

CONTRACT 4: TERMS OF ENGAGEMENT FOR AGENCY WORKERS (CONTRACT FOR SERVICES) For

1. DEFINITIONS AND INTERPRETATION

1.1. In these Terms the following definitions apply:

“Actual Rate of Pay”	means, unless and until the Agency Worker has completed the Qualifying Period, the rate of pay which will be paid for each hour worked during an Assignment (to the nearest quarter hour) weekly in arrears, subject to Deductions and any Agreed Deductions, as set out in the relevant Assignment Details Form;
“Actual QP Rate of Pay”	means the rate of pay which will be paid to the Agency Worker if and when s/he completes the Qualifying Period. Such rate will be paid for each hour worked during an Assignment (to the nearest quarter hour) weekly in arrears, subject to Deductions and any Agreed Deductions, as set out in any variation to the relevant Assignment Details Form;
“Agency Worker”	means Nicolae Gutu supplied by the Employment Business to provide services to the Hirer;
“Agency Workers Regulations”	means the Agency Workers Regulations 2010
“Agreed Deductions”	means any deductions the Agency Worker has agreed can be made from their pay; [
“Assignment”	means assignment services to be performed by the Agency Worker for the Hirer for a period of time during which the Agency Worker is supplied by the Employment Business to work temporarily for and under the supervision and direction of the Hirer;
“Assignment Details Form”	means written confirmation of the assignment details to be given to the Agency Worker upon acceptance of the Assignment;
“Calendar Week”	means any period of 7 days starting with the same day as the first day of the First Assignment;
“Conduct Regulations”	means the Conduct of Employment Agencies and Employment Businesses Regulations 2003
“Confidential Information”	means any and all confidential commercial, financial, marketing, technical or other information or data of whatever nature relating to the Hirer or Employment Business or their business or affairs (including but not limited to these Terms, data, records, reports, agreements, software, programs, specifications, know-how, trade secrets and other information concerning the Assignment) in any form or medium whether disclosed or granted access to whether in writing, orally or by any other means, provided to the Agency Worker or any third party in relation to the Assignment by the Hirer or the Employment Business or by a third party on behalf of the Hirer whether before or after the date of these

Terms together with any reproductions of such information in any form or medium or any part(s) of such information;

- “Control”** means (a) the legal or beneficial ownership, directly or indirectly, of more than 50% of the issued share capital or similar right of ownership; or (b) the power to direct or cause the direction of the affairs and/or general management of the company, partnership, statutory body or other entity in question, whether through the ownership of voting capital, by contract or otherwise, and "Controls" and "Controlled" shall be construed accordingly;
- “Data Protection Laws”** means the Data Protection Act 1998, any applicable statutory or regulatory provisions and all European Directives and regulations in force from time to time relating to the protection and transfer of personal data;
- “Deductions”** means any deductions which the Employment Business may be required by law to make and in particular in respect of PAYE pursuant to Sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003 and Class 1 National Insurance Contributions;
- “Emoluments”** means any pay in addition to the Actual QP Rate of Pay;
- “Employment Business”** **Platinum Personnel Solutions UK** Limited (registered company no05997144. Office 5 Leiston Enterprise Centre Leiston Suffolk IP16 4US
- “Engagement”** means the engagement, employment or use of the Agency Worker by the Hirer or any third party to whom the Agency Worker has been introduced by the Hirer, on a permanent or temporary basis, whether under a contract of service or for services, and/or through a company of which the Agency Worker is an officer, employee or other representative, an agency, license, franchise or partnership arrangement, or any other engagement; and “Engage”, “Engages” and “Engaged” shall be construed accordingly;
- “First Assignment”** means:
- (a) the relevant Assignment; or
 - (b) if, prior to the relevant Assignment:
 - i. the Agency Worker has worked in any assignment in the same role with the relevant Hirer as the role in which the Agency Worker works in the relevant Assignment; and
 - ii. the relevant Qualifying Period commenced in any such assignment,that assignment (an assignment being (for the purpose of this defined term) a period of time during which the Agency Worker is supplied by one or more Temporary Work Agencies to the relevant Hirer to work temporarily for and under the supervision and direction of the relevant Hirer);

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“Hirer” means the person, firm or corporate body together with any subsidiary or associated person, firm or corporate body (as the case may be) to whom the Agency Worker is supplied or introduced;

“Hirer's Group” means (a) any individual, company, partnership, statutory body or other entity which from time to time Controls the Hirer, including (but not limited to) as a holding company as defined in section 1159 of the Companies Act 2006; and (b) any company, partnership, statutory body or other entity which from time to time is Controlled by or is under common Control with the Hirer, including (but not limited to) as a subsidiary or holding company as defined in section 1159 of the Companies Act 2006;

“Hourly Rate” :Means A start salary of the Minimum wage or above, which will increase to £ per hour after completing 12 weeks employment with. All agency workers are paid a premium for overtime hours these hours are paid as follows: employees are paid normal rates for all hours up to and including working hours per week, once more than hours are worked the pay structure is the following. In accordance to the clients permanent employees overtime conditions

“Leave Year” means the period during which the Agency Worker accrues and may take statutory leave commencing: on the date that the Agency Worker starts an Assignment or a series of Assignments] OR and runs until the anniversary of that date; Once you have completed 12 weeks employment With : your holiday entitlement will be the same pro rota of the Customers permanent employees

All PPE required to protect the agency worker is provided free of charge by Platinum Personnel Solutions Ltd under the employer's regulation section 4 of the Personal Protective Equipment at Work Regulations 1992

“Period of Extended Hire” means any additional period that the Hirer wishes the Agency Worker to be supplied for beyond the duration of the original Assignment or series of assignments as an alternative to paying a Transfer Fee;

“Qualifying Period” means 12 continuous Calendar Weeks during the whole or part of which the Agency Worker is supplied by one or more Temporary Work Agencies to the relevant Hirer to work temporarily for and under the supervision and direction of the relevant Hirer in the same role, and as further defined in the Schedule to these Terms;

“Relevant Period” means (a) the period of 8 weeks commencing on the day after the last day on which the Agency Worker worked for the Hirer having been supplied by the Employment Business; or (b) the period of 14 weeks commencing on the first day on which the Agency Worker worked for the Hirer having been supplied by Employment Business or 14 weeks from the first day of the most recent Assignment where there has been a break of more than 6 weeks (42 days) since any previous assignment; [

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“Temporary Work Agency”	means as defined in the Schedule to these Terms;
“Terms”	means these terms of engagement (including the attached schedule) together with any applicable Assignment Details Form;
“Transfer Fee”	means the fee payable by the Hirer to the Employment Business in accordance with clause 3.7, as permitted by Regulation 10 of the Conduct Regulations;
“Type of Work”	means
“Working Time Regulations”	means the Working Time Regulations 1998

- 1.2. Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.
- 1.3. The headings contained in these Terms are for convenience only and do not affect their interpretation.
- 1.4. Any reference, express or implied, to an enactment includes a reference to that enactment as from time to time amended, modified, extended, re-enacted, replaced or applied by or under any other enactment (whether before or after the date of these Terms) and all subordinate legislation made (before or after these Terms) under it from time to time.

