

Knightsbridge AMS Limited

Knightsbridge House, Rooley Lane, Bradford BD4 7SQ

Tel: 01274 288 848

Email: info@knightsbridgeams.co.uk

[Date]

CONTRACT OF EMPLOYMENT

Incorporating particulars required by Employment Rights Act 1996
This contract is intended to be over-arching Contract between Knightsbridge AMS and the employee.

Employee Name: [NAME]



Knightsbridge AMS Limited

Knightsbridge House, Rooley Lane, Bradford BD4 7SQ

Tel: 01274 288 848

Email: info@mutualgroup.org

and

Name: [INSERT]

Job Title: [INSERT]

Address: [INSERT]

Telephone: [INSERT]

YOUR EMPLOYMENT

1.1. Definitions and Preliminary

- 1.1.1. In this contract,
 - 1.1.1.1. 'Assignment' includes any Client Assignment detailed in your Employee Assignment Schedule, and Sourcing Assignments as detailed in this Agreement.
 - 1.1.1.2. 'Client' includes any End Client specified in your Employee Assignment Schedule.
 - 1.1.1.3. 'Commencement Date' means the date on which your first Assignment commences following your acceptance of this agreement or, if you have already started an Assignment before you accept this agreement, the date that you accept this agreement.
 - 1.1.1.4. 'the Company', 'Knightsbridge ', 'we', 'us', and 'our' all refer to Knightsbridge AMS Limited.
 - 1.1.1.5. 'Entire Assignment' means the entire period during which you work continuously in the same role for the same End Client, and therefore may be covered by more than one Employee Assignment Schedule.
- 1.1.2. Before offering you employment, the Company will require certain documents from you in order to satisfy itself that you are legally entitled to work in the UK. You confirm that you are legally entitled to work in the UK without any additional immigration approvals, and you agree to notify the Company immediately if you cease to be so entitled at any time.
- 1.1.3. In order to assist the Company in organising work, please complete the personal information sheet attached to this contract as Annex A and return to the office as soon as possible. It is your responsibility to inform the Company of any changes to these details.

1.2. Intentions; Commencement and continuity of employment

- 1.2.1. You have applied for employment with us, and you have represented to us that in the course of that employment, you are willing and intending to carry out successive Assignments for various clients and at various locations.
- 1.2.2. In reliance on those representations, we offer and you hereby accept employment on the terms of this Employment Contract.
- 1.2.3. You are employed by the Company from the Commencement Date.
- 1.2.4. Your period of continuity of employment commenced on [the date of this contract][insert date, if earlier]¹. No previous period of employment by the Company or by any other company counts as part of your period of continuity of employment with the Company.
- 1.2.5. Where there is no preceding continuity of employment, this contract of employment is conditional on
 - 1.2.6. you having the legal right to work in UK, and
 - 1.2.7. actual commencement of your first Client Assignment.

1.3. Duties (during Assignments, and between Assignments)

- 1.3.1. You are employed as a [INSERT], having regard to your qualifications and experience as notified to us, and to perform such other duties as we may allocate to you from time to time.²
 - 1.3.2. We undertake at all times during the currency of this contract
 - 1.3.2.1. to use reasonable endeavours to allocate suitable Client Assignments to you
 - 1.3.2.2. to provide such support, advice, management and assistance as may be required or as you may request (in either case, to the extent that is in all the circumstances reasonable) in order to assist you to source and secure suitable Client Assignments.
 - 1.3.3. You will perform and complete such Client Assignments as we may from time to time allocate to you. An Employee Assignment Schedule will be issued to you for each Client Assignment, and this will include details of the role and tasks to be performed, and the working location and working hours.
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- 1.3.4. You will report to the Directors, and to any other person they may from time to time specify.
- 1.3.5. You will at all times work with all proper skill and care, and in a professional manner.
- 1.3.6. We ourselves do not exercise (or assert the right to exercise) supervision and/or direction and/or control as to your manner of working whilst on Client Assignment. Subject thereto, you will comply with our lawful instructions, and with our working practices, standards, regulations and other reasonable requirements.
- 1.3.7. Whilst on Client Assignment,
 - 1.3.7.1. you are seconded to work for the End Client, at the location, and for the duration, all as specified in the applicable Employee Assignment Schedule; and
 - 1.3.7.2. you must comply with such reasonable requirements (such as timesheets, or electronic time recording system) as may be imposed by the End Client for recording and verifying all time so worked; and
 - 1.3.7.3. you must comply with the End Client's requirements as notified from time to time, to the extent that such requirements apply in relation to external contractors at the place of work, such as security requirements, quality requirements and health and safety procedures, but not so that your discretion as to the manner in which you perform your work is compromised; and
 - 1.3.7.4. you must notify us promptly if you become aware of any circumstances giving rise to the possibility of a claim being made against us as a result of any act, default or omission on your part, regardless of whether or not you yourself consider such claim might be justifiable.
- 1.3.8. Your responsibilities include an ongoing duty to use your best endeavours to develop and extend our business, and to take all necessary steps to source new business for us in the form of suitable Client Assignments for you to perform under contracts between us and third parties.
- 1.3.9. You may be required to spend up to one week (35 hours) or such longer period as we may require after each Client Assignment as a Sourcing Assignment on efforts to source new business for us in the form of your next Client Assignment; you will be paid for such time as we require you to spend on a Sourcing Assignment.
- 1.3.10. You are obliged to work when we reasonably require you to do so. We do not guarantee that there will always be a suitable Client Assignment to which you can be allocated, and you acknowledge that there may be periods when no work is available for you. As a minimum we do however guarantee that you will be offered at least 336 hours of paid work over the course of any full 12 month period of employment (or the pro rate equivalent if your employment terminates before 12 months) commencing on the Commencement Date or an anniversary thereof.
- 1.3.11. Whilst you are not working on Client Assignment and not on paid leave,
 - 1.3.11.1. you will liaise regularly and cooperate with any person we may nominate as your point of contact, in relation to efforts to source a suitable Client Assignment, and
 - 1.3.11.2. as a minimum, you must [notify us via your portal on our website][contact us by email or phone] on the Monday of each week (or on the next following working day, if Monday is a public holiday) to confirm your availability for work on each day during that week, and to update us as to the progress of your own efforts to source a suitable Client Assignment.
 - 1.3.11.3. if you do not so contact us, we shall be entitled to conclude that you are not available for work, and we may regard this as indicating an intention on your part to resign from your employment, unless you advise us otherwise.
- 1.3.12. You will act loyally and faithfully to us.
- 1.3.13. During any period when you are not on Client Assignment, including during any notice period given in accordance with clause 13, if requested by us, you agree not to contact such persons as we may reasonably specify.
- 1.3.14. You are not authorised to enter into or conclude contracts on our behalf.

1.4. **Location**

- 1.4.1. You do not have a normal place of work; your place of work will vary from Assignment to Assignment and will be set out in the Assignment Schedule.

2. **AGENCY WORKERS REGULATIONS**

- 2.1. You will promptly notify us in writing immediately upon it coming to your notice that you may have grounds for complaint concerning any aspects of such entitlements as you may have under the Agency Workers Regulations 2010, in order that we may have a proper opportunity to investigate and make any necessary changes.

- 2.2. When assessing your pay entitlement under regulation 5 of the Agency Worker Regulations 2010, regard shall be had to any official Guidance to the Agency Worker Regulations 2010, and Discretionary Profit Sharing Bonuses (DPSB/DBP), to the extent that such Bonuses are in fact paid, will be taken into account as forming part of your pay.
- 2.3. If, in relation to any Client Assignment,
 - 2.3.1. you have completed the Qualifying Period under regulation 7 of the Agency Worker Regulations 2010, and
 - 2.3.2. the amount you receive in pay under that Client Assignment (calculated as set out in clause 2.2 above) exceeds that which you would have been paid if you had been engaged by the hirer for the position other than by using the services of a temporary work agency (the 'Excess'), and
 - 2.3.3. had you been engaged directly by the hirer, you would have received either or both of (a) a greater entitlement to paid holiday than that to which you are entitled under this employment contract, or (b) some other benefit which falls to be treated as pay under the Agency Workers Regulations 2010 (together, 'Shortfall'),

then credit shall be given for the amount of the Excess against the Shortfall, and the amount of the Excess shall be considered to have been received by you on account of any entitlements you may have to receive the Shortfall.

3. PAYMENT

- 3.1. **Wages:** You are entitled to wages for all authorised hours actually worked on Assignment, subject in all cases to you complying with all applicable procedures and requirements.
 - 3.1.1. Hours worked in excess of those specified in your current Employee Assignment Schedule will only be paid if authorised by the End Client, and so if you work additional hours without first getting such authorisation, you accept the risk that such hours will be unpaid.
 - 3.1.2. Unless otherwise **specifically specified in employment contract or assignment schedule**, your wages will be at the applicable National Minimum Wage (or, if applicable, the National Living Wage) rate; and will commence when the first Client Assignment commences.
 - 3.1.3. For the avoidance of doubt there is no obligation on any End Client to require you to work on any day, and no obligation on us to make payment in respect of any day on which your services are not required.
 - 3.1.4. You will be paid monthly or weekly in arrears as indicated in your Assignment Schedule, directly into your bank account.
 - 3.1.5. You will be provided with a payslip for each pay period, which will include a statement of the number of hours worked during that pay period.
 - 3.1.6. If your work is outside SDC for IR35 purposes you will be paid at gross and you accept full responsibility for payments of all taxes therein. However we currently do NOT engage workers outside SDC
- 3.2. **Guarantee:** If at the end of any full 12 month period of employment commencing on the Commencement Date or an anniversary thereof we have not offered you at least 336 hours of paid work, we will pay you at the applicable National Minimum Wage (or, if applicable, the National Living Wage) rate for such number of hours as is represented by 336, less the number of hours in respect of which we have previously paid you during that 12 month period.
- 3.3. **Bonus:** Unless otherwise specified in your current Employee Assignment Schedule, you may be considered periodically for a Discretionary Profit Sharing Bonus (DPSB/DBP), provided that:
 - 3.3.1. you have, in our reasonable opinion, generated sufficient profits, as determined by us, to warrant the grant of such a Bonus; and
 - 3.3.2. you have not breached the terms of this Agreement.
- 3.4. To the extent that your gross taxable pay (excluding holiday pay) exceeds your wages (calculated at the applicable National Minimum Wage (or, if applicable, the National Living Wage) rate), it constitutes your Bonus, even if not separately identified on your payslip.
- 3.5. **Reimbursement of Expenses:** At the start of each Entire Assignment,
 - 3.5.1. we will discuss with you whether any expenses may be reimbursed (including, where applicable, conducting an assessment as to whether or not we are satisfied that the manner of your working is subject to supervision, direction or control by any person), and
- 3.6. We may reimburse to you authorised expenses actually and reasonably incurred in the performance of your duties in accordance with our current expenses policies, provided
 - 3.6.1. we are satisfied that the reimbursement would not offend against any applicable salary sacrifice or other legislative requirements

- 3.6.2. we are satisfied that the expense claimed can legitimately be reimbursed without deduction of tax and NIC
 - 3.6.3. both the nature of the expense and the amount are (where practicable, and where applicable) agreed in advance
 - 3.6.4. you comply with our current rules and procedures for expense claims
 - 3.6.5. the claim is (unless our current expenses policy states otherwise) accompanied by receipts, and is submitted at the same time as any timesheet for the period in question.
- 3.7. Any claim for expenses which are expected to be passed on to the Client may only be made direct to the Client if the Client's expense procedures require that you do so; and if you make any such expense claim direct to the Client, you must provide us with a copy of every such claim, and with such further details as we may require, to enable us to comply with our own legal obligations.

3.8. **Ad hoc Pay Advances**

- 3.8.1. In this clause
 - 3.8.1.1. 'Pay Advance' means an advance by us to you, on account of your accrued entitlement to pay for time already worked.
 - 3.8.1.2. 'Pay Advance Partner' means a company administering requests made to us for Pay Advances.
 - 3.8.1.3. 'Administration Fee' means our Pay Advance Partner's administration fee, in relation to a Pay Advance; the amount will vary according to the amount of the Pay Advance, and will be disclosed to you before you decide whether or not to accept any offer of a Pay Advance.
- 3.8.2. You may from time to time be eligible to request Pay Advances.
- 3.8.3. By making a request for a Pay Advance, you consent to your personal data held by us being processed by us and by our Pay Advance Partner (acting as our data processor) for all related purposes, including considering and processing your request, and obtaining repayment of any Pay Advance we may make.
- 3.8.4. In considering any request for a Pay Advance, your employment record with us, and the history of any previous Pay Advances made to you, will be taken into account, but no third party credit check will be made, and no 'footprint' will be left on your credit record. We may (but are not obliged to) agree your request.
- 3.8.5. We, in conjunction with our Pay Advance Partner, may introduce an online system to manage requests for Pay Advances. If we do so, decisions in relation to requests for Pay Advances may be made on an automated basis.
- 3.8.6. No interest is payable in respect of Pay Advances repaid on the due date.
- 3.8.7. Any Pay Advance we may agree to make
 - 3.8.7.1. will be subject to your agreement to pay the Administration Fee
 - 3.8.7.2. will be paid direct into your bank account
 - 3.8.7.3. will be repayable from (and may be deducted from) your net pay.
- 3.8.8. The Administration Fee will be payable from (and may be deducted from) your net pay.
- 3.8.9. To extent not so deducted and repaid, a Pay Advance, together with the Administration Fee, shall constitute a debt due from you, and shall be payable on demand.

3.9. **Deductions:**

- 3.9.1. We will make all necessary deductions from your pay as required by law.
- 3.9.2. If any money becomes lawfully due from you to us (including Pay Advances, and money that may have been overpaid to you in error), we may deduct all or part of such money from pay, expenses, or any other payments due from us to you.
- 3.9.3. If we have advanced you monies against your accrued paid leave entitlement, we may recoup that advance by deduction or set-off against any payment due to you for paid leave, as and when you actually become entitled to receive such payment.
- 3.9.4. If you are in breach of contract we may withhold the whole or part of any monies otherwise due to you in full or partial compensation for our losses resulting from your breach, provided that we may not withhold more than would be reasonable compensation for such breach.
- 3.9.5. If in breach of contract you terminate an Assignment without giving the full period of notice that you are contractually required to give, and if as a result the Client withholds part or all of any payment due to us in respect of services you have provided, we may withhold payment of a corresponding amount from any sums due to you (including pay).

- 3.9.6. If any equipment is issued to you for the purposes of or in connection with an Assignment, you must use it for no other purposes, take all proper care of it, and return it at the end of the Assignment in good serviceable condition, fair wear and tear only excepted. Failure by you to so return any such equipment would be a breach of contract, and pending such return we may withhold payment of any sums due to you (including pay), provided that we may not withhold more than the value of the equipment (if not returned) or the cost of repair (if returned damaged).
- 3.9.7. If a motor vehicle made available to you by a Client suffers damage whilst is in your charge, and if after investigation you are found to be responsible for the damage, you will be liable for the cost of repairing such damage, up to a maximum of the excess applicable under the Client's motor insurance policy.
 - 3.9.7.1. Pending conclusion of the investigation, if the Client withholds part or all of any payment due to us in respect of services you have provided, we may withhold payment of a corresponding amount from any sums due to you (including pay); and if the investigation concludes that you were responsible for the damage, we may retain the cost of repair, up to a maximum of such excess.
 - 3.9.7.2. We may make deductions in respect of any Penalty Charge Notice or other road traffic fixed penalty for which you have incurred liability.
- 3.9.8. Subject thereto, and to End-Client authorisation in respect of any hours worked in excess of those specified in your current Employee Assignment Schedule, we will not withhold wages in respect of any periods you have actually worked, whether or not we are paid by the Client.

4. HOLIDAYS AND PAID LEAVE

- 4.1. You are entitled to the equivalent of 5.6 weeks' paid holiday per year. This entitlement includes the usual public / bank holidays in England and Wales. Your holiday entitlement may change from time to time in line with the AWR once the Qualifying Period (as defined in the AWR) is met.
- 4.2. 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.
- 4.3. Your holiday pay will automatically be "rolled up", which means that the Company will make payments of holiday pay to you each month (or such other frequency as your remuneration is paid) together with your remuneration when you are on Assignment. These payments of holiday pay will be paid to you in addition to your remuneration for work done. This is essentially a pre-payment in respect of paid holiday. For the avoidance of doubt, when you take holidays you will not receive any additional payment in respect of the holiday actually taken, because payment for such leave has been paid in advance. This payment will be identified separately on your payslip to clearly show the amount of holiday pay received.
- 4.4. Alternatively, if you would prefer to have your holiday pay paid when you actually take holiday, instead of paid out to you in advance (rolled-up), the Company will pay you holiday pay as and when you actually take holiday. Please let us know if you would prefer this option. On termination of employment, you will be entitled to be paid in lieu of accrued but untaken holiday if you have chosen this option, paid at the rate of a day's pay for each accrued but untaken day of holiday.
- 4.5. If, on termination of employment, you have taken more holiday than your accrued entitlement, we shall be entitled to deduct the appropriate amount from any payments due to you. The amount of such deduction shall be one hour's pay for each hour of holiday taken in excess of the accrued entitlement.
- 4.6. Periods not worked (other than as a result of sickness or injury) will be treated as unpaid leave unless you have advised us that you wish to take accrued holidays.
- 4.7. The holiday year runs from 1st April in each year;
 - 4.7.1. On a change to the start date for the holiday year, a *pro rata* calculation will be made, and any balance of paid leave entitlement (whether surplus or deficit) will be carried forwards from the last holiday year with the previous start date to the first holiday year with the new start date.
- 4.8. Holiday must be taken in the holiday year in which it accrues and may not be carried forwards from year to year unless with the express agreement of the Company, or because you have been prevented from taking it in the relevant holiday year by one of the following: a period of sickness absence or statutory maternity, paternity, adoption, shared parental, parental or parental bereavement leave. You are required to take your full holiday entitlement in each leave year and in any event prior to the termination of your employment.
- 4.9. The amount of a week's pay for the purposes of paid leave will be calculated in accordance with the Working Time Regulations 1998 (as amended).
- 4.10. You may be eligible to take the following types of paid leave, subject to any statutory eligibility requirements or conditions and the Company's rules applicable to each type of leave in force from time to time:
 - 4.10.1. statutory maternity leave;

- 4.10.2. statutory paternity leave;
- 4.10.3. statutory adoption leave;
- 4.10.4. shared parental leave; and
- 4.10.5. parental bereavement leave.

Further details of such leave are available from **[INSERT]**.

- 4.11. You have no other entitlement to paid leave.

5. SICKNESS AND INJURY

- 5.1. We will make payments of such statutory sick pay as may be due to you in respect of any period of absence. Should you recover damages from any third party in respect of any period of absence you will repay any sums paid to you under this clause. We do not make any payment for sickness and injury beyond statutory sick pay as required by law. For Statutory Sick pay purposes qualifying days are your normal working days.
- 5.2. If you are absent from work for any reason and absence has not previously been authorised by us, you must inform us and the End Client as early as possible. Any absence not previously authorised must be properly explained and in the case of an absence of uncertain duration you must keep us regularly informed of its expected duration.
- 5.3. If you are absent from work due to sickness or injury which continues for more than five working days (excluding weekends) you must provide us with a medical certificate from your doctor on the sixth day of sickness or injury. Thereafter medical certificates must be provided to us on a weekly basis.
- 5.4. Sickness absence related to an injury or accident at work must be reported to our HR team immediately or, in the case of incapacity, as soon as is reasonably practical.
- 5.5. Immediately following return to work after a period of absence which has not previously been authorised you are required to complete a Self-Certification form stating the dates of and the reason for absence, including details of sickness on non-working days (this information is required by us for calculating Statutory Sick Pay entitlement).
- 5.6. We reserve the right to require you at any time to be examined at our expense by a doctor or medical consultant of our choice; if we so require, you will authorise the doctor or medical consultant to disclose to us the results of the examination and to discuss with us any matters arising from such examination which might affect your performance of your duties.
- 5.7. You warrant that you have disclosed (and on an ongoing basis will promptly disclose) to us any medical conditions or other circumstances known to you which might adversely affect your ability to perform the duties of your position/role, and/or of any Assignment we may propose to allocate to you.

6. WORKING DAYS AND HOURS

- 6.1. The maximum hours you may be required to work in any week shall be 48 hours and the minimum 1 hour. The expected hours of work during any assignment will be 35-40 hours per week. Subject thereto,
 - 6.1.1. Client Assignments: Your normal working days and normal working hours will vary from Assignment to Assignment and may vary within an Assignment depending on the needs of the Client. Where your expected hours and/or days of work are known by the Company in advance, you will be advised of this information in the Assignment Schedule for the particular Assignment, otherwise your hours and days of work will be agreed between the Employee and the Client from time to time. You will be entitled to an unpaid lunch break (minimum 20 minutes) where your Assignment requires you to work more than six hours in any one day.
 - 6.1.2. Sourcing Assignments: You may be required to spend up to one week (35 hours), during the week following the end of the immediately preceding Client Assignment, as specified in clause 1.3.9.
- 6.2. You will cooperate and comply with such means of recording working time and expenses as we may reasonably specify from time to time.
- 6.3. Flexible hours may be required from time to time. It is your responsibility to maintain records of hours and days worked, to produce such records to us whenever required to do so, and to ensure that you do not work for more than 46.4 weeks in any year.
- 6.4. We are required to display on your payslip the total number of hours for which you have worked during each pay period.
 - 6.4.1. We ourselves may not have direct visibility of these hours (for example, if you send a timesheet direct to the agency, or if you are paid on the basis of a day rate and not by the hour).
 - 6.4.2. To enable us to comply with our own obligations, you must therefore:
 - 6.4.2.1. keep appropriate records, and

6.4.2.2. notify us on an ongoing basis of the total number of hours worked during each pay period, and

6.4.2.3. notify us promptly if you consider the figure stated on your payslip for the total number of hours worked to be inaccurate.

7. WORKING TIME REGULATIONS AND EU DRIVERS' HOURS RULES

7.1. Definitions applicable throughout this section:

7.1.1. 'EU Drivers' Hours Rules' means the Community Drivers' Hours Regulation (EC) 561/2006

7.1.2. 'Periods of Availability' means periods of waiting time as defined under the Road Transport (WT) Regulations, namely periods of waiting time the duration of which is known about in advance by you. Such periods of time consist of time spent when you are not required to remain at your workstation, but must be available to answer calls to start or resume driving or other work on request; and the period and the foreseeable duration is known in advance, either before departure or just before the start of the period of availability in question.

7.1.3. 'Road Transport (WT) Regulations' means the Road Transport (Working Time) Regulations 2005 or any other Regulations that supersede or replace these Regulations.

7.1.4. 'Mobile Worker' means any worker forming part of the travelling staff, including trainees and apprentices, who is in the service of an undertaking which operates transport services for passengers or goods by road for hire or reward or on its own account;

7.1.5. 'Other Work' means all activities which are defined as working time under the Working Time Directive except driving and includes any work within or outside the transport industry where you are not at the disposal of us or of the Client;

7.2. Unless you are a Mobile Worker working in operations that are subject to EU Drivers Hours Rules, or are working in an industry to which other special rules apply:

7.2.1. 'Working Time' means working time as defined by the Working Time Regulations 1998 as amended ("WTR") as amended.

7.2.2. The Working Time Regulations 1998 require that you do not work for more than 48 hours in any week, unless you have agreed in advance to waive that limit. You may indicate such agreement in Annex B.

7.2.2.1. If you have indicated such agreement in Annex B, the 48 hour limit specified in the Working Time Regulations 1998 shall not apply to your employment, for so long as such agreement remains in force; you have the right to give us 3 months' notice in writing to withdraw such agreement.

7.2.2.2. If you have not indicated such agreement in Annex B, or if you do so indicate but subsequently withdraw such agreement, the Company must ensure that it does not offer you work which would result in you working for more than 48 hours in any week. You must therefore keep the Company informed of the hours that you work for third parties, so that it can comply with its own obligations.

7.2.3. Time spent travelling to the Client's premises; lunch breaks and other rest breaks shall not count as part of your Working Time for these purposes.

7.3. If you are a Mobile Worker and are working in operations that are subject to EU Drivers Hours Rules:

7.3.1. 'Working Time' means working time as defined by the Road Transport (WT) Regulations, namely, time consisting of those periods during which you are at your workstation at the disposal of us or the Client and exercising your functions or activities, and (where the Road Transport (WT) Regulations apply) such periods of time as are devoted to road transport activities, such as driving, loading, and unloading, assisting passengers boarding a vehicle, cleaning and maintenance of a vehicle, and all other work intended to enhance the safety of a vehicle, cargo and passengers or to fulfil the legal or regulatory obligations directly linked to specific transport operations.

7.3.2. The relevant reference period to calculate average Working Time used by the Employment Business will be a 17-week reference period as specified in the Road Transport (WT) Regulations.

7.3.2.1. The start date for the relevant reference period shall be the date on which you commence the first Assignment.

7.3.2.2. In certain circumstances, this reference period may be changed to a rolling 17-week reference period, in which case we will notify you in writing accordingly.

7.3.2.3. In addition, the relevant reference period used by us may be increased to 26 weeks if you enter into a valid collective or workforce agreement with us.

7.3.3. Time spent doing Other Work for any employer shall not be counted as rest for the purposes of the EU Drivers Hours Rules; and for these purposes, the number of hours worked by you during a week comprises

7.3.3.1. the total number of hours of Other Work for any employer except us and the Client,

7.3.3.2. Working Time for us and the Client, and

7.3.3.3. the total number of hours spent as Periods of Availability as defined under the Road Transport (WT) Regulations.

7.3.4. Time spent travelling to the Client's premises, lunch breaks and other rest breaks shall not count as part of your Working Time or Periods of Availability and accordingly you will not be paid for such periods of time.

7.3.5. You must take all reasonable steps to comply with the EU Drivers' Hours Rules and the Road Transport (WT) Regulations, and observe all rules relating to the operation and maintenance of any vehicle, including those relating to the conduct of operation.

7.3.6. You must not accept or undertake any work that causes you to infringe the EU Drivers' Hours Rules or the Road Transport (WT) Regulations.

8. PENSIONS

8.1. The statutory Pension Auto-Enrolment provisions will apply. The Company will comply with the employer pension duties to you, in accordance with Part 1 of the Pensions Act 2008.

8.2. The Company's chosen Auto-Enrolment pension scheme provider is National Employment Savings Trust (NEST). The Company reserves the right to change its chosen Auto-Enrolment pension scheme provider from time to time, and you will be notified of any such changes.

8.3. Subject thereto, there is no company pension scheme.

8.4. Your Pay Reference Period for the purpose of Pensions Auto-Enrolment will be Monday to Sunday when Weekly paid (or when paid by reference to multiples of a week) and each Calendar Month when Monthly Paid.

9. INTELLECTUAL PROPERTY RIGHTS

9.1. All rights in the nature of Intellectual Property Rights (including, but not limited to, copyright) arising in any work created by you (whether alone, or in conjunction with others) in the course of an Assignment must be disclosed promptly to us, and shall vest in us. It is our responsibility to pass on to any third party such rights as we have agreed. You will cooperate fully in any formal steps reasonably required by us so as to put this term into effect. If we so require, you will sign any reasonable form of assurance of Intellectual Property rights which may be required.

9.2. You will indemnify us against any liability we may incur as a result of any alleged infringement of any third party's intellectual property rights as a result of any act by you, other than to the extent that any such infringement results from compliance with any Specifications issued by us or by an End Client.

10. CONFIDENTIALITY

10.1. You may not disclose or use for your own purposes or for any purposes (other than ours) any information of a private, confidential, or secret nature which you have obtained by virtue of your employment with us and either relating to us or to our business, or in respect of which we owe an obligation of confidence to an End Client or any third party:

10.1.1. during the employment, except in the proper course of the employment, or

10.1.2. at all, after the termination of the employment.

10.2. You will sign any reasonable form of non-disclosure, secrecy, or confidentiality agreement that may be required from time to time.

10.3. For the avoidance of doubt, nothing precludes you from making a "protected disclosure" within the meaning of Part 4A (Protected Disclosures) of the Employment Rights Act 1996. This includes protected disclosures made about matters previously disclosed to another recipient.

10.4. Your obligations under this clause shall survive the termination of this Agreement, for whatever reason.

11. SOCIAL MEDIA, COMPUTERS, AND TELECOMMUNICATIONS

11.1. We may provide you with a computer and ancillary equipment, high speed internet access and a telephone for use at your home solely in connection with our business; it is your responsibility to ensure that this and any other equipment belonging to us and kept at your home is adequately insured, and we will reimburse you with any additional premium in respect thereof.

11.2. We may provide a mobile telephone in our name for use by you solely in connection with our business, and if we do so provide we shall pay all bills in connection therewith.

11.3. You will comply with all applicable policies (both ours, and those of any Client for whom you may be engaged on an Assignment) in relation to social media and the use of computer and telecommunications equipment.

12. DISCIPLINARY AND GRIEVANCE PROCEDURES

12.1. Disciplinary and Grievance Procedures based on those recommended by ACAS will generally be followed. These procedures are not contractual, and the Company reserves the right to depart from them at its

discretion, and/or to change them from time to time. A copy of the procedures in force at the date of this contract is at Annex C.

- 12.2. Any grievance should be brought to the attention of your Knightsbridge AMS account manager in the first instance. If your account manager is unable to resolve it, you may refer it to a Knightsbridge AMS Director.
- 12.3. Appeals in relation to disciplinary matters may be made to a Knightsbridge AMS Director.

13. TERMINATION

- 13.1. There is no probationary period associated with your employment. Your employment is not for a fixed term and is not of a temporary nature. It may be terminated by notice, as set out in this clause (or, where we are justified in so doing, for example as a result of gross misconduct, without notice and without making payment in lieu of notice).
- 13.2. Termination of a Client Assignment does not terminate your contract of employment.
- 13.3. You may not terminate your employment until any current Client Assignment can also be lawfully terminated by us. You may not terminate a Client Assignment without also terminating your contract of employment, without our written agreement. Subject thereto, this employment may be terminated by written notice as follows:
 - 13.3.1. During the first month, either by you or by us with immediate effect
 - 13.3.2. Until you have achieved two years continuous employment, either (a) by you giving us one week's notice, or (b) by us giving you three weeks' notice
 - 13.3.3. Thereafter, either (a) by you giving us one week's notice, or (b) by us giving you notice of three weeks up to your fourth year of employment, plus one additional week for each year of continuous employment, up to a maximum of twelve (maximum notice twelve weeks notice if you have twelve years' service);
- 13.4. Your employment will automatically terminate, without any requirement for notice, if continuation of your employment would become unlawful, whether by reason of the expiry of any required work permit, or otherwise.
- 13.5. If on termination you have taken more or less than the amount of paid leave to which you are entitled (calculated to the date of termination), an adjustment calculated in accordance with the Working Time Regulations 1998 (as amended) will be made to your final pay.
- 13.6. On termination of your employment for whatever reason, you will forthwith return all property belonging to us or to any Client which is in your possession or under your control. You will if so required by us, confirm in writing that you have complied with your obligation under this term.

14. DATA PROTECTION AND PRIVACY

- 14.1. We are required by law to give you information about the personal data (including sensitive personal data / special category data) about you that we record, keep and process, and about the conditions under which we ensure our processing of such data is lawful.
- 14.2. This information is now contained in our Employee, Worker, and Freelance Contractor Data Protection and Privacy Notice. This notice is not contractual, and may be changed from time to time. A copy of the notice in force at the date of this contract is provided to you at the time of signing this contract.

15. HEALTH AND SAFETY

- 15.1. You must:
 - 15.1.1. familiarise yourself and comply at all times with all aspects of our Health and Safety policy, and with that of any Client on whose premises you are working;
 - 15.1.2. comply with the requirements of the Health and Safety at Work Act 1974 and all other current relevant safety legislation, regulations, laws, codes of practice, standards, and requirements imposed by any competent authority ('the Requirements');
 - 15.1.3. take responsible care for the health and safety of yourself and any other person who may be affected by your acts or omissions at work, as required by section 7 of that Act;
 - 15.1.4. as regards any duty imposed on us or on any other person by or under any relevant Requirement, cooperate with us or such other person so far as is necessary to enable that duty or requirement to be performed or complied with;
 - 15.1.5. not intentionally or recklessly interfere with or misuse anything provided in the interests of health, safety, or welfare in pursuance of any relevant statutory provisions; and.
 - 15.1.6. report any workplace near misses, injuries or accidents immediately or, in the case of incapacity, as soon as is reasonably practical.
- 15.2. Failure to comply with Health and Safety requirements is a serious matter, and may result in disciplinary action, including dismissal.

16. PREVENTION OF BRIBERY AND CORRUPTION

- 16.1. The Company takes a zero tolerance approach to bribery and corruption. You must comply with the applicable anti-bribery and corruption laws, and with any related policies and procedures of which we may notify you from time to time.
- 16.2. If you are offered a bribe, or if you are asked to make one, or if you suspect that any bribery or corruption has occurred or may occur, you must immediately report to the Compliance Officer or a director. Failure to do so will be treated as a disciplinary matter and may result in the immediate termination of your employment.

17. PREVENTION OF THE FACILITATION OF TAX EVASION

- 17.1. The Company takes a zero tolerance approach to tax evasion. You must not engage in any form of facilitating tax evasion, whether under UK law or under the law of any foreign country.
- 17.2. You must immediately report to the Compliance Officer or a director any request or demand from a third party to facilitate the evasion of tax, or any concerns that such a request or demand may have been made. Failure to do so will be treated as a disciplinary matter and may result in the immediate termination of your employment.

18. COMPLIANCE WITH ALL OTHER APPLICABLE LAWS

- 18.1. In addition to the specific requirements for compliance elsewhere in this Agreement, you expressly agree that you will at all times comply with all other applicable laws, statutes, regulations and codes from time to time in force.

19. OTHER OBLIGATIONS OF EMPLOYEE

- 19.1. **Staff Handbook**

The Company may publish a Staff Handbook containing detailed information about the Company's procedures and policies. If the Company does so, you will be required to familiarise yourself with its content, keep up to date with any changes, and generally to abide by its provisions. If you are uncertain on any point contained in the Staff Handbook, you should discuss it with a Director. The Staff Handbook (when published) is not contractual, and the Company may change it from time to time.
- 19.2. **Vehicles**

If you provide a vehicle for commuting or for use in connection with your work, you must ensure that your motor insurance includes the use of the vehicle for commuting and (where applicable) for business purposes, and you must on request provide us with a copy of your insurance certificate.
- 19.3. **Integrity**

You must maintain the highest standards of honesty and fair dealing in your work.
- 19.4. **Warranty**

You warrant that you are not subject to any restriction (whether contractual or otherwise) which might restrict you from fully performing any of the duties of your employment.
- 19.5. **Criminal charges**

If you at any time have a Criminal Charge laid against you, or if you receive a summons to appear in the Magistrates Court (other than as a witness, in domestic proceedings, or for a Road Traffic offence where the Court has no power to order endorsement of your driving licence) you must disclose it to us immediately. If you have had such a conviction in the past (other than a conviction which is 'spent' within the meaning of the Rehabilitation of Offenders Act) you must do likewise;
- 19.6. **Other work**
 - 19.6.1. You must devote the whole of your time, attention and abilities during your normal working hours on a Client Assignment to your duties under this Contract of Employment, and you may not under any circumstances during those hours whether directly or indirectly, undertake any other duties, of whatever kind;
 - 19.6.2. If you identify an opportunity of new business for us in the form of a suitable Client Assignment for you to perform, you will refer it to us, in accordance with clause 1.3.8.
 - 19.6.3. We do not seek to restrict what you do outside your normal working hours. However, to ensure we at all times have accurate up to date information as to your ongoing availability for work, you must notify us before taking any employment with a third party, or engaging in any way in any other business activity, and keep us informed on an ongoing basis of any periods during which you are committed to such other employment or business activity.
- 19.7. **Working Clothing**

You must provide yourself with suitable working clothing and ensure that your personal presentation is excellent at all times when you may come into contact with Clients of ours; any protective clothing or equipment which may be necessary to minimise risks to your health or safety will be provided without charge.
- 19.8. **Property**

- 19.8.1. If any property is issued to you by us or by a Client in connection with the performance of your duties under this Agreement, you will use it for no other purpose, take all proper care of it, ensure that at all times it is adequately insured, under no circumstances seek to exercise any lien on such property, and return it at the end of your employment (earlier, if so required) in good serviceable condition, fair wear and tear only excepted.
- 19.8.2. All property of yours shall be at your risk at all times and we shall not be liable for any loss or damage to it, however such loss or damage may be caused.

20. GENERAL

- 20.1. **Status**
it is not the intention of either of us that you should be or become an employee of any Client for whom you may perform a Client Assignment.
- 20.2. **Collective Agreements**
No collective agreement will apply to your employment with the company.
- 20.3. **Training**
There is no entitlement to training to be provided by us, or which you are required to complete; and there is no other training which you are required to complete that we will not bear the cost of.
- 20.4. **Other benefits**
There are no other benefits to be provided by us to which you are entitled as a result of your employment.
- 20.5. **Conduct of Employment Agencies and Employment businesses Regulations 2003**
Where these regulations apply to us in relation to an Assignment, our capacity will be that of an employment business. If we contract at your request with an employment business for the provision of your services, you confirm that you wish to Opt Out of the regulations where it is legally permissible to do so³, and you authorise us to notify the employment business of such agreement between us. You should complete the Conduct Regulations Opt Out Agreement at Annex E of this contract of employment if you wish to opt out of the Conduct Regulations.
- If you do not wish to opt out of the Conduct Regulations, you do not need to complete the Conduct Regulations Opt Out Agreement at Annex E. If you opt out and later wish to opt back into the Conduct Regulations in the future, you must notify the Company in writing (including by email). You and the Company cannot change their Conduct Regulations status part way through an Assignment, so any request to opt back into the Conduct Regulations will not take effect until the end of that Assignment (if you are working on an Assignment at the time the request to opt back into the Conduct Regulations is made).
- 20.6. **Governing Law**
This contract is governed by the laws of England and Wales and any questions arising shall be dealt with by the courts of England and Wales.
- 20.7. **Severance**
If any term of this Agreement is held by any court or other competent authority to be wholly or partially void, invalid, or unenforceable, such term shall be severed from the body of these terms (which shall continue to be valid and enforceable to the fullest extent permitted by Law).
- 20.8. **Our right to change these conditions**
We reserve the right to make reasonable changes to any of these terms and conditions of employment. Not less than one month's written notice of any significant changes may be given by way of an individual notice or a general notice to all employees. Such changes will be deemed to be accepted unless you notify us of any objection in writing before the expiry of the notice period.
- 20.9. **Notices**
Any notice pursuant to this contract shall be given in writing (excluding email), provided that notices
- 20.9.1. from us to you may be given by email to the most recent email address provided to us by you, and shall be deemed received forthwith upon sending unless notice of rejection is received from your email provider
- 20.9.2. from you to us may be given by electronic message *via* our website when you are logged in on your portal, and shall be deemed received forthwith upon sending unless you are notified of non-acceptance by the website.
- 20.10. **Electronic signatures**
- 20.10.1. This Agreement and/or your Employee Assignment Schedule may be signed by electronic signature (whatever the form the electronic signature takes), and that such method of signature shall be equally conclusive of the intention of each of us to be bound by its terms and conditions as if signed with manuscript signatures.

³ There can be no opt out where the worker 'is or would be involved in working or attending any person who is under the age of 18, or who, by reason of age, infirmity or any other circumstance, is in need of care or attention'.

20.10.2. Notwithstanding that this Agreement and/or your Employee Assignment Schedule may have been signed by a form of electronic signature, and save in case of changes pursuant to clause 20.8 above, no addition, amendment to, or modification or discharge of, this Agreement and/or your Employee Assignment Schedule shall be effective otherwise than in writing on paper and signed with the manuscript signature of each party (in our case, by a director on our behalf), and no additional or modified terms may be implied by any other actions of you or the Company.

20.11. Entire Agreement

20.11.1. This Agreement and your current Employee Assignment Schedule together are intended to fully reflect the intentions and expectations of both parties as to our future dealings, and (in the event of any dispute regarding your engagement by the Company) shall be regarded as a true, accurate and exhaustive record of the terms on which we have agreed to enter into a relationship; together, they contain and constitute the entire understanding between us, and supersede any prior arrangements relating to your employment (which shall be deemed to have been discharged by mutual consent).

20.11.2. In case of conflict, this Agreement has priority over your Employee Assignment Schedule.

20.11.3. You confirm that you have read and understood the contents of this document and have had the opportunity to take advice where necessary.

Signed:

Nurideen Musah (Manager) (for and on behalf of the employer)	[DATE] Date
[NAME] (for employee)	[DATE] Date

Annex A. Working time election form

(Not applicable, if you are a Mobile Worker working in operations that are subject to EU Drivers Hours Rules, or are working in an industry to which other special rules apply)

Please tick one of the boxes below and sign and date this form, and return it to Knightsbridge AMS Limited

I **wish to opt-out** of the 48-hour working week restriction under the Working Time Regulations 1998.

You may terminate this agreement by giving 3 months' written notice at any time.

I **do not** wish to opt-out of the 48-hour working week restriction under the Working Time Regulations 1998. I agree to keep you informed of all hours that I work for third parties, so that you can comply with your own obligations and ensure that you do not offer work which would result in me working for more than 48 hours in any week.

Signed:

[NAME]

Print name:

[DATE]

Dated:

Annex B. Knightsbridge AMS Limited - Disciplinary and Grievance Procedures
(based on ACAS Code of Practice on Disciplinary and Grievance Procedures 2015. These are the procedures in force at the date of this contract. They are not contractual, and we reserve the right to depart from them at our discretion, and/or to change them from time to time.)

Disciplinary Procedure

1. Purpose and scope

The organisation's aim is to encourage improvement in individual conduct or performance. This procedure sets out the action which will be taken when disciplinary rules are breached.

2. Principles

The procedure is designed to establish the facts quickly and to deal consistently with disciplinary issues. No disciplinary action will be taken until the matter has been fully investigated.

At every stage employees will be informed in writing of what is alleged and have the opportunity to state their case at a disciplinary meeting and be represented or accompanied, if they wish, by a trade union representative or a work colleague.

An employee has the right to appeal against any disciplinary penalty.

3. The Procedure

Stage 1 – first warning

If conduct or performance is unsatisfactory, the employee will be given a written warning or performance note. Such warnings will be recorded, but disregarded after 12 months of satisfactory service. The employee will also be informed that a final written warning may be considered if there is no sustained satisfactory improvement or change. (Where the first offence is sufficiently serious, for example because it is having, or is likely to have, a serious harmful effect on the organisation, it may be justifiable to move directly to a final written warning.)

Stage 2 – final written warning

If the offence is serious, or there is no improvement in standards, or if a further offence of a similar kind occurs, a final written warning will be given which will include the reason for the warning and a note that if no improvement results within a specified period, action at Stage 3 will be taken.

Stage 3 – dismissal or action short of dismissal

If the conduct or performance has failed to improve, the employee may suffer demotion, disciplinary transfer, loss of seniority (as allowed in the contract) or dismissal.

Gross misconduct

If, after investigation, it is confirmed that an employee has committed an offence of the following nature (the list is not exhaustive), the normal consequence will be dismissal without notice or payment in lieu of notice:

- theft, damage to property, fraud, incapacity for work due to being under the influence of alcohol or illegal drugs, physical violence, bullying and gross insubordination.

While the alleged gross misconduct is being investigated, the employee may be suspended, during which time he or she will be paid their normal pay rate. Any decision to dismiss will be taken by the employer only after full investigation.

Appeals

An employee who wishes to appeal against any disciplinary decision must do so to the named person in the organisation within five working days. The employer will hear the appeal and decide the case as impartially as possible.

Grievance Procedure

Dealing with grievances informally

If you have a grievance or complaint to do with your work or the people you work with you should, wherever possible, start by talking it over with your manager. You may be able to agree a solution informally between you,

Formal grievance

If the matter is serious and/or you wish to raise the matter formally you should set out the grievance in writing to your manager. You should stick to the facts and avoid language that is insulting or abusive.

Where your grievance is against your manager and you feel unable to approach him or her you should talk to another manager or a director.

Grievance hearing

Your manager will call you to a meeting, normally within five days, to discuss your grievance. You have the right to be accompanied by a colleague or trade union representative at this meeting if you make a reasonable request.

After the meeting the manager will give you a decision in writing, normally within 24 hours.

Appeal

If you are unhappy with your manager's decision and you wish to appeal you should let your manager know.

You will be invited to an appeal meeting, normally within five days, and your appeal will be heard by a more senior manager (or a director). You have the right to be accompanied by a colleague or trade union representative at this meeting if you make a reasonable request.

After the meeting the manager (or a director) will give you a decision, normally within 24 hours. The manager's (or a director's) decision is final.

Annex C. Annual leave pay advances form

To Knightsbridge AMS Limited:

I understand that

- all employees have a statutory entitlement to paid annual leave, and
- unless I request otherwise, you will set aside a reserve fund, so that it is available for pay during annual leave, and
- alternatively, you are willing on my request to make advances against my paid leave entitlement each time you pay me, in which case
 - o such advances will be shown as such on my payslip, and
 - o such advances shall be treated as repaid by deduction or set off from pay during annual leave, with my consent, as and when I take such leave.

To indicate your preference, please tick ONE of the boxes below, sign and date this form, and return it to Knightsbridge AMS Limited:

EITHER

- I wish you to set aside such a reserve fund, so that it is available for pay during annual leave.

OR

- I request you to make advances to me of my paid leave entitlement each time you pay me, and agree that such advances shall be treated as repaid by deduction or set off from pay during annual leave, with my consent, as and when I take such leave. I understand that repayment of these advances will result in no net sums being actually received by me during annual leave. I understand that I have the right at any time to ask you to cease making such advances to me.

.....

(signed)

[NAME]

(print name)

[DATE]

(date)

Please note that your contract clearly states that any accrued entitlement for holiday must be taken within the holiday year, as stated within the employment contract, or at termination of the contract, whichever occurs first.

We shall at all times remind you to take any unused holiday prior to the holiday year end.

**Annex D. Knightsbridge AMS Limited - Employee, Worker, and Freelance Contractor Data Protection and Privacy
Notice
(May 2019)**

The attached Employee, Worker, and Freelance Contractor Data Protection and Privacy Notice is not contractual, and Knightsbridge AMS Limited may change it from time to time.

Please sign and date this form to acknowledge receipt of this Employee, Worker, and Freelance Contractor Data Protection and Privacy Notice (May 2019 edition), and return it to Knightsbridge AMS Limited.

(signed)

[NAME]

(print name)

[DATE]

(date)

Annex E. Conduct of Employment Agencies and Employment businesses Regulations 2003
(This form is not contractual, and you may notify us of changes to your preference at any time)

Notes:

These regulations are there to give added protection to workers who, like you, are working through agencies ('Employment businesses'). Unless you will be working with children or other vulnerable people, you have the right to choose to opt out of these regulations; if you do,

- we will support your decision, and will tell the agency that you and we have jointly agreed to opt out

- as between (a) you and us, and (b) the agency, the regulations will not apply for that Assignment.

Some agencies may prefer that you opt out, but they cannot legally insist that you to do so – it is your own free choice.

If you opt out of these regulations, our contract with the Agency for your services may include restrictions legally binding on you and affecting your future dealings with the End-Client, which you must comply with.

If you have previously opted out, you have the right to change your mind, and to tell us that you wish to opt back in for the next assignment.

To indicate your preference, please tick ONE of the boxes below, sign and date this form, and return it to Mutual Group Limited:

To Mutual Group Limited:

EITHER

I wish to OPT OUT of these regulations

OR

I DO NOT wish to OPT OUT of these regulations

and (in either case) I authorise you to notify my choice to any Employment business with whom you are contracting for an engagement to be performed by me..

I understand that I can change my mind and give you a fresh instruction at any time, although that fresh instruction will not take effect until I finish working in my current role.

.....
(signed)

.....
(print name)

.....
(date)

NB: if you do not indicate a choice on this form, the default provisions of this Agreement provide that you choose to opt out.