

DEFINITIONS

Agency - An additional professional body or business (third party to the Company); typically a staffing agency, employment business or other business, and who has entered into a contract with the Company.

Assignment - Your engagement to provide services to the Agency or End User Client at a specified rate of payment and for the reasons and timescales as indicated in the associated contract performed at a temporary location.

Commencement Date - The date of commencement of the first Contract in relation to the provision of the Services by you.

Contract - The agreement between the Company and the Agency for the provision of the Services.

End User Client - A third party business or professional body where and for whom the Services are carried out.

Administration Cost - A specific amount of money (or percentage thereof) charged to you by the Company during any given assignment. Notification and changes to these amount(s) will be communicated to you accordingly.

Services - The provision of work and services as described in an Assignment for the End User Client, Agency or other business.

The Company - RACS Collective Limited (Company Registration Number: 06254291) of 51 Market Place, Warminster, Wiltshire. BA12 9AZ.

Under the Employment Rights Act 1996 (Section 1) - this document demonstrates and details the terms and conditions of your employment by the Company. You will be appointed to provide professional services to an End User Client and/or an Agency (either directly or indirectly) as directed to do so by the Company. Your Particulars of Employment are contained herein and are considered exclusive but non-exhaustive. Further particulars, policies and procedures (including policies of an End User Client – e.g. Health and Safety in the workplace) constitute the entire contract between you and the Company.

Job – Duties & Title

Your employment with the Company is as a flexible employee beginning from the Commencement Date.

The Company or Agency will assign you, on occasion, to perform Services on behalf of an End User Client. You agree, in undertaking this, to work under the End User Client's direction at the premises where assigned and to perform the duties in a responsible way:

When employed by the Company, you must adhere to all the Company's instructions and regulations which may be in force. You must also adhere to any regulations and instructions which the End User Client may require you to follow whilst working at any premises as assigned by the Agency or the Company.

The details of all Assignments offered to and accepted by you will be provided to you prior to the start of the Assignment or, when not reasonably practicable, as soon as is possible. Duties expected of you and the relevant pay rates may vary between Assignments or during the course of any Assignment you have undertaken.

Any Assignment which is offered to you which you then accept must be completed. To terminate an Assignment, the Company must be given the correct period of notice as stated in the Assignment schedule. If no notice provision is specified in the Assignment schedule, at least one month's notice must be given. Terminating an Assignment is not termination of your employment by yourself or by the Company and in no way affects your ongoing employment.

All problems, difficulties and concerns you may have relating to an Assignment must be swiftly advised to the Company.

The Company will earnestly attempt to provide you with at least one week's notice, whenever reasonably practical, where an Assignment is terminating. This notice may be given either verbally, in writing, or by email.

Employment Commencement

The period of your continuous flexible employment with the Company will begin on the date of your initial Assignment after the date of acceptance by you of the agreement under which you give consent to be employed under these terms and conditions of employment, or the date upon which you began employment with the Company under an earlier

contract of employment with the Company provided you have not had any breaks in your period of continuous employment which would break your continuity of service as defined in the Employment Rights Act 1996.

Employment with previous employers does not count as part of your period of continuous employment with the Company. All contracts of employment or engagement which were previously issued to you by the Company will cease to be valid on the date at which you begin work under this contract. This document will supersede any such previous contract, (either of employment or for services).

Remuneration

Whilst working on Assignment, you are entitled to be paid for the hours which you work on that Assignment.

Payment will be made in accordance with the National Minimum Wage as a flexible employee of RACS Collective Limited and based on work done for the company (See Hours Worked). Entitlement to any additional payment will be only as where provided by statute. Rates of pay based on an enhanced hourly rate may be applicable during certain assignment(s), these will be notified to you when applicable.

The rates of pay may differ from assignment to assignment; you will be advised in advance of the rate applicable for each specific Assignment. Where overtime rates are payable you will be advised of this prior to the Assignment commencing. If you are participating in the Company's Expenses Procedure your pay will be calculated in accordance with the regulations of the Company's Expenses Guide.

Your net pay entitlement will not exceed the amount we receive or are entitled to receive from an Agency or End User Client for the time you have worked less our company overhead as detailed in Table A.

Payment will be made to you as agreed for each specific Assignment. An example would be either weekly or monthly paid in arrears directly into your bank account and subject to deduction of Tax and National Insurance (in respect of hours worked in the preceding period - as above).

Whilst on Assignment you must record your hours worked in accordance with the terms of your Assignment schedule (this will be on a weekly,

fortnightly or monthly basis). You must also record your hours worked on a timesheet which must be agreed and signed by the Agency or End User Client and then submitted to the Agency. You must be able to provide to the Company, on request, a copy of the agreed timesheet. Any fraudulent use of timesheet information will be dealt with as described in the Company's Disciplinary Policy (available on request).

For the purposes of the Employment Rights Act 1996, sections 13-22 you agree that the Company may deduct from your remuneration any sums due from you to the Company. This includes, without limitation, your pension contributions (if any), any overpayments, loans or advances made to you by the Company.

Expenses

You will be reimbursed for any reasonable travel and other expenses provided these expenses are payable in terms of the Company's Expenses Guide.

Hours Worked

The Company will, during the full period of this contract, guarantee, as a minimum, that you will be offered at least 336 hours of work on Assignment over any full 12 month period, this beginning on the Commencement Date and to be paid at a rate at least equivalent to the then current National Minimum Wage.

For part-time flexible employees the guarantee shall be pro-rated. This based on full-time work of 37 hours per week.

The provisions of the Apportionment Act 1870 shall not apply to this contract. Save as provided for herein it is your responsibility to locate suitable assignments and the Company offers no guarantees that any suitable assignments will be available. Other than as stated agreement or provided by statute the Company has no obligation to pay you when you are not carrying out work or on an Assignment.

You are obliged to work when required to by the Company. If you do not work when required to do so by the Company, without good cause, the Company shall be entitled to terminate your employment with immediate effect.

Your assigned hours of work will vary according to the requirements of the End User Client.

It is a condition of your employment

that you work flexibly and in accordance with these requirements. The Company will endeavour to give you advance notice of the hours you will be required to work. You agree to working hours which may be in excess of the maximum average weekly working time limit of 48 hours imposed by the Working Time Regulations 1998. You are entitled to withdraw your agreement on giving to the Company three months' advance notice in writing

Overtime will be paid at the normal pay rate unless otherwise specifically advised. Variations to overtime rates may occur based on a specific Assignment, in this case, the overtime pay rate will be found within the Assignment schedule.

Notice

To terminate your employment, you must give the Company one calendar month's advance notice in writing.

The Company must give you advance written notice to terminate your employment, as follows:

- immediate notice if your continuous employment has been for less than one month,
- two weeks' notice if your continuous employment has been for more than one month but less than 2 years,
- three weeks' notice if your continuous employment has been for more than 2 years but less than three years. Plus an additional week's notice for every year of continuous employment thereafter up to a maximum of 13 weeks' notice or 12 or more years of continuous employment; whichever is greater;

No guarantee is given that work will be available during any notice period.

Holidays & Holiday Pay

Your entitlement to annual holiday is 5.6 weeks' per year in accordance with the Working Time Regulations (effective 1st April 2009). Holiday monies will be accrued and retained and paid to you when requested, by completing a holiday request form as directed under the Working Time Regulations. 12.07% of each weekly/monthly payment that the Company makes to you will be held Gross in respect of your entitlement to paid annual leave under the Working Time Regulations. This represents a payment on account in respect of paid annual leave.

For the avoidance of doubt, when you take holidays you will need to request your 'holiday account balance' to be processed in accordance with HMRC

PAYE guidelines and subject to PAYE tax and National Insurance contributions at your specified rate. This will be in addition to any other remuneration. Further details of the Company's annual leave can be found in the employees' policies & procedures.

Sickness & Other Absence

If you need to be absent from work for any reason you must advise the Company, the Agency and End User Client by 9:30 am on every day of absence.

All absences caused by sickness, injury or accident should be covered by a certification form. Any sickness that lasts for more than seven consecutive days (weekends included) must be covered by a medical certificate for that absence.

Whilst you remain absent, you must supply medical certificates covering the total period of your absence. The medical certificates must state the reason for absence.

On following these requirements you may be entitled to statutory sick pay "SSP". If you fail to do so, you may be subject to disciplinary action in line with the Company's Disciplinary Policy.

The Company reserves the right to insist you undertake a medical examination conducted by a doctor of the Company's choice, at the Company's expense.

Pension Entitlement

You are at liberty to join the Company's Stakeholder Pension Plan. Details of the scheme will be provided on request.

Confidentiality

Whilst employed by the Company, you may gain knowledge of trade secrets or other confidential information which relates to Company, an Agency or End User Client. Unless required to do so in the legitimate performance of your duties, you must not divulge or communicate to any person;

(a) cause any unauthorised disclosure, through any failure to exercise due care and attention, of; any trade secrets or make known information relating to the Company or any Agency or End User Client.

(b) use for your own purposes or for any purposes other than those of the Company or, as appropriate, any Agency or End User Client.

You must, at all times, use your best endeavours to prepublication or disclosure of any trade secrets or confidential information.