2. THE CONTRACT

- 2.1. These Terms constitute the entire agreement between the Employment Business and the Agency Worker for the supply of services to the Hirer and they shall govern all Assignments undertaken by the Agency Worker. However, no contract shall exist between the Employment Business and the Agency Worker between Assignments. These Terms shall prevail over any other terms put forward by the Agency Worker.
- 2.2. During an Assignment the Agency Worker will be engaged on a contract for services by the Employment Business on these Terms. For the avoidance of doubt, the Agency Worker is not an employee of the Employment Business although the Employment Business is required to make the Deductions from the Agency Worker's pay. These Terms shall not give rise to a contract of employment between the Employment Business and the Agency Worker, or the Agency Worker and the Hirer. The Agency Worker is supplied as a worker, and is entitled to certain statutory rights as such, but nothing in these Terms shall be construed as giving the Agency Worker rights in addition to those provided by statute except where expressly stated.
- 2.3. **[see Note 9]** No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Employment Business and the Agency Worker and set out in writing and a copy of the varied terms is given to the Agency Worker no later than 5 business days following the day on which the variation was made stating the date on or after which such varied terms shall apply.
- 2.4. The Employment Business shall act as an employment business (as defined in Section 13(3) of the Employment Agencies Act 1973
- 2.5. when introducing or supplying the Agency Worker for Assignments with its Hirers.

3. ASSIGNMENTS AND INFORMATION TO BE PROVIDED

- 3.1. The Employment Business will endeavour to obtain suitable Assignments for the Agency Worker to perform the agreed Type of Work. The Agency Worker shall not be obliged to accept any Assignment offered by the Employment Business.

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- 3.2. The Agency Worker acknowledges that the nature of temporary work means that there may be periods when no suitable work is available and agrees that:
 - 3.2.1. the suitability of the work to be offered shall be determined solely by the Employment Business; and
 - 3.2.2. the Employment Business shall incur no liability to the Agency Worker should it fail to offer Assignments of the Type of Work or any other work.
- 3.3. At the same time as an Assignment is offered to the Agency Worker the Employment Business shall provide the Agency Worker with an Assignment Details Form setting out the following:
 - 3.3.1. the identity of the Hirer, and if applicable the nature of their business;
 - 3.3.2. the date the Assignment is to commence and the duration or likely duration of Assignment;
 - 3.3.3. the Type of Work, location and hours during which the Agency Worker would be required to work;
 - 3.3.4. the Hourly Rate that will be paid and any expenses payable by or to the Agency Worker;
 - 3.3.5. any risks to health and safety known to the Hirer in relation to the Assignment and the steps the Hirer has taken to prevent or control such risks; and
 - 3.3.6. what experience, training, qualifications and any authorisation required by law or a professional body the Hirer considers necessary or which are required by law to work in the Assignment.
- 3.4. Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any Public or Bank Holiday) following save where:
 - 3.4.1. the Agency Worker is being offered an Assignment in the same position as one in which the Agency Worker has previously been supplied within the previous 5 business days and such information has already been given to the Agency Worker and remains unchanged; or
 - 3.4.2. subject to clause 3.5, the Assignment is intended to last for 5 consecutive business days or less and such information has previously been given to the Agency Worker before and remains unchanged, the Employment Business needs only to provide written confirmation of the identity of the Hirer and the likely duration of the Assignment.
- 3.5. Where the provisions of clause 3.4.2 are met but the Assignment extends beyond the intended 5 consecutive business day period, the Employment Business shall provide such information set out in clause 3.3 to the Agency Worker in paper or electronic form within 8 days of the start of the Assignment.
- 3.6. For the purpose of calculating the average number of weekly hours worked by the Agency Worker on an Assignment for the purposes of the Working Time Regulations, the start date for the relevant averaging period shall be the date on which the Agency Worker commences the first Assignment.
- 3.7. If, before or during an Assignment or during the Relevant Period, the Hirer wishes to Engage the Agency Worker directly or through another employment business, the Agency Worker acknowledges that the Employment Business will be entitled either to charge the Hirer a Transfer Fee or to agree a Period of Extended Hire with the Hirer

at the end of which the Agency Worker may be Engaged directly by the Hirer or through another employment business without further charge to the Hirer. In addition the Employment Business will be entitled to charge a Transfer Fee to the Hirer if the Hirer introduces the Agency Worker to a third party (other than another employment business) who subsequently Engages the Agency Worker, directly or indirectly, before or during an Assignment or within the Relevant Period.

- 3.8. If the Agency Worker has completed the Qualifying Period on the start date of the relevant Assignment or following completion of the Qualifying Period during the relevant Assignment, and if the Agency Worker is entitled to any terms and conditions relating to the duration of working time, night work, rest periods and/or rest breaks under the Agency Workers Regulations which are different and preferential to rights and entitlements relating to the same under the Working Time Regulations, any such terms and conditions will be as set out in the relevant Assignment Details Form or any variation to the relevant Assignment Details Form (as appropriate).

4. AGENCY WORKER'S OBLIGATIONS

- 4.1. The Agency Worker is not obliged to accept any Assignment offered by the Employment Business but if the Agency Worker does accept an Assignment, during every Assignment and afterwards where appropriate, s/he will:
- 4.1.1. co-operate with the Hirer's reasonable instructions and accept the direction, supervision and control of any responsible person in the Hirer's organisation;
 - 4.1.2. observe any relevant rules and regulations of the Hirer's establishment (including normal hours of work) to which attention has been drawn or which the Agency Worker might reasonably be expected to ascertain;
 - 4.1.3. take all reasonable steps to safeguard his or her own health and safety and that of any other person who may be present or be affected by his or her actions on the Assignment and comply with the Health and Safety policies and procedures of the Hirer;
 - 4.1.4. not engage in any conduct detrimental to the interests of the Employment Business and/ or Hirer which includes any conduct which could bring the Employment Business and/or the Hirer into disrepute and/or which results in the loss of custom or business by either the Employment Business or the Hirer;
 - 4.1.5. not commit any act or omission constituting unlawful discrimination against or harassment of any member of the Employment Business' or the Hirer's staff;
 - 4.1.6. not at any time divulge to any person, nor use for his or her own or any other person's benefit, any Confidential Information relating to the Hirer's or the Employment Business' employees, business affairs, transactions or finances;
 - 4.1.7. on completion of the Assignment or at any time when requested by the Hirer or the Employment Business, return to the Hirer or where appropriate, to the Employment Business, any Hirer property or items provided to the Agency Worker in connection with or for the purpose of the Assignment, including, but not limited to any equipment, materials, documents, swipe cards or ID cards, uniforms, personal protective equipment or clothing.
- 4.2. If the Agency Worker accepts any Assignment offered by the Employment Business, as soon as possible prior to the commencement of each such Assignment and during each Assignment (as appropriate) and at any time at the Employment Business' request, the Agency Worker undertakes to:

