



STAFFING MATCH



Written Statement
2018

Staff Terms and Conditions of Employment

This Agreement and your Written Statement of Particulars of Employment set out the terms and conditions that govern your employment with the Company. Please read these terms carefully and sign and date at the bottom to indicate your acceptance of them.

1 Commencement and Term

- 1.1 Your employment will commence on the date set out in your offer letter and Statement of Particulars of Employment, which will be the start of your continuous employment for statutory purposes unless otherwise stated.
- 1.2 On the commencement of employment you will enter a probationary period of approximately 6 months. Your performance and ongoing employment will be reviewed during this period, following which the Company will either confirm that you have successfully completed your probationary period or extend it, if appropriate. During the probationary period, either you or the Company may terminate your employment for any reason not prohibited by law or Company policy with appropriate notice as specified in this Agreement.

2 Job Title and Place of Work

- 2.1 Your job title is set out in the Statement of Particulars of Employment, however you may be required to carry out such additional or alternative duties as may be necessary to meet the needs of the business from time to time.
- 2.2 Your normal place of work is stated in your Statement of Particulars of Employment. You accept that you may be required to relocate your normal place of work permanently to any other premises within a 25-mile radius of your normal place of work. You may also be required to travel both in the UK and abroad as may be necessary for the proper performance of your duties.
- 2.3 During the course of your employment, you may be required to work in the same or a similar capacity in any of the Company's and/or Client's sites, subsidiary or associated companies or locations within the United Kingdom on a temporary basis for the proper performance of your duties.

3 Remuneration & Benefits

- 3.1 Your initial basic salary per annum is stated on your Written Statement of Particulars and will accrue from day to day. The Company will pay your salary at the intervals set out in the Statement of Particulars of Employment. This will be monthly in arrears on or around the last day of the month. Payment will be via bank transfer and will be subject to deductions for PAYE, National Insurance Contributions and any other deductions the Company is required to make.
- 3.2 For the purposes of the Employment Rights Act 1996, you hereby authorise the Company to deduct from your salary, or any other sums due to you from the Company, any sums you owe the Company including but not limited to any overpayment of salary, holiday or sickness pay, or to reimburse the Company for any external training, course or qualification which it has been specifically agreed with you will be repaid in particular circumstances.
- 3.3 Your remuneration will be reviewed annually. Any increase will be at the Company's discretion and no salary increase can be guaranteed.

- 3.4 The Company may pay you at its absolute discretion and without any obligation a bonus and/or commission if you are employed in certain positions within the business. If you are eligible to receive a bonus and/or commission this will be communicated to you by your manager and will be subject to the terms of the bonus scheme from time to time. The Company expressly reserves the right to vary or amend the terms of any bonus and/or commission scheme, to withdraw the scheme and/or to deny you access to the scheme at any time and for any reason. Furthermore, if you are given the opportunity to take part in a bonus and/or commission scheme, you shall not be entitled to receive any payment under any such scheme if, on the date that the payment falls due to be paid, you are no longer employed by the Company or you are under notice of termination of employment (whether such notice has been instigated by you or the Company) or you are suspended from duty in accordance with Section 19 of this Agreement.
- 3.5 The Company will comply with the pension duties in respect of the Employee in accordance with Part 1 of the Pensions Act 2008. A contracting out certificate is not in force in respect of the Employee's engagement.
- 3.6 You will be automatically enrolled into the company Pension Scheme with NEST, 3 months from the date you join Staffing Match. Should you wish to join the Pension scheme earlier please email your request directly to Pensions@staffingmatch.co.uk

4 Hours of Work

- 4.1 Your normal hours of work are set out in your Statement of Particulars. However, you may be required to work such additional or alternative hours as may be necessary for the proper performance of your duties. Additional remuneration will not be paid nor time off in lieu allowed in respect of work done outside of your normal hours of work, except by prior arrangement.

