



CONTRACT OF EMPLOYMENT

KPPES Ltd.

Terms and Conditions

DEFINITIONS

- Agency:** A third party, comprising either an employment business or agency or other business, and who is the party with whom the Company enters into a Contract.
- Assignment:** The period during which you are engaged to provide services to the Agency or End User.
- Assignment Rate:** The hourly or daily rate the Agency or End User pays to the Company for your time on Assignment.
- Assignment Schedule:** A record of the details of a particular Assignment which will be provided to you separately for each Assignment.
- End User:** Any third party other than an Agency for whom or at whose premises the Services are performed e.g. a school, hospital or building site.
- Company:** KPPES Ltd. of Unit 3, Morris Park, 37 Rosyth Road, Glasgow, G5 0YE.
- Processing Margin:** Commission levied on the Assignment Rate.
- Company Deductions:** Applicable employment costs deducted by the Company from the Assignment Rate including Employer's National Insurance Contributions, Apprenticeship Levy, Employer's Pension Contributions and Holiday Pay.
- Services:** The services specified in an Assignment for the Agency or End User.

You are employed by the Company and you will be assigned to provide services to an Agency or an End User from time to time.

These Terms and Conditions give details of the terms and conditions upon which you are employed by the Company. Further terms of your employment are set out in your Statement of Employment Particulars which you will find on your online account. Further information about your employment is also contained within the Employee Handbook (a copy of which is available from your online account), but the contents of the Employee Handbook are non contractual unless otherwise specified.

1 JOB TITLE AND DUTIES

- 1.1 You are employed by the Company with effect from the Commencement Date.
- 1.2 The Company or Agency will assign you from time to time to carry out the Services for End Users. In doing so, you agree to work under the direction of the End User at the premises where you are assigned to work from time to time and you must comply with all the Company's reasonable instructions, rules, regulations and policies from time to time in force. You are obliged to comply with any rules and instructions which the End User may ask you to observe whilst working in any premises to which you may be assigned by the Agency or the Company. Whilst on Assignment you must co-operate with the Agency or End User and its or their employees and other workers at all times.
- 1.3 You must conduct yourself at all times in a professional manner and you must not engage in any conduct detrimental to the interests of the Company, the Agency or the End User. The Company may terminate your employment immediately, without notice, if you are, at any time, in the Company's reasonable opinion, guilty of dishonesty or other gross misconduct or gross incompetence or wilful neglect of duty, or you commit any other serious breach of this Agreement. Examples of gross misconduct can be found in the Company's Disciplinary Policy.
- 1.4 You must immediately disclose to the Company any allegations of misconduct made against you, including by the Agency, End User or any governing body.
- 1.5 Details of any Assignment offered to and accepted by you including the rate of pay and location will be provided to you by the Company or the Agency in advance of the commencement of the Assignment or, where that is not reasonably practicable, as soon as possible thereafter. You have no normal place of work and are instead required to work at such locations that are set out in the Assignment Schedule (or are otherwise communicated to you) in relation to each Assignment. Your duties and the rate of pay may vary from Assignment to Assignment or during the duration of any Assignment undertaken by you. You will always be informed of any variation.
- 1.6 Any difficulties or problems you may have in relation to an Assignment must be reported to the Company and the Agency.
- 1.7 The Company can terminate an Assignment at any time and there is no obligation upon the Company to provide you with any notice of termination of an Assignment. The Company shall not be liable to you for damages or compensation of any kind save for remuneration accrued prior to the date of such termination. The length of any Assignment can never be guaranteed. At the End User's instigation the Agency may instruct you to end an Assignment with an End User at any time and in such circumstances the Agency shall not be liable to you for damages or compensation of any kind. Both the Agency and you have the right to end an Assignment at any time without notice or liability.
- 1.8 You confirm that all the information supplied by you to us is true, accurate, complete and not misleading (including any written information on which we have relied) and that you have the necessary skills, qualifications, training and experience required to execute each Assignment on our behalf or which are required by law or by any professional body. You shall, if required by us, provide satisfactory proof of the necessary skills, qualifications, training and experience. In the event that you do not provide any such proof, we shall be entitled (but not obliged) to terminate the relevant Assignment in accordance with clause 1.7.
- 1.9 You agree that, in the periods between Assignments, you will:
- (a) (i) report to our offices within 14 days of a request to do so, and
(ii) if not specifically requested to do so, report regularly to our offices by telephone or in writing in order to notify us as to your availability for Assignments;
 - (b) within 14 days of a written request from the Company, provide to the Company written details of all training which you have undertaken in the 12 months preceding the request which is relevant to your role;
 - (c) within 14 days of a written request from the Company, provide to the Company copies of all certificates/relevant documents which detail your academic and/or vocational qualifications which are relevant to your role;
 - (d) inform us within a reasonable period of time (and in any event not later than within 14 days) of any oral or written request which is directed to you by an Agency or End User for you to carry out an Assignment;

(e) inform us if you require our assistance to secure Assignments. The Company will assist you to secure another Assignment.

