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Issued: 15.03.2024

Employment Commencing: 02.05.2024

I4 PAY PARTNERS LIMITED

('the Company')

22 Gilbert Street, Mayfair, London, W1K 5HD

and

Mr. John Doe

22 Gilbert Street, London, W1K 5HD

CONTRACT OF EMPLOYMENT

incorporating particulars required by Employment Rights Act 1996

This contract is intended to be over-arching
(education sector)

1. YOUR EMPLOYMENT

1.1. Preliminary

- 1.1.1. This issue of your Contract of Employment replaces any prior issue.
- 1.1.2. Before offering you employment, the Company will require certain documents from you in order to satisfy itself that you are legally entitled to work in the UK. You confirm that you are legally entitled to work in the UK without any additional immigration approvals, and you agree to notify the Company immediately if you cease to be so entitled at any time.

1.2. Intentions; Commencement and continuity of employment

- 1.2.1. You have applied for employment with us, and you have represented to us that in the course of that employment, you are willing and intending to carry out successive Assignments for various clients and at various locations.
- 1.2.2. In reliance on those representations, we offer and you hereby accept employment on the terms of this Employment Contract.
- 1.2.3. Your period of continuity of employment commenced on 02.05.2024.
- 1.2.4. Where there is no preceding continuity of employment, this contract of employment is conditional on
 - 1.2.5. you having the legal right to work in UK, and
 - 1.2.6. actual commencement of your first Client Assignment.

1.3. Duties (during Assignments, and between Assignments)

- 1.3.1. You are employed as a Teaching Assistant, having regard to your qualifications and experience as notified to us, and to perform such other duties as we may allocate to you from time to time.
- 1.3.2. We undertake at all times during the currency of this contract
 - 1.3.2.1. to use reasonable endeavours to allocate suitable Client Assignments to you
 - 1.3.2.2. to provide such support, advice, management and assistance as may be required or as you may request (in either case, to the extent that is in all the circumstances reasonable) in order to assist you to source and secure suitable Client Assignments.
- 1.3.3. You will perform and complete such Client Assignments as we may from time to time allocate to you. An Employee Assignment Schedule will be issued to you for each Client Assignment, and this will include details of the role and tasks to be performed, and the working location and working hours.
- 1.3.4. You will work with all proper skill and care, and in a professional manner. You will report to the Directors, and to any other person they may from time to time specify. You will comply with all lawful instructions, and with our working practices, standards, regulations and other reasonable requirements.
- 1.3.5. Whilst on Client Assignment,
 - 1.3.5.1. you are seconded to work for the End Client, at the location, and for the duration, all as specified in the applicable Employee Assignment Schedule; and
 - 1.3.5.2. insofar as you may require supervision and/or direction and/or control, such supervision direction and control shall be provided and exercisable by the End Client; and
 - 1.3.5.3. you must comply with such reasonable requirements (such as timesheets, or electronic time recording system) as may be imposed by the End Client for recording and verifying all time so worked
- 1.3.6. Your responsibilities include an ongoing duty to use your best endeavours to develop and extend our business, and to take all necessary steps to source new business for us in the form of suitable Client Assignments for you to perform under contracts between us and third parties.
- 1.3.7. You may be required to spend up to one week (30 hours) or such longer period as we may require after each Client Assignment as a Sourcing Assignment on efforts to source new business for us in the form of your next Client Assignment; you will be paid for such time as we require you to spend on a Sourcing Assignment.
- 1.3.8. You are obliged to work when we require you to do so. We do not guarantee that there will always be a suitable Client Assignment to which you can be allocated, and you acknowledge that there may be periods when no work is available for you. As a minimum we do however guarantee that you will be offered at least 336 hours of paid work over the course of any full 12 month period of employment commencing on the Start Date or an anniversary thereof.