5 Working Time Directive

- 5.1 For the purposes of calculating the average number of weekly working hours your working time shall only consist of those periods during which you are carrying out activities for the Company. Lunch breaks and time spent travelling to and from the Company's premises at the beginning and the end of the working day will not be working time for these purposes. If your role requires you to work on-call hours, where you are expected to be contactable and available for work, such time spent on call outside normal office hours will not be considered as working time, unless you remain on-call at a Company or Client premises.
- 5.2 The Company may have certain obligations to record your working time and you will be notified concerning the Company's procedures for recording such time. You are required to notify the Company of any time worked by you for any other person, firm, Company, business or other organisation at any time. The Company reserves the right to require full time employees to cease such additional work at its discretion.

6 Holiday Entitlement

- 6.1 All full time employees are entitled to 8 statutory days each year paid at basic salary rate.

Good Friday	Easter Monday	Christmas Day	Boxing Day
New Year's Day	First Monday (May)	Last Monday (May)	Last Monday
(August)			

Part-time employees will receive a pro rata allowance calculated individually. Paid

leave for additional public holidays to mark special occasions will be granted only at the Company's absolute discretion.

- 6.2 The Company reserves the right to require you to work on a public holiday, in return for which you shall be entitled to extra holiday, equal to the period worked, to be taken as agreed with the Company.
- 6.3 In situations where an employee is already absent due to sickness, maternity / paternity / parental / adoptive / dependency leave or some other reason there is no right to pay or accrual of public holidays subject to the Company meeting its statutory requirements.
- 6.4 In addition to paid leave, all full-time employees have a basic entitlement to paid holiday of up to 20 days per calendar year, rising to 24 after completing 5 years' service with the company (see table below). Part time employees will receive a pro rata allowance calculated individually.

No. of years' service	No. of days holidays per year
0-2 years	20 days
2 years	21 days
3 years	22 days
4 years	23 days
5 years and over	24 days

- 6.5 In addition to the above you will be given an extra days holiday for your birthday. This must be taken on the day of your birthday. Should your birthday fall on a weekend or a bank holiday you will able to take this holiday either side of the weekend or bank holiday. Should this day not be taken as stated, this day will be lost for that year.
- 6.6 Employees joining the Company are entitled to a number of days paid holiday during their first year of service, as determined by the following table:

Joining during or before first Week in	Jan	Feb	Mar	Apr	Ma y	Jun	July	Aug	Sep	Oct	Nov	De c
Holiday Entitlement	20	18.5	17	15	13.5	12	10	8.5	7	5	3.5	2

Part time employees receive a pro rata allowance calculated individually.

- 6.7 The holiday leave year is 1st January to 31st December yearly. Payment for all holidays is made on the basis of an employee's normal basic salary plus an average commission rate if applicable.

7 Requesting and Taking Paid Holiday

- 7.1 Holiday is to be taken at such times as shall be agreed in advance with your line manager. You must give reasonable notice of proposed holiday dates, which must be approved in advance with your manager. You must, except in exceptional circumstances, give at least two weeks' notice for holidays of two days or more. The

timing of annual leave may be critical in some departments and because of seasonal or other demands it may not be possible to allow you to take leave at certain times.

- 7.2 All holiday leave per annum should be taken by 31st December. Payment will not be made in lieu of holiday not taken except on termination of employment. Any holiday that is not taken by the end of the year will not be carried over and in event will be lost.
- 7.3 A limit of ten consecutive working days will normally be placed on any one period of annual leave. Any variation on this is regarded as exceptional and must be specifically agreed in writing by your line manager.

8 Unpaid Holiday

- 8.1 Unpaid holiday is normally not allowed, however in exceptional circumstances and on request, may be approved by your line manager. Where unpaid holiday is allowed, for whatever reason, the appropriate deduction will be made from the relevant or subsequent weeks' or months' pay at the prevailing rate of basic pay.

