



PAYE Professional Employment Contract

Definitions and Interpretation

The following definitions should be used to interpret this Agreement.

- 1.1 The "Agreement" means this employment contract;
- 1.2 The "Assignment" means the period during which the Employee is engaged to provide Services to the Customer or Client;
- 1.3 The "Assignment Sheet" means written confirmation of the detail of a particular Assignment to be given to the Employee on acceptance of that Assignment;
- 1.4 The "Client" means any third party other than a Customer for whom or at whose premises the Services are performed;
- 1.5 The "Commencement Date" means the start date of employment which will be notified to the Employee by email separately to this Agreement subject to the Employee providing the Company with satisfactory evidence of the Employee's right to work in the UK;
- 1.6 The "Company" means Quest Pay Solutions NE Limited;
- 1.7 The "Customer" means 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;
- 1.8 The "Customer Agreement" means the agreement between the Company and the Customer to provide the Services to the Client;
- 1.9 The "Employee" means the individual who has printed and signed their name at the bottom of the Registration form.
- 1.10 "Incapacity" means sickness or injury leaving the Employee incapable of performing the Services;
- 1.11 "Intellectual Property Rights" means patents, rights to Inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.
- 1.12 "Inventions" means inventions, ideas and improvements, whether or not patentable, and whether or not recorded in any medium.
- 1.13 "National Minimum Wage" means the applicable rate under the National Minimum Wage Act 1998 and the

National Minimum Wage Regulations 2015.

- 1.14 The "Services" mean those services to be undertaken by the Employee as provided for in the Assignment Sheet;
- 1.15 "Week" means any period of seven days commencing on Sunday and ending with Saturday.
- 1.16 The masculine gender shall be taken to mean the feminine and the singular includes the plural and vice versa;
- 1.17 References to persons include corporate bodies.
- 1.18 The Company reserves the right to make reasonable changes to any of the Employee's terms of employment. The Employee will be notified in writing of any change as soon as possible.

2 Job Title, Place of Work and Duties

- 2.1 The Employee is employed by the Company with effect from the Commencement Date. No employment with a previous employer counts towards the Employee's period of continuous employment with the Company. No probationary period applies to the Employee's employment with the Company.
- 2.2 The Employee's job title in relation to any given Assignment shall be set out in the Assignment Sheet.
- 2.3 The Employee is required to complete the Assignment which is offered to and accepted by him except where he reasonable has a reasonable excuse. If the Employee wishes to terminate an Assignment, the Employee must give the Company at least one month's notice. Termination of an Assignment is not termination of the Employee's employment by the Company or by the Employee and does not affect the continuity of the Employee's employment.
- 2.4 Unless directed by the Company, or prevented by Incapacity, the Employee will devote his full time and abilities to the Services as required by the Company or Client.
- 2.5 Each Assignment may require the Employee to work at various locations within a reasonable distance of their home address. The Employee will be informed of the relevant hours of work for each Assignment when it is offered to him and the location and hours for each assignment will be contained in the relevant Assignment Sheet.
- 2.6 The Employee will not be required to work outside the UK for any continuous period of more than one month during the term of their employment.
- 2.7 The Employee shall take and comply with such other measures as may be reasonably necessary in respect of precautions for safeguarding all persons and property as may be affected by the performance of the Services.



- 2.8 This Agreement and the relevant Assignment Sheet replaces any previous arrangements (verbal or otherwise) relating to the terms of employment of the Employee by the Company.
- 2.9 In the event the Employee commences the Services without signing the Agreement then the Employee will be deemed to have accepted the terms of this Agreement.
- 2.10 The Employee has no permanent place of work and will be required to work at locations as notified from time by the Company. The Employee will report when instructed to the Company at Unit A, Telford Court, Chester Gates, Chester, CH1 6LT but will work from such Client premises as may be required from time to time.
- 2.11 The Company will help the Employee to source their next assignment at the end of an Assignment.
- 2.12 The Employee may be required to undertake training provided by Clients from time to time, including in relation to the Client's working practices and health and safety. Any compulsory training and/or training which the Employee must pay for will be set out in the Assignment Sheet.