1.10 You agree that at all times during the period of your employment (including in the periods between Assignments), you will comply with all appropriate requirements for continued professional development and/or training which apply to your role. You are obliged (both during and outside any period of Assignment) to inform us if you have failed to complete any necessary training as required.

1.11 You agree that during the period of your employment you will not engage or be involved in any other business or activity unless the Company has given permission for such work.

2 COMMENCEMENT OF EMPLOYMENT

Your period of continuous employment with the Company will commence on the date set out in your Statement of Employment Particulars which you will find on your online account ("Employment Start Date"). No employment with a previous employer counts as part of your period of continuous employment with the Company except as a result of the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE"). Any contract of employment or engagement which was previously issued to you by the Company will cease to have effect on the Employment Start Date if such contract had not already been terminated. This document will supersede any previous contract, whether of employment or for services.

3 REMUNERATION

3.1 Whilst on Assignment, you will be entitled to be paid for the hours that you work. The Assignment Rate is not the rate you are entitled to receive. Your minimum basic hourly rate will be the prevailing rate of the National Living Wage per hour worked. You may be eligible for a bonus under the terms of a particular assignment. If you are eligible for a bonus, details will be provided in the relevant Assignment Schedule. The Company will retain its Processing Margin and subtract the Company Deductions from the Assignment Rate and will then make payment to you subject to the remainder of this clause 3.1. For further information on how your take-home pay will be calculated, please refer to the Remuneration section of your Statement of Employment Particulars which you will find on your online account. Where you are eligible to participate in the Company's Expenses Policy your pay will be calculated in accordance with the rules of the Company's Expenses Policy. Your Pay Advice Slip will show details of the Processing Margin, the Company Deductions and any expenses which have been paid. Payment will be made as agreed in relation to each Assignment, for example either weekly or monthly in arrears directly into your bank account subject to deduction of tax and National Insurance in respect of hours worked in the preceding week/month. Payment may be delayed or not made if you fail to comply with the provisions regarding timesheets in clause 3.2. You have no entitlement to pay in respect of any period when you are not on Assignment.

3.2 Whilst on Assignment you are required to record your hours of work in accordance with the terms in your Assignment Schedule (this will be on a weekly/bi-weekly or monthly basis). You must also record your hours of work on a timesheet which must be verified and signed by the Agency or End User and submitted to the Agency by the deadline set by the Agency. You must also be able to provide upon request by the Company, a copy of the verified timesheet(s) to us. Any fraudulent use of timesheet information will be dealt with in line with the Company's Disciplinary Policy which is set out in the Employee Handbook and is likely to result in payment under clause 3.1 being delayed or not made.

3.3 For the purposes of the Employment Rights Act 1996, sections 13-27, you agree that the Company may deduct from your remuneration any sums due from you to the Company including, without limitation, your pension contributions (if any), any overpayments, loans or advances made to you by the Company or any sums arising out of TUPE.

4 EXPENSES

You will be reimbursed for expenses provided such expenses are payable in terms of the Company's Expenses Policy and have been agreed at the commencement of the Assignment.