- 1.3.9. During Term Time, whilst you are not working on Client Assignment and not on paid leave,
 - 1.3.9.1. you will liaise regularly and cooperate with any person we may nominate as your point of contact, in relation to efforts to source a suitable Client Assignment, and
 - 1.3.9.2. as a minimum, you must notify us via your portal on our website or contact us by email or phone on the Monday of each week (or on the next following working day, if Monday is a public holiday) to confirm your availability for work on each day during that week, and to update us as to the progress of your own efforts to source a suitable Client Assignment.
 - 1.3.9.3. if you do not so contact us, we shall be entitled to conclude that you are not available for work, and we may regard this as indicating an intention on your part to resign from your employment, unless you advise us otherwise.
- 1.3.10. You will act loyally and faithfully to us.
- 1.3.11. During any period when you are not on Client Assignment, including during any notice period given in accordance with clause 12, if requested by us, you agree not to contact such persons as we may reasonably specify.
- 1.3.12. You are not authorised to enter into or conclude contracts on our behalf.

1.4. **Location**

- 1.4.1. We do not expect to provide workspace for you at our premises; your duties will be carried out at such places of work as we may specify from time to time within the United Kingdom (or otherwise, as you and we may from time to time agree).

2. **AGENCY WORKERS REGULATIONS**

- 2.1. You will promptly notify us in writing immediately upon it coming to your notice that you may have grounds for complaint concerning any aspects of such entitlements as you may have under the Agency Workers Regulations 2010, in order that we may have a proper opportunity to investigate and make any necessary changes.
- 2.2. When assessing your pay entitlement under regulation 5 of the Agency Worker Regulations 2010, regard shall be had to any official Guidance to the Agency Worker Regulations 2010, and Discretionary Profit Sharing Bonuses (DPSB), to the extent that such Bonuses are in fact paid, will be taken into account as forming part of your pay.
- 2.3. If, in relation to any Client Assignment,
 - 2.3.1. you have completed the Qualifying Period under regulation 7 of the Agency Worker Regulations 2010, and
 - 2.3.2. the amount you receive in pay under that Client Assignment (calculated as set out in clause 2.2 above) exceeds that which you would have been paid if you had been engaged by the hirer for the position other than by using the services of a temporary work agency (the 'Excess'), and
 - 2.3.3. had you been engaged directly by the hirer, you would have received either or both of (a) a greater entitlement to paid holiday than that to which you are entitled under this employment contract, or (b) some other benefit which falls to be treated as pay under the Agency Workers Regulations 2010 (together, 'Shortfall'),

then credit shall be given for the amount of the Excess against the Shortfall, and the amount of the Excess shall be considered to have been received by you on account of any entitlements you may have to receive the Shortfall.

3. **PAYMENT**

- 3.1. Your pay includes Salary and Bonus; a Guarantee in relation to salary; and in addition you may in certain circumstances be reimbursed eligible expenses, all as set out below.
- 3.2. **Salary:** We will pay you at the applicable National Minimum Wage (or, if applicable, the National Living Wage) rate, to commence when the first Client Assignment commences, for all hours actually worked on Assignment, subject in all cases to you complying with all applicable Company procedures and requirements.
- 3.3. You will be paid weekly in arrears, directly into your bank account, unless otherwise indicated in your current Employee Assignment Schedule.
- 3.4. **Guarantee:** If at the end of any full 12 month period of employment commencing on the Start Date or an anniversary thereof we have not offered you at least 336 hours of paid work, we will pay you at the Pay Rate for such number of hours as is represented by 336, less the number of hours in respect of which we have previously paid you during that 12 month period.

