



## STATEMENT OF TERMS AND CONDITIONS OF EMPLOYMENT – AS1 16/5/19

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This document contains the main terms and conditions of employment which govern your service with the Company. Your service with the Company is also subject to the terms contained in the letter offering you engagement as supplied by the agency (“the Assignment Schedule”). If there should be any ambiguity or discrepancy between the terms in the Assignment Schedule and the terms set out in this document, the terms in the Assignment Schedule will prevail, except where expressly stated to the contrary.

<<Employee Name>> (hereafter referred to as “You”)

<<Employee Address>>

This Statement sets out the terms and conditions of employment under which A Star Recruitment Ltd, 219 Ormskirk Road, Wigan, WN5 9DN (Head Office) (hereafter referred to as "the Company") is employing you.

### **1 Commencement of Employment**

- 1.1 Your employment commenced on the date of your first assignment.
- 1.2 Your employment with any previous employer does not count as part of your period of continuous employment with the Company.

### **2 Job Title**

Your job title will be confirmed on each Assignment Schedule as supplied by the agency. Your normal duties will entail you being assigned to various clients of the Company who have requested the Company provide them temporary assistance. There are no specific qualifications or experience required for this work. This does not limit the scope of your employment with the Company which might reasonably require you to perform other duties depending upon the requirements of the assignment.

### **3 Location**

- 3.1 You will not be regarded as having a normal place of work and you will be required to work for clients of the Company at various locations. The exact address of each assignment will be confirmed to you in the relevant Assignment Schedule. The Company may change your place of work by giving you such notice as is reasonably practicable in the circumstances.

### **4 Hours of Work**

- 4.1 You have confirmed that you will be available to work up to a maximum 48 hours per week on assignment and not less than one hour per week. Your 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. The Company will endeavour to give you advance notice of the hours (and days and times) that you will be offered to work in a particular week as detailed in the Assignment Schedule and you should confirm your availability to work to the Company by 10am each day. The Company reserves the right to alter working hours as necessary. Due to the nature of your role there are no set or standard daily or weekly hours of work for you.



- 4.2 Assigned hours of work will vary according to the requirements of the Company's clients and may involve shorter or longer hours of work, or working on different days of the week or at different times of the day in accordance with operational requirements which will be confirmed to you in the relevant Assignment Schedule. The Company reserves the right to alter working hours as necessary. Due to the nature of our business, you may be required to work occasional evenings, weekends and/or public holidays. It is a condition of your employment that you agree to work different hours if requested to do so by the Company.
- 4.3 For the purposes of the Working Time Directive, where your working day includes multiple assignments, your working hours include travel to your first and from your last assignment. However, this does not include an entitlement to pay for that travel time.
- 4.4 By signing this contract, 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.
- 4.5 There may be periods when there is no work available to you. For the avoidance of doubt, this does not mean that you have been dismissed and we will continue to source a suitable assignment for you. 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.
- 4.6 In order to satisfy Clause 4.5, you will notify the Company via e-mail, SMS or telephone by 10am each day to confirm your availability for work.

## **5 Probationary Period**

- 5.1 The first three months of your employment will be a probationary period.
- 5.2 During this period, your work performance, conduct and general suitability will be monitored and assessed and, if it is satisfactory, your employment will continue. However, if your work performance and/or conduct is not up to the required standard, or you are considered to be generally unsuitable, we may either take remedial action or terminate your employment without recourse to the capability procedure, or if a conduct matter, the disciplinary procedure.
- 5.3 At the end of your probationary period you will again be assessed and, if satisfactory, you will be confirmed as a member of our regular staff. If you have not reached the required standard we may either extend the probationary period by up to a further three months, in order that remedial action can be taken, or terminate your employment without recourse to the capability or disciplinary procedure. In the event of you failing to improve during the extended probationary period, your employment will be terminated without recourse to the capability or disciplinary procedure.
- 5.4 Please note that, should disciplinary action short of dismissal be necessary during your probationary period, a shortened disciplinary procedure will be invoked.

## **6 Remuneration**

- 6.1 Your rates of pay will at all times be no less than the appropriate National Minimum Wage (NMW) or National Living Wage (NLW) currently in force in the UK per hour worked. Enhanced rates may be applicable depending on the work you are required to perform. The exact amount of your pay for any particular assignment will be set out in the Assignment Schedule including any details of enhanced rates or overtime rates which may be applicable to you.
- 6.2 Payment will be made weekly in arrears directly into your nominated bank account in respect of the hours worked during the preceding week, subject to deductions which the Company may be required by law to make and in particular in respect of tax, National Insurance and any pension provisions.



- 6.3 You agree and acknowledge that the Company may from time to time or on termination of your employment deduct any sums owed to it by you from any sums owed to you by the Company and by signing the copy of this Statement you authorise any such deductions to be made without the need for further consent at the relevant time. You also agree that, in the event of your failure to give notice of termination of your employment, the Company may retain any sums owed by it to you without prejudice to its right to claim damages for any additional loss it may suffer as a result of your failure to give due notice of termination.
- 6.4 The Company undertakes to pay you in respect of work done, whether or not the client has paid the Company in respect of such work.

## **7 Deductions from Wages**

- 7.1 If, either 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 to deduct the amount of your indebtedness to it from any payment or final payment of wages which it may be due to make to you. Such deductions may include, but are not limited to:
- 7.1.1 An overpayment of, or advancement on, wages, bonus, commission or expenses, whether made by mistake or otherwise.
  - 7.1.2 Annual leave taken as at the date of the termination of your employment which is in excess of your accrued entitlement.
  - 7.1.3 Any losses, insurance excess payments or insurance premium increases sustained by the Company as a result of the loss of, damage to or unauthorised use of any Company property (including Company cars), or that of any client, customer or supplier, which is caused through your carelessness, negligence, wilful default or dishonesty.
  - 7.1.4 Any loans, including season ticket loans.
  - 7.1.5 Any fines, charges, penalties or other monies paid or payable by the Company to any third party for any act, omission or offence on your part for which the Company may be held vicariously liable (for example, speeding fines, parking tickets and congestion charges).
  - 7.1.6 The market value of any unreturned Company property on the termination of your employment.
  - 7.1.7 Where you leave the Company the balance of any training assistance given.
  - 7.1.8 The repayment of any contractual or discretionary sick pay where the sickness absence reporting requirements have not been followed or your absence is unauthorised.
  - 7.1.9 Payment of wages representing the time period for lateness.
- 7.2 Any amount deducted under this clause is a genuine attempt by the Company to assess its loss and is not intended to act as a penalty.
- 7.3 If the Company accidentally overpays you in respect of wages, bonus, commission or expenses in a particular pay period, you must act in good faith and immediately notify your line manager. Failure to notify the Company in these circumstances may lead to disciplinary action under the Company's disciplinary procedure.
- 7.4 If, on the termination of your employment, your final payment of wages is not sufficient to meet your debt due to the Company, you agree that you will repay the outstanding balance to the Company within one calendar month of the date of termination of your employment, such payment to be made as agreed with the Company.

## **8 Training, Equipment & Costs:**



- 8.1 Training that is mandatory by law must be completed as a condition of this contract. Failure to comply with Management instructions to attend training may result in disciplinary action being taken, including dismissal.
- 8.2 The company reserves the right to request you sign a Training Agreement to repay a proportion of any External Training costs should you terminate your employment within an agreed and reasonable period of time.
- 8.3 Some Equipment may be supplied for you to use whilst working for the company, this would be replaced at your expense if lost or damaged by improper use or neglect.

## **9 Customer Property**

When working at client's premises, damage to client's property should always be avoided. However, it is imperative that a senior member of staff is informed immediately should accidental damage occur, who will then decide on the most appropriate action. Failure to immediately report an incident or accident could result in the employee being held responsible for the cost of rectification or replacement.

## **10 Holiday Entitlement**

- 10.1 The Company's holiday year is from 1<sup>st</sup> April until 31<sup>st</sup> March. You will be entitled to 5.6 weeks' (28 days') holiday in each holiday year throughout which you are employed by the Company which includes statutory and other public holidays. This does not include special bank holidays, which may be given at the Company's discretion holiday in each complete calendar year. Your holiday accrual will be calculated based on 12.07% of your actual hours worked.
- 10.2 The Company, through the agency, will operate a system that you must follow for obtaining prior approval for holiday plans. Details of that system and of any changes to it from time to time will be made known to you. The agency will try to co-operate with your holiday plans wherever possible subject to the requirements of the demands of the clients. However, you must not book holidays until your request has been formally authorised in writing by the agency.
- 10.3 You must use all of your holiday entitlement by the last day of each holiday year and, unless there are exceptional circumstances, you may not carry your holiday entitlement forward into the next holiday year. Holiday entitlement not used by the correct date will usually be lost and under no circumstances will payment be made for holiday entitlement that is lost through not being exercised by the correct date.
- 10.4 No more than two weeks' holiday may be taken at any one time without the prior written agreement of the agency. The minimum amount of holiday that may be taken is 0.5 days. 4 weeks' notice must be given by you of the proposed date of commencement of any holiday.
- 10.5 In your first and last year of employment, your holiday entitlement will be that proportion of your annual holiday entitlement equivalent to the proportion of the holiday year in question during which you have been employed (to the nearest half-day and assuming that holiday entitlement accrues at an even rate from day to day).
- 10.6 On termination of your employment, holiday pay will be given for earned and unused days of holiday entitlement in that holiday year only. Unless required by law, on termination, you have no right to be paid for holiday accrued but not taken in previous holiday years. If, on termination, you have taken more holiday than you have earned in that year, the Company shall be entitled as a result of your agreement to the terms of this contract to deduct the value of the unearned holiday from any final payment of salary made to you. In addition, during your notice period (whether notice of termination of employment is given by the Company or by you), the Company may require you to take any outstanding accrued days of holiday entitlement that you may have and the Company will not be obliged to give you any minimum notice to take such holiday during your notice period.



- 10.7 Should you be incapacitated for work during any period of pre-booked holiday (whether in whole or in part) the Company may in its absolute discretion reimburse the period of holiday entitlement lost due to incapacity and instead pay you Statutory Sick Pay ('SSP') for your period of sickness absence, provided you meet the qualifying conditions for SSP, you fully comply with your contractual obligations relating to reporting sickness absence and your absence is properly certified.

## **11 Compassionate Leave and Time off for Family Emergencies:**

The Company will consider all requests for compassionate leave and time off to deal with family emergencies. If you need to take compassionate leave or time off to deal with a family emergency, you should raise the matter with your line manager and that person will consider your request. There is no contractual entitlement to remuneration for absences relating to compassionate leave or time off to deal with family emergencies. Any payment will be made at the absolute discretion of the Company.

## **12 Absence Reporting Procedures and Sick Pay**

- 12.1 If you are unable to attend work for any reason you must ensure that you personally telephone the Company, the Agency & the Client (email and text messages are not acceptable) as soon as possible, preferably the evening before and in any event at least one hour before your start time. You should indicate your reasons for being absent at that time and the day on which you expect to return to work. You must inform the Company as soon as possible of any change in the date of your anticipated return to work.
- 12.2 You must keep the Company informed as to the continuation and likely duration of your sickness absence and telephone the Company each day unless covered by a doctor's note (Statement of Fitness for Work form).
- 12.3 You must provide a doctor's note (Statement of Fitness for Work form) when requested and in particular for all absences lasting for more than seven calendar days. In order that all periods of absence are documented, irrespective of the length of the absence you will also be required to complete the Company's Self Certification absence statement on your return from sick leave.
- 12.4 Provided you satisfy the conditions concerning eligibility to Statutory Sick Pay (SSP) and have complied with the procedure referred to above, you will be entitled to SSP for absences due to either sickness or injury of four or more day's duration for a period of up to 28 weeks. For the purposes of SSP, the agreed 'qualifying days' are those normal working days referred to in the Assignment Schedule as issued by the Hirer.
- 12.5 The Company may require you to undergo a medical examination by a medical practitioner nominated by it at any stage of your employment and you also agree to authorise the medical practitioner responsible for the medical examination to prepare a medical report detailing the results of the examination. The cost of any such examination will be met by the Company and you will co-operate in the disclosure of all results and reports to the Company. The Company will only request such an examination where reasonable to do so.
- 12.6 There may also be occasions where the Company considers it necessary to request a medical report on your health from your GP or consultant. Where a medical report is necessary, you will be informed of your rights under the Access to Medical Reports Act 1988 and you will be asked to give your written consent for the Company to contact your GP or consultant to obtain a medical report.
- 12.7 No payment is made for unauthorised absence from work.

## **13 Agency Worker Regulations (AWR)**



- 13.1 The AWR entitles you to the same basic employment and working conditions as if you had been employed directly, if and when you complete a qualifying period of 12 weeks in the same job.
- 13.2 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.
- 13.3 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 employed 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’.
- 13.4 By signing these Terms and Conditions you agree to the Company varying this contract to invoke your opting out of the entitlement to the rights conferred by Regulation 5, insofar as they relate to pay in favour of receiving pay between assignments (PBA). For the avoidance of doubt, this agreement does not affect any other rights and entitlements under the Agency Workers Regulations.
- 13.5 Subject to the variation of these terms and conditions as detailed at Clause 13.4, 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.
- 13.6 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.
- 13.7 The minimum amount of pay will be at least 50% of assignment pay based at the highest pay rate and the average hours worked in the course of the previous 12 weeks, the pay rate will not fall below the National Minimum Wage (NMW).
- 13.9 For the purposes of calculating the minimum amount as set out in clause 13.7, only payments in respect of basic pay whether by way of annual salary, payments for actual time worked or by reference to output or otherwise shall be taken into account.

### **13 Assignment**

- 14.1 While you are on Assignment with any of the Company’s clients you shall:
  - 14.1.4 co-operate with the client’s staff and accept the direction, supervision and instruction of any responsible person in the client’s organisation;
  - 14.1.2 follow any of the client’s rules and regulations, including without limitation those regarding health and safety, to which your attention has been drawn;
  - 14.1.3 not engage in any conduct detrimental to the interests of the Company and/or the client which includes any conduct which could bring the Company and/or the client into disrepute and/or which results in the loss of custom or business by either the Company or the client;
  - 14.1.14 not commit any act or omission constituting unlawful discrimination against or harassment of any member of the Company's or the client's staff;
  - 14.1.5 not at any time divulge to any person, nor use for your own or any other person’s benefit, any Confidential Information relating to the Client’s or the Company's employees, business affairs, transactions or finances; or



- 14.1.6 on completion of the Assignment or at any time when requested by the client or the Company, return to the client or where appropriate, to the Company, any client property or items provided to you in connection with or for the purpose of the Assignment, including, but not limited to any equipment, materials, documents, swipe cards or ID cards, uniforms, personal protective equipment or clothing.

## **15 Maternity, Paternity, Family and Parental Leave**

Details of the provisions available for maternity/paternity leave and/or pay and details of the provisions for family and parental leave are available on request.

## **16 Disability**

Should you have or develop a condition that could be described as a disability you have a duty to inform us so that we may undertake any reasonable adjustment necessary. Such information will be treated in strictest confidence and you will not be subjected to any form of discrimination because of your disclosure.

## **17 Pension**

The Company complies with the requirements for auto-enrolment.

## **18 Retirement Age**

The Company does not operate a normal retirement age and therefore you will not be compulsorily retired on reaching a particular age. However, you can choose to voluntarily retire at any time, provided you give the Company the required period of notice of termination of your employment.

## **19 Resolving Problems**

19.1 The Company's disciplinary and grievance rules and procedures that apply to your employment are provided separately. These do not form part of your terms and conditions of employment. The Company may suspend an employee without pay whilst investigating an incident. Suspension is not a disciplinary penalty and carries no implication of guilt. Where after a disciplinary hearing, the employee has been found guilty of Gross Misconduct the employee may be summarily dismissed or in extenuating circumstances we may apply another sanction such as disciplinary transfer, disciplinary suspension without pay or demotion.

19.2 Stage One (First Formal Warning) of the Company's disciplinary procedure will not apply whilst you are within your probationary period. A shortened procedure will therefore be in effect during the first six months of your employment.

19.3 The Company retains discretion in respect of the disciplinary procedure to take account of your length of service and to vary the procedure accordingly. If you have a short amount of service, you may not be in receipt of any warnings before dismissal, but you will retain the right to a disciplinary hearing and you will have the right of appeal.

## **20 Termination**

20.1 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:

20.1.1 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;



- 20.1.2 Fraud;
- 20.1.3 Rude, offensive and threatening behaviour to the Company, its clients or their employees;
- 20.1.4 Malicious damage to property, including the introduction of viruses and other damage to computer systems;
- 20.1.5 Breaches of the Company or client internet use policy, including downloading pornographic or other prohibited or illegal material;
- 20.1.6 Breach of confidentiality;
- 20.1.7 Negligence resulting in serious loss, damage or injury to the Company, its clients or their employees;
- 20.1.8 Serious breaches of Health and Safety regulations;
- 20.1.9 Attempting to perform any duties while under the influence of alcohol and/or drugs;
- 20.1.10 Failure to notify us by the required deadline of any period in which you anticipate not being on assignment;
- 20.1.11 Conviction for any serious criminal offence; and
- 20.1.12 Failure to submit timesheets in respect of work done by you.

20.2 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.

## **21 Health and Safety**

- 21.1 Under the Health and Safety at Work Act 1974, responsibility for health and safety extends to individual members of staff, both for their own safety and that of their colleagues and visitors including when you are on site at a client's premises. Any accidents or near misses must be reported to a senior member of staff for recording in the Accident or the Incident Book immediately.
- 21.2 You must familiarise yourself with the client's rules on health and safety, which will be provided to you.
- 21.3 You must also read and ensure that you understand the client's Fire and Evacuation Procedure.
- 21.4 As an employee you have a duty of care to take reasonable care of yourself and others who may be affected by your acts whilst at work.
- 21.4 The Company's and its clients operate a No Smoking Policy inside their premises and vehicles with which all employees are required to comply.

## **22 Security**

The Company and its clients may check, record and review telephone calls, computer files, CCTV film, records and emails and any other compliance including security or risk analysis checks which are considered to be reasonably necessary.

## **23 Right of Search**

The Company's and its clients may search individuals and their bags and cars if it has reasonable grounds to believe Company or client goods are missing or have reason to believe drugs or alcohol are in your possession. By signing this contract you are giving your consent.

## **24 Equal Opportunities**

It is the Company's policy to provide employment, training, promotion, pay, benefits and other conditions of employment without regard to race, colour, ethnic origin, nationality, national origin, religion or belief, sex, sexual orientation, gender reassignment, marital status, age and/or disability unrelated to an individual's ability to perform essential job functions. It is also the Company's policy to conform to all employment standards required by law.



## **25 Data Protection**

- 25.1 In order to keep and maintain records relating to your employment it will be necessary for the Company to record, keep and process personal data relating to you.
- 25.2 We will comply with all applicable requirements of current data protection legislation including the Data Protection Act 1998 and the General Data Protection Regulation ((EU) 2016/679) (“GDPR”) in force from time to time and any applicable national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then any replacement legislation in the UK to the Data Protection Act 1998 and the GDPR.
- 25.3 At all times your information will be treated in accordance with our non-contractual Privacy Notice which is annexed to these Terms and Conditions which may be varied from time to time.

## **26 Restrictions and Confidentiality**

- 26.1 During your normal hours of work, as detailed in your Assignment Schedule, you may not, without the prior written consent of the Company, devote any time to any business other than the business of the Company or to any public or charitable duty or endeavour.
- 26.2 During the period of your employment, you will not, without the prior written consent of the Company, undertake any work or other activity which may prejudicially affect your ability properly and efficiently to discharge your duties and responsibilities and/or be considered a conflict of interest to the Company or its clients. The decision as to whether or not an activity would have a prejudicial effect and/or be considered a conflict of interest shall be in the absolute discretion of the Company.
- 26.3 You will not accept any gifts or benefit from persons supplying goods to the Company or client without the prior authorisation of a Director.
- 26.4 You will not use Confidential Information for your own purposes or for any purposes other than those of the Company or client.
- 26.5 You will not at any time either during your assignment or afterwards, to the detriment or prejudice of the Company or the Company’s clients, use or divulge to any person, firm or company, except in the proper course of your duties during your employment by the Company, any confidential information identifying or relating to the Company or its client’s, details of which are not in the public domain, or such confidential information or trade secrets relating to the business of any client of the Company which have come to your knowledge during your employment.
- 26.6 You undertake with the Company that you will not either during your employment or during a period of six months immediately following the Termination Date without the prior written consent of the Company whether by yourself, through your employees or agents or otherwise howsoever and whether on your behalf or on behalf of any other person, firm, company or other organisation, directly or indirectly:
  - 26.6.1 in competition with the Company, negotiate with and/or solicit business from or canvas any Client or Prospective Client if such solicitation is in respect of Restricted Services;
  - 26.6.2 in competition with the Company, accept orders for Restricted Services from any Client or Prospective Clients with whom:
    - 26.6.2.1 the Company transacted any business during the last six months of your employment; and
    - 26.6.2.2 you had personal dealings in connection with any such transaction.



26.6.3 procure or induce, or endeavour to procure or induce, any employee employed by the Company at the effective date of termination, to leave such employment.

**‘Restricted Services’** means Company Services or services of a similar kind.

26.7 In agreeing to these restrictions you acknowledge that they serve the purpose of protecting the legitimate business and commercial interests of the Company and its clients that they are not unduly severe.

26.8 In the event of any of the restrictions referred to above proving to be unenforceable following the decision of a Court of competent jurisdiction then it shall be without prejudice to the remaining restrictions which should be regarded as enforceable.

## **27 Collective Agreements**

Your terms and conditions of employment are not covered by collective agreements.

## **28 Notice Period**

28.1 Following the end of the probationary period, your contract of employment may be ended by written notice as follows:

### **Notice to be given by the Company:**

Length of continuous service	Minimum period of notice
From 1 month up to 2 years	One week
From 2 years up to 12 years	Two weeks and one additional week for each continuous year of employment in excess of two years
12 or more years	12 weeks

### **Notice to be given to the Company:**

Length of continuous service	Minimum period of notice
Less than one month	One day
One month onwards	One week

28.2 The Company will not be obliged to provide you with work at any time after notice of termination shall have been given by either party and the Company may, in its absolute discretion, pay your salary entitlement in lieu of all or any part of the unexpired period of notice (subject to deduction at source of income tax and applicable national insurance contributions). Any such payment will consist solely of basic salary as at the date of termination and, for the avoidance of doubt, the payment in lieu of notice shall not include any element relating to any bonus or commission payments that might otherwise have been due, any payment in respect of benefits which you would have been entitled to receive or any payment in respect of any annual leave entitlement that would have accrued during the period for which the payment in lieu is made. You have no right to receive a payment in lieu of notice instead of working your notice period unless the Company exercises its discretion to pay you in lieu under this clause.

28.3 If you leave without giving the proper period of notice or leave during your notice period without permission, the Company shall be entitled as a result of your agreement to the terms of this contract to deduct a day's pay for each day not worked during the notice period, provided always that the Company will not deduct a sum in excess of the actual loss suffered by it as a



result of your leaving without notice and any sum so deducted will be in full and final settlement of the Company's claim for your breach of contract. This deduction may be made from any final payment of salary which the Company may be due to make to you. The amount to be deducted is a genuine attempt by the Company to assess its loss as a result of your leaving without notice. It is not intended to act as a penalty upon termination.

28.4 If it is discovered at any time after you have commenced your employment that your references are not genuine, that you have misrepresented any information about yourself on the application form or at the selection interview, or that you have not disclosed a relevant conviction, your employment will normally be terminated without notice.

28.5 The Company expressly reserves the right to terminate your employment without notice if it has grounds to believe that you have committed any material breach of these terms and conditions or any gross misconduct or act of gross incompetence, any such action under this paragraph being without prejudice to any other of the Company's rights.

## **29 Return of Company Property**

29.1 Upon the termination of your employment under this contract for whatsoever cause, you shall forthwith deliver up to the Company all keys and any swipe cards, credit cards, computer hardware or software, books, documents, account records and any other papers which may be in your possession, custody or control and which are the property of the Company or its clients, which otherwise relate in any way to the business or affairs of the Company and its clients and no copies of the same or any part thereof shall be retained by you. You shall then (if required by the Company) make a declaration that the whole of the provisions of this Clause have been complied with.

29.2 You acknowledge that failure to do so could entitle the Company to withhold payment of any monies payable to you or to deduct an amount equivalent to the cost of such property from such monies.

## **30 Notices**

Any notice to be given under your contract of employment shall be delivered or sent by first class post to the address of the other party set out in this statement (or such address as may have been notified, or to you in person) and any such notice shall be deemed to have been served:

30.1 if delivered – at the time of delivery; or

30.2 if sent by post – upon the expiration of 48 hours after posting.

## **31 Severability**

The various provisions of this Agreement are severable, and if any provision or identifiable part thereof is held to be invalid or unenforceable by any court of competent jurisdiction then such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions or identifiable parts.

## **32 Variation**

The Company reserves the right to make reasonable changes to these and any other agreed terms and conditions of employment. Minor changes of detail may be made from time to time and will be affected by a general notice to employees. You will be given not less than one month's written notice before significant changes are made. Such changes will be deemed to have been accepted unless the Company receives from you an objection in writing before the expiry of the notice period.

## **33 Applicable Law**



33.1 Your contract of Employment will be subject to the laws of England and Wales and you agree that any disputes relating to your employment or its termination will be exclusively determined by the Courts or Tribunals of England and Wales.

33.2 In particular, your employment is subject to your compliance with and observance of the Employment Agencies Act 1973 (as amended) and associated Regulations (including, but without prejudice to the generality of the foregoing, the Conduct of Employment Agencies and Employment Businesses Regulations 2003), legislation relating to discrimination on the ground of race, sex, sexual orientation, disability, religious or similar beliefs, age and to data protection legislation, as well as the Working Time Regulations 1998 (as amended).

### **34 The Agreement**

I hereby confirm that I have read, understood and accept the above contract of employment. I undertake to observe the terms and conditions of employment contained therein.

#### **Authorisation**

Signed on behalf of the Company: \_\_\_\_\_

Position: \_\_\_\_\_ Date: \_\_\_\_\_

#### **Employee**

I agree to the Statement of Terms and Conditions of Employment – AS1 16/5/19.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Print name: \_\_\_\_\_