

## **Sweet Umbrella Limited**

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**Name** \_\_\_\_\_

**Address** \_\_\_\_\_

**Phone** \_\_\_\_\_

## **WORKER'S CONTRACT**

incorporating particulars required by Employment Rights Act 1996 (as amended 2020)  
intended for one or more NMW+DPSB assignments

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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

- the overheads directly associated with your engagement (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.

## 1. YOUR ENGAGEMENT

### 1.1. Definitions and Preliminary

1.1.1. In this contract,

1.1.1.1. 'Assignment' includes any Client Assignment detailed in your Work Assignment Schedule.

1.1.1.2. 'Client' includes any End Client specified in your Work Assignment Schedule.

1.1.1.3. 'the Company', 'we', 'us', and 'our' all refer to Sweet Umbrella.

1.1.1.4. '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 Work Assignment Schedule.

1.1.2. Before offering you an Assignment, 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.

1.1.3. In order to assist us in organising work, please ensure that you have provided us with the personal information listed in Annex A. It is your responsibility to keep us up to date with any changes to these details.

### 1.2. Intentions

1.2.1. You have applied for work with us, and you have represented to us that you are willing and intending to carry out Assignments for various clients and at various locations.

1.2.2. In reliance on those representations, we offer and you hereby accept engagement on the terms of this Sweet Umbrella

Worker's Contract. This is **not** an employment contract and does not confer any employment rights on you (other than those to which workers are entitled).

1.2.3. This contract is conditional on

1.2.3.1. you having the legal right to work in UK, and

1.2.3.2. actual commencement of your first Assignment.

1.2.4. You will work on a flexible, "as required and agreed" basis.

1.2.4.1. This contract does not create any obligation on the Company to allocate Assignments or provide work to you, and by entering into this contract you confirm your understanding that the Company makes no promise or guarantee of a minimum level of work to you.

1.2.4.2. There is no obligation on you to accept any Assignment that may be offered.

1.2.4.3. It is the intention of both you and the Company that there be no mutuality of obligation between us at any time when you are not performing an Assignment.

1.2.5. You are engaged as a [ Health Care Nurse ], having regard to your qualifications and experience as notified to us.

1.2.6. You will perform and complete such Assignments as we may from time to time offer and you may agree to undertake. A Work Assignment Schedule will be issued to you for each such Assignment, and this will include details of the role and tasks to be performed, and the working location and working hours.

1.2.7. Each Assignment which you are offered and accept shall be treated as an entirely separate and severable engagement. The terms of this contract shall apply to each Assignment but there shall be no relationship between the parties after the end of one Assignment and before the start of any subsequent Assignment. The fact that the Company has offered you work, or offers you work more than once, shall not confer any legal rights on you and, in particular, should not be regarded as establishing an entitlement to regular work or conferring continuity of employment.

1.2.8. You are not authorised to enter into or conclude contracts on our behalf.

1.2.9. 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.

1.2.10. 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 Assignment. Subject thereto, you will comply with our lawful instructions, and with our working practices, standards, regulations and other reasonable requirements.

### 1.3. Whilst on Assignment,

1.3.1. you are seconded to work for the End Client, at the location, and for the duration, all as specified in the applicable Work Assignment Schedule

1.3.2. you will work with all proper skill and care, and in a professional manner

1.3.3. you will report to the End Client, and to any other person they may from time to time specify

1.3.4. 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 the place of work, such as security requirements, quality requirements and health and safety procedures

1.3.5. insofar as you may require supervision and/or direction and/or control, such supervision direction and control shall be provided and exercisable by the End Client

1.3.6. you must comply with such reasonable requirements (such as timesheets, or electronic time recording system) as may be imposed by the End Client for recording and verifying all time so worked

1.3.7. 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.

## 2. AGENCY WORKERS REGULATIONS

2.1. You will promptly notify us in writing immediately upon it coming to your notice that you may have grounds for complaint concerning any aspects of such entitlements as you may have under the Agency Workers Regulations 2010, in order that we may have a proper opportunity to investigate and make any necessary changes.

2.2. When assessing your pay entitlement under regulation 5 of the Agency Worker Regulations 2010, regard shall be had to any official Guidance to the Agency Worker Regulations 2010, and discretionary profit sharing bonuses (DPSB), to the extent that such bonuses are in fact paid, will be taken into account as forming part of your pay.

2.3. If, in relation to any Assignment,

2.3.1. you have completed the Qualifying Period under regulation 7 of the Agency Worker Regulations 2010, and

2.3.2. the amount you receive in pay under that Assignment (calculated as set out in clause 2.2 above) exceeds that which you would have been paid if you had been engaged by the hirer for the position other than by using the services of a temporary work agency (the 'Excess'), and

2.3.3. had you been engaged directly by the hirer, you would have received either or both of (a) a greater entitlement to paid holiday than that to which you are entitled under this 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.

3.1. **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.

3.1.1. Time worked in excess of those specified in your current Work 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.

3.1.2. Your wages will be at the applicable National Minimum Wage (or, if applicable, the National Living Wage) rate.

3.1.3. 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.

3.1.4. You will be paid monthly in arrears, directly into your bank account, unless otherwise indicated in your current Work Assignment Schedule.

3.1.5. 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.

3.2. **Bonus:** You may be considered periodically for a Discretionary Profit Sharing Bonus (DPSB), provided that:

3.2.1. you have, in our reasonable opinion, generated sufficient profits, as determined by us, to warrant the grant of such a Bonus; and

3.2.2. you have not breached the terms of this Agreement.

3.3. 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.

3.4. **Reimbursement of Expenses:** At the start of each Entire Assignment,

3.4.1. we will discuss with you whether any expenses may be reimbursed, and

3.4.2. where it appears applicable, we may discuss entering a Fixed Expense Pot Agreement with you.

3.5. 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

3.5.1. we are satisfied that the reimbursement would not offend against any applicable salary sacrifice or other legislative requirements

3.5.2. we are satisfied that the expense claimed can legitimately be reimbursed without deduction of tax and NIC

3.5.3. both the nature of the expense and the amount are (where practicable, and where applicable) agreed in advance

3.5.4. you comply with our current rules and procedures for expense claims

3.5.5. 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.

3.6. 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.

### **3.7. *Ad hoc Pay Advances***

3.7.1. In this clause

3.7.1.1. 'Pay Advance' means an advance by us to you, on account of your accrued entitlement to pay for time already worked.

3.7.1.2. 'Pay Advance Partner' means a company administering requests made to us for Pay Advances.

3.7.1.3. '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.

3.7.2. You may from time to time be eligible to request Pay Advances.

3.7.3. 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.

3.7.4. In considering any request for a Pay Advance, your engagement 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.

3.7.5. 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.

3.7.6. No interest is payable in respect of Pay Advances repaid on the due date.

3.7.7. Any Pay Advance we may agree to make

3.7.7.1. will be subject to your agreement to pay the Administration Fee

3.7.7.2. will be paid direct into your bank account

3.7.7.3. will be repayable from (and may be deducted from) your net pay.

3.7.8. The Administration Fee will be payable from (and may be deducted from) your net pay.

3.7.9. 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.

### **3.8. *Deductions:***

3.8.1. We will make all necessary deductions from your pay as required by law.

3.8.2. 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 pay, expenses, or any other payments due from us to you.

3.8.3. If we have advanced you monies against your accrued paid leave entitlement, we may recoup that advance by deduction or set-off against any payment due to you for paid leave, as and when you actually become entitled to receive such payment.

3.8.4. If you are in breach of contract we may withhold the whole or part of any monies otherwise due to you in full or partial compensation for our losses resulting from your breach, provided that we may not withhold more than would be reasonable compensation for such breach.

3.8.5. 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).

3.8.6. 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).

3.8.7. 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.

3.8.7.1. 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 if the investigation concludes that you were responsible for the damage, we may retain the cost of repair, up to a maximum of such excess.

3.8.7.2. We may make deductions in respect of any Penalty Charge Notice or other road traffic fixed penalty for which you have incurred liability.

3.8.8. Subject thereto, and to End-Client authorisation in respect of any hours worked in excess of those specified in your current Work 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.

#### **4. HOLIDAYS AND PAID LEAVE**

4.1. Unless otherwise notified to you in relation to (and for the duration of) a specific Client Assignment, your annual paid leave entitlement is 5.6 weeks per year, and during the first year of your engagement accrues at  $5.6/12 = 0.4667$  working weeks per month ( $5.6/52 = 0.1077$  working weeks per week). 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.

4.2. Payment in respect of annual paid leave will generally be made out of your annual paid leave reserve fund. Unless otherwise notified to you in relation to (and for the duration of) a specific Client Assignment, your annual paid leave reserve fund accrues at the rate of  $5.6/46.4 = 12.07\%$  of your gross pay (disregarding paid leave itself, and any advances we may agree to make against your annual paid leave reserve fund).

4.3. To the extent that payment in respect of annual paid leave can be funded from your annual paid leave reserve fund, you may take any annual paid leave entitlement at any time, subject only to the requirements of any current Client Assignment. We will not generally approve requests to take annual paid leave exceeding that which can be funded from your annual paid leave reserve fund.

4.4. We will honour any additional statutory rights to paid leave to which you may from time to time become entitled (such as maternity/paternity, adoption or shared parental leave, or paid time off for ante-natal appointments).

4.5. Periods not worked (other than as a result of sickness or injury, or the exercise of some additional statutory right to which you may from time to time become entitled (such as maternity/paternity, adoption or shared parental leave, or paid time off for ante-natal appointments)) will be taken as annual paid leave, to the extent of accrued but any untaken annual paid leave entitlement, and thereafter will be treated as unpaid leave.

4.6. The holiday year runs from 1st January in each year;

4.6.1. On a change to the start date for the holiday year, a *pro rata* calculation will be made, and any balance of annual paid leave entitlement (whether surplus or deficit) will be carried forwards from the last holiday year with the previous start date to the first holiday year with the new start date;

4.6.2. Subject thereto, accrued annual paid leave entitlements may not be carried forwards from year to year, and it is your responsibility to ensure that you take any accrued annual paid leave entitlement before the end of the holiday year.

4.7. The amount of a week's pay for the purposes of paid leave will be calculated in accordance with the Working Time Regulations 1998 (as amended), and based on an average of your gross pay (disregarding paid leave itself, and any advances we may have made against your annual paid leave reserve fund) calculated over the applicable reference period (generally 12 weeks until 6th April 2020, thereafter 52 weeks).

4.8. You have no other entitlement to paid leave.

#### **5. SICKNESS AND INJURY**

5.1. We will make payments of such statutory sick pay as may be due to you in respect of any period of absence. Should you recover damages from any third party in respect of any period of absence you will repay any sums paid to you under this clause. We do not make any payment for sickness and injury beyond statutory sick pay as required by law. For Statutory Sick pay purposes qualifying days are your normal working days under your current Assignment.

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 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. We reserve the right to require you at any time to be examined at our expense by a doctor or medical consultant of our choice; if we so require, you will authorise the doctor or medical consultant to disclose to us the results of the examination and to discuss with us any matters arising from such examination which might affect your performance of your duties.

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 the Position, and/or of any Assignment we may propose to allocate to you.

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

6.1. The expected hours of work during any assignment will be 35-40 hours per week. 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 the current Assignment.

The days and times may be set and varied by us from time to time. 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.

6.2. Flexible hours may be required from time to time, in relation to an Assignment. 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.

6.3. 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.

6.4. We are required to display on your payslip the total number of hours for which you have worked during each pay period.

6.4.1. 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).

6.4.2. To enable us to comply with our own obligations, you must therefore:

6.4.2.1. keep appropriate records, and

6.4.2.2. notify us on an ongoing basis of the total number of hours worked during each pay period, and

6.4.2.3. 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") as amended.

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. You may indicate such agreement in Annex B.

7.2.2.1. If you have indicated such agreement in Annex B, the 48 hour limit specified in the Working Time Regulations 1998 shall not apply to your engagement, for so long as such agreement remains in force; you have the right to give us 3 months' notice in writing to withdraw such agreement.

7.2.2.2. If you have not indicated such agreement in Annex B, 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.

7.2.3. 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 or engager 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 or engager 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 Smart Pensions. 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. 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. 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 this contract or any Assignment 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 this contract or any Assignment, except in the proper course thereof, or

10.1.2. at all, after the termination thereof.

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. For the avoidance of doubt, nothing precludes you from making a "protected disclosure" within the meaning of Part 4A (Protected Disclosures) of the Employment Rights Act 1996. This includes protected disclosures made about matters previously disclosed to another recipient.

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 C.

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

12.3. Appeals in relation to disciplinary matters may be made to a Sweet Umbrella Director.

## **13. TERMINATION**

13.1. There is no probationary period associated with your engagement. Your engagement is not for a fixed term and is not of a temporary nature.

13.2. Termination of an Assignment does not terminate this contract.

13.3. You may not terminate this contract until any current Assignment can also be lawfully terminated by us. You may not terminate an Assignment without also terminating this contract, without our written agreement.

13.4. We reserve the right to terminate an Assignment at any time for operational reasons. You will be paid for all work done during the assignment up to the time it is terminated.

13.5. Subject to the above, this contract may be terminated by written notice by either party at any time.

13.6. This contract will automatically terminate, without any requirement for notice, if continuation of your engagement would become unlawful, whether by reason of the expiry of any required work permit, or otherwise.

13.7. If on termination you have taken more or less than the amount of paid leave to which you are entitled (calculated to the date of termination), an adjustment calculated in accordance with the Working Time Regulations 1998 (as amended) will be made to your final pay.

13.8. On termination 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 immediate termination.

## **17. PREVENTION OF DISCRIMINATION AND HARASSMENT**

17.1. The Company is committed to promoting equal opportunities. 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. The Company takes a zero tolerance approach to unlawful discrimination and harassment of other people including current and former employees and workers, job applicants, clients, customers, suppliers and visitors.. This applies in the workplace, outside the workplace (when dealing with customers, suppliers or other work-related contacts or when wearing a work uniform), and on work-related trips or events including social events.

17.3. Unlawful discrimination or harassment will be treated as a disciplinary matter and may result in immediate termination.

## **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 immediate termination.

## **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 ON YOUR PART**

### **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 your motor insurance includes the use of the vehicle for commuting and (where applicable) for business purposes, and you must on request provide us with a copy of your insurance certificate.

### **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 this contract.

### **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 normal working hours on an Assignment to your duties thereunder, and you may not under any circumstances during those hours whether directly or indirectly, undertake any other duties, of whatever kind;

20.6.2. We do not seek to restrict what you do outside your normal working hours.

## 20.7. Working Clothing

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

## 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 this contract (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. GENERAL

### 21.1. Status

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

### 21.2. Collective Agreements

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

### 21.3. 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.

### 21.4. Other benefits

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

### 21.5. Conduct of Employment Agencies and Employment businesses Regulations 2003

Where these regulations apply to us in relation to an Assignment, our capacity will be that of an employment business. If we contract at your request with an employment business for the provision of your services, you confirm that you wish to Opt Out of the regulations where it is legally permissible to do so, unless you specifically instruct us otherwise in relation to any particular engagement; and you authorise us to notify the employment business of such agreement between us.

### 21.6. 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.

### 21.7. 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).

### 21.8. Our right to change these conditions

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.

### 21.9. Notices

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

21.9.1. 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

21.9.2. 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.

### 21.10. Electronic signatures

21.10.1. This Agreement and/or your Work 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.

21.10.2. Notwithstanding that this Agreement and/or your Work Assignment Schedule may have been signed by a form of electronic signature, and save in case of changes pursuant to clause 21.8 above, no addition, amendment to, or modification or discharge of, this Agreement and/or your Work Assignment Schedule shall be effective otherwise

than in writing on paper and signed with the manuscript signature of each party (in our case, by a director on our behalf), and no additional or modified terms may be implied by any other actions of you or the Company.

#### **21.11. Entire Agreement**

21.11.1. This Agreement and your current Work 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).

21.11.2. In case of conflict, this Agreement has priority over your Work Assignment Schedule.

21.11.3. You confirm that you have read and understood the contents of this document and have had the opportunity to take advice where necessary.

**Signed:**

<i>David Brown</i> ..... (for and on behalf of the Company) Date	
..... (by you) Date	

### **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)

*Please tick one of the boxes below and sign and date this form, and return it to Sweet Umbrella*

**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 A. Sweet Umbrella- 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**

Our 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 you will be informed in writing of what is alleged and have the opportunity to state your case at a disciplinary meeting and be represented or accompanied, if you wish, by a trade union representative or a work colleague. You have the right to appeal against any disciplinary penalty.

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

##### *Stage 1 – first warning*

If conduct or performance is unsatisfactory, you will be given a written warning or performance note. Such warnings will be recorded, but disregarded after 12 months of satisfactory service. You 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 our 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, you may suffer demotion, disciplinary transfer, loss of seniority (as allowed in the contract) or dismissal.

#### **Gross misconduct**

If, after investigation, it is confirmed that you have committed an offence of the following nature (the list is not exhaustive), the normal consequence will be dismissal without notice or payment in lieu of notice:

– theft, damage to property, fraud, incapacity for work due to being under the influence of alcohol or illegal drugs, physical violence, bullying and gross insubordination.

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

#### **Appeals**

If you wish to appeal against any disciplinary decision, you must do so to the named person in our organisation within five working days. We 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 B. Annual leave pay advances form**

To Sweet Umbrella:

I understand that

- all employees and workers have a statutory entitlement to paid annual leave, and
- unless I request otherwise, you will set aside an annual paid leave reserve fund, so that it is available to fund my pay during paid annual leave, and
- alternatively, you are willing on my request to make advances against my accrued annual 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 annual 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 Sweet Umbrella:

**EITHER**

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

**OR**

I request you to make advances to me of my accrued annual 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 annual 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 annual leave. I understand that I have the right at any time to ask you to cease making such advances to me.

.....

(signed)

.....

(print name)

.....

(date)

**Annex C. Sweet Umbrella- Employee, Worker, and Freelance Contractor Data Protection and Privacy Notice  
(March 2021)**

The attached Employee, Worker, and Freelance Contractor Data Protection and Privacy Notice is not contractual, and Sweet Umbrella may change it from time to time. Please sign and date this form to acknowledge receipt of this Employee, Worker, and Freelance Contractor Data Protection and Privacy Notice (March 2021 edition), and return it to Sweet Umbrella.

.....

(signed)

.....

(print name)

.....

(date)