- 3.5. **Bonus:** In addition you will be considered periodically for a Discretionary Profit Sharing Bonus (DPSB), provided that:
- 3.5.1. you have, in the reasonable opinion of the Company, generated sufficient profits, as determined by the Company, to warrant the grant of such a Bonus; and
- 3.5.2. you have not breached the terms of this Agreement.
- 3.6. To the extent that your gross taxable pay (excluding holiday pay) exceeds your salary (calculated at the applicable National Minimum Wage (or, if applicable, the National Living Wage) rate, it constitutes your Bonus, even if not separately identified on your payslip.
- 3.7. **Reimbursement of Expenses:** At the start of each Entire Assignment,
- 3.7.1. we will discuss with you whether any expenses may be reimbursed (including, where applicable, conducting an assessment as to whether or not we are satisfied that the manner of your working is subject to supervision, direction or control by any person)
- 3.8. We may reimburse to you authorised expenses actually and reasonably incurred in the performance of your duties in accordance with our current expenses policies, provided
- 3.8.1. we are satisfied that the reimbursement would not offend against any applicable salary sacrifice or other legislative requirements
- 3.8.2. we are satisfied that the expense claimed can legitimately be reimbursed without deduction of tax and NIC
- 3.8.3. both the nature of the expense and the amount are (where practicable, and where applicable) agreed in advance
- 3.8.4. you comply with our current rules and procedures for expense claims
- 3.8.5. the claim is (unless our current expenses policy states otherwise) accompanied by receipts, and is submitted at the same time as any timesheet for the period in question.
- 3.9. Any claim for expenses which are expected to be passed on to the Client may only be made direct to the Client if the Client's expense procedures require that you do so; and if you make any such expense claim direct to the Client, you must provide us with a copy of every such claim, and with such further details as we may require, to enable us to comply with our own legal obligations.
- 3.10. **Deductions:** We will make all necessary deductions from your salary as required by law, including pension contributions which may be required to be deducted when the new auto-enrolment regime applies to us. If any money becomes lawfully due from you to us (including money that may have been overpaid to you in error), we may deduct all or part of such money from salary, expenses, or any other payments due from us to you. If we have advanced you monies against your accrued paid leave entitlement, we may recoup that advance by deduction or set-off against any payment due to you for paid leave as and when you actually become entitled to receive such payment. If you are in breach of contract we may withhold the whole or part of any monies otherwise due to you in full or partial compensation for our losses resulting from your breach, provided that we may not withhold more than would be reasonable compensation for such breach.
- 3.11. If in breach of contract you terminate an Assignment without giving the full period of notice that you are contractually required to give, and if as a result the Client withholds part or all of any payment due to us in respect of services you have provided, we may withhold payment of a corresponding amount from any sums due to you (including salary).
- 3.12. If any equipment is issued to you for the purposes of or in connection with an Assignment, you must use it for no other purposes, take all proper care of it, and return it at the end of the Assignment in good serviceable condition, fair wear and tear only excepted. Failure by you to so return any such equipment would be a breach of contract, and pending such return we may withhold payment of any sums due to you (including salary), provided that we may not withhold more than the value of the equipment (if not returned) or the cost of repair (if returned damaged).
- 3.13. if a motor vehicle made available to you by a Client suffers damage whilst is in your charge, and if after investigation you are found to be responsible for the damage, you will be liable for the cost of repairing such damage, up to a maximum of the excess applicable under the Client's motor insurance policy. Pending conclusion of the investigation, if the Client withholds part or all of any payment due to us in respect of services you have provided, we may withhold payment of a corresponding amount from any sums due to you (including salary); and if the investigation concludes that you were responsible for the damage, we may retain the cost of repair, up to a maximum of such excess.

4. HOLIDAYS AND PAID LEAVE

- 4.1. Your total annual holiday entitlement (which includes your paid leave entitlement) will be all days which are School Holidays. This will generally amount to 13 weeks annually, or thereabouts.

- 4.2. For the avoidance of doubt, bank and public holidays falling on days which would otherwise be normal working days, but which are not in fact worked by you, will be taken as part of your annual paid leave entitlement.
- 4.3. Of this total holiday entitlement, 5.6 weeks annually is your paid leave entitlement, and the remainder is unpaid.
- 4.4. Your annual paid leave entitlement accrues, during Term Time only, at the rate of $5.6/9 = 0.6222$ working weeks per month ($5.6/39 = 0.1436$ working weeks per week).
- 4.5. You may take any accrued paid leave entitlement at any time, subject only to the requirements of any current Client Assignment.
- 4.6. Periods not worked will be taken as paid leave, to the extent of accrued but any untaken entitlement, and thereafter will be treated as unpaid leave.
- 4.7. The holiday year runs from 1st October in each year.
- 4.8. As part of the on boarding process you will be asked whether you want to be entitled to accrued annual leave or rolled up holiday pay during your employment. Following your instructions, we will provide confirmation of your selection:
 - 4.8.1. **Accrual Method**

