

Dear <INSERT EMPLOYEE NAME>,

**Welcome to Azebra Pay your payroll provider.**

Now that you are employed with us, we will look after you every step of the way throughout your temporary position. Not only do you have the benefit of a continuous employer, you will also be entitled to statutory rights such as sick pay and holiday pay.

As your employer, we need confirmation of the below to complete your set up on our payroll:

**Employment Contract**

Attached is a copy of your employment contract, please sign and return or alternatively approve via our secure portal at [www.azebra.co.uk](http://www.azebra.co.uk) To approve your contract on our portal you will require your employee number which is <INSERT EMPLOYEE NUMBER>.

**Privacy Policy**

Attached is a copy of our privacy policy which confirms what personal data we hold and how we process this data. Please read through this carefully and confirm that you have read and understood this.

**Identification**

If you are a UK national, and hold a current Passport, you will need to verify your Right to Work via an IDSP (Credas).

If you are a UK national with an out-of-date passport you will need to supply us with your passport or birth certificate along with proof of your National Insurance number. We will also need to conduct a video call with you.

If you are a non-UK national, we will need to see your Share Code regarding your immigration status.

You will need to complete your identification checks before we may allow you to become an employee of AZebra.

**P45/Starter Checklist**

To ensure that you are paying the correct tax you must send us your P45 before we pay you for the first time. If you do not have a P45 please complete the attached Starter Checklist and return this to us, this ensures that temporary taxations levels are kept to a short timescale.

**Overview**

As discussed over the telephone, you will get paid on a weekly basis once we receive cleared funds from your Agency. You will be notified by text message and will receive an e-mailed payslip.

From the assignment income we receive from your agency, we retain our company costs to cover employer deductions and our margin. Your net pay will be made up of pay and holiday pay which is subject to Tax and NI. For a further detailed look into the breakdown please use our 'Contractor Pay Calculator' on our website.

If your assignment details change, including your place of work, you will notify us immediately of the new placement details. Therefore, please be aware that you will be required to enter an overarching employment contract due to potential multiple assignment locations. These locations will be informed to you via your Assignment Schedule.

We look forward to working with you, please feel free to contact us if you require further information.

**Azebra Pay Ltd**

# AZEBRA PAYROLL

More than just payroll

## STATEMENT OF MAIN TERMS AND CONDITIONS OF EMPLOYMENT

### BETWEEN:

- (1) **Azebra Pay Ltd**, Company Number 6014862 whose registered office is at *Unit 1 Kings Park, Primrose Hill, Kings Langley, Herts, WD4 8ST* (the “**Employer**”); and
- (2) **[NAME]** of **[ADDRESS]** (“you or “your”)

This Contract is given to you in accordance with the provisions of the Employment Rights Act 1996 and the Employment Act 2002 and sets out the terms of your employment with your Employer. Its purpose is not only to comply with the law, but also to clarify arrangements already in existence, and to provide clear guidance as to each party’s rights and obligations.

This offer of employment is conditional on you having the required immigration status necessary for employment. If this condition is not satisfied your Employer reserves the right to withdraw this offer of employment, or if employment has already commenced to terminate employment, immediately without notice or payment in lieu of notice.

This Contract supersedes any earlier written or oral agreements, understandings or arrangement between you and your Employer in respect of your employment.

The headings in this Contract are for convenience only and shall not affect its interpretation.

### 1. COMMENCEMENT

- 1.1 Your employment with your Employer commences on **[DATE]**. No previous employment counts towards your period of employment with your Employer for any purpose. There is no end date to your employment but your employment may be terminated by either party giving written notice in accordance with clause 15.

### 2. JOB TITLE AND DUTIES

- 2.1 You acknowledge that the Employer will assign you to provide your services from time to time to a third party (“**Client**”). Any period during which your services are so provided shall be an “**Assignment**”. Details of each Assignment will be set out in a separate assignment schedule.
- 2.2 You are employed as a **[INSERT]**.
- 2.3 You will be required to carry out all duties normally associated with this position.
- 2.4 In addition, you agree from time to time to undertake any additional and/or alternative duties that your Employer and/or the Client may reasonably require.
- 2.5 No probationary period applies to your employment.
- 2.6 During your onboarding process you are required to complete all Right to Work checks, further details can be found in the Right to Work Policy.

