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ETHICAL TRADING POLICY (ETH024-2)

SUMMARY STATEMENT

At ethero Ltd we believe strongly in ethical principles and good stewardship.

We are therefore proud to guarantee that we trade according to the following Ethical Trading Criteria:

1. All employment is freely chosen
2. Working conditions are safe and hygienic.
3. Child labour is not used.
4. Wages are fair and comparable to industry standard and will always exceed the minimum wage.
5. Deductions from wages as a disciplinary measure shall not be permitted.
6. Working hours are not excessive.
7. No discrimination is practised.
8. Regular employment is provided for those who are employed on a permanent contract.
9. No harsh, cruel or degrading treatment or practices are allowed.
10. No bribery, corruption, blackmailing or bullying is permitted.
11. Third Party Suppliers and buyers are both free to sell and buy from any number of other businesses. No restrictions, as a way of guaranteeing business, are allowed.

We also ask all our suppliers to affirm in writing to us that their businesses are also built on these ethical criteria. We have developed a full policy statement outlining how we expect our practice to develop in order to be able to offer strong guarantees to our customers that the services they receive from us have been ethically designed, managed and implemented.

FULL ETHICAL TRADE POLICY STATEMENT

1. Policy Statement

ethero Ltd. recognises that our commercial activities have potential to impact on our suppliers and our locality.

As a socially responsible small business our suppliers, local community and customers have a right to expect:

- Products sourced by ethero Ltd. are produced under working conditions that are hygienic and safe.
- All workers involved in the delivery of services provided by ethero Ltd are treated with full consideration to their basic human rights.
- ethero Ltd. acts in an ethical manner above and beyond basic legal requirements.
- ethero Ltd. is therefore committed to implementing the principles of the Ethical Trading Initiative Base Code (although we are not members of the ETI).
- This policy sets out ethero Ltd commitment to its suppliers and customer's; setting out the measures we are taking to ensure that we are acting in an ethical manner.

2. ethero Ltd. Commitment to its suppliers, service providers and customers:

ethero Ltd. recognises that our ethical and social performance and reputation is a part of our overall commercial success.

Employees

ethero Ltd. is committed to ensuring that our employment practices and the enforcement of corporate regulations ensure the protection of the rights of all those who work for us. In many areas we aim to operate above the minimum standards required by law to ensure our employees are safe, rewarded and valued. As we expand, we will be able to offer more opportunities for our staff.

Customers

ethero Ltd. is committed to demonstrating its ethical and social responsibility credentials to enable customers to make informed choices about whose services they purchase.

Suppliers

ethero Ltd. is committed to monitoring social standards in our supply chain, and we encourage our suppliers to operate to the same ethical standards we employ ourselves.

3. ethero Ltd Ethical Trading Code of Practice

3.1 This Code of Practice applies to:

- Staff directly employed by ethero Ltd on temporary or permanent contracts.
- Staff employed or provided by contractors or employment agencies to work on Data Ltd premises or to undertake work for or on behalf of ethero Ltd.

3.2 No forced, bonded or involuntary labour shall be used.

- All employment with ethero Ltd. is freely chosen.
- Staff are free to leave ethero Ltd after reasonable notice.

3.3 No child labour shall be used

- There shall be no recruitment of child labour.
- Children or persons under 16 are not employed at any time, day or night.

4. Working conditions are safe and hygienic.

- ethero Ltd. takes adequate measures to prevent accidents and minimize potential hazards.
- Staff receive regular health & safety training.
- Staff have unrestricted access to toilet facilities and drinking water.
- ethero Ltd has a published Health & Safety Policy.

5. **Working hours and remuneration** are reasonable and comparable to other companies in our sector and regular employment is provided.

- Staff pay rates are equal to or above the national legal minimum standards.
- Staff are not forced to work in excess of 40 hours per week.
- Staff are provided 2 days off per week
- Staff are given written terms and conditions of employment that details the employment relationship between and the respective obligations of the employee and employer, rates of pay, working hours, grievance and disciplinary procedures, holiday entitlement, absence and sick pay rules and notice periods for termination of employment.
- No deductions are made from wages as a disciplinary measure, and payslips used as a means to avoid obligations under labour or social security laws.

6. No discrimination is practised:

- There is no discrimination in pay, hiring, compensation, access to training, promotion, and termination of employment or retirement on the grounds of race, nationality, religion, age, disability, marital status, sexual orientation, union membership or political affiliation.
- Opportunities for personal and career development are equally available to all employees.

7. **No harassment**, threats, abuse or intimidation shall be practised. Physical, verbal and sexual threats, abuse, harassment or intimidation is expressly prohibited and grounds for summary dismissal, if proved.

8. Organisation

ethero Ltd Directors have overall responsibility for all aspects of ethical trading at work within the business.

9. **Looking forwards** towards further improvement ethero Ltd are keen to learn from others and would ask if anyone has any ideas or feedback regarding our policy or practice to contact us.

GRIEVANCE PROCEDURE (ETH025-3)

Object

The object of the procedure is to provide an employee who considers that he or she has a grievance with an opportunity to have it examined quickly and effectively, and where a grievance is deemed to exist, to have it resolved, if possible, at the earliest practicable opportunity. Most grievances can be settled informally with line managers and employees should aim to settle their grievances in this way if possible. This grievance procedure is entirely non-contractual and does not form part of an employee's contract of employment.

Procedure

If a grievance cannot be settled informally with the relevant line manager, the employee should raise it formally. This procedure has been drawn up to establish the appropriate steps to be followed when pursuing and dealing with a formal grievance.

Stage 1

In the event of the employee having a formal grievance relating to his/her employment he/she should, in the first instance, put their grievance in writing and address it to their line manager, making clear that they wish to raise a formal grievance under the terms of this procedure. Where the grievance is against the line manager, the complaint should be addressed to an alternative manager. This grievance procedure will not be invoked unless the employee raises their grievance in accordance with these requirements.

A manager (who may not be the manager to whom the grievance was addressed) will then invite the employee to a grievance meeting to discuss the grievance and the employee has the right to be accompanied at this meeting by a trade union official, a trade union representative or a fellow employee of their choice. The employee must make every effort to attend the meeting. At the meeting, the employee will be permitted to explain their grievance and how they think it should be resolved.

Following the meeting, the Company will endeavour to respond to the grievance as soon as possible and, in any case, within five working days of the grievance meeting. If it is not possible to respond within this time period, the employee will be given an explanation for the delay and be told when a response can be expected. The employee will be informed in writing of the Company's decision on the grievance and notified of their right to appeal against that decision if they are not satisfied with it.

Stage 2

In the event that the employee feels his/her grievance has not been satisfactorily resolved, the employee may then appeal in writing to a more senior manager or to a Director of the Company within five working days of the grievance decision. The employee should also set out the grounds for their appeal. On receipt of such a request, a more senior manager or a Director (who again may not be the person to whom the appeal was addressed) shall arrange to hear the grievance at an appeal meeting. At this meeting the employee may again, if they wish, be accompanied by a trade union official, a trade union representative or a fellow employee of their choice.

Following the meeting, the senior manager or Director will endeavour to respond to the grievance as soon as possible and, in any case, within five working days of the appeal hearing. If it is not possible to respond within this time period, the employee will be given an explanation for the delay and be told when a response can be expected. The employee will be informed in writing of the Company's decision on their grievance appeal.

