

# Employment Registration Form



## Personal

Title	<input type="text"/>	First name	<input type="text"/>
Last name	<input type="text"/>	Mobile phone number	<input type="text"/>
Email address	<input type="text"/>	Date of birth	<input type="text"/>
Sex	<input type="text"/>	Nationality	<input type="text"/>
Passport number	<input type="text"/>	NI number	<input type="text"/>

## ID and right to work

Do you require a work permit?  Please upload valid form of ID, and if necessary, any supporting document:

Valid documents - See List A and B for a more detailed list of acceptable documents:  
<https://www.gov.uk/government/publications/right-to-work-checklist/employers-right-to-work-checklist-accessible-version>

## Address

Address line 1	<input type="text"/>	Address line 2	<input type="text"/>
Town/City	<input type="text"/>	Post code	<input type="text"/>

## Next of kin

Full name	<input type="text"/>	Relationship	<input type="text"/>	Mobile phone number	<input type="text"/>
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## Employment and pay

Job title	<input type="text"/>	Start date (Expected) DD/MM/YYYY	<input type="text"/>
First pay date (Expected)	<input type="text"/>	Agency name	<input type="text"/>

Have you worked for this end-client before?

Do you want the company to accrue your holiday pay from each payment made to you?

## P45

Review the options below and then please answer *A, B, C, P45, Existing Employment, or None*

- |  |  |  |   |
|--|--|--|---|
| <b>A:</b> This is my first job since 6 April and since the 6 April I have not received payments from any of the following: Jobseeker's Allowance, Employment and Support Allowance, Incapacity Benefit | <b>B:</b> Since 6 April I have had another job but I do not have a P45. And/or since the 6 April I have received payments from any of the following: Jobseeker's Allowance, Employment and Support Allowance, Incapacity Benefit | <b>C:</b> I have another job and/or I am in receipt of a State, workplace or private pension.<br><b>P45:</b> I have a P45 from my last employment. | <b>Existing Employment:</b> I have an existing employment, select 'Existing employment'<br><b>None:</b> For none of the above |
|--|--|--|---|

If available, please upload your P45 here:

## Student Loan

Do you have a student loan? Please answer *Not applicable, Plan 1, Plan 2, or Plan 4*

Do you have a postgraduate loan? Please answer *Not applicable, or Yes* (England and Wales only)

## Bank account

Bank account holder	<input type="text"/>	Account number	<input type="text"/>
Sort code	<input type="text"/>	Bank name	<input type="text"/>

## Signature

Signature	<input type="text"/>	Name	<input type="text"/>	Date	<input type="text"/>
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## **Atom Freelance Ltd**

Office 312, The Base, Dallam Lane, Warrington, England WA2 7NG

Tel: 020 4551 2400

Email: [info@atomhub.co.uk](mailto:info@atomhub.co.uk)

and

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## **OVERARCHING CONTRACT OF EMPLOYMENT**

incorporating particulars required by Employment Rights Act 1996 (as amended 2020)  
for multiple NMW+DPSB assignments - this contract is intended to be over-arching  
(including irregular hours & part-year workers)

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### **Important Note**

The rate the Agency or Client will pay us is NOT your gross pay.

It is an amount intended to cover not only your gross pay, but also

- your employment overheads (including employer's National Insurance and workplace pension auto-enrolment contributions, and apprenticeship levy),
- our own margin, and
- provision for your holiday pay.

If you work through an Agency, you should find an illustration of your expected gross pay in the Key Information Document given to you by them.

## Atom Overarching Employment Terms (NMW+DPSB) (January 2025 edition)

### 1. YOUR EMPLOYMENT

#### 1.1. Definitions and Preliminary

- 1.1.1. In this contract,
- 1.1.1.1. 'Assignment' includes any Client Assignment detailed in your Employee Assignment Schedule, and Sourcing Assignments as detailed in this Agreement.
- 1.1.1.2. 'Calendar Week' means a continuous period from a Sunday to the following Saturday, including both of those days.
- 1.1.1.3. 'Client' means any party with whom we may with your agreement contract to provide your services, and (where the context permits) includes any End Client specified in your Employee Assignment Schedule.
- 1.1.1.4. 'the Company', 'Atom', 'we', 'us', and 'our' all refer to Atom Freelance Ltd.
- 1.1.1.5. 'Continuous Employment Start Date' has the meaning given on the Signature Page at the end of this Contract.
- 1.1.1.6. 'Employment Overheads' include (but are not necessarily limited to) Employer's national insurance or social security contributions, Apprenticeship Levy, employer's pensions auto-enrolment contributions, employer contributions made at your request to a registered pension scheme, and any other sums which are
- 1.1.1.6.1. calculated based on employees' and workers' earnings (not including sums properly deductible from those earnings), and
- 1.1.1.6.2. required by applicable law to be paid by an employer/engager to persons or bodies other than the employee/worker.
- 1.1.1.7. '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.
- 1.1.1.8. 'Means of Notification of Availability for Work' has the meaning given on the Signature Page at the end of this Contract
- 1.1.1.9. 'Probationary Period' means the lesser of (a) nine months, and (b) any maximum period prescribed by law.
- 1.1.1.10. 'Role' has the meaning given on the Signature Page at the end of this Contract.
- 1.1.1.11. 'Start Date' means the date of commencement of your first Client Assignment.
- 1.1.1.12. 'Terms' means the terms and conditions of this Contract of Employment.
- 1.1.2. These Atom Overarching Employment Terms (NMW+DPSB) (January 2025 edition) will apply to all Employee Assignment Schedules referencing them.
- 1.1.3. 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.
- 1.1.4. It is your responsibility to keep us up to date with any changes to the personal details you have provided us with.

#### 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. Where there is no preceding continuity of employment, this contract of employment is conditional on
- 1.2.3.1. you demonstrating to our reasonable satisfaction, in accordance with current Home Office requirements, that you have the legal right to work in UK, and
- 1.2.3.2. actual commencement of your first Assignment,
- and there is no entitlement to payment, or to paid leave, in respect of any period before actual commencement of your first Assignment.

- 1.2.4. Subject thereto, your period of continuity of employment shall be deemed to have commenced on the Continuous Employment Start Date (see the Signature Page at the end of this Contract). No previous period of employment by us or by any other company counts as part of your period of continuity of employment with us.
- 1.2.5. We anticipate that, in relation to leave years under this contract commencing on or after 1<sup>st</sup> April 2024,
- 1.2.5.1. the number of paid hours that you will work in each pay period during the term of your contract in that year will be wholly or mostly variable, and/or
- 1.2.5.2. you may be required to work only part of the year, and there will be periods during the term of the contract of at least a week during which you are not required to work and for which you will not be paid;
- and that you will therefore fall into either or both of the categories of 'irregular hours worker' and/or 'part-year worker', as defined by the Working Time Regulations 1998, with effect from 1<sup>st</sup> April 2024.

### 1.3. **Generally**

- 1.3.1. You are employed in the Role (see the Signature Page at the end of this Contract), 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 report to the Directors, and to any other person they may from time to time specify.
- 1.3.5. You will at all times work with all proper skill and care, and in a professional manner.
- 1.3.6. We ourselves do not exercise (or assert the right to exercise) supervision and/or direction and/or control as to your manner of working whilst on Client Assignment. Subject thereto, you will comply with our lawful instructions, and with our working practices, standards, regulations and other reasonable requirements.
- 1.3.7. You may be required to spend up to one week (35 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 reasonably require you to do so, and you must not unreasonably decline work that we offer to you. 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 12 month period of employment (pro rata for part of a year) commencing on the Start Date or an anniversary thereof.
- 1.3.9. You must not accept any work if doing so would cause a breach the conditions of any visa to which you may be subject.
- 1.3.10. Whilst you are not working on Client Assignment and not on paid leave,
- 1.3.10.1. 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
- 1.3.10.2. as a minimum, you must notify us by the Means of Notification of Availability for Work (see the Signature Page at the end of this Contract) 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, if not available, the reason).
- 1.3.10.3. if you do not so contact us, (a) we may conclude that you are not available for work, and we may treat this as indicating an intention on your part to resign from your employment, unless you advise us otherwise; and/or (b) we may give you notice, including notice pursuant to **clause 13.5**, to terminate this contract and your employment.
- 1.3.11. You will act loyally and faithfully to us.