3 Hours of Work

- 3.1 The Company undertakes at all time during the currency of this Agreement to use reasonable endeavours to allocate the Employee to suitable Assignments. Without prejudice to the Company's rights under clause 4, as a minimum guarantee the Employee will be offered at least 336 hours of work on Assignment over the course of any full 12 months' period commencing on the Commencement Date and each anniversary thereof paid at a rate at least equivalent to the National Minimum Wage rate in force from time to time. For part-time employees the guarantee shall be prorated. 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 Agreement. Save as provided for herein the Company does not guarantee that there will always be a suitable Assignment to which the Employee can be allocated. The Employee acknowledges that there may be periods when no work is available for the Employee. In such circumstances the Company has no obligation to pay the Employee when the Employee is not carrying out work or on an Assignment. The Employee is obliged to work when required by the Company. If the Employee does not work when required to do so by the Company, without good cause, the Company shall be entitled to terminate the Employee's employment with immediate effect.
- 3.2 The Employee's assigned hours of work will vary according to the requirements of the Client. It is a condition of the Employee's employment that the Employee works flexibly in accordance with these requirements. The Company will give the Employee as much advance notice as is reasonably practicable of the hours the Employee will be required to work and the hours of work for the Assignment will be set out in the relevant Assignment Sheet.

4 Duration and Notice

- 4.1 If the Employee wishes to terminate his employment, the Employee must give the Company one months' written notice. The Company will give the Employee notice in accordance with the current statutory minimum period of notice to terminate the Employee's employment, which is currently as follows: - one week, if the Employee has been continuously employed for at least one month, but less than two years; - after 2 complete years, one week for each complete year of continuous employment up to a maximum of 12 weeks' notice.

- 4.2 4.2. When the Employee is not on assignment he is obliged to contact the Company regularly to confirm his availability to undertake further Assignments. In the event that the Employee fails to contact the Company for any continuous period of four weeks following the end of his last Assignment the Employee expressly agrees that the Company may choose to treat this as notice of termination of his employment with immediate effect

5 Warranty The Employee warrants that they:

- 5.1 have read and understood this Agreement, and
- 5.2 have the correct qualifications and experience to provide the Services, and
- 5.3 have the legal right to work in the countries they are required to provide the Services, and have provided evidence of this to the Company in accordance with the Asylum and Immigration Act 1996, and
- 5.4 have made the Company aware of any convictions or pending court action that have or might result in a prison sentence; and
- 5.5 have made the Company aware of any Services undertaken for the Client prior to the Commencement Date, and
- 5.6 have no criminal record, and
- 5.7 have no alcohol or drug related problem, and
- 5.8 are willing to undergo a drugs test prior to or after the Commencement Date if required, and
- 5.9 will supply the name, address and telephone number of business referees covering the last 5 years if requested to do so by the Company, Client or Customer, and
- 5.10 shall abide by the Client's rules and regulations, and
- 5.11 shall immediately notify the Company of any complaints made by the Client about the Services, and PAYE Professional Employment Contract
- 5.12 understands that the Employee shall not be an agent of the Company or the Client or in any way represent himself as such and does not have the authority to sign any document whatsoever and will not hold himself out as having such authority on behalf of the Company; any documents or similar which are signed by the Employee will not legally bind the Company, and



- 5.13 has the right to use all software that he may utilise in connection with the Services and that such use does not infringe any third party property rights and that all necessary licences in connection with the use of the software have been purchased, and
- 5.14 will at all times have adequate motor vehicle insurance that covers business use if the Employee is utilising a motor vehicle in connection with the provision of Services to the Client, and
- 5.15 will not (during the term of this Agreement or any time thereafter) publicise or comment in the media on this Agreement, or the dealings of the Company or the Client without the express prior written approval of the Company, and
- 5.16 where instructed, will submit timesheets to the Company within 7 days of the end of the week, if weekly, or month, if monthly.