This is the final stage of the grievance procedure and the Company's decision shall be final.

First Point of Contact for raising a grievance is **Branch Manager / Contract Manager** on the day at work

Second Point of Contact for raising a grievance is **Owen Robinson (Operations Director)** on 07411 419370

Third Point of Contact for raising a grievance is **Gareth Hughes (Managing Director)** 01952 260627

PRINCIPLES ON SLAVERY AND HUMAN TRAFFICKING (ETH026-2)

Ethero Ltd is committed in tracking Slavery and Human Trafficking and we take full responsibility for ensuring that our culture and working practices comply with the Modern Slavery Act 2015.

This Policy Statement reflects the commitment of our organisation to acting ethically and with integrity in all our business relationships and to implementing and enforcing effective control systems to prevent Slavery and Human Trafficking is not taking place anywhere within our Company or supply chain.

- Conduct regular planned, formal risk based audits of our business and supply chain.
- Implement effective control systems to ensure that we do not support or deal with any business or individual knowingly involved in Slavery or Human Trafficking.
- Operate formal systems and recruitment practices in compliance with The Modern Slavery Act 2015, ISO9001:2015 and relevant employment legislation.
- Carry out formal training and re-training all our staff in legislative and system compliance, awareness and understanding.
- Clear effective reporting mechanisms to enable the alerting to concerns related to possible or suspected Slavery or Human Trafficking activities.

The responsibility for the adoption of our Zero Tolerance approach and the prevention of modern slavery within our Company rests with our senior management.

This Anti-Slavery and Human Trafficking Policy will be formally reviewed by our Company's senior management team as an integral part of our ISO9001 certified Management Review process.

HEALTH & SAFETY POLICY (ETH034)

It is Company Policy that activities carried out by the company are in accordance with the requirements of the Health and Safety at Work Act 1974. The company accepts its responsibilities as an Employer towards its employees and any other person who may be affected by the work undertaken by the company. The Company also aims to limit adverse effects on or adjacent to land where its work activities are carried out.

The Company will as far as is reasonably practicable aim to:

- Provide and maintain safe and healthy working environments that are without risk to health, safety and welfare.
- Provide training and instruction to enable employees to perform their work safely and efficiently.
- Consider safety and setting standards that comply with the relevant statutory requirements relating to health, safety and welfare with regard to the effect on employees, contractors, visitors and the public.
- Make a priority of risk avoidance or reduction to safeguard employees and others from foreseeable hazards connected with work activities, processes and working systems.
- Make available necessary safety devices and protective equipment and supervise their use.
- Ensure that when new substances, plant, equipment, processes or locations are introduced that adequate guidance, instruction, training and supervision are provided for safe methods of work to be developed.
- Train all employees to be aware of their own responsibilities in respect of relevant health and safety matters and ensure they participate in the prevention of accidents and co-operate in the control of occupational and non-occupational disorders and diseases.
- Maintain a continuing interest in health and safety matters applicable to the Company's activities and to co-operate with the appropriate authorities and technical organisations to ensure policies are updated and standards reviewed to reflect best practice.
- Make resources available to carry out all the above and to audit / review the policy on an annual basis or as legislation or working practices change.

Each employee shall recognise personal responsibility for observing the Company's Safety Policy.

All Managers and Supervisors will enforce the policy.

ENVIRONMENTAL POLICY (ETH035)

Ethero Ltd recognises that its day-to-day operations and products have both a positive and negative impact on the environment.

Ethero Ltd is fully committed to minimising the pollution and harmful effects of its actions and products wherever practicable.

Ethero Ltd is demonstrating its corporate commitment through an Environmental Management System and other environmental initiatives.

As a result, Ethero Ltd will:

- Comply with all relevant global environmental legislation and regulatory controls
- Minimise waste, maximise use of resources and prevent pollution in all parts of the business
- Identify significant environmental & social impacts and establish objectives and targets for improvement
- Review, monitor and improve the Company's environmental performance against set targets
- Audit the Company's activities against this policy to confirm environmental improvement
- Communicate this policy and the Company environmental performance to customers, suppliers and the public
- Ensure all employees are made accountable for these policy goals through training and communication of environmental issues throughout the company
- Encourage all employees to be proactive in the maintenance and further development of the company environmental management system
 - Increase stakeholder involvement in corporate environmental initiatives

This policy will be reviewed on an annual basis to ensure its continuing effectiveness.

BRIBERY AND CORRUPTION (ETH037)

ANTI-BRIBERY POLICY

Introduction

One of the Company's core values is to uphold sound, responsible and fair business operations. It is committed to promoting and maintaining the highest possible ethical standards in relation to all of its business activities. The Company's reputation for maintaining lawful business practices is of paramount importance to it and this policy is designed to preserve these values. The Company therefore has a zero-tolerance policy towards bribery and corruption and is committed to acting fairly and with integrity in all of its business dealings and relationships wherever it operates and implementing and enforcing effective systems to counter bribery.

Purpose and Scope

This policy sets out the Company's position on any form of bribery and corruption and provides guidelines aimed at:

- Ensuring compliance with anti-bribery laws, rules and regulations, not just within the UK, but also in any other country within which the Company may carry out its business or in relation to which its business may be connected.
- Enabling employees and persons associated with the Company to understand risks associated with unlawful conduct and to enable and encourage them to be vigilant and to effectively recognise, prevent, avoid and report any wrongdoing, whether by themselves or others.
- Providing suitable and secure reporting and communication channels and ensuring that any information that is reported is properly and effectively dealt with.
- Creating and maintaining a rigorous and effective framework for dealing with any suspected instances of bribery or other unethical conduct.

This policy applies to all permanent and temporary employees of the Company (including any of its intermediaries, subsidiaries or associated companies). It also applies to any individual or corporate entity associated with the Company or who performs functions in relation to, or for and on behalf of, the Company, including, but not limited to, directors, agency workers, casual workers, contractors, consultants, seconded staff, agents, suppliers and sponsors ("associated persons").

All employees and associated persons are expected to adhere to the principles set out in this policy.

Legal Obligations

The key UK legislation on which this policy is based is the Bribery Act 2010 and it applies to the Company's conduct both in the UK and abroad.

A bribe is an inducement or reward offered, promised or provided in order to gain any commercial, contractual, regulatory or personal advantage.

It is an offence in the UK to:

- Offer, promise or give a financial or other advantage to another person (i.e. bribe a person) whether within the UK or abroad, with the intention of inducing or rewarding improper conduct.
- Request, agree to receive or accept a financial or other advantage (i.e. receive a bribe) for or in relation to improper conduct.
- Bribe a foreign public official.

You can be held personally liable for any such offence.

It is also an offence in the UK for an employee or an associated person to bribe another person in the course of doing business intending either to obtain or retain business, or to obtain or retain an advantage in the conduct of business, for the Company. The Company can be liable for this offence where it has failed to prevent such bribery by associated persons. As well as an unlimited fine, it could also suffer substantial reputational damage in connection with this offence.

Policy

All employees and associated persons are required to:

- Comply with any anti-bribery and anti-corruption legislation that applies in any jurisdiction in any part of the world in which they might be expected to conduct business.
- Act honestly, responsibly and with integrity.
- Safeguard and uphold the Company's core values by operating in an ethical, professional and lawful manner at all times.

Bribery of any kind is strictly prohibited. Under no circumstances should any provision be made, money set aside or accounts created for the purposes of facilitating the payment or receipt of a bribe.

