

## Terms and conditions of employment

Name of employer: Forest ("we", "us" or the "Company")

Name of employee: \_\_\_\_\_

### **1 GENERAL**

- 1.1 This document sets out the terms and conditions of your Employment ("Employment Contract") including the particulars of employment that the Company is required to provide under the terms of the Employment Rights Act 1996.
- 1.2 This Employment Contract supersedes any previous agreement whether verbal or written given to you at any time.
- 1.3 The first 3 months of the Employment will be a probationary period. The Company reserves its right to extend the probationary period at its discretion should this be considered necessary.

### **2 DATE OF COMMENCEMENT OF EMPLOYMENT**

- 2.1 Your Employment with the Company began on \_\_\_\_\_
- 2.2 Your Employment with any previous employer does not count as part of your continuous period of employment with the Company.
- 2.3 The completion or termination of an assignment does not affect the continuity of your Employment with the Company.

### **3 JOB DESCRIPTION AND DUTIES**

- 3.1 You are employed by the Company in such capacity and at such times as may be set out from time to time in your assignment notification in relation to services for the benefit of its end user clients.
- 3.2 You are employed on the basis that:
  - 3.2.1 the Company shall from time to time assign you to perform services for third parties ("end users") that the Company is under contract to via staffing companies and the like ("staffing companies") (such end users and staffing companies being referred to in this Agreement as the "clients"); you shall supply such services in such capacity and for such hours per week and on such other basis as may be set out from time to time in your assignment notification in relation to projects and other forms of work for the benefit of the clients (the "assignments");
  - 3.2.2 you will perform services on such assignments for the end user who is using your day to day services in connection with that assignment;

- 3.2.3 you will, when on assignment, be obliged to work on that assignment and, when not on assignment, subject to clause 3.2.4 below, be obliged to make yourself reasonably available for and help find other assignments. You and the Company expect you to be available for a reasonable amount of work on assignments because your services are highly valued and likely to be frequently called upon. Payments for the periods between assignments relate amongst other things to this obligation; and
- 3.2.4 you acknowledge that there may be periods when there is no assignment work available for you. During periods where there is no assignment you will work for the Company, whether by seeking new assignment work or otherwise for a minimum of an hour each day, Monday to Friday.
- 3.3 This description does not limit your duties, and the Company may require you from time to time to do any work within your capacity to meet the reasonable needs of the business.
- 3.4 You will comply with all the Company's rules, regulations and policies and with the Company's lawful instructions. In addition, you will observe and comply with any rules, regulations, procedures and policies of the Company's clients to the extent that such rules, regulations, procedures and policies apply to you whilst working at their premises. Such rules will apply, without limitation, to any client security requirements, quality requirements and health and safety procedures.
- 3.5 You will use reasonable care and skill in carrying out your duties under this contract of Employment, and will take all reasonable steps to preserve and protect Company and client property, goodwill and reputation.
- 3.6 You will immediately notify the Company:
- 3.6.1 of any complaints raised by the Company's client regarding the services you perform, or any difficulties or problems you are aware of during your Employment;
- 3.6.2 of any other work you undertake outside this Employment Contract including any work you undertake through an employment business or a company (including, without limitation, an umbrella company) other than the Employer;
- 3.6.3 of any error in payment received under clause 5 including under and over payments;
- 3.6.4 if during your Employment you are arrested, charged with, summonsed for, or convicted of a criminal offence of any nature.
- 3.7 Subject to clause 11 you will remain employed by the Company during any period you are not working on an assignment. Likewise, termination or cancellation of any assignment will not automatically terminate your Contract of Employment, nor will it affect your continuity of employment with the Company.

- 3.8 During any period when you are not on assignment, including during any notice period given in accordance with clause 11, if requested by the Company, you agree not to contact such persons as the Company may reasonably specify.
- 3.9 The Company shall use reasonable endeavours to support you in finding assignments but it is primarily your responsibility as an employee of the Company to find assignments and you should note that the Company is not in the business of providing work-finding services as an employment agency or employment business. You acknowledge that there may be periods when there is no work on assignment available for you.
- 3.10 You shall not hold yourself out as authorised to and shall not pledge the Company's credit, sign any document, enter into any agreement, make any promise or make any representation on behalf of the Company, save that the Company will rely on your efforts in helping find reputable clients for whom you will perform assignments and, in so doing you will act on behalf of the Company albeit without authority to enter on behalf of the Company into any contractual or other obligation in relation to an assignment.

