

Umbrella - Client Enquiry Details

Please sign and complete this form as soon as possible. Until we have processed your application, you cannot enjoy the benefits of working through an umbrella company. Please print IN CAPITAL LETTERS and return this form to the address below with any supporting documents

Personal Details

Title Mr Mrs Ms Miss

Other (please state):

First Name:

Middle Name:

Last Name:

Address:

Area:

City:

Post Code:

Date of Birth:

Telephone No:

Mobile No:

Fax No:

Email:

NI No:

Nationality:

Are you an EU national: Yes No

I am not an EU national. I enclose a copy of my work permit:

Job Title:

Industry (e.g. Driving, Construction):

Bank Name and Address:

Sort Code:

Account No:

Account Name: (e.g. Mr J Smith)

Reference No (for building society accounts):

Mobile Phone Text Messages

We normally send an SMS text message to your mobile phone on a Thursday evening to tell you your pay is on its way to your bank account. This saves you the effort of calling us to check, and shows you the amount paid. This is a free service. If you DO NOT agree to receive messages on the mobile number you have provided please tick the box.

Personal Accident Insurance

Backoffice can provide insurance cover for all members against occupational workplace accidents. This policy can provide valuable financial help if you have an accident at work, and only costs you £3.00 a week (including Insurance Premium Tax). This means that we will deduct £3.00 per week from your pay unless you tell us you wish to opt out. Please ask for the full policy details if you wish to see them.

I would like to join the Accident Insurance Plan and agree to Backoffice deducting £3.00 per week from my wages.

Signed:

Agency Details Name of Employment Agency/Company:

Agency Contact:

Agency Branch:

Agency Tel No:

Agency Fax No:

Backoffice Employment Agreement - Please retain for your records

This Employment Agreement forms the agreement between, the relevant Backoffice administered Umbrella Company, as advised within the welcome letter, registered at; 200 Alcester St, Birmingham, B12 0NQ hereinafter referred to as "the Employer" and the individual detailed within the Application Form, hereinafter referred to as "the Employee".

Definitions:	
"the Act"	the Employment Rights Act 1996.
"the Client(s)"	shall mean the person or organisation to which the Employer is providing services to as advised from time to time.
"Confidential Information"	means any information relating to the Client's business which for the time being is being treated as confidential.
"Intellectual Property"	means patents, trademarks, service marks, registered designs, design rights, utility models, trade or business names, confidential information, know-how, copyright or other similar industrial, intellectual or commercial rights, and applications for registration of any of the foregoing and the right to apply thereof in any part of the world.
"Termination Date"	the date on which the employment of the Employee under this Agreement shall terminate for whatever reason.
"Working Day"	means 9am to 5pm, Monday to Friday (inclusive), excepting all national Bank Holidays.
"the Work"	means the work to be carried out by the Employee pursuant to this Agreement.

It is Agreed: Start date As detailed in welcome letter located 200 Alcester St, Birmingham, B12 0NQ, or as directed by the Employer Remuneration to be agreed by separate negotiation

- Appointment
 - The Employer shall employ the Employee as a consultant.
 - For the purposes of the Act, the date continuous employment commences with the Employer is the same as the Start date. No employment with a previous employer shall count as part of the Employee's continuous employment with the Employer.
 - Should any assignment undertaken by the Employee stipulate that the Employer is restricted from providing services directly to the End Client except by contract through the Employers Client, then such restriction will apply to the Employee for the period specified within the Contract for Services between the Employer and the Employers Client. It is the Consultant's responsibility to confirm with the Company, whether any relevant contractual restrictions are in place, prior to undertaking any direct assignments with an End Client, whether as an employee or under any other third party agreement, to whom the Consultant has provided services, under the terms of this agreement.
 - The Employee warrants that, before accepting any offer of assignment, should the assignment dictate a requirement for certain qualifications, the Employee has such required qualifications.
 - The Employee warrants that, prior to accepting any assignment requiring a declaration on criminal convictions, they have made the Employer aware of any criminal convictions against the Employee including any criminal convictions not yet spent under the Rehabilitation of Offenders Act 1974.