You will be entitled to a payment for annual leave. A sum equal to 12.07% of the gross weekly (or monthly if you are paid monthly for an assignment) wages will be accrued by the Company and will be paid to you when you take annual leave at the rate of a weeks pay for each week of annual leave; or
 - 4.8.2. **Rolled Up Method**

You will be paid annual leave during your employment. The amount of the payment of annual leave will be calculated on the basis of 12.07% of the gross weekly (or monthly if you are paid monthly for an assignment) wages payment that the Employer pays to you and this will be paid in addition to your entitlement to such wages. This payment will represent your entitlement to paid annual leave under the Working Time Regulations. When you actually take holidays you will not be entitled to receive an additional payment in respect of the leave actually taken as the payment will have been made to you in advance.
- 4.9. We will honour any additional statutory rights to paid leave to which you may from time to time become entitled (such as maternity/paternity, adoption or shared parental leave, or paid time off for ante-natal appointments).
- 4.10. You have no other entitlement to paid leave.

5. SICKNESS AND INJURY

- 5.1. We will make payments of such statutory sick pay as may be due to you in respect of any period of absence. Should you recover damages from any third party in respect of any period of absence you will repay any sums paid to you under this clause. We do not make any payment for sickness and injury beyond statutory sick pay as required by law. For Statutory Sick pay purposes qualifying days are Monday to Friday.
- 5.2. If you are absent from work for any reason and absence has not previously been authorised by us you must inform us and the End Client as early as possible. Any absence not previously authorised must be properly explained and in the case of an absence of uncertain duration you must keep us regularly informed of its expected duration.
- 5.3. If you are absent from work due to sickness or injury which continues for more than five working days (excluding weekends) you must provide us with a medical certificate from your doctor on the sixth day of sickness or injury. Thereafter medical certificates must be provided to us on a weekly basis.
- 5.4. Immediately following return to work after a period of absence which has not previously been authorised you are required to complete a Self-Certification form stating the dates of and the reason for absence, including details of sickness on non-working days (this information is required by us for calculating Statutory Sick Pay entitlement).

6. HOURS OF WORK

- 6.1. **Client Assignments:** Your normal working hours are such hours as we may specify from time to time to be required for the current Client Assignment, subject to variation as reasonably required from time to time. You will be entitled to an unpaid lunch break (minimum 20 minutes) where your Assignment requires you to work more than six hours in any one day.
- 6.2. **Sourcing Assignments:** You may be required to spend up to one week (30 hours), during the week following the end of the immediately preceding Client Assignment, as specified in clause 1.3.7.

- 6.3. You will cooperate and comply with such means of recording working time and expenses as we may reasonably specify from time to time.
- 6.4. Flexible hours may be required from time to time. It is your responsibility to maintain records of hours and days worked, to produce such records to us whenever required to do so, and to ensure that you do not work for more than 46.4 weeks in any year.
- 6.5. Unless you have advised the Company otherwise, in writing, you hereby agree that the 48 hour limit specified in the Working Time Regulations 1998 shall not apply to your employment, provided that you have the right to give us three month's notice in writing to withdraw such agreement.

7. PENSIONS

- 7.1. The statutory Pension Auto-Enrolment provisions will apply. The Company will comply with the employer pension duties to you, in accordance with Part 1 of the Pensions Act 2008.
- 7.2. The Company's chosen Auto-Enrolment pension scheme provider is National Employment Savings Trust (NEST). The Company reserves the right to change its chosen Auto-Enrolment pension scheme provider from time to time, and you will be notified of any such changes.
- 7.3. Subject thereto, there is no company pension scheme.
- 7.4. Your Pay Reference Period for the purpose of Pensions Auto-Enrolment will be Monday to Sunday when Weekly paid (or when paid by reference to multiples of a week) and each Calendar Month when Monthly Paid.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1. All rights in the nature of Intellectual Property Rights (including, but not limited to, copyright) arising in any work created by you whilst this Contract subsists which relate to or are capable of being used in any business of ours or your current End Client with which you are (at the time of creation) or have been (within two years before that time) concerned to a material degree must be disclosed promptly to us, and shall vest in us. It is our responsibility to pass on to any third party such rights as we have agreed. You will cooperate fully in any formal steps reasonably required by us so as to put this term into effect. If we so require, you will sign any reasonable form of assurance of Intellectual Property rights which may be required.
- 8.2. You will indemnify us against any liability we may incur as a result of any alleged infringement of any third party's intellectual property rights as a result of any act by you, other than to the extent that any such infringement results from compliance with any Specifications issued by us or by an End Client.