#### **4 PLACE OF WORK**

- 4.1 Your normal place of work is the place at which you from time to time notify us that you live. The tasks to be carried out under an assignment will be allocated to you at this address. The Company may from time to time require you to work at client's premises on a temporary basis for the period specified in the relevant assignment notification or at other locations on a permanent or temporary basis to perform your duties of Employment.

#### **5 REMUNERATION**

- 5.1 Payments are made by BACS to your bank account, details of which you have supplied and confirmed to us.
- 5.2 Your pay is payable at weekly intervals (or such longer intervals as may from time to time be notified in relation to particular assignments) in arrears on the basis from time to time agreed with you and will be calculated as follows:
- 5.2.1 when working on assignments you will be paid at the "assignment rate". The assignment rate will be the national minimum wage. In addition to this basic pay you may be eligible from time to time to a bonus in respect of work on assignments. The bonus applicable to any assignment will vary from assignment to assignment and will be notified to you prior to commencement of each assignment but in any event shall not be payable unless and until the Company has been paid in full for your work in the relevant assignment, you having a responsibility to help the Company receive payment for the assignment.

- 5.2.2 it is expected that throughout your Employment you will be on assignment in a series of temporary assignments. At your election your total gross earnings from this employment (including any bonus payment you make become eligible for in accordance with clause 5.2.1) shall include an advance payment equivalent to the national minimum wage for periods when you are not on assignment, such pay reflecting your ongoing commitments to the Company between assignments. If you wish to stop receipt of these advance payments please notify us 4 weeks in advance.
- 5.2.3 total pay shall be: Assignment pay at the assignment rate, plus any bonus agreed on an assignment by assignment basis and/or advance payment (adjusted per clause 5.2.3 from time to time)
- 5.3 The total gross pay (less any allowable expenses) is subject to PAYE and National Insurance contributions.
- 5.4 Total pay is calculated by reference to a timesheet to be completed by you and, in the case of time spent on assignments, also authorised by an authorised representative of the end user who is using your services in connection with that assignment. You shall provide the Company with the completed timesheets on such basis and within such timeframes as are agreed from time to time and set out in your assignment notification. You must submit a timesheet for each relevant period (specified in your assignment notification from time to time in force) you are employed by the Company including during periods when you are not working on an assignment and periods when you are absent on annual leave or otherwise unable to provide the services.
- 5.5 Eligibility to be paid at a rate greater than the national minimum wage is conditional on you performing your duties which include ensuring that the end user pays the staffing company and the staffing company pays the Company. This is because you are to a greater or lesser extent in each assignment involved in selecting the end user and/or staffing company, and we rely on your efforts in selecting such clients on our behalf, and such efforts are rewarded in such rates.

## **6 EXPENSES**

- 6.1 In addition to your pay you will be reimbursed for allowable travel and related expenses on the basis set out in the Company's expenses guidelines from time to time. You must submit an expenses claim form and any supporting evidence reasonably required by the Company to your consultant (the form will be provided to you). For the avoidance of doubt, all travel and related expenses in connection with assignments will be subject to PAYE and NICs unless and until the Company considers, in its reasonable opinion, that it is able (pursuant to section 339 of ITEPA 2003) to pay them gross. It will form this opinion when you have satisfied it that you are intending that the relationship between you and the Company will indeed involve a succession of assignments with end users.

- 6.2 If, through any failure on your part, for example your failure to obtain successive assignments whilst employed by the Company and/or your apparent lack of commitment to obtain such successive assignments, HMRC determines that in fact any place of work at which an assignment is performed becomes a permanent place of work the Company shall be entitled immediately:
- 6.2.1 to cease paying travel subsistence and accommodation expenses relating to that assignment on a tax free basis;
  - 6.2.2 to deduct from any sums to be paid to you an amount on account of any assessment raised, or likely in the reasonable opinion of the Company to be raised, by HMRC in respect of such expenses; and
  - 6.2.3 otherwise to recover from you as a debt an amount on account of any assessment raised, or likely in the reasonable opinion of the Company to be raised, by HMRC in respect of such expenses.

## **7 HOURS OF WORK**

- 7.1 Your precise hours of work in any day or week or longer period will vary from assignment to assignment and will be notified to you at the commencement of each assignment, and it may therefore be necessary to adjust or exceed the minimum hours in order to ensure that your duties in accordance with your terms of Employment are properly performed. When performing assignments you will be expected to work such lawful hours as the Company agrees with the client.
- 7.2 You hereby agree that the 48 hour limit specified in the Working Time Regulations 1998 shall not apply to this Employment. You have the right to give the Company not less than three months' notice in writing to withdraw such agreement.
- 7.3 You agree that in accordance with clause 3.2.4 above, you will work for the Company during periods when there is no assignment work available to you, whether by seeking a new assignment or otherwise, for a minimum of an hour each day, Monday to Friday.

## **8 HOLIDAYS AND HOLIDAY PAY**

- 8.1 You are entitled to 28 days annual leave in the full working year (260 working days) and the holiday year shall be deemed to run up to each anniversary of commencement of Employment. If you work less than 260 days in a full working year your entitlement will be pro-rated accordingly e.g. if you work 130 days in one year you will be entitled to 14 days' annual leave.
- 8.2 You shall take your holiday at such times as the Company shall reasonably require, it being agreed that any time between assignments shall be taken as holiday unless otherwise agreed by the Company. Holiday accrued but unused may not be carried over from one holiday year to another.

## **9 SICKNESS ABSENCE AND SICK PAY**

9.1 The rules as set out in the Employee Handbook apply.

## **10 PENSION SCHEME & RETIREMENT**

10.1 The company operates a stakeholder pension scheme which you may be entitled to join.

10.2 The Company will not make any contributions to the pension plan on your behalf.

10.3 A contracting-out certificate under the Pension Schemes Act 1993 is not in force in respect of your employment.

## **11 TERMINATION OF EMPLOYMENT**

11.1 After 1 month's continuous Employment you are entitled to receive not less than 1 week's notice to terminate your Employment.

11.2 After 2 years' continuous Employment the period of notice required to be given by the Company becomes 2 weeks and thereafter will increase by one week for each subsequent year of continuous Employment up to a maximum of 12 weeks.

11.3 During your first 2 years' continuous Employment the period of notice you are required to give the Company is 1 week and thereafter will increase to 4 weeks.

11.4 In accordance with the Company's rules and dismissal and disciplinary procedures the Company is entitled to dismiss you without notice in the event of serious misconduct and/or serious negligence. For the avoidance of doubt, acts or behaviour which constitute serious misconduct shall be taken to include (but not restricted to) the following:

11.4.1 theft or attempted theft from the Company, its clients or their employees. For the avoidance of doubt this shall include, without limitation, falsifying timesheets or otherwise claiming that you worked on assignment during hours in which you did not in fact work;

11.4.2 fraud;

11.4.3 rude offensive and threatening behaviour to the Company, its clients or their employees;

11.4.4 malicious damage to property, including the introduction of viruses and other damage to computer systems;

11.4.5 breaches of the Company or client internet use policy, including downloading pornographic or other prohibited or illegal material;

11.4.6 breach of confidentiality;

- 11.4.7 negligence resulting in serious loss, damage or injury to the Company, its clients or their employees;
  - 11.4.8 serious breaches of Health and Safety regulations;
  - 11.4.9 attempting to perform any duties while under the influence of alcohol and/or drugs;
  - 11.4.10 failure to notify us promptly of any period in which you anticipate not being on assignment;
  - 11.4.11 failure to report for work;
  - 11.4.12 failure to notify the Company promptly in accordance with clause 3.6.2 if you undertake work outside this Employment Contract;
  - 11.4.13 refusal to accept an offer of work under an assignment;
  - 11.4.14 conviction for any serious criminal offence; and
  - 11.4.15 failure to submit timesheets in respect of work done by you.
- 11.5 The Company reserves the right at any time in its absolute discretion to make a payment of basic salary in lieu of all or any part of your entitlement to notice.

## **12 DISCIPLINARY RULES**

- 12.1 The disciplinary rules applicable to your Employment are set out in the Company's Dismissal and Disciplinary Procedure, details of which are contained in the Employee Handbook. The Dismissal and Disciplinary Procedure is not contractual and the Company may change the terms of the dismissal and disciplinary procedure at any time at its absolute discretion. The Company reserves the right to discipline the Employee in relation to any client complaint regardless of whether the assignment to which the complaint relates is continuing at the date of such complaint or disciplinary action.
- 12.2 The Company expressly reserves the right to suspend you from Employment or an assignment pending investigation of any disciplinary or related matters. During any such period of suspension you will continue to be paid your full basic wage.
- 12.3 The Company also reserves the right to suspend you with or without pay as a form of sanction for disciplinary offences. If you are suspended without pay, suspension will be for a period not exceeding 7 days.

### **13 DISCIPLINARY APPEALS**

- 13.1 If you are dissatisfied with any disciplinary decision affecting you or any decision to dismiss you, you should raise this in writing with your consultant, giving the grounds for your appeal. The appeal must be lodged within 5 working days of the disciplinary decision or decision to dismiss you being confirmed to you in writing. In respect of any appeal you should always follow the Appeals Procedure set out in the Company's Dismissal and Disciplinary Procedure.

### **14 GRIEVANCE PROCEDURE**

- 14.1 If you have any grievance relating to your Employment, you should first raise this orally/in writing with your consultant. If the matter is not resolved at that level you should follow the Company's Grievance Procedure, details of which are contained in the Employee Handbook. There is a right of appeal as set out in the Grievance Procedure. The Grievance Procedure is not contractual.

### **15 DEDUCTIONS**

- 15.1 The Company is authorised, without further agreement, to deduct from pay any sums due to the Company including, by way of example, any overpayment or any outstanding loans or advances, or any sum in respect of breach of clause 22. If the final payment is insufficient to allow for the whole of any such deduction, you will be required to repay the outstanding amount due to the Company within 1 month of the termination of your Employment.
- 15.2 Where any losses are sustained in relation to the property or money of the Company or any client of the Company during the course of the Employment caused through your carelessness, negligence, recklessness or through a breach of the Company's rules or dishonesty on your part, the Company reserves the right to require you to repay any of the said losses (including the value of replacement or repair of any property), either by deduction from pay or other method acceptable to the Company.
- 15.3 The Company also reserves the right to withhold payment in accordance with clause 5, or deduct from pay a days' pay for each day of unauthorised absence, and deduct from any monies due to you on termination any pay received for holiday taken in excess of your accrued entitlement.

### **16 HEALTH & SAFETY**

- 16.1 You are contractually required to comply with the health and safety rules that are in place at any premises you may be required to attend while on assignments.



## **17 COLLECTIVE AGREEMENTS**

17.1 There are no collective agreements relevant to your Employment.

## **18 REGULATORY ISSUES**

18.1 From time to time the Company's clients may fall within the definition of an Employment Agency or an Employment Business as defined in The Conduct of Employment Agencies and Employment Business Regulations 2003 ("Regulations"). The Regulations contain a provision allowing you to opt-out of some parts of the Regulations. You confirm that you wish to opt-out of the Regulations and hereby give the Company authority to sign any opt-out agreement or notice on your behalf. You also agree to sign a separate confirmation of your wish to opt out if requested to do so by the Company or the agency. We confirm that we will similarly agree to opt out to give legal effect to your opt out. Without limitation to your right to withdraw your agreement to opt out of the Regulations, you agree that an opt-out notice may be given in accordance with Regulation 32 of the Regulations on each occasion that you or a client of the Company inform the Company of a new project.

18.2 The Company does not consider itself to be an employment business or employment agency for the purposes of the Regulations. To the extent that the Regulations apply to any aspect of its activities in relation to you, it shall operate as an employment business, but you hereby agree that in respect of all employment hereunder the staffing company/ies via which you are supplied to end users shall perform all obligations relating to an employment business for the purposes of the Regulations.

## **19 COMPUTER EQUIPMENT & DATA PROTECTION**

19.1 Details of the Company's Data Protection policy are set out in the Employee Handbook.

19.2 By signing these Terms and Conditions you consent to the Company and/or relevant clients Processing Personal Data and Sensitive Personal Data before, during, and after your Employment for the purposes set out in clause 8 of the Rules and Procedures section of the Employee Handbook. In particular, by signing these Terms and Conditions you confirm that you are aware of and consent to the retention, use, disclosure or Processing of your Personal Data and Sensitive Personal Data as detailed in clause 7.2 of the Rules and Procedures contained in the Employee Handbook.

19.3 By signing these Terms and Conditions you also consent to the transfer or export of your Personal Data outside the EEA for any purpose connected with your Employment.

19.4 You shall not do or permit anything to be done which might cause the Company, a client, or any other intermediary involved in supplying your services to clients, to breach the Data Protection Act 1998 and/or any European Directives and regulations in relation to the protection and transfer of personal data.

## **20 CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY**

- 20.1 You must not, during or after your Employment, disclose any information belonging to or in respect of the Company or its clients, and their customers, suppliers and contractors. All information in respect of the Company or its clients, and their businesses, and in respect of their customers, suppliers and contractors and their businesses, is confidential whatever its content. You have a personal responsibility to protect and maintain confidentiality of that information. You must not, except as authorised or required by law or your Employment duties, reveal any confidential information relating to the Company or its clients or any of their customers, suppliers or contractors or any third party. This obligation will continue after the termination of your Employment. You may be required as a condition of your Employment to sign an express confidentiality undertaking in respect of these matters.
- 20.2 All rights in the nature of intellectual property rights (including but not limited to copyright) arising in any work created during this Employment which relate or are capable of being used by the Company or its clients with which you are or have been concerned to a material degree must be promptly disclosed to the Company and shall vest in the Company. Should the Company be required by any contract with the Company's clients or other third party to pass on any intellectual property rights, you will cooperate in any formal steps required by the Company to put that obligation into effect, including, but not limited to, signing any document required by the Company, its clients, or other third party in order to assign to the person for whose ultimate benefit your services are performed in the Employment all intellectual property rights in the work you do.

## **21 POST TERMINATION RESTRICTIONS**

- 21.1 You acknowledge and accept that the services of the Company involve you being introduced to end users and that, accordingly, the Company and the staffing companies through which your services are supplied have a legitimate business interest to protect by ensuring that you do not provide services to end users within a reasonable period after you cease providing services through the Company.
- 21.2 Save to the extent stated otherwise in any notification to you from us about your assignment, you agree that for a period of 6 months following the termination of your Employment, you will not, without the prior written consent of the Company, directly or indirectly, on your own behalf or in conjunction with or on behalf of others:
- 21.2.1 attempt to solicit, canvas, approach, entice away, engage or employ any person employed by the Company or any end user, and with whom you had material contact during the last 6 months of your Employment; or

21.2.2 enter into (or approach with a view to entering into) a contract to provide services (in any capacity), or be in any way concerned with, an end user for whom you have performed similar services during the last 6 months of your Employment, provided that nothing in this clause 21 shall prohibit you from seeking or procuring orders for or doing business or providing services not related to, or similar to, the services with which you were concerned during this Employment.

21.3 The provisions of this clause 21 shall apply only to assignments in respect of which you have Opted-Out pursuant to the Conduct of Employment Agencies and Employment Businesses Regulations 2003.

## **22 COMPANY PROPERTY**

22.1 On termination of your Employment for whatever reason you must return all Company and client property including, but not limited to, documents (in hard copy or machine readable form), client data, vehicles, motor car and office keys, security passes, credit cards, phones, computers, tools and other office equipment.

## **23 GENERAL**

23.1 The Company reserves the right to vary this Employment Contract which will be notified to you in writing within one month of such variation. Such changes will be deemed to be accepted by you unless you notify the Company of any objections within 2 weeks of receipt of the notice of variation.

23.2 This Employment Contract sets out the entire agreement and understanding of the parties and are in substitution of any previous written or oral agreements between the parties.

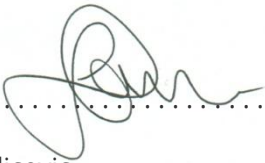
23.3 If any provision of this of Employment Contract is held invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions will not in any way be affected or impaired thereby.

23.4 Any failure by the Company to enforce its rights under this Employment Contract does not constitute acceptance of any breach, or waiver of its rights in relation to such a breach. For the avoidance of doubt, the Company reserves the right to take enforcement action at any time following a breach of these Terms and Conditions by you.

23.5 Any waiver by the Company of a breach by you of any part of this Employment Contract shall not be construed as a waiver of any subsequent breach of the same or any other provision hereof.

23.6 This Employment Contract shall be construed in accordance with the laws of England and shall be subject to the exclusive jurisdiction of the English courts.

23.7 None of the provisions of this Employment Contract are intended to be for the benefit of, or enforceable by, third parties (other than permitted assignees of the Company who shall be entitled to enforce the provisions of these Terms and Conditions as if original parties to it) and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.

Signed: .....  


Date: \_\_\_\_\_

Jovan Pavlicevic

(on behalf of the Company)

Signed electronically by: \_\_\_\_\_

Date: \_\_\_\_\_

