings in this contract are for convenience only and shall not affect its interpretation.

Any references in this contract to company policies and/or procedures or similar documents are references to non-contractual documents that do not form part of your contract of employment.

### 1. Commencement of employment

- 1.1. Your employer is Workwell Solutions Limited (Company or we). Your employment with the Company commences on the date of your registration with the Company as noted herein. No employment with a previous employer counts towards your period of continuous employment with the Company. This contract of employment is subject to you obtaining (and providing to us) the appropriate immigration documentation required in order for you to work legally in the UK. The obligations of the employer contained within this contract will not crystallise until we are satisfied that you are legally entitled to work in the UK.
- 1.2. The first three months of your employment shall be a probationary period and your employment may be terminated during this period at any time in accordance with these terms and conditions. We may, at our discretion, extend this period for up to a further three months. During this probationary period your performance and suitability for continued employment will be monitored.
- 1.3. You will be deemed to have accepted in full the terms of this contract on commencement of your first assignment under this contract.

### 2. Job title

- 2.1. You are employed as a general operative. We undertake at all times during the course of your employment to use all reasonable endeavours to allocate you to suitable assignments. Where such suitable assignments are available you are obliged to accept them when required to do so by the Company.
- 2.2. You will be employed by the Company to work on various assignments for the Company's clients (the 'Client') as notified to you from time to time. The Employer will act as an Employment business when offering work on any assignment to the Employee.

## Office Use Only

UMB 001/002 01/25 V01

Employee ID:

Registered in England with Company Number 04620624

UMB002 06/19 V04

2.3. The Employer provides services to clients that work across a wide range of industries including (but not limited to) Accountancy and Finance, Administration and Secretarial, Automotive, Aviation, Banking, Commercial, Construction, Education, Engineering and Technical, Hospitality, Human Resources, Industrial, Insurance, IT and Telecoms, Legal,

Marketing, Medical and Healthcare, Police and Security, Professional, Public Sector, Transport and Logistics and you may be offered assignments in any of the industries in which the Employer operates.

2.4. Whilst the Employer will endeavour to find and offer suitable assignments to the Employee, other than where specifically referenced in these terms the Employer is under no obligation to offer any assignments to the Employee at any particular time.

2.5. You may be required to undertake other duties from time to time as we may reasonably require.

2.6. You warrant that you are entitled to work in the UK without any additional approvals and will notify the Company immediately if you cease to be so entitled at any time during your employment with the Company.

2.7. You shall not work for anyone else while you are employed by the Company without the prior written consent of the Company.

2.8. The Company may from time to time provide you with written information relating to a particular assignment in the form of assignment schedules. Any assignment information provided by the Company is not contractual and for information purposes only. The Company may deviate from the information contained within any assignment schedule and where any assignment schedule conflicts with this contract then the terms of this contract will prevail.

### 3. Place of work

3.1. Your place of work will vary, depending on the location of the assignment you are working on at the time. The Employer will notify you of your place of work, the identity of the Client and the nature of the work to be undertaken from time to time and in writing prior to the commencement of any assignment.

3.2. The Company's address is: International House, Kingsfield Court, Chester Business Park, Chester, CH4 9RF.

3.3. You will not be required to work outside the UK for more than one month during the term of your employment.

### 4. PAY

4.1. You will be paid only for the hours that you work on an assignment (subject only to any statutory obligations the Employer may have). You will always receive the applicable National Minimum Wage for each hour worked (the 'Rate').