9. CONFIDENTIALITY

- 9.1. You may not disclose or use for your own purposes or for any purposes (other than ours) any information of a private, confidential, or secret nature which you have obtained by virtue of your employment with us and either relating to us or to our business, or in respect of which we owe an obligation of confidence to an End Client or any third party:
 - 9.1.1. during the employment, except in the proper course of the employment, or
 - 9.1.2. at all, after the termination of the employment.
- 9.2. You will sign any reasonable form of non-disclosure, secrecy, or confidentiality agreement that may be required from time to time.
- 9.3. For the avoidance of doubt, nothing precludes you from making a "protected disclosure" within the meaning of Part 4A (Protected Disclosures) of the Employment Rights Act 1996. This includes protected disclosures made about matters previously disclosed to another recipient.
- 9.4. Your obligations under this clause shall survive the termination of this Agreement, for whatever reason.

10. TELEPHONES, COMPUTERS, EMAIL, AND INTERNET

- 10.1. We may provide you with a computer and ancillary equipment, high speed internet access and a telephone for use at your home solely in connection with our business; it is your responsibility to ensure that this and any other equipment belonging to us and kept at your home is adequately insured, and we will reimburse you with any additional premium in respect thereof.
- 10.2. We may provide a mobile telephone in our name for use by you solely in connection with our business, and if we do so provide we shall pay all bills in connection therewith.
- 10.3. You will comply with all applicable policies (both ours, and those of any Client for whom you may be engaged on an Assignment) in relation to social media and the use of computer and telecommunications equipment.

11. DISCIPLINARY AND GRIEVANCE PROCEDURES

- 11.1. Disciplinary and Grievance Procedures based on those recommended by ACAS will generally be followed. These procedures are not contractual, and the Company reserves the right to depart from them at its discretion, and/or to change them from time to time. The current procedures are available in the Employee Handbook on the Company's online employee portal.
- 11.2. Any grievance should be brought to the attention of your account manager in the first instance. If your account manager is unable to resolve it, you may refer it to a Director.
- 11.3. Appeals in relation to disciplinary matters may be made to a Director.

12. TERMINATION

- 12.1. There is no probationary period associated with your employment. Your employment is not for a fixed term and is not of a temporary nature. It may be terminated by notice, as set out in this clause (or, where we are justified in so doing, for example as a result of gross misconduct, without notice and without making payment in lieu of notice).
- 12.2. Termination of a Client Assignment does not terminate your contract of employment.
- 12.3. You may not terminate your employment until any current Client Assignment can also be lawfully terminated by us. You may not terminate a Client Assignment without also terminating your contract of employment, without our written agreement. Subject thereto, this employment may be terminated by written notice as follows:
 - 12.3.1. During the first month, either by you or by us with immediate effect
 - 12.3.2. Until you have achieved two years continuous employment, either (a) by you giving us one week's notice, or (b) by us giving you three weeks' notice
 - 12.3.3. Thereafter, either (a) by you giving us one week's notice, or (b) by us giving you notice of two weeks, plus one additional week for each year of continuous employment, up to a maximum of twelve (maximum notice fourteen weeks);
- 12.4. Your employment will automatically terminate, without any requirement for notice, if continuation of your employment would become unlawful, whether by reason of the expiry of any required work permit, or otherwise.
- 12.5. Nothing in this section shall prevent us from terminating the employment without notice and without making payment in lieu of notice, where we are justified in so doing.
- 12.6. If on termination you have taken more or less than the amount of paid leave to which you are entitled (calculated to the date of termination), an adjustment will be made to your final salary payment.
- 12.7. On termination of your employment for whatever reason, you will forthwith return all property belonging to us or to any Client which is in your possession or under your control. You will if so required by us, confirm in writing that you have complied with your obligation under this term.