- 1.3.12. During any period when you are not on Client Assignment, including during any notice period given in accordance with clause 13, if requested by us, you agree not to contact such persons as we may reasonably specify.
- 1.3.13. You are not authorised to enter into or conclude contracts on our behalf.
- 1.3.14. You are not authorised to amend or change, or to terminate contracts on our behalf. If anyone other than ourselves attempts to discuss changes to or the termination of a Client Assignment with you, you must decline to discuss such matters and refer them to us. You must notify us immediately if you are told by anyone other than us that the Client Assignment is to end.
- 1.3.15. 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). Your place of work for a Client Assignment will generally be specified in your Employee Assignment Schedule. Our own address is Office 312, The Base, Dallam Lane, Warrington, England WA2 7NG.

#### 1.4. Client Assignments

- 1.4.1. Whilst on Client Assignment,
  - 1.4.1.1. 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
  - 1.4.1.2. you will not by your own acts defaults or omissions cause Atom to be in any way in breach of any applicable provision of the contract under which we have agreed to provide your services to the Client (a copy of which, if not already provided with the Employee Assignment Schedule, will be provided on request); and
  - 1.4.1.3. 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; and
  - 1.4.1.4. you must comply with the End Client's requirements as notified from time to time, to the extent that such requirements apply in relation to external contractors at the place of work, such as security requirements, quality requirements and health and safety procedures, but not so that your discretion as to the manner in which you perform your work is compromised; and
  - 1.4.1.5. you must notify us promptly if you become aware of any circumstances giving rise to the possibility of a claim being made against us as a result of any act, default or omission on your part, regardless of whether or not you yourself consider such claim might be justifiable; and
  - 1.4.1.6. your responsibilities include a duty to use your best endeavours to develop and extend our business, and to take 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..
- 1.4.2. Any offer of a Client Assignment
  - 1.4.2.1. shall be subject to these Terms and to the applicable Employee Assignment Schedule; and
  - 1.4.2.2. is conditional on the Client contracting unconditionally with us for the Assignment.
- 1.4.3. You may accept an offer of a Client Assignment by signing and returning a copy of the Employee Assignment Schedule to Atom. Even if you do not sign and return a copy, you will be deemed to have accepted the offer if you commence work on the Assignment after the Assignment Start Date.
- 1.4.4. A contract for a Client Assignment is legally binding, and you will be liable to indemnify us against any liability we may incur or loss we may suffer as a result of any failure on your part to comply with any of its terms.
- 1.4.5. By accepting a Client Assignment,
  - 1.4.5.1. you warrant that you have disclosed to us any health-related matters or issues which
    - 1.4.5.1.1. might reasonably be expected to affect your ability to undertake functions intrinsic to the Assignment (subject to any reasonable adjustments that may be required being made), or
    - 1.4.5.1.2. might require adjustments to be made to enable you to undertake the Assignment, or
    - 1.4.5.1.3. might reasonably be expected to result in your health being adversely affected if you were to undertake the Assignment;
  - 1.4.5.2. you warrant that you are not subject to any restriction (whether contractual or otherwise) which might restrict you from performing it; and
  - 1.4.5.3. you accept that, save for payment at the applicable National Minimum Wage (or, if applicable, National Living Wage) rate for authorised time spent actually spent working on Assignment, we

may withhold payment from you until we ourselves have been paid by our Client, and you agree that you have considered any credit risks and found them to be acceptable.

- 1.4.6. If on any day which would otherwise have been a normal working day of the Client Assignment,
  - 1.4.6.1. you do not work, and
  - 1.4.6.2. you have not requested us to take the day as annual paid leave, and
  - 1.4.6.3. you have not told us that you wish to take statutory paid leave, and
  - 1.4.6.4. you have not contacted us before the end of that day to tell us that you are not working and the reason,then we shall be entitled to conclude that the Client Assignment has ended.

## 2. AGENCY WORKERS REGULATIONS

- 2.1. Before accepting a Client Assignment, you must give us details of any previous periods during which you have worked for the End-Client. This is to help us correctly calculate the 'Qualifying Period', and ensure that you receive your full rights under the Agency Workers Regulations 2010.
- 2.2. You must notify us promptly in writing if you become aware of any information which suggests that you may not be receiving such equality of treatment as you may consider yourself entitled to under the Agency Workers Regulations 2010, in order that we may have a proper opportunity to investigate and make any necessary changes.
- 2.3. When assessing your pay entitlement under regulation 5 of the Agency Worker Regulations 2010,
  - 2.3.1. regard shall be had to any official Guidance to the Agency Worker Regulations 2010;
  - 2.3.2. 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; and
  - 2.3.3. where we have, at your request, agreed to implement an arrangement in order to pay employers contributions into a SIPP or other registered pension scheme for you, you agree that the amount of such employers contributions made at your request shall nevertheless be taken into account as forming part of your pay.
- 2.4. If, in relation to any Client Assignment,
  - 2.4.1. you have completed the Qualifying Period under regulation 7 of the Agency Worker Regulations 2010, and
  - 2.4.2. the amount you receive in pay under that Client Assignment (calculated as set out in clause 2.3 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
  - 2.4.3. 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. **General:** The agency or client will pay us an inclusive rate (sometimes called a 'limited' or 'umbrella rate'). This inclusive rate constitutes this company's own income, and is intended to cover the total cost and expense that we may incur by reason of or which are directly related to your engagement, including Employment Overheads, and our own profit. This inclusive rate is **not** your wages.
- 3.2. **Wages:** You are entitled to wages for all authorised time actually worked on Assignment, subject in all cases to you complying with all applicable procedures and requirements. We undertake that we will pay your wages for all authorised time actually worked on Assignment, whether or not we ourselves receive payment in respect of that work.
  - 3.2.1. Time worked in excess of those specified in your current Employee Assignment Schedule will only be paid if authorised by the End Client, and so if you work additional time without first getting such authorisation, you accept the risk that such time will be unpaid.
  - 3.2.2. Your wages will be at the applicable National Minimum Wage (or, if applicable, the National Living Wage) rate; and will commence when the first Client Assignment commences.
  - 3.2.3. For the avoidance of doubt there is no obligation on any End Client to require you to work on any day, and no obligation on us to make payment in respect of any day on which your services are not required.