- 4.2. At the discretion of the Company, you may be paid a bonus payment in addition to your entitlements under clause 4.1, only where there is a surplus remaining in fees received by the Employer from the Client in relation to the assignment that the Employee undertakes on behalf of the Employer with the Client, once the Employer's costs and profit margin have been accounted for. Such a bonus is non-contractual and discretion will be exercised dependent on the type of assignment you are performing. The making of a bonus payment to you in respect of any one pay period will not confer upon you or imply a right to a bonus payment in respect of any future pay period.
- 4.3. Payment will be made directly into your nominated bank or building society account. The frequency of payment will be dependent on each assignment that you receive. We will notify you of the payment terms from time to time. Any payments made will be subject to statutory deductions for tax and National Insurance or any other deduction authorised under this Agreement.
- 4.4. At the discretion of the Company, you may be paid any allowable expenses on the basis set out in the Company's Expenses Policy. Where applicable, you must submit a completed expenses claim form and any supporting evidence as required to the Workwell Team. All claims must be submitted in accordance with the Expenses Policy.
- 4.5. For the avoidance of doubt, the Company's Expenses Policy is not contractual and the Company at all times retains discretion as to the payment of expenses. Any payment of expenses does not entitle you to future payment.
5. Hours of work and rules
  - 5.1. Your hours and days of work will be variable. You will be informed of the actual hours of work for any assignment verbally from time to time and will be notified to you prior to the commencement of any assignment but with a minimum of at least one hour's work per week during an assignment.
  - 5.2. You agree that Regulation 4(1) Working Time Regulations 1998 under which the average working time of a worker, including overtime, must not exceed 48 hours does not apply to this contract. You may terminate this agreement by giving three months' written notice at any time. Unless it is terminated in this way, this agreement shall remain in force until your employment with the Company ends.
  - 5.3. You are required at all times to comply with our rules, policies and procedures in force from time to time whether they are notified to you by the Employer or the Employer's client relevant to any assignment that you are working on from time to time.
  - 5.4. During any period after the end of the first assignment under this contract in which you are not working but are available to do so, you must contact the Employer on a weekly basis to confirm that you are available for work and to discuss whether work is available for you. If you do not comply with the requirements in this clause you will be deemed as unavailable for work.
  - 5.5. During any period after the end of the first assignment under this contract in which you are not working and refuse any suitable assignment offered by the Employer you will be deemed as unavailable for work.

- 5.6. The Company guarantees at all times during the currency of this Agreement (and subject to the terms of this Agreement) that, as a minimum, you will be offered and remunerated for at least 336 hours of work over the course of any full 12 month period (or the pro rate equivalent if the employment terminates before 12 months) commencing on the Commencement Date and paid at a rate at least equivalent to the National Minimum Wage.
- 5.7. The Employee will comply with all instructions issued by the Employer in relation to any assignment. Failure by the Employee to follow any instructions may result in the Employee being subject to disciplinary action.
- 5.8. The Employee warrants that they will perform the services using reasonable skill, care and attention.
- 5.9. The Employee will not engage in any conduct detrimental to the Employer or the Employer's client.
- 5.10. The Employee will take all reasonable steps to safeguard their own safety and the safety of any person who may be affected by their actions.

The Employee will comply with all reasonable instructions and requests issued by the Employer's client on any assignment that relate to the work undertaken by the Employee.

## 6. Holidays

- 6.1. You are entitled to 28 days holiday each holiday year. Your right to paid annual leave includes the usual public holidays or a day in lieu where we require you to work on a public holiday. The Company's holiday year runs between 1st October and 30 September. 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. Your right to paid annual leave is a statutory right only and you have no corresponding contractual right to paid annual leave.
- 6.2. In accordance with your right to paid annual leave and unless you have elected to receive your holiday pay in advance of taking leave in accordance with clause 6.3, you will accrue holiday pay at a rate of 12.07% of the Rate as set out in clause 4.1 and, if applicable, of any discretionary bonus paid to you in accordance with clause 4.2 of this contract. The accrued holiday pay will be retained by the Company in a holiday fund until such time as you take your holiday entitlement and have requested payment of your accrued holiday pay (subject to you having sufficient funds accrued). The accrual of holiday pay ensures you receive your statutory right to paid annual leave and for the avoidance of doubt you have no corresponding contractual right to accrued holiday pay.

- 6.3. In the event you have elected to receive your entitlement to holiday pay in advance of taking leave by ticking the relevant box in the Declarations section of the Registration Form or by notifying the Company in writing, the Company will pay 12.07% in addition to the Rate (as set out at clause 4.1 of this contract) and, where applicable any discretionary bonus (as set out at clause 4.2 of this contract) to represent your entitlement to paid annual leave. This is paid to you with your pay each time you are paid. This means that you will receive payment in advance for the time you eventually take off as holiday and you will not receive payment when you are on holiday. For the avoidance of doubt, in the event you have elected to receive your entitlement to holiday pay in advance of taking leave in accordance with this clause 6.3, there shall be no separate accrual made by the Company in accordance with clause 6.2.
- 6.4. You shall give at least 2 weeks' notice of any proposed holiday dates and these must be agreed by the Company and/or the client you are working for. We may require you to take holiday on specific days as notified to you.
- 6.5. You cannot carry untaken holiday entitlement forward from one holiday year to the following holiday year, save for any circumstances where you have been prevented from taking holiday due to a period of sickness absence, maternity leave, or other family related leave, in which case, you will be entitled to carry over up to 28 days of your untaken leave into the following leave year. Any such carried over holiday which is not taken within eighteen (18) months of the end of the relevant holiday year will be lost.
- 6.6. We shall not pay you in lieu of untaken holiday, save where there is untaken holiday accrued on termination of your employment.
- 6.7. The Company will at all times comply with its statutory obligations to accrue and/or pay your statutory entitlement to holiday pay during any period of sickness, maternity, paternity, or other family related leave. For the avoidance of doubt, any such accrual or payment is a statutory right only and you have no corresponding contractual right to paid annual leave.
7. Incapacity
- 7.1. If you are absent from work due to incapacity, you must notify the Company and/or the client you are working for of the reason for your absence as soon as possible but in any event before you are due to start work on the first day of absence.
- 7.2. In all cases of absence a self-certification form, which is available from the Company, must be completed on your return to work and supplied to the Company. For any period of incapacity which lasts for seven consecutive days or more, a doctor's certificate stating the reason for absence must be obtained at your own cost and supplied to the Company. Further certificates must be obtained if the absence continues for longer than the period of the original certificate.
- 7.3. You agree to consent to a medical examination (at our expense) by a doctor nominated by the Company should the Company so require. You agree that any report produced in connection with any such examination may be disclosed to the Company and the Company may discuss the contents of the report with the relevant doctor.

