

TERMS AND CONDITIONS

1. The following definitions shall apply:

Acceptance	Confirmation from us to you, either orally or in writing, of our acceptance of an Offer. IMPORTANT NOTE: The terms of an Assignment will be binding upon you from the time we notify you of our Acceptance
Assignment	The arrangement under which work is available for you at the Pay Rate, the temporary location, and nature and/or duration of availability, of such work being as referred to in a relevant Contract, the arrangement being subject to the terms of this agreement
Client	A third party, comprising either an employment business or other business, and who is the party with whom we contract as stated in a Contract
Commencement Date	The date for commencement of the first Contract entered into by us under the arrangements set out herein after the date of this agreement
Commission	Such sum as shall be due to you in accordance with the Commission Plan
Commission Plan	Our commission plan from time to time relating specifically and solely to income generated by you, which is subject to the Conditions set out in Schedule 1 to this agreement
Contract	An agreement between us and a Client for the provision of the Services
Contract Site	The site to which we have been asked by the Client for you to report or provide your services, being the temporary workplace specified in an Assignment, or such other site as may be agreed from time to time
Employment Date	The date your employment first commenced with us under any previous employment agreement between you and us that has not ended prior to the date hereof
End User	Any third party, not being the Client, for whom or at whose premises the Services are performed
Expenses	Reasonable travel and other expenses incurred in the performance of your duties under this agreement and evidenced by original receipts, provided such expenses are necessarily incurred in the performance of your duties or to attend to perform your duties and qualify for tax purposes as deductible in accordance with Chapter 2 of the Income Tax (Earnings and Pensions) Act 2003

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Holiday Pay	An advance on account payment of sums due to you for annual leave in accordance with the Working Time Regulations 1998 as amended (“WTR”)
Offer	Confirmation from you either in writing or orally that the terms of a proposed Contract are acceptable and may be incorporated within an Assignment subject to the remaining terms of this agreement, and amounting to your offer to work for us on the terms of such an Assignment
Pay Rate	A sum per hour equivalent to the minimum rate allowed by the Minimum Wages Act 1998
Payment Terms	Subject to your compliance with the arrangements for providing timesheets, and the other provisions of this agreement, in respect of work undertaken under an Assignment we will pay you on the earlier of 2 months after receipt by us of a relevant timesheet or 7 days after payment is received from the Client in respect of that timesheet
Request	An oral or written request by you for us to enter into a proposed Contract
Services	The services specified in an Assignment for the Client
Work Time	The proposed hours during which you are requested to provide your services as indicated in an Assignment or any other time when you are providing work to us.

contract of employment

2. From the Commencement Date you shall be our employee under the terms set out herein.
3. This agreement is a contract of employment between you and us, and your permanent workplace is our offices.
4. You are engaged by us as an hourly (or other time) paid worker to provide services that we may reasonably require from time to time in the light of your skill sets. Those services are not exclusively limited to work under Assignments. Where the rate of charge is calculated on a daily basis, each day shall be deemed to be 8 hours unless you have notified us in writing at the time you provide us with a relevant timesheet that a day’s work consists of a different number of hours.

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5. Where there is an Assignment you shall undertake the Services as a worker engaged by us in the manner described in clause 11, but not so that any of the provisions in this agreement other than under this paragraph impose any obligation upon you unless expressly stated to the contrary.
6. We guarantee that you will be offered at least 336 hours of work on an Assignment at the Pay Rate during each calendar year from the Commencement Date subject to the termination of your employment in accordance with clauses 23 and 24. The number of hours guaranteed under this clause will be pro-rated for part time workers where full time is equivalent to 37.5 hours per week.
7. In between Assignments in consideration of our continuing obligation to consider any Request and to facilitate work for you on a Commission earning basis, but not so that your failure to comply with these obligations or to locate any new work will render you liable to us for any damages you agree that
 - (a) you must regularly report to our offices or as we request
 - (b) you must use reasonable endeavours to introduce a new Contract for our mutual benefit that is acceptable to us and provide us with information to enable us to assess the acceptability of a proposed new Contract
 - (c) you are obliged to follow our proper instructions where we ask you to provide any additional work
 - (d) time spent in undertaking any of the matters in this clause shall not exceed the equivalent of 2.5 hours unless you have first obtained our written authority to exceed that time.
8. No terms other than those stated in this agreement are implied and are excluded to the maximum extent permitted by law. In particular:
 - (a) we do not provide work finding services of any kind
 - (b) as a commission earning employee the opportunity to increase your earnings depends upon your own efforts
 - (c) whilst we may consider any Request we are under no obligation to do so
 - (d) we are under no obligation to accept any proposed Contract and we may decline to do so if the terms of the proposed Contract are not acceptable to us for any reason; similarly we are under no obligation to accept any Offer and may reject a proposed Contract at any time prior to issuing our Acceptance