- 3.2.4. You will be paid monthly in arrears, directly into your bank account, and on or around the last working day of each month, unless otherwise indicated in your current Employee Assignment Schedule.
- 3.2.5. You will be provided with a payslip for each pay period, which will include a statement of the number of hours worked during that pay period.
- 3.3. **Guarantee:** If at the end of any 12 month period of employment commencing on the Start Date or an anniversary thereof, we have failed to offer you at least 336 hours (pro rata for part of a year) of paid work we will pay you at the applicable National Minimum Wage (or, if applicable, the National Living Wage) rate for such number of hours as is represented by 336 (pro rata for part of a year), less the number of hours offered you during that period.
- 3.4. **Bonus:** You may be considered periodically for a Discretionary Profit Sharing Bonus (DPSB), provided that:
  - 3.4.1. you have, in our reasonable opinion, generated sufficient profits, as determined by us, to warrant the grant of such a Bonus; and
  - 3.4.2. you have not breached the terms of this Agreement.
- 3.5. Any bonus will be subject to deductions for PAYE tax and NIC, as required by law. The starting point for determining the amount of any bonus will generally be the balance remaining of Company revenues generated by you (excluding VAT), after deduction of our margin, provision for your wages, paid leave entitlement and all other sums otherwise payable to you, and all overheads and other payments made by us and relating to or resulting from your employment.
- 3.6. The fact that a bonus may be paid in one period shall not be taken to imply any right, either to a bonus, or as to the amount or basis of calculation thereof, or that such bonus is anything other than discretionary. Whether any bonus is in fact paid, and (if so) the amount of bonus, will remain discretionary, until the time it is actually paid to you.
- 3.7. To the extent that your gross taxable pay (excluding holiday pay) exceeds your wages (calculated at the applicable National Minimum Wage / National Living Wage) rate, it constitutes your Discretionary Profit Sharing Bonus, even if not separately identified as such on your payslip.
- 3.8. **Reimbursement of Expenses:** At the start of each Entire Assignment, 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).
- 3.9. 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
  - 3.9.1. we are satisfied that the reimbursement would not offend against any applicable salary sacrifice or other legislative requirements
  - 3.9.2. we are satisfied that the expense claimed can legitimately be reimbursed without deduction of tax and NIC
  - 3.9.3. both the nature of the expense and the amount are (where practicable, and where applicable) agreed in advance
  - 3.9.4. you comply with our current rules and procedures for expense claims
  - 3.9.5. 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.
- 3.10. 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.
- 3.11. **Deductions:**
  - 3.11.1. Notwithstanding anything in the remainder of this section, all tips that we may receive and which are due to you will be passed on to you 100% without deduction, promptly on receipt by us, and save only for statutory deductions.
  - 3.11.2. We will make all necessary deductions from your pay as required by law.
  - 3.11.3. If any money becomes lawfully due from you to us (including Pay Advances, and money that may have been overpaid to you in error), we may deduct all or part of such money from any sums due to you (including pay).
  - 3.11.4. If we have advanced you monies against your accrued paid leave reserve fund, 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.
  - 3.11.5. If you are in breach of contract we may withhold the whole or part of any monies otherwise due to you (including pay) 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.

- 3.11.6. If in breach of contract you terminate an Assignment without giving the full period of notice that you are contractually required to give, or if you fail to pay the Client an amount the Client reasonably considers to be due from you to the Client, and (in either case) 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 pay).
  - 3.11.7. 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 pay), provided that we may not withhold more than the value of the equipment (if not returned) or the cost of repair (if returned damaged).
  - 3.11.8. 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;
    - 3.11.8.1. 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 pay); and
    - 3.11.8.2. if the investigation concludes that you were responsible for the damage, we may make deductions from any sums due to you (including pay) in respect of the cost of repair, up to a maximum of such excess.
  - 3.11.9. We may make deductions from any sums due to you (including pay) in respect of any Penalty Charge Notice or other road traffic fixed penalty for which you have incurred liability.
  - 3.11.10. Subject to End-Client authorisation in respect of any hours worked in excess of those specified in your current Employee Assignment Schedule, we will not withhold wages in respect of any periods you have actually worked, whether or not we are paid by the Client.
- 3.12. **Ad hoc Pay Advances**
- 3.12.1. We may from time to time operate a scheme for making *ad hoc* Pay Advances, in conjunction with a Pay Advance Partner. If we do operate such a scheme,
    - 3.12.1.1. Pay Advances are intended to help those who might otherwise need to take a 'payday loan' from a third party;
    - 3.12.1.2. the amount of any Pay Advance will be limited by your accrued entitlement to pay for time already worked;
    - 3.12.1.3. any Pay Advance must be repaid in full out of net after-tax income on your next payday, together with any Administration Fee; and
    - 3.12.1.4. the following provisions of this clause shall apply.
  - 3.12.2. In this clause
    - 3.12.2.1. 'Pay Advance' means an advance by us to you, on account of your accrued entitlement to pay for time already worked.
    - 3.12.2.2. 'Pay Advance Partner' means a company administering requests made to us for Pay Advances.
    - 3.12.2.3. 'Administration Fee' means our Pay Advance Partner's administration fee, in relation to a Pay Advance; the amount will vary according to the amount of the Pay Advance, and will be disclosed to you before you decide whether or not to accept any offer of a Pay Advance.
  - 3.12.3. You may from time to time be eligible to request Pay Advances.
  - 3.12.4. By making a request for a Pay Advance, you consent to your personal data held by us being processed by us and by our Pay Advance Partner (acting as our data processor) for all related purposes, including considering and processing your request, and obtaining repayment of any Pay Advance we may make.
  - 3.12.5. In considering any request for a Pay Advance, your employment record with us, and the history of any previous Pay Advances made to you, will be taken into account, but no third party credit check will be made, and no 'footprint' will be left on your credit record. We may (but are not obliged to) agree your request.
  - 3.12.6. We, in conjunction with our Pay Advance Partner, may introduce an online system to manage requests for Pay Advances. If we do so, decisions in relation to requests for Pay Advances may be made on an automated basis.
  - 3.12.7. No interest is payable in respect of Pay Advances repaid on the due date.
  - 3.12.8. Any Pay Advance we may agree to make
    - 3.12.8.1. will be subject to your agreement to pay the Administration Fee

- 3.12.8.2. will be paid direct into your bank account
- 3.12.8.3. will be repayable from (and may be deducted from) your net pay.
- 3.12.9. The Administration Fee will be payable from (and may be deducted from) your net pay.
- 3.12.10. To extent not so deducted and repaid, a Pay Advance, together with the Administration Fee, shall constitute a debt due from you, and shall be payable on demand.

#### 4. HOLIDAYS AND PAID LEAVE

- 4.1. This **clause 4.1** only applies to you if you are *neither* an 'irregular hours worker' *nor* a 'part-year worker'.
  - 4.1.1. Your paid leave entitlement will accrue in accordance with regulations 13 and 13A of the Working Time Regulations 1998.
  - 4.1.2. Unless otherwise notified to you in relation to (and for the duration of) a specific Client Assignment,
    - 4.1.2.1. your annual paid leave entitlement is 5.6 weeks per year; this includes any paid leave entitlement you may have in respect of bank and public holidays; and
    - 4.1.2.2. during the first year of your employment, your annual paid leave entitlement accrues at  $5.6/12 = 0.4667$  working weeks per month ( $5.6/52 = 0.1077$  working weeks per week).
  - 4.1.3. 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.
  - 4.1.4. The amount of a week's pay for the purposes of paid leave will be calculated in accordance with regulation 16 of the Working Time Regulations 1998 (as amended), and based on an average of your gross pay (disregarding (a) payment for paid leave itself, and (b) any advances we may have made against your annual paid leave reserve entitlement), calculated over the applicable reference period (52 weeks). We may accumulate a paid leave reserve fund from revenues generated by you, and we may agree from time to time to make advances to you from your paid leave reserve fund; details will be set out in your Leave Pay Advances form which can be found at Annex C.
  - 4.1.5. **Clause 4.3** will also apply to you, if you fall within this **clause 4.1**.
- 4.2. This **clause 4.2** will apply to you if you are an *irregular hours worker* and/or a *part-year worker*.
  - 4.2.1. Your paid leave entitlement will accrue in accordance with regulation 15B of the Working Time Regulations 1998.
  - 4.2.2. Unless otherwise notified to you in relation to (and for the duration of) a specific Client Assignment,
    - 4.2.2.1. your paid leave entitlement during a pay period in which you *have not* been on sick or statutory leave will be calculated in hours, and will accrue at the rate of 12.07% of the number of hours worked during the pay period;
    - 4.2.2.2. your paid leave entitlement during a pay period in which you *have* been on sick or statutory leave will be calculated in hours, and will accrue at the rate of 12.07% of the historic average number of weekly hours worked (disregarding weeks during all or part of which you were on sick or statutory leave), multiplied by the number of weeks in the pay period;
    - 4.2.2.3. your paid leave entitlement is subject to a maximum of 28 days per year;
    - 4.2.2.4. the number of hours of paid leave accruing during a pay period will be subject to rounding to a whole number of hours; less than 30 minutes will be rounded down, and 30 minutes or more will be rounded up.
    - 4.2.2.5. there is no separate or additional paid leave entitlement in respect of bank and public holidays.
  - 4.2.3. The amount of a week's pay for the purposes of paid leave will be calculated in accordance with regulation 16 of the Working Time Regulations 1998 (as amended), and based on historic averages of your weekly earnings and of the number of hours worked in each week, calculated over the applicable reference period (max. 52 weeks). We may accumulate a paid leave reserve fund from revenues generated by you, and we may agree from time to time to make advances to you from your paid leave reserve fund; details will be set out in your Leave Pay Advances form which can be found at Annex C.
  - 4.2.4. Alternatively, in lieu of the previous provision, we may choose to pay your paid leave entitlement on a 'rolled-up' basis, in accordance with regulation 16A. If we do so, we will:
    - 4.2.4.1. tell you in advance that we intend to do so,
    - 4.2.4.2. calculate your holiday pay as a 12.07% uplift to your remuneration for work done, and pay it each pay period,