7.4. If you are absent from work due to incapacity we shall pay you Statutory Sick Pay (SSP) provided that you satisfy the relevant requirements. Your qualifying days for SSP purposes are Monday to Friday.

7.5. If a period of absence is or appears to have been caused by negligence or other action by a third party in respect of which you may be able to recover compensation, you must immediately notify the Company and provide such further information and cooperation in relation to any legal proceedings as we may reasonably require.

8. Termination and notice period

8.1. You must give the Company at least one week's written notice in order to terminate your employment with the Company. Notice to terminate your employment under this clause may only be provided where you are not currently working on an assignment. Where you are currently working on an assignment and wish to provide notice to terminate your employment, we reserve the right to require a longer period of notice so that we may comply with any obligations placed on us by our Client.

8.2. The prior written notice the Company is required to give in order to terminate your employment is:

8.2.1. within the first month of continuous employment: immediate notice;

8.2.2. after the first month but before the end of the first two completed years of continuous employment: one week;

8.2.3. after more than two years continuous service, one week's notice for each completed year of continuous employment, up to a maximum of twelve weeks' notice.

8.3. We shall be entitled to dismiss you at any time without notice or payment in lieu of notice if you commit a serious breach of your obligations as an employee, or if you cease to be entitled to work in the United Kingdom.

9. Disciplinary and grievance procedures

9.1. Your attention is drawn to the disciplinary and grievance procedures applicable to your employment, which are enclosed. These procedures do not form part of your contract of employment.

9.2. If you wish to appeal against a disciplinary decision you may apply in writing to our Compliance Director in accordance with our disciplinary procedure.

9.3. We reserve the right to suspend you with pay for a period of no longer than four weeks for the purposes of investigating any allegation of misconduct or neglect against you.

9.4. If you wish to raise a grievance you may apply in writing to our Compliance Team in accordance with our grievance procedure.



## 10. Pensions

- 10.1. The company will at all times comply with our statutory obligations with regard to pension provision and you will be notified in writing should you become entitled to join a Company or any other scheme. For the avoidance of doubt this clause does not create any contractual right to a pension.
- 10.2. You may participate in the Company's salary sacrifice pension scheme (or such other registered pension scheme as may replace that scheme) subject to the rules of the scheme and the tax reliefs and exemptions available from HM Revenue & Customs, in both cases as amended from time to time. Participating in the Company's salary sacrifice scheme is completely voluntary.
- 10.3. In the event you are eligible to participate in the salary sacrifice scheme but do not wish to, you must contact the Company in writing before the next payment of your salary (as set out in clause 4) is due to be paid. If you do nothing, you will have opted into the Company's salary sacrifice scheme from the commencement of your enrolment into the Company's pension scheme.
- 10.4. If you have opted into the salary sacrifice scheme, you agree to irrevocably renounce your entitlement to 6% of the Qualifying Earnings (as defined in the Pensions Act 2008) from the discretionary bonus due to you under clause 4.2 from the commencement of your enrolment in the Company's salary sacrifice pension scheme, on the basis that the Company will contribute an amount equal to 9% of your Qualifying Earnings (as defined in the Pensions Act 2008) to the Company's pension scheme.
- 10.5. If the operation of the salary sacrifice scheme will take your pay below the appropriate National Minimum Wage or National Living Wage then you will not be included in the salary sacrifice scheme and the Company will comply with its Pension Act 2008 obligations for auto enrolment purposes but will not operate a salary sacrifice arrangement.