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- (e) no terms are implied arising from any requirement of the Client or End User under an Assignment and specifically you do not have our authority to submit to any terms requested by a Client or End User other than such that are stated as performance requirements under a Contract
- (f) you are not authorised to spend any time in between Assignments in travelling to and from any third party premises, or attending any meetings other than with ourselves unless we give our prior written consent.

additional conditions

9. Your employment is also subject to the following:
- (a) our standard policies and procedures, which are not contractual; this document is available upon request and you will be notified of any changes from time to time. You should familiarise yourself with the document
 - (b) you are entitled to participate in the Advanced Personnel Group Pension Plan in accordance with the details of the scheme which we shall provide to you upon request
 - (c) there are no collective agreements which affect the terms and conditions of your employment.

what we ask of you

10. You must:
- (a) confirm details of the time you have worked for us at the times and in accordance with the procedures that we notify to you
 - (b) where you are working under an Assignment, in addition to the entry of time in accordance with clause 10(a), record your hours or other time worked on a timesheet to be verified by the Client or End User as appropriate, and, as our agent, submit the same to the Client, and provide us with a copy if we request it
 - (c) notify us promptly if you wish to withdraw a Request or Offer (where you have asked us to enter into a Contract) or you no longer wish to provide services to a Client or End User and provide us with a suitable explanation where appropriate
 - (d) let us know if you have any reason to believe that the Client or End User will not sign any timesheet in respect of your work, with any reasons for your belief
 - (e) let us know immediately if a Client or End User informs you either verbally or in writing that the Contract is ended
 - (f) keep us promptly advised of any amendment to your contact details, and if you are not an EU national any restriction on your right to work in the United Kingdom
 - (g) act in good faith at all times

- (h) not submit to the control of a Client or End User to the extent that you consider that you have a direct contractual obligation with that Client or End User, which is an obligation other than to us pursuant to this Agreement.

when performing work during Work Time

11. You acknowledge that, if the Client is to continue to make work available under a Contract and therefore an Assignment, the Client or End User will expect those services to be provided by you on our behalf on certain conditions. Accordingly during an Assignment you recognise that you should comply with the following conditions:

- (a) you undertake your work services professionally promptly and efficiently and in good faith using your skill and expertise and with due care and to the best standards expected of you during the Work Time and that you remain generally available until the Assignment is ended
- (b) the undertaking of work services by you professionally requires that you comply with all applicable health and safety laws and regulations and, to the extent applicable, any statutory requirements relating to the type and location of work required for the provision of the Services
- (c) as part of your function under the preceding clause, it is your responsibility to ensure your own safety as far as reasonably practicable and you agree to assess any risks or hazards that may affect your safety and to familiarise yourself with the working conditions and operating requirements at the Client or End User site; this responsibility continues to apply even though the Client or End User may provide you with its own internal policies, rules and regulations relating to safety or for the operation of equipment or machinery or relevant to working conditions which you should comply with only to the extent that they relate to the proper performance by you of your work services
- (d) in conducting yourself professionally during the Work Time, you should
 - (i) follow the reasonable directions and instructions of the Client or End User or ourselves as to the work to be undertaken by you
 - (ii) allow the Client or End User to direct and supervise your work to the extent reasonably required to enable the Client or End User to progress its work requirement, but not further or otherwise or to the extent that the Client or End User is acting as your employer
 - (iii) abide by the reasonable rules and regulations that the Client or End User indicates are relevant to external (i.e. non employed) personnel relating to security or operational matters

- (iv) if you are intending to be absent for any reason, as a matter of professional courtesy, notify the Client and End User as soon as possible of your intention to enable the Client and End User to arrange its affairs in your absence
- (v) if the Contract referred to in an Assignment sets out any special requirements for the provision of the work services, perform the Services in a way that does not conflict with those requirements
- (vi) at the end of each Assignment return to the Client or End User as appropriate any materials, documents or equipment of the Client or End User respectively which you have or have had in your possession.

12. Whether during an Assignment or otherwise during Work Time you must not:

- (a) import any software onto any computer system of ours, the Client or End User without the prior written consent of us, the Client or End User as the case may be (“the appropriate person”)
- (b) use any email or internet access or ours, the Client or End User except with all due care and to the extent authorised in writing by the appropriate person
- (c) use any facilities provided to you by us, the Client or End User for any purpose other than is authorised by the appropriate person
- (d) provide services to any other party that conflict with the best interests of us, the Client or End User
- (e) deliberately or recklessly cause any loss or damage to us, the Client or End User.

conditions relating to Contracts

13. Your contractual relationship is with us and not the Client or End User. Your Assignment continues until it is terminated under clause 22 except where an Assignment ends by reason that the agreed period of the Contract is concluded. If the Assignment specifies that you are entitled to advance notice, we shall give you such notice ourselves. You should tell us if an Assignment is due to end prematurely. Once an Assignment has ended you should cease providing your services for the Client and End User.

14. We shall only terminate a Contract on terms set out in the Contract. An Assignment continues until the Contract is ended and/or we give you notice of termination under the provisions herein. However if you notify us in writing that you no longer wish to perform services under an Assignment we may give appropriate notice to the Client in accordance with any provision in the Contract for termination.

EAA Regulations opt out

15. The Conduct of Employment Agencies and Employment Businesses Regulations 2003 (herein the “Regulations”) permit you to opt out. You recognise the advantages and disadvantages of opting out and hereby confirm you wish to opt out. In consideration of our agreement to employ you, you hereby give us your authority to sign, on your behalf, any notice 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 either a proposed Client, or you, inform us of any proposed new contract. In giving us this authority, you confirm you do so willingly. You agree that if you suffer any loss as a result of any alleged non-compliance by us with the Regulations, which would apply if you had not agreed to allow us to sign a notice of opt out, you shall indemnify us and keep us indemnified against any such loss.

warranties by you

16. You warrant that, and this warranty is renewed on issue by you of each Offer:
- (a) an adequate description of the services required to enable you to provide the Services has been given to you before the Assignment and, if you have been provided with a specification of work by the Client or End User, you have the skill and expertise to meet such specification
 - (b) you have not been convicted of any criminal offence which would be likely to result in a potential hirer of your services, acting responsibly and reasonably, refusing to engage you nor is any charge pending for such an offence
 - (c) you are authorised to provide work services in the United Kingdom and, where appropriate, hold a valid work permit
 - (d) save as otherwise specifically provided for in this agreement, you recognise that there is no obligation upon us to locate or provide any work to you
 - (e) we have no obligation to provide you with information or any service other than as specifically, and to the extent, stated in this agreement or required by statute.

what you must not do - general

17. You agree that we have arrangements in place with each Client for work which, under our arrangements, will be performed by you on our behalf, and which to some extent oblige us to protect the interests of the Client. Accordingly for that reason and also for our mutual benefit you agree you shall not:

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- (a) during or after an Assignment divulge to any party or use for your own benefit any information capable of being confidential relating to the affairs, business or business method of us or a Client or a End User or information received from us or a Client or a End User except that which is in the public domain or is trivial or obvious or authorised to be released or required by Court Order to be disclosed
- (b) act in any way that may result in a breach by us of the Contract as we have entered into the Contract at your request
- (c) accept any additional terms which the Client or End User may seek to impose upon you other than as set out in an Assignment without notifying us in writing in advance of your intention to do so with details of the proposed additional terms
- (d) discuss with or disclose the terms of this agreement or any matter under this agreement to any other party save for the purposes of your own legal advice from a professional adviser or where required by Court Order
- (e) hold yourself out to any party that that you are authorised by us to agree to any terms on our behalf at any time
- (f) during an Assignment expressly or impliedly enter into any direct contract of employment with the Client or the End User.

payment

18. Subject to the provisions of this agreement we shall pay you

- (a) during an Assignment based on the information you have provided to us relating to time worked at the Pay Rate in accordance with the Payment Terms or otherwise in accordance with statute together with any Commission to be paid under the Commission Plan
- (b) for hours worked (other than time spent pursuant to clause 18(c)) in between Assignments at the Pay Rate or such other higher rate as we shall agree from time to time at the end of each month during which you have worked
- (c) for each Contract introduced to us pursuant to clause 7(b) which is acceptable to us we shall pay you a sum equivalent to 2 hours work at the Pay Rate within any month, or such other time as we shall each agree in advance, being a fair estimate of related time spent, provided that you have retained a record of actual time spent in any month during which you sourced the relevant Contract and provide the record to us at, or as soon as is reasonably practicable after, the end of the month in question
- (d) payment under clause 18(c) shall be made no later than the end of the month following our acceptance of a Contract introduced under clause 18(c)

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- (e) Holiday Pay on account of your entitlement to paid leave under the WTR and that 12.07% of each payment we make to you for time that you have worked is in respect of Holiday Pay
- (f) for your Expenses but not further or otherwise except as specifically required by statute.