6 Remuneration

- 6.1 The Employee's pay in respect of work done on an Assignment will vary according to the rates which the Company agrees with Customers from time to time. The Employee will be paid at a rate at least equivalent to the relevant National Minimum Wage rate in force from time to time for each hour worked on an Assignment ("Basic Pay").
- 6.2 In addition, the Employee may be entitled to a bonus in respect of a particular Assignment. The amount of the Employee's bonus (if any) will vary from Assignment to Assignment and will depend on the "Assignment Rate" in force for the particular Assignment, the number of hours which the Employee has worked and other factors. The Assignment Rate is the total sum received by the Company from the Customer or Client in respect of an Assignment. It includes the Employee's Basic Pay and the Company's profit, as well as a payment on account of the employment costs (including Employer's National Insurance Contributions) which the Company must pay. For the avoidance of any doubt, the Assignment Rate is not the rate at which the Employee is entitled to be paid as it includes the other sums referred to above which will be retained by the Company before it pays the Employee's wages. Any bonus payable will be calculated by deducting from the Assignment Rate the Employee's Basic Pay, any employment costs, the Company's profit and any other relevant sums; the balance (if any) being the Employee's bonus. The Assignment Rate will be set out in the Employee's Assignment Sheet. To the extent that the amount of the Employee's wages in any given month exceeds the Employee's Basic Pay, the excess amount constitutes a bonus even if not separately identified as such on the Employee's payslip.
- 6.3 The Employee will be paid weekly (or such other frequency as set out in the Assignment Sheet) in arrears on or about the Friday of each week directly into the Employee's bank or building society account for the hours worked the previous week (or such other period set out in the Assignment Sheet).
- 6.4 The Employee shall keep a timesheet record of the hours spent performing the Services. The timesheet must show

the number of hours the Employee has worked each day and be signed by each of the Employee and the Client. Where instructed, the Employee must submit a copy of each timesheet to the Company. The Employee can only claim payments for hours worked that are supported by correctly completed timesheets. Original timesheets must be forwarded to the Customer.

- 6.5 The Company will pay the Employee for correctly submitted and authorised timesheet hours or days only.
- 6.6 The Company shall deduct from the Employee's pay any sums which it is required or authorised by law to deduct.
- 6.7 Any over-payment of pay by the Company to the Employee shall be recoverable from the Employee.
- 6.8 The Company will be entitled at any time during the term of this Agreement and/ or at its termination to deduct from any payment to the Employee any monies owed to the Company by the Employee. Failure by the Employee to fulfil the terms of the Agreement will entitle the Company to withhold any payments due to the Employee without prejudice to any other rights in law, which the Company may have against the Employee arising out of the breach of this Agreement.
- 6.9 The Employee is not currently entitled to any benefits during their employment.

7 Annual Leave

- 7.1 The Company's holiday year runs between 1st February and 31st January. The Employee is currently entitled to the equivalent of 5.6 weeks' paid holiday per year which must be taken within the holiday year. This entitlement includes public / bank holidays in England and Wales. If the Employee's employment starts or finishes part way through the holiday year, their holiday entitlement during that year shall be calculated on a pro-rata basis. The Employee's holiday entitlement may change from time to time in line with the Agency Workers Regulations 2010 ("AWR") once the Qualifying Period (as defined in the AWR) is met.
- 7.2 By default, the Company will roll up the Employee's holiday pay and make payments of holiday pay to the Employee each week (when the Employee is on an Assignment). These payments of holiday pay will be paid to the Employee in addition to their pay for work done. This is essentially a pre-payment in respect of paid annual leave. For the avoidance of doubt, when the Employee takes holidays they will not receive any additional payment in respect of the leave actually taken, because payment for such leave has been paid in advance. This payment will be identified separately on the Employee's payslip to clearly show the amount of holiday pay received.
- 7.3 The Company reserves the right to adjust the percentage of each payment which is made to the Employee in respect of entitlement to paid annual leave in the event that the Working Time Regulations 1998 are amended in the future.
- 7.4 Alternatively, if the Employee would prefer to have their holiday pay paid when they take annual leave, instead of