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- 4.2.1. inform the Employment Business of any Calendar Weeks between 1 October 2011 and prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment in which the Agency Worker has worked in the same or a similar role with the relevant Hirer via any third party and which the Agency Worker believes count or may count toward the Qualifying Period;
- 4.2.2. provide the Employment Business with all the details of such work, including (without limitation) details of where, when and the period(s) during which such work was undertaken and any other details requested by the Employment Business; and
- 4.2.3. inform the Employment Business if, since 1 October 2011 s/he has prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment:
 - 4.2.3.1. completed two or more assignments with the Hirer;
 - 4.2.3.2. completed at least one assignment with the Hirer and one or more earlier assignments with any member of the Hirer's Group; and/or
 - 4.2.3.3. worked in more than two roles during an assignment with the Hirer and on at least two occasions worked in a role that was not the same role as the previous role.
- 4.3. If the Agency Worker is unable for any reason to attend work during the course of an Assignment s/he should inform the Employment Business within 1 hour of the commencement of the Assignment or shift. In the event that it is not possible to inform the Employment Business within these timescales, the Agency Worker should alternatively inform the Hirer and then the Employment Business as soon as possible.
- 4.4. If, either before or during the course of an Assignment, the Agency Worker becomes aware of any reason why s/he may not be suitable for an Assignment, s/he shall notify the Employment Business without delay.
- 4.5. The Agency Worker acknowledges that any breach of his/her obligations set out in this clause may cause the Employment Business to suffer loss and that the Employment Business reserves the right to recover such losses from the Agency Worker.

5. TIMESHEETS

- 5.1. At the end of each week of an Assignment (or at the end of the Assignment where it is for a period of 1 week or less or is completed before the end of a week) the Agency Worker shall deliver to the Employment Business a timesheet duly completed to indicate the number of hours worked during the preceding week (or such lesser period) and signed by an authorised representative of the Hirer.
- 5.2. Subject to clause 5.3 the Employment Business shall pay the Agency Worker for all hours worked regardless of whether the Employment Business has received payment from the Hirer for those hours.
- 5.3. Where the Agency Worker fails to submit a properly authenticated timesheet the Employment Business shall, in a timely fashion, conduct further investigations into the hours claimed by the Agency Worker and the reasons that the Hirer has refused to sign a timesheet in respect of those hours. This may delay any payment due to the Agency Worker. The Employment Business shall make no payment to the Agency Worker for hours not worked.

- 5.4. For the avoidance of doubt and for the purposes of the Working Time Regulations, the Agency Worker's working time shall only consist of those periods during which s/he is carrying out activities or duties for the Hirer as part of the Assignment. Time spent travelling to the Hirer's premises (apart from time spent travelling between two or more premises of the Hirer), lunch breaks and other rest breaks shall not count as part of the Agency Worker's working time for these purposes. This clause 5.4 is subject to any variation set out in the relevant Assignment Details Form or any variation to the relevant Assignment Details Form which the Employment Business may make for the purpose of compliance with the Agency Workers Regulations.

6. REMUNERATION

- 6.1. The Employment Business shall pay to the Agency Worker the Actual Rate of Pay unless and until the Agency Worker completes the Qualifying Period. The Actual Rate of Pay will be notified on a per Assignment basis and as set out in the relevant Assignment Details Form.

- 6.2. If the Agency Worker has completed the Qualifying Period on the start date of the relevant Assignment or following completion of the Qualifying Period during the relevant Assignment, the Employment Business shall pay to the Agency Worker:

6.2.1. the Actual QP Rate of Pay; and

6.2.2. the Emoluments (if any),

which will be notified on a per Assignment basis and as set out in the relevant Assignment Details Form or any variation to the relevant Assignment Details Form.

- 6.3. Subject to any statutory entitlement under the relevant legislation referred to in clauses 7 and 8 below and any other statutory entitlement, the Agency Worker is not entitled to receive payment from the Employment Business or the Hirer for time not spent on Assignment, whether in respect of holidays, illness or absence for any other reason unless otherwise agreed.

- 6.4. If the Agency Worker has completed the Qualifying Period on the start date of the relevant Assignment or following completion of the Qualifying Period during the relevant Assignment, the Agency Worker may be entitled to receive a bonus. The Agency Worker will comply with any requirements of the Employment Business and/or the Hirer relating to the assessment of the Agency Worker's performance for the purpose of determining whether or not the Agency Worker is entitled to a bonus and the amount of any such bonus. If, subject to satisfying the relevant assessment criteria, the Agency Worker is entitled to receive a bonus, the Employment Business will pay the bonus to the Agency Worker.

Optional clause

- 6.5. Where the Agency Worker holds a valid A1, E101 or E102 Certificate confirming coverage by a social security scheme in a Member State other than the UK, the Agency Worker must declare this to the Employment Business and produce the Certificate. In such cases the Employment Business shall not deduct Class 1 National Insurance Contributions from the Actual Rate of Pay or the Actual QP Rate of Pay (where applicable) but it shall be the responsibility of the Agency Worker to pay such social fee contributions as may be applicable in the Member State concerned. In the event that the Agency Worker fails to pay such contributions and the Employment Business is required to pay contributions either in the UK or the Member State concerned, the Agency Worker undertakes to indemnify the Employment Business and the Employment Business shall be entitled to deduct the amount paid in contributions from any sums owed to the Agency Worker.

7. ANNUAL LEAVE

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- 7.1. The Agency Worker is entitled to paid annual leave according to the statutory minimum as provided by the Working Time Regulations from time to time. The current statutory entitlement to paid annual leave under the Working Time Regulations is 5.6 weeks.
- 7.2. Entitlement to payment for leave under clause 7.1 accrues in proportion to the amount of time worked by the Agency Worker on Assignment during the Leave Year. []
- 7.3. Under the Agency Workers Regulations, on completion of the Qualifying Period the Agency Worker may be entitled to paid and/or unpaid annual leave in addition to the Agency Worker's entitlement to paid annual leave under the Working Time Regulations and in accordance with clauses 7.1 and 7.2. If this is the case, any such entitlement(s), the date from which any such entitlement(s) will commence and how payment for such entitlement(s) accrues will be as set out in the relevant Assignment Details Form or any variation to the relevant Assignment Details Form.
- 7.4. All entitlement to leave must be taken during the course of the Leave Year in which it accrues and, save as may be set out in the relevant Assignment Details Form or any variation to the relevant Assignment Details Form, none may be carried forward to the next year. The Agency Worker is responsible for ensuring that all paid annual leave is requested and taken within the Leave Year.
- 7.5. If the Agency Worker wishes to take paid leave during the course of an Assignment s/he should notify the Employment Business of the dates of his/her intended absence giving notice of at least twice the length of the period of leave that s/he wishes to take. In certain circumstances the Employment Business may require the Agency Worker to take paid annual leave at specific times or notify the Agency Worker of periods when paid annual leave cannot be taken. Where the Agency Worker has given notice of a request to take paid annual leave in accordance with this clause, the Employment Business may give counter-notice to the Agency Worker to postpone or reduce the amount of leave that the Agency Worker wishes to take. In such circumstances the Employment Business will inform the Agency Worker in writing giving at least the same length of notice as the period of leave that it wishes to postpone or reduce it by.
- 7.6. Subject to clause 7.3, the amount of payment which the Agency Worker will receive in respect of periods of annual leave taken during the course of an Assignment will be calculated in accordance with and paid in proportion to the number of hours which the Agency Worker has worked on Assignment. The remuneration will be calculated on the average hourly rate received over the previous 12 weeks work including overtime payments.
- 7.7. Subject to clause 7.3, in the course of any Assignment during the first Leave Year, the Agency Worker is entitled to request leave at the rate of one-twelfth of the Agency Worker's total holiday entitlement in each month of the leave year.

A: Save where this clause is amended by the Assignment Details Form, where a bank holiday or other public holiday falls during an Assignment and the Agency Worker does not work on that day, then subject to the Agency Worker having accrued entitlement to payment for leave in accordance with clause 7.2 or clause 7.3 (if applicable), that day shall count as part of the Agency Worker's paid annual leave entitlement.

Where this contract is terminated by either party, the Agency Worker shall be entitled to a payment in lieu of any untaken leave where the amount of leave taken is less than the amount accrued in accordance with clause 7 at the date of termination.

8. SICKNESS ABSENCE

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- 8.1. The Agency Worker may be eligible for Statutory Sick Pay provided that s/he meets the relevant statutory criteria.
- 8.2. The Agency Worker is required to provide the Employment Business with evidence of incapacity to work which may be by way of a self-certificate for the first 7 days of incapacity and a doctor's certificate thereafter.
- 8.3. For the purposes of the Statutory Sick Pay scheme there is one qualifying day per week during the course of an Assignment and that qualifying day shall be the Wednesday in every week.
- 8.4. In the event that the Agency Worker submits a Statement of Fitness for Work ("**the Statement**") or similar medical evidence, which indicates that the Agency Worker may, subject to certain conditions, be fit to work/return to work, the Employment Business will in its absolute discretion determine whether the Agency Worker will be (a) placed in a new Assignment or (b) permitted to continue in an ongoing Assignment. In making such determination the Employment Business may consult with the Hirer and the Agency Worker as appropriate to assess whether the conditions identified in the Statement or similar documentation can be satisfied for the duration of the Assignment.
- 8.5. Where clause 8.4 applies, the Agency Worker's placement in a new Assignment or continuation in an ongoing Assignment may be subject to the Agency Worker agreeing to a variation of the Terms or the assignment details set out in the Assignment Details Form to accommodate any conditions identified in the Statement or other similar medical evidence as is appropriate.

9. TERMINATION

- 9.1. Any of the Employment Business, the Agency Worker or the Hirer may terminate the Agency Worker's Assignment at any time without prior notice or liability.
- 9.2. The Agency Worker acknowledges that the continuation of an Assignment is subject to and conditioned by the continuation of the contract entered into between the Employment Business and the Hirer. In the event that the contract between the Employment Business and the Hirer is terminated for any reason the Assignment shall cease with immediate effect without liability to the Agency Worker (save for payment for hours worked by the Agency Worker up to the date of termination of the Assignment).
- 9.3. If the Agency Worker does not inform the Hirer or the Employment Business that they are unable to attend work during the course of an Assignment (as required in clause 4.3) this will be treated as termination of the Assignment by the Agency Worker in accordance with clause 9.1, unless the Agency Worker can show that exceptional circumstances prevented him or her from complying with clause 4.3.
- 9.4. If the Agency Worker is absent during the course of an Assignment and the Assignment has not been otherwise terminated under clauses 9.1 or 9.3 above the Employment Business will be entitled to terminate the Assignment in accordance with clause 9.1 if the work to which the Agency Worker was assigned is no longer available.
- 9.5. If the Agency Worker does not report to the Employment Business to notify his/her availability for work for a period of [3] weeks, the Employment Business will forward his/her P45 to his/her last known address.

10. INTELLECTUAL PROPERTY RIGHTS

The Agency Worker acknowledges that all copyright, trademarks, patents and other intellectual property rights deriving from services carried out by him/her for the Hirer during the Assignment shall belong to the Hirer. Accordingly the Agency Worker shall execute all such documents and do all such acts as the Employment Business shall from time to time require in order to give effect to its rights pursuant to this clause.

11. CONFIDENTIALITY

11.1. In order to protect the confidentiality and trade secrets of any Hirer and the Employment Business and without prejudice to every other duty to keep secret all information given to it or gained in confidence the Agency Worker agrees as follows:

11.1.1. not at any time, whether during or after an Assignment (unless expressly so authorised by the Hirer or the Employment Business as a necessary part of the performance of its duties) to disclose to any person or to make use of any of the trade secrets or the Confidential Information of the Hirer or the Employment Business with the exception of information already in the public domain;

11.1.2. to deliver up to the Hirer or the Employment Business (as directed) at the end of each Assignment all documents and other materials belonging to the Hirer (and all copies) which are in its possession including documents and other materials created by him/her during the course of the Assignment; and

11.1.3. not at any time to make any copy, abstract, summary or précis of the whole or any part of any document or other material belonging to the Hirer except when required to do so in the course of its duties under an Assignment in which event any such item shall belong to the Hirer or the Employment Business as appropriate.

12. DATA PROTECTION

12.1. The Agency Worker warrants that in relation to these Terms, s/he shall comply strictly with all provisions applicable to him/her under the Data Protection Laws and shall not do or permit to be done anything which might cause the Employment Business or the Hirer to breach any Data Protection Laws.

12.2. The Agency Worker consents to the Employment Business, any other intermediary involved in supplying the services of the Agency Worker to the Hirer (now or in the future), and the Hirer:

12.2.1. processing his/her personal data for purposes connected with the performance of the Assignment and pursuant to these Terms; and

12.2.2. exporting and/or processing his/her personal data in jurisdictions outside the European Economic Area for purposes connected with the performance of these Terms.

13. SEVERABILITY

If any of the provisions of these Terms shall be determined by any competent authority to be unenforceable to any extent, such provision shall, to that extent, be severed from the remaining Terms, which shall continue to be valid to the fullest extent permitted by applicable laws.

14. NOTICES

All notices which are required to be given in accordance with these Terms shall be in writing and may be delivered personally or by first class prepaid post to the registered office of the party upon whom the notice is to be served or any other address that the party has notified the

other party in writing, by email or facsimile transmission. Any such notice shall be deemed to have been served: if by hand when delivered; if by first class post 48 hours following posting; and if by email or facsimile transmission, when that email or facsimile is sent.

15. GOVERNING LAW AND JURISDICTION

These Terms are governed by the law of [*England & Wales/Scotland/ Northern Ireland*] and are subject to the exclusive jurisdiction of the Courts of [*England & Wales/ Northern Ireland*].

Paternity Leave Policy:

1 Introduction

- 1.1 This document sets out the Company's policy on paternity leave following the birth or placement for adoption of a child. Certain other persons may also be entitled to paternity leave and pay, namely (a) foster parents who have children placed with them with a view to adoption, and (b) those who have entered a surrogacy arrangement with a woman, and have been granted, or intend to apply for, a parental order in relation to the child that she bears — please contact a *Company Director* for further details.
- 1.2 This policy applies to all employees, including agency workers engaged under contracts of employment who are supplied to work for the Company's clients. This policy does not apply to agency workers who are not employed by the Company under contracts of employment. Furthermore this policy does not apply to self-employed consultants or contractors.
- 1.3 This policy is not an exhaustive explanation of the law or rules relating to paternity leave and pay. It does not form part of your contract of employment. The Company may alter the terms of this policy from time to time and details of any alterations or additions will be notified to you. If you have any queries which are not answered by the information in the policy, or if you have any other questions about the policy or your own situation, please contact a *Company Director*.
- 1.4 The policy may apply to a man or a woman. The references to a child include, where there has been a multiple birth (eg, twins), or more than one child is placed as a result of the same adoption arrangement, children. However, in cases involving multiple birth or more than one child placed for adoption, you are entitled to the same amount of leave as if only one child were involved.
- 1.5 The length of your paternity leave, if you are eligible, is up to two weeks.
- 1.6 The rules as to eligibility for leave and the notice that must be given to the Company are different in the cases of birth and adoption. This policy sets out the different eligibility criteria and notice rules for paternity leave in each case; see paragraphs 2 and 3 for births, or paragraphs 4 and 5 for adoption. Rules regarding the extent of the leave entitlement and when the leave must be taken are set out at paragraph 6. Rules regarding paternity pay are set out at paragraph 7.
- 1.7 You will not be subjected to any detriment because you have taken, or sought to take, paternity leave.
- 1.8 Before birth or placement for adoption, you may also be entitled to take unpaid time off work to accompany the mother of the child to antenatal appointments, or to accompany the other parent involved in the adoption placement to adoption appointments; please refer instead to the Company's Antenatal Appointments Policy (expectant mothers or companions) or

Adoption Appointments Policy (adopters and adopters' partners) in this regard, as such rights are not covered in this Paternity Leave Policy.

2 Eligibility to take paternity leave in the case of a birth

- 2.1 If you are an employee of the Company, you are entitled to take paternity leave for the purpose of caring for a child, or supporting the child's mother, provided:
- 2.1.1 as at the 15th week before the expected week of the birth of the child, you have at least 26 weeks' continuous employment with the Company;
 - 2.1.2 you are either the father of the child and have or expect to have responsibility for bringing up the child, or you are not the child's father but you are married to, or are the civil partner or the partner of, the child's mother and you have or expect to have the main responsibility (apart from the mother) for bringing up the child;
 - 2.1.3 you have not already taken any shared parental leave in respect of the child; and
 - 2.1.4 you give the notice set out at paragraph 3.1 below and satisfy any requirements imposed under paragraph 3.2 below.
- 2.2 If your child is born more than 14 weeks early, you will still be treated as having satisfied the continuous service requirement (above) on the birth date, if you would have had 26 weeks' continuous service by the 14th week before the week in which the child's birth was expected.
- 2.3 Paternity leave is still available where a child is stillborn after 24 weeks of pregnancy, or dies.

3 Notification requirements for paternity leave in the case of a birth

- 3.1 You must give *a Company Director* written notice of your intention to take paternity leave by the end of the 15th week before the expected week of the child's birth. If this is not reasonably practicable, you must give the notice as soon as it is reasonably practicable. You must specify:
- 3.1.1 the expected week of the child's birth;
 - 3.1.2 the length of period of paternity leave that you have chosen to take (ie, one week or two weeks); and
 - 3.1.3 the date you have chosen for your leave to start.
- 3.2 If] / *a Company Director* requests it, you may also be required to provide a signed declaration that you satisfy the eligibility requirements for paternity leave and that the purpose of your absence will be to care for the child or support the child's mother. In such a case, you will receive a form which you will be required to sign and return to *a Company Director*.
- 3.3 If, after providing your written notice, you change your mind as to the start date for your leave you must inform *a Company Director* in writing at least 28 days before the new date your leave will start or, if this is not reasonably practicable, as soon as it is reasonably practicable.
- 3.4 If you do not provide the requisite notice or, where applicable, notice of variation, you may not be entitled to take paternity leave.
- 3.5 You must inform *a Company Director*, in writing, as soon as reasonably practicable, of the date the child was born.

- 3.6 If you wish to claim statutory paternity pay, you also need to follow the notice requirements for statutory paternity pay set out in paragraph 7, in addition to those set out here. However, all the required information and declarations for both paternity leave and statutory paternity pay may be provided to the Company in the same notice at the same time, using the form from a *Company Director*.

4 Eligibility to take paternity leave in the case of adoption

- 4.1 An employee intending to adopt a child under 18 may be eligible to take different kinds of statutory leave following on from the placement of the child:
- 4.1.1 ordinary adoption leave;
 - 4.1.2 additional adoption leave where the child is placed for adoption before 6 April 2015;
 - 4.1.3 paternity leave; and
 - 4.1.4 shared parental leave.
- 4.2 However, one adopting parent may not take all three types of leave. Where both parents are adopting the child, one parent may take the ordinary (and additional adoption leave where applicable), while the other parent may initially take paternity leave, provided all the other qualifying conditions are met. Both parents may take shared parental leave, if they qualify for it, in substitution for some part of the adoption leave entitlement.
- 4.3 Where there are two adopting parents, they must choose which one will take adoption leave, and which will take paternity leave. Paternity leave is not available where only one person is adopting a child on his or her own (ie with no involvement of a spouse or partner in caring for the child); such persons may only take adoption leave.
- 4.4 The parent who will be taking adoption leave in relation to the child (as opposed to paternity leave) will be referred to from here onwards in this policy as 'the adopter'.
- 4.5 You may take paternity leave to take care of a child or support the adopter, whether you are a man or a woman, whether you adopt as a couple or only your spouse or partner is adopting, provided you are not the adopter, ie provided you have not elected to take adoption leave.
- 4.6 If you are an employee of the Company, you are entitled to take paternity leave for the purpose of caring for a child, or supporting the adopter, provided:
- 4.6.1 you have, or expect to have, the main responsibility for the child's upbringing (apart from the responsibility of the adopter);
 - 4.6.2 you are either married to, the civil partner or the partner of the adopter;
 - 4.6.3 you have 26 weeks' continuous employment ending with the week in which the adopter is notified of having been matched with the child;
 - 4.6.4 you have not already taken any shared parental leave in respect of the child;
 - 4.6.5 you have not already exercised a right to take paid time off to attend (on a date before the child is placed for adoption) an adoption appointment in relation to the same child;

4.6.6 you have not already previously taken paternity leave in relation to the same child as a result of the child being placed with a prospective adopter who was at the time of the placement your spouse, civil partner or partner; and

4.6.7 you satisfy the notice requirements at paragraph 5.1 and the declaration requirements at paragraph 5.2.

5 Notification requirements for paternity leave in the case of adoption

5.1 You must give *a Company Director* notice in writing of your intention to take paternity leave no later than 7 days after being notified of the adopter having been matched with the child, or, if this is not reasonably practicable, as soon as it is reasonably practicable. The notice must specify:

5.1.1 the date on which the adopter was notified of having been matched with the child;

5.1.2 the date on which the child is expected to be placed with the adopter;

5.1.3 the length of paternity leave you have chosen to take (one week or two); and

5.1.4 the date you have chosen for your leave to start.

5.2 You may also be required, if *a Company Director* requests it, to provide a signed declaration that you satisfy the eligibility requirements for paternity leave (set out in paragraph 4.6 of this policy) and that the purpose of your absence will be to care for the child or support the child's adopter. In such a case, you will receive a form which you will be required to sign and return to *a Company Director*.

5.3 If, after providing this notice, you change your mind as to the start date for your leave, you must provide at least 28 days' written notice of this change or, if this is not reasonably practicable, as soon as it is reasonably practicable. You must also inform the *a Company Director* in writing of the placement date as soon as reasonably practicable after the date the child is actually placed.

5.4 If you do not provide the requisite notice or, where applicable, notice of variation, you may not be entitled to take paternity leave.

5.5 You must inform *a Company Director*, in writing, as soon as reasonably practicable after the child's placement, of the date on which the child was placed.

5.6 If you wish to claim statutory paternity pay, you also need to follow the notice requirements for statutory paternity pay set out in paragraph 7, in addition to those set out here. However, all the required information and declarations for both paternity leave and statutory paternity pay may be provided to the Company in the same notice at the same time, using the form from *a Company Director*.

6 Extent of paternity leave entitlement

6.1 You are entitled to take up to two weeks' paternity leave. This must be taken either as a single block of one week or as two consecutive weeks. In the case of a multiple birth (eg twins), or where more than one child is placed as a result of the same adoption arrangement, you are entitled to the same amount of leave as if only one child were involved. You cannot take the leave as 'odd' days unless agreed in advance with *a Company Director*. This period of leave is paid, subject to the eligibility requirements for statutory paternity pay set out in paragraph 7.

- 6.2 Your leave period will be calculated on a 'rolling week' basis. This means that if you start your leave on, for example, a Tuesday, the leave period will run to the end of the following Monday (if you choose a single-week block) or the end of the Monday after that (if you choose a consecutive two-week period).
- 6.3 The leave of either one week or two weeks must be taken within a period of 56 days beginning with:
- 6.3.1 the child's birth date, in the case of a birth; or
- 6.3.2 the date the child is placed with the adopter, in the case of adoption.
- 6.4 If your child is born early, ie before the first day of the expected week of birth, you may take the leave between the date your child is born and 56 days after the first day of the expected week of birth.

7 Statutory Paternity Pay (SPP)

- 7.1 You will be entitled to statutory paternity pay (SPP) for the period of paternity leave you take, provided:
- 7.1.1 you satisfy the conditions relating to continuous employment specified in paragraph 2.1.1 in the case of a birth, or paragraph 4.6.3 in the case of adoption; and
- 7.1.2 having satisfied those conditions relating to continuous employment, you remain in the Company's employment until the day on which the child is born or placed for adoption;
- 7.1.3 you satisfy the conditions as to relationship with the child (including the requisite responsibility for its upbringing), and relationship with the mother or the adopter, specified in paragraph 2.1.2 in the case of a birth, or paragraphs 4.6.1 and 4.6.2 in the case of adoption;
- 7.1.4 your normal weekly earnings are not less than the lower earnings limit applying to National Insurance contributions; and
- 7.1.5 in the case of adoption, where you are a person with whom the child is being placed for adoption, you have elected to receive statutory paternity pay rather than statutory adoption pay (ie elected not to be 'the adopter').
- 7.2 SPP is payable for a maximum of two weeks if you take paternity leave. The rate of SPP will be the lower of either a fixed statutory rate (which is the same as the rate for statutory maternity pay) or 90% of your average weekly earnings. It will be paid into your bank account on your normal pay days, subject to the usual deductions for tax, national insurance contributions and pension contributions.
- 7.3 To claim SPP during paternity leave, you must give notice in writing to *a Company Director* in or before the 15th week before the expected week of the child's birth in the case of a birth, or no more than 7 days after the date on which the adopter is notified of having been matched with the child in the case of adoption. You should submit this notice on the relevant notice form which may be obtained from *Company Director*, who will be able to advise you on how to claim SPP. If it is not reasonably practicable for you to give this notice in time, you must do so as soon as it is reasonably practicable. If you do not complete and return the relevant form, the Company may not be able to pay you SPP. The notice you submit must:

7.3.1 provide the following information:

- (a) the name of the person claiming statutory paternity pay;
- (b) in the case of a birth, the expected week of the child's birth and, where the birth has already occurred, the date of birth;
- (c) in the case of adoption, the date on which the child is expected to be placed for adoption or, where the child has already been placed for adoption, the date of placement;
- (d) the date from which it is expected that the liability to pay statutory paternity pay will begin;
- (e) whether the period chosen in respect of which statutory paternity pay is to be payable is a week or two weeks;
- (f) In the case of adoption, the date the adopter was notified that he or she had been matched with the child; and

7.3.2 Include a declaration that:

- (a) You satisfy the conditions as to relationship with the child, and relationship with the mother or the adopter, specified in paragraph 7.1.3;
- (b) During your period of paternity leave, it will be your purpose to care for the child, or to support the child's mother or the adopter; and
- (c) In the case of an adoption, that you have elected to receive statutory paternity pay, and not statutory adoption pay.

7.4 The information and declaration required in this notice is in addition to the information that must be given in the notice you are required to give of your intention to take paternity leave under paragraph 3 (birth) or 5 (adoption) of this policy. However, all the required information and declarations for both paternity leave and statutory paternity pay may be provided to the Company in the same notice at the same time, using the form from *the Human Resources department/ your manager/ a Company Director*]

7.5 In the case of a birth, you must also inform the Company of the date the child is born as soon as reasonably practicable after the birth. In the case of an adoption, you must also inform the Company of the date of the child's placement as soon as is reasonably practicable after it occurs.

8 Rights during paternity leave

8.1 During paternity leave periods you will continue to be entitled to the benefit of all of the terms and conditions of your employment except those relating to remuneration, ie salary/wages. Eligibility for statutory paternity pay is set out at paragraph 7 of this policy.

8.2 All other employment terms and conditions apart from your salary continue during paternity leave.

8.3 During the paternity leave period you will continue to be bound by those duties arising under your contract of employment which are not inconsistent with being absent from work on paternity leave (eg, your duties of confidentiality and good faith will still apply and you will have to give notice if you wish to resign).

9 Holidays

- 9.1 During your period of absence on paternity leave you will continue to accrue your statutory and contractual holiday entitlement in the usual way.

10 The right to return after paternity leave

- 10.1 If your paternity leave was not part of a longer overall period of continuous leave, you are entitled to return to work in the same position as you held before commencing leave. The Company will attempt to supply employed agency workers into the same assignment they were working in before commencing the leave, however this is subject to the assignment still being available. Your terms and conditions of employment will be no less favourable than they would have been if you had not been absent on paternity leave. This also applies where you take paternity leave immediately after another period of leave, consisting of one or more continuous periods of other types of family leave (which may have been taken in relation to the same child or in relation to a different child or different children), without returning to work in between, provided that the overall period of continuous leave:

10.1.1 Does not include any period of parental leave of more than four weeks; and

10.1.2 does not include any period of family leave taken in relation to a particular child which, when added to any other periods of family leave taken in relation to that particular child (excluding any periods of parental leave taken in relation to that child) means that the total amount of family leave taken in relation to that child is more than 26 weeks.

- 10.2 If your paternity leave immediately follows another type of leave and the conditions in paragraphs 10.1.1 and/or 10.1.2 are not satisfied, you will be entitled to return to work in the same position unless that is not reasonably practicable. If it is not reasonably practicable, you will be entitled instead to return to another suitable and appropriate job, on terms and conditions that are no less favourable.

- 10.3 If you wish to change your working patterns (such as working part time or changing your place of work) after any period of paternity leave, you should notify the Company in writing of your wish to do so. There is no absolute right to insist on working part time, but the Company will try to accommodate your wishes unless there is a justifiable reason for refusal, bearing in mind the needs of the business or (in the event of the employed agency workers) the client's business. It is helpful if requests are made as early as possible.

- 10.4 If you are unable to return to work at the end of your paternity leave due to sickness or injury, this will be treated as sickness absence and the Company's usual sickness policy will apply.

11 Combining paternity leave and parental leave

- 11.1 Your right to take unpaid parental leave is not affected by your right to paternity leave. If you satisfy the conditions for each right, then you may take a combination of parental leave and paternity leave. However the length of parental leave you take may affect the job you can return to, so please contact a *Company Director* if you wish to combine different types of leave.

Maternity Leave Policy:

1 Introduction

- 1.1 This maternity policy sets out the rights and responsibilities of employees who are pregnant or have recently given birth.

- 1.2 This policy applies to all employees, including agency workers engaged under contracts of employment who are supplied to work for the Company's clients. This policy does not apply to agency workers who are not employed by the Company under contracts of employment. Furthermore this policy does not apply to self-employed consultants or contractors.
- 1.3 This policy is for guidance only and does not form part of your contract of employment. The Company may alter the terms of this policy from time to time and details of any alterations or additions will be notified to you. This policy covers the rights employees are given by law but is intended to be a summary only and not a complete statement of your rights. Please contact a *Company Director* if you have any queries about your entitlement.
- 1.4 In this policy [references to the Company includes all group companies where appropriate and] references to EWC are to your expected week of childbirth, meaning the week (starting on a Sunday) in which your doctor or midwife expects you to give birth.

2 Notifying the Company of the date you intend to start maternity leave

- 2.1 No later than the end of the 15th week before your EWC or, if that is not reasonably practicable, as soon as is reasonably practicable afterwards, you must notify the Company in writing of:
- 2.1.1 the fact that you are pregnant;
 - 2.1.2 your EWC; and
 - 2.1.3 The date on which you would like your maternity leave to start (your Planned Start Date). You can choose when you would like your maternity leave to start provided that your Planned Start Date is no earlier than the beginning of the 11th week before your EWC.
- 2.2 You must also provide the Company with a certificate from your doctor or midwife confirming your EWC (a MAT B1 form).

3 Time off for ante-natal care

- 3.1 Pregnant employees are entitled to take paid time off work for ante-natal care where the ante-natal care is recommended by your doctor, midwife or health visitor. Ante-natal care is not necessarily restricted to medical appointments, and may include relaxation or parenting classes provided that your doctor, midwife or health visitor has advised you to attend such classes.
- 3.2 You should inform the Company as soon as possible of the time and date of any appointment and, except for the first appointment, provide proof of the appointment if asked to do so. You should also provide a certificate of pregnancy from your doctor/midwife if you have not already done so (see paragraph 2 above). If you are an agency worker you may be required to provide this to the client on whose site you are working at that time. Please try to arrange the times of your appointments at the beginning or end of the working day and in consultation with your [*manager/supervisor*] if possible. Agency workers should seek to arrange appointments when not working on an assignment if possible

4 Pregnancy-related sickness absence

- 4.1 You will be paid for any periods of pregnancy-related sickness absence in the same manner as applies for any other type of sickness absence, as set out in [*the Company's Sickness Absence Policy/ your Contract of Employment*].
- 4.2 If however you are absent from work for a pregnancy-related reason at any time during the 4 weeks immediately before your EWC, your maternity leave will start automatically, as set out in paragraph 7 below.

5 Health and safety

- 5.1 The Company has a general duty to take care of your health and safety. Where required by law to do so, we will carry out a risk assessment of your working environment once you inform us of your pregnancy. We may also carry out a risk assessment if you return to work within 6 months of giving birth or are still breastfeeding, or otherwise on your return to work following maternity leave. If you are an agency worker working on assignment on a client site, this risk assessment may be carried out by or in conjunction with the client who has control of that site.
- 5.2 Following the risk assessment, you will be informed of any risks that we have identified in the risk assessment and any preventive and protective measures that we have taken or intend to take to combat these risks. If the Company considers that you or your baby would be exposed to health hazards in carrying out your normal work, the Company will take all reasonable steps to avoid such risks (for as long as may be necessary). This may include measures such as altering your hours of work; offering you suitable alternative work (on terms and conditions that are the same or not substantially less favourable); or, where there is no other practicable way to avoid the risks, you may be suspended from your duties on full pay unless you have unreasonably refused suitable alternative work.

6 Length of maternity leave

- 6.1 All pregnant employees are entitled to up to 52 weeks' maternity leave, comprising 26 weeks' ordinary maternity leave (OML) plus 26 weeks' additional maternity leave (AML), which must be taken immediately following OML.
- 6.2 Pregnant employees must take at least 2 weeks' (4 weeks' for certain factory roles) maternity leave (compulsory maternity leave) starting on the day their baby is born.

7 Starting maternity leave

- 7.1 Your maternity leave can start at any time from the beginning of the 11th week before your EWC. You must notify the Company of your Planned Start Date as set out in paragraph 2 above.
- 7.2 If you give birth before your Planned Start Date, or are absent for a pregnancy-related reason during the 4 weeks immediately prior to your EWC, you must inform the Company in writing as soon as is reasonably practicable and notify the Company of the date on which you gave birth or the date on which your pregnancy-related absence began.
- 7.3 Your maternity leave will start on the earliest of:
- 7.3.1 your Planned Start Date; or
 - 7.3.2 if you are absent from work for a pregnancy-related reason during the 4 weeks immediately before your EWC, the day after your first day of absence; or
 - 7.3.3 the day after you give birth.
- 7.4 You may change your Planned Start Date by informing the Company in writing at least 28 days before the original start date or the new date, whichever is the earlier, or, if that is not reasonably practicable, as soon as is reasonably practicable.

8 Maternity pay

- 8.1 Statutory maternity pay (SMP) is payable for up to 39 weeks of maternity leave. If you decide to return to work prior to the expiry of the 39-week period you will stop receiving SMP on your return to work and you will have no further entitlement to SMP but see Keeping in Touch Days (below).
- 8.2 You will be entitled to SMP if:
- 8.2.1 you have been continuously employed for at least 26 weeks before the 15th week before your EWC (your Qualifying Week) and are still employed by the Company during your Qualifying Week;
 - 8.2.2 you give at least 28 days' notice in writing (or, if that is not reasonably practicable, as much notice as is reasonably practicable) of when you intend SMP to start;
 - 8.2.3 you have provided the Company with a doctor's or midwife's certificate (Form MATB1) confirming your EWC (see paragraph 2);
 - 8.2.4 your average weekly earnings during the 8 weeks ending with the Qualifying Week (the Relevant Period) are not less than the lower earnings limit for Class 1 national insurance contributions (information on the lower earnings limit can be obtained from the websites of HMRC and/or the Department for Business, Innovation and Skills); and
 - 8.2.5 you are still pregnant 11 weeks before the start of the EWC or have already given birth and are absent due to maternity leave.
- 8.3 The rate of SMP that is payable is calculated as follows:
- 8.3.1 during the first 6 weeks, SMP is paid at a rate of 90% of your average weekly earnings calculated over the Relevant Period (this is referred to as higher rate SMP);
 - 8.3.2 during the remaining 33 weeks, SMP is paid at a fixed rate, set by the government each tax year, known as lower rate SMP. If the amount of your higher rate SMP is lower than your lower rate SMP because you are a lower earner, you will receive higher rate SMP in this period.
- 8.4 SMP payments will be made on the normal pay date through payroll. Income tax, national insurance and pension contributions will be deducted as appropriate.
- 8.5 If the Company awards a pay rise between the beginning of the Relevant Period and the end of your maternity leave, and you would be entitled to benefit from this pay rise if you were not on maternity leave, you will be treated for SMP purposes as if the pay rise had applied throughout the Relevant Period. In such cases, the Company will recalculate your SMP taking into account the impact of the pay rise. This may result in your SMP being increased retrospectively, or it may mean that you will qualify for SMP if you did not qualify previously because your earnings did not meet the lower earnings limit. Where appropriate, the Company will pay you a lump sum to make up the difference between any SMP already paid and the amount payable by virtue of the pay rise. Any future SMP payments at the higher rate (if any) will also be increased as necessary. For employed agency workers the applicable pay rate during the Relevant Period will be used to calculate your SMP payment.
- 8.6 If you do not qualify for SMP, you may be entitled to maternity allowance (MA). MA is paid directly by Jobcentre Plus for up to 39 weeks. If you wish to claim MA, for further information go to the GOV.UK website or contact Jobcentre Plus.

9 Terms and conditions during maternity leave

- 9.1 During both OML and AML you will continue to receive all of your contractual benefits as set out in your contract of employment (with the exception of any sums payable by way of remuneration (wages or salary)).

9.2 In particular:

9.2.1 holiday entitlement under your contract will continue to accrue (see paragraph 10 below); and

9.2.2 Pension benefits will continue as set out in paragraph 11 below.

9.3 During OML and AML you will be expected to continue to comply with the terms of your contract of employment, for example your duties as to confidentiality and the duty of fidelity.

10 Annual leave

10.1 You will continue to accrue annual leave during OML and AML at the rate specified in your contract of employment.

10.2 You should seek to take all of your annual leave entitlement during the holiday year and you will not normally be permitted to carry over annual leave from one holiday year to the next. In the event that you are unable to take all of your statutory holiday entitlement within the relevant leave year because of your maternity leave you may be permitted take this leave in the following leave year.

11 Pensions

11.1 *(For a defined contribution pension scheme:)*

During OML and any paid AML, the Company will continue to make any employer contributions to the pension scheme that it usually makes, based on what your earnings would have been if you had not been on maternity leave. Any member contributions you make will be calculated by reference to the amount of actual pay you are receiving and you may wish to increase these contributions to make good any shortfall whilst you are in receipt of less than your usual salary.

Unless the pension scheme rules or your employment contract provide otherwise, any period of unpaid maternity leave, which follows a period of paid maternity leave, will not count as pensionable service and the Company will not make contributions during this time. Subject to the pension scheme rules, you may make member contributions during this time.

12 Keeping in touch

- 12.1 Shortly before your maternity leave starts, the Company will discuss with you the arrangements for covering your work and the opportunities for you to remain in contact during your leave. The Company may make reasonable contact with you from time to time during your maternity leave.
- 12.2 You are permitted to work (including attendance at training sessions) for up to 10 days during maternity leave without bringing your maternity leave or SMP entitlement to an end. These are referred to as 'Keeping in Touch' or 'KIT' days. The arrangements for any keeping in Touch days (including any payment for these days) will be agreed between you and the Company, for employed agency workers these arrangements will be subject to the client's agreement. You are not obliged to work any keeping in Touch days nor to attend work for any reason during your maternity leave. For health and safety reasons you are not permitted to work at all in the 2 weeks following the birth (compulsory maternity leave).
- 12.3 Shortly before you are due to return to work, the Company may invite you to have a discussion (whether in person or by telephone) about the arrangements for your return to work. This may include updating you on any changes that may have occurred, discussing any necessary training and discussing any changes to working arrangements.

13 Confirmation of return to work date

- 13.1 Once you have notified the Company of your Planned Start Date, the Company will write to you within 28 days to inform you of the date on which you will be expected to return to work if you take your full entitlement to maternity leave (your Expected Return Date).
- 13.2 If you change your Planned Start Date, the Company will write to you within 28 days of the start of your maternity leave with your new Expected Return Date. If your maternity leave starts early because of pregnancy-related absence or early birth, the Company will write to confirm your new Expected Return Date within 28 days of receipt your notification to the Company.
- 13.3 If you wish to return to work earlier than your Expected Return Date, you must give the Company not less than 8 weeks' notice of the date upon you wish to return. If insufficient notice is given, your return date may be postponed until 8 weeks after you give notice
- 13.4 Your maternity leave cannot last longer than 52 weeks. If you wish to return later than your Expected Return Date, you should either request unpaid parental leave, giving no less than 21 days' notice, or request paid annual leave in accordance with your contract of employment. If you are unable to return to work due to sickness or injury, this will be treated as sickness absence and the Company's usual sickness policy will apply. In any other case, late return without good cause will be treated as unauthorised absence.

14 Returning to work

- 14.1 You are not permitted to work during the compulsory maternity leave period.
- 14.2 If you return after OML, you will be entitled to return to work in the same role that you occupied before commencing maternity leave. Your terms and conditions of employment will be the same as they would have been had you not been absent on maternity leave. If you have taken any period of AML, you have the right to return to the same role but if it is not reasonably practicable for the Company to allow you to return to the same role, you may be given another suitable and appropriate job on terms and conditions that are not less favourable. Where an employed agency worker is returning from OML or AML, the Company will attempt to supply you back into the same assignment you were working in before commencing maternity leave; however this is subject to the assignment still being available.

- 14.3 If you wish to change your working patterns (such as working part-time) or your place of work after any period of maternity leave, you should notify the Company in writing of your wish to do so. Please note that you have no absolute right to insist on working part-time, however the Company will take reasonable steps to accommodate your wishes unless there is a justifiable reason for refusal, bearing in mind the needs of the Company's business or (in the event of employed agency workers) the client's business. It is helpful if requests are made as early as possible and in good time to allow the Company to consider your request in time for the period from which you would like the changes to take effect.
- 14.4 If you wish to add on a period of parental leave of up to 4 weeks after OML, you are treated as if returning after OML. If you add on more than 4 weeks' parental leave after OML, you are treated as returning from AML. If you take parental leave immediately after AML you are treated as returning after AML.
- 14.5 If you are made redundant during maternity leave, you are entitled to be offered a suitable alternative vacancy if there is one.

15 Deciding not to return

- 15.1 You are encouraged to notify the Company as soon as possible if you have decided not to return to work following maternity leave. If you decide not to return, you should give notice of resignation to the Company in accordance with your contract of employment. When you give notice to the Company you should ensure that you have sufficient maternity leave left to run (i.e. at least equal to your contractual notice period) otherwise you might be required to return to work for the remainder of the notice period.
- 15.2 If you qualify (see paragraph 8), you are entitled to continue to receive SMP regardless of whether or not you intend to return to work.

Signed _____

Signed by the Agency

Date :