19. You acknowledge and agree that:

- (a) any sums owed by you to us under this agreement, including, but not limited to, any excess payment of Holiday Pay over your statutory entitlement under the preceding clause, may be deducted from any payment due to you at any time including upon termination of an Assignment or your employment or this agreement
- (b) we may deduct any overpayment of any kind to you due to tax miscalculation or otherwise from any payment we make to you and you agree that any such overpayment is a debt due from you to us.

20. We may notify you of variations or adjustments to the Pay Rate and Commission Plan from time to time and you acknowledge that calculation of the Pay Rate and any sums payable under the Commission Plan depends on tax rates and allowances applicable at any time. We may make deductions from payments to you of any pension contribution that you request us in writing to make.

specific acknowledgements, absence and holidays

21. You acknowledge and agree that:

- (a) you are paid in accordance with time worked and you are not entitled to any payment during any period when you are not working due to any cause except to the extent specifically required by law
- (b) because unauthorised absence or absence due to sickness may result in a breach of obligations which we owe to the Client, during an Assignment you shall notify us and as a matter of professional courtesy the Client and End User as soon as possible and by 10 a.m. on each day of any absence and give the best indication you are able to of any likely period of absence; nothing in this clause shall absolve you from breach of contract in the event that unauthorised absence is taken, and the requirement to notify on each relevant day shall continue unless and to the extent varied by us
- (c) you are entitled to rest breaks and annual leave only in accordance with the WTR, and the leave year for the purposes of those regulations commences on the first day of January each year

- (d) leave entitlement unused at the end of the leave year may not be carried over into the next leave year and you will not be entitled to be paid in respect of leave entitlement accrued but not taken except as provided for in the WTR upon termination
- (e) payment for leave is due to you during any period of statutory leave or upon termination of your employment – however you have agreed that we shall make payment to you in advance and you shall give us credit for such payments against your entitlement at the relevant time
- (f) where the proportion of leave taken by you for which we have paid exceeds the proportion to which you are entitled under this agreement, you shall immediately, if we request you to do so, compensate us by repayment of all sums paid by us in respect of the excess leave including gross pay to you and all related National Insurance contributions
- (g) if we notify you of a minor amendment to this agreement such amendment will apply from the date of notification unless you shall within 14 days of receipt of such notification inform us in writing that the amendment is not agreed.

termination of assignments and your employment

22. An Assignment shall be terminated with immediate effect:

- (a) if we inform you that in our opinion you are in breach of any provision of this Agreement and advise you that the Assignment is terminated
- (b) if the Contract is not confirmed by the Client before the Commencement Date of an Assignment
- (c) if the Client has failed to pay an invoice submitted by us to it within 14 days of delivery of such invoice, and we shall inform you in that event – please note that this is subject to the following in relation to the specific Contract:
 - (i) the Assignment may continue only if we have agreed otherwise in writing - our agreement shall depend upon our satisfaction that the Client will meet its obligations to us for payment
 - (ii) we shall not thereafter be liable to pay for any work you choose to do for the Client after the Assignment has automatically ended
 - (iii) we may propose a new Assignment to you if terms are agreed with the Client that are acceptable to us - in this event we shall inform you appropriately and you have the option of accepting or declining any such new Assignment at that time

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- (d) if the Contract is terminated for any reason or the Client or End User informs us or you either verbally or in writing that your services are no longer required, whether or not any formal notice of termination of the Contract is given
- (e) we should conclude that the Client may not meet its obligations to us
- (f) we should conclude for any reason that you are unable or unwilling to provide your work services at a sufficient level to meet the reasonable expectations of the Client.

PLEASE NOTE: you should not provide any services to the Client once an Assignment has ended, and we shall not pay you for any services provided after that time.

23. You may terminate your employment by giving one week's written notice to us expiring on any day following the last day of an Assignment. NOTE: You may not terminate your employment whilst a Contract is in place between us and a Client. If you wish to end an Assignment you should inform us in accordance with clause 14 and we will follow the procedure there set out.

