

STATEMENT OF TERMS AND CONDITIONS OF EMPLOYMENT

We are delighted that you are joining our team and wish you every success in your new role; this document sets out the terms and conditions of your role.

1. INTRODUCTION

This short-term contract dated 01/12/2020 sets out the terms and conditions of employment on which Sitel UK Ltd ("the Company") employs Danesh Paul with effect from 10/12/2020. Your continuous service date is 10/12/2020. Employment with any previous employer does not count as part of your continuous period of employment with the Company.

Your appointment is on a short-term basis. Whilst your contract is expected to continue until 31/01/2021, unforeseen circumstances that are outside the Company's control may mean that notice has to be given before the contract is due to terminate. In the unlikely event that this occurs, your contract can be terminated by giving the period of notice set out in Clause 14 of this Contract. Should this happen, you will be paid your salary and benefits up until the new effective termination date.

Should your employment continue after 31/01/2021 this will be on the basis of the expected termination date of your contract extending on a 2 week rolling basis only.

There are no collective agreements affecting your terms and conditions of employment.

2. ELIGIBILITY TO WORK AND EMPLOYMENT CHECKS

This contract, and your continued employment by Sitel UK Ltd is subject to you having and/or gaining and maintaining the right to live and work in the UK.

You must inform us immediately of any matter affecting your right to either live or work in the UK.

You are required to provide the documentation as explained in the contemporaneous Home Office guidance and legislation as evidence of your right to do so, and you are responsible for ensuring compliance in relation to this throughout your employment with the Company.

Your employment is also conditional on you satisfying the requirements for employment checks applicable to your job role.

All job roles are subject to the receipt of two satisfactory employment references.

Any additional employment check requirements applicable to your job role will be notified to you separately.

Failure to satisfy employment check requirements may lead to the offer of employment being withdrawn, postponed or, if employment has commenced this being terminated.

You must also disclose to us immediately if you are charged or convicted of any criminal offence (other than a road traffic offence for which a fixed penalty is imposed) during your employment.

3. JOB TITLE

You are employed as a Customer Service Advisor.

As a Customer Service Advisor the Company reserves the right to require you to perform other duties and/or work, which are in the Company's view within your skill and competence on any programme and not just the one you are assigned to at the commencement of your employment or in other departments as required to meet the needs of the outsourcing business and it is a condition of your employment that you are prepared to do this.

You are required to comply with all rules, policies and procedures as laid down by the Company and which from time to time may be in force and which are accessible through the Shared Drive. Such rules, policies and processes are non-contractual, and may be amended from time to time as the Company deem appropriate.

4. PROBATION PERIOD

Your employment is subject to the successful completion of a probation period. The probation period is intended to last for a minimum of six months.

You will be provided with induction training on commencement of your employment which will be paid at your basic hourly rate of pay.

Throughout this period, including your induction training, ongoing assessment will be made of your progress. Should you not reach the required standards the Company may extend your probation period or terminate your employment, at any point during the probation period.

5. PLACE OF WORK

Your normal place of work is: , however, you may be required to work on a temporary or permanent basis either partly or wholly at such other locations or in other geographical areas in order to meet a business requirement.

6. HOURS OF WORK AND OVERTIME

Your normal hours of work are an average of 40 hours per week and will be set by rota in advance. The Company operates a 24 hour 7 days a week service and your shift pattern can include working during the day, at night, at weekends and on statutory/public holidays. Your initial working pattern will be advised separately. You will be paid for actual hours worked. The Company reserves the right to alter working hours as necessary.

In addition to these hours, you may be required to work additional hours when requested. Where it is appropriate for commercial reasons, the opportunity to earn overtime may be offered. Overtime will be paid at the standard hourly rate for that programme unless a seasonal overtime policy determines a higher rate of pay. The higher rate of pay will only apply once hours in excess of 40 hours are worked. The Company reserves the right to withdraw this seasonal overtime policy at any time and to determine the amount of overtime available at any time.

Breaks will be provided in line with the Working Time Regulations 1998. All breaks are unpaid.

If there is a shortage of work, the Company will actively seek to find you reasonable alternative employment. In the event that there is insufficient work, the Company may require you not to attend work for a period during which you will not be entitled to salary.

7. PAY

You will be paid at the rate of £ 10.00 per hour paid at weekly intervals in arrears by credit transfer into your nominated account.

Your weekly pay will be adjusted accordingly in line with the hours worked. By law we are obliged to account for all statutory PAYE deductions in respect of your earnings and will do so before we make any salary payments to you.

8. BONUS AND COMMISSION

Should you be entitled to bonus and/or commission, this will be notified to you under separate cover.

Participation in or payments under any such scheme for any period will not guarantee an ongoing right to participate in or be paid under any such scheme. Rules of bonus and/or commission schemes may change from time to time as notified to you by the Company.

No payment will be made under any scheme if, on the payment date, the employee has given, or has been given, notice of termination of employment, or is no longer employed by the Company.

Any such scheme is entirely discretionary in nature and is not incorporated by reference into this Contract.

Bonus payments are non-pensionable and are subject to PAYE deductions.

9. DEDUCTIONS FROM PAY

The Company is authorised to deduct any sums due to it from your salary.

These terms and conditions of your employment are without prejudice to any deduction which will be made from your pay in accordance with a statutory requirement or court order; or which is made in consequence of a disciplinary decision against you; or which is in respect of any other contractual arrangements, arrangements authorised by you for the payment of sums to third parties; or in respect of any deductions because you took part in a strike or other industrial action.

You are advised that in the event of any overpayment of salary/wages, you are obliged to notify the Company immediately in order that corrective action can be implemented.

10. ANNUAL LEAVE

Your annual holiday entitlement is 20 days per annum (150 hours, based on a full-time working week of 37.5 hours). If you are employed on a part-time basis your entitlement will be worked out on a pro rata basis and notified to you.

In addition to your holiday entitlement, you are entitled to eight statutory/public holidays that are applicable to the United Kingdom. If you are employed on a part-time basis, your entitlement will be worked out on a prorated basis.

The holiday year currently runs from 1st January to 31st December . Holiday is accrued daily.

If you join the Company during the holiday year, you will accrue a pro rata amount of the annual entitlement calculated from your commencement date until the start of the next holiday year when you are entitled to the full annual entitlement.

The following conditions apply to the taking of holidays:

All annual holiday entitlement must have the prior written approval and authorisation of your line manager.

Where too many employees require the same holiday period, which, if granted, would impair the efficiency of the operation, holidays will be granted on the basis of first request, first granted.

Unused holiday entitlement cannot be carried forward into the next holiday year, nor will you receive any payment in lieu of unused holiday.

On termination of your employment, payment will normally be made for all unused accrued holiday entitlement. This will be calculated at your leave date and notified to you if you have taken more annual holiday entitlement than you have accrued during the holiday year, the balance will be deducted from any outstanding wages or salaries.

We reserve the right to require you to take any unused annual leave entitlement during your notice period, even if booked to be taken after the end of your notice period.

Given the nature of the business it will be necessary for you to work on statutory/public holidays on some occasions. In such circumstances you will receive time off in lieu or additional pay at a rate that will be notified to you at the time.

11. SICKNESS ABSENCE AND PAY

If you are absent from work due to sickness or injury which continues for more than seven days (including weekends) you must provide the Company with a Statement of Fitness for Work ('Fit Note')/medical certificate by the eighth day of sickness or injury. Thereafter medical certificates must be provided to the Company to cover any continued absence.

During any periods of absence due to sickness or injury and subject to meeting statutory qualifying criteria you will be entitled to payments under the Statutory Sick Pay (SSP) scheme.

12. STATUTORY TERMS AND PENSION

Statutory entitlements apply for maternity, paternity, adoption, shared parental or parental bereavement leave, time off for dependants and redundancy payments. The Company's policies in this respect are accessible through the Shared Drive.

You will be subject to the auto enrolment process for our People's Pension scheme set up in accordance with Part 1 of the Pensions Act 2008 for all other employees.

A contracting-out certificate is not in force in respect of the Appointment.

You will be notified separately if you become eligible for any other benefits.

13. BENEFITS

The Company offers a non-contractual paid compassionate leave provision; the Company's policy and eligibility in this respect is accessible through the Shared Drive.

The Company retains the right to remove your entitlement to benefits at any time.

14. NOTICE PERIOD

The service periods expressed below start from the employee's continuous service date, as detailed in clause 1 of this contract.

You are required to give the following notice in writing to your line manager:

Under three months' service – one week

Over three months' service but under six months' service – two weeks

Over six months' service – four weeks

You are entitled to receive the following periods of notice from the Company:

Under one month's service – one day

After one month's service – one week

Over two years' continuous service - two weeks, and one week there after for each complete year of service to a maximum of twelve weeks after twelve years

In cases of dismissal for gross misconduct you will not be entitled to notice or pay in lieu of notice. Examples of gross misconduct are detailed in the disciplinary procedure accessible through the Shared Drive. These examples are not exhaustive.

At the absolute discretion of the Company, payment in lieu (of basic salary only) of notice may be made.

The Company reserves the right to exclude you from the Company premises and deactivate all access rights during your notice period.

By mutual agreement, these notice periods may be waived.

If you or we have given notice to terminate your employment, we may place you on garden leave for all or part of that notice period. This means that you will still be able to receive your normal salary and benefits but will not be allowed on to any of our premises or to contact any of our employees, suppliers or customers without our prior consent. Whilst you are on garden leave you will remain our employee and must provide us with any information or co-operation which we reasonably request.

On termination of employment for whatever reason you will immediately return to the Company in accordance with its instructions all equipment, keys, confidential information (as described in Clause 15), documents, reports, notes, correspondence and any copies thereof and any other property belonging to the Company or any Associated Company which are in your possession or control.

You agree that should you not return, for whatever reason, any equipment belonging to the Company or any Associated Company, which are in your possession or control, the cost of replacing the equipment will be deducted from your final wage or may be recovered as a debt against you.

15. CONFIDENTIALITY

Employees have a duty of confidentiality to the Company, its clients and their customers.

In the normal course of employment with the Company, you may have access to and be entrusted with the following information:

Salary or other benefit information as it relates to other employees, and personal salary details;
Payroll and Personnel information;
Financial information;
Marketing and Sales information;
Business Trade Secrets;
Business Philosophies;
Legal information;
Intelligence information;
Strategic and Operational Planning information.

Confidential data and information an employee receives must not be used for their own benefit or the benefit of others, and must not be disclosed to any person or persons outside the Company. If an employee is in doubt, they should refer the matter to their manager.

To protect the confidentiality of this data and information, and data and information given to you or gained in confidence from any sources, you agree:

Not at any time, whether during or following your employment with the Company (unless expressly so authorised by the Company in writing or as a necessary part of the performance of your duties) to disclose to any person or to make use of any such confidential information.

To deliver to the Company before the end of your employment, or if that employment ends without notice, immediately after its end, all documents and records belonging to the Company which are in your possession, including documents and records made by you in the course of your employment and relating to the affairs of the Company.

16. DATA PROTECTION

You acknowledge and accept that information relating to you may be processed by the Company in order to fulfil the Company's obligations to you under your employment contract and/or for reasons relating to your employment with the Company and as otherwise required by law in relation to your employment in accordance with applicable law. Please review the Privacy Notice for details regarding the processing of your personal information.

In the course of your work you acknowledge and accept that you will adhere to the principles laid out in the EU General Data Protection Regulation. In particular you will not disclose to any unauthorised Sitel employee or any other third party, personal data relating to customers and employees, for example but not limited to, address, telephone number, date of birth, bank account or customer account details, debit/credit card details etc.

Breach of Data Protection may result in disciplinary action.

17. DISCIPLINARY PROCEDURE

The Company Rules and Disciplinary Procedures are accessible through the Shared Drive. It is your responsibility to familiarise yourself with these procedures. This policy does not form part of your terms and conditions of employment.

18. GRIEVANCE PROCEDURE

If you wish to raise any grievance relating to your employment, you should do so in accordance with the Grievance Procedure accessible through the Shared Drive. This policy does not form part of your terms and conditions of employment.

19. APPEALS PROCEDURE

If you are dissatisfied with any disciplinary or grievance decision, you should raise an appeal in accordance with the Appeals Procedure accessible through the Shared Drive. This policy does not form part of your terms and conditions of employment.

20. RIGHT OF SEARCH

The Company reserves the right to search yourself, your personal belongings and vehicles. Searches will be conducted by a nominated person authorised by the Company. You have the right to be accompanied during the search by a colleague.

21. MONITORING AT WORK

The Company also has the right to monitor the activities of its employees systematically or occasionally, and either overtly or covertly while you are working in a location owned by the Company or working on Company owned equipment; we will only view, capture, use, store and generally process your personal information in accordance with the General Data Protection Regulation 2016/679 and the Company Privacy Notice.

22. OTHER EMPLOYMENT

You are required to devote your complete attention and abilities to your job duties during working hours, and to act in the best interests of the Company at all times.

During the course of your employment with the Company you must not engage in any other occupation or profession or business or work for any other company, firm or person without first obtaining written consent from your manager.

The Company will not allow additional employment which would be a conflict of interest, lead to impairment of ability to undertake duties and responsibilities or which would cause damage to its reputation.

23. WORK ETHICS

You must devote the whole of your time, attention and abilities during your 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.

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 or in any way connected to or competitive with the business of the Company in which you work or which could or might reasonably be considered by others to impair your ability to act at all times in the best interest of the Company either during or outside your hours of work for the Company.

You may not without prior written consent of the Company, accept any gift and/or favour of whatever kind from any customer, client or supplier of the Company or any prospective customer, client or supplier of the Company.

You must not disclose any trade secrets or other information of a confidential nature relating to the Company or any of its Associated Companies or their business or in respect of which the Company owes an obligation of confidence to any third party during or after your employment except in the proper course of your employment or as required by law.

You must not remove any documents, or tangible items which belong to the Company or which contain any confidential information from the Company's premises at any time without proper advance authorisation.

You must return to the Company upon request and, in any event, upon the termination of your employment, all documents and tangible items which belong to the Company or which contain or refer to any confidential information and which are in your possession or under your control.

You must, if requested by the company, delete all confidential information from any reusable material and destroy all other documents and tangible items which contain or refer to any confidential information and which are in your possession or under your control.

As between you and the Company, the ownership of all inventions, discoveries, improvements and ideas (together referred to in this clause as "inventions") made by you will be determined in accordance with s.29 of the Patents Act 1977.

If you make any invention whether patentable or not which relates to or is capable of being used in any business of the Company with which you are (at the time of making the invention) or have been (within two years before that time) concerned to a material degree you must disclose full details of such invention to the Company immediately.

You agree to assign to the Company or its nominee, all your rights to inventions which you have made pursuant to the above clause and you agree that you will at the expense of the Company assist the Company, or its assignees in every way to protect the rights of the Company and to vest in the Company the entire right, title and interest in all said inventions which have resulted from any work done by you. This will include assisting in the execution of all assignments and documents and helping in whatever way the Company requests of you in order to secure patent or other appropriate forms of protections for the invention throughout the world.

24. VARIATION

The Company reserves the right to make reasonable changes to any of your terms and conditions of employment.

You will be notified of minor changes of detail by way of a general notice to all employees. Such changes will have effect from the date of the notice.

You will be given not less than 1 month's notice of any significant changes that may be given by an individual notice or a general notice to all staff. Such changes will be deemed to be accepted unless you notify the Company of any objection, in writing, before the expiry of the 1 month's notice period.

Contracts may also be varied in line with Clauses 3 and 5.

25. APPLICATION OF RESTRICTIONS

You agree that each of the restrictions contained in these Terms and Conditions be read and construed independently of the others and that all such restrictions are considered reasonable by the parties to this agreement but, in the event that any such restriction is found or held to be void in circumstances where it would be valid if some part of it were deleted or the period, scope, or distance of application reduced the parties to these Terms and Conditions agree that such restrictions will apply with such modification as may be necessary to make it valid and effective and that any such modification will not affect the validity of any other restriction contained in these Terms and Conditions.

26. FURTHER PROVISIONS

In these Terms and Conditions, the expression "we" (and its corresponding derivatives) and "the Company" includes Sitel UK Ltd (and its successors in title) together with all of its subsidiary and associated companies.

27. GOVERNING LAW

The validity, construction and performance of this contract will be governed by English Law.

I acknowledge receipt of this contract and confirm that I have read and understood it. I agree to the terms and conditions contained therein and accept that this forms part of my contract with the Company. I also understand that it is my responsibility to familiarise myself with the policies and procedures of the Company, although they do not form part of my terms and conditions of employment with the Company.

Signed for on behalf of Sitel:

A handwritten signature in blue ink, appearing to read 'Naomi Oerton'.

Naomi Oerton, Regional HR Manager UKI, Sitel Group

DATE: 01/12/2020

Signed for by Employee:

Danesh Paul

DATE: 01/12/2020