### 3. **TRAINING**

- 3.1 You 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. The Employer does not provide, or pay for, training as part of your employment with the Employer.

### 4. **PLACE OF WORK**

- 4.1 There is no fixed place of work. You will be required to work at various Client premises or sites from time to time. Your Employer will from time to time inform you of the premises or site where you will be required to work in your assignment schedule.
- 4.2 You will be required to travel within the United Kingdom in the performance of your duties. You will not be required to work outside the United Kingdom for any period of more than one month at a time. Should this situation change, your Employer will provide you with full details including the length of the period abroad, the currency you will be paid in, any additional pay and benefits and any terms relating to your return to the United Kingdom.

### 5. **HOURS OF WORK**

- 5.1 Your Employer will use reasonable endeavours to allocate suitable work to you and, as a minimum, guarantees that you will be offered at least 336 hours of work over the course of any full 12-month period (commencing on the start date of your continuous employment and each anniversary thereof), or the pro-rata equivalent if your employment lasts less than 12 months, paid at a rate at least equivalent to the National Minimum Wage rate in force from time to time. You must not unreasonably decline work offered to you. There is no obligation on your Employer to offer you any minimum number of hours' work in any particular week or month or to spread them evenly or at particular intervals over the year. The provisions of the Apportionment Act shall not apply to this Contract. If, at the end of any full 12 month period of employment (commencing on the start date of your continuous employment or an anniversary thereof) or, if sooner, at the end of your employment, the Employer has not offered you at least 336 hours of paid work (or the pro-rata equivalent), you will be entitled to be paid, upon request, in respect of the difference between 336 hours (or the pro-rata equivalent) and the number of hours' work which the Employer has offered to you, at the applicable National Minimum Wage rate in force from time to time.
- 5.2 The Employer does not guarantee that there will always be suitable work to which you can be allocated. You acknowledge that there may be periods when no work is available for you, although your Employer will assist you to secure future Assignments during periods when you have no Assignment. Subject to clause 5.1 and any applicable statutory entitlement, you are only entitled to be paid by your Employer in respect of time spent working on an Assignment.
- 5.3 Your hours and days of work are variable and you will be required to work on such days and at such times as agreed between you and the Client in accordance with the Client's needs or operational requirements and to meet changing business requirements. The anticipated hours and days of work for a particular assignment will be set out in your assignment schedule and will adhere to the Modern Slavery Act 2015. If you are required to work more than 6 hours a day, you will be entitled to a rest break of at least 20 minutes per day.
- 5.4 Depending on the Client's operational requirements, you may be required to work different hours or shifts or work at weekends from time to time. Your Employer will always endeavour to give you reasonable notice of any changes in your working hours or shifts.

### 6. **THE 48 HOUR WEEK OPT OUT**

- 6.1 Please sign the schedule attached to this contract if you would like to opt out of the average 48 hour weekly working time limit set out in the Working Time Regulations 1998.

## **7. WAGES**

- 7.1 Your wages are made up of Basic Pay and may also include a Bonus.
- 7.2 Basic Pay is paid at the applicable National Minimum Wage (or if applicable, the National Living Wage) rate in force from time to time, for all hours actually worked on an Assignment.
- 7.3 In addition to your Basic Pay you may also be entitled to a Bonus in respect of a particular Assignment. The amount of your 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 you have worked and other factors. The Assignment Rate is the total sum received by the Employer from the Client in respect of an Assignment. It includes your wages, the Employer's profit as well as a payment on account of the employment costs (including Employer's National Insurance Contributions) which the Employer must pay. For the avoidance of any doubt, the Assignment Rate is not the rate at which you are entitled to be paid as it includes the other sums referred to above which will be retained by the Employer before we pay your wages. Any Bonus payable will be calculated by deducting from the Assignment Rate your Basic Pay, any employment costs, the Company's profit and any other relevant sums; the balance (if any) being your Bonus. The Assignment Rate will be set out in your assignment schedule. To the extent that the amount of your wages in any given month exceeds your Basic Pay, the excess amount constitutes a Bonus even if not identified as such on your payslip.
- 7.4 You will be paid with such frequency as set out in your assignment schedule, subject to deductions for income tax, National Insurance contributions and any other permissible deductions.
- 7.5 You must notify any error in payment of wages to the Employer as soon as you become aware of the error. Should there be any overpayment of wages by the Employer, you agree that the Employer may deduct from any future payment due to you the amount of any overpayment made by the Employer to you. Equally, if the error has resulted in an underpayment to you, the Employer will ensure that the amount of any underpayment will be added to your next payment of wages.
- 7.6 You will receive a weekly remittance detailing your gross pay and deductions from this including tax, National Insurance Contributions and any other statutory deduction in force from time to time.
- 7.7 You are not entitled to any benefits (including non-contractual benefits) as part of your employment with the Employer.