9 Holiday Pay Upon Termination of Employment

- 9.1 If, on termination of your employment, you have any accrued and untaken holiday the Company may either require you to take such holiday during your notice period or make you a payment in lieu. Any payment in lieu shall be calculated on the basis that each day of paid holiday is equivalent to 1/260 of your prevailing basic salary. The Company reserves the right to deduct payment for holidays taken in excess of holiday entitlement from the final payment of salary to be made to the employee.
- 9.2 Holiday entitlement upon termination will be calculated at the rate of 1/12 annual entitlement per completed month of service in the holiday year, plus 1/260 annual entitlement per completed working day during your final month of employment up to and including the date of termination, less total holiday already taken in the current leave year rounded up to the nearest half day.
- 9.3 Employees leaving the Company without being prepared to work their contractual notice period will have their holiday entitlement for the current holiday year calculated at the statutory minimum level of 2.333 days holiday per completed month of service, and 0.108 days per completed working day in your final month of service, including statutory days, rather than in accordance with the level stated in Section 6 of this Agreement.

10 Fidelity

- 10.1 You will at all times well and faithfully perform your duties for the Company and promote the Company's interests. You will at all times conform with the Company's reasonable instructions and will comply with all the Company's rules, regulations, policies and procedures in force from time to time.
- 10.2 You will devote your full time, attention and abilities to the Company's affairs during your working hours. Whether full time or part time, you may not without the Company's express written consent work for any other person, firm or company or have any business interest in a competing company. The Company will not unreasonably refuse such consent unless it seems to the Company that such other position competes with the Company's business or is likely to impair your ability to perform your duties or the ownership or the interest in another company or business is likely to impair your duties or that other company or business is a competitor of the Company.

11 Expenses

- 11.1 The Company will repay your reasonable expenses incurred necessarily and wholly in the performance of your duties subject to receiving receipts or other evidence of your expenditure.

12 Incapacity for Work and Sickness Pay

- 12.1 The Company is responsible for payment of Statutory Sick Pay (SSP) to most Employees for up to 28 weeks depending on compliance with legal and company eligibility criteria.
- 12.2 Details of notification requirements and attendance rules and standards are detailed in the company's procedures.

- 12.3 The Company reserves the right to ask you at any stage of absence to produce a medical certificate and/or to undergo a medical examination at the Company's expense.
- 12.4 In the event that the employee submits a Statement of Fitness for Work or similar medical evidence, which indicates that the employee may, subject to certain conditions, be fit to work/return to work, the Company will discuss this statement with the employee. The Company will then, in its absolute discretion determine how to act on the doctor's advice. In making such determination the Company may consult with the employee as appropriate to assess whether the conditions identified in the Statement or similar documentation can be satisfied. In such a case the employee's return to work may be subject to the employee agreeing to a variation of these Terms to accommodate any conditions identified.
- 12.5 In the event that you shall be incapable of attending to your duties by reason of injuries sustained wholly or partly as a result of actionable negligence, nuisance or breach of any statutory duty on the part of any third party, all payments of sick pay made to you by the Company shall to the extent that compensation is recoverable from the third party constitute loans by the Company to you which shall be repaid together with an amount equal to the tax and national insurance contributions payable on such payments when and to the extent that you recover compensation for loss of earnings from the third party by action or otherwise.

13 Termination of Employment

- 13.1 Your employment with the Company may be terminated:
- 13.1.1 by the Employee or Company without notice during your first month of service;
 - 13.1.2 by the Employee giving at least one month's notice following one month's service;
 - 13.1.3 by the Company giving at least one week's notice following one month's service and before confirmed satisfactory completion of the probationary process;
 - 13.1.4 by the Company giving at least one month's notice following confirmed satisfactory completion of the probationary process and up to 5 year's service and subsequently 1 week's notice for each complete year of service up to a maximum of 12 weeks notice after 12 years service.
 - 13.1.5 summarily by the Company without notice, compensation or payment in lieu of notice and without payment in lieu of untaken holiday entitlement in excess of statutory leave entitlement in the event of gross misconduct by the Employee.