- 4.2.4.3. in each pay period whilst you are on sick or statutory leave, pay you an amount based on a historic average of the amount of holiday pay paid during previous pay periods, and
    - 4.2.4.4. show the amount so paid on an itemised payslip,
  - 4.2.5. **Clause 4.3** also applies to you, if you fall within this **clause 4.2**:
- 4.3. This **clause 4.3** will apply to you in any event, ie regardless of whether you fall within **clause 4.1** or **clause 4.2**.
  - 4.3.1. Annual paid leave may be taken both during, and between Assignments. You must request our approval for annual paid leave by giving us written notice of at least twice as many days in advance of the earliest day specified in the notice as the number of days or part-days to which the notice relates; (example: to request 1 week's leave, you must give us notice at least 2 weeks in advance of the first day of the requested leave).
    - 4.3.1.1. If we wish to refuse such a request, we will give you written notice of at least as many days in advance of the earliest day specified in the notice as the number of days or part-days to which the notice relates; (example: to refuse a request for 1 week's leave, we must give you notice at least 1 week in advance of the first day of the requested leave).
  - 4.3.2. You may from time to time, and subject to qualifying conditions, become entitled to additional statutory rights and entitlements, such as:
    - 4.3.2.1. paid time off for ante-natal appointments, and/or
    - 4.3.2.2. SMP, SAP, SPP, ShPP, PBLP (together, 'statutory pay'), and/or
    - 4.3.2.3. maternity leave, paternity leave, adoption leave, shared parental leave, and parental bereavement leave (together, 'statutory leave');provided that:
    - 4.3.2.4. you must tell us in advance if you wish to take any paid time off for ante-natal appointments and/or statutory leave; and
    - 4.3.2.5. we do not make any such payments beyond or exceeding those required by law.
  - 4.3.3. The leave year (holiday year) runs from 1st April in each year.
    - 4.3.3.1. annual paid leave entitlement which could not be taken as a result of taking a period of absence from work due to sickness or injury may be carried forwards into the following leave year, provided that it must be taken by the end of the period of 18 months after the end of the leave year in which the entitlement originally arose;
    - 4.3.3.2. annual paid leave entitlement which could not be taken as a result of taking a period of statutory leave in a leave year may be carried forwards into the following leave year;
    - 4.3.3.3. If you anticipate difficulty in taking any part of your annual paid leave entitlement before the end of the leave year, you should contact us before the leave year end, and if you do so, we will work with you, with a view to finding a solution which does not result in you losing any part of your annual paid leave entitlement.
  - 4.3.4. Subject to the above,
    - 4.3.4.1. annual paid leave entitlement may not be carried forwards from year to year, and must be taken within the leave year during which it accrued;
    - 4.3.4.2. it is your responsibility to ensure that you take any annual paid leave entitlement before the end of the leave year;
    - 4.3.4.3. any untaken paid leave entitlement not so taken will be lost; and
    - 4.3.4.4. any accrued but untaken paid leave entitlement which has not been lost will be paid in lieu on termination.
  - 4.3.5. If on termination of your employment 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 calculated in accordance with the Working Time Regulations 1998 (as amended) will be made to your final pay. If you have taken more than the amount of paid leave to which you are entitled, this will mean that a deduction is made, and any balance due shall be a debt due to us and payable on the last day of your employment.
  - 4.3.6. You have no entitlement to paid leave, save as set out in this **clause 4**.

## 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. We do not make any payment for sickness and injury beyond statutory sick pay as required by law. 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. You do

not have normal working days, for the purposes of the qualifying period for Statutory Sick pay, and your qualifying days will be the days of the week you were due to work in a week in which you are off sick, or, if no such days have been agreed (or if you were not due to work in a week in which you are off sick), Wednesday.

- 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. Sickness absence related to an injury or accident at work must be reported to our HR team immediately or, in the case of incapacity, as soon as it is reasonably practical.
- 5.5. 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).
- 5.6. You agree to consent to a medical examination (at our expense) by a doctor appointed by us, should we so require.
- 5.7. You warrant that you have disclosed (and on an ongoing basis will promptly disclose) to us any medical conditions or other circumstances known to you which might adversely affect your ability to perform the duties of your position/role, and/or of any Assignment we may propose to allocate to you.

## **6. WORKING DAYS AND HOURS**

- 6.1. The expected days of work during any assignment will generally be Mondays to Fridays.
- 6.2. The expected hours of work during any assignment will generally be 35-40 hours per week.
- 6.3. The normal days and normal hours may be set and varied by us from time to time.
  - 6.3.1. Client Assignments: Your normal working days and normal working hours are such days and hours as we may specify from time to time to be required for your current Client Assignment, and will be shown in your Employee Assignment Schedule. You will work such additional hours as we agree. 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.
  - 6.3.2. Sourcing Assignments: You may be required to spend up to one week (35 hours), during the week following the end of the immediately preceding Client Assignment, as specified in clause 1.3.7.
- 6.4. You will cooperate and comply with such means of recording working time and expenses as we may reasonably specify from time to time.
- 6.5. 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.
- 6.6. The Client may, for whatever reason, require us to temporarily suspend your Assignment. If your Assignment is to be suspended, we will give you as much notice as possible. You will not be entitled to be paid in respect of any such period of suspension.
- 6.7. We are required to display on your payslip the total number of hours for which you have worked during each pay period.
  - 6.7.1. We ourselves may not have direct visibility of these hours (for example, if you send a timesheet direct to the agency, or if you are paid on the basis of a day rate and not by the hour).
  - 6.7.2. To enable us to comply with our own obligations, you must therefore:
    - 6.7.2.1. keep appropriate records, and
    - 6.7.2.2. notify us on an ongoing basis of the total number of hours worked during each pay period, and
    - 6.7.2.3. notify us promptly if you consider the figure stated on your payslip for the total number of hours worked to be inaccurate.

## **7. WORKING TIME REGULATIONS AND EU DRIVERS' HOURS RULES**

- 7.1. Definitions applicable throughout this section:
  - 7.1.1. 'EU Drivers' Hours Rules' means the Community Drivers' Hours Regulation (EC) 561/2006, as amended by The Drivers' Hours and Tachographs (Amendment etc.) (EU Exit) Regulations 2019 (SI 2019 no 453), Regulation (EU) 2020/1054, and the Drivers' Hours and Tachographs (Amendment) Regulations 2021 (SI 2021 no 135)
  - 7.1.2. 'Periods of Availability' means periods of waiting time as defined under the Road Transport (WT) Regulations, namely periods of waiting time the duration of which is known about in advance by you. Such periods of time

consist of time spent when you are not required to remain at your workstation, but must be available to answer calls to start or resume driving or other work on request; and the period and the foreseeable duration is known in advance, either before departure or just before the start of the period of availability in question.