## **8. DEDUCTION OF WAGES**

- 8.1 You agree that your Employer may deduct from your wages, or any other sums owed to you, any money owed to the Employer by you. This includes (but is not limited to):
- 8.1.1 the cost of any repair or replacement of your Employer's or its clients' property, materials or equipment which is damaged, destroyed, lost or retained by you;
  - 8.1.2 any paid holidays taken in excess of your entitlement at the termination of your employment; and
  - 8.1.3 any loan, overpayments of wages or expenses paid to you.
- 8.2 You agree to make payment on demand of any sums owed by you to your Employer.

## **9. YOUR OBLIGATIONS TO YOUR EMPLOYER**

- 9.1 You must comply with all reasonable and lawful instructions and requests of your Employer and the Client and follow the rules and procedures that your Employer and the Client have in place and may be issued from time to time.
- 9.2 You must report to any manager or director of the Employer when required.

- 9.3 During your employment, you must devote your whole time, attention and abilities to your duties during your Assignment and take all reasonable steps to preserve and protect your Employer's and any Client's property, goodwill and reputation.
- 9.4 You are asked to inform a director of the Employer if you undertake any other paid or unpaid work outside your contracted hours of work. It is important that your Employer is aware of any other work you do, not only so that your Employer can keep a track of your hours, but also, from a health and safety point of view, to ensure that you are not working excessive hours and putting yourself and/or other employees at risk.
- 9.5 You must inform your Employer if at any time you have been convicted of a criminal offence of any nature (unless the conviction is spent as defined under the Rehabilitation of Offenders Act 1974). In signing this Contract, you agree that you have told the truth about your criminal record. You must inform your Employer if, at any time during your employment, you are arrested, charged with, summonsed for, or convicted of a criminal offence of any nature and you must truthfully and fully answer any questions your Employer has in this regard.
- 9.6 You shall immediately inform your Employer in the event that:
- 9.6.1 you are prosecuted or advised that you may be prosecuted for any road traffic offence;
  - 9.6.2 your driving licence is endorsed or becomes endorsed; or
  - 9.6.3 you are disqualified from holding a driving licence which is valid in the UK for whatever reason.

In the event that you are disqualified from driving or convicted of a driving offence which impacts on your ability to perform your duties, your Employer reserves the right to terminate your employment without notice or payment in lieu of notice.

- 9.7 The nature of your employment means you will be representing the Employer to Clients when on an Assignment.

## 10. PENSION

- 10.1 Your Employer will comply with the employer pension duties in respect of your pension rights in accordance with Part 1 of the Pensions Act 2008. You are eligible to be enrolled into the [NAME] pension scheme. Further details of the pension scheme are available from the Customer Service Department.

## 11. HOLIDAYS

- 11.1 Your Employer's holiday year runs from 1st January to 31st December. You are entitled to the equivalent of 5.6 weeks' paid holiday per holiday year. This entitlement includes the usual public holidays in England and Wales. If your employment starts or finishes part way through a holiday year, your holiday entitlement during that year will be calculated on a pro-rata basis.
- 11.2 If you are required to work on a public holiday you will be paid your normal hourly rate of pay as detailed in clause 7.1 and you may take a day's holiday in lieu at another time.
- 11.3 You may choose to have your holiday pay "advanced" in which case, in addition to your wages, you will receive a further sum which represents your holiday pay. This holiday pay will be paid each week (or such other frequency as your wages are paid as set out in your assignment schedule) together with your wages when you are on an Assignment. This is a payment in advance in respect of your paid annual holiday entitlement which means you will not receive any payment when you are actually on holiday because payment for such holiday has been pre-paid to you. This is what is known as 'advanced' holiday pay. These payments will be identified separately on your payslip to clearly show the amount of holiday pay received.

- 11.4 Alternatively, if you would prefer to have your holiday pay paid when you actually take holiday, instead of paid out to you in advance, the Employer will pay you holiday pay as and when you actually take holiday. On termination of employment, you will be entitled to be paid in lieu of accrued but untaken holiday if you have chosen this option, paid at the rate of a day's pay for each accrued but untaken day of holiday.
- 11.5 When you wish to book any holiday you will need to agree this in advance with the Client and you must notify the Employer. You may be required to take the appropriate number of days out of your holiday entitlement if the Client office/site is closed (for example, between Christmas and the New Year).
- 11.6 To comply with the law, holidays must be taken in the holiday year in which they accrue. No carry-over of any untaken holiday will be permitted except in exceptional circumstances with the prior agreement of your Employer. On termination of employment you will not receive any payment in lieu of accrued but untaken holiday if you have received your holiday pay in advance in accordance with clause 11.3.
- 11.7 If, on termination of employment, you have taken more holiday than your accrued entitlement, we shall be entitled to deduct the appropriate amount from any payments due to you. The amount of such deduction shall be one hour's pay for each hour of holiday taken in excess of the accrued entitlement.

## 12. **SICKNESS POLICY**

- 12.1 In all cases of absence from work through illness or injury the following rules MUST be observed:
- 12.2 Wherever practically possible, you, or if you are not well enough, someone on your behalf, must telephone the Client you are working for, as well as the Azebra customer service team (or any other person as your Employer may direct), by no later than 8.00 am (or as early as possible) on the first day of your absence to report that you will not be able to attend work that day and the reason why. If possible, you, or the person phoning on your behalf, should give an anticipated duration of absence. If you are not able to return the next day, or after the period you anticipated, you must keep your Employer regularly informed.
- 12.3 Immediately following your return to work after a period of sickness or injury of 7 days or less (including non-working days such as weekends and bank holidays) you must confirm in writing to the Azebra customer service team the dates of and reasons for your absence, including details of sickness on non-working days, as this is information required by your Employer for calculating Statutory Sick Pay ("SSP") entitlement.
- 12.4 If you are absent from work due to sickness or injury for more than 7 days (including non-working days) you must provide your Employer with a medical certificate (a sick note from your doctor) on the eighth day of sickness or injury. Thereafter, medical certificates must be provided to your Employer to cover all time away from work until your return.
- 12.5 You will receive no pay during the first 3 qualifying days of your sickness absence from work. After this time, provided you comply with the sickness reporting arrangements set out above and meet the necessary SSP criteria, you shall be entitled to be paid SSP from the fourth qualifying day. Your qualifying days are the days on which you were due to work in the week in which you fall ill, or if you were not due to work then your qualifying days will be Wednesdays.
- 12.6 If you are absent from work due to sickness or injuries caused wholly or partly as a result of any third party's negligence, nuisance or breach of any statutory or other duty owed by a third party, any payments made to you by your Employer in respect of such absence shall be deemed to constitute a loan by your Employer which shall be repaid by you when and to the extent that you recover compensation from that third party. You agree to notify your Employer of any claim,

compromise, settlement or judgment made or awarded to you in respect of such sickness or injuries.

- 12.7 It may be necessary for your Employer to obtain further information about your medical condition at any stage of your employment. You agree that, if required by your Employer, you will attend a medical or other appropriate examination by a doctor or other medical specialist, so that a report on your condition can be obtained. In addition, you agree to co-operate with your Employer should it later become necessary to obtain a further updated report from the same doctor or medical specialist, or another. You agree that such reports from the doctor/specialist may be disclosed to your Employer.

You also agree that you will consent to that doctor or medical specialist, who may or may not be your own doctor, obtaining access to your medical records from your own doctor and discussing these with your Employer. Your Employer will pay any expenses incurred in obtaining the report. This medical information will only be obtained with your consent and you will, if requested, be shown any letters written by your Employer to the doctor or medical specialist, and their responses/reports. A director of the Employer will then discuss the content of the report with you.

**13. OTHER TIME OFF**

- 13.1 You may be eligible to take the following types of paid leave, subject to any statutory eligibility requirements or conditions and the Employer's rules applicable to each type of leave in force from time to time:

13.1.1 statutory maternity leave;

13.1.2 statutory paternity leave;

13.1.3 statutory adoption leave;

13.1.4 shared parental leave; and

13.1.5 parental bereavement leave.

- 13.2 Further details of such rights can be obtained from the Azebra customer service team.

