



# Employment Terms of Business

By signing this contract, you are agreeing to the terms of business set out below between you,

.....(Title).....(First Name).....(Surname)

Identification Number ..... Signed..... Date .....

Signed (On behalf of the Premiere Personnel) ' \_\_\_\_\_

In terms of the Employment Rights Act 1996 (the "Act") this Agreement gives details of your terms and conditions of employment with the Company together with other workplace information, as at the date of this Agreement. The information guide "Staff Handbook" should be read and fully understood in conjunction with this contract of employment although the handbook does not form part of this contract. Please refer to your personal portal area on our website

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## Job Title & Duties

- 1.1 You are employed with effect from the date of signing this contract in the role as indicated under "Job Title" on the initial Application Form to work on such projects and for such periods as we may from time to time require. 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 8) whether you are currently engaged on a project or between assignments.
- 1.2 You will perform all duties required of you by the Company at any location where we may require you to work from time to time. 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.
- 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 You will devote the whole of your working time, attention and abilities to the duties required of you and will not at any time (including any period when you are not on assignment) without the prior written consent of the Company accept any work for or be directly or indirectly engaged in or concerned with any other business.
- 1.6 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/customers may require you to observe whilst working on their premises including any health and safety and drugs and alcohol policies.
- 1.7 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.

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## Commencement of Employment

- 2.1 Your continuous employment with the Company commenced on commencement of your 1<sup>st</sup> assignment. For the avoidance of doubt, no employment with a previous employer counts as part of your period of continuous employment with the Company.
- 2.2 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 bonus arrangement 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.

- 2.3 Details of 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.
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## Remuneration

- 3.1 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 and remunerated for 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 (your "**Basic Salary**"), subject to the deduction of tax and National Insurance.
- 3.2 For the avoidance of doubt there is no entitlement to any particular number of hours of work in any particular period shorter than 12 months. The provisions of the Apportionment Act 1870 shall not apply to this Agreement. 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 3.1 the Company has no obligation to pay you when you are not carrying out work, excepting the operation of Clause 7.4
- 3.3 You are obliged to work when required by the Company. If you do not work when required to do so, the Company is entitled to terminate your employment in accordance with Clause 8.
- 3.4 Your rates of pay will at all times be no less than the National Minimum Wage currently in force in the UK per hour worked. Enhanced rates may be applicable depending on the work you are required to perform. Where enhanced rates or overtime rates are applicable you will be notified of this prior to the commencement of the work. Payment will be made weekly in arrears directly into your nominated bank account on Friday of each week in respect of the hours worked during the preceding week, subject to deduction of tax, National Insurance.
- 3.5 In addition you may be entitled to additional profit related pay in relation to work undertaken on each assignment. If this is applicable, you will be notified of this prior to the commencement of the work. The total gross pay (less any allowable expenses) is subject to PAYE and National Insurance Contributions.
- 3.6 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.
- 3.7 The Company shall pay the employee for all hours worked regardless of whether the Company has received payment from the Client.
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## Hours of Work

- 5.1 You have confirmed that you will be available to work up to a maximum ( ) hours per week on assignment and not less than one hour per week. However, 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.
- 5.2 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. You may withdraw your agreement on giving to the Company three months' prior written notice.
- 5.3 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 make yourself available to work for the Company at all times during periods when there is no assignment work available to you.
- 5.4 In order to satisfy Clause 5.3, you will notify the Company via e-mail, SMS or telephone by 10am each day to confirm your availability for work and subsequently seek a new assignment or otherwise, for a minimum of one hour each day, Monday to Sunday.
- 5.5 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. By signing these Terms of Employment, you confirm your agreement to this appointment. 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, the Company will be entitled to treat you as not being available for work.
- 5.6 For the avoidance of doubt, failure to confirm 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 a termination of your employment.
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## Place of Work

- 6.1 You do not have a normal place of work. You will be required to work at any of the Company's premises or at the premises of its customers, clients, suppliers or associates, including worldwide, as the Company may determine from time to time.
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## Agency Worker Regulations

- 7.1 The AWR comes 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.
- 7.2 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.
- 7.3 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'
- 7.4 You are entitled to exercise a right to opt-out of Agency Worker Regulation 5 rights, in so far as they relate to pay, in favour of receiving pay between assignments.
- 7.5 In signing these Terms and Conditions you agree to the Company varying this contract at its jurisdiction to invoke your opting out of the Regulation 5 right to pay in favour of receiving pay between assignments
- 7.6 The Company will notify you of the variation of these terms as detailed in Clause 7.5 by issuing a Notice of Variation.
- 7.7 Subject to the variation of these terms and conditions as detailed at Clause 7.5, you will be entitled to receive a minimum amount of pay in respect of any calendar week when there is no assignment available to you and you are able to demonstrate that you remain available to work for the Company.
- 7.8 The minimum amount of pay will be calculated by reference to the 12 weeks immediately preceding the end of the previous assignment where the assignment lasted for longer than 12 weeks or during the assignment, where the assignment lasted for 12 or fewer weeks.
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## Termination

- 8.1 The length of prior written notice that you must give the Company in order to terminate your employment is one week.
- 8.2 The length of prior written notice that the Company must give you in order to terminate your employment is:
- A. one week's notice if you have been continuously employed for more than one month; and then
  - B. one week's notice for each year of continuous employment with the Company up to a maximum of 12 weeks' notice.
- 8.3 The Company is entitled to dismiss you without notice in the event of 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:
- A. Theft or attempted theft from the Company, its clients or their 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;
  - B. Fraud;
  - C. Rude, offensive and threatening behaviour to the Company, its clients or their employees;
  - D. Malicious damage to property, including the introduction of viruses and other damage to computer systems;
  - E. Breaches of the Company or client internet use policy, including downloading pornographic or other prohibited or illegal material;
  - F. Breach of confidentiality;
  - G. Negligence resulting in serious loss, damage or injury to the Company, its clients or their employees;
  - H. Serious breaches of Health and Safety regulations;

- I. Attempting to perform any duties while under the influence of alcohol and/or drugs;
- J. Failure to notify us by the required deadline of any period in which you anticipate not being on assignment;
- K. Failure to comply with the requirements to notify the Company of your availability for work during periods when you are not on assignment;
- L. Conviction for any serious criminal offence; and
- M. Failure to submit timesheets in respect of work done by you.