The Company recognises that industry practices may vary from country to country or from culture to culture. What is considered unacceptable in one place may be normal or usual practice in another. Nevertheless, a strict adherence to the guidelines set out in this policy is expected of all employees and associated persons at all times.

If in doubt as to what might amount to bribery or other unethical conduct or might constitute a breach of this policy, you should refer the matter to your line manager or to Roy Smart, the Company's Anti-Corruption Officer.

For the Company's rules and procedures in relation to the receipt of business gifts from third parties such as clients, customers, contractors and suppliers and corporate hospitality offered to or received from such third parties, please refer to the Company's Receipt of Gifts Policy and Corporate Hospitality Policy. These policies form part of the Company's zero tolerance policy towards any form of bribery and should be read in conjunction with this policy.

The giving of business gifts to clients, customers, contractors and suppliers is not prohibited provided the following requirements are met:

- The gift is not made with the intention of influencing a third party to obtain or retain business or a business advantage, or to reward the provision or retention of business or a business advantage.
- It complies with local laws.
- It is given in the Company's name, not in the giver's personal name.
- It does not include cash or a cash equivalent (such as gift vouchers).
- It is of an appropriate and reasonable type and value and given at an appropriate time.
- It is given openly, not secretly.
- It is approved in advance by a Director of the Company.

Essentially, it is not acceptable to give, promise to give, or offer, a payment, gift or hospitality with the expectation or hope that a business advantage will be received, or to reward a business advantage already given, or to accept a payment, gift or hospitality from a third party that you know or suspect is offered or provided with the expectation that it will obtain a business advantage for them.

For the avoidance of doubt, any payment or gift to a public official or other person to secure or accelerate the prompt or proper performance of a routine government procedure or process, otherwise known as a "facilitation payment", is also strictly prohibited. Facilitation payments are not commonly paid in the UK but they are common in some other jurisdictions.

Responsibilities and Reporting Procedure

It is the contractual duty and responsibility of all employees and associated persons to take whatever reasonable steps are necessary to ensure compliance with this policy and to prevent detect and report any suspected bribery or corruption in accordance with the procedure set out in the Company's Public Interest Disclosure Policy. You must immediately disclose to the Company any knowledge or suspicion you may have that you, or any other employee or associated person, has plans to offer, promise or give a bribe or to request, agree to receive or accept a bribe in connection with the business of the Company. For the avoidance of doubt, this includes reporting your own wrongdoing.

The duty to prevent, detect and report any incident of bribery and any potential risks rests not only with the Directors of the Company but applies equally to all employees and associated persons.

The Company encourages all employees and associated persons to be vigilant and to report any inappropriate or unlawful conduct, suspicions or concerns promptly and without undue delay so that investigation may proceed and any action can be taken expeditiously.

For example, if a client or potential client offers you something to gain a business advantage with the Company or indicates to you that a gift or payment is required to secure their business.

In the event that you wish to report an instance or suspected instance of bribery, you should follow the steps set out in the Company's Public Interest Disclosure Policy. Confidentiality will be maintained during the investigation to the extent that this is

practical and appropriate in the circumstances. The Company is committed to taking appropriate action against bribery or other unethical conduct. This could include either reporting the matter to an appropriate external government department, regulatory agency or the police and/or taking internal disciplinary action against relevant employees and/or terminating contracts with associated persons.

The Company will support anyone who raises genuine concerns in good faith under this policy, even if they turn out to be mistaken. It is also committed to ensuring nobody suffers any detrimental treatment as a result of refusing to take part in bribery or corruption, or because of reporting in good faith their suspicion that an actual or potential bribery or corruption offence has taken place or may take place in the future.

All employees and associated persons must ensure that any contract or agreement entered into by them for or on behalf of the Company contains an appropriate clause aimed at ensuring that any third party to the contract is aware of and agrees to adhere to the contents of this policy and further, that the contract expressly sets out the consequences of non-compliance including, where appropriate, clear provision for terminating the contract in the event of non-compliance or the commission of any relevant bribery offence.

Record-Keeping

All accounts, receipts, invoices and other documents and records relating to dealings with third parties must be prepared and maintained with strict accuracy and completeness. No accounts must be kept "off the record" to facilitate or conceal improper payments.

Sanctions for Breach

Breach of any of the provisions of this policy will constitute a disciplinary offence and will be dealt with in accordance with the Company's disciplinary procedure. Depending on the gravity of the offence, it may be treated as gross misconduct and could render the employee liable to summary dismissal.

As far as associated persons are concerned, breach of this policy could lead to the suspension or termination of any relevant contract, sub-contract or other agreement with the associated person.

Monitoring Compliance

The Company's Anti-Corruption Officer has lead responsibility for ensuring compliance with this policy and will review its contents on a regular basis. They will be responsible for monitoring its effectiveness and will provide regular reports in this regard to the Directors of the Company who have overall responsibility for ensuring this policy complies with the Company's legal and ethical obligations.

Training

The Company will provide training to all employees to help them understand their duties and responsibilities under this policy.

The Company's zero tolerance approach to bribery will also be communicated to all business partners at the outset of the business relationship with them and as appropriate thereafter.

Examples of Potential Risks

The following is a non-exhaustive list of possible issues which may raise bribery concerns and which you should report in accordance with the reporting procedure set out above:

- A third party insists on receiving a commission or fee before committing to signing a contract with the Company, or carrying out a government function or process for the Company.
- A third party requests payment in cash, or refuses to sign a formal commission or fee agreement, or to provide an invoice or receipt for a payment made.
- A third party requests an unexpected additional commission or fee to facilitate a service.
- A third party demands lavish, extraordinary or excessive gifts or hospitality before commencing or continuing contractual negotiations or provision of services.
- You are offered an unusually lavish, extraordinary or excessive gift or hospitality by a third party.
- You receive an invoice from a third party that appears to be non-standard or extraordinary.
- The Company is invoiced for a commission or fee payment that appears large given the service stated to have been provided.

TRAINING POLICY (ETH038)

Purpose of Training

The purpose of training is to equip people with the necessary skills, knowledge and attitudes to meet the organisation's needs in relation to its objectives. By investing in people through their training we ensure we harness their full potential and focus their energies on the needs of the company while fulfilling their need for personal development and job satisfaction.

The company recognise that such development is a continuing process for every employee at every level of the organisation. Training is seen as a necessary investment in order to provide the excellent services the company demands.

Training should be undertaken after a critical appraisal of the company's needs in relation to its objectives to improve quality, cost and delivery performance, while taking account of the realistic aspirations of those employees.

The Company will strive to ensure that:-

- Employees are properly training in the skills they need to carry out their present roles at a standard acceptable to the company and its customers;
- Employees are provided with the skills they may need for changes in the way roles are carried out;
- As far as possible, employees are encouraged to develop their skills and talents to enable them to progress within the company and reach their full potential within the company.

The company is committed to making the most effective use of talents, skills and abilities of its workforce.

To this end individual training needs are assessed on an annual basis. Any training undertaken is recorded in the individuals appraisal form and in their personnel file.

Training Resources

The training process will ensure that the resources required to meet training needs are fully identified; that training is properly focused and that the benefits of the training can be demonstrated.

The company will always make budgetary decisions about training in the context of overall company finances but the company is committed to investing in its people and will ensure wherever possible sufficient funding is made according to the needs identified.