**14. CONFIDENTIALITY**

- 14.1 In this clause "Confidential Information" means any information or matter which is not in the public domain and which relates to the affairs of the Employer or any Client and includes, but is not limited to:

14.1.1 the Employer's customer or client identities and lists, information about your Employer's or any Client's customers or clients, other employees, suppliers and prices or any other information which is retained on your Employer's database or which relates to the Employer's or any Client's business, including business plans, trade secrets, finances, any of its or their dealings, transactions or affairs or the Employer's customer's or client's businesses which is not freely available to the public.

- 14.2 You agree that during and after the termination of your employment (howsoever caused) you will not disclose to any person for any purpose whatsoever or otherwise make use of any Confidential Information which has come to your attention or into your possession during the course of your employment. You will at all times protect and maintain the confidentiality of Confidential Information and may only disclose such information as required by law or as is necessary for the proper performance of your duties. You understand that this obligation will continue at all times both during and after termination of your employment (howsoever caused) unless or until the information has come into the public domain.

- 14.3 You will be expected to enter into such further confidentiality agreements as your Employer may from time to time require in respect of protecting its Clients' confidential information.
- 14.4 All Confidential Information which is received by you during the course of your employment shall be the property of your Employer or the Client as appropriate and shall be surrendered by you to your Employer on the termination of your employment, or at any time at the request of your Employer during the course of your employment.

**15. TERMINATION**

- 15.1 Except in cases of gross misconduct, the prior written notice to be given by the Employer to terminate your employment shall be as follows:

Completed period of service	Notice period
Less than 2 years of service	1 week
2 years or more but less than 12 years of service	1 week for each completed year
12 years or more	12 weeks

- 15.2 If you decide to leave your employment, the period of written notice you are required to give to your Employer to terminate your employment is 1 week. A request for a P45 will be deemed to serve as notice by you to terminate your employment.
- 15.3 Your Employer reserves the right to dismiss you without notice or payment in lieu of notice in cases of gross misconduct.
- 15.4 At any time during any period of notice of termination your Employer shall be under no obligation to assign any duties or to provide any work to you.
- 15.5 On the termination of your employment or at any time when requested you must return to your Employer all property in your possession or your control belonging to your Employer or to any of your Employer's Clients or relating to your Employer's business or that of its Clients. Failure to return items may result in a delay in payment of your final wage.

**16. DISCIPLINARY AND GRIEVANCE PROCEDURES**

- 16.1 You are subject to your Employer's disciplinary and grievance procedures which can be obtained from the compliance department. These procedures do not form part of this contract or constitute any contractual rights and obligations as between the Employer and you.
- 16.2 If you want to raise a grievance, you may apply in writing to [customerservice@zebragroup.co.uk](mailto:customerservice@zebragroup.co.uk) in accordance with our grievance procedure.
- 16.3 If you wish to appeal against a disciplinary decision you may apply in writing to [customerservice@zebragroup.co.uk](mailto:customerservice@zebragroup.co.uk) in accordance with our disciplinary procedure.

**17. DATA PROTECTION**

- 17.1 Your Employer will collect and process information relating to you in accordance with the privacy notice which is appended to this Contract.

**18. COLLECTIVE AGREEMENTS**

- 18.1 There are no collective agreements that affect the terms and conditions of your employment.

19. **CHANGES TO TERMS OF EMPLOYMENT**

19.1 From time to time either law will change or the way your Employer organises itself or does business will change and it will be necessary to change some of these terms of employment. Your Employer therefore reserves the right to make reasonable changes to any of your terms and conditions of employment by giving you not less than one month’s written notice of any such change. Such changes will be deemed to be accepted by you unless you notify your Employer of any objection in writing within 2 weeks of receipt of notification of the change.

20. **NON ENFORCEMENT DOES NOT WAIVE EMPLOYER’S RIGHTS TO ENFORCE THIS CONTRACT**

20.1 Your Employer’s failure to enforce its rights under these terms and conditions of employment immediately following a breach of these terms and conditions by you becoming known to your Employer does not amount to an acceptance of your breach or future breaches by your Employer or waiver of your Employer’s right to enforce its rights so that action against you by your Employer for your breach can be taken at a later date.

21. **WHOLE AGREEMENT**

21.1 This Contract is the whole agreement between you and your Employer and supersedes all previous contracts, agreements, arrangements or understandings whether oral or written between the parties. No amendment to these terms and conditions of employment will be legally binding unless made in writing and signed by your Employer.

22. **JURISDICTION**

22.1 These terms and conditions of employment are governed by English law and any dispute that arises out of your employment will be determined by the Courts and Employment Tribunals of England.

23. **NON-WORKING**

23.1 We will take reasonable steps to seek suitable work for you, and we will offer you to be proposed to hirers for suitable work by inviting you to apply for any suitable opportunities we may identify.

23.2 You will apply for any suitable opportunities which we may notify to you, and you will take such other steps as may in all the circumstance be reasonable to seek suitable work yourself.

***To confirm your agreement to the employment with your Employer on these terms and conditions please sign and date both copies of these terms and conditions of employment keeping one copy for yourself and the other to be given to your Employer and retained by it.***

I [NAME] have read and understood this Contract and hereby agree to employment with Azebra Pay Limited on the terms and conditions set out above.

Signed (employee).....date.....

Signed(employer).....date.....

**THIS IS A LEGALLY BINDING DOCUMENT**

**IF YOU WISH TO OPT OUT OF THE 48 HOUR WORKING WEEK**

I understand that a worker's average working time, including overtime, must not exceed 48 hours a week unless the worker has previously agreed otherwise in writing. I agree that this limit on my working hours will not apply, and my average working time may therefore exceed 48 hours a week. I understand that I must give 3 months' written notice if I wish to opt back in to the 48-hour weekly limit on my average working time.

*Signed (employee).....date.....*

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## Privacy Policy

If you have any questions relating to our privacy policy or how we use or store employees' personal data, they should be sent to [customerservice@zebragroup.co.uk](mailto:customerservice@zebragroup.co.uk) or addressed to The Data Protection Officer, Unit 1 Kings Park, Primrose Hill, Kings Langley, Herts, WD4 8ST,.

### Personal Details

- Azebra collects personal information or data relating to employees for legitimate business reasons in order to verify the right to work and provide an accurate payroll service.
- Employees will be asked to supply their full name, address, email address, national insurance number, date of birth and bank details only for the purpose it was intended to be used for.
- Employees' data will be stored on our secure payroll system. In addition, Azebra offers an employee portal using secure logins to access employment contracts and historical payslips.
- We will only collect the personal data that we need.
- Employees can provide personal data over the telephone by registering to use our service, for training and security purposes all calls are recorded.

### Employment

- In order for us to comply with our contractual, statutory and management obligations and responsibilities, we process personal data from our registrations and employees.
- Our contractual responsibilities include those arising from the contract of employment. The data processed to meet contractual responsibilities includes but is not limited to; data relating to: payroll, bank account, postal address, sick pay: leave, maternity pay, pension and emergency contacts.
- Our statutory responsibilities are those imposed through law on the organisation as an employer. The data processed to meet statutory responsibilities includes, but is not limited to: tax, national insurance, statutory sick pay, statutory maternity or paternity pay, family leave, work permits and equal opportunities monitoring.
- Our management responsibilities are those necessary for the compliant functioning of the organisation. The data processed to meet management responsibilities includes, but is not limited to, data relating to: recruitment and employment, training and development, absence, disciplinary matters, email address and phone numbers.

### Sensitive Personal Data

- The act defines 'sensitive personal data' as information about racial or ethnic origin, political opinions, religious beliefs or other similar beliefs, trade union membership, physical or mental health, sexual life, criminal allegations, proceeding or convictions.

- In certain limited circumstances, we must legally collect and process sensitive personal data without requiring the explicit consent of an employee.

### **Our Website**

- Whilst using our site employees may be asked to provide us with personal identifiable information e.g. name, email address and place of work. Employees can give provide personal data on our website by registering to use our secure portal.

### **Log Data / Cookies / Security**

- We value our employees' privacy and security. We have taken into consideration the purpose in which employees' data has been collected, primarily for Payroll and we only work with security conscious companies for our payroll software, cloud-based portal, IT and phone systems.

### **Third Parties**

- We would never sell our employees' personal data to a third party. We would never share information with any other organisation for marketing, market research or commercial purposes.
- Employees' privacy is important to us, we will always keep any personal details secure. We may use our employees' details for contact purposes but only about things that matter, for example changes in payroll dates, changes in legislation.
- Personal data information will be provided to third parties where obligated by law. For instance, in case of a lawful request from a law enforcement authority e.g. DEA or DWP.

### **Requesting Access or Removal of Data**

- Employers are required by law to keep detailed records for given period of time. An employee has the right to request the removal of non-critical information such as email address and bank details if you are no longer working with Azebra Pay Ltd.
- An employee can request for information to be removed from our Payroll System and/or Employee Portal. Please email [customerservice@zebragroup.co.uk](mailto:customerservice@zebragroup.co.uk).
- Employees can choose to have information removed from the portal however once this happens a worker would not be able to gain instant access to online secure payslips.
- Employees can request further information on their rights or to exercise them, by writing to us at The Data Protection Officer, Azebra Pay Ltd, *Unit 1 Kings Park, Primrose Hill, Kings Langley, Herts, WD4 8ST*.
  - After undergoing the usual security checks workers can request access to personal information by advising the type of information required and the date range of the required information.
  - I authorise Azebra to use the data provided by me, to be used to verify my and confirm my entitlement to work in the UK and comply with its legal obligations and process my payments.
  - I authorise Azebra to share my personnel information with my recruitment agency, where this is deemed necessary for the purpose of performance of the contract.

- I also authorise Azebra to request personnel information from my agency where this is deemed necessary for the purpose of performance of the contract.
- I have read and agree to the attached Privacy policy.

Signed: ..... Date: .....

**ASSIGNMENT SCHEDULE**

**Employee Name:** <Name of Candidate>  
**Client / End User:** <Name of Placement>  
**Location of Services:** <Address of Placement- if multiple locations, please state>  
**Role Type:** <Insert Start Date>  
**Start Date:** <Duration Period, try to include end date. If unknown give guidance>  
**End Date:** <Hours needed per week, including specific working days and times>  
**Standard hours:** <Include Day Rate, Half Day Rate or Hourly Rate>  
**Assignment Rate:** <How often will the candidate be paid>  
**Pay Frequency:** <State if Bonus is possible and calculations- agency will notify AZebra of Bonus Scheme>  
**Details of any bonus scheme applicable:**

**Premature Termination of assignment:**

This Assignment may only be terminated by you on the same terms (if at all) as we ourselves can lawfully terminate the Client Contract. You may not terminate this Assignment without also terminating your contract of employment, without our written agreement.

This Assignment will terminate automatically if the Client Contract is terminated (either by us or by Azebra Pay's Client), or expires and is not renewed.

If we terminate your contract of employment, we may simultaneously terminate this Assignment.

**Expenses:**

Where approved, in accordance with Azebra Pay Ltd current expenses policy. The calculation for Matching Permanent Pay are based on information given at start of assignment. The employee shall notify the employer of any changes.

**Special Conditions:**

For the avoidance of doubt the Employee shall not (and for a period of four months after the expiry or termination of these SoT) provide Services or work to the Client / End User other than through the Company. Should the Employee enter into any other contract (whether it be a contract for services or a contract of services) through another company or business, for the supply of Services / work to the Client / End User the Employee will pay the Company a fee as specified in the Client's Terms and Conditions.

The attached contract between us and Azebra Pay's Client sets out the terms on which we have agreed to provide your services to the End Client. You accept that we may withhold payment from you in respect of any period until we ourselves have been paid by Azebra Pay's Client, and you agree that you have considered any credit risks and found them to be acceptable.

In case of conflict between the terms of your Employment Contract and of this Assignment Schedule, the terms of this Assignment Schedule shall prevail, provided that (a) termination of an Assignment shall not terminate your Employment Contract; but (b) termination of your Employment Contract will automatically terminate this Assignment.

You will:

- provide those services on our behalf on the basis and subject to the terms as set out therein
- notify us immediately if you are told by anyone other than us that the Assignment is to end
- notify us promptly if you become aware of any information which suggests that you may not be receiving such equality of treatment as you may be entitled to under the Agency Workers Regulations 2010
- comply with all the obligations imposed on us or on you in the Client contract (including any restriction in the Client Contract affecting your future dealings with the End Client)
- comply with all the terms of this Assignment Schedule; and
- fully indemnify us against any liability we may incur or loss we may suffer as a result of any failure on your part to do so.

**SIGNED** for and on behalf of

Signed by

**AZEBRA PAY LIMITED**

Authorised signatory

Date...../...../.....

Date...../...../.....