

Reed staffing services

Employment contract

This contract, together with the details of your Assignment, form your terms and conditions of employment (“Contract”).

The parties to the Contract are your employer, Reed Staffing Services Limited (“we”, “us”, “our”), and you, our employee.

Definitions and Interpretation

Assignment: your temporary placement with a Client.

Client: any of our customers for whom you are assigned to work. Reference to “the Client” means the Client you are currently assigned to. For the avoidance of doubt, you are not an employee of any Client.

Confidential Information: any information relating to Reed or any Client which is confidential, whether it is marked or notified as such or which you, using reasonable judgment, should be aware is confidential. Confidential Information will remain confidential, regardless of what format it is in or stored in (e.g. whether oral, documentary or electronic) and includes personal data, products and services, methods, systems, business plans or intentions, marketing methods, strategies, costs, techniques, financial plans or arrangements, employees, customers, suppliers or business connections.

Employee Handbook: the document titled Temporary Employee Handbook, which sets out Reed’s policies and procedures. This is available via the XMS Portal. These policies and procedures do not form part of this Contract.

Reed: means us and/or any company within our group. A company is in our group if it shares the same ultimate holding company.

Including or includes: should be construed as without limitation to the words that follow.

General

Reed is acting as an employment business. This means that we are employing you, providing you with work finding services, placing you with any Client that wants to engage you on an Assignment, and administering your pay.

This Contract sets out the terms of the employment relationship between you and us. It begins on the first day of your first Assignment and continues until terminated as set out below. For the avoidance of doubt, this Contract will remain in force during any periods between Assignments.

We cannot guarantee that there will always be a suitable Assignment for you. You will only be paid whilst in an Assignment (including any period of paid leave), however, you will not be required to be “on call” between Assignments.

Place of work

As you will be working in Assignments at various Clients, you do not have a permanent work location. You may be required to work at any location in accordance with the requirements of each Assignment or as specified by us.

Hours of work

The likely duration and hours of work for each Assignment will be as notified to you before the commencement of the relevant Assignment.

You must keep us informed of your availability to work and respond to our enquiries as to availability in a timely manner, including during any period when you are not on Assignment.

Pay

You will be entitled to be paid the hourly rate for work done on an Assignment. The hourly rate will be as set out in the assignment details provided to you prior to the commencement of the relevant Assignment. The minimum hourly rate we reasonably expect to achieve is the national minimum wage (as may be amended from time to time). We will deduct appropriate income tax and national insurance contributions, as well as sums in respect of pension contributions (if appropriate) together with any other sums required by law to be deducted (including any court orders) or which you have agreed should be deducted.

You will be paid in respect of hours worked on an Assignment which have been verified by the Client. It is your responsibility to keep a record of the hours you have worked, obtain the Client’s verification of such hours, and submit these to us for processing in order to be paid on time.

We will pay you for work you have done on an Assignment regardless of whether the Client has paid us in respect of such work. You will be paid weekly in arrears, following verification of the hours worked or at such other intervals, as notified to you prior to the commencement of the relevant Assignment.

We will comply with our duties in accordance with Part 1 of the Pensions Act 2008. A contracting-out certificate is not in force in respect of this employment.

You authorise us to deduct from your pay (which for this purpose includes payment in lieu of notice, bonus, holiday pay and sick pay) at any time all and any debt owed by you to Reed, including any loans or advances made to you by Reed, any payment made in error by Reed, or any overpayment of pension contributions, holiday pay or sick pay. In addition, you agree to repay Reed, promptly and in full, any debt owed by you to Reed.

Expenses

You must ensure any expenses which you intend to claim are agreed with us or the Client in advance. Expense claims must be accompanied by appropriate receipts and submitted in a timely manner.

Employee's Obligations

You confirm that all information given to Reed as to your identity, entitlement to work in the United Kingdom, experience, training, qualifications, and authorisations is true and complete. You must notify us immediately if you cease to be eligible to work in the UK.

Where Reed is required to carry out a criminal record check, you agree to register with the relevant service and give Reed permission to access your record.

You agree to cooperate fully with any vetting checks that apply to any role in which we place you.

You must notify us if any Assignment is with a Client for whom you have previously worked.

In respect of each Assignment, you must inform us immediately if you become aware of any circumstances which may make working in such Assignment detrimental to your interests or the interests of Reed and/or the Client.

You must comply with all Reed policies and procedures as set out in the Employee Handbook.

During an Assignment, you undertake: not to engage in any conduct detrimental to the interests of Reed and/or the Client; to be present during the times or for the total number of hours each day and/or week, as set out in the details of the Assignment; to take all reasonable steps to safeguard your own health and safety and the health and safety of others who may be affected by your actions; to comply with any policies, procedures, rules, or obligations implemented by Reed and the Client; to comply with all lawful and reasonable instructions and requests, within the scope of your Assignment, by Reed and the Client; to perform all work under the Assignment using all reasonable skill and care;

and to act in a professional manner, to dress appropriately, to wear or produce any form of ID required, and to observe all applicable laws and regulations.

Holidays and Working Time

You are entitled to statutory paid annual leave. You have no other entitlement to payment for holidays (including bank/public holidays) or for other absences, other than any statutory entitlements.

Your leave year will begin on 1st January.

You will be informed on your payslip of the number of hours of paid leave which you have accrued, and the rate at which this will be paid. You may only take paid annual leave at such time and for such duration as you have accrued. You must repay on demand any payment made by us for annual leave which is more than that which you have accrued. You agree that we may deduct any such overpayment from any sum owed to you at any time.

You may apply to take unpaid leave subject to prior written agreement by us.

You are not permitted to carry forward any accrued leave from one leave year to another. Since this Contract remains in force between Assignments, no payment in lieu of any accrued annual leave will be made on termination of an Assignment. A payment in lieu of any accrued annual leave will only be made when this Contract is ended.

You are required to give a minimum of two weeks' notice to take paid annual leave. For the avoidance of doubt, such notice must be given even when you are not on an Assignment. We reserve the right to refuse permission for you to take annual leave.

It is your responsibility to notify us of hours worked other than for us if you exceed or are likely to exceed a maximum of: 48 hours working time per week, and/or eight hours working time between the hours of 10.00 pm and 7.00 am.

Confidential information

You acknowledge that you will have access to Confidential Information during this employment and your Assignments. You undertake to keep all such Confidential Information in the strictest confidence and not to disclose such information to anyone (unless it is in the proper performance of an Assignment or with the prior written consent of Reed or the Client) during or after the end of this Contract.

You may be required to sign a confidentiality undertaking by Reed and/or the Client. You acknowledge that failure to do so may result in withdrawal from or termination of the relevant Assignment.

Data Protection

Reed will collect and process your personal data in accordance with its Privacy Notice.

You must comply with the Client's data protection policy when handling personal data in the course of an Assignment.

Failure to comply with such policy may result in termination of the relevant Assignment, be dealt with under our disciplinary procedure and, in serious cases, may be treated as gross misconduct leading to summary dismissal.

Intellectual Property

You accept that any intellectual property right created or developed in connection with work done on an Assignment will belong to Reed or the Client, as appropriate. You agree (i) that all such intellectual property rights will be assigned automatically to Reed or the Client, as appropriate; (ii) not to assert, exercise or claim any such intellectual property rights (including, without limitation, moral rights); (iii) to hand over to Reed or the Client all documents and other materials created or developed whilst on Assignment; and (iv) if requested, to execute an intellectual property assignment agreement in favour of Reed or the Client and do such other things as may be necessary to vest such intellectual property rights in Reed or the Client.

Reed Discount Club

If you opt in, you will become a member of the Reed Discount Club (the "Club") during such periods as you are paying a subscription fee to the Club. Accordingly, you authorise Reed to deduct from your net weekly pay the subscription fee (which will be notified in advance) and to pay the same to the Club. Reed reserves the right to amend or vary the Club benefits and terms and to withdraw or terminate the Club without payment of compensation.

Grievances, Disciplinary and Sickness Absence

If you have a grievance in connection with your employment, you should present such grievance in accordance with the Grievance Policy and Procedure set out in the Employee Handbook.

If your conduct or performance gives cause for concern, this could result in you being subject to disciplinary action in accordance with the Disciplinary Policy and Procedure set out in the Employee Handbook.

If you are unable to work due to sickness or injury, you should refer to the provisions regarding sickness absence set out in the Employee Handbook.

Termination

You acknowledge that an Assignment may be ended at any time and without reasons being given. For the avoidance of doubt, and unless notified otherwise, the ending of an Assignment does not affect the continuity of your employment with us.

If you have been continuously employed for one month or more, notice of termination of employment must be given as follows:

36.1 Termination by us:

We will give:

two weeks' notice if your period of continuous employment is less than two years; three weeks' notice if your period of continuous employment is more than two years but less than three years; one additional week for each additional year of continuous employment up to a maximum of thirteen weeks.

36.2 Termination by you:

You must give not less than one week's notice of termination of employment. If you give notice of more than one week, we will be entitled to treat that as one week's notice.

Whether notice of termination is served by you or us, we may, in our sole and absolute discretion, make a payment in lieu of notice.

We will be entitled to dismiss you at any time without notice if you commit a serious breach of your obligations or duties as an employee (and for this purpose you will have similar duties to the Client whilst on Assignment), or cease to be eligible to work in the United Kingdom.

On termination of your employment (or on demand), you must: immediately return all property belonging to Reed and/or any Client; irretrievably delete or destroy any Confidential Information; and provide a signed statement that you have complied fully with the obligations under this paragraph together with such reasonable evidence of compliance as we may request.

Changes to Terms of Employment

Reed reserves the right to make reasonable changes to these terms of employment at any time.

Governing Law and Jurisdiction

This Contract is governed by and interpreted in accordance with English law.

The parties agree that the courts and tribunals of England and Wales will have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

Remote Working Outside the UK

If you wish to perform your Assignment outside the UK (“working abroad”), you must submit a request to us at least four weeks in advance of the date that you wish to start working abroad. You acknowledge that approval of your request is at our sole and absolute discretion.

If we and the Client agree to you working abroad, you are responsible for checking your eligibility to work in the relevant country and arranging and paying for any visas, permission to work, and accommodation.

You are liable for any additional income taxes and/or employee social security contributions which may be applicable in the relevant country and you authorise us to make additional deductions or seek reimbursements, if necessary, for this purpose. You are responsible for any personal tax declarations that may need to be made.

You warrant that (i) you can perform your Assignment effectively and lawfully; (ii) you have not and will not be in the relevant country in excess of 183 days in any rolling 3 year period; (iii) you will not do any work other than work in the course of your Assignment; and (iv) you will not process any personal data in the course of your Assignment.

You agree that you are responsible for ensuring that you are able to work effectively, including having the necessary technology, equipment and furniture in place.

You accept that you are working abroad at your own risk and that we will not be liable for any loss or injury you suffer due to your request being approved.

You must comply with all applicable laws and regulations, including health and safety, both in the relevant country and the United Kingdom.

You acknowledge that this Contract remains subject to English law and the jurisdiction of the courts and tribunals of England and Wales.

Student Visa

If you are a student under a student visa, you may only work if authorised by the Secretary of State as stated on your visa. You acknowledge and agree that such visa sets out the scope, limits and conditions of any work that you do in the UK.

You must not work in excess of the hours stated in your visa. The weekly hours limit (WHL) will apply over a 7 day period, starting on Monday and ending on Sunday, and applies during term time. The WHL includes all work that you do, regardless of employer or

employment business. You must keep a record of all work you do for all employers/employment businesses.

You may only work outside of term time if permitted by your visa, subject to any limits on hours set by your visa or the law.

It is your responsibility to advise us if your permission to work in the UK expires or is terminated.

You acknowledge and agree that it is your responsibility to comply with clauses 52-55 above, and any work done in breach of such clauses (unauthorised work) is illegal and a material breach of contract. Upon such breach, your Contract will automatically terminate and we will not be obliged to pay for any unauthorised work. Furthermore, you authorise us to deduct from your pay any payment made by us in respect of unauthorised work, but where we are unable to do so, you agree to repay to us such pay on demand.

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