Management Team's Role

The Management Team has a key role to play in training

- Demonstration of a commitment to train and develop employees in relation to company's objectives.
- Induction of new employees.
- Identification of training needs jointly with employees in relation to company objectives.
- Formulation of training plans.
- Carrying out on-the-job instruction and coaching.
- Making all employees aware of training and development opportunities open to them, selecting employees for training and briefing them.
- Ensuring that those who are trained share their learning with others wherever possible and appropriate.
- Evaluation of the effectiveness of training events in relation to Company objectives with those involved.

Individual Employee's Role

The individual employee's role is to: -

- Identify personal training needs in relation to the company's and their own personal objectives
- Be aware of training and development opportunities open to them and request training where appropriate to their training needs.
- Evaluate the effectiveness of training with their line manager.
- Share learning with colleagues wherever possible and appropriate

Training provided can fall into any of the following categories

1. Induction Training

Everyone who joins the company or changes role will receive induction training. The induction will cover working practices, job arrangements, fire and emergency procedures.

2. On-the-job Training

Experience and expertise gained whilst working with, and under the supervision of, another employee.

2. Qualifications

Training deemed appropriate by the company. Depending upon the role, there may be a need to study for further qualifications at the appropriate level.

3. Skills / New Technology

Job skills training and new technology training required to keep employees informed and up to date.

4. Legislation

Training required by new legislation

5. Management & Supervisory

This training aims to develop the skills required by managers and supervisors, for example, communication skills, problem solving skills and team building

6. Professional & Occupational updating

Members of a professional body may need to ensure that they are up to date with new developments and legislation in their particular field.

7. Health & Safety

Training is provided to ensure that all employees are fully aware of and understand the requirements of current health and safety legislation.

"WHISTLEBLOWING" POLICY (ETH039)

(Making a Disclosure in the Public Interest)

Introduction

Ethero Ltd is committed to the highest standards of openness, probity and accountability.

An important aspect of accountability and transparency is a mechanism to enable staff and other members of the Company to voice concerns in a responsible and effective manner. It is a fundamental term of every contract of employment that an employee will faithfully serve his or her employer and not disclose confidential information about the employer's affairs. Nevertheless, where an individual discovers information which they believe shows serious malpractice or wrongdoing within the organisation then this information should be disclosed internally without fear of reprisal, and there should be arrangements to enable this to be done independently of line management (although in relatively minor instances the line manager would be the appropriate person to be told).

The Public Interest Disclosure Act, gives legal protection to employees against being dismissed or penalised by their employers as a result of publicly disclosing certain serious concerns. The Company has endorsed the provisions set out below to ensure that no members of staff should feel at a disadvantage in raising legitimate concerns.

It should be emphasised that this policy is intended to assist individuals who believe they have discovered malpractice or impropriety. It is not designed to question financial or business decisions taken by the Company nor should it be used to reconsider any matters which have already been addressed under harassment, complaint, disciplinary or other procedures.

Scope of Policy

This policy is designed to enable employees of the Company to raise concerns internally and at a high level and to disclose information which the individual believes shows malpractice or impropriety. This policy is intended to cover concerns which are in the public interest and may at least initially be investigated separately but might then lead to the invocation of other procedures e.g. disciplinary. These concerns could include:

- Financial malpractice or impropriety or fraud
- Failure to comply with a legal obligation or Statutes
- Dangers to Health & Safety or the environment
- Criminal activity
- Improper conduct or unethical behaviour
- Attempts to conceal any of these

Safeguards

Protection - this policy is designed to offer protection to those employees of Ethero Ltd who disclose such concerns provided the disclosure is made:

- in good faith
- in the reasonable belief of the individual making the disclosure that it tends to show malpractice or impropriety and if they make the disclosure to an appropriate person (see below). It is important to note that no protection from internal disciplinary procedures is offered to those who choose not to use the procedure. In an extreme case, malicious or wild allegations could give rise to legal action on the part of the persons complained about.

Confidentiality - Ethero Ltd will treat all such disclosures in a confidential and sensitive manner. The identity of the individual making the allegation may be kept confidential so long as it does not hinder or frustrate any investigation. However, the investigation process may reveal the source of the information and the individual making the disclosure may need to provide a statement as part of the evidence required.

Anonymous Allegations - this policy encourages individuals to put their name to any disclosures they make.

Concerns expressed anonymously are much less credible, but they may be considered at the discretion of the Company. In exercising this discretion, the factors to be taken into account will include:

- The seriousness of the issues raised
- The credibility of the concern
- The likelihood of confirming the allegation from attributable sources

Untrue Allegations - If an individual makes an allegation in good faith, which is not confirmed by subsequent investigation, no action will be taken against that individual. In making a disclosure the individual should exercise due care to ensure the accuracy of the information. If, however, an individual makes malicious or vexatious allegations, and particularly if he or she persists with making them, disciplinary action may be taken against that individual.

Procedures for Making a Disclosure

On receipt of a complaint of malpractice, the member of staff who receives and takes note of the complaint, must pass this information as soon as is reasonably possible, to the appropriate designated investigating officer as follows:

- Complaints of malpractice will be investigated by the appropriate Director unless the complaint is against the Director or is in any way related to the actions of the Director. In such cases, the complaint should be passed to the Chief Executive / Business Owner for referral.
- In the case of a complaint, which is any way connected with but not against the Director, the Chief Executive / Business Owner will nominate a Senior Manager or external party to act as the alternative investigating officer.
- Complaints against the Chief Executive / Business Owner should be passed to the Chairman who will nominate an appropriate internal / external investigating officer.
- The complainant has the right to bypass the line management structure and take their complaint direct to the Chairman (or Business Owner). The Chairman (or Business Owner) has the right to refer the complaint back to management if he/she feels that the management without any conflict of interest can more appropriately investigate the complaint.

If there is evidence of criminal activity then the investigating officer should inform the police. The Company will ensure that any internal investigation does not hinder a formal police investigation.

Timescales

Due to the varied nature of these sorts of complaints, which may involve internal / external investigators and / or the police, it is not possible to lay down precise timescales for such investigations. The investigating officer should ensure that the investigations are undertaken as quickly as possible without affecting the quality and depth of those investigations.

The investigating officer, should as soon as practically possible, send a written acknowledgement of the concern to the complainant and thereafter report back to them in writing the outcome of the investigation and on the action that is proposed. If the investigation is a prolonged one, the investigating officer should keep the complainant informed, in writing, as to the progress of the investigation and as to when it is likely to be concluded.

All responses to the complainant should be in writing and sent to their home address marked "confidential".

Investigating Procedure

The investigating officer should follow these steps:

- Full details and clarifications of the complaint should be obtained.
- The investigating officer should inform the member of staff against whom the complaint is made as soon as is practically possible. The member of staff will be informed of their right to be accompanied by a trade union or work colleague at any future interview or hearing held under the provision of these procedures. At the discretion of the investigating officer and dependant on the circumstances of the complaint an alternative representative may be allowed e.g. the individual's legal representative.
- The investigating officer should consider the involvement of the Company auditors and the Police at this stage and should consult with the Chairman / Chief Executive / Business Owner if appropriate
- The allegations should be fully investigated by the investigating officer with the assistance where appropriate, of other individuals / bodies.
- A judgement concerning the complaint and validity of the complaint will be made by the investigating officer. This judgement will be detailed in a written report containing the findings of the investigations and reasons for the judgement. The report will be passed to the Chief Executive, Chairman or Business Owner as appropriate.
- The Chief Executive / Chairman / Business Owner will decide what action to take. If the complaint is shown to be justified, then they will invoke the disciplinary or other appropriate Company procedures.
- The complainant should be kept informed of the progress of the investigations and, if appropriate, of the final outcome.
- If appropriate, a copy of the outcomes will be used to enable a review of Company procedures.