13. DISCLOSURE AND BARRING SERVICE ('DBS')

- 13.1. Any person applying for employment in a school in a capacity involving contact with pupils under the age of 18 is excluded from the provision for the Rehabilitation of Offenders Act 1974 by virtue of the Rehabilitation of Offenders Act 1974 (Exceptions) (Amendment) Order 1986.
- 13.2. You are therefore not entitled to withhold information about convictions or cautions which for other purposes may be 'spent', and any failure to disclose such convictions could result in termination of both a Client Assignment and your employment.
- 13.3. An enhanced disclosure will be requested from the Disclosure and Barring Service. An equivalent standard of criminal background check will be required in respect of any period(s) you have lived overseas, from the appropriate authorities.

14. DATA PROTECTION ACT & THE GENERAL DATA PROTECTION REGULATIONS (GDPR) (EU)2016/67

- 14.1. In order to keep and maintain records relating to your employment (including Assignments) it shall be necessary for us to record, keep and process personal data (which may include sensitive personal data) relating to you. This data may be recorded, kept and processed on computer and in hard copy form.
- 14.2. To the extent that it is reasonably necessary for legal, personnel, administrative and management purposes, and/or in connection with (a) your employment, (b) the performance of our responsibilities as an employer, and/or (c) demonstrating our own compliance with legal requirements to those with legitimate interests, we may be required to disclose this data to others.
- 14.3. Such others to whom we may disclose this data include

- 14.3.1. Clients (including employment businesses (agencies) and End Clients to whom your services may be provided),
- 14.3.2. other employees and consultants providing services to us,
- 14.3.3. Group Companies,
- 14.3.4. our professional advisers and pension scheme provider,
- 14.3.5. HMRC and other authorities.
- 14.4. If we plan to sell our business or integrate it with another business, we may also disclose this data to prospective purchasers and their advisors, and to any new owner of the business.
- 14.5. The data we may disclose may include your passport and any applicable visa, your CV, payslips, references, this employment contract, and (where relevant to the work you do or seek) results of DBS (Disclosure and Barring Service) checks.
- 14.6. You consent to the recording, processing, use and disclosure by us of personal data (including sensitive personal data) relating to you, as set out above.
- 14.7. When sending your personal data to us (particularly your sensitive personal data), you are advised to do so only in a secure manner. Email is intrinsically insecure, and you should not send such data to us by email unless it has been encrypted. You accept that if you choose to send such data to us by unencrypted email, you do so at your own risk.
- 14.8. For the purposes of the DPA, the Company has nominated the Managing Director as its Data Protection Compliance officer.
- 14.9. This does not affect your rights as a data subject or our obligations and responsibilities under the above regulations.

15. HEALTH AND SAFETY

- 15.1. You must:
 - 15.1.1. familiarise yourself and comply at all times with all aspects of our Health and Safety policy, and with that of any Client on whose premises you are working;
 - 15.1.2. comply with the requirements of the Health and Safety at Work Act 1974 and all other current relevant safety legislation, regulations, laws, codes of practice, standards, and requirements imposed by any competent authority ('the Requirements');
 - 15.1.3. take responsible care for the health and safety of yourself and any other person who may be affected by your acts or omissions at work as required by section 7 of that Act;
 - 15.1.4. as regards any duty imposed on us or on any other person by or under any relevant Requirement, cooperate with us or such other person so far as is necessary to enable that duty or requirement to be performed or complied with;
 - 15.1.5. not intentionally or recklessly interfere with or misuse anything provided in the interests of health, safety, or welfare in pursuance of any relevant statutory provisions.
- 15.2. Failure to comply with Health and Safety requirements is a serious matter, and may result in disciplinary action, including dismissal.

16. OTHER OBLIGATIONS OF EMPLOYEE

- 16.1. **Vehicles**

If you provide a vehicle for commuting or for use in connection with your work, you must ensure that your motor insurance includes the use of the vehicle for commuting and (where applicable) for business purposes, and you must on request provide us with a copy of your insurance certificate.
- 16.2. **Policies and Procedures**

You must maintain the highest standards of honesty and fair dealing in your work.
- 16.3. **Warranty**

You warrant that you are not subject to any restriction (whether contractual or otherwise) which might restrict you from fully performing any of the duties of your employment.
- 16.4. **Criminal charges**

If you at any time have a Criminal Charge laid against you, or if you receive a summons to appear in the Magistrates Court (other than as a witness, in domestic proceedings, or for a Road Traffic offence where the Court has no power to order endorsement of your driving licence) you must disclose it to us immediately.
- 16.5. **Other work**

- 16.5.1. You must devote the whole of your time, attention and abilities during your normal working hours on a Client Assignment to your duties under this Contract of Employment, and you may not under any circumstances during those hours whether directly or indirectly, undertake any other duties, of whatever kind;
- 16.5.2. If you identify an opportunity of new business for us in the form of a suitable Client Assignment for you to perform, you will refer it to us, in accordance with clause 1.3.6.
- 16.5.3. We do not seek to restrict what you do outside your normal working hours. However, to ensure we at all times have accurate up to date information as to your ongoing availability for work, you must notify us before taking any employment with a third party, or engaging in any way in any other business activity, and keep us informed on an ongoing basis of any periods during which you are committed to such other employment or business activity.

16.6. **Working Clothing**

You must provide yourself with suitable working clothing and ensure that your personal presentation is excellent at all times when you may come into contact with Clients of ours; any protective clothing or equipment which may be necessary to minimise risks to your health or safety will be provided without charge.

16.7. **Property**

16.7.1. If any property is issued to you by us or by a Client in connection with the performance of your duties under this Agreement, you will use it for no other purpose, take all proper care of it, ensure that at all times it is adequately insured, under no circumstances seek to exercise any lien on such property, and return it at the end of your employment (earlier, if so required) in good serviceable condition, fair wear and tear only excepted.

16.7.2. All property of yours shall be at your risk at all times and we shall not be liable for any loss or damage to it, however such loss or damage may be caused.

17. PREVENTION OF BRIBERY AND CORRUPTION

- 17.1. We take a zero-tolerance approach to bribery and corruption. You must comply with the applicable anti-bribery and corruption laws, and with any related policies and procedures of which we may notify you from time to time.
- 17.2. If you are offered a bribe, or if you are asked to make one, or if you suspect that any bribery or corruption has occurred or may occur, you must immediately report to the Compliance Officer or a Director. Failure to do so will be treated as a disciplinary matter and may result in the immediate termination of your employment

18. GENERAL

18.1. **Collective Agreements**

No collective agreement will apply to your employment with the company.

18.2. **Other benefits**

There are no other benefits to be provided by us to which you are entitled as a result of your employment.

18.3. **Training**

There is no entitlement to training to be provided by us, or which you are required to complete; and there is no other training which you are required to complete that we will not bear the cost of.

18.4. **Status**

it is not the intention of either of us that you should be or become an employee of any Client for whom you may perform a Client Assignment.

18.5. **Retirement**

We are obliged to give you notice of at least six months and no more than one year of any retirement date we may intend for you. If we do so, you have the statutory right to request that you do not retire on that date. We will comply with any then prevailing legislative requirements.

18.6. **Conduct of Employment Agencies and Employment Businesses Regulations 2003 (“Conduct Regulations”)** We envisage that the Conduct Regulations will apply to your employment with us and any Assignments which you carry out. For the purposes of regulation 32(9) of the Conduct Regulations, i4Pay is a “work-seeker which is a company”, which means that you have the ability to opt out of the provisions of the Conduct Regulations in their entirety if you wish and if you and we agree to do so. However, you may not opt out of the Conduct Regulations if your Assignment will involve you working with vulnerable persons (defined as any person who by reason of age, infirmity, illness, disability or any other circumstances is in need of care or attention, and includes any person under the age of eighteen). Subject to this, if you wish to opt out of the Conduct Regulations then please sign the Opt-Out Notice which is available on request from i4Pay and return it to us. If we also

agree to opt out of the Conduct Regulations then we will counter-sign the Opt-Out Notice and notify your agency that we have agreed to opt out of the Conduct Regulations. Please note that an Opt-Out Notice will not be effective until you have finished any existing Assignment and so cannot be given part-way through an Assignment. You do not have to opt out of the Conduct Regulations if you do not wish to do so.