5 HOURS OF WORK

- 5.1 The Company undertakes at all times during the currency of this contract to use reasonable endeavours to allocate you to suitable Assignments and as a minimum guarantees that you will be offered at least 336 hours of work on Assignment over the course of any full 12 month period commencing on the Commencement Date paid at a rate at least equivalent to the then current National Minimum Wage. For part-time employees and those with irregular hours the guarantee shall be pro rated based upon full-time work of 35 hours per week. For the avoidance of doubt there is no entitlement to any particular number of hours of work on Assignment in any particular period shorter than 12 months. The provisions of the Apportionment Act 1870 shall not apply to this contract. Save as provided for herein the Company does not guarantee that there will always be a suitable Assignment to which you can be allocated. You acknowledge that there may be periods when no work is available for you. In such circumstances the Company has no obligation to pay you when you are not carrying out work or on an Assignment. You are obliged to work when required by the Company and you may not unreasonably decline any Assignments offered to you. If you do not work when required to do so by the Company, without good cause, the Company shall be entitled to terminate your employment with immediate effect.
- 5.2 Your hours of work will vary from Assignment to Assignment according to the requirements of the Agency or End User and you will be required to work on such days and at such times as agreed between you and the Agency or End User from time to time in accordance with their needs or operational requirements. The anticipated hours and days of work for a particular Assignment will be set out in your Assignment Schedule. Your total working hours will generally be 35 hours per week unless your Assignment Schedule or the End User advise you otherwise. It is a condition of your employment that you must present yourself for work with the Agency or End User during the times specified by the Agency or End User.
- 5.3 You agree to work hours which exceed the maximum average weekly working time limit of 48 hours imposed by the Working Time Regulations 1998. You may withdraw your agreement on giving to the Company three months' prior written notice.
- 5.4 Unless otherwise stated, overtime will be paid at normal rate of pay. Variations to overtime may occur based on a specific Assignment, in which case, the overtime rate of pay will be found in the Assignment Schedule.
- 5.5 You should inform the Agency immediately, if for any reason the End User changes your working hours (whether by duration or timing) or the nature of your duties. If an End User offers you further Assignments of any kind, we do ask that you inform the Agency. If the End User wishes to engage you either directly or via a third party, the End User will be required to pay the Agency an introduction fee. You are requested to advise the Agency should any such approach be made.

6 NOTICE

- 6.1 If you wish to terminate your employment, you must give the Company one month's notice in writing.
- 6.2 The Company must give you the following periods of prior written notice to terminate your employment:
- (a) immediate notice if you have been continuously employed for less than one month; or
 - (b) one week's notice if you have been continuously employed for more than one month but less than 2 years; or
 - (c) two weeks' notice if you have been continuously employed for more than 2 years but less than three years with an additional week's notice for every year of continuous employment thereafter up to a maximum of 13 weeks' notice for 12 or more years of continuous employment; whichever is greater.
- 6.3 There is no guarantee that work will be available during any notice period.
- 6.4 You are obliged to work when required by the Company. You acknowledge that the Company may terminate your employment if, in the Company's sole discretionary opinion, you unreasonably refuse to undertake an Assignment offered to you. In particular, following the end of an Assignment you may be provided with information on potential future Assignments. If you do not accept a new Assignment within 4 weeks of the end of your last Assignment or if you fail to contact the Company within that period of time to confirm your availability for work, the Company may terminate your employment immediately. This 4 week period will be extended to 7 weeks where your failure to contact the Company occurs during the school summer holiday period in July and August.

- 6.5 The Company may terminate your employment with immediate effect and without notice in accordance with clause 14 hereof.

7 HOLIDAYS AND HOLIDAY PAY

- 7.1 You are entitled to the minimum period of annual leave as set out in the Working Time Regulations 1998, as amended from time to time. With effect from 01 April 2009, this is 5.6 weeks but subject to a maximum of 28 days in total. The Company's leave year runs from 01 September to 31 August.

- 7.2 Your holiday pay will be advanced ("rolled up") unless you request for it to be accrued.

7.2.1 Advanced ("Rolled up") Holiday Pay

A minimum of 12.07%, or such other percentage applicable to reflect changes in legislation, of each weekly/monthly payment that the Company makes to you is in respect of your entitlement to paid annual leave under the Working Time Regulations. This is essentially a pre-payment in respect of paid annual leave. For the avoidance of doubt, when you take holidays you will not receive any additional payment in respect of the leave actually taken as payment for such leave has been paid in advance at the rate of a minimum of 12.07%, or such other percentage applicable to reflect changes in legislation, of each payment made to you.

7.2.2 Accrued Holiday Pay

Entitlement to paid leave accrues in proportion to the amount of time worked continuously on Assignment during the leave year. The amount of payment to which you will be eligible in respect of periods of annual leave taken during the course of an Assignment(s) will be calculated in accordance with and paid in proportion to the number of hours/days worked on an Assignment(s). In the course of any Assignment, during the first leave year you are entitled to request leave at the rate of one twelfth of your total holiday entitlement in each month of the leave year. Where you wish to take any leave to which you are entitled, you should notify the Company in writing of the dates, two weeks prior to your intended absence. You are entitled to a maximum of 4 weeks paid leave per leave year or such other amount of leave as is dictated by legislation from time to time.

