

Key Portfolio Limited
TERMS AND CONDITIONS OF EMPLOYMENT

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DEFINITIONS

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| 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 at the Pay Rate, the temporary location and for the duration and purpose as specified in the relevant Contract. |
| Client End User | Any third party other than an Agency for whom or at whose premises the Services are performed. |
| Commencement Date | The date of commencement of the first Contract in relation to the provision of the Services by you. |
| Company | Key Portfolio Limited of Key House, 18 Seaward Place, Centurion Business Park, Glasgow G41 1HH. |
| Contract | The agreement between the Company and the Agency for the provision of the Services. |
| Fee | Such sum as may be specified from time to time in any Assignment schedule notified to you. |
| Services | The services specified in an Assignment for the Agency or End User. |

You are employed by the Company as one of its flexible employees and you will be assigned to provide services to an Agency or an End User from time to time. This document gives details of the terms and conditions upon which you are employed by the Company and it contains the initial employment particulars required by the Employment Rights Act 1996 section 1. Further relevant provisions are included in the Flexible Employee Handbook (*a copy of which is available on request*). These documents constitute the entire contract between you and the Company.

1 JOB TITLE AND DUTIES

- 1.1** You are employed by the Company as a flexible employee 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 to carry out those duties in a loyal and trustworthy manner. Whilst employed by the Company, 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.
- 1.3** Details of any Assignment offered to and accepted by you will be provided to you in advance of the commencement of the Assignment or, where that is not reasonably practicable, as soon as possible thereafter. Your duties and the rate of pay may vary from Assignment to Assignment or during the duration of any Assignment undertaken by you.
- 1.4** Any difficulties or problems you may have in relation to an Assignment must be reported to the Company.
- 1.5** You are required to complete the Assignment which is offered to and accepted by you. If you wish to terminate an Assignment, you must give the Company the requisite period of notice as specified in the Assignment schedule or, where there is no notice provision in the Assignment schedule, at least one month's notice. Termination of an Assignment is not termination of your employment by the Company or by you and does not affect the continuity of your employment.
- 1.6** Wherever possible the Company will endeavour to provide you with at least one week's notice where an Assignment is terminating. Such notice may be given verbally or in writing (*to include email*).

2 COMMENCEMENT OF EMPLOYMENT

- 2.1** Your period of continuous employment with the Company will commence on the date of your first Assignment after the date of acceptance by you of the agreement under which you agree to be employed under these terms and conditions of employment, or the date upon which you commenced employment with the Company under an earlier contract of employment with the Company provided you have not had any breaks in your period of continuous employment which would break your continuity of service in terms of the Employment Rights Act 1996. No employment with a previous employer counts as part of your period of continuous employment with the Company. Any contract of employment or engagement which was previously issued to you by the Company will cease to have effect on the date upon which you commence work under this contract. 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. Your rate of pay will at all times be no less than the current National Minimum Wage currently in force per hour worked. Enhanced hourly rates upon which your pay will be based may be applicable during specific Assignments and will be notified to you. 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. The Company will deduct the Fee from sums received from the Agency and will then make payment to you subject to the remainder of this Clause 3.1. Rates of pay may differ from one Assignment to another and you will be notified in advance of the specific rate applicable for each particular Assignment. Where overtime rates are applicable, you will be notified of this at the start of any Assignment. 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 time sheets 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. 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 Flexible 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.

4 EXPENSES

- 4.1 You will be reimbursed for any reasonable travel and other expenses provided such expenses are payable in terms of the Company's Expenses Policy.

5 HOURS OF WORK

- 5.1 The Company undertakes at all time 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 flexible employees 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. 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 assigned hours of work will vary according to the requirements of the End User. It is a condition of your employment that you work flexibly in accordance with these requirements. The Company will give you as much advance notice as is reasonably practicable of the hours you will be required to work.
- 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.

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;
 - (b) two weeks' notice if you have been continuously employed for more than one month but less than 2 years; or
 - (c) three 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.

7 HOLIDAYS AND HOLIDAY PAY

- 7.1 You are entitled to four weeks' annual leave per year in accordance with the Working Time Regulations 1998. Holiday pay will be rolled up and will be paid in your weekly/monthly salary payments on account of your entitlement to paid leave under the Working Time Regulations 1998. 8.33% 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 8.33% of each payment made to you.
- 7.2 Further details of the Company's policy on annual leave can be found in the Flexible Employee Handbook.

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 10am 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 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 conducted by a doctor nominated by the Company, at the Company's expense.

9 PENSION

- 9.1 You are entitled to participate in the Company's Pension Plan in accordance with the details of the scheme which we shall provide to you upon request.

10 CONFIDENTIALITY

- 10.1 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.

- 10.2 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.

11 EMAIL AND COMPUTER USAGE

- 11.1** You must comply with the Company's Email, Internet and Computer Usage Policy, a copy of which can be found in the Flexible Employee Handbook.
- 11.2** *[In addition to your duty under clause 13.1],* 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.

12 INVENTIONS AND OTHER WORKS

- 12.1** The Company's Policy on Inventions and Other Works can be found in the Flexible Employee Handbook.

13 CRIMINAL RECORDS AND CRIMINAL CONVICTIONS

- 13.1** By your acceptance of this contract you confirm that you have not been convicted of a criminal offence (*other than convictions which are spent in terms of the Rehabilitation of Offenders Act 1974, as amended*) and you agree that you will provide the Agency or End User with your consent to obtain a criminal records check should the Agency or End User require that at any time during your employment with the Company.
- 13.2** In the event that you are convicted of a criminal offence after the commencement of your employment you must immediately notify the Company of such conviction.

14 DATA PROTECTION

- 14.1** By signing this statement, you acknowledge and agree that the Company is permitted to hold 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. 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. This clause applies to information held, used or disclosed in any medium.

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 Flexible Employee Handbook.
- 16.2** If you have a grievance about your employment, you are entitled to raise a complaint in terms of the Company's Grievance Policy. The Company's Grievance Policy can be found within the Flexible Employee Handbook.
- 16.3** The grievance and disciplinary procedures 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 Flexible Employee Handbook.

18 COLLECTIVE AGREEMENTS

There are no collective agreements which affect your terms of employment.

19 CHANGES TO TERMS OF EMPLOYMENT

19.1 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 GOVERNING LAW AND JURISDICTION

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

22.2 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 [redacted] Signed by [redacted]
for and on behalf of the Company

I acknowledge that I have received a duplicate copy of this contract, I have read and understood it and I agree to be bound by all the terms contained in it.

Dated [redacted] Signed by [redacted]
the flexible employee