paid out to them in advance (rolled-up), the Company will pay the Employee holiday pay as and when the Employee actually takes their accrued holiday. The Employee should contact their Quest Pay Solutions Consultant if they would prefer to receive their holiday pay in this way and have not already informed the Company. On termination of employment, the Employee will be entitled to be paid in lieu of accrued but untaken holiday if they have chosen this option.

8 Other Leave

8.1 The Employee 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: (a) statutory maternity leave; (b) statutory paternity leave; (c) statutory adoption leave; (d) shared parental leave; and (e) parental bereavement leave.

8.2 Further details of such leave are available from the Employee's Quest Pay Solutions Consultant.

9 Pension

9.1 The Company will comply with its employer pension duties in accordance with Part 1 of the Pensions Act 2008. The Employee is eligible to be enrolled into the NEST pension scheme. Further details of the pension scheme are available from the Employee's Quest Pay Solutions Consultant.

10 Incapacity

10.1 In the event of the Employee's absence for whatever reason the Employee or someone on their behalf should contact the Company's Sales and Customer Service team as soon as possible before the normal starting time on the first day of the absence to inform them of the reason for the absence.

10.2 If the absence is due to sickness, and lasts for up to 7 days (including weekends) a self-certification form must be completed and sent to the Company as soon as possible. Copies of the form will be supplied to the Employee, or can be obtained from The Company's Sales and Customer Service team.

10.3 In respect of absences lasting more than 7 days, a medical certificate signed by the Employee's doctor stating the reason for the absence must be sent to the Company's Sales and Customer Service team. Further medical certificates should be sent thereafter as required, to ensure that the entire period of absence is duly covered by such certificates.

10.4 Provided that the Employee complies with the requirements of clauses 10.1 to 10.3 above and subject to the Employee satisfying the statutory criteria, the Company will pay statutory sick pay ("SSP") in accordance with the Government's statutory sick pay scheme.

10.5 For the purposes of the SSP scheme the agreed 'qualifying days' are those days when the Employee would normally have worked for the Company over the period of 12 weeks prior to the date of sickness.

11 Summary Termination

11.1 The Company may terminate this Agreement without notice (but without prejudice to any other remedy or remedies which the Company may have against the Employee) and the Employee will have no claim for notice pay or damages or otherwise against the Company if:

11.2 The Employee becomes the subject of a bankruptcy order or an Interim order under the insolvency Act 1986;

11.3 The Employee is convicted of any criminal offence (other than a road/traffic offence for which the penalty is other than imprisonment);

11.4 The Employee commits or is reasonably believed by the Company to have committed any act of dishonesty, gross misconduct or another act which may seriously affect his ability to discharge his duties;

11.5 The Employee does not pass a drugs test, if required, to the satisfaction of the Company, Client or Customer;

11.6 The Employee becomes guilty of any serious or persistent neglect in the discharge of his duties, or wilfully or persistently breaches any of the provisions of this Agreement;

11.7 The Employee commits any act or conducts himself in a manner, which brings the reputation of the Company, Customer or the Client into disrepute;

11.8 The Employee's references are, at any time, deemed unsuitable by the Company, Client or Customer;

11.9 The Client ceases trading or becomes insolvent or commits an act of bankruptcy or is dissolved or goes into liquidation or makes a voluntary arrangement with its creditors or has a receiver or administrator or manager appointed of any of its assets;

11.10 The Customer Agreement is terminated for any reason or within 30 days of the invoice date the Customer has not paid the Company.

12 Confidential Information

12.1 The Employee shall not use or disclose to any person either during or at any time after their employment with the Company any confidential information. For the purposes of this clause 12, confidential information means any information or matter about the business or affairs of the Company and any Client or Customer or any of its or their business contacts or about any other matters which may come to the Employee's knowledge in the course of their employment, and which is not in the public domain or which is in the public domain as a result of the Employee's breach of this agreement.

12.2 The Employee shall immediately notify the Company should he becomes aware of the possession, use or knowledge of any of the Confidential Information by any unauthorised person, whether during or after the term of this Agreement and shall provide such assistance as is reasonable to deal with such an event.



- 12.3 The Employee agrees to sign any confidentiality agreement provided to him by the Client in such form as the Client may reasonably require.
- 12.4 The restriction in clause 12.1 does not apply to: (a) prevent the Employee from making a protected disclosure within the meaning of section 43A of the Employment Rights Act 1996; or (b) use or disclosure that has been authorised by the Company, is required by law or by the Employee's employment.
- 12.5 All property, software and other materials supplied by the Client or that is created in providing the Service shall be and shall remain the property of the Client.

13 Intellectual Property Rights

- 13.1 The Employee shall give the Company full written details of all Inventions and of all works embodying Intellectual Property Rights made wholly or partially by him at any time during the course of his employment which relate to, or are reasonably capable of being used in, the business of the Company. The Employee acknowledges that all Intellectual Property Rights subsisting (or which may in the future subsist) in all such Inventions and works shall automatically, on creation, vest in the Company absolutely. To the extent that they do not vest automatically, the Employee holds them on trust for the Company. The Employee agrees promptly to execute all documents and do all acts as may, in the opinion of the Company, be necessary to give effect to this clause 13.1.
- 13.2 The Employee hereby irrevocably waives all moral rights under the Copyright, Designs and Patents Act 1988 (and all similar rights in other jurisdictions) which he has or will have in any existing or future works referred to in clause 13.1.

14 Grievance and Disciplinary Procedure

- 14.1 The Company's Grievance Policy and Disciplinary Procedure can be obtained from the Company's website or by email to the Employee's Quest Pay Solutions Consultant.
- 14.2 If the Employee wishes to appeal against a disciplinary decision they may apply in writing to their Quest Pay Solutions Consultant in accordance with the Company's Disciplinary Procedure.
- 14.3 The Company reserves the right to suspend the Employee with pay for no longer than is necessary to investigate any allegation of misconduct against them or so long as is otherwise reasonable while any disciplinary procedure against the Employee is outstanding.
- 14.4 If the Employee wishes to raise a grievance they may apply in writing to their Quest Pay Solutions Consultant in accordance with the Company's grievance procedure.

15 Data Protection

- 15.1 The company will collect and process information relating to the Employee in accordance with the privacy notice which is on the Company's website.

16 Collective Agreement

- 16.1 There is no collective agreement which directly affects the Employee's employment.

17 Entire Agreement

- 17.1 This Agreement sets out the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes and replaces all prior communications, representations, warranties, stipulations, undertakings and agreements whether oral or written between the parties and may not be varied except in writing as agreed between the parties. All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

- 17.2 The terms and conditions contained or referred to in this Agreement relating to the supply of the Services shall be to the exclusion of any terms and conditions submitted at any time whether printed or sent with any order form or otherwise.

18 Jurisdiction

- 18.1 This agreement shall be governed and construed in accordance with the laws of England and Wales. Each party hereby submits to the exclusive jurisdiction of the English courts as regards any claim, dispute or matter arising out of or in connection with this Agreement and its implementation and effect. The Employee acknowledges that he has received a copy of this Agreement and that they have read and understood the same and agree to be bound by all contractual terms contained in it. The Employee further agrees that he has checked that his address and payment details are accurate. You agree to the above terms and have received and agree to the terms of the contract of employment attached.

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Signed by the Employee

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Dated

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Signed on behalf of the Company