

REED STAFFING SERVICES CONTRACT for SERVICES

This contract, together with the details of your Assignment, form the terms and conditions of your engagement ("Contract").

The parties to the Contract are, Reed Staffing Services Limited ("we", "us", "our"), and you.

For the avoidance of doubt, we are not your employer and this is not a contract of employment.

Definitions and Interpretation

Assignment: your temporary placement with the Client.

Client: Reed's client to whom you are assigned to work. For the avoidance of doubt, you are not an employee of the Client.

Confidential Information: any information relating to Reed or the 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

1. Reed is acting as an employment business. This means that we are engaging you under a contract for services, providing you with work finding services, placing you with the Client on an Assignment, and administering your pay.
2. This Contract sets out the terms of your engagement with us. It begins on the first day of your Assignment and continues until the end of your Assignment.
3. For the avoidance of doubt, this Contract will not remain in force during any periods between Assignments, and you will only be paid whilst in Assignment (including any period of paid leave).

Place of work

4. You do not have a permanent work location. You may be required to work at any location in accordance with the requirements of the Assignment.

Hours of work

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

Pay

6. You will be entitled to be paid the hourly rate for work done on Assignment. The hourly rate will be as set out in the assignment details provided to you prior to the commencement of the 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.
7. You will be paid in respect of hours worked on 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.
8. We will pay you for work you have done on 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 Assignment.
9. 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 engagement.
10. 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

11. 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.

Your Obligations

12. 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.
13. 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.
14. You must notify us if you have previously worked for the Client.
15. You must inform us immediately if you become aware of any circumstances which may make working in your Assignment detrimental to your interests or the interests of Reed and/or the Client.

16. You must comply with all applicable Reed policies and procedures as set out in the Employee Handbook. You are not an employee, therefore the sections of the Employee Handbook which apply specifically to employees (as opposed to workers) do not apply to you: these are set out in Annex A.
17. During your Assignment, you undertake:
- (a) not to engage in any conduct detrimental to the interests of Reed and/or the Client;
 - (b) 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;
 - (c) 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;
 - (d) to comply with any policies, procedures, rules, or obligations implemented by Reed and the Client;
 - (e) to comply with all lawful and reasonable instructions and requests, within the scope of your Assignment, by Reed and the Client;
 - (f) to perform all work under the Assignment using all reasonable skill and care; and
 - (g) 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

18. 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.
19. Your leave year will begin on 1st January.
20. 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.
21. You may apply to take unpaid leave subject to prior written agreement by us.
22. You are not permitted to carry forward any accrued leave from one leave year to another. A payment in lieu of any accrued annual leave will be made when this Contract is ended.
23. You are required to give a minimum of two weeks' notice to take paid annual leave. We reserve the right to refuse permission for you to take annual leave.
24. 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:
- (a) 48 hours working time per week, and/or
 - (b) eight hours working time between the hours of 10.00 pm and 7.00 am.

Confidential information

25. You acknowledge that you will have access to Confidential Information during this engagement and your Assignment. 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.

26. 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 Assignment.

Data Protection

27. Reed will collect and process your personal data in accordance with its Privacy Notice.
28. You must comply with the Client's data protection policy when handling personal data in the course of your Assignment. Failure to comply with such policy may result in termination of the Assignment.

Intellectual Property

29. You accept that any intellectual property right created or developed in connection with work done on your 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.

Sickness Absence

30. 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

31. You acknowledge that your Assignment may be ended at any time and without reasons being given.
32. You must give not less than one week's notice to terminate this Contract.
33. 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.
34. We will be entitled to dismiss you at any time without notice if you commit a serious breach of your obligations or duties whilst on Assignment, or cease to be eligible to work in the United Kingdom.
35. On termination of your engagement (or on demand), you must:
 - (a) immediately return all property belonging to Reed and/or any Client;
 - (b) irretrievably delete or destroy any Confidential Information; and
 - (c) 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 Engagement

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

Governing Law and Jurisdiction

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

38. 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).

Reed Staffing Services Limited, company number 5247149
Registered office: Academy Court, 94 Chancery Lane, London WC2A 1DT

Annex A

Employee Handbook Policies and Procedures which

Certain sections of the Employee Handbook are intended to apply only to employees, therefore they do not apply to you. These sections are as follows:

- REED Discount Club, Health Cash Plan, and other REED benefits which apply only to employees. Please ask if you are not sure.
- All statutory benefits which apply only to employees (but subject to the Agency Workers Regulations 2010).
- The Grievance Policy and Procedure for Temporary Employees and the Disciplinary Policy and Procedure for Temporary Employees.

All other sections of the Employee Handbook can apply to workers (as opposed to employees), and therefore apply to you, but subject to the below:

- Any reference to Temporary Employee means you, although you are not an employee, and any reference to “your employment” should be taken to read “your engagement”.
- Where a section relates to a particular sector or industry, it will only apply if you are working in that sector or industry.