If the complainant is not satisfied that their concern is being properly dealt with by the investigating officer, they have the right to raise it in confidence with the Chief Executive / Business Owner / Chairman, or one of the designated persons described above.

If the investigation finds the allegations unsubstantiated and all internal procedures have been exhausted, but the complainant is not satisfied with the outcome of the investigation, Ethero Ltd recognises the lawful rights of employees and ex-employees to make disclosures to prescribed persons or body (e.g. the Health and Safety Executive). A full list of prescribed people and bodies can be found on the Government Website (www.gov.uk).

CORPORATE SOCIAL RESPONSIBILITY POLICY (ETH048)

Ethero Ltd strives to be a good corporate company. Through its managers and through its people, Ethero is committed to promoting protection of the environment; supporting charities and local communities; promoting equal opportunities; ensuring safe and efficient working practices; and working with suppliers who uphold similar values.

People

The company recognises that our people are our greatest asset and key to continued growth and success and as such, we are committed to providing careers and working environments in which our people can achieve to their fullest potential. The company has a commitment to keeping employees informed of company affairs through news circulars and regular staff meetings. Employees can access the Company intranet to obtain general information on the company. Employees are encouraged to discuss operational issues with their line management and to suggest ways to improve performance and efficiency.

Developing future talent is fundamental to Ethero. New apprenticeship and graduate recruitment schemes have been introduced within the business, alongside City and Guilds accredited training for all staff within our retail operations, including the opportunity of sponsorship to achieve recognised professional qualifications that are relevant to our sector. We provide full visibility of our customer facing staff, including their levels of training and experience to our customers and prospective customers. We provide assurance that our staff all meet the requisite standards of professionalism that our customers will expect when we advise them and represent their interests.

The Company:

Provides clear and fair terms of employment for its employees

Provides clean, healthy and safe working conditions

Has a fair remuneration policy everywhere we operate

Strives for equal opportunities for all present and potential employees

Encourages employees to develop skills and progress in their careers

Does not employ underage staff

Ensures that staff are aware of the companies policies on insider trading, bribery and inappropriate gifts, money laundering and whistle blowing

Encouraging a harmonious working environment with zero tolerance to bullying or to any form of harassment linked to an individual's sex or other personal characteristics.

Reviews regularly our Corporate Social Responsibility Policy Statement

Equal Opportunities

The company is committed to a policy of equal opportunity and diversity in employment and recognises that this is essential to ensuring the success and growth of the organisation. To this end, the company makes every effort to select, recruit, train and promote the best candidates based on suitability for the job; to treat all employees and applicants fairly, regardless of race, sex, marital status, age, nationality, ethnic origin, religious belief, sexual orientation or disability; and to ensure that no employee suffers harassment or intimidation.

Disabled Employees

It is the policy of the company to provide employment and to make reasonable adjustment to accommodate disabled persons wherever business requirements will allow and if applications for employment are received from suitable individuals. Should an existing employee become disabled, every reasonable effort will be made to ensure that their employment with the company can continue on a worthwhile basis and that career opportunities are available to them.

Health, Safety and Welfare at Work

The health and safety, welfare and wellbeing of employees is of paramount importance to the company. It is the policy of the company to create and improve standards of Health and Safety, which will lead to the avoidance and reduction of risks and to ensure that the company complies with all Health and Safety legislation. A detailed Health and Safety Policy Statement is held at all branch premises and displayed on the notice boards.

Health & Safety and Fire officers actively implement the company's policies, standards and procedures in all branches in which the company operates. They are supported by dedicated Health & Safety managers who are professionally qualified. A company Health and Safety steering committee meets on a bi-annual basis to review activity and policy in this area. The Health and Safety officers report annually to their local operating Boards and to the company Health & Safety Officer on issues relating to the health, safety and welfare of the employees. These reports are reviewed by the company Board and suitable enhancements or improvements are made.

The company makes every reasonable and practicable effort to provide safe and healthy working conditions in all its offices. It is the duty of all employees to exercise responsibility and to do everything they can to prevent injury to themselves and to others.

The policy standards and procedures are communicated to employees through contracts of employment, staff hand books, operating manuals, bulletins and notice boards and staff training as appropriate:

Employees throughout the whole company are eligible to participate in a range of lifestyle and wellbeing benefits, including:
An Online Discount Shopping Programme which provides access to discounted health and wellbeing initiatives such as gym memberships;

A variety of Health Cash Plans;

Discounted Medical Health Screening;

Cycle to Work Scheme;

Workplace Charitable Giving through Payroll;

Child Care Voucher scheme;

Employee Assistance Programme.

Corporate Social Responsibility Policy Statement Updates

Information Security

The company is committed to ensuring the integrity and security of its business information with particular attention given to personal and sensitive data where inappropriate use or inadequate maintenance and safeguarding could have serious repercussions. The company policies and procedures are based on its requirements for a secure operating environment, an assessment of the risks that the Company faces and relevant legal and best-practice requirements. The company has recently achieved ISO 9001 accreditation in its major business to business operating divisions and it aspires to operate in line with the International Standard for Information Security Management, ISO 9001 in all of its branch operations. Responsibility for information security sits with the local management teams with appropriate training and support provided. A dedicated company Information Security Manager is responsible for the strategic management of information security, including risk management, together with implementation and enforcement of the Information Security Policy.

Environmental Issues

Environmental savings make good business sense. Our primary objective is to minimise our carbon footprint and any negative impact we may have on the environment. The company is committed to the following:

To meet or exceed the requirements of relevant legislative, regulatory and environmental codes of practice

To identify, reduce and dispose of waste arising from our operations in a manner that minimises harm to the environment and prevents pollution of land, air and water

To reduce the consumption of energy and water and use renewable and/or recyclable resources wherever practicable

To encourage our suppliers and subcontractors to implement good environmental practices and procedures which support our own objectives and targets

To take responsibility for the maintenance and revision of our environmental policy, which is reviewed on a regular basis, in order to set environmental objectives and targets for continuous improvement, as we recognise the need for sustainable development.

In addition:

The business has launched local initiatives to ensure branches recycle office waste and our Head

Office recycles all waste and uses fair trade produce

E-payslips were introduced for all company employees in 2011, which has reduced our carbon footprint and print and postal costs

With effect from July 2011, Ethern opted to ensure that all newly ordered company vehicles have a CO2 emission of no greater than 160

In 2011, the Group launched a Cycle to Work Scheme, in order that staff can tax efficiently purchase bicycles for cycling to work.

The following initiatives are in place:

At our Head Office in Telford: Recycling of all paper, cardboard and related materials.

Employees are encouraged to dispose of all paper waste in secure bins, 100% of which is recycled

The group aims to achieve an 85% rate of paper recycling across the Group by 2020

Corporate Social Responsibility Policy Statement

Recycling of used printer cartridges and mobile phones. 80% of our toner cartridges are recycled, in partnership with our printer suppliers

The company have worked in partnership with a waste management provider with the aim to increase our Group recycling volumes. We aimed for 50% by the end of 2012, then 75% by the end of 2016, and 100% and zero waste to landfill, by the end of 2019.

Suppliers:

The Company:

- Seeks to be honest and fair in our relationships with suppliers and subcontractors
- Pays suppliers and subcontractors in accordance with agreed terms
- Has a policy not to offer, pay or accept bribes or substantial favours
- Encourages suppliers and subcontractors to abide by the same standards and principles.

Investors

The Company:

- Is financially accountable to its investors
- Communicates to investors all matters that are material to an understanding of the future prospects of the organisation
- Aims to protect investor's funds, manage risks and ensure funds are used as agreed.

Industry Participation

The Group:

- Engages in consultation with Government Regulators and relevant trade bodies on issues which affect the recruitment sector, related industry services and consumer protection

EQUALITY AND DIVERSITY POLICY (ETH059)

ethero Ltd is dedicated to encouraging a supportive and inclusive culture amongst the whole workforce. It is within our best interest to promote diversity and eliminate discrimination in the workplace.

Our aim is to ensure that all employees and job applicants are given equal opportunity and that our organisation is representative of all sections of society. Each employee will be respected, valued and able to give his or her best because of this policy.

This policy reinforces our commitment to providing equality and fairness to all in our employment and not provide less favourable facilities or treatment on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, ethnic origin, colour, nationality, national origin, religion or belief, or sex and sexual orientation.

We are opposed to all forms of unlawful and unfair discrimination. All employees, no matter whether they are part-time, full-time, or temporary, will be treated fairly and with respect.

When ethero Ltd selects candidates for employment, promotion, training, or any other benefit, it will be based on their own aptitude and ability shown. All employees will be given help and encouragement to develop their full potential and utilise their unique talents. Therefore, the skills and resources of our organisation will be fully utilised and we will maximise the efficiency of our whole workforce.

ethero Ltd commitments:

- To create an environment in which individual differences and the contributions of all team members are recognised and valued.
- To create a working environment that promotes dignity and respect for every employee.
- Not to tolerate any form of intimidation, bullying, or harassment and to discipline those that breach this policy.
- To make training, development, and progression opportunities available to all staff.
- To promote equality in the workplace, which ethero Ltd believes is good management practice and makes sound business sense.
- To encourage anyone who feels they have been subject to discrimination to raise their concerns so we can apply corrective measures.
- To encourage employees to treat everyone with dignity and respect.
- To review regularly all our employment practices and procedures so that fairness is at all times maintained.

ethero Ltd will inform all employees that an equality and diversity policy is in operation and that they are obligated to comply with its requirements and promote fairness in the workplace.

The policy is also drawn to the attention of funding agencies, stakeholders, customers, learners, and job applicants.

ethero Ltd's equality and diversity policy is fully supported by Senior Management and has been agreed with trade unions and/or employee representatives where required.

Our policy, annually reviewed, will monitor that equality and diversity is promoted continually in the workplace.

ETHICAL RECRUITMENT POLICY (ETH062)

Ethero Ltd recognises the importance of dealing with companies and people who are open, honest, transparent and professional. In the world of recruitment, the importance of those qualities can have a major impact on lives of individuals and companies.

The Recruitment and Employment Confederation – the industry body for recruitment agencies, sets out the basic ethical principles it expects members to follow as a minimum requirement. Ethero Ltd follows all REC guidelines fully.

Set out below is Ethero Ltd.'s Ethical Recruitment Policy:

Engagement - A candidate is always freely to choose or decline engagement.

There is no forced, bonded or involuntary prison labour. Workers are not required to lodge "deposits" or their identity papers with Ethero Ltd and are free to leave their employer after reasonable notice.

Stronger Together

Ethero Ltd are proud to be part of the Stronger Together campaign. **Stronger Together is a multi-stakeholder business-led initiative aiming to reduce modern slavery particularly forced labour, labour trafficking and other hidden third party exploitation of workers.**

Freedom of association and the right to collective bargaining are always respected.

Workers, without distinction, have the right to join or form trade unions of their own choosing and to bargain collectively.

Ethero Ltd adopts an open attitude towards the activities of trade unions and their organisational activities.

Workers representatives receive no discrimination and have access to carry out their representative functions in the workplace.

Where the right to freedom of association and collective bargaining is under law, the employer facilitates, and does not hinder, the development of parallel means for independent and free association and bargaining.

Selection Process

Ethero Ltd operates a fair selection process. A fair selection process consists of judging people on their ability to do the job not on the basis of one's race, color, sex, age, national origin, religion, genetic information, disability, or EEO activity.

Child labour is never used.

There will be no recruitment of child labour.

Companies shall develop or participate in and contribute to policies and schemes, which provide for the transition of any child found to be performing child labour to enable her or him to attend and remain in quality education until no longer a child.

Children and young persons under the age of 18 will not be employed at night or in hazardous conditions. These policies and procedures shall conform to the provisions of the relevant ILO standards.

No discrimination is practised

There is no discrimination in hiring, compensation, access to training, promotion, termination or retirement based on race, caste, national origin, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation.

Working conditions are safe and hygienic

A safe and hygienic working environment will be provided, bearing in mind the prevailing knowledge of the industry and of any specific hazards. Adequate steps shall be taken to prevent accidents and injury to health arising out of, associated with, or occurring in the course of work, by minimising, so far as is reasonably practicable, the causes of hazards inherent in the working environment.

Workers shall receive regular and recorded health and safety training, and such training will be repeated for new or reassigned workers.

Access to clean toilet facilities and to potable water, and, if appropriate, sanitary facilities for food storage shall be provided.

Accommodation, where provided, shall be clean, safe, and meet the basic needs of the workers.

The company observing the code shall assign responsibility for health and safety to a senior management representative.

Wages are paid

Wages and benefits paid for a standard working week meet the national Minimum Wage as set by the UK Government.

All workers will be provided with written and understandable information about their engagement conditions in respect to wages before they enter any engagement and about the particulars of their wages for the pay period concerned each time that they are paid.

Deductions from wages as a disciplinary measure are not permitted nor will any deductions from wages not provided for by national law be permitted without the expressed permission of the worker concerned. All disciplinary measures will be recorded.

Working hours are not excessive

Working hours, excluding overtime, will be defined by contract, and shall not exceed 48 hours per week.

All overtime will be voluntary. Overtime is offered responsibly, taking into account all the following: the extent, frequency and hours worked by individual workers and the workforce as a whole. Overtime is not used to replace regular engagement. Overtime will be paid as stated on assignment details form for each individual site (varying), wherever possible Ethero Ltd will encourage at premium rate

The total hours worked in any seven-day period shall not exceed 60 hours, except where defined by clause 6.4 below.

Working hours may exceed 60 hours in any seven-days period only in exceptional circumstances where all of the following are met:

- this is allowed by national law;
- this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;
- appropriate safeguards are taken to protect the workers' health and safety; and the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.

Workers will be provided with at least one day off in every seven days period or as allowed by national law, two days off in every 14-days period.

* International standards recommend the progressive reduction of normal hours of work, when appropriate, to 40 hours per week, without any reduction in workers' wages as hours are reduced.

Employment

To every extent, possible work performed must be based on a recognised employment relationship established through national law and practice.

Obligations to employees under labour or social security laws and regulations arising from the regular employment relationship will not be avoided with labour-only contracting, sub- contracting, or home-working arrangements, or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment. Nor will any obligations be avoided, through the excessive use of fixed-term contracts of employment.

No harsh or inhumane treatment is allowed

Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation is prohibited. The provisions of this code constitute minimum and not maximum standards. It should not be used to prevent companies from exceeding these standards. Companies applying this code are expected to comply with national and other applicable law and, where the provisions of law and this Base Code address the same subject, to apply those provisions which affords the greater protection.

MODERN SLAVERY POLICY

1. Ethero Ltd is committed to eliminating modern slavery, human trafficking, forced labour, and similar human rights abuses.
2. Ethero Ltd is committed to ensuring that its staff and any workers it supplies (directly or indirectly) are not subject to behaviour or threats that may amount to modern slavery, human trafficking, forced labour, and similar human rights abuses.

Ethero Ltd provides appropriate training and awareness information for its entire staff. In particular:

- Our consultants, service teams & management receive detailed training in identifying and resolving concerns around modern slavery and human trafficking.
 - Our consultants, service teams & management undertake training courses that include guidance around modern slavery and human trafficking, as well as other wider human rights issues.
 - All of our staff receive awareness-raising information around issues involving modern slavery and human trafficking, so that they can bring any concerns they have to the attention of management.
3. Any staff, workers or other parties are strongly encouraged to report any concerns or suspicions that they might have to their Branch Manager, Senior Management or Audit & Compliance Manager.
 4. All our Senior Management team takes reports surrounding any form of abuse extremely seriously. They are committed to ensuring that all investigations shall be prompt and effective. If our investigations reveal any issues, we are committed to taking appropriate action, including but not limited to:
 - Working with the appropriate organisations to improve standards,
 - Removing that organisation from our preferred supplier list,
 - Passing details to appropriate law enforcement bodies.
 5. We regularly monitor our risks in this area, including:
 - The effectiveness of enforcement against suppliers who breach policies,
 - The amount of time spent on audits, re-audits, spot checks, and related due diligence, and
 - The level of modern slavery training and awareness amongst our staff.
 6. As part of our efforts in this area, we publish a modern slavery statement on a regular basis.
 7. We would also recommend reading this in conjunction with our other policies, including our:
 - Corporate social responsibility policy,
 - Anti-bribery / corruption policy, and
 - Whistle-blowing policy.

This policy was adopted in June 2017 and updated in June 2021 after being signed off by our Managing Director, Gareth Hughes. Senior Management reviews this policy on an annual basis.

TERMS OF ENGAGEMENT WITH AN AGENCY WORKER (ETH005-9)

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 all time worked during an Assignment for each hour worked, 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, as set out in any variation to the relevant Assignment Details Form;
- “Agency Worker” means:**
- Name
- Address
- “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;
- “AWR”** means the Agency Workers Regulations 2010
- “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 2018, the General Data Protection Regulation (EU 2016/679) and any applicable statutory or regulatory provisions 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”** ethero Limited (registered company no. 7062101).
Head Office: 23 Walker Street, Wellington, Telford TF1 1BD
- “Engagement”** means the engagement (including the Agency Worker’s acceptance of the Hirer’s offer), 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);

"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 being the minimum gross rate of pay that the Employment Business reasonably expects to achieve, for all hours worked by the Agency Worker;

"Irregular Hours Worker"

means a worker whose paid hours of work in relation to a leave year in each pay period during the term of their contract in that year is, under the terms of their contract, wholly or mostly variable as defined under Regulation 15F (1)a WTR 1998

"Leave Year"

means the period during which the Agency Worker accrues and may take statutory leave. The holiday period last 12 months and runs from April 6th to April 5th

"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 the later of (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;

"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.....
In accordance with any applicable Assignment details form;

"WTR"

means the Working Time Regulations 1998

- 1.1. Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.
- 1.2. The headings contained in these Terms are for convenience only and do not affect their interpretation.
- 1.3. 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. The contract between the parties starts on the first day of the First Assignment under these Terms. 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 Employment Business will engage the Agency Worker on a **contract for** services 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. 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 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.
- 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 and whilst on an assignment the Agency Worker's hours of work under this contract will at all times be wholly or mostly variable in accordance with the definition of an Irregular Hours worker under the WTR 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 to the Agency Worker.
- 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:

For the purposes of the Conduct Regulations:

- 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 details of hours during which the Agency Worker would be required to work;
- 3.3.4. the Actual Rate of Pay that will be paid, intervals 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;
- 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; and

For the purposes of Section 1 of the Employment Rights Act:

- 3.3.7. any other paid leave such as maternity, paternity or adoption leave;

- 3.3.8. the details of pension entitlements and pensions schemes; and
- 3.3.9. any other benefits
- 3.4. Where the Employment Business does not give such information in paper form or by electronic means, it shall confirm the information by such means by the end of the third business day (excluding Saturday, Sunday and any Public or Bank Holiday) following except 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 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 WTR, 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 AWR which are different and preferential to rights and entitlements relating to the same under the WTR, 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, then 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's or the Hirer's staff;
 - 4.1.6. not at any time tell or give 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's 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's request, the Agency Worker undertakes to:

- 4.2.1. inform the Employment Business of any Calendar Weeks 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 s/he has prior to the commencement of the relevant Assignment and/or during the relevant Assignment carried out work which could be deemed to count toward the Qualifying Period for the relevant Assignment in accordance with Regulation 9 of the AWR because s/he has:
 - 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 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.
- 4.6. The Agency Worker acknowledges that any breach of his/her obligations set out in these Terms 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 does not 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 will not pay the Agency Worker for hours not worked.
- 5.4. For the avoidance of doubt and for the purposes of the WTR, 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 Workers' 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 AWR.

6. PAY AND DEDUCTIONS

- 6.1. For each Assignment the Employment Business shall pay to the Agency Worker the Hourly Rate. The Actual Rate of Pay will be notified on a per Assignment basis and set out in the relevant Assignment Details Form.
- 6.2. If the Agency Worker has completed the Qualifying Period on the start of the relevant Assignment or following completion of the Qualifying Period during the relevant Assignment, the Employment Business shall pay to the Agency Worker the Actual QP Rate of Pay which will be notified on a per Assignment basis and set out in the relevant Assignment Details Form or any variation to the relevant Assignment Details Form.
- 6.3. The Hourly Rate, Actual Rate of Pay or Actual QP Rate of Pay, as applicable, will be paid weekly in arrears, subject to any Deductions and or Agreed Deductions, together with any agreed Emoluments.

- 6.4. Subject to any statutory entitlement under the relevant legislation referred to in clauses 7 (Annual leave) and 8 (Sickness absence) 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.
- 6.5. Subject to compliance with Regulation 12 of the Conduct Regulations, the Employment Business reserves the right in its absolute discretion to deduct from the Agency Worker's pay any sums which s/he may owe the Employment Business including, without limitation, any overpayments or loans made to the Agency Worker by the Employment Business or any losses suffered by the Employment Business as a result of his/her negligence or breach of either the Employment Business's or the Hirer's rules.
- 6.6. If the Employment Business provides any equipment or clothing to the Agency Worker to be used in the course of an Assignment with the Hirer, the Agency Worker must take reasonable care of the equipment or clothing. Furthermore, the Agency Worker must return any equipment or clothing to the Employment Business upon termination of the Terms or within [3] days of a request from the Employment Business. If the Agency Worker does not comply with the obligations set out in this clause, the Employment Business reserves the right to deduct the cost of replacement equipment or clothing from any sums owed to the Agency Worker. The question of whether the Agency Worker has taken reasonable care of the equipment or clothing will be solely assessed by the Employment Business's reasonable judgement.

7. ANNUAL LEAVE

- 7.1. Subject to clause 7.3, the Agency Worker is entitled to paid annual leave according to the statutory minimum as provided by the WTR from time to time. The current statutory entitlement to paid annual leave for full time workers working 5 days a week under the WTR is 5.6 weeks.
- 7.2. The Agency Worker's entitlement to payment for annual leave under clause 7.1 accrues in proportion to the amount of time worked by him/ her on Assignment during the Leave Year. The Agency Worker does not accrue annual leave when he/she is not on an assignment and on the termination of each assignment, the Agency Worker will be paid his/her accrued entitlement to leave during the assignment with his/her final pay from each assignment. Payment of accrued entitlement to annual leave will be reflected on the Agency Worker's final payslip on the termination of each assignment.
- 7.3. Under the AWR, 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 WTR 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. The Agency Worker must take all annual leave during the Leave Year in which it accrues and, except as may be set out in the relevant Assignment Details Form or any variation to the relevant Assignment Details Form, the Agency Worker may not carry any annual leave forward to the next year. The Agency Worker is responsible for ensuring that they request and take all paid annual leave within the Leave Year.
- 7.5. If the Agency Worker wishes to take paid annual leave during 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 annual 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 an Assignment will be calculated in accordance with and paid in proportion to the amount of annual leave they have accrued whilst on the assignment. This will be based on the number of hours which the Agency Worker has worked on Assignment.
- 7.7. Subject to clause 7.3, during 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.
- 7.8. Except 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), the Agency Worker may, upon giving the notice in clause 7.5, take a bank holiday or other public holiday as part of his/her paid annual leave entitlement.
- 7.9. Where these Terms are terminated by either party, the Agency Worker shall repay to the Employment Business an amount in respect of any holiday periods taken in excess of the holiday entitlement for that year and the Agency Worker hereby authorises the Employment Business to take repayment of such monies by way of deduction from any final payment owed to the Agency Worker. [If, following such deduction the Agency Worker owes further monies in respect of pay received for annual leave taken but not accrued at the time of Termination, the Agency Worker will repay such monies within 2 days of termination of these Terms.]

8. SICKNESS ABSENCE

- 8.1. The Agency Worker may be eligible for statutory sick pay (SSP) provided that s/he meets the relevant statutory criteria.
- 8.2. The Agency Worker must give the Employment Business 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 Statutory Sick Pay there is one qualifying day per week during the course of an Assignment and if a worker works on an intermittent basis with no regular pattern of work there is also one qualifying day per week and that qualifying day shall be the Wednesday in every week.
- 8.4. If 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. If 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 (except 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 tell 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 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, this contract for services will automatically terminate and the Employment Business will forward his/her P45 to his/her last known address.
- 9.6. On the termination of the Agency Worker's Assignment, the Agency will pay the Agency Worker all holiday accrued but not taken during the Assignment in accordance with WTR.

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

The Agency Worker acknowledges that the Employment Business must process personal data about him/her in order to properly fulfil its obligations under these Terms and as otherwise required by law in relation to his/ her engagement in accordance with the Data Protection Laws. Such processing will principally be for personnel, administrative and payroll purposes.

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, including by email. 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, when that email is sent.

15. RIGHTS OF THIRD PARTIES

None of the provisions of these Terms are intended to be for the benefit of or enforceable by third parties and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.

16. GOVERNING LAW AND JURISDICTION

These Terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.

.....

Signed by the Agency Worker

.....

Print name here

Date

SCHEDULE: "QUALIFYING PERIOD" AND "TEMPORARY WORK AGENCY"

For the purpose of the definition of "Qualifying Period" in clause 1.1 of these Terms, when calculating whether any weeks completed with the Hirer count as continuous towards the Qualifying Period, where:

- a) the Agency Worker has started working during an assignment and there is a break, either between assignments or during an assignment, when the Agency Worker is not working;
- b) the break is:
 - (i) for any reason and not more than six Calendar Weeks;
 - (ii) wholly due to the fact that the Agency Worker is incapable of working in consequence of sickness or injury and the break is 28 Calendar Weeks or less; paragraph (iii) does not apply; and, if required to do so by the Employment Business, the Agency Worker has provided such written medical evidence as may reasonably be required;
 - (iii) related to pregnancy, childbirth or maternity and is at a time in a protected period, being a period beginning at the start of the pregnancy and ending at the end of the 26 weeks beginning with childbirth (being the birth of a living child or the birth of a child whether living or dead after 24 weeks of pregnancy) or, if earlier, when the Agency Worker returns to work;
 - (iv) wholly for the purpose of taking time off or leave, whether statutory or contractual, to which the Agency Worker is otherwise entitled which is:
 - i. ordinary, compulsory or additional maternity leave;
 - ii. ordinary or additional adoption leave;
 - iii. ordinary or additional paternity leave;
 - iv. time off or other leave not listed in paragraphs (iv)i, ii, or iii above; or
 - v. for more than one of the reasons listed in paragraphs (iv)i, ii, iii to iv above;
 - (v) wholly due to the fact that the Agency Worker is required to attend at any place in pursuance to being summoned for service as a juror and the break is 28 Calendar Weeks or less;
 - (vi) wholly due to a temporary cessation in the Hirer's requirement for any worker to be present at the establishment and work in a particular role for a pre-determined period of time according to the established custom and practices of the Hirer;
 - (vii) wholly due to a strike, lock-out or other industrial action at the Hirer's establishment; or
 - (viii) wholly due to more than one of the reasons listed in paragraphs (ii), (iii), (iv), (v), (vi) or (vii); and
- c) the Agency Worker returns to work in the same role with the Hirer, any weeks during which the Agency Worker worked for the Hirer before the break shall be carried forward and treated as counting towards the Qualifying Period with any weeks during which the Agency Worker works for the Hirer after the break. In addition, when calculating the number of weeks during which the Agency Worker has worked, where the Agency Worker has started working in a role during an Assignment and is unable to continue working for a reason described in paragraph (b)(iii) or (b)(iv)i, ii, or iii, for the period that is covered by one or more such reasons, the Agency Worker shall be deemed to be working in that role with the Hirer for the original intended duration or likely duration of the relevant Assignment, whichever is the longer. For the avoidance of doubt, time spent by the Agency Worker working during an assignment before 1 October 2011 [or 5 December 2011] does not count for the purposes of the definition of "Qualifying Period".

"Temporary Work Agency" means as defined in Regulation 4 of the AWR being a person engaged in the economic activity, public or private, whether or not operating for profit, and whether or not carrying on such activity in conjunction with others, of:

- a) supplying individuals to work temporarily for and under the supervision and direction of hirers; or
- b) paying for, or receiving or forwarding payment for, the services of individuals who are supplied to work temporarily for and under the supervision and direction of hirers.

Notwithstanding paragraph (b) of this definition a person is not a Temporary Work Agency if the person is engaged in the economic activity of paying for, or receiving or forwarding payments for, the services of individuals regardless of whether the individuals are supplied to work for hirers. For the purpose of this definition, a "hirer" means a person engaged in economic activity, public or private, whether or not operating for profit, to whom individuals are supplied, to work temporarily for and under the supervision and direction of that person.