24. We may terminate your employment and/or this agreement immediately in the event of gross misconduct or serious or persistent breach of the terms of this agreement, or otherwise by giving to you minimum statutory notice in writing.

general

25. It is further agreed that:

- (a) it is your sole responsibility and not our responsibility to verify whether the work proposed under an Assignment is suitable for you, and you acknowledge that your Offer in any case is not based upon any representation made by us in relation to the work services or any other matter save the specified terms of a proposed Assignment
- (b) we shall not be liable for any loss or damages arising out of any representation made by the Client or End User to you and which may have induced you to make a Request or an Offer or accept an Assignment and if you have first been provided with information by the Client or End User concerning an Assignment you acknowledge that you have made adequate enquiries of the Client or End User and relied solely upon that information in relation to acceptance of that Assignment
- (c) we are not liable for the actions, torts or breach of contract or obligation by the Client or End User

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- (d) unless you have expressly provided us with your authority for any particular matter and we have agreed in relation to that matter that we act as your legal agent, we are not your legal agent but are your employer as described in this agreement
- (e) we are free to accept the commercial risk that may arise in any disparity between the terms of a Contract and the terms of this agreement
- (f) under each Assignment the benefit of any work undertaken by you for the Client or End User including any copyright or intellectual rights of any kind in such work shall be and remain the property of the Client or End User and you will sign all documents reasonably required for verification of such rights as belonging to the Client
- (g) you shall not be entitled to any benefits from us of any kind except such as are specifically conferred by this agreement or are strictly imposed by statute
- (h) you are not entitled to assign this agreement or subcontract any part of the Services or this agreement to any other party, but we may assign the agreement upon giving notice to you
- (i) each portion of this agreement, defined by punctuation, and paragraphs, is separate, distinct and severable and to give meaning to the intention of the Parties the Court may modify any portion of this agreement that may otherwise be void; subject thereto any void portion may be severed, and the remaining provisions including any such modified hereunder shall continue in force
- (j) clauses intended to have effect following termination including clauses 17(a) and (b) shall survive termination
- (k) this agreement will continue until terminated in accordance with the provisions herein and is the sole agreement between you and us, supersedes any previous agreement between you and us relating to your services, and may not be varied save by agreement of both you and us (whether orally or otherwise) and confirmed in writing by us and signed by our authorised officer
- (l) The provisions of the Apportionment Act 1870 shall not apply to this contract and for the avoidance of doubt there is no entitlement to any particular number of hours of work on Assignment in any period shorter than 12 months.
- (m) any notice under this agreement shall be in writing sent to the addressee at the last known address, fax number or electronic mail address, either respectively by first class post, or by fax or electronic mail, and shall be deemed to have been received, in the case of post, on the postal day following the day of posting and in the case of fax, on the date of transmission, and in the case of electronic mail, on the date electronic confirmation of receipt is received by us
- (n) the provisions of this agreement including this provision are reasonable
- (o) the Laws of England govern this agreement and the English Courts have sole jurisdiction.

SCHEDULE 1

CONDITIONS RELATING TO THE COMMISSION PLAN

1. A Commission Plan cannot be altered to apply retrospectively.
2. Payment of Commission is solely based on monies generated by you from Clients to us which are received from our Client. However if such Commission is to be paid it may at our sole discretion be paid in advance of receiving such monies from the Client on the condition that if the monies upon which Commission is calculated is not received from the client from whom it is due, any advance payment to you, or pro rata if only part payment is recovered from our client, will be due back to us and recoverable from you as a debt as an overpayment of Remuneration. You consent to allow us to make any such deduction.
3. For the avoidance of doubt you shall not be entitled to any payment in excess of Pay Rate unless such payment is in accordance with the Commission Plan or is one to which you may otherwise be entitled under this agreement.
4. The Commission Plan is available on request.

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SCHEDULE 2

OPT OUT 48 HOUR WORKING WEEK AGREEMENT

UNDER REGULATION 5 WORKING TIME REGULATIONS 1998

Note: You are under no obligation to agree to the provisions set out in this schedule. If you indicate in the signature box that you agree to opt out in accordance with this schedule, this schedule will then apply. Otherwise the limit set in the WTR shall apply.