- 8.4 In addition, the Company will be entitled to terminate your employment without notice in the event that you do not work (without good cause, which will be determined at the discretion of the Company) when the Company requires you to do so.
- 8.5 The Company reserves the right at any time in its absolute discretion to make a payment of Basic Salary in lieu of all or any part of your entitlement to notice, less such deductions for tax and National Insurance.
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## Normal Retirement Age

- 9.1 The Company's normal retirement age, when your employment will normally terminate, is 65 for both men and women.
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## Holiday & Holiday Pay

- 10.1 The maximum entitlement to annual leave is 28 days (including bank holidays) in a full working year (260 working days). If you work less than 260 days in a full working year your entitlement to annual leave will be pro-rated accordingly.
- 10.2 The Company's holiday year is 6<sup>th</sup> April to 5<sup>th</sup> April.
- 10.3 Holidays must be taken at times agreed by the Company or the Company's client where appropriate and sufficient notice of request to take holiday must be given to the Company or client. 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. Any unclaimed holiday will be refunded to the companies client.
- 10.4 12.07% of your Basic Salary and any enhanced rates, overtime or profit-related pay represents holiday pay. As a result, 12.07% of your pay will be retained by the Company in a holiday fund. You will be paid for each day of holiday authorised by the Company and the Client at an hourly rate calculated on the basis of your average income over the 12 working weeks preceding the holiday.
- 10.5 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 to the Company holiday in respect of these holidays.
- 10.6 The Company reserves the right to require you to take any unused holiday during your notice period, or during periods when the Company is unable to provide you with an assignment.
- 10.7 Clause 5 as it relates to notifying the Company that you are available for work will not apply to when you are on holiday provided that you have complied with Clause 10.3.
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## Sickness & Absence

- 11.1 If you are absent from work for any reason and your absence has not previously been authorised by the Company you must inform the Company and client you are working for (**before you are due to start work**) on your first day of absence.
- 11.2 In respect of absence due to sickness, injury or accident that continues for more than seven consecutive days (including weekends) you must provide the Company with a medical certificate stating the reason for the absence. Thereafter medical certificates must be provided to the Company to cover the remainder of the period of continuing absence. Failure to follow these requirements may result in disciplinary action and loss of Statutory Sick Pay.
- 11.3 If you are absent from work due to sickness, injury or accident and comply with the requirements in this Clause you will be paid Statutory Sick Pay in accordance with the provisions of the applicable legislation. For the purposes of Statutory Sick Pay, the "qualifying days" are Monday to Friday inclusive.
- 11.4 If you become unavailable for work, you must notify the Company immediately stating the reasons for your unavailability. If you do not notify the company your contract could be terminated as set out in clause 8.3 (k).
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## Confidential Information

- 12.1 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).
- 12.2 During your employment by the Company, you may learn trade secrets or Confidential Information which relates to the Company and its clients. Unless you are required to do so in the proper performance of your duties, you must not:
- A. divulge or communicate to any person;
  - B. use for your own purposes or for any purposes other than those of the Company or, as appropriate, any of its clients; or
  - C. cause any unauthorised disclosure, through any failure to exercise due care and attention, of; any trade secrets or Confidential Information relating to the Company or any of its clients. You must at all times use your best endeavours to prevent publication or disclosure of any trade secrets or Confidential Information.
- 12.3 These restrictions apply both while you are employed by the Company, and after your employment with the Company terminates. The restrictions will cease to apply to any information which becomes generally available to the public, otherwise than through a failure by you to observe these restrictions.

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## Pension

- 13.1 The Company operates a stakeholder pension scheme which you may be entitled to join. The Company will not make any contributions to the pension plan on your behalf.
- 13.2 A contracting-out certificate under the Pension Schemes Act 1993 is not in force in respect of your employment.

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## Company & Client Property

- 14.1 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:
- A. be and remain the property of the Company or the relevant client; and

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## Grievance, Disciplinary & Dismissal Matters

- 15.1 The disciplinary and dismissal procedure which applies to you are set out in the Company's Disciplinary and Grievance (D&G) Procedure, details of which are available on request. The D&G Procedure is not contractual 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 the assignment to which the complaint relates is continuing at the date of such complaint or disciplinary action.
- 15.2 If you are dissatisfied with any disciplinary or dismissal decision taken in relation to you, you should refer to the Disciplinary and Dismissal Procedure.

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## Previous Contracts

- 16.1 The contractual terms in this Agreement shall be in substitution for all or any existing contracts of employment entered into between you and the Company which cease to have effect on the date upon which you commence work under this Agreement.

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## Governing Law & Jurisdiction

This Agreement shall be governed and construed in accordance with the law of England and Wales. Each party hereby submits to the exclusive jurisdiction of the English courts as regards any claim, dispute or matter arising out of or in connection with this Agreement and its implementation and effect.