- 7.1.3. 'Road Transport (WT) Regulations' means the Road Transport (Working Time) Regulations 2005 or any other Regulations that supersede or replace these Regulations.
  - 7.1.4. 'Mobile Worker' means any worker forming part of the travelling staff, including trainees and apprentices, who is in the service of an undertaking which operates transport services for passengers or goods by road for hire or reward or on its own account;
  - 7.1.5. 'Other Work' means all activities which are defined as working time under the Working Time Directive except driving and includes any work within or outside the transport industry where you are not at the disposal of us or of the Client;
- 7.2. Unless you are a Mobile Worker working in operations that are subject to EU Drivers Hours Rules, or are working in an industry to which other special rules apply:
- 7.2.1. 'Working Time' means working time as defined by the Working Time Regulations 1998 as amended ("WTR").
  - 7.2.2. The Working Time Regulations 1998 require that you do not work for more than 48 hours in any week, unless you have agreed in advance to waive that limit. Whether or not you have agreed to this is set out on the Signature Page at the end of this Contract,
    - 7.2.2.1. **If you have** indicated such agreement on the Signature Page at the end of this Contract, the 48 hour limit specified in the Working Time Regulations 1998 shall not apply to your employment, for so long as such agreement remains in force; you have the right to give us notice in writing to withdraw such agreement.
    - 7.2.2.2. **If you have not** indicated such agreement on the Signature Page at the end of this Contract, or if you do so indicate but subsequently withdraw such agreement, the Company must ensure that it does not offer you work which would result in you working for more than 48 hours in any week. You must therefore keep the Company informed of the hours that you work for third parties, so that it can comply with its own obligations.
    - 7.2.2.3. You may tell us of future changes to your wishes by using the form in **Annex A**. If you are working on Client Assignment at the time you give notice, and wish to withdraw your agreement to waive the 48 hour limit, your notice will take effect after 3 months'. Otherwise, your notice will take effect immediately.
  - 7.2.3. Time spent travelling to the Client's premises; lunch breaks and other rest breaks shall not count as part of your Working Time for these purposes.
- 7.3. If you are a Mobile Worker and are working in operations that are subject to EU Drivers Hours Rules:
- 7.3.1. 'Working Time' means working time as defined by the Road Transport (WT) Regulations, namely, time consisting of those periods during which you are at your workstation at the disposal of us or the Client and exercising your functions or activities, and (where the Road Transport (WT) Regulations apply) such periods of time as are devoted to road transport activities, such as driving, loading, and unloading, assisting passengers boarding a vehicle, cleaning and maintenance of a vehicle, and all other work intended to enhance the safety of a vehicle, cargo and passengers or to fulfil the legal or regulatory obligations directly linked to specific transport operations.
  - 7.3.2. The relevant reference period to calculate average Working Time used by the Employment Business will be a 17-week reference period as specified in the Road Transport (WT) Regulations.
    - 7.3.2.1. The start date for the relevant reference period shall be the date on which you commence the first Assignment.
    - 7.3.2.2. In certain circumstances, this reference period may be changed to a rolling 17-week reference period, in which case we will notify you in writing accordingly.
    - 7.3.2.3. In addition, the relevant reference period used by us may be increased to 26 weeks if you enter into a valid collective or workforce agreement with us.
  - 7.3.3. Time spent doing Other Work for any employer shall not be counted as rest for the purposes of the EU Drivers Hours Rules; and for these purposes, the number of hours worked by you during a week comprises
    - 7.3.3.1. the total number of hours of Other Work for any employer except us and the Client,
    - 7.3.3.2. Working Time for us and the Client, and
    - 7.3.3.3. the total number of hours spent as Periods of Availability as defined under the Road Transport (WT) Regulations.

- 7.3.4. Time spent travelling to the Client's premises, lunch breaks and other rest breaks shall not count as part of your Working Time or Periods of Availability and accordingly you will not be paid for such periods of time.
- 7.3.5. You must take all reasonable steps to comply with the EU Drivers' Hours Rules and the Road Transport (WT) Regulations, and observe all rules relating to the operation and maintenance of any vehicle, including those relating to the conduct of operation.
- 7.3.6. You must not accept or undertake any work that causes you to infringe the EU Drivers' Hours Rules or the Road Transport (WT) Regulations.

## **8. PENSIONS**

- 8.1. 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.
- 8.2. The Company's chosen Auto-Enrolment pension scheme provider is People's Pension. 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.
- 8.3. Subject thereto, there is no company pension scheme.
- 8.4. 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.

## **9. INTELLECTUAL PROPERTY RIGHTS**

- 9.1. All rights in the nature of Intellectual Property Rights (including, but not limited to, copyright) arising in any work created by you (whether alone, or in conjunction with others) in the course of an Assignment must be disclosed promptly to us, and shall vest in us.
  - 9.1.1. 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.
  - 9.1.2. You waive any moral rights in such work to which you now or may at any future time be entitled under Chapter IV of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction, including (but without limitation) the right to be identified, the right of integrity and the right against false attribution, and agree not to institute, support, maintain or permit any action or claim to the effect that any treatment, exploitation or use of the Works infringes his/her moral rights.
  - 9.1.3. This clause 9.1 shall not apply, to the extent that it conflicts with the provisions of any document approved by us and signed direct between you and the End Client.
- 9.2. 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.

## **10. CONFIDENTIALITY**

- 10.1. 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:
  - 10.1.1. during the employment, except in the proper course of the employment, or
  - 10.1.2. at all, after the termination of the employment.
- 10.2. You will sign any reasonable form of non-disclosure, secrecy, or confidentiality agreement that may be required from time to time.
- 10.3. Nothing in this clause shall operate so as to prevent you or, where applicable, us (or any of our officers, employees, workers or agents) from:
  - 10.3.1. reporting a suspected criminal offence to the police or any law enforcement agency or co-operating with the police or any law enforcement agency regarding a criminal investigation or prosecution;
  - 10.3.2. doing or saying anything that is required by HMRC or a regulator, ombudsman or supervisory authority;
  - 10.3.3. whether required to or not, making a disclosure to, or co-operating with any investigation by, HMRC or a regulator, ombudsman or supervisory authority regarding any misconduct, wrongdoing or serious breach of regulatory requirements (including giving evidence at a hearing);
  - 10.3.4. complying with an order from a court or tribunal to disclose or give evidence;
  - 10.3.5. disclosing information to any person who owes a duty of confidentiality (which you and we agree not to waive) in respect of information disclosed to them, including legal or tax advisers or, in your case, persons

providing you with medical, therapeutic, counselling or support services (provided they owe you a duty of confidentiality which remains unwaived);

- 10.3.6. making any other disclosure as required by law; or.
- 10.3.7. making any disclosure of information that falls within section 17(2) of the Victims and Prisoners Act 2024; or
- 10.3.8. making a "protected disclosure" within the meaning of Part 4A (Protected Disclosures) of the Employment Rights Act 1996; for the avoidance of doubt, this includes protected disclosures made about matters previously disclosed to another recipient;

10.4. Your obligations under this clause shall survive the termination of this Agreement, for whatever reason.

## **11. SOCIAL MEDIA, COMPUTERS, AND TELECOMMUNICATIONS**

11.1. 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.

## **12. DISCIPLINARY AND GRIEVANCE PROCEDURES**

12.1. 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. A copy of the procedures in force at the date of this contract is at Annex B.

12.2. Any grievance should be brought to the attention of your Atom account manager in the first instance. If your account manager is unable to resolve it, you may refer it to a Atom Director.

12.3. If you believe you have a grievance relating to an Assignment, you must first raise it with us. You must not raise it with the agency or client without our consent.

12.4. Appeals in relation to disciplinary matters may be made to a Atom Director.

12.5. If for any reason you consider bringing a Tribunal claim against any party which relates in any way to work undertaken pursuant to this contract, you must before commencing the Tribunal claim (i) raise the matter with us under our grievance procedure, and (ii) allow us a reasonable opportunity to resolve the issue. If you are in breach of this provision, you must indemnify us against all costs which we may ourselves incur, and/or all liabilities to which we may be exposed, as a result of those Tribunal proceedings.

## **13. TERMINATION**

13.1. Your employment is subject to an initial Probationary Period (see Definitions). Until the Probationary Period ends, either party may terminate the employment by immediate written notice, unless you have already worked for one month, in which case (a) you may terminate the employment by one week's written notice, and (b) we may terminate the employment by two weeks' written notice..

13.2. Subject thereto, your employment is not for a fixed term and is not of a temporary nature.

13.2.1. It may be terminated by notice, as set out below.

13.2.2. It may be terminated without notice and without making payment in lieu of notice, where we are justified in so doing, for example as a result of gross misconduct.

13.2.3. It may automatically terminate, without any requirement for notice, as set out below.

13.3. Termination of a Client Assignment does not terminate your contract of employment. Termination of your Employment Contract will automatically terminate any then-current Assignment. A Client Assignment will terminate automatically if the Client Contract for that Client Assignment is terminated (either by us, or by the Client), or expires and is not renewed.

13.4. You may not terminate your employment until the Client Contract for any current Client Assignment can also be lawfully terminated by us. The period of notice we must give the Client to terminate the Assignment is shown in your Employee Assignment Schedule. 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:

13.4.1. During the first month, either by you or by us with immediate effect

13.4.2. Thereafter, until you have achieved two years continuous employment, either (a) by you giving us one week's notice, or (b) by us giving you two weeks' notice

13.4.3. Thereafter, either (a) by you giving us one week's notice, or (b) by us giving you notice of one week, plus one additional week for each year of continuous employment, up to a maximum of twelve (maximum notice thirteen weeks).

13.5. Without prejudice to our rights under any other provision of this contract to give notice to terminate at any time, we may give you notice to terminate your employment at any time when all of the following statements are true:

- 13.5.1. you have no current Client Assignment, and
  - 13.5.2. you have not worked on Client Assignment at any time during the immediately preceding Calendar Week, and
  - 13.5.3. you have not contacted us, as required by **clause 1.3.10**, during the immediately preceding Calendar Week to confirm your availability for work.
- 13.6. Your employment will automatically terminate, without any requirement for notice, on the first day on which you undertake paid work for a third party, other than *via* ourselves, at a time when:
- 13.6.1. you have no current Client Assignment, and
  - 13.6.2. you have not worked on Client Assignment at any time during the immediately preceding Calendar Week.
- 13.7. If following termination of your employment pursuant to any of the above provisions, a further Assignment ('New Assignment') is offered to and accepted by you, the start date of that New Assignment shall be the commencement of a new employment subject to these Terms (including this clause), save only that your period of continuous employment under that new employment shall commence on the first day of that New Assignment, unless otherwise provided by law.
- 13.8. 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.
- 13.9. For the avoidance of doubt, whilst payment will be made for time worked during notice periods, no payment in lieu of notice will be made, save where otherwise required by law.
- 13.10. 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.

#### **14. DATA PROTECTION AND PRIVACY**

- 14.1. We are required by law to give you information about the personal data (including sensitive personal data / special category data) about you that we record, keep and process, and about the conditions under which we ensure our processing of such data is lawful.
- 14.2. This information is now contained in our Employee, Worker, and Freelance Contractor Data Protection and Privacy Notice. This notice is not contractual, and may be changed from time to time. A copy of the notice in force at the date of this contract is provided to you at the time of signing this contract.

#### **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; and.
  - 15.1.6. report any workplace near misses, injuries or accidents immediately or, in the case of incapacity, as soon as is reasonably practical.
- 15.2. Failure to comply with Health and Safety requirements is a serious matter, and may result in disciplinary action, including dismissal.

#### **16. PREVENTION OF BRIBERY AND CORRUPTION**

- 16.1. The Company takes 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.
- 16.2. 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.

## 17. PREVENTION OF DISCRIMINATION AND HARASSMENT

- 17.1. We are committed to promoting equal opportunities in employment.
- 17.1.1. You and any job applicants will receive equal treatment regardless of age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation.
- 17.2. We take a 'zero tolerance' approach to unlawful discrimination, sexual harassment, and all other forms of harassment of any person with whom our employees, workers and contractors may come into contact in the course of their work.
- 17.2.1. These may include, but will not be limited to, current and former employees, workers and contractors, job applicants, agency staff, end-client staff and end-client customers, suppliers and visitors.
- 17.2.2. This applies in the workplace, outside the workplace (when dealing with work-related contacts or when wearing a work uniform), and on work-related trips or events including social events.
- 17.3. All employees, workers, and contractors must familiarise themselves with, and must comply with, our policies in relation to both sexual harassment, and all other forms of discrimination.
- 17.4. All employees, workers, and contractors are intended to benefit from our policies in relation to sexual harassment and all other forms of discrimination, and are encouraged to report any instances they may encounter of sexual harassment or other discrimination.
- 17.4.1. All such reports will be treated seriously and in confidence, will be investigated, in accordance with our policies, and appropriate action taken.
- 17.5. Unlawful discrimination or harassment will be treated as a disciplinary matter and may result in the immediate termination of your employment or engagement.

## 18. PREVENTION OF THE FACILITATION OF TAX EVASION

- 18.1. The Company takes a zero tolerance approach to tax evasion. You must not engage in any form of facilitating tax evasion, whether under UK law or under the law of any foreign country.
- 18.2. You must immediately report to the Compliance Officer or a director any request or demand from a third party to facilitate the evasion of tax, or any concerns that such a request or demand may have been made. Failure to do so will be treated as a disciplinary matter and may result in the immediate termination of your employment.

## 19. COMPLIANCE WITH ALL OTHER APPLICABLE LAWS

- 19.1. In addition to the specific requirements for compliance elsewhere in this Agreement, you expressly agree that you will at all times comply with all other applicable laws, statutes, regulations and codes from time to time in force.

## 20. OTHER OBLIGATIONS OF EMPLOYEE

- 20.1. **Staff Handbook**  
The Company may publish a Staff Handbook containing detailed information about the Company's procedures and policies. If the Company does so, you will be required to familiarise yourself with its content, keep up to date with any changes, and generally to abide by its provisions. If you are uncertain on any point contained in the Staff Handbook, you should discuss it with a Director. The Staff Handbook (when published) is not contractual, and the Company may change it from time to time.
- 20.2. **Vehicles**  
If you provide a vehicle for commuting or for use in connection with your work, you must ensure that it is in all respects lawful, roadworthy, and taxed. You must also ensure that your motor insurance includes provision for 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.
- 20.3. **Integrity**  
You must maintain the highest standards of honesty and fair dealing in your work.
- 20.4. **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.
- 20.5. **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. If you have had such a conviction in the past (other than a conviction which is 'spent' within the meaning of the Rehabilitation of Offenders Act) you must do likewise;
- 20.6. **Other work**

- 20.6.1. You must devote the whole of your time, attention and abilities during your working hours on 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;
- 20.6.2. 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.
- 20.6.3. We do not seek to restrict what you do outside the working hours of your current Assignment. 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.

20.7. **Working Clothing**

You must provide yourself with suitable working clothing; any protective clothing or equipment which may be necessary to minimise risks to your health or safety will be provided without charge.

20.8. **Property**

20.8.1. 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.

20.8.2. 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.

**21. CONDUCT OF EMPLOYMENT AGENCIES AND EMPLOYMENT BUSINESSES REGULATIONS 2003 - OPTING OUT**

- 21.1. Where we provide you with work-finding services, these regulations will apply to us, and our capacity will be that of an 'Employment business'.
- 21.2. In relation to an agency, our position in relation to these regulations will be that of a '*work-seeker which is a company*', and yours will be that of the '*person who is or would be supplied ... to carry out the work*'.
- 21.3. If we contract at your request with an agency ('Employment business') for the provision of your services, you and we may agree to opt out of these regulations, unless you will be working with children or other vulnerable people.
- 21.4. If you opt out of these regulations, our contract with the Agency for your services may include restrictions legally binding on you and affecting your future dealings with the End-Client, which you must comply with.
- 21.5. If you notify us that you wish to opt out, we will support your decision, and by so notifying us, you authorise us to tell the agency that you wish to opt out.
- 21.6. Your initial wishes in relation to opting out of these Regulations are shown on the Signature Page at the end of this contract.
- 21.7. You may use the form in **Annex D** to tell us of future changes to your decision in relation to opting out.
- 21.8. The Assignment Schedule for your current Assignment will show whether or not you have elected to opt out of these regulations for that Assignment.

**22. GENERAL**

- 22.1. **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.
- 22.2. **Collective Agreements**  
No collective agreement will apply to your employment with the company.
- 22.3. **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.
- 22.4. **Other benefits**  
There are no other benefits to be provided by us to which you are entitled as a result of your employment.
- 22.5. **Governing Law**  
This contract is governed by the laws of England and Wales and any questions arising shall be dealt with by the courts of England and Wales.
- 22.6. **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).

- 22.7. **Notices**  
Any notice pursuant to this contract shall be given in writing (excluding email), provided that notices
- 22.7.1. 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
- 22.7.2. 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.
- 22.8. **Electronic signatures**
- 22.8.1. 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.
- 22.8.2. 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 22.9.1, no addition, amendment to, or modification or discharge of, this Agreement and/or your Employee Assignment Schedule shall be effective otherwise than in writing and signed by 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 us.
- 22.9. **Our right to change these conditions**
- 22.9.1. We reserve the right to make reasonable changes to any of the terms and conditions of this contract. 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. Such changes will be deemed to be accepted unless you notify us of any objection in writing before the expiry of the notice period.
- 22.9.2. Subject thereto, any variation to this Agreement or to your current Employee Assignment Schedule will only be valid where it is recorded in writing and signed by both parties and no additional or modified terms shall be implied by any other actions of you or the Company.
- 22.10. **Transfer of Employment**
- 22.10.1. We may transfer your employment to another company. If we intend to do so, we will notify you in writing. Your continuity of employment will be unaffected by such a transfer, and, unless modified, this contract shall in all respects remain binding on you as if reference to us in this contract were reference to such other company..
- 22.11. **Entire Agreement**
- 22.11.1. 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 any previous relationship between us (which shall be deemed to have been discharged by mutual consent).
- 22.11.2. In case of conflict, this Agreement has priority over your Employee Assignment Schedule.
- 22.11.3. You confirm that you have read and understood the contents of this document and have had the opportunity to take advice where necessary.

**Annex A. Working time election form**

(Not applicable, if you are a Mobile Worker working in operations that are subject to EU Drivers Hours Rules, or are working in an industry to which other special rules apply)

*You do not need to complete this form when you sign the contract, and your initial choice will be shown on the Signature Page at the end of this document.*

*This form is not contractual, and you may use it to notify us of future changes to your preference at any time.  
If you wish to change your wishes, please tick one of the boxes below and sign and date this form, and return it to us.*

I **wish to opt-out** of the 48-hour working week restriction under the Working Time Regulations 1998.

You may terminate this agreement by giving 3 months' written notice at any time.

I **do not** wish to opt-out of the 48-hour working week restriction under the Working Time Regulations 1998. I agree to keep you informed of all hours that I work for third parties, so that you can comply with your own obligations and ensure that you do not offer work which would result in me working for more than 48 hours in any week.

Signed:

Print name:

Dated:

## **Annex B. Atom Freelance Ltd - Disciplinary and Grievance Procedures**

*(based on ACAS Code of Practice on Disciplinary and Grievance Procedures 2015. These are the procedures in force at the date of this contract. They are not contractual, and we reserve the right to depart from them at our discretion, and/or to change them from time to time.)*

### **Disciplinary Procedure**

#### **1. Purpose and scope**

The organisation's aim is to encourage improvement in individual conduct or performance. This procedure sets out the action which will be taken when disciplinary rules are breached.

#### **2. Principles**

The procedure is designed to establish the facts quickly and to deal consistently with disciplinary issues. No disciplinary action will be taken until the matter has been fully investigated.

At every stage employees will be informed in writing of what is alleged and have the opportunity to state their case at a disciplinary meeting and be represented or accompanied, if they wish, by a trade union representative or a work colleague.

An employee has the right to appeal against any disciplinary penalty.

#### **3. The Procedure**

##### *Stage 1 – first warning*

If conduct or performance is unsatisfactory, the employee will be given a written warning or performance note. Such warnings will be recorded, but disregarded after 12 months of satisfactory service. The employee will also be informed that a final written warning may be considered if there is no sustained satisfactory improvement or change. (Where the first offence is sufficiently serious, for example because it is having, or is likely to have, a serious harmful effect on the organisation, it may be justifiable to move directly to a final written warning.)

##### *Stage 2 – final written warning*

If the offence is serious, or there is no improvement in standards, or if a further offence of a similar kind occurs, a final written warning will be given which will include the reason for the warning and a note that if no improvement results within a specified period, action at Stage 3 will be taken.

##### *Stage 3 – dismissal or action short of dismissal*

If the conduct or performance has failed to improve, the employee may suffer demotion, disciplinary transfer, loss of seniority (as allowed in the contract) or dismissal.

#### **Gross misconduct**

Gross misconduct is a serious breach of contract and includes misconduct which, in our opinion, is likely to prejudice our business or reputation or irreparably damage the working relationship and trust between us. This may include misconduct committed outside of work. If, after investigation, it is confirmed that an employee has committed gross misconduct (which would include an offence of the following nature - NB the list is not exhaustive), the normal consequence will be dismissal without notice or payment in lieu of notice:

- (a) theft or fraud;
- (b) physical violence or bullying;
- (c) deliberate and serious damage to property;
- (d) serious misuse of the organisation's property or name;
- (e) deliberately accessing internet sites containing pornographic, offensive or obscene material;
- (f) serious insubordination;
- (g) unlawful discrimination, victimisation or harassment;
- (h) bringing the organisation into serious disrepute;
- (i) serious incapability at work brought on by alcohol or illegal drugs;
- (j) causing loss, damage or injury through serious negligence;
- (k) a serious breach of health and safety rules;
- (l) a serious breach of confidence.

While the alleged gross misconduct is being investigated, the employee may be suspended, during which time he or she will be paid their normal pay rate. Any decision to dismiss will be taken by the employer only after full investigation.

## **Appeals**

An employee who wishes to appeal against any disciplinary decision must do so to the named person in the organisation within five working days. The employer will hear the appeal and decide the case as impartially as possible.

## **Grievance Procedure**

### **Dealing with grievances informally**

If you have a grievance or complaint to do with your work or the people you work with you should, wherever possible, start by talking it over with your manager. You may be able to agree a solution informally between you,

### **Formal grievance**

If the matter is serious and/or you wish to raise the matter formally you should set out the grievance in writing to your manager. You should stick to the facts and avoid language that is insulting or abusive.

Where your grievance is against your manager and you feel unable to approach him or her you should talk to another manager or a director.

### **Grievance hearing**

Your manager will call you to a meeting, normally within five days, to discuss your grievance. You have the right to be accompanied by a colleague or trade union representative at this meeting if you make a reasonable request.

After the meeting the manager will give you a decision in writing, normally within 24 hours.

### **Appeal**

If you are unhappy with your manager's decision and you wish to appeal you should let your manager know.

You will be invited to an appeal meeting, normally within five days, and your appeal will be heard by a more senior manager (or a director). You have the right to be accompanied by a colleague or trade union representative at this meeting if you make a reasonable request.

After the meeting the manager (or a director) will give you a decision, normally within 24 hours. The manager's (or a director's) decision is final.

**Annex C. Leave pay advances form<sup>1</sup>**

**(NMW+DPSB payment basis)**

*You do not need to complete this form when you sign the contract, and your initial choice will be shown on the Signature Page at the end of this document.*

*This form is not contractual, and you may notify us of future changes to your preference at any time.*

*If you wish to change your wishes, please tick one of the boxes below and sign and date this form, and return it to us.*

To UMBRELLA:

I understand that

- all employees and workers have statutory entitlements to paid leave, and
- unless I request otherwise, you will set aside a paid leave reserve fund\*, so that it is available to fund my pay during paid leave, and
- alternatively, you are willing on my request to make advances against my accrued paid leave reserve fund each time you pay me, in which case
  - o such advances will be shown as such on my payslip, and
  - o such advances shall be treated as repaid by deduction or set off from pay during paid leave, with my consent, as and when I take such leave.

To indicate your preference, please tick ONE of the boxes below, sign and date this form, and return it to us:

**EITHER**

**Please hold my holiday/leave pay, until I actually take holiday/leave.**

I wish you to set aside such a paid leave reserve fund, so that it is available to fund my pay during paid leave.

**OR**

**Please pay my holiday/leave pay as an advance, each time I am paid.**

I request you to make advances to me of my accrued paid leave reserve fund each time you pay me, and agree that such advances shall be treated as repaid by deduction or set off from pay during paid leave, with my consent, as and when I take such leave.

I understand that repayment of these advances will result in no net sums being actually received by me during paid leave.

I understand that periods out of Assignment will be deemed taken as paid leave, to the extent that I have already received advance payment from my accrued paid leave reserve fund.

I understand that I have the right at any time to ask you to cease making such advances to me.

.....  
(signed)

.....  
(print name)

.....  
(date)

\* Unless otherwise notified to you in relation to (and for the duration of) an Assignment, where you would be working for 46.4 weeks over the course of a full year, your paid leave reserve fund accumulates at the rate of  $5.6/46.4=12.07\%$  of your gross pay (disregarding (a) payment for paid leave itself, and (b) any advances we may agree to make against your paid leave reserve fund).

If you choose for us to hold your holiday/leave pay until you actually take holiday/leave, we may at our discretion allocate a higher percentage of your gross pay to your paid leave reserve fund, as provision for the employment overheads which will be payable to third parties at the time of payment. If we do so, we guarantee that any surplus remaining in the fund after payment of employment overheads will be paid to you as additional holiday pay. We may change such percentage allocation from time to time.

**Annex D. Conduct of Employment Agencies and Employment businesses Regulations 2003**

*You do not need to complete this form when you sign the contract, and your initial choice will be shown on the Signature Page at the end of this document.*

*This form is not contractual, and you may use it to notify us of future changes to your preference at any time. If you wish to change your wishes, please tick one of the boxes below and sign and date this form, and return it to us.*

**Notes:**

These regulations are there to give added protection to workers who, like you, are working through agencies ('Employment businesses'). Unless you will be working with children or other vulnerable people, you have the right to choose to opt out of these regulations; if you do,

- we will support your decision, and will tell the agency that you and we have jointly agreed to opt out
- as between (a) you and us, and (b) the agency, the regulations will not apply for that Assignment.

Some agencies may prefer that you opt out, but they cannot legally insist that you to do so – it is your own free choice.

If you opt out of these regulations, our contract with the Agency for your services may include restrictions legally binding on you and affecting your future dealings with the End-Client, which you must comply with.

If you have previously opted out, you have the right to change your mind, and to tell us that you wish to opt back in for the next assignment.

To indicate your preference, please tick ONE of the boxes below, sign and date this form, and return it to Atom Freelance Ltd:

To Atom Freelance Ltd:

**EITHER**

**I wish to OPT OUT of these regulations**

**OR**

**I DO NOT wish to OPT OUT of these regulations**

and (in either case) I authorise you to notify my choice to any Employment business with whom you are contracting for an engagement to be performed by me..

I understand that I can change my mind and give you a fresh instruction at any time, although that fresh instruction will not take effect until I finish working in my current role.

.....

(signed)

.....

(print name)

.....

(date)

**NB:** if you do not indicate a choice on this form, the default provisions of this Agreement provide that you choose to opt out.

## CONTRACT SIGNATURE PAGE

This is the Signature Page for an Overarching Employment Contract (NMW+DPSB) between (a) Atom Freelance Ltd ('Atom') and (b)

contact details:

By signing this page,

- **Overarching Employment Contract:**
  - o You confirm that you wish to take up employment with Atom Freelance Ltd ('Atom').
  - o You agree that your employment will be governed by the **Atom Overarching Employment Terms (NMW+DPSB) (January 2025 edition)** set out on preceding pages of this document.
  - o You will be employed in the Role of \_\_\_\_\_ ('Role').
  - o Your 'Continuous Employment Start Date' means \_\_\_\_\_
  - o When you are not on Client Assignment, you must notify us of your availability for work by emailing payroll@atomhub.co.uk. ['Means of Notification of Availability for Work']
- **Pay:** You will be paid on the NMW+DPSB basis. This means that you will receive National Minimum Wage, and additionally you will be eligible for a Discretionary Profit-Sharing Bonus ('DPSB') each payday, as set out in the Terms. You understand that the rate the Agency or Client will pay us is NOT your gross pay.
  - o It is an amount intended to cover not only your gross pay, but also
    - your employment overheads (including employer's National Insurance and workplace pension auto-enrolment contributions, and apprenticeship levy),
    - our own margin, and
    - provision for your holiday pay.
  - o If you work through an Agency, you should find an illustration of your expected gross pay in the Key Information Document given to you by them.
- **Privacy Notice:** you acknowledge receipt of a copy of the Atom Freelance Ltd Employee, Worker, and Freelance Contractor Data Protection and Privacy Notice (January 2025 edition)
- **Working Time Regulations 1998** (See Annex A): In relation to the '48 hours' restriction, you have told us:
  - I wish to opt-out of the 48-hour working week restriction under these Regulations.

**OR**

  - I do not wish to opt-out of the 48-hour working week restriction under the Working Time Regulations 1998. I agree to keep you informed of all hours that I work for third parties, so that you can comply with your own obligations and ensure that you do not offer work which would result in me working for more than 48 hours in any week.

You may change this election at any time by using the form at Annex A.
- **Paid Leave Entitlement** (see Annex C): In relation to your holiday pay, you have told us: <sup>2</sup>
  - Please hold my holiday/leave pay, until I actually take holiday/leave

**OR**

  - Please pay my holiday/leave pay as an advance, each time I am paid

You may change this election at any time by using the form at Annex C.
- **Conduct (Employment Agencies and Employment businesses) Regulations 2003** (see Annex D): In relation to opting out of these Regulations, you have told us.
  - I wish to OPT OUT of these regulations

**OR**

  - I DO NOT wish to OPT OUT of these regulations

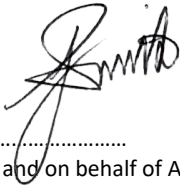
You can give us notice to change this election at any time by using the form at Annex D

**Only sign if you want to enter this contract, and if you understand and agree the options set out on this page – otherwise please contact us to discuss.**

**Signed by you:**

..... (signature)	..... Date
..... (print full name)	

**Signed on our behalf:**

 ..... (for and on behalf of Atom Freelance Ltd)	..... Date
---	---------------

===== END OF DOCUMENT =====