

Study Group Limited (the "Company")

EMPLOYMENT RIGHTS ACT 1996

PARTICULARS OF TERMS OF EMPLOYMENT

Of Iyalla John Alamina, 14 Milford Court, Milford Street, Huddersfield, HD1 3DY

1. JOB TITLE/DUTIES

- 1.1 You are employed as a Computing Tutor and you will be responsible to the Head of Engineering.
- 1.2 While employed by the Company you must use your best endeavours at all times to promote the interests and welfare of the Company and any associated companies and uphold expected standards of performance, behaviour and appearance, as defined by your Head of Department. You must not act in any way which may endanger the physical or moral welfare of any students or customers of the Company.
- 1.3 Your employment is conditional on you having permission under UK immigration law to undertake this employment.

You must produce original documentary evidence of your right to undertake this employment prior to commencing it. You will be informed by Human Resources of the documents that are required to confirm your right to work.

Please note that should you fail to produce these documents or for whatever reason you have your immigration clearance revoked, the organisation reserves the right to terminate your contract of employment.

2. COMMENCEMENT

Your continuous service with the Company will begin on TBC. This is the date from which your period of employment with the Company will be calculated.

No employment with a previous employer counts towards your period of continuous employment with the Company.

3. PLACE OF WORK

Your normal place of work will be Huddersfield ISC or such other place as the Company may require which is within a reasonable travelling distance of your normal place of work.

4. PAY

- 4.1 Your rate of pay is £28.96 per hour subject to the usual deductions for PAYE and National Insurance.
- 4.2 The Company reserves the right in its absolute discretion to deduct from your pay and/or other sums due to you any sums which you may owe the Company including, without limitation, any overpayments or loans made to you by the Company.

5. PERIOD OF PAYMENT

You will be paid monthly in arrears on the last working day of each calendar month by credit transfer into a Bank or Building Society account nominated by you. Any changes to this payment date will be notified to you in writing.

6. HOURS OF WORK

- 6.1 Your core hours of work will be variable between 08.45 to 17.30 daily from Monday to Friday inclusive. These hours include teaching contact hours of up to a maximum of 20 hours per week. Your hours of work will be set out in your teaching timetable which will be issued to you from time to time. You will be expected to work such additional hours as are required for the proper performance of your duties. These may include marking, attending department meetings, INSET sessions, resource and materials development, administrative tasks etc.
- 6.2 In accordance with the terms of your student visa your hours of work will not exceed 20 hours per week during term time. You are also required to provide the Company with documentary evidence of your official term start/end dates
- 6.3 You will be allowed a total of 75 minutes each day for lunch and other breaks, to be taken at a time to be agreed with your line manager. This is not included in your normal or daily hours of work set out above and will be unpaid.
- 6.4 You may be required to work overtime from time to time, including at weekends or on statutory and/or public or bank holidays, to meet operational requirements. Please refer to the Global Code of Conduct and supporting policies for further details.
- 6.5 The Company reserves the right to make alterations to these hours of work from time to time for operational reasons, following consultation and agreement with you, and giving reasonable notice of such a requirement.

7. WORKING TIME REGULATIONS

- 7.1 The Working Time Regulations 1998 provide that the average working time, including overtime, does not exceed 48 hours for each seven-day period. You hereby agree that this limit shall not apply to you. This opt out will remain in force indefinitely. You may terminate this opt out at any time by giving not less than three months' written notice to the Company.

8. HOLIDAYS

- 8.1 You are entitled to six working weeks' annual paid holiday. This entitlement is pro rata for part-time staff based on the number of hours worked. Four weeks of this entitlement must be taken during Summer Term Two, which runs from mid June to mid August; the remaining two weeks must be taken outside of term time, subject to management approval and in accordance with the procedure set out in the Global Code of Conduct and associated policies.
- 8.2 Employees are also entitled to Bank, Public or Statutory holidays where these fall within their normal working week, subject to their terms and conditions of employment.
- 8.3 The holiday year is from 1 January to 31 December. Your holiday entitlement will be deemed to accrue at the rate of one twelfth of your annual entitlement per month and will be paid at your normal rate of pay.
- 8.4 Upon the termination of your employment you will be entitled to be paid in respect of any holiday accrued and not taken and will repay to the Company an amount in respect of excess holiday taken over that which was accrued. The Company may require you to take all or part of any balance of annual holiday entitlement due as part of your notice period.