- 7.2.3 All entitlement to leave must be taken during the course of the leave year in which it accrues and any accrued but untaken holiday will be paid in lieu at termination of this contract, whichever occurs first. No holiday entitlement may be carried forward to the next leave year, except where you have been unable to take your entitlement due to being on statutory leave.

8 SICKNESS OR OTHER ABSENCE

- 8.1 If you are absent from work for any reason you must inform the Company as well as the Agency and End User as soon as possible and by 10:00am on each day of absence. Any absence due to sickness, injury or accident should be covered by a self-certification form and any sickness that continues for more than seven consecutive days (including weekends) must be covered with a medical certificate to cover that absence. If you remain absent from work, you must produce a medical certificate to cover the entire period while you are absent. The medical certificate must state the reason for the absence. If you follow these requirements you may be entitled to statutory sick pay ("SSP"). If you fail to follow these requirements you may lose any entitlement to SSP and be subject to disciplinary action in accordance with the Company's Disciplinary Policy.

- 8.2 The Company reserves the right to require you to undergo a medical examination at its expense conducted by a doctor nominated by the Company.

- 8.3 Providing you satisfy the qualifying conditions, you are also entitled to other forms of statutory leave such as maternity leave, paternity leave, shared parental leave, adoption leave and parental bereavement leave. For further information on all forms of statutory leave, please refer to your Statement of Employment Particulars which you will find on your online account.

9 CONFIDENTIALITY

- 9.1 During your employment with the Company, you may learn trade secrets or confidential information which relates to the Company, an Agency or End User. Unless you are required to do so in the proper performance of your duties, you must not:
- (a) divulge or communicate to any person;
 - (b) use for your own purposes or for any purposes other than those of the Company or, as appropriate, any Agency or End User; or
 - (c) cause any unauthorised disclosure, through any failure to exercise due care and attention, of; any trade secrets or confidential information relating to the Company or any Agency or End User. You must at all times use your best endeavours to prevent publication or disclosure of any trade secrets or confidential information. These restrictions apply both while you are employed by the Company, and after your employment terminates. The restrictions will cease to apply to any information which becomes generally available to the public, otherwise than through a failure by you to observe these restrictions.
- 9.2 The Company may require you to enter into a specific agreement in relation to confidentiality issues or in respect of any inventions or discoveries you may make during the course of an Assignment.

10 EMAIL AND COMPUTER USAGE

- 10.1 You must comply with the Company's Email, Internet and Computer Usage Policy, a copy of which can be found in the Employee Handbook.
- 10.2 In addition to your duty under clause 10.1, you have a duty to comply with any email, internet or computer usage policy in force at the Agency or End User and with which the Agency or End User requires you to observe whilst working on their premises. You must not, under any circumstances, connect IT equipment of any kind which does not belong to the Agency or End User to the Agency's or End User's equipment or IT network. A failure to adhere to this requirement could result in disciplinary action being taken against you in accordance with the Company's Disciplinary Policy.

11 INTELLECTUAL PROPERTY

The Company's Policy on Intellectual Property can be found in the Employee Handbook.

12 CRIMINAL RECORDS AND CRIMINAL CONVICTIONS

- 12.1 If you intend to work in an "Excepted Position" as defined in SN/HA/6441 in the House of Commons Library, entitled 'The Retention and Disclosure of Criminal Records', then by your acceptance of this contract you confirm that you have disclosed to the Company and the Agency details of any criminal record that you may have in accordance with the rules laid down by the Disclosure and Barring Service (DBS) in the 'DBS list of criminal offences that will never be filtered from a criminal record check', including any information held and capable of disclosure in the Police National Computer and the Police National Database. The Company and/or the Agency will apply to the Disclosure and Barring Service for a DBS 'enhanced with barred list criminal record check' Certificate. Failure to declare any information held and capable of disclosure by these organisations may result in the termination of your employment. If you intend to work in any position other than an "Excepted Position", then by your acceptance of this contract you confirm that you have disclosed to the Company and the Agency details of any criminal record that you may have including pending prosecutions, convictions, cautions and bind-overs, including those regarded as "spent". Failure to declare any pending prosecution or conviction, caution or bind-over, including those regarded as "spent" is an offence and may result in the termination of your employment.
- 12.2 At any time during your employment (including in periods when you are not on Assignment), in the event that you are arrested, prosecuted, or convicted of a criminal offence after the commencement of your employment you must immediately notify the Company and the Agency.

13 DATA PROTECTION

By signing this statement, you acknowledge and agree that the Company is permitted to hold personal information (including sensitive personal information) about you as part of its personnel and other business records, and that the Company may use such information in the course of its business but always in accordance with its privacy policy. You agree that the Company may disclose information about you to third parties if it considers that to do so is required for the proper conduct of the Company's business or that of any associated company.

14 ENTITLEMENT TO WORK

At any time during your employment (including in periods when you are not on Assignment) you must upon request provide the Company with all documentation giving you the Entitlement to Work in the United Kingdom. You are required to furnish the Company in advance of the expiration of your visa with proof of your application for a visa extension or renewal or whether you are leaving the UK. You must advise the Company immediately of any change in your Entitlement to Work status. You acknowledge that the Company has the right to contact the UK Border Agency should it be deemed necessary by the Company to confirm your Entitlement to Work and that the Company has the right to terminate your employment without notice should you fail to provide documentation requested by the Company and/or the UK Border Agency.

15 RETURN OF PROPERTY

You must upon request and, in any event, on the termination of your employment immediately return to the Company, the Agency or the End User (as appropriate) any property belonging to them which may be in your possession or under your control.

16 GRIEVANCE AND DISCIPLINARY MATTERS

- 16.1 The disciplinary rules which apply to you are contained in the Company's Disciplinary Policy which you should read and ensure you are familiar with. The Company's Disciplinary Policy can be found within the Employee Handbook.
- 16.2 If you have a grievance about your employment, you are entitled to raise a complaint by following the Company's Grievance Procedure. The Company's Grievance Procedure can be found within the Employee Handbook.
- 16.3 If you wish to raise a grievance about your employment or raise an appeal against any disciplinary action taken against you, please contact our Employee Care Team Leader in the first instance.
- 16.4 The Grievance Procedure and Disciplinary Policy are not contractually binding on the Company. The Company may alter them, or omit any or all of their stages, where it considers it appropriate.

17 HEALTH AND SAFETY

The Employee should comply with the Company's Health and Safety Policy whilst working under the Agency's or the End User's control. You must also comply with the Agency's and/or the End User's Health and Safety Policy and arrangements. A copy of the Company's Health and Safety Policy can be found within the Employee Handbook.

18 COLLECTIVE AGREEMENTS

There are no collective agreements which affect your terms of employment

19 CHANGES TO TERMS OF EMPLOYMENT

The Company reserves the right to amend your terms and conditions of employment in writing. You will be given not less than two week's written notice of any significant changes. You will be deemed to have accepted those changes unless you notify the Company of any objection in writing before the expiry of the notice period.

20 PREVIOUS CONTRACTS

Any contract of employment which was previously issued to you by the Company will cease to have any effect on the date upon which you commence work under this contract. This contract will supersede any previous contract, whether of employment or for services.

21 ELIGIBILITY TO WORK IN THE UK

You confirm that you are legally entitled to work in the United Kingdom. If the Company discovers that you do not have permission to live and work in the United Kingdom, or if your permission to do so is revoked, the Company will be entitled to terminate your employment immediately without giving you any notice or paying you in lieu of notice. The Company can do so in those circumstances without giving you any warning in terms of the Company's Disciplinary Procedure. The Company has an obligation under the Asylum and Immigration Act 1996 to validate its employees' eligibility to work in the UK. You must provide the Company with relevant documentation as requested.

22 AGENCY WORKER REGULATIONS

Nothing in this contract shall determine what (if any) rights you may have under the Agency Workers Regulations 2010. Any such rights will depend upon the application of those Regulations and the facts of each Assignment.

23 GOVERNING LAW AND JURISDICTION

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

23.2 Each party hereby submits to the exclusive jurisdiction of the English courts as regards any claim, dispute or matter arising out of or in connection with this Agreement and its implementation and effect.

Dated DD/MM/YYYY

Signed  (for and on behalf of the company)

Name Gary Walker – Director – KPPES Limited

I acknowledge that I have read and understood this Contract of Employment and I agree to be bound by all the terms contained therein.

Dated

Signed by (the employee)

Print name

Employee ID