2. Obligations of the Employee

- The Employee shall at all times:
 - carry out their work with reasonable care and skill and to the best of their abilities;
 - unless prevented by ill-health, accident or other incapacity, devote such of their time, attention and ability to the performance of their duties and obligations hereunder as from time to time is reasonably necessary for the performance of their work;
 - not without the prior written consent of the Employer commit or purport to commit the Employer to any legally-binding agreement or hold themselves out as being able to commit the Employer;
 - be present during the times or for the total number of hours during each day and/or week of each assignment hereunder as may be required to complete the assignment within the agreed timetable or as may be agreed with the Client(s).
 - The Employee agrees to comply with any rules or obligations relating to health and safety in force at the premises where the Work is performed from time to time, to the extent that they are reasonably applicable.
 - The Employee agrees to supply the Employer with such reports, returns and other information relating to the Work as the Employer may from time to time reasonably require.
 - The Employee by signing the Agreement verifies their entitlement to obtain work in the UK in accordance with the Asylum and Immigration Act 1996.
 - Should the Employee be a national of the Czech Republic, Estonia, Hungary, Latvia, Lithuania, Poland, Slovakia or Slovenia then the Employee shall register with the Home Office under the Worker's Registration Scheme. If the Employer does not receive a copy of the Employee's application, their Certificate of Registration or evidence of their exemption from the scheme within one month from the date of this Agreement, then the Employer reserves the right to terminate this Agreement with immediate effect and the Employee agrees they do not have a right to recourse of legal action.
 - If the Employee is working at a client site in the course of his or her employment they must be mindful that they are an Employee of the Employer and conduct themselves accordingly. Inappropriate conduct may result in summary dismissal or disciplinary action against the Employee.
 - Should any declarations made by the Employee to any party concerned with any assignment offered to or undertaken by the Employee, either prior to or during the course of this employment, including but not limited to declarations made relating to the Employee's criminal conviction disclosure as detailed in clause 1.5 or qualifications held as detailed in clause 1.4, be found to be untrue, then the Employer reserves the right to terminate this Agreement with immediate effect and the Employee agrees they do not have a right to recourse of legal action.

3. Liability

- The Employee is not to cause any loss, damage, or injury to any person or to be negligent in the conduct of their duties.
- The Employee agrees to ensure that in the event of them using any private vehicle for travelling, such vehicle has third party liability cover extended to include the relevant business use.
- Should any liability be brought against the Employer due to the failure of the Employee to observe the requirements of Clauses 1.2,3,4 and 5 then the Employer warrants that any such liability will be borne by the Employee.

4. Confidentiality & Ownership of Rights

- The Employee is aware that during the performance of the Work they may have access to and be entrusted with Confidential Information in respect of the Work.
- The Employee shall not during the continuance of this Agreement or for the period of twelve months after the termination of this Agreement (howsoever arising) except in the proper course of their duties or with the written consent of the Client(s):
 - disclose to any third party (except to an employee of the Client(s) authorised to receive the same);
 - use for their own purposes or for any purposes other than those of the Client(s); or
 - through any failure to exercise due care and diligence cause any unauthorised disclosure of
- The Confidential Information provided that this Clause shall not apply to any Confidential Information which enters the public domain other than directly or indirectly because of the default of the Employee.
- The Employee acknowledges that all Intellectual Property associated with or deriving from the business activities of the Client(s) and the Work (including without limitation all copyright in any materials supplied to or produced by the Client(s) in connection with the Work) are and shall remain (as between Client(s) and the Employee) vested absolutely in the Client(s). Furthermore, the Employee hereby assigns to the Client(s) any right it may hereafter acquire in any know-how, copyright, inventions, marks, names, works of authorship and materials developed, written or prepared by the Employee in relation to the performance of the Work, either alone or jointly with others and on whatever media, and on demand to do such acts and things and execute all such documents as the Client(s) shall deem necessary to vest such rights absolutely in the Client(s).

5. Health & Safety

- Notwithstanding the Client(s) health and safety responsibilities if any towards all personnel, its premises and the public, the Employee has a responsibility in accordance with the Health & Safety at Work Act and ancillary Regulations to:
 - work safely and use all equipment correctly according to operator instructions;
 - take reasonable care for the health and safety of other staff and the general public;
 - co-operate with the Employer and its Client(s) to ensure that all relevant provisions of the Act and Regulations are observed;
 - ensure that they understand and can carry out all emergency procedures, fire precautions and evacuation procedures laid down by the Client(s).
 - The Employee agrees not to engage in any conduct detrimental to the interests of the Employer or its Client(s).
 - The Employer prohibits the use of alcohol that negatively affects job performance. The Employer also prohibits the use of illegal drugs by the employee. Illegal drugs are defined as any prescription drug obtained other than by prescription, as well as commonly known drugs such as, but not limited to, marijuana, cocaine, speed or heroin. Breach of paragraph 5.3 is grounds for instant dismissal.
- Discipline and Grievance
 - The Employer's disciplinary rules and procedures and the grievance and appeal procedure in connection with these rules are set out within this document. Your contact in respect of this will be the Employer's Administrator.

7. Payment and Employer's Responsibilities

- The Employer shall remunerate the Employee for services at the rate agreed from time to time.
- Timesheets are to be submitted to the Client(s) no later than three Working Days from the end of the previously worked week or as at such time that the Client(s) reasonably request.
- All timesheets are to be signed by an authorised representative of the Client(s).
- The Employee will receive payment within four Working Days of the Employer receiving cleared and identified funds from the Client(s) in respect of the Work performed by the Employee. Where such funds are not received, a payment to the Employee cannot be made and the Employee expressly agrees to this under the Act.
- If the above conditions are not complied with and the Employee has no reasonable explanation, payment may be withheld for a further seven Working Days.

- Where the Employer has notified the Employee that an overpayment has been made to the Employee, the Employee irrevocably agrees that the overpayment will be recouped as a deduction from the following payment due to the Employee.
- The Employer shall be responsible for making all statutory deductions relating to Earnings Related Insurance and Income Tax Schedule E, in accordance with the Finance Act (No.2) 1975 and transmitting these to Her Majesty's Revenue and Customs.
- If the Employee has to work outside the UK for a period of time, he or she shall be paid in sterling and agrees that the length of time to be spent outside of the UK can be agreed by separate negotiation.
- The Employer utilises an expenses procedure, details of which are within the Employee literature provided. The Employee may claim expenses as set out in the procedure. If the Employee is in any doubt whether the expense will be reimbursed then they should seek the advice of the Employer prior to incurring any expenditure.
- The Employee is not entitled to secure payment from the Employer for:
 - absence due to unsubstantiated sickness;
 - work not duly authorised.
- In order to qualify for statutory sick pay, the Employee must notify the Employer no later than seven calendar days after the first day of sickness.
- The Employer provides access to a designated stakeholder pension scheme to the extent that it is required to do so as a matter of law.
- A contracting out certificate under the Pensions Act 1993 is not in force for the Employee's employment.
- The Employer and the Employee agree that the nature of the Work is such that there may be periods when no work is available.
- The Company holds Insurance Policies in relation to its employees as required in law.
- An Employee is entitled to statutory maternity, paternity and adoption pay and leave in accordance with legislation.

8. Holidays

- The Employee agrees that the "Leave Year" shall run from the 6th of April or at such date that the Employee commences employment (whichever is the later) to the 5th of April in the following year.
- The Employee is entitled to statutory annual leave in accordance with the Working Time Regulations 1998. Holiday pay will be paid proportionally in advance to the Employee with their normal pay and will be indicated separately on the Employee's pay advice.
- Any break taken as leave must be agreed with the Client(s) and notified to the Employer prior to any leave being taken in order that a record can be kept.
- The Employee is encouraged to take the full holiday entitlement in the relevant year, where full entitlement is not taken, up to 5 days may be carried over to the following year.

9. Termination

- Other than the termination of the contract by way of previous clauses at 2.5, 2.6, 2.7 and 5.3, the termination date shall be the later of the dates below:
 - A date agreed between both parties where a notice period will be served by the Employee if necessary;
 - The date the last payment was made to the Employee under section 6.
 - The employment will automatically terminate if no payment has been made to the Employee for a period of 6 weeks with the termination date being as set out in 9.2 above.

10. Notices

- Any notice required to be given under this Agreement shall be sent by prepaid, registered or recorded delivery post to the last known address or administration offices of the party and shall be deemed to be served two working days after it is posted. Any notice delivered by facsimile shall be deemed to be served within four hours of transmission. Any notice delivered by hand shall be deemed to be served at the time of delivery.

11. Force Majeure

- Neither the Employer nor the Employee shall be liable for any breach of its obligations under this Agreement resulting from causes beyond its reasonable control including but not limited to Acts of God, Act of Parliament, a public enemy, fires, floods, explosions, or other catastrophes, epidemics, quarantines restrictions or delays due to such cause or causes (Force Majeure) except that strikes, slowdowns or labour stoppages of any kind by the Employer or Employee shall not constitute "Force Majeure" under this Agreement.

12. Acceptance of Agreement

- All conditions in this principal Agreement known as "Terms and Conditions" are accepted. No variation or alteration of this Agreement shall be valid unless approved in writing by the Employer.
- Any work carried out under this Agreement by the Employee, which results in the Employer making a payment of any nature to the Employee, will have the effect of making this Agreement binding between the Employee and Employer.
- Should the Employee continue to provide the Work after receiving an amendment modifying the Agreement but before returning a signed copy to the Employer, the Employee shall be deemed to have accepted all Terms and Conditions of the modified Agreement.
- There are no collective agreements in place which have any effect on the Terms and Conditions of employment including those terms which are specified in this Agreement.
- This Agreement is contained fully in the Terms and Conditions of the Agreement and does not include any other implied terms between the Employer and Employee unless specifically agreed in writing by both parties.
- The Employee is under no obligation to accept an offer of employment but if they do so they shall at all times be bound by the terms of this Agreement.
- If any provision of this Agreement shall become void or unenforceable or found to be inoperative within any jurisdiction this shall affect neither the validity of that provision within any jurisdiction nor any of the remaining provisions of this Agreement.
- The Employer may terminate the Agreement with immediate effect if any of the Terms and Conditions of the Agreement are not met.
- In the event of any claim, dispute or difference arising out of or in connection with this Agreement the parties here to irrevocably agree and submit to the non-exclusive jurisdiction of the Courts of England & Wales.

DISCIPLINARY RULES AND PROCEDURES

This procedure sets out the action that will be taken when disciplinary rules are breached.

1. The Rules

- Breaches of the Company's disciplinary rules, which can lead to disciplinary action, are:
 - Failure to observe a health and safety requirement;
 - Theft or removal of the Company's or Client's property;
 - Loss, damage to or misuse of the Company's or Client's property through negligence or carelessness;
 - Conduct detrimental to the interests of the Company;
 - Incapacity for work due to being under the influence of alcohol or illegal drugs;
 - Physical assault;
 - Committing an act outside work or being convicted for a criminal offence which is liable to adversely affect the performance of the contract of employment and/or the relationship between the employee and the Company;

2. The Procedures

2.1. Informal Meeting

If as an employee you are not performing your work satisfactorily or you breach the disciplinary rules, the first step to remedy this will be an Informal Meeting in which both employer and employee can openly discuss the problems. The aim of the meeting is for both parties to understand what the problem has been, where both parties have been going wrong and agree what needs to be done to improve the situation. Notes of the problem, agreed action and when the action will be implemented by, as well as the date of the meeting, will be made and kept.

2.2. Formal Warning

If following the Informal Meeting, there has not been no material change and the agreed action has not been met, a Formal Meeting will be held. As your employer, if we are not satisfied by the explanation, we are entitled to write a letter explaining the problem and what action we want taken by you in order to improve the situation.

Three step process If further action is required the following steps will be followed:

- Written Statement We will issue a Written Statement setting out the problem and that it may result in disciplinary action or dismissal. All information will be presented in the Written Statement. This will be sent to you and a date to meet to discuss will be arranged.
- The Hearing The date both parties agree to meet will be arranged so as to give you plenty of time to consider the statement but not to the extent as to be a delay and cause unnecessary distress. You must take all reasonable steps to attend this meeting. You can ask a colleague or trade union representative to accompany you. Once the employee has had the opportunity to put their issues to the employer, the employer will give you a decision, which you have 5 days to appeal against.
- The Appeal Meeting You must notify the employer if you intend to appeal. Once you have done this, a letter will be sent to you confirming the date of the appeal meeting. Every attempt will be made to deal with this impartially and if possible by a more senior staff than in the Hearing. The same rules apply in this meeting as in the first Hearing. Once this meeting has concluded, the employee will be informed of the employer's decision, a letter issued to this effect and it will be made clear that this is the final decision.

3. The Grievance Procedure

A grievance is defined as some action that the employer or a colleague has taken or proposes to take which affects him or her and which the employee considers has been taken for a reason not connected with the way the job is done. As the employee, you should raise these issues as soon as possible on an informal basis to protect good working relationships. If the matter is not raised in writing and a 28-day period elapsed, you are not able to pursue the issue through an Employment Tribunal.

3.2 Three step process

- The Written Statement As the aggrieved employee it will be your responsibility to set out your grievances in writing and send a copy to your employer.
- The Meeting The employer will invite you to a meeting to discuss the grievance within a reasonable period of time. Once the meeting has closed, the employer will inform you of their decision.
- The Appeal If you are still dissatisfied with the outcome of the Meeting, then you should tell your employer you wish to appeal. Another meeting will be arranged with preferably a more senior representative of the employer chairing the meeting. The employer will inform you of the outcome and that it is its final decision.

Declaration: I have read and understand the acknowledgements found above. I confirm that all the information provided is correct to the best of my Knowledge.

Signed: Print: Date:

Return to: Backoffice UK Ltd, 200 Alcester Street, Birmingham, B12 0NQ Tel: 0800 008 6838 Fax: 0121 693 2461 Email: info@backoffice4u.co.uk

Example

Personal Details

Title	Mr <input checked="" type="checkbox"/>	Mrs <input type="checkbox"/>	Ms <input type="checkbox"/>	Miss <input type="checkbox"/>	Other (please state):										
First Name:	JOHN				Middle Name: ALAN										
Last Name:	SMITH														
Address:	73 BIRMINGHAM RD														
Area:	SUTTON COLDFIELD		City:	BIRMINGHAM											
Post Code:	B73 3DM		Date of Birth:	03/06/78											
Telephone No:	0121 733 7373		Mobile No:	07738 733 733											
Fax No:	0121 733 7474		Email:	jsmith@hotmail.co.uk											
NI No:	J	J	0	3	0	6	7	8	M	Nationality:	BRITISH				
Are you an EU national:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	I am not an EU national. I enclose a copy of my work permit:												
Job Title:	SITE MANAGER				Industry (e.g. Driving, Construction):	INDUSTRIAL									
Bank Name and Address:	HSBC, HIGH ST, BIRMINGHAM, B1 B73														
Sort Code:	4	0	3	0	2	0	Account No:	4	0	3	0	2	0	1	0
Account Name:	MR J SMITH										(e.g. Mr J Smith)				
Reference No (for building society accounts):															

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I would like to join the Accident Insurance Plan and agree to Backoffice deducting £3.00 per week from my wages.

Signed: *J. Smith*

Agency Details	Name of Employment Agency/Company:	LINK JOBS LTD
Agency Contact:	PAUL JONES	Agency Branch: BIRMINGHAM
Agency Tel No:	0121 722 7272	Agency Fax No: 0121 722 7271

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- 2.1 The Employee shall at all times:
 - 2.1.1 carry out their work with reasonable care and skill and to the best of their abilities;
 - 2.1.2 unless prevented by ill-health, accident or other incapacity, devote such of their time, attention and ability to the performance of their duties and obligations hereunder as from time to time is reasonably necessary for the performance of their work;
 - 2.1.3 not without the prior written consent of the Employer commit or purport to commit the Employer to any legally-binding agreement or hold themselves out as being able to commit the Employer.
- 2.1.4 be present during the times or for the total number of hours during each day and/or week of each assignment hereunder as may be required to complete the assignment within the agreed timetable or as may be agreed with the Client(s).
- 2.2 The Employee agrees to comply with any rules or obligations relating to health and safety in force at the premises where the Work is performed from time to time, to the extent that they are reasonably applicable.
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 - 4.2.3 disclose to any third party (except to an employee of the Client(s) authorised to receive the same);
 - 4.2.4 use for their own purposes or for any purposes other than those of the Client(s); or
 - 4.2.5 through any failure to exercise due care and diligence cause any unauthorised disclosure of
- 4.2.6 the Confidential Information provided that this Clause shall not apply to any Confidential Information which enters the public domain other than directly or indirectly because of the default of the Employee.
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 - 5.1.3 work safely and use all equipment correctly according to operator instructions;
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- 7.7 The Employer shall be responsible for making all statutory deductions relating to Earnings Related Insurance and Income Tax Schedule E, in accordance with the Finance Act (No.2) 1975 and transmitting these to Her Majesty's Revenue and Customs.
- 7.8 If the Employee has to work outside the UK for a period of time, he or she shall be paid in sterling and agrees that the length of time to be spent outside of the UK can be agreed by separate negotiation.
- 7.9 The Employer utilises an expenses procedure, details of which are within the Employee literature provided. The Employee may claim expenses as set out in the procedure. If the Employee is in any doubt whether the expense will be reimbursed then they should seek the advice of the Employer prior to incurring any expenditure.
- 7.10 The Employee is not entitled to secure payment from the Employer for:
 - 7.10.3 absence due to unsubstantiated sickness;
 - 7.10.4 work not duly authorised.
- 7.11 In order to qualify for statutory sick pay, the Employee must notify the Employer no later than seven calendar days after the first day of sickness.
- 7.12 The Employer provides access to a designated stakeholder pension scheme to the extent that it is required to do so as a matter of law.
- 7.13 A contracting out certificate under the Pensions Act 1993 is not in force for the Employee's employment.
- 7.14 The Employer and the Employee agree that the nature of the Work is such that there may be periods when no work is available.
- 7.15 The Company holds Insurance Policies in relation to its employees as required in law.
- 7.16 An Employee is entitled to statutory maternity, paternity and adoption pay and leave in accordance with legislation.

8. Holidays

- 8.1 The Employee agrees that the "Leave Year" shall run from the 6th of April or at such date that the Employee commences employment (whichever is the later) to the 5th of April in the following year.
- 8.2 The Employee is entitled to statutory annual leave in accordance with the Working Time Regulations 1998. Holiday pay will be paid proportionally in advance to the Employee with their normal pay and will be indicated separately on the Employee's pay advice.
- 8.3 Any break taken as leave must be agreed with the Client(s) and notified to the Employer prior to any leave being taken in order that a record can be kept.
- 8.4 The Employee is encouraged to take the full holiday entitlement in the relevant year, where full entitlement is not taken, up to 5 days may be carried over to the following year.

9. Termination

- 9.1 Other than the termination of the contract by way of previous clauses at 2.5, 2.6, 2.7 and 5.3, the termination date shall be the later of the dates below:
 - 9.2 A date agreed between both parties where a notice period will be served by the Employee if necessary;
 - 9.3 The date the last payment was made to the Employee under section 6.
 - 9.4 The employment will automatically terminate if no payment has been made to the Employee for a period of 6 weeks with the termination date being as set out in 9.2 above.

10. Notices

- 10.1 Any notice required to be given under this Agreement shall be sent by prepaid, registered or recorded delivery post to the last known address or administration offices of the party and shall be deemed to be served two working days after it is posted. Any notice delivered by facsimile shall be deemed to be served within four hours of transmission. Any notice delivered by hand shall be deemed to be served at the time of delivery.

11. Force Majeure

- 11.1 Neither the Employer nor the Employee shall be liable for any breach of its obligations under this Agreement resulting from causes beyond its reasonable control including but not limited to Acts of God, Act of Parliament, a public enemy, fires, floods, explosions, or other catastrophes, epidemics, quarantines restrictions or delays due to such cause or causes (Force Majeure) except that strikes, slowdowns or labour stoppages of any kind by the Employer or Employee shall not constitute "Force Majeure" under this Agreement.

12. Acceptance of Agreement

- 12.1 All conditions in this principal Agreement known as "Terms and Conditions" are accepted. No variation or alteration of this Agreement shall be valid unless approved in writing by the Employer.
- 12.2 Any work carried out under this Agreement by the Employee, which results in the Employer making a payment of any nature to the Employee, will have the effect of making this Agreement binding between the Employee and Employer.
- 12.3 Should the Employee continue to provide the Work after receiving an amendment modifying the Agreement but before returning a signed copy to the Employer, the Employee shall be deemed to have accepted all Terms and Conditions of the modified Agreement.
- 12.4 There are no collective agreements in place which have any affect on the Terms and Conditions of employment including those terms which are specified in this Agreement.
- 12.5 This Agreement is contained fully in the Terms and Conditions of the Agreement and does not include any other implied terms between the Employer and Employee unless specifically agreed in writing by both parties.
- 12.6 The Employee is under no obligation to accept an offer of employment but if they do so they shall at all times be bound by the terms of this Agreement.
- 12.7 If any provision of this Agreement shall become void or unenforceable or found to be inoperative within any jurisdiction this shall effect neither the validity of that provision within any jurisdiction nor any of the remaining provisions of this Agreement.
- 12.8 The Employer may terminate the Agreement with immediate effect if any of the Terms and Conditions of the Agreement are not met.
- 12.9 In the event of any claim, dispute or difference arising out of or in connection with this Agreement the parties here to irrevocably agree and submit to the non-exclusive jurisdiction of the Courts of England & Wales.

DISCIPLINARY RULES AND PROCEDURES

This procedure sets out the action that will be taken when disciplinary rules are breached.

1. The Rules

- 1.1 Breaches of the Company's disciplinary rules, which can lead to disciplinary action, are:
 - Failure to observe a health and safety requirement;
 - Theft or removal of the Company's or Client's property;
 - Loss, damage to or misuse of the Company's or Client's property through negligence or carelessness;
 - Conduct detrimental to the interests of the Company;
 - Incapacity for work due to being under the influence of alcohol or illegal drugs;
 - Physical assault;
 - Committing an act outside work or being convicted for a criminal offence which is liable to adversely affect the performance of the contract of employment and/or the relationship between the employee and the Company;

2. The Procedures

2.1. Informal Meeting

If as an employee you are not performing your work satisfactorily or you breach the disciplinary rules, the first step to remedy this will be an Informal Meeting in which both employer and employee can openly discuss the problems. The aim of the meeting is for both parties to understand what the problem has been, where both parties have been going wrong and agree what needs to be done to improve the situation. Notes of the problem, agreed action and when the action will be implemented by, as well as the date of the meeting, will be made and kept.

2.2. Formal Warning

If following the Informal Meeting, there has not been no material change and the agreed action has not been met, a Formal Meeting will be held. As your employer, if we are not satisfied by the explanation, we are entitled to write a letter explaining the problem and what action we want taken by you in order to improve the situation.

2.3. Three step process If further action is required the following steps will be followed:

2.3.1. Written Statement We will issue a Written Statement setting out the problem and that it may result in disciplinary action or dismissal. All information will be presented in the Written Statement. This will be sent to you and a date to meet to discuss will be arranged.

2.3.2. The Hearing The date both parties agree to meet will be arranged so as to give you plenty of time to consider the statement but not to the extent as to be a delay and cause unnecessary distress. You must take all reasonable steps to attend this meeting. You can ask a colleague or trade union representative to accompany you. Once the employee has had the opportunity to put their issues to the employer, the employer will give you a decision, which you have 5 days to appeal against.

2.3.3. The Appeal Meeting You must notify the employer if you intend to appeal. Once you have done this, a letter will be sent to you confirming the date of the appeal meeting. Every attempt will be made to deal with this impartially and if possible by more senior staff than in the Hearing. The same rules apply in this meeting as in the first Hearing. Once this meeting has concluded, the employee will be informed of the employer's decision, a letter issued to this effect and it will be made clear that this is the final decision.

3. The Grievance Procedure

3.1 A grievance is defined as some action that the employer or a colleague has taken or proposes to take which affects him or her and which the employee considers has been taken for a reason not connected with the way the job is done. As the employee, you should raise these issues as soon as possible on an informal basis to protect good working relationships. If the matter is not raised in writing and a 28-day period elapsed, you are not able to pursue the issue through an Employment Tribunal.

3.2 Three step process

3.2.1 The Written Statement As the aggrieved employee it will be your responsibility to set out your grievances in writing and send a copy to your employer.

3.2.2 The Meeting The employer will invite you to a meeting to discuss the grievance within a reasonable period of time. Once the meeting has closed, the employer will inform you of their decision.

3.2.3 The Appeal If you are still dissatisfied with the outcome of the Meeting, then you should tell your employer you wish to appeal. Another meeting will be arranged with preferably a more senior representative of the employer chairing the meeting. The employer will inform you of the outcome and that it is its final decision.

Declaration: I have read and understand the acknowledgements found above. I confirm that all the information provided is correct to the best of my Knowledge.

Signed: *J. Smith* Print: **JOHN SMITH** Date: **01/01/08**