

## WITHIN THIS WRITTEN STATEMENT OF PARTICULARS OF EMPLOYMENT FOR SEARCH ASSOCIATES THE FOLLOWING DEFINITIONS SHALL APPLY:

**Actual Rate of Pay** means, unless and until you have completed the Qualifying Period, the rate of pay which you will be paid for each hour worked during an Assignment (rounded up to the nearest quarter hour).

**Actual QP Rate of Pay** means the rate of pay, which you will be paid for each hour worked during an Assignment (rounded up to the nearest quarter hour), if and when you complete the Qualifying Period.

**Agency Workers Regulations** means the Agency Workers Regulations 2010, as may be amended from time to time, a copy of which may be downloaded at [www.legislation.gov.uk](http://www.legislation.gov.uk)

**Assignment** means each supply by the Company of the Search Associate to provide work services to any Client in accordance with these Terms and Conditions and 'Assign' or 'Assigned' shall be construed accordingly.

**Assignment Letter** means written confirmation of the assignment details to be given to you upon acceptance of the Assignment.

**Calendar Week** means any period of 7 days starting with the same day as the first day of the First Assignment.

**Client** means the person, firm or company to whom you are Assigned.

**Client's Group** means (a) any individual, company, partnership, statutory body or other entity which from time to time Controls the Client, 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 Client, including (but not limited to) as a subsidiary or holding company as defined in section 1159 of the Companies Act 2006.

**Company** means Search Consultancy Limited, a private limited company registered in Scotland with registered number SC105640 having its registered office at Atrium Court, 5<sup>th</sup> Floor, 50 Waterloo Street, Glasgow, G2 6HQ.

**Conduct Regulations** means the Conduct of Employment Agencies and Employment Businesses Regulations 2003.

**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.

**Emoluments** means any pay or benefits in addition to the Actual QP Rate of Pay. Effective Date means the commencement date of the Assignment directly following upon your signature of these Terms and Conditions.

**First Assignment** means (a) the relevant Assignment or (b) if, prior to the relevant Assignment (i) you have worked in any assignment in the same role with the relevant Client as the role in which you work in the relevant Assignment; and (ii) the relevant Qualifying Period commenced in any such assignment, that assignment. For the purposes of this defined term an assignment is a period of time during which you are supplied by one or more Temporary Work Agencies to the relevant Client to work temporarily for and under the supervision and direction of the relevant Client.

**Intellectual Property** means any and all present and future intellectual and industrial property and all rights therein in any part of the world including, without limitation, any patent, patent application, trade mark, trade mark application, registered design, registered design application, trade name, trade secret, business name, discovery, invention, process, formula, know-how, specification, improvement, technique, copyright, unregistered design right, technical information or drawing including rights in computer software, database rights and topography rights.

**Qualifying Period** means 12 continuous Calendar Weeks during the whole or part of which you are supplied by one or more Temporary Work Agencies to the relevant Client to work temporarily for and under the supervision and direction of the relevant Client, in the same role, as more fully described in Regulation 7 of the Agency Workers Regulations.

**Search Associate** means the person who has signed below as the Search Associate and agreed to be bound by the Terms and Conditions.

**Temporary Work Agency** means a person who supplies individuals to work temporarily for and under the supervision and direction of hirers or has paid for or received or forwarded payment for individuals' services, when such individuals have been supplied to work temporarily for and under the supervision and direction of hirers. For the purposes of this defined term, a "hirer" is a person engaged in economic activity to whom individuals are supplied, to work temporarily for and under the supervision and direction of that hirer, all as more fully described in Regulation 4 of the Agency Workers Regulations. For the purposes of Regulation 14(1) of the Conduct of Employment Agencies Regulations 2003, the Company will operate as an employment business in relation to you.

**Type of Work** means any types of work, which you have the skills, experience and qualifications to carry out as specified in the Search registration form.

**Terms and Conditions** means all terms and conditions comprised within this Written Statement of Particulars of Employment for Search Associates.

**You or you** means the Search Associate and 'Your' or 'your' shall be construed accordingly. In line with the terms of the Employment Rights Act 1996, this document provides details of your Terms and Conditions with the Company. In addition to this document, specific details of any Assignment, which is offered to and accepted by you will be confirmed in a separate Assignment letter.

## 1. JOB TITLE AND DUTIES

a) You agree that the Company employs you, under a contract of service, with commencement

from the Effective Date. Your continuous service commences on the Effective Date and no employment with a previous employer counts as part of your period of continuous employment with the Company.

b) You will be Assigned from time to time to carry out work services for Clients in your capacity as a Search Associate.

c) In carrying out any work services, you agree to work under the direction of the Client at whose premises you are Assigned to work, from time to time, and to carry out those duties in a loyal and trustworthy manner.

d) You agree that you may be transferred to a new Assignment at any time, without restriction as to location or Client, as directed by the Company.

e) You agree that the Company or the Client may terminate an Assignment at any time without prior notice or liability to you. Termination of an Assignment is not termination of your employment.

f) Whilst employed by the Company, you must comply with all of the Company's rules, regulations and policies from time to time in force and any rules, which the Client may require you to observe whilst working on their premises.

g) The Company will endeavour to obtain suitable assignments for you to perform the Type of Work and, in this capacity, the Company will operate as an Employment Business under and as defined in the Conduct Regulations. You acknowledge that there may be times when no assignments are available.

h) If you accept any Assignment offered by the Company, as soon as possible prior to the commencement of each such Assignment and during each Assignment (as appropriate), and at any time, at the Company's request, you undertake to:

i) inform the Company of any Calendar Weeks prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment, in which you have worked in the same or a similar role with the relevant Client, via any third party, and which you believe count or may count toward the Qualifying Period;

ii) provide the Company 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 Company; and

iii) inform the Company if you have, prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment (1) completed two or more assignments with the Client, (2) completed at least one assignment with the Client and one or more earlier assignments with any member of the Client's Group, and/or (3) worked in more than two roles during an assignment with the Client and, on at least two occasions, worked in a role that was not the same role as the previous role.

iv) You acknowledge that any breach of your obligations set out in clause h) may cause the Company to suffer loss and that the Company reserves the right to recover such losses from you.

i) If you have 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 you are entitled to any terms and conditions relating to the duration of working time, night work, rest periods and/or rest breaks under the Agency Workers Regulations, which are different and preferential to rights and entitlements relating to the same under the Working Time Regulations 1998, any such terms and conditions will be as set out in the relevant Assignment Letter or any variation to the relevant Assignment Letter (as appropriate).

j) If you consider that you have not or may not have received equal treatment under the Agency Workers Regulations, you may raise this in writing with the Company setting out as fully as possible the basis of your concerns.

## 2. REMUNERATION & PAYMENT

a) Whilst on Assignment you will be entitled to be paid in respect of the hours that you work. The Company will pay you in respect of work undertaken by you whether or not payment is received from the Client.

b) You will be paid the Actual Rate of Pay unless and until you complete the Qualifying Period. The Actual Rate of Pay will be notified to you on a per Assignment basis and as set out in the relevant Assignment Letter.

c) If you have completed the Qualifying Period on the start date of the relevant Assignment or following completion of the Qualifying Period during the relevant Assignment, you shall be paid (1) the Actual QP Rate of Pay and (2) the Emoluments (if any), which will be notified to you on a per Assignment basis and set out in the relevant Assignment Letter or any variation to the Assignment Letter (as appropriate).

d) Payment will be made weekly in arrears directly into your bank account subject to deduction of PAYE income tax and national insurance in respect of hours worked in the preceding week.

e) Your Actual Rate of Pay per hour worked will be no less than the National Minimum Wage in force at the time of that Assignment. Actual Rates of Pay and Actual QP Rates of Pay may differ from one Assignment to another and you will be notified in advance of the specific rate applicable for each particular Assignment.

f) For the purposes of the Employment Rights Act 1996, sections 13-27, you agree that the Company may deduct from your remuneration any sums due from you to the Company including, without limitation, your pension contributions (if any), any overpayments, loans or advances made to you by the Company and holiday pay under Clause 7 (f).

g) Subject to any statutory entitlement under the relevant legislation referred to in clauses 7 and 8 below and any other statutory entitlement, you are not entitled to receive payment from the Company for time not spent on Assignment, whether in respect of holidays, illness or absence for any other reason, unless otherwise agreed.

## 3. HOURS OF WORK

a) You will not have normal hours of work as an Associate. Given the nature of your work your hours of work will vary according to the requirements of the Company and the Client. Accordingly, there will be no standard or normal working hours applicable to these Terms and Conditions. It is a condition of your employment with the Company that you work flexibly in accordance with the Client's requirements whilst on Assignment with that Client, though at all times you will remain subject to the overall control of the Company. You acknowledge that there may be periods when a particular Client has no work available for you and your attention is drawn to Clause 2a) above. The Company will, wherever possible, Assign you to such other work as it has available with any other Client at any location and your attention is drawn to the provisions of Clause 3c) below.

b) The Company will give you as much advance notice as is reasonably practicable of the hours that you will be required to work.

c) It is a condition of your employment that you undertake work when required by the Company. If, without good cause, you decline or refuse to work on any particular Assignment then the same shall be regarded as gross misconduct entitling the Company to terminate your employment. Declined assignments count towards our offer of guaranteed hours.

d) Where overtime rates are applicable, you will be notified of this at the start of any Assignment.

## 4. PLACE OF WORK

You will not be regarded as having a normal place of work and you will be required to work at any

of the Clients' premises as the Company may require from time to time. The Company may change your place of work by giving you such notice as is reasonably practicable in the circumstances.

#### 5. NOTICE

- a) If you wish to terminate your employment, you must give the Company one week's notice in writing.
- b) The Company must give you the following notice periods to terminate your employment:-
- immediate notice if you have been continuously employed for less than four weeks;
  - two weeks' notice if you have been continuously employed for more than four weeks but less than two years; or
  - three weeks' notice if you have been continuously employed for more than two years but less than three years with an additional week's notice for every full year of continuous employment thereafter up to a maximum of 13 weeks' notice for 12 or more years of continuous employment.
- c) There is no guarantee that work will be available during any notice period.
- d) The Company and the Search Associate agree that the Company does not need to provide any notice period to the Employee to require them to take holidays during any notice period and Regulation 15 of the Working Time Regulations 1998 is varied accordingly.
- e) When you are not on Assignment you are obliged to contact the Company at regular intervals to confirm your availability to undertake further Assignments. If you do not terminate your employment in accordance with Clause 5a) above then, in the event that you fail to contact the Company for any continuous period of four weeks following the end of your last Assignment, you expressly agree that you will be deemed to have resigned your employment with effect from the last date that you carried out work whilst Assigned.

#### 6. EQUAL OPPORTUNITIES

The Company is an equal opportunities employer. A copy of the Company's Equal Opportunities Policy is available at [www.search.co.uk](http://www.search.co.uk). You should familiarise yourself with this Policy. If you have any equal opportunities issues arising out of your employment, you should raise them with your Search Consultant in the first instance or, if this is not appropriate, then through the Company's HR Department. Alternatively, you should utilise the Company's grievance procedure (see Clause 13b).

#### 7. HOLIDAYS AND HOLIDAY PAY

- a) Your holiday year runs from the Effective Date until each anniversary of that date (the 'Holiday Year').
- b) You are entitled to a maximum of 28 days paid annual leave inclusive of all public holiday entitlement in each Holiday Year, under the Working Time Regulations 1998. All annual leave must be taken during the Holiday Year in which it was accrued and may not be carried over. Entitlement to paid annual leave accrues in proportion to the amount of time worked by you. Part-time Search Associates will accrue annual holiday entitlement on a pro-rata basis.
- c) Under the Agency Workers Regulations, on completion of the Qualifying Period, you may be entitled to paid and/or unpaid annual leave in addition to your maximum entitlement to paid annual leave under the Working Time Regulations 1998 and in accordance with clauses 7a) and 7b) above. 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 Assignment Letter or any variation to the Assignment Letter (as appropriate).
- d) Under these Terms and Conditions you will have no normal or minimum hours of work, therefore, payment of holiday pay will be based on the average wages/salary earned in the previous 52 week period. If you have had less than 52 weeks of pay the average pay rate for the weeks that you have been paid for will be used.
- e) Where you wish to take any annual leave to which you are entitled, you should notify the Company in writing by completing the appropriate holiday request form with the dates of your intended absence.
- f) Where your employment terminates during a Holiday Year, your entitlement to holiday pay will be calculated on a pro-rata basis. Where on termination you have taken annual holidays in excess of your entitlement, you will be required to repay the excess sum due to the Company and the Company reserves the right to deduct any such sums from your wages/salary. The Company reserves the right to require you to take any unused holidays prior to termination.

#### 8. SICKNESS OR OTHER ABSENCE

- a) If you are absent from work for any reason you must inform your Search Consultant prior to the commencement of your agreed start time on your first day of absence and on any subsequent days of absence.
- b) In respect of any period of absence, you will be entitled to Statutory Sick Pay subject to qualification in accordance with the rules of the Statutory Sick Pay Scheme and to you submitting appropriate medical certificates and self-certification. You are not entitled to any Company sick pay.
- c) The Company reserves the right to require you to undergo a medical examination conducted by a doctor nominated by the Company, at the Company's expense.

#### 9. AUTO ENROLMENT PENSION

The Company is required to automatically enrol eligible Workers into a Pension Scheme and will be using NEST as the provider of this Pension Scheme. You are eligible for automatic enrolment if you are not already a member of the Company Pension Scheme; you are aged over 22 but under state pension age; earn above the weekly automatic enrolment threshold as set each year and work in the UK. As permitted, the Company has opted to use a waiting period (postponement) of 3 months from your effective date. You will be assessed on the pay date immediately after the expiry of the 3 month postponement period. Where eligibility is met, contributions by both you and the Company will commence thereafter and further communication will be sent to you at this time.

#### 10. CONFIDENTIALITY

- a) During your employment by the Company, you may learn trade secrets or confidential information, which relates to the Company or any Client. Unless you are required to do so in the proper performance of your duties, you must not:-
- divulge or communicate to any person;
  - use for your own purposes or for any purposes other than those of the Company or, as appropriate, any Client; or
  - cause any unauthorised disclosure, through any failure to exercise due care and attention, of, any trade secrets or confidential information relating to the Company or any group company or any Client. You must at all times use your best endeavours to prevent publication or disclosure of any trade secrets or confidential information.
- b) These restrictions apply both while you are employed by the Company, and after your employment with the Company terminates. The restrictions will cease to apply to any information which becomes generally available to the public, otherwise than through a failure by you to observe these restrictions.
- c) The Company may require you to enter into a specific agreement in relation to confidentiality issues or in respect of any inventions or discoveries you may make during the course of an Assignment.

#### 11. INTELLECTUAL PROPERTY

- a) All present and future Intellectual Property Rights, created by you alone or in conjunction with any other person, in the course of your employment and/or while providing services to any

Client ("Employment Intellectual Property") shall belong to and vest in the Company absolutely, together with all rights to apply for such Employment Intellectual Property. You shall (i) immediately disclose and deliver to the Company such Employment Intellectual Property, (ii) assign with full title guarantee your entire right, title and interest in and to the Employment Intellectual Property to the Company, (iii) waive all rights granted under Chapter IV of the Copyright, Designs and Patents Act 1988 (Moral Rights) in respect of any Employment Intellectual Property, (iv) do all acts and execute all documents required to give effect to the provisions of this clause, and (v) hereby irrevocably appoint the Company to be your attorney to execute and do in your name all documents, acts or things you may be required to execute and do.

b) All rights and obligations created under this Clause 11 shall continue in force after termination of these Terms and Conditions.

#### 12. DATA PROTECTION

- a) By signing this agreement, you confirm that you have read and understood the Company's data protection policy. The Company may change its data protection policy at any time and will notify employees in writing of any changes.
- b) You shall comply with the data protection policy when handling personal data in the course of employment including personal data relating to any employee, customer, client, supplier or agent of the Company.
- c) You acknowledge that the Company will process data relating to you for a variety of purposes and that this may include sensitive personal data. The Company will only process this data where it has a lawful basis for doing so. Details about the type of data held by the Company, the purpose of data processing and the lawful basis on which the data is processed can be found in the Company's Employee Data Policy
- d) By signing these Terms and Conditions, you acknowledge that the Company may disclose information (including sensitive information) about you to third parties if the Company has a lawful basis for doing so. This Clause applies to information held, used or disclosed in any medium.

#### 13. GRIEVANCE AND DISCIPLINARY MATTERS

- a) The disciplinary rules, which apply to you, are contained in the Policy set out at [www.search.co.uk](http://www.search.co.uk). You should ensure that you read the Company's Disciplinary Policy.
- b) If you have a grievance about your employment, you are entitled to raise a complaint in terms of the Company's Grievance Policy. The Grievance Policy is contained in the Policy set out at [www.search.co.uk](http://www.search.co.uk). All grievances should be directed to the Company and not to the Client.
- c) The grievance and disciplinary procedures are not contractually binding on the Company. The Company may alter them, or omit any or all of their stages, where it considers it appropriate.

#### 14. THIRD PARTY PRESSURE TO DISMISS

Due to the circumstances of your employment, you will be required to carry out work on Client premises. Your employment is conditional on the consent of the Client to you remaining on their premises. Should the Client refuse you permission to remain on their premises or to carry out work for the Client, the Company will endeavour to find you alternative work. If the Company is unable to find alternative work, you may be dismissed.

#### 15. HEALTH AND SAFETY

You should comply with the Health and Safety Policy as contained at [www.search.co.uk](http://www.search.co.uk) whilst working under the Client's direction. You must also comply with the Client's Health and Safety Policy and arrangements at all times whilst you are on Assignment.

#### 16. COLLECTIVE AGREEMENTS

There are no collective agreements which affect your Terms and Conditions.

#### 17. CHANGES TO TERMS AND CONDITIONS

- a) Subject to Clause 17b), the Company reserves the absolute right to vary or change any of your Terms and Conditions.
- b) You will be given written notice of any significant changes, which may be given by way of an individual or general notice. If you object to the changes then you must notify the Company accordingly in writing within 5 days of receipt of such notice. Otherwise, you will be deemed to have accepted such changes.

#### 18. PREVIOUS TERMS AND CONDITIONS

Any terms and conditions which were previously issued to you (whether of employment or for services) by the Company will cease to have any effect on the date upon which you commence work under these Terms and Conditions and accordingly, these Terms and Conditions will supersede any such terms and conditions previously issued.

#### 19. ELIGIBILITY TO WORK IN THE UK

You confirm that you are legally entitled to work in the United Kingdom. If the Company discovers that you do not have permission to live and work in the United Kingdom, or if your permission to do so is revoked, the Company will be entitled to terminate your employment immediately without giving you any notice or paying you in lieu of notice. The Company can do so in those circumstances without giving you any warning in terms of the Company's disciplinary procedure.

#### 20. WORKING TIME

You hereby agree to work hours that exceed the maximum average weekly working time limit of 48 hours imposed by the Working Time Regulations 1998 as and when that is necessary for the proper performance of your duties. You may withdraw your agreement to this on giving to the Company 3 months' prior written notice.

#### ACCEPTANCE OF TERMS AND CONDITIONS

On receiving a copy of this "Written Statement of Particulars of Employment for Search Associates" from the Company together with all supplementary information including the Company's relevant Policies and Procedures which are available on the website ([www.search.co.uk](http://www.search.co.uk)) or on request (all together the "Terms and Conditions"), you are hereby deemed to have accepted and agree to be bound by all of the Terms and Conditions. If you do not agree to these Terms and Conditions, then you must inform us as a matter of urgency, and prior to you completing any work for, or on the behalf of, the company.