14 Garden Leave

- 14.1 Despite any other provision in this agreement the Company is under no obligation to provide you with work and may (if either party serves notice to terminate your employment or if you purport to resign with immediate effect and the Company requires the due period of notice to be given) require you to perform:
- 14.1.1 only a specified part of your normal duties, and no others;
 - 14.1.2 such duties as it may reasonably require, and no others; or

14.1.3 no duties whatever; and

14.1.4 exclude you from any of its premises; ("Garden Leave")

14.2 During any period of Garden Leave you will:

14.2.1 remain an employee of the Company;

14.2.2 not (except as a representative of the Company or with the prior written approval of the Company) whether directly or indirectly, paid or unpaid be engaged or concerned in the conduct of any other actual or prospective business or profession or be or become an employee, agent, partner, consultant or director of any other company or firm or assist or have any financial interest in any other such business or profession;

14.2.3 not have any contact or communication with any client or customer, employee, officer, director, agent or consultant of the Company except such person(s) as the Company may direct;

14.2.4 keep the Company informed of your whereabouts so that you can be called upon to perform any appropriate duties as required by the Company;

14.2.5 continue to receive your salary and contractual benefits in the usual way; and

14.2.6 continue to be bound by your contractual and implied duties of good faith and fidelity.

15 Return of Company Equipment/Property

15.1 On termination of your employment for whatever reason, or at any time during your employment at the Company's request, you must return upon request to the Company all of the Company's equipment/property that may be in your possession or under your control, including, but not limited to, laptop, other computer equipment, mobile phone, keys, all documents (in hard or soft copy) relating to the Company, its Clients' or Employees, all notes and memoranda produced by you during your employment with the Company and any copies.

16 Intellectual Property

16.1 It will be part of your duties to consider how the products, services, processes, equipment or systems of the Company might be improved, promoted and marketed. Any invention, development, process, plan, design, formula, specification, programme or other matter whatsoever (collectively known hereafter as 'the Inventions') made, developed, learnt or discovered by you, either alone or in concert, whilst you are employed by the Company shall forthwith be disclosed to the Company and, subject to Section 39 the Patents Act 1977 and any succeeding statutory provision, shall belong to and be the absolute property of the Company or such subsidiary as it may designate.

16.2 The Company shall decide, in its sole discretion, whether and when to apply for patent, registered design or other protection in respect of the Inventions and reserves the right to work any of the Inventions as a secret process, in which event you shall observe the obligations relating to confidential information which are contained in this agreement.

16.3 Any patent rights expected as a result of work undertaken by you as part of your work are the property of the Company. The copyright in any material produced by you

relating to your employment with the Company rests with the Company. You undertake to provide the Company with every assistance in protecting the Company's intellectual property rights.

17 Confidential Information

- 17.1 You must not, except in the course of your duties or with the prior written consent of a director, at any time during the course of your employment with the Company or after its termination, disclose, reveal or use in any other manner, whether for your own purposes or for any purposes other than those of the Company, any Confidential Information which may come to your knowledge during or as a result of your employment and shall keep with complete secrecy all Confidential Information entrusted to you.
- 17.2 Confidential Information includes (without limitation): all and any information about business plans, methods of development, maturing new business opportunities, second tier supply arrangements or terms, sub-contract supply arrangements or terms, pay and charge rates, research and development projects, product formulae, processes, inventions, designs, discoveries or know-how, sales statistics, marketing surveys and plans, costs, profit or loss, prices and discount structures, the names, addresses and contact details of customers and potential customers or suppliers and potential suppliers (whether or not recorded in documentary form or on computer disk or tape) which the Company or an Associated Company reasonably regards as confidential;
- 17.3 If you are uncertain or in doubt as to whether or not any information is within the meaning of Confidential Information then such information is deemed to be Confidential Information and the continuing obligations referred to in this Section 17 will apply to such information.
- 17.4 You will not keep or reproduce any document containing or comprised of Confidential Information except in so far as it may be necessary to carry out your duties under this Agreement.
- 17.5 You will use all reasonable endeavours to procure that all other Company officers or Employees to whom any of the Confidential Information is disclosed will act in relation to such information in all respects as if such person had entered into an undertaking in the terms contained in this Section 17.
- 17.6 This restrictions contained in this Section 17 shall continue to apply after the termination of this Agreement without limit in point of time but shall cease to apply to information or knowledge which is ordered to be disclosed by a Court of competent jurisdiction or otherwise required to be disclosed by law or which comes into the public domain other than as a result of a breach by you of your obligations to the Company or any Associated Company.

18 Post-employment Restrictions (Restrictive Covenants)

- 18.1 The Employee will not without the prior written consent of the Company (such consent only to be withheld so far as may reasonably be necessary to protect the legitimate business interests of the Company) during the employment or for a period of 6 months from the termination date whether alone or jointly with or as shareholder, adviser, principal, partner, agent, employee, consultant or otherwise of the competing business, directly or indirectly:
- Solicit or canvass, or attempt to solicit or canvass, business from any Client with whom the employee dealt;

- Do business with, or otherwise deal with, any Customer or Prospective Customer of the Company at the termination date;
 - Endeavour to entice away from the Company any person who is employed by the Company at the termination date.
 - Interfere with the arrangements between the Company and any supplier, partner, agent, consultant or otherwise.
- 18.2 After the termination of your employment you will not hold yourself out as an employee of the employer or use the name of the employer or any name connected therewith for any purpose whatsoever.
- 18.3 Each of the restrictions in this Section 18 is intended to be separate and severable. In the event that any of the restrictions shall be held void but would be valid if part of the wording thereof were deleted, such restrictions shall apply with such deletion as may be necessary to make it valid and effective.
- 18.4 You agree and acknowledge that before entering into this Agreement you have had the opportunity to obtain independent legal advice on the restrictions in this Section 18, that the restrictions set out above are no wider or more restrictive than is reasonably necessary for the protection of the Company's legitimate business interest and further and that the effect of those restrictions is not such as to prevent you from earning a living. To that end you acknowledge and accept that if the Company is obliged, as a consequence of your acts or omissions following the termination of your employment, to institute legal proceedings to enforce the provisions of this Section 18 against you and the Company is successful in relation to any such legal proceedings, you will pay all of the Company's legal and other professional fees reasonably and necessarily incurred by the Company in relation to those enforcement proceedings.

19 Grievance and Disciplinary Procedure

- 19.1 The Company's disciplinary and grievance procedure and rules and standards of behaviour are detailed separately and do not form part of your terms and conditions of employment. These guide your conduct as an employee. The Company may change them at its discretion from time to time.
- 19.2 If considered appropriate by the Company, the employee may be suspended pending the outcome of a disciplinary investigation, during which time he or she will be paid at their normal rate of pay.
- 19.3 If considered appropriate by the Company, as an alternative to dismissal, disciplinary sanctions may include demotion with or without loss of pay, change of job role, duties and responsibilities, loss of benefits.

20 Data Protection

- 20.1 You agree that the Company may collect, retain and process sensitive personal data (for the purposes of the Data Protection Act 1998) relating to you, including medical details and details of gender, race and ethnic origin. Personal data relating to gender, race and ethnic origin will be processed by the Company only for the purpose of monitoring the Company's equal opportunity policy with a view to enabling equal opportunity to be promoted and maintained.
- 20.2 You agree that the Company may disclose or transfer such sensitive personal data to other persons if it is required or permitted by law to do so or, in the case of personal data relating to gender, race or ethnic origin, for the purpose of monitoring, or enabling the monitoring of, the Company's equal opportunity policy.

- 20.3 You agree to keep third party personal data which comes into your possession during the course of your employment confidential and only hold it or use it in accordance with the lawful directions of the Company. Failure to comply with these obligations could lead to criminal prosecution under the Data Protection Act 1998 and may be regarded as grounds for summary dismissal by the Company.

21 Health and Safety

- 21.1 During the employment you will be required to conform to the health and safety legislation, statutory codes of practice and regulations and the Company's health and safety policy as issued and updated from time to time, regarding safe working and health and safety at work. You are bound to comply with the duties imposed upon employees by the Health and Safety at Work Act 1974 ("the Act") and the Health and Safety Regulations made or to be made under Section 7 of the Act which requires an employee:

21.1.1 To take reasonable care for the health and safety of himself / herself and others who may be affected by his / her acts or omissions at work;

21.1.2 As regards any duty imposed on his / her employer or any other person, co-operate with him so far as is necessary to enable that duty to be performed or complied with.

22 Retirement

- 22.1 The Company does not operate an employer justified retirement age. You may voluntarily retire at a time of your choosing on provision of contractual notice.

23 Waiver

- 23.1 Any waiver by the Company of a breach by the employee of any part of this contract shall not be construed as a waiver of any subsequent breach of the same or any provision hereof.

24 Warranty

- 24.1 You warrant that by virtue of entering into this Agreement you will not be in breach of any express or implied terms of any contract with or of any other obligation to any third party binding upon you.

25 Variation

- 25.1 The Company may from time to time make reasonable changes to your terms and conditions of employment, provided that any such changes do not prejudice your status as an employee of the employer and that the employer will give you written notice of each variation, except any which are, in the reasonable opinion of the employer, of a minor nature.

26 Construction

- 26.1 The headings in this Agreement are inserted for convenience only and shall not affect its construction. Words denoting the singular shall include the plural and vice versa; and words denoting any gender shall include all genders.

26.2 Any reference to a statutory provision shall be construed as a reference to any statutory modification or re-enactment thereof (whether before or after the date hereof) for the time being in force and to any regulation or order made under any of them.

27 Severability

27.1 If, but only to the extent that, any provision of this Agreement is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations arising under such provision, it being the intent and agreement of the parties that this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it legal and enforceable while preserving its intent. If that is not possible, another provision that is legal and enforceable and achieves the same objective shall be substituted. If the remainder of this Agreement is not affected by such declaration or finding and is capable of substantial performance, then the remainder shall be enforced to the extent permitted by law.

28 Collective Agreement

28.1 No collective agreements affect your employment.

29 Communications

29.1 Telephone calls made and received by you using the Company's equipment and use of the Company's e-mail system to send or receive personal correspondence may be recorded by the Company on its communications systems. Any recordings made shall at all times remain the property of the Company and, if necessary, will be used as evidence in the case of disputes with Employees or clients.

30 Monitoring and Interception of Communication

30.1 The Company reserves the right to intercept, monitor and record the contents of your workplace communications, which include, but are not limited to, e-mails, faxes, telephone conversations and internet usage, in order to ensure the efficient and proper use of the system to establish the existence of facts (including but not limited to where the Company suspects misconduct including excessive use for personal purposes of the Internet, e-mail or telephone facilities) to ascertain compliance with regulatory practices or procedures; to ascertain or demonstrate the standards which are or which ought to be achieved; in the interests of national security; to prevent or detect crime, to investigate or detect the unauthorised use of any of the Company's communications system. Further details on the acceptable use of workplace communications systems are contained in the company policy which will be updated from time to time.

31 Third Party Rights

31.1 The Company and you acknowledge that nothing in this statement confers on any third party any benefit or the right to enforce any terms of this statement.

32 Entire Agreement

32.1 The terms and conditions set out in this Agreement, its schedules and the statement of terms and conditions of employment supersede all previous verbal or written agreements with the Company. This Agreement constitutes the entire and exclusive statement of the agreement between the Company and you with respect to its subject matter and there are no oral or written representations, understandings or

agreements relating to this Agreement which are not fully expressed in the Agreement.

33 Governing Law

33.1 This Agreement shall be governed by and construed under English law and each of the parties hereby irrevocably agrees for the exclusive benefit of the Company that the Courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with this Agreement.

THIS AGREEMENT is made on: (Date)

I agree to the terms and covenants above. Signed as a deed by the Employee:

Signature

Print Name.....

Executed and delivered as a deed on behalf of the Company:

Signature

Print Name.....