Agreement:

1. The nature of an Assignment may require you to choose whether to work in excess of the maximum working time specified in Regulation 4 (1) WTR, namely an average of 48 hours each week calculated over a 17 week reference period.
2. You wish to have the opportunity to provide the Services during any excess period required from time to time, whether or not you choose to work for that time.
3. Pursuant to Regulation 5 WTR you accordingly agree that the limit specified in Regulation 4 (1) WTR shall not apply to an Assignment or the work you perform and this agreement shall have effect immediately.
4. The agreement set out in the above clause 3 of this Schedule applies to each Assignment but you may, by giving written notice to us of not less than one month, terminate your agreement without otherwise affecting the operation of the terms of your employment.

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Advanced Personnel Ltd
COMMISSION PLAN

Commission payments will be calculated on the following basis:-

Advanced Personnel will charge to customer a price for the value of work undertaken during the relevant period = A. From this will be deducted

- (i) Your basic rate of pay in accordance with your contract of employment. = B
- (ii) Advanced Personnel Overheads, being applicable overheads including but without limitation administration deductions based upon weekly or monthly processing costs applicable to you together with any relevant and applicable bank, ad hoc, training or other legitimate charges incurred by us, the cost to us of Expenses, = C.

You will be entitled to commission, subject to the terms of your contract, as follows

$$A - B - C = D$$

Please note

- i. Commission payments are discretionary and may be made at a nil rate.
- ii. Expenses do not form part of the Commission Plan, but are required to be paid under clause 17(d) of your employment contract.

ADVANCED PERSONNEL LTD – EMPLOYEE POLICIES & PROCEDURES

This document sets out Employee Policies & Procedures for employees of Advanced Personnel Limited (“the Company”).

A. Basic Disciplinary Procedure

1. Introduction and general principles

This disciplinary procedure provides for sanctions to be applied for breach of any of the provisions contained in the contract of employment and the Company’s rules and regulations (particularly failure to meet the Company’s standards of job performance, conduct (whether during work hours or not) and attendance). This procedure is not contractual but applies to all employees who should familiarise themselves with its provisions.

2. Disciplinary Procedure

- 2.1 Prior to taking any disciplinary action, a letter should be sent to the employee notifying them of the allegations against them. The letter should:-
 - (a) Set out the basis for the allegations;
 - (b) Invite them to a meeting to discuss the matter;
 - (c) Inform them of their right to be accompanied by a union representative or fellow colleague;
 - (d) Inform the employee that dismissal or other disciplinary action is being contemplated.
- 2.2 The employee should be given at least 5 working days’ notice of the date of the meeting. If either the employee or their representative has good reason and is unable to attend the meeting the date should be reconvened within a reasonable period.
- 2.3 During the meeting the employee should be:-
 - (a) Informed of the grounds for making the allegations;
 - (b) Given the opportunity to fully reply and state their case.
- 2.4 At the end of the meeting the employee should be notified of the decision or that the decision will follow and their right to appeal.
- 2.5 Following the meeting the employee should be informed in writing as soon as practicable of the reasons for the dismissal (or other disciplinary action), date of termination (if applicable) and their right of appeal.
- 2.6 The employee is entitled to appeal in writing within 5 working days of receipt of the dismissal letter in accordance with Section 4 below.
- 2.7 The employee may be suspended during the investigation and disciplinary process.

3. Disciplinary action that can be taken

Depending upon the seriousness of the misconduct or poor performance an action from the following non-exhaustive list may be considered appropriate:-

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- Improvement Notice
- Requirement to undergo training
- Written Warning
- Final Warning
- Demotion
- Dismissal

Examples of what constitutes misconduct and the likely level of seriousness can be found in Appendix 1.

4. The Appeal Procedure

- 4.1 If the employee is dissatisfied with the outcome of any stage of the above procedure, he can appeal in writing to the directors of the Company within 5 working days of the date of the decision.
- 4.2 The employee should be notified of the appeal hearing date and given reasonable opportunity to prepare and arrange for a representative to accompany him if required.
- 4.3 In the event that the employee or representative cannot reasonably attend on the date proposed, the employee can request an alternative date and time no longer than 5 days later.
- 4.4 After the hearing, the employee should be notified of
 - (a) the outcome of the appeal;
 - (b) the reasons for the decision; and
 - (c) that the decision is final

as soon as possible in writing.

Appendix 1

Examples of misconduct.

The following list is intended as a non-exhaustive list of examples and is to be used for illustrative guidance only.