18.7. **Governing Law**

This contract is governed by the law of England and any questions arising shall be dealt with by the English courts.

18.8. **Severance**

If any term of this Agreement is held by any court or other competent authority to be wholly or partially void, invalid, or unenforceable, such term shall be severed from the body of these terms (which shall continue to be valid and enforceable to the fullest extent permitted by Law).

18.9. **Our right to change these conditions**

We reserve the right to make reasonable changes to any of these terms and conditions of employment. Not less than one month's written notice of any significant changes may be given by way of an individual notice or a general notice to all employees. Such changes will be deemed to be accepted unless you notify us of any objection in writing before the expiry of the notice period.

18.10. **Notices**

Any notice pursuant to this contract shall be given in writing (excluding email), provided that notices

18.10.1. from us to you may be given by email to the most recent email address provided to us by you, and shall be deemed received forthwith upon sending unless notice of rejection is received from your email provider

18.10.2. from you to us may be given by electronic message *via* our website when you are logged in on your portal, and shall be deemed received forthwith upon sending unless you are notified of non-acceptance by the website.

18.11. **Electronic signatures**

18.11.1. This Agreement and/or your Employee Assignment Schedule may be signed by electronic signature (whatever the form the electronic signature takes), and that such method of signature shall be equally conclusive of the intention of each of us to be bound by its terms and conditions as if signed with manuscript signatures.

18.11.2. Notwithstanding that this Agreement and/or your Employee Assignment Schedule may have been signed by a form of electronic signature, and save in case of changes pursuant to clause 17.6 above, no addition, amendment to, or modification or discharge of, this Agreement and/or your Employee Assignment Schedule shall be effective otherwise than in writing on paper and signed with the manuscript signature of each party (in our case, by a director on our behalf), and no additional or modified terms may be implied by any other actions of you or the Company.

18.12. **Definitions**

18.12.1. 'Assignment' includes any Client Assignment detailed in your Employee Assignment Schedule, and Sourcing Assignments as detailed in this Agreement

18.12.2. 'Client' includes any End Client specified in your Employee Assignment Schedule.

18.12.3. 'Entire Assignment' means the entire period during which you work continuously in the same role for the same End Client, and therefore may be covered by more than one Employee Assignment Schedule.

18.12.4. 'Establishment' means a school or other educational establishment

18.12.5. 'School Days' mean weekdays during term time which are normal school days at an Establishment, and do not include days which are half term holidays

18.12.6. 'School Holidays' means weekdays which are not School Days

18.12.7. in case of doubt as to whether or not a day is a School Holiday,

- where you are to commence a Client Assignment after a School Holiday at a new Establishment, it will be considered by reference to days which are school holidays at that new Establishment
- in all other cases, it will be considered by reference to days which are school holidays at the Establishment at which you last worked on a Client Assignment.


18.12.8. 'Term Time' means all days which are School Days.

18.13. **Entire Agreement**

This Agreement and your current Employee Assignment Schedule together are intended to fully reflect the intentions and expectations of both parties as to our future dealings, and (in the event of any

dispute regarding your engagement by the Company) shall be regarded as a true, accurate and exhaustive record of the terms on which we have agreed to enter into a relationship; together, they contain and constitute the entire understanding between us, and supersede any prior arrangements relating to your employment (which shall be deemed to have been discharged by mutual consent). In case of conflict, this Agreement has priority over your Employee Assignment Schedule. You confirm that you have read and understood the contents of this document and have had the opportunity to take advice where necessary.

Signed:

 For i4 Pay Partners Limited	02.05.2024 Date
..... For Mr. John Doe Note: the terms of this contract may have been electronically accepted by Mr. John Doe by means of a specific, explicit, secure electronic transmission to i4 Pay Partners Limited. Date