9. ABSENCE

- 9.1 You must adhere to the Company's absence procedure, a copy of which is contained in the Global Code of Conduct and associated policies. Amendments may be made from time to

time which will be notified to you. Failure to follow this procedure may lead to loss of pay.

- 9.2 If you are involved in an accident following which you are able to recover damages from a third party, then any payments of sick pay made to you by the Company which are recoverable from that third party will be treated as a loan made to you by the Company. The loan will be repayable to the Company, together with interest at three percent above base rate. The amount of the loan will be the sum of the sick pay paid to you up to the date of repayment, and will be deductible from any damages or compensation that is subsequently recovered by you.

10. PENSION SCHEME

- 10.1 The Company will provide access to a qualifying workplace pension scheme (the Scheme), into which the Employee will be automatically enrolled, subject to, and in compliance with, the employer duties in respect of the Employee in accordance with Part 1 of the Pensions Act 2008.
- 10.2 After the completion of 3 months' service and where automatic enrolment applies, the Employee's pension contributions shall be made by way of deductions from salary at the rate which applies from time to time. If the Employee is not eligible to be automatically enrolled in the Scheme, the Employee may elect to voluntarily join the Scheme, subject to the provisions of the Scheme.
- 10.3 Further information on the current Scheme, including higher contribution levels that an Employee may elect to pay, are available separately. The Scheme is subject to provisions which may be amended from time to time, and the Company may replace the Scheme with another pension scheme at any time and/or change the provider of the Scheme.

11. PROBATIONARY PERIOD

The first 12 weeks of your employment will be a probationary period. During this period your employment may be terminated by either party by one week's notice in writing. The probationary period may be extended at the discretion of the Head of Department; if so, the reasons for the extension will be discussed with you and confirmed to you in writing.

12. NOTICE

12.1 Termination by the Company

After satisfactory completion of your probationary period, your employment may be terminated by the Company giving you 12 weeks' notice in writing.

12.2 Termination without notice

Nothing in these terms and conditions of employment shall prevent the Company from terminating your employment without notice, or pay in lieu of notice in appropriate circumstances (i.e. gross misconduct).

12.3 Salary in lieu of notice

If your employment is terminated at any time without notice provided by the Company, it will make a payment equivalent to your salary for your proper period of notice (subject to clause 12.2 above). If the Company elects to pay you salary in lieu of notice, it may make such payments to you on a monthly basis for the duration of your notice period.

12.4 Garden leave

The Company may require you not to report for work during your period of notice, but in any such case your employment shall continue upon these terms and conditions until the expiry of the notice. The implied duty of fidelity between you and the Company will continue during any period of "garden leave" and during this period you are required to

remain contactable by the Company.

12.5 Termination by the Employee

Subject to clause 11 above, you may terminate your employment by giving the Company 12 weeks notice in writing.

12.6 Return of Company Property

On or before the termination of your employment, you will return to the Company all documents, correspondence, files, records (including computer versions, copies, extracts or originals); computer disks; credit cards; keys; security passes; equipment, and all other property within your possession or control belonging to the Company, or any associated companies, and relating to the affairs and business of the Company or any associated companies. You agree to not retain any copies of the same.

13. CONFIDENTIALITY

You may not, either during or after the termination of your employment with the Company, disclose to any person (except as authorised or required by the Company) confidential information relating in any way to the business of the Company which you may have gained during your employment (including without limitation details of employees, details of current and former students or customers, trade secrets and/or details of the Company's intellectual property or business practices or systems). The Company reserves the right to take action on any breach by you of the confidentiality provisions.

14. INTELLECTUAL PROPERTY

14.1 All relevant Intellectual Property and all Intellectual Property Rights therein shall to the fullest extent permitted by law belong to, vest in and be the absolute, sole and unencumbered property of the Company.

14.2 You hereby:

14.2:1 acknowledge for the purposes of Section 39, Patents Act 1977 that because of the nature of your duties you have and at all times during your employment will have a special obligation to further the interests of the undertakings of the Company;

14.2:2 undertake to notify and disclose to the Company in writing full details of all Intellectual Property forthwith upon the production of the same, and promptly whenever requested by the Company and in any event upon the termination of your employment with the Company deliver up to the Company all correspondence and other documents, papers and records, and all copies thereof in your possession, custody and power relating to any Intellectual Property;

14.2:3 to the extent that you own or will own such rights, irrevocably assign to the fullest extent permitted by law, to the Company including by way of future assignment all Intellectual Property Rights (if any) in, or relating to, all Company Material and any and all derivatives thereof;

14.2:4 to the extent permitted by law, undertake to hold upon trust for the benefit of the Company any Company Material and Intellectual Property and the Intellectual Property Rights therein to the extent the same may not be and until the same are vested absolutely in the Company;

14.2:5 unconditionally and irrevocably waive any and all moral rights (as conferred by Chapter IV of Part I of the Copyright Designs and Patents Act 1988) and all rights of a similar or corresponding nature in any jurisdiction in and to any and all Company Material, such waivers being made expressly in favour of the Company and shall extend to licensees and successors in title to the copyright in the relevant

work and where such rights cannot be waived you agree not to assert them;

14.2:6 assign by way of future assignment all copyright, design rights and other property rights (if any) in all relevant Intellectual Property;

14.2:7 pursuant to Section 87 of the Copyright, Designs and Patents Act 1988, unconditionally and irrevocably waive your rights to be identified as the author of any of the Intellectual Property in which copyright subsists (the "Work") and not to have the Work subjected to derogatory treatment; and this waiver is made expressly in favour of the Company and shall extend to licensees and successors in title to the copyright in the Work;

14.2:8 acknowledge that, save as provided by law, no further remuneration or compensation other than that provided for herein is or may become due to you in respect of the performance of your obligations under this clause; and

14.2:9 undertake at the expense of the Company to execute all such documents, make such applications, give such assistance and do such acts and things as may in the opinion of the Company be necessary or desirable to vest in and register or obtain letters patents in the name of the Company and otherwise to protect and maintain the Company Material and the Intellectual Property Rights therein. You hereby irrevocably appoint the Company as your attorney for this purpose and this obligation shall continue following the termination of your employment and will be binding on your assigns, executors, administrators and other legal representatives.

14.3 To the extent that by law Company Material or the Intellectual Property Rights therein do not, or are not permitted to, vest in or belong to the Company you agree immediately upon the same coming into existence to offer to the Company in writing a right of first refusal to acquire the same on arms length terms to be negotiated and agreed between the parties in good faith.

14.4 For the purposes of this clause, Intellectual Property means any future patents, trade marks, service marks, registered designs, utility models, design rights, copyright (including copyright in computer software), database rights, inventions, trade secrets and other confidential information, know-how, business or trade names (including internet domain names and e-mail address names) and all other intellectual and industrial property and rights of a similar or corresponding nature in any part of the world, whether registered or not or capable of registration or not and including the right to apply for and all applications for any of the foregoing rights and the right to sue for infringement of any of the foregoing rights; and Intellectual Property Rights means rights in or to any Intellectual Property.

15. OTHER EMPLOYMENT

15.1 You must devote the whole of your time, attention and abilities during your normal contracted hours of work for the Company to your duties for the Company. You may not, under any circumstances, whether directly or indirectly, undertake any other duties of whatever kind during your hours of work for the Company.

15.2 You may not without the prior written consent of the Company (which will not be unreasonably withheld) engage, whether directly or indirectly, in any business or employment which is similar to, or in any way connected or competitive with, the business of the Company outside your hours of work for the Company.

16. PERSONAL DETAILS

You must notify your Line Manager and the HR Manager, UK of your personal details, such as full name, address, telephone number and details of next of kin. Any changes to these details must also be notified to the Company as soon as possible.

17. DATA PROTECTION

Study Group will collect and process information relating to the Employee in accordance with the Privacy Notice for Employees which can be found in your on-boarding documents.

The Employee is requested to confirm on the enclosed Compliance form that the Privacy Notice has been read and understood.

The Employee shall comply with the Data Protection Policy and all related policies when handling personal data in the course of employment including personal data relating to any employee, student, university partner, contractor, supplier, agent or any other associated person of the Company. Failure to comply with the Data Protection Policy or any related policies may be dealt with under our disciplinary procedure and, in serious cases, may be treated as gross misconduct leading to summary dismissal.

18. COMMUNICATIONS

18.1 By signing this contract you acknowledge that access to the Company's computer and telephone systems is provided for business purposes. Please refer to the Global Code of Conduct and the associated policies for further information.

18.2 In order that the Company may protect its legitimate business interests, you agree that all your e-mail and telephone communications may be monitored and/or recorded by the Company and further agree that any other correspondence addressed to you or sent by you, whether by letter, email or facsimile, may be opened and/or read by the Company. You also accept that your use of the Internet and all Company systems may be monitored.

19. CONTINUOUS PROFESSIONAL DEVELOPMENT (CPD)

19.1 The Company is committed to a policy of Continuous Professional Development for all staff. Training budgets are provided to encourage staff to develop professionally and external courses of one day or longer may be funded, subject to the approval of the Head of Department.

19.2 Successful completion of your probation period and your continued employment is subject to the completion of mandatory training courses as specified by the Company from time to time.

20. RIGHT OF SEARCH

20.1 The Company reserves the right to inspect personal belongings, staff lockers or vehicles at any time. Staff are required to make themselves and their personal effects available for inspection on request. In doing so, the Company will ensure that it maintains its value of respect for people.

20.2 Consent to such a search will always be sought from the individual concerned. However, failure to agree to such a request may result in an inference being drawn against you. Refusal may be treated as gross misconduct and may lead to disciplinary action being taken against you.

20.3 Searches may be carried out by a member of the management team, or by a member of Security. Personal effects searches will only be carried out by members of the same sex and anyone asked to undergo a search may, on request, have a fellow employee present whilst the search is carried out.

21. MEDICAL EXAMINATION

The Company may, in its absolute discretion, require you to be medically examined at its expense by a medical officer of its choice. Inferences may be drawn by any unreasonable refusal to undergo a medical examination.

22. TRANSPORT

Where you are required to drive Company vehicles as part of your duties you must provide (and maintain at your own expense) a valid driving licence. You must produce and give a copy of your driving licence to the Company when required to do so by the Company.

23. PERSONAL PROPERTY

The Company accepts no responsibility for any personal property brought onto the Company's premises or contained in any of the Company's vehicles.

24. POLICIES & PROCEDURES

24.1 The Company's policies and procedures are contained in the Global Code of Conduct and in associated policies on Mystudygroup.com. Failure to comply with the provisions contained in them may lead to disciplinary action being taken against you.

24.2 Amendments may be made to this document from time to time and these will be notified to you.

24.3 The Company's Disciplinary and Grievance Procedures are set out in the Global Code of Conduct and associated policies and are non-contractual except where stipulated by law. Amendments may be made from time to time which will be notified to you.

25. SUSPENSION

The Company may suspend you from work with pay.

26. COLLECTIVE AGREEMENTS

There are no collective agreements in force affecting your employment.

27. ENHANCED LEVEL DISCLOSURE AND BARRING SERVICE CHECK

Your employment and continued employment with the Company is subject to a satisfactory enhanced level Disclosure and Barring Service check.

28. VARIATION

Following consultation with you, the Company reserves the right to vary the terms of employment. Any such variation will be notified to you in writing. This statement replaces all your previous terms and conditions of employment with the Company.



SIGNED :
(on behalf of the Company)

DATED : 02/03/2020

I AGREE TO THE TERMS OF THIS CONTRACT

SIGNED :
(the Employee)

DATED :