## 11. Collective agreement

- 11.1. There is no collective agreement which directly affects your employment.

## 12. Opt Out

- 12.1. From time to time the Company's clients may fall within the definition of an Employment Agency or an Employment Business as defined in the Employment Agencies Act 1973 and the Conduct of Employment Agencies and Employment Business Regulations 2003 ("Regulations"). The Regulations contain a provision allowing limited company contractors and the individuals supplied by them to opt-out of the Regulations. You hereby confirm by signing these Terms and Conditions of Employment that you wish to opt-out and hereby give the Company authority to sign any opt-out clauses on your behalf. You agree that an opt-out notice may be given by the Company, including on your behalf, 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 assignment. In the event that you do not wish to opt-out, please notify us immediately and before you sign these Terms and Conditions of Employment. In the event that you have already opted-out and wish to opt-in, please notify us in writing to the company's registered office, or via email to [HR@workwellcontractorsolutions.com](mailto:HR@workwellcontractorsolutions.com)

12.2. Regulation 32(12) provides that the opt-out cannot be applied where a person is or would be involved in working with or attending any vulnerable person. The Regulations define a vulnerable person as any person under the age of eighteen, or who, by reason of age, infirmity, illness, disability or any other circumstances, is in need of care or attention. You hereby confirm that should you be on an assignment where you are involved in working with or attending any vulnerable person you will inform the Company immediately and you accept that there cannot be any opt-out of the Regulations in these circumstances.

## 13. Changes to your terms of employment

13.1. We reserve the right to make reasonable changes to any of your terms of employment. You will be notified in writing of any change as soon as possible and in any event within one month of the change.

## 14. Confidential information

14.1. You shall not use or disclose to any person either during or at any time after your employment with the Company any confidential information about the business or affairs of the Company or any of its business contacts, or about any other matters which may come to your knowledge in the course of your employment. For the purposes of this clause 14, **confidential information** means any information or matter which is not in the public domain (except as a result of your breach of this agreement) and which relates to the affairs of the Company or any of its business contacts.

14.2. The restriction in clause 14 does not apply to:

14.2.1. prevent you from making a protected disclosure within the meaning of section 43A of the Employment Rights Act 1996; or

14.2.2. use or disclosure that has been authorised by the Company, is required by law or by your employment.

## 15. Company property

15.1. All documents, manuals, hardware and software provided for your use by the Company and / or our Client, and any data or documents (including copies) produced, maintained or stored on the Company's, or our Client's, computer systems or other electronic equipment (including mobile phones), remain the property of the Company, or our Client.

15.2. Any Company property, which includes that of our Client's, in your possession and any original or copy documents obtained by you in the course of your employment shall be returned to the Company at any time on request and in any event prior to the termination of your employment with the Company.

## 16. Miscellaneous

16.1. The Company will at all times comply with our statutory obligations with regard to any entitlement you may have to maternity, paternity, adoption, shared parental and parental bereavement leave.



- 16.2. There is no requirement to undertake any further training on commencement of your employment with the Company.
- 16.3. There are no additional benefits outside of those referenced in this Agreement.
- 16.4. This contract is governed by and construed in accordance with English law and any dispute regarding this contract or your employment will be heard in the English courts.
- 16.5. References in this Agreement to 'us' or 'we' refer to the Company as defined in this Agreement. References to 'you' or 'your' refer to the Employee, as, defined.
- 16.6. References to the singular include the plural.
- 16.7. References to the masculine include the feminine.
- 16.8. Should the Company fail to enforce or apply any of the rights that it has under this Contract of Employment, it shall not be construed that the Company approves or agrees to any breach of contract or that it loses its rights to enforce the terms of this Contract of Employment in full at any time, now or in the future.
- 16.9. If any provision of this Agreement (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or unlawful, the other provisions shall remain in force.
- 16.10. If any invalid, unenforceable or unlawful provision would be valid, enforceable or lawful if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intent of the parties.

17. Deductions

- 17.1. If, during or on the termination of your employment, you owe the Company money as a result of any loan, overpayment, default on your part or any other reason whatsoever, the Company shall be entitled as a result of your agreement to the terms of this contract of employment to deduct the amount of your indebtedness to it from any payment which it may be due to make to you, including but not limited to your final salary payment.

18. Third party rights

19. No person other than you and the Company may enforce any terms of this Agreement.