Minor Misconduct

- poor job performance involving sub standard work/ failure to meet targets
- persistent lateness
- persistent absenteeism
- use of offensive language
- repetition of any breach already dealt with by Informal Action

Serious Misconduct

- negligence resulting in minor loss Injury or damage
- failure to comply with a specific instruction
- irresponsibility in relation to the Company's employees
- activities of impropriety in relation to the employee's tasks for the Company whether or not within working hours which the Company

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- failure to disclose any personal interest of the employee which conflicts with any matter with which the Employee is engaged
- any breach of confidence relating to the Company's affairs
- further repetition of minor misconduct

Gross Misconduct

- negligence resulting in serious or unacceptable loss, damage or injury
- assault or attempted assault
- theft
- malicious damage to property
- wilful disregard of duties or of instructions relating to the employment
- serious insubordination
- deliberate or serious breach of confidence relating to the Company's affairs
- the use for personal ends of confidential information obtained by the employee in the course of his employment
- falsification of records
- conduct violating common decency
- conviction on a criminal charge relevant to the employee's employment (in serious cases, dismissal shall normally be without notice)
- serious bullying or harassment
- bringing the employer into serious disrepute
- fraud
- serious Incapacity as a result of alcohol or drugs
- further repetition of serious misconduct
- serious misconduct causing an assignment to be terminated

B. Basic Grievance Procedure

1. Purpose

To provide an opportunity for any employee to notify the Company about any concerns or problems about his work, working environment or relationships before such issues develop into disputes. This procedure is not contractual but applies to all employees who should familiarise themselves with its provisions.

Wherever possible all attempts should be made to resolve any grievances informally without recourse to the formal procedure. However, if this is not possible the following procedure should be followed.

2. Procedure

- 2.1 The employee should send a written grievance to a Director of the Company as soon as possible after the issue giving rise to the grievance.
- 2.2 The director should write to the employee:-
 - (a) Inviting the employee to a hearing to discuss the grievance;
 - (b) Inform the employee of the statutory right to be accompanied by a union representative or fellow colleague.
- 2.3 The employee should be given at least 5 working day's notice of the grievance hearing date. However, if either the employee or their representative has good reason and is unable to attend the meeting the date should be reconvened within a reasonable period.
- 2.4 Where appropriate, immediately following the hearing, the Director should undertake a full investigation of the complaint, including where necessary interviewing any relevant people and reviewing all documentation.
- 2.5 Any investigation will be undertaken without unreasonable delay to ensure that the grievance is dealt with as expeditiously as possible.
- 2.6 On completing the investigations, the director should write to the employee notifying him of:-
 - (a) The outcome of the hearing;
 - (b) The right to appeal against any decision.
- 2.7 If an appeal is requested, the employee should be invited to attend an appeal hearing. The employee has a statutory right to be accompanied.
- 2.8 Where possible, the appeal hearing should be conducted by a different Director to the one that conducted the original hearing.
- 2.9 After the hearing a written decision should be sent to the employee as soon as possible and the employee should be notified that this decision is final.

C. Statutory Right to be Accompanied

1. *The Right*

All Company workers have a right to be accompanied by a fellow worker or a trade union official if they make a reasonable request to be so accompanied when they are required or invited to attend certain disciplinary or grievance hearings. Please note however that the right does not automatically apply to all disciplinary or grievance hearings.

2. Reasonable request

2.1 The Company worker should make a reasonable request to be so accompanied but this request does not need to be in writing.

2.2 A request for accompaniment shall not involve a fellow worker whose presence would prejudice the hearing or who might have a conflict of interest.

2.3 The Company shall ensure that the worker or any proposed companion of such a worker is not placed at a disadvantage as a result of exercising or seeking to exercise any right within this section.

3. *Definition*

The word “worker” in this context includes all workers, whether or not employed by the Company.

4. *Types of hearings to which the right applies*

4.1 The above right applies generally to hearings, which could result in the invocation of the formal Grievance and Disciplinary Procedures for example the administration of a formal warning, suspension without pay, demotion, dismissal or the confirmation of a warning issued or some other action taken.

4.2 The right applies specifically to grievance hearings, which concern the performance of a contractual, common law or statutory duty by the Company in relation to a worker, for example, grievances relating to equal pay, discrimination or other rights specifically provided for under the worker's contract of employment such as the entitlement to remuneration during paid holidays.

5. *The accompanying person*

5.1 *The worker can be accompanied by a single companion who is either:*

- *A fellow worker (another Company worker) or*
- *A full time official employed by any trade union or*
- *A lay trade union official who has been reasonably certified in writing by his union as having received training in or possessing experience of acting as a worker's companion at disciplinary or grievance hearings.*

5.2 *The fellow Company worker or trade union official is not bound to comply with a request to accompany a worker and may decide not to accompany the worker. Consequently, no pressure will be applied on*

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the Company worker if he decides not to comply with the request to accompany the worker at the Disciplinary or Grievance Hearing.

- 5.3 *A Company worker who has received a request to accompany a fellow worker and has agreed to do so shall be entitled at the Company's discretion to take a reasonable amount of paid time off to fulfil this responsibility. This paid time off shall cover time spent familiarizing himself with the case and conferring with the worker before and after the hearing.*
- 5.4 *The Company shall ensure that any proposed hearing date is mutually convenient.*
- 5.5 The worker shall provide to the Company full details of his chosen companion.
- 5.6 In the event that the worker or his chosen companion are unable to attend on the date proposed by the Company, the worker is permitted to offer an alternative time and date within 5 working days within a reasonable time of the initial proposed date.
- 5.7 *The Company worker or trade union official who has agreed to accompany the worker shall be permitted to address the hearing, making any relevant points, but shall not be allowed to answer questions on the worker's behalf.*

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D. Health & Safety Policy

Statement

The Company is committed to providing for the health, safety and welfare of all of its employees and will observe the Health and Safety at Work Act 1974 and all relevant regulations and codes of practice made under that Act from time to time.

Although the implementation of this policy is a management responsibility, it is the duty of all employees to act responsibly, and to do everything that they can to prevent injury to themselves and fellow workers.

Employees will be required to work on premises which are neither operated nor controlled by the Company and as such employees are required to comply with any health and safety procedures on such sites, as applicable to external contractors, and to notify the Company of any health and safety issues.

Where the Company becomes aware of a health and safety issue on any premises at which the employee is required to work, the Company shall take reasonably practicable steps to address this problem including notifying the Company's client of the problem.

All employees have the responsibility to co-operate with the Company and third parties to achieve a healthy and safe workplace and to take reasonable care of themselves and others.

Overall and final responsibility for Health & Safety in the Company and the person to whom all such issues should be reported is that of: Paul Mardel / Director

Policy

1. Company's responsibilities

The Company will endeavour to ensure as far as is reasonably practicable:

- 1.1 that details of health and safety risks relevant to the work to be carried out by the employee and the premises on which such work is to be carried out are notified to the Company;
- 1.2 that employees are made aware of any particular health and safety risks on third party premises on which they shall be operating;
- 1.3 that where advised by the employee of health and safety problems or risks that the Company shall take appropriate steps to facilitate the notification to persons with control of the site of such issues;
- 1.4 that records are maintained of any such reported health and safety issues;
- 1.5 that the co-operation of employees to ensure a safe and healthy workplace is encouraged.

2. Employees' duties

The health and safety policy needs the full co-operation of all employees and all employees are expected to assist in its successful implementation by taking

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reasonable care for their own safety and that of others. In particular employees are required to:

- 2.1 comply with all precautions, safety instructions and directions issued by the Company, its Directors or authorised persons both on company and third party premises;
- 2.2 take reasonable care of their health and safety and of those who may be affected by any acts or omissions of the employee and co-operate with the Company in fulfilling its statutory duties;
- 2.3 use equipment only in accordance with the training and instruction provided;
- 2.4 assist in maintaining all equipment, work and storage areas, gangways and staff facilities in a clean and tidy condition, both on Company and third party premises;
- 2.5 report any faulty machinery, power supplies or work equipment straightaway to the appropriate person on the third party premises. Employees should not attempt to repair or adjust machinery or work equipment unless expressly authorised to do so;
- 2.6 report and co-operate with the both the Company and any third party in the investigation of all accidents or incidents that have led or may lead to injury;
- 2.7 report any misuse or interference with work equipment;
- 2.8 comply with all local safety policies, rules or precautions when working at third party premises;
- 2.9 ensure knowledge and compliance with the Company's or a relevant third party's health and safety rules and procedures.

3. Reporting of accidents or incident

- 3.1 If an employee has an accident whilst at work he, or somebody on the employee's behalf, should report it to the Company as soon as practicable after the event. All accidents should be reported however trivial and a record made in the Company accident book.
- 3.2 Failure by an employee to comply with any aspect of the Company's Health and Safety Policy, Procedures or rules will be regarded as misconduct which will be dealt with under the Company's Disciplinary Procedure.
- 3.3 This policy is not contractual but will be reviewed as often as appropriate and all employees will be notified of any changes.

The above Company Policies and Procedures were last revised on 19th December 2007

Signed: *T. Madel*

Dated: