

1. Definitions and Interpretation

The following definitions should be used to interpret this Agreement.

- 1.1. The "Agreement" means this employment contract;
- 1.2. The "Assignment" means the period
- 1.3. during which the Employee is engaged to provide Services to the Customer or Client;
- 1.4. The "Assignment Sheet" means written confirmation of the detail of a particular Assignment to be given to the Employee on acceptance of that Assignment;
- 1.5. The "Client" means any third party other than a Customer for whom or at whose premises the Services are performed;
- 1.6. The "Commencement Date" refers to the date specified in the separate Assignment Schedule provided to the Employee. If the Employee's right to work in the UK cannot be established due to insufficient identification, the Commencement Date shall instead be the date on which the Company confirms that the Employee's right to work has been verified and their employment has begun.
- 1.7. The "Company" means Quest Pay Solutions NE Limited;
- 1.8. The "Customer" means a third party, comprising either an employment business or agency or other business, and who is the party with whom the Company enters into a contract;
- 1.9. The "Customer Agreement" means the agreement between the Company and the Customer to provide the Services to the Client;
- 1.10. The "Employee" means the individual who has printed and signed their name at the bottom of the Registration form.
- 1.11. "Incapacity" means sickness or injury leaving the Employee incapable of performing the Services;
- 1.12. "Intellectual Property Rights" means patents, rights to Inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.
- 1.13. "Inventions" means inventions, ideas and improvements, whether or not patentable, and whether or not recorded in any medium.
- 1.14. "National Minimum Wage" means the applicable rate under the National Minimum Wage Act 1998 and the National Minimum Wage Regulations 2015.
- 1.15. "Remuneration" is the aggregate of any monies payable by the Company to the Employee in respect of the Employee performing the Services;
- 1.16. The "Services" mean those services to be undertaken by the Employee as provided for in the Assignment Sheet;
- 1.17. "Week" means any period of seven days commencing on Sunday and ending with Saturday.
- 1.18. The masculine gender shall be taken to mean the feminine and the singular includes the plural and vice versa;
- 1.19. References to persons include corporate bodies.
- 1.20. The Company reserves the right to make reasonable changes to any of the Employee's terms of employment. The Employee will be notified in writing of any change as soon as possible.

2. Job Title, Place of Work and Duties

- 2.1. The Employee is employed by the Company with effect from the Commencement Date. No employment with a previous employer counts towards the Employee's period of continuous employment with the Company.
- 2.2. No probationary period applies to the Employee's employment with the Company
- 2.3. The Employee is required to complete the Assignment which is offered to and accepted by him except where he reasonable has a reasonable excuse. If the Employee wishes to terminate

an Assignment, the Employee must give the Company at least one month's notice. Termination of an Assignment is not termination of the Employee's employment by the Company or by the Employee and does not affect the continuity of the Employee's employment.

- 2.4. Unless directed by the Company, or prevented by Incapacity, the Employee will devote his full time and abilities to the Services as required by the Company or Client.
- 2.5. Each Assignment may require the Employee to work at various locations within a reasonable distance of their home address. The Employee will be informed of the relevant hours of work for each Assignment when it is offered to him and the location and hours for each assignment will be contained in the relevant Assignment Sheet.
- 2.6. The Employee will not be required to work outside the UK for any continuous period of more than one month during the term of their employment.
- 2.7. The Employee shall take and comply with such other measures as may be reasonably necessary in respect of precautions for safeguarding all persons and property as may be affected by the performance of the Services.
- 2.8. In the event the Employee commences the Services without signing the Agreement then the Employee will be deemed to have accepted the terms of this Agreement.
- 2.9. The Employee has no permanent place of work and will be required to work at locations as notified from time by the Company. The Employee will report when instructed to the Company at Unit A, Telford Court, Chester Gates, Chester, CH1 6LT but will work from such Client premises as may be required from time to time.
- 2.10. The Company can help the Employee to source their next assignment at the end of an Assignment.
- 2.11. The Employee may be required to undertake training provided by Clients from time to time, including in relation to the Client's working practices and health and safety. Any compulsory training and/or training which the Employee must pay for will be set out in the Assignment Sheet.

3. Liability Insurance and Recovery of Excess

- 3.1. The Company maintains liability insurance policies which may provide cover in respect of work undertaken by the Operative within the scope of their engagement. Any such cover is subject at all times to the terms, limits, conditions, and exclusions of the relevant insurance policies. The Company is under no obligation to provide or continue insurance cover and may amend, restrict, suspend, or withdraw such cover at any time and without notice.
- 3.2. Where a claim arises in connection with the acts or omissions of the Operative and is accepted by the insurer, the Operative shall be responsible for the applicable policy excess. The Company may recover the excess by deduction from wages or any other sums due to the Operative, subject to applicable law.
- 3.3. Notification of any incident giving rise to a claim must be provided to the Company as soon as reasonably practicable and in any event no later than seven (7) working days from the date of the incident.
- 3.4. Where recovery of the applicable excess from the Operative is not possible, including where late notification prevents or materially impairs recovery, the Company reserves the right to recover the excess and any associated costs from the recruitment agency responsible for the assignment. Such recovery may be effected by deduction from the final settlement or any other sums due or becoming due to the agency.
- 3.5. Nothing in this clause limits or reduces the Operative's personal responsibility for any loss, damage, liability, or expense arising from negligence, misconduct, breach of duty, or breach of contract. To the extent permitted by law, the Company reserves the right to recover any uninsured or unrecoverable losses..

4. Driver Negligence Insurance

- 4.1. Any Driver Negligence Insurance made available by the Company is subject to strict eligibility criteria and to the terms, conditions, limitations, and exclusions of the relevant policy. The Operative acknowledges that it is their responsibility to ensure they meet the applicable eligibility requirements at all times and prior to undertaking any driving duties.
- 4.2. Where a claim arises under the Company's Driver Negligence Insurance and is accepted by the insurer, the Operative shall be responsible for payment of the applicable insurance excess, which the Company shall confirm at the time the claim is notified or progressed.
- 4.3. Where the Operative has not undertaken driving duties through the Company within the preceding ninety (90) consecutive calendar days, an increased Driver Negligence excess shall apply. This ninety (90) day period operates on a rolling basis and shall cease to apply once the Operative has completed ninety (90) consecutive calendar days of driving assignments arranged and paid for through the Company, after which the standard excess shall apply.
- 4.4. Cover under the Company's Driver Negligence Insurance shall not apply to any Operative who:
 - a) is under the age of eighteen (18);
 - b) does not hold a full United Kingdom or equivalent European Union or European Economic Area driving licence appropriate for the vehicle being driven;
 - c) holds more than nine (9) penalty points on their driving licence;
 - d) has been convicted within the last five (5) years of any motoring offence carrying any of the following conviction codes:
AC10, AC20, AC30, BA10, BA30, BA40, BA60, CD40, CD50, CD60, CD70, CD80, CD90, DD40, DD10, DD60, DD80, DD90, DG10, DG40, DG60, DR10, DR20, DR30, DR31, DR40, DR50, DR60, DR61, DR70, DR80, DR90, IN10, LC30, LC40, LC50, MR09, MR19, MR29, MR39, MR49, MR59, MS50, MS70, MS80, MS90, UT50, TT99; or
 - e) has ever been convicted of a criminal offence relating to a motoring offence, unless such conviction is spent for the purposes of the Rehabilitation of Offenders Act 1974.
- 4.5. Where the eligibility requirements of this clause are not met, no Driver Negligence Insurance cover shall apply and the Operative shall remain fully responsible for all losses, liabilities, damages, or costs arising from any incident.

5. Hours of Work

- 5.1. The Company undertakes at all time during the currency of this Agreement to use reasonable endeavours to allocate the Employee to suitable Assignments. Without prejudice to the Company's rights under clause 4, as a minimum guarantee the Employee will be offered at least 336 hours of work on Assignment over the course of any full 12 months' period commencing on the Commencement Date and each anniversary thereof paid at a rate at least equivalent to the National Minimum Wage rate in force from time to time. For part-time employees the guarantee shall be prorated. For the avoidance of doubt there is no entitlement to any particular number of hours of work on Assignment in any particular period shorter than 12 months. The provisions of the Apportionment Act 1870 shall not apply to this Agreement. Save as provided for herein the Company does not guarantee that there will always be a suitable Assignment to which the Employee can be allocated. The Employee acknowledges that there may be periods when no work is available for the Employee. In such circumstances the Company has no obligation to pay the Employee when the Employee is not carrying out work or on an Assignment. The Employee is obliged to work when required by the Company. If the Employee does not work when required to do so by the Company, without good cause, the Company shall be entitled to terminate the Employee's employment with immediate effect. The Employee's assigned hours of work will vary according to the requirements of the Client. It is a condition of the Employee's employment that the Employee works flexibly

in accordance with these requirements. The Company will give the Employee as much advance notice as is reasonably practicable of the hours the Employee will be required to work and the hours of work for the Assignment will be set out in the relevant Assignment Sheet.

6. Duration and Notice

- 6.1. If the Employee wishes to end their employment with the Company, they must provide one month's written notice to the Company. This notice applies solely to the employment relationship between the Employee and the Company. The Employee may choose to resign from their employment with the Company without resigning from, or bringing to an end, their role or Assignment with a Customer or Client. Similarly, notice periods required by the Customer or Client for an Assignment may differ from the Company's notice requirements and are managed separately.
- 6.2. When the Employee is not on an active Assignment, they are required to maintain regular contact with the Company to confirm their availability for further work. If the Employee fails to make contact with the Company for a continuous period of four weeks following the end of their last Assignment, the Company may reasonably treat this as the Employee having given notice to terminate their employment, and employment may be ended with immediate effect.

7. Conduct of Employment Agencies and Employment Businesses Regulations 2003

- 7.1. The Employee acknowledges that under the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (the "Conduct Regulations"), individuals have the right to choose whether these Regulations apply to their assignments.
- 7.2. By signing this Contract of Employment, the Employee confirms that they are opting in to the Conduct Regulations by default. As a result, the protections and provisions contained within the Regulations will apply to all assignments undertaken with QPS Group.
- 7.3. The Employee may opt out of the Conduct Regulations at any time by providing written notice to payroll@qpsgroup.co.uk. The opt-out will take effect only once QPS Group has confirmed it in writing and will apply to all future assignments.
- 7.4. The Employee may opt back in to the Conduct Regulations at any time by providing written notice to QPS Group. The opt-in will take effect once confirmed in writing.

8. Warranty

The Employee warrants that he;

- 8.1. has read and understood this Agreement, and
- 8.2. has the correct qualifications and experience to provide the Services, and
- 8.3. has the legal right to work in the countries he is required to provide the Services, and has provided evidence of this to the Company in accordance with the Asylum and Immigration Act 1996, and
- 8.4. has made the Company aware of any convictions or pending court action that have or might result in a prison sentence; and
- 8.5. has made the Company aware of any Services undertaken for the Client prior to the Commencement Date, and
- 8.6. has no criminal record, and
- 8.7. has no alcohol or drug related problem, and
- 8.8. is willing to undergo a drugs test prior to or after the Commencement Date if required, and
- 8.9. will supply the name, address and telephone number of business referees covering the last 5 years if requested to do so by the Company, Client or Customer, and
- 8.10. shall abide by the Client's rules and regulations, and
- 8.11. shall immediately notify the Company of any complaints made by the Client about them, and
- 8.12. understands that the Employee shall not be an agent of the Company or the Client or in any way represent himself as such and does not have the authority to sign any document

whatsoever and will not hold himself out as having such authority on behalf of the Company; any documents or similar which are signed by the Employee will not legally bind the Company, and

- 8.13. has the right to use all software that he may utilise in connection with the Services and that such use does not infringe any third party property rights and that all necessary licences in connection with the use of the software have been purchased, and
- 8.14. will at all times have adequate motor vehicle insurance that covers business use if the Employee is utilising a motor vehicle in connection with the provision of Services to the Client, and
- 8.15. will not (during the term of this Agreement or any time thereafter) publicise or comment in the media on this Agreement, or the dealings of the Company or the Client without the express prior written approval of the Company, and
- 8.16. where instructed, will submit timesheets to the Company within 7 days of the end of the week, if weekly, or month, if monthly.

9. Remuneration

- 9.1. The Employee's rate of pay will vary according to the rates agreed between the Company and the Client for whom the Employee provides Services. The applicable hourly or daily rate will be confirmed in writing by the Company as soon as reasonably practicable and will be stated in the relevant confirmation e-mail. In all cases, the rate will be at least equivalent to the applicable National Minimum Wage in force at the time.
- 9.2. The Employee will be paid weekly, or at such other frequency as stated in the Assignment Sheet, in arrears. Payment will be made on or around Friday of each week (or the relevant payment day) directly into the Employee's nominated bank or building society account for the hours worked during the previous pay period.
- 9.3. The Employee must maintain an accurate record of the hours worked by completing a timesheet for each Assignment. The timesheet must record daily hours, be authorised by the Client, and be submitted to the Company as instructed. Payment will only be made for hours that are fully supported by correctly completed and authorised timesheets. Original timesheets must also be provided to the Customer where required.
- 9.4. The Company will deduct from the Employee's pay any sums required or authorised by law, including but not limited to tax, National Insurance, pension contributions, or any other statutory deductions. The Company may also deduct any sums lawfully owed to it by the Employee, including overpayments, advances, expenses, or excess insurance payments as outlined elsewhere in this Agreement. Where appropriate, the Company may recover such sums over one or more pay periods or by other reasonable means, provided this does not reduce the Employee's pay below the applicable National Minimum Wage in any pay period.
- 9.5. Any overpayment of remuneration made to the Employee, whether due to error or otherwise, is recoverable by the Company. The Employee agrees to cooperate with the Company in the recovery of such sums, whether by deduction from future pay or other agreed arrangements.
- 9.6. The Employee is not currently entitled to any additional benefits during their employment, unless expressly agreed in writing by the Company.

10. The Agency Worker Regulations 2010 (AWR)

- 10.1. AWR provides agency workers the right to equal treatment in basic working and employment conditions after 12 weeks of continuous assignment with the same hirer.
- 10.2. Once the 12-week Qualifying Period is completed, you will be entitled to the same basic terms as a comparable direct employee of the hirer, including:

- Pay (including holiday pay and performance-related bonuses);
- Working hours, rest breaks, and annual leave entitlements.

- 10.3. Benefits such as occupational sick pay or pensions are excluded unless offered by the hirer as part of basic conditions.
- 10.4. QPS will track your Qualifying Period and liaise with the recruitment agency or hirer to confirm entitlement details.
- 10.5. You must notify QPS of any changes affecting your assignment duration or conditions.
- 10.6. A break of 6 weeks or more between assignments with the same hirer resets the Qualifying Period. Certain absences, such as sickness or maternity leave, pause but do not reset the period.
- 10.7. If you believe your AWR rights aren't met, notify QPS in writing. We will investigate and resolve the matter in consultation with the relevant parties.

11. Umbrella+ Benefits

- 11.1. While enrolled on the Umbrella+ package, the Employee is included in a group Personal Accident insurance policy arranged by the Company and underwritten by Aviva Insurance Limited. Cover applies only while the Employee is actively employed by the Company under the Umbrella model, working on an assignment for which the Company is processing payment, and remains enrolled on Umbrella+. If the Employee ceases employment, is not being paid for an active assignment, or downgrades from Umbrella+, cover shall cease immediately, without notice.
- 11.2. Subject to the insurer's policy terms, conditions and exclusions, the policy provides benefits including Death in Service cover of up to £50,000 following accidental bodily injury, and Injury Insurance benefits including fixed payments of up to £50,000 for specified permanent injuries or disablement and a temporary disablement benefit of up to £300 per week for a limited period.
- 11.3. This summary is provided for information purposes only. Full details are set out in the insurer's policy summary and full policy wording, copies of which are available on request. The policy does not constitute a contract of insurance between the Employee and the Company. The Company accepts no liability for the assessment, acceptance, refusal or settlement of any claim, all of which are determined solely by the insurer.

12. Annual Leave

- 12.1. The Company's holiday year runs from 1 February to 31 January. The Employee is entitled to 5.6 weeks (28 days) of paid annual leave per holiday year for full-time work, inclusive of public and bank holidays in England and Wales. Part-time entitlements are calculated on a pro rata basis. Holiday entitlement may be adjusted in line with the Agency Workers Regulations 2010 once the Qualifying Period is met.
- 12.2. Holiday pay is accrued in accordance with the Working Time Regulations 1998 at a rate of 12.07% of gross taxable pay for each hour worked. Accrued holiday pay can be requested and taken at any point during the holiday year, subject to the Company's usual approval processes. Alternatively, the Employee may request for accrued holiday pay to be paid up front alongside weekly pay. Unused holiday entitlement does not carry over and will lapse at the end of the holiday year.
- 12.3. On termination of employment, the Employee will receive payment in lieu of any accrued but untaken holiday.

13. Statutory Leave

- 13.1. The Employee may be entitled to take various forms of statutory leave in accordance with current UK employment legislation and subject to meeting the relevant eligibility criteria. These include:
 - a) Statutory Maternity Leave and Pay – Employees are entitled to up to 52 weeks of maternity leave from the

start of employment, with no minimum service requirement. Eligibility for Statutory Maternity Pay is separate and requires at least 26 weeks' continuous employment by the 15th week before the expected week of childbirth, and earnings at or above the Lower Earnings Limit.

- b) Statutory Paternity Leave and Pay – Employees may be entitled to take up to two weeks of paternity leave if they have at least 26 weeks' continuous employment by the end of the 15th week before the expected week of childbirth (or matching date for adoption) and meet the relevant earnings threshold.
 - c) Statutory Adoption Leave and Pay – Employees adopting a child are entitled to up to 52 weeks of adoption leave from day one of employment. Eligibility for Statutory Adoption Pay follows the same 26-week service and earnings criteria as Statutory Maternity Pay.
 - d) Shared Parental Leave and Pay – Eligible employees may share up to 50 weeks of leave and 37 weeks of pay if they meet statutory qualifying conditions. This applies where maternity or adoption leave has been curtailed and shared parental leave has been formally requested.
 - e) Parental Bereavement Leave and Pay – Employees may be entitled to up to two weeks of leave following the death of a child under 18 or a stillbirth after 24 weeks of pregnancy. Leave entitlement applies from day one of employment; pay is subject to statutory qualifying criteria.
- 13.2. The Employee must provide the Company with notice and any required supporting documentation as set out in the relevant statutory rules.
 - 13.3. Statutory pay for the above leave types is only payable where the Employee meets the relevant continuous service and earnings thresholds.
 - 13.4. Further information regarding statutory leave entitlements, including eligibility criteria and application processes, is available from the Employee's Quest Pay Solutions Consultant or can be accessed via the GOV.UK website.

14. Pension

- 14.1. The Company will comply with its employer pension duties in accordance with Part 1 of the Pensions Act 2008. The Employee is eligible to be enrolled into the NEST pension scheme. Further details of the pension scheme are available from the Employee's Quest Pay Solutions Consultant.

15. Incapacity

- 15.1. In the event of the Employee's absence for whatever reason the Employee or someone on their behalf should contact the Company's Sales and Customer Service team as soon as possible before the normal starting time on the first day of the absence to inform them of the reason for the absence.
- 15.2. If the absence is due to sickness, and lasts for up to 7 days (including weekends) a self-certification form must be completed and sent to the Company as soon as possible. Copies of the form will be supplied to the Employee, or can be obtained from The Company's Sales and Customer Service team.
- 15.3. In respect of absences lasting more than 7 days, a medical certificate signed by the Employee's doctor stating the reason for the absence must be sent to the Company's Sales and Customer Service team. Further medical certificates should be sent thereafter as required, to ensure that the entire period of absence is duly covered by such certificates.
- 15.4. Provided that the Employee complies with the requirements of clauses 10.1 to 10.3 above and subject to the Employee satisfying the statutory criteria, the Company will pay statutory sick pay ("SSP") in accordance with the Government's statutory sick pay scheme.
- 15.5. For the purposes of the SSP scheme the agreed 'qualifying days' are those days when the Employee would normally have worked for the Company over the period of 12 weeks prior to

the date of sickness.

16. Summary Termination

- 16.1. The Company may terminate this Agreement without notice (but without prejudice to any other remedy or remedies which the Company may have against the Employee) and the Employee will have no claim for notice pay or damages or otherwise against the Company if:
- 16.2. The Employee becomes the subject of a bankruptcy order or an Interim order under the insolvency Act 1986;
- 16.3. The Employee is convicted of any criminal offence (other than a road/traffic offence for which the penalty is other than imprisonment);
- 16.4. The Employee commits or is reasonably believed by the Company to have committed any act of dishonesty, gross misconduct or another act which may seriously affect his ability to discharge his duties;
- 16.5. The Employee does not pass a drugs test, if required, to the satisfaction of the
- 16.6. Company, Client or Customer;
- 16.7. The Employee becomes guilty of any serious or persistent neglect in the discharge of his duties, or wilfully or persistently breaches any of the provisions of this Agreement;
- 16.8. The Employee commits any act or conducts himself in a manner, which brings the reputation of the Company, Customer or the Client into disrepute;
- 16.9. The Employee's references are, at any time, deemed unsuitable by the Company, Client or Customer;
- 16.10. The Client ceases trading or becomes insolvent or commits an act of bankruptcy or is dissolved or goes into liquidation or makes a voluntary arrangement with its creditors or has a receiver or administrator or manager appointed of any of its assets;
- 16.11. The Customer Agreement is terminated for any reason or within 30 days of the invoice date the Customer has not paid the Company.

17. Confidential information

- 17.1. The Employee shall not use or disclose to any person either during or at any time after their employment with the Company any confidential information. For the purposes of this clause 12, confidential information means any information or to the Employee's knowledge in the course of their employment, and which is not in the public domain or which is in the public domain as a result of the Employee's breach of this agreement.
- 17.2. The Employee shall immediately notify the Company should he becomes aware of the possession, use or knowledge of any of the Confidential Information by any unauthorised person, whether during or after the term of this Agreement and shall provide such assistance as is reasonable to deal with such an event.
- 17.3. The Employee agrees to sign any confidentiality agreement provided to him by the Client in such form as the Client may reasonably require.
- 17.4. The restriction in clause 12.1 does not apply to:
 - a) prevent the Employee from making a protected disclosure within the meaning of section 43A of the Employment Rights Act 1996; or
 - b) use or disclosure that has been authorised by the Company, is required by law or by the Employee's employment.
- 17.5. All property, software and other materials supplied by the Client or that is created in providing the Service shall be and shall remain the property of the Client.

18. Intellectual Property

- 18.1. The Employee shall give the Company full written details of all Inventions and of all works embodying Intellectual Property Rights made wholly or partially by him at any time during the course of his employment which relate to, or are reasonably

capable of being used in, the business of the Company. The Employee acknowledges that all Intellectual Property Rights subsisting (or which may in the future subsist) in all such Inventions and works shall automatically, on creation, vest in the Company absolutely. To the extent that they do not vest automatically, the Employee holds them on trust for the Company. The Employee agrees promptly to execute all documents and do all acts as may, in the opinion of the Company, be necessary to give effect to this clause 13.1.

- 18.2. The Employee hereby irrevocably waives all moral rights under the Copyright, Designs and Patents Act 1988 (and all similar rights in other jurisdictions) which he has or will have in any existing or future works referred to in clause 13.1.

19. Grievance and Disciplinary Procedure

- 19.1. The Company's Grievance Policy and Disciplinary Procedure can be obtained from the Company's website or by email to the Employee's Quest Pay Solutions Consultant.
- 19.2. If the Employee wishes to appeal against a disciplinary decision, they may apply in writing to their Quest Pay Solutions Consultant in accordance with the Company's Disciplinary Procedure.
- 19.3. The Company reserves the right to suspend the Employee with pay for no longer than is necessary to investigate any allegation of misconduct against them or so long as is otherwise reasonable while any disciplinary procedure against the Employee is outstanding.
- 19.4. If the Employee wishes to raise a grievance they may apply in writing to their Quest Pay Solutions Consultant in accordance with the Company's grievance procedure.

20. Data Protection

The company will collect and process information relating to the Employee in accordance with the privacy notice which is on the Company's website

21. Collective Agreement

There is no collective agreement which directly affects the Employee's employment.

22. Entire Agreement

- 22.1. This Agreement sets out the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes and replaces all prior communications, representations, warranties, stipulations, undertakings and agreements whether oral or written between the parties and may not be varied except in writing as agreed between the parties. All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.
- 22.2. The terms and conditions contained or referred to in this Agreement relating to the supply of the Services shall be to the exclusion of any terms and conditions submitted at any time whether printed or sent with any order form or otherwise.

23. Jurisdiction

- 23.1. This agreement shall be governed and construed in accordance with the laws of England and Wales. Each party hereby submits to the exclusive jurisdiction of the English courts as regards any claim, dispute or matter arising out of or in connection with this Agreement and its implementation and effect.
- 23.2. The Employee acknowledges that he has received a copy of this Agreement and that they have read and understood the same and agree to be bound by all contractual terms contained in it. The Employee further agrees that he has checked that his address and payment details are accurate.

24. Complaints Process

- 24.1. QPS Group is committed to handling any complaints in a fair and timely manner. If you wish to raise a complaint, you should email registrations@qpsgroup.co.uk, providing your name, contact details, a description of the issue and any supporting documents. We will acknowledge your complaint within two working days and aim to provide a resolution or update within seven working days.

- 24.2. If you remain dissatisfied, you may escalate the matter to our management team by emailing campaigns@qpsgroup.co.uk; this will be acknowledged within two working days and responded to within ten working days. Should you still be unhappy, you may request a final review by a senior member of our team, who will confirm receipt within two working days and issue a final decision within fourteen working days. If, after completing all stages, you remain unsatisfied, you may seek independent mediation or contact the relevant industry ombudsman.

25. Conduct of Employment Agencies and Employment Businesses Regulations 2003

- 25.1. The Employee acknowledges that, under the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (the "Conduct Regulations"), individuals may choose whether or not these Regulations apply to their assignments.
- 25.2. By signing this Contract of Employment, the Employee confirms that they are opting in to the Conduct Regulations by default. This means the protections and provisions contained within the Regulations will apply to all assignments undertaken with QPS Group.
- 25.3. If the Employee wishes to opt out of the Conduct Regulations, they may do so at any time by providing written notice to QPS Group at payroll@qpsgroup.co.uk. Any opt-out will take effect only once confirmed in writing by QPS Group and will apply to all future assignments.
- 25.4. Should the Employee later wish to opt back in to the Conduct Regulations, they may also do so by providing written notice to QPS Group, and this will take effect once confirmed in writing.



Working Time Regulations: 48-Hour Opt-Out Agreement

1. Opt-Out of Weekly Working Time Limit

Under the Working Time Regulations 1998, workers are not required to work more than an average of 48 hours per week over a 17-week reference period unless they have voluntarily agreed to do so in writing.

By signing this agreement, you consent to waive this restriction.

2. Agreement to Work in Excess of 48 Hours

You agree that the 48-hour average working week limit shall not apply to your employment. This means you may work more than an average of 48 hours per week.

3. Voluntary and Withdrawable

This agreement is entered into voluntarily. You may withdraw your consent at any time by providing at least 7 days' written notice, or longer if agreed, to the Company. Once notice has been given, the 48-hour limit will apply at the end of the notice period.

4. Record Keeping

We will maintain a record of this agreement in accordance with our obligations under the Working Time Regulations 1998.

5. No Detriment

You will not suffer any detriment if you choose not to sign this agreement or if you later choose to withdraw from it.

QPS is committed to protecting and respecting your privacy.

Any references to our “we”, “us”, “our” means Quest Pay Solutions NI Limited as defined in section 1159 of the UK Companies Act 2006.

This notice together with our Data Retention Policy sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us.

The UK General Data Protection Regulation (UK GDPR) (Regulation (EU) 2016/679) has been directly incorporated into UK law sitting alongside the Data Protection Act 2018 (“DPA”) and aims to harmonise data protection legislation across EU member states, enhancing privacy rights for individuals and providing a strict framework within which commercial organisations can legally operate.

We will comply with UK GDPR and the DPA which means your data will be:

- Used lawfully, fairly and in a transparent way;
- Collected only for valid purposes that we have clearly explained to you and not used in a way which is incompatible with those purposes;
- Relevant to the purposes we have told you about and limited to only those purposes;
- Accurate and kept up to date;
- Kept only as long as necessary for the purposes we have told you about;
- Kept securely.

Please read the following carefully to understand more detail our views and practices regarding your personal data and how we will treat it.

For the purposes of data protection legislation in force from time to time our nominated representative is our Managing Director.

The information about you we may collect, hold and process is set out below:

(a) Information collected and processed for finding you a suitable role is as follows:

- Your name
- Your address
- Your email address
- Your telephone number
- CV/work history
- Job preferences including role, geographical areas and salary
- Any other work related information you provide, for example, education or training
- Inbound and outbound calls are recorded for training and monitoring purposes

(b) Information in respect to individuals that have worked for us previously or may work for us is as follows:

- Passport (if applicable, permits and visas)
- Date of Birth
- National Insurance Number
- Full detail of job offers and placements
- Outcome of DBS and security clearance for certain roles (these will be supplied by the Disclosure and Barring Service or other external company applicable to the placement.
- Medical information (in specified cases – medical information may be supplied by a third party such as your GP, Consultant or Occupational Health)
- References (these will be from your previous employer or personal references as appropriate).
- Financial information (including but not limited to payroll details and terms, HMRC data, pension scheme details, court orders and statutory payments)
- A log of our communications with you by email and telephone
- Inbound and outbound calls are recorded for training and monitoring purposes

This information will have been provided, or will be provided, by you or a third party who we work with, such as a Job Board Company or another employment business or agency.

How we use the information

The above information is used to provide our services to you in our capacity as an employment business / agency to find you suitable work whether on a temporary or permanent basis based on your requirements as set out below.

The information under A above may be used as follows:

- To match your skill sets with job vacancies to assist in finding you the positions that best match your expertise.
- To put forward your details to our clients and prospective employers for you to be considered for vacancies.
- To place you with our clients and prospective employers
- To keep you informed for available opportunities as they arise
- To keep you informed of the services offered by us

The information under B above may be used as follows:

- To establish that you have the right to work
- To undertake relevant security and DBS checks as required by our clients and as permitted by law.
- To deal with any medical and health and safety issues relating to specific positions
- To put in place contractual arrangements and documentation once a role has been secured
- To pay you if we find you work

How we hold the information

All the personal data we have is stored on our database in the UK.

Disclosure of your information

- Your CV and related information will be shared or sent to prospective employers and our clients. Once you have secured a placement additional information will be provided to them to enable the placement to proceed.
- Such employers and clients will usually be located inside the European Economic Area (EEA) but may be outside of the EEA.
- Personal data shall not be transferred to a country or territory outside the EEA unless that country or territory ensures an adequate level of protection or the appropriate safeguards are in place for your rights and freedoms. Before such a transfer takes place outside of the EEA, we will provide you with further information concerning this.
- Other trusted third parties that we may share your data with are as follows: pension scheme providers, HM Revenue and Customs, Umbrella companies, legal advisors and other companies for the purpose of undertaking pre engagement checks for the role or for paying you.

What is the legal basis for processing the information?

We will rely on your consent to process the information marked with an * above which is collected at the outset of the recruitment process.

Information and documentation to establish your right to work is processed by us as we are legally obliged to do so.

In respect of medical information, the basis for us processing this will depend on the circumstances, but will usually be for one of the following reasons: it is necessary to protect health and safety within the work environment or to prevent discrimination on the grounds of disability or where consent has been obtained, if required.

Information in relation to criminal record checks, which are relevant for some roles, will be processed on the basis that it is necessary for us to comply with the law or consent will be obtained, if required.

Once a position has been found for you, we will process your personal data, including financial information, for the purpose of you entering into a contract to fulfil your role and to enable us to pay you, depending on the specific contractual arrangements and circumstances.

For the purposes of paying you, where relevant, we are legally obliged to provide information to HMRC. Once a placement has been secured, we may also process your data on the basis of our legitimate interests i.e. for administrative purposes.

Your rights

You currently have the right at any time to ask for a copy of the information about you that we hold in addition to your right to be forgotten. If you would like to make a request for information please go to our website.
Retention of your data

Your data will be retained for no longer than is necessary and in accordance with our Data Retention Policy.
Withdrawal of consent

If you have provided us with your consent to process your data, for the purpose of using our services and us finding you suitable work, you have the right to withdraw this at any time. In order to do so you should contact us via the website.

Concerns

If you have a concern about the way we are collecting or using your personal data, you should raise your concern with us in the first instance or directly to Information Commissioners Office at <https://ico.org.uk/concerns>

Cookies

During the course of any visit to The Company's website, the pages you see, along with a short text file called a 'cookie', are downloaded to your computer. Many websites do this, because cookies enable website publishers to do useful things like find out whether you have visited the website before.

A cookie is a small amount of data, which often includes an anonymous unique identifier that is sent to your browser from a website's computer and stored on your computer's hard drive. Each website can send its own cookie to your browser if your browser's preferences allow it, but (to protect your privacy) your browser only permits a web site to access the cookies it has already sent to you, not the cookies sent to you by other sites. Cookies record information about your online preferences. Users have the opportunity to set their computers to accept all cookies, to notify them when a cookie is issued, or not to receive cookies at any time.

Contact

Please address any questions, comments and requests regarding our data processing practices to Human Resources.

Changes to the Privacy Notice

This Privacy Notice may be changed by us at any time.

Declaration & Signature Page

The following section explains the key terms and processes that apply to your engagement with QPS. We include this information to make sure everything is clear and transparent from the outset — how payments are made, what deductions may apply, what your responsibilities are, and the legal framework we must follow. This ensures we meet our obligations under UK tax and employment law, as well as the standards set by the FCSA. Our goal is to give you a clear understanding of how everything works so you can feel confident and informed from day one.

Umbrella

By accepting employment with QPS under our umbrella model, you become an employee of the Company and are entitled to full statutory employment rights, including Statutory Sick Pay (subject to qualifying criteria), statutory holiday entitlement and automatic enrolment into our workplace pension scheme after 12 weeks unless you choose to opt out. You will continue to submit timesheets to your agency or end client as normal. When funds are received for your assignment, the Company will deduct its agreed margin, which has been confirmed to you prior to engagement. If you are unsure about the margin amount or how it applies, you should seek clarification before work commences. This margin is only retained for weeks in which you undertake work. There are no joining or leaving fees, minimum commitment periods, tie-ins or penalties should you decide to leave.

Employer's National Insurance and the Apprenticeship Levy will then be deducted before calculating your gross taxable pay. PAYE income tax and Employee's National Insurance will subsequently be deducted, and the balance will be paid to your nominated bank account as net pay.

You are fully covered by the Company's Public Liability and Professional Indemnity insurance throughout your employment. As an employee, you are not required to complete a self-assessment tax return in respect of this income. Holiday pay is included within your agreed assignment rate, and you may choose to either accrue it for use during periods of leave or have it advanced weekly as part of your pay. You must sign your contract of employment via ZohoSign and complete your statutory Right to Work check through TrustID before commencing any assignment.

All deductions are made in accordance with applicable UK tax legislation and your signed terms of engagement. By signing this agreement, you consent to such deductions being made. All processing of personal data will be carried out in accordance with the Company's obligations under UK GDPR and the Data Protection Act 2018.

By signing below, you confirm that you have read, understood and agree to all terms, declarations and information contained in the preceding pages.

Signature:

Print name:

Date: