



Gold Group Ltd.

Contract of Employment

Version 7a
Updated 01-02-2025

BETWEEN

GOLD GROUP LIMITED of EAST GRINSTEAD HOUSE, WOOD STREET, EAST GRINSTEAD, WEST SUSSEX, RH19 1UZ ('the Company' 'us' 'we')

AND

The Employee whose name and address are set out at Schedule One of this Contract.

IT IS AGREED AS FOLLOWS:

1 GENERAL

1.1 In this Contract, the following terms shall have the following meanings:

"Confidential Information" means information (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory) relating to the business, products, affairs and finances of the Company and any Group Company for the time being confidential to the Company and any Group Company and trade secrets including, without limitation, technical data and know-how relating to the business of the Company and any Group Company or any of their business contacts, including in particular (by way of illustration only and without limitation) client details, details of the Employee's remuneration and finances of the Company or its clients, temporary workers or applicants.

"Copies" means copies or records of any Confidential Information in whatever form (including, without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) including, without limitation, extracts, analysis, studies, plans, compilations or any other way of representing or recording and recalling information which contains, reflects or is derived or generated from Confidential Information.

"ERA" means the Employment Rights Act 1996.

"Employment" means the employment of the Employee by the Company on the terms of this Contract.

"Employee Handbook" means the Company's employee handbook as amended from time to time. For the avoidance of doubt, the content of which does not form part of your contract of employment unless expressly stated.

"Subsidiary" means in relation to a company (a holding company) means a subsidiary (as defined in section 736 of the Companies Act 1985) and any other company which is a subsidiary (as so defined) of a company which is itself a subsidiary of such holding company.

"Termination Date" means the date the Employee's Employment comes to an end for whatever reason and howsoever caused including, without limitation, by the Company in repudiatory breach of contract.

"WTR" means the Working Time Regulations 1998.

- 1.2 This Contract sets out all the terms and conditions which are required to be given to the Employee pursuant to Section 1 of the ERA.
- 1.3 The headings in this Contract are inserted for convenience only and shall not affect its construction.
- 1.4 References in this Contract to a statutory or legislative provision include any modification, replacement, amendment and/or re-enactment of that provision from time to time.
- 1.5 References in this Contract to the singular include the plural and vice versa.
- 1.6 This Contract replaces all previous terms and conditions of Employment with the Company.
- 1.7 Any schedules referred to in this Contract shall form part of (and are incorporated into) this Contract.
- 1.8 This Contract should be read in conjunction with the Employee Handbook, receipt of which is acknowledged by the Employee. Where any term contained in this Contract contradicts any term in the Employee Handbook, the terms in this Contract shall prevail.

2 APPOINTMENT

- 2.1 The Company shall employ the Employee in the capacity as stated at item 1 of **Schedule One**. The Employment shall be deemed to have commenced on the date set out at item 2 of **Schedule One** and shall continue until terminated in accordance with the provisions hereof.
- 2.2 For the purposes of determining the Employee's continuous period of Employment under Section 211 of the ERA, no period of employment with a previous employer counts towards your period of continuous employment with the Company. In the event an employee has previously worked for the Company, ceased employment and then been re-employed, continuous employment will only be counted from the start date of the current employment and any previous employment will not be counted.

3 FREEDOM OF APPOINTMENT

- 3.1 The Employee warrants that by virtue of entering into or performing any duties under this Contract:
 - 3.1.1 the Employee will not be in breach of any court order or express or implied terms of any contract or of any other obligation binding upon them; and
 - 3.1.2 the Employee is entitled to work in the United Kingdom without any additional approvals and will notify the Company immediately if the Employee ceases to be so entitled at any time during their Employment.
- 3.2 The Employee agrees to indemnify the Company against any claims, costs, damages, liabilities or expenses which the Company may incur as a result of a breach by the Employee of this clause 3.

4 QUALIFICATIONS AND EXPERIENCE

- 4.1 It is an essential term of this Contract that during the recruitment process the Employee has provided honest and accurate information relating to the Employee's education and qualifications as well as the Employee's previous work experience. Breach of this term would be viewed as gross misconduct and grounds for summary dismissal.
- 4.2 The Employee's continued Employment shall be conditional upon them retaining any professional qualifications which are relevant to the Employee's position and the Employee shall immediately notify the Company if the Employee ceases to hold such qualifications whereupon the Company reserves the right in its absolute discretion to terminate the Employment without notice or payment in lieu thereof.
- 4.3 The Company reserves the right to request proof of the Employee's qualifications at any time during the Employment, including copies of certificates.

5 HOURS OF WORK

- 5.1 The Employee's normal hours of work are set out at item 3 of **Schedule One**. The Employee's hours, when they are worked, and the timing and duration of lunch and/or other rest breaks shall be subject to variation by the Company as and when business needs dictate on reasonable notice to the Employee.
- 5.2 In addition to the Employee's normal contractual hours the Employee shall be required to work such additional hours as are reasonably necessary for the proper performance of the Employee's duties under this Contract. The Employee shall not generally be entitled to additional payment for work performed over and above the Employee's contractual hours unless such payment is agreed in advance.
- 5.3 The Employee agrees that for the purposes of the WTR, any legislative provision imposing a maximum number of average weekly working hours shall not apply to the Employment. However, the Employee may revoke agreement to this at any time by giving not less than 3 months' written notice to the Company of the Employee's intention to do so.

6 DUTIES AND JOB TITLE

- 6.1 The Employee shall during the continuance of the Employment devote the whole of the Employee's energies and working hours to the business of the Company and such duties as are from time to time reasonably required as necessary to meet the needs of the Company's business.
- 6.2 The Employee shall at all times and in all respects conform to and comply with the reasonable directions and instructions of the Company. The Employee shall use the Employee's best endeavours to develop and extend the business of the Company and shall in all matters act faithfully to the Company.
- 6.3 The Employee's job title is set out in **Schedule 1**. The Company reserves the right to change the Employee's job title, description and/or duties from time to time as and when business

needs dictate. The method by which the Employee's job is performed may also change during the period of the Employment. The Employee will be expected to adapt to these new methods and the Employee will be provided with the necessary training, where appropriate, to enable the Employee to continue to perform their job to an acceptable standard. You will not be required to pay for any training that is mandatory.

7 REMUNERATION, EXPENSES AND BENEFITS

- 7.1 The Company shall pay the Employee a salary, as specified at item 4 of **Schedule One**, payable monthly in arrears on the last working day in each month, subject to variation by the Company as and when business needs dictate. The salary shall be paid by direct transfer to the Employee's bank, less deductions for PAYE, National Insurance contributions and any other deductions which the Company is required to make.
- 7.2 Any changes in salary will be notified in writing. Salaries will be reviewed from time to time. A review does not mean that the Employee's salary will be increased and any increase does not imply that there will be future increases or that the Employee will be entitled to any future increases.
- 7.3 Employees who commence or cease Employment part way during a month will be paid at a rate calculated at one two hundred and sixtieth (1/260) of their annual salary for each day worked during that month.
- 7.4 If the Employee's position entitles the Employee to receive commission this is set out at item 5 of **Schedule One**.
- 7.5 If the Employee's position entitles the Employee to participate in the car incentive scheme this is set out at item 6 of **Schedule One**.
- 7.6 Reasonable business expenses will only be reimbursed when supported by receipts, submitted in a timely fashion and with prior authorisation, in accordance with the Company's current policy relating to expenses.
- 7.7 By signing this Contract the Employee hereby authorises the Company to deduct from the Employee's remuneration (which for this purpose includes salary, pay in lieu of notice, commission, bonus, holiday pay and sick pay) all monies and/or debts owed by the Employee to the Company and/or any Group Company, including but without limitation overpayments of salary, holiday or other remuneration, the balance outstanding of any loans (and interest where appropriate) advanced by the Company to the Employee and including deductions in respect of the value of any unreturned Company property, including but not limited to car park pass and office keys, on the termination of employment or when requested by the Company.
- 7.8 After successful completion of the probationary period, the Employee may be entitled to additional benefits from the Company. Any benefits applicable to the Employee's Employment are set out in **Schedule One**.

8 PROBATIONARY PERIOD

- 8.1 The first three months of the Employment will be probationary.
- 8.2 The Employment may be terminated by the Employee or the Company by giving one week's notice in writing at any time during this probationary period unless Employment is less than one month, where no notice is required.
- 8.3 The Employment will be reviewed at the end of the probationary period and the Employee will be informed in writing if they have successfully completed the probationary period. If the Employee does not receive any written confirmation from the Company, they should assume that their probation continues.
- 8.4 If the Employee is absent from work due to incapacity during probation for a period which exceeds one week, their probationary period will automatically be extended by the length of the total period of absence to allow adequate monitoring of performance.
- 8.5 The probationary period may be extended at the discretion of the Company.

9 PLACE OF WORK AND MOBILITY

- 9.1 The Employee's normal place of work is the address stated at item 7 of **Schedule One**.
- 9.2 The Company shall be entitled to change the Employee's normal place of work, whether on a temporary or permanent basis, to any such location which is a reasonable travelling distance from the Employee's normal place of work.
- 9.3 The Employee may be required to work away from the Employee's normal place of work at such sites or locations as may be necessary for the proper performance of the Employee's duties under this Contract or as business needs dictate. The Employee may also be required to travel both throughout and outside the United Kingdom, which may include periods of overnight stay. The Employee will not be required to work outside the United Kingdom for more than one month at any time.

10 HOLIDAY ENTITLEMENT

- 10.1 The Company's holiday year runs from 1st January to 31st December. In each holiday year the Employee is entitled to the number of days' holiday as stated at item 8 of **Schedule One**. The Employee is also entitled to all public holidays in England and Wales from the commencement of this Contract.
- 10.2 Holidays are to be taken at such times as may be agreed with the Company in writing. The Company reserves the right to refuse an Employee's request to take holiday during a particular period if business needs so dictate. Unless otherwise agreed by the Company, the Employee is not permitted to take more than two weeks' holiday at any one time. At least four weeks' notice is required of an intended holiday.
- 10.3 The Company reserves the right to dictate periods and/or refuse holiday. The Company operates a shutdown period each year between Christmas Day and New Years' Day. The Employee is not required to work during this period but will not be required to take

annual leave to cover this period and are not required to report for work. However, if due to the nature of the Employee's role, the Employee may be required to work during the shutdown period and is required to work some hours (usually half days) during the Christmas shutdown period in any particular year, the Company will endeavour to give the Employee at least 8 weeks' notice. If the Employee is required to work during the annual Christmas shutdown period in any given year, which is only applicable to back office employees due to the nature of their role, then 0.5 additional day's holiday will be added to the Employee's annual holiday entitlement for each half day worked during that Christmas period. If additional holiday entitlement is created during the Christmas shutdown period then this additional holiday entitlement may be carried forward into the following year's holiday allowance.

- 10.4 The Employee may not carry any holiday entitlement forward to a subsequent holiday year without permission from the Company and, save as provided by sub-clause 10.6, is not entitled to payment for unused holiday. Holiday entitlement may be carried forward if the Employee has been prevented from taking it in the relevant holiday year by one of the following reasons: sickness absence or statutory maternity, paternity, adoption, shared parental, parental or parental bereavement leave. In cases of sickness absence, carry-over is limited to four weeks' holiday pay per year less any leave taken during the holiday year that has just ended. Any such carried over holiday which is not taken within eighteen months of the end of the relevant holiday year will be lost.
- 10.5 In the holiday period in which the Employment commences and terminates, the Employee's holiday entitlement shall be calculated on a pro rata basis for each complete week worked.
- 10.6 If the Employee resigns or is dismissed, the Employee will be entitled to a pro rata payment in lieu of any unused holiday entitlement unless the Employment is terminated by the Company for misconduct or the Employment is terminated prior to the expiry of the probationary period in which case payment in lieu of accrued holiday will be limited to that accrued holiday which falls within the statutory minimum entitlement under the Working Time Regulations.
- 10.7 If the Employee has taken more holiday than the Employee is entitled to when the Employment comes to an end, whether by resignation, dismissal or otherwise, the Employee hereby consents to and the Company is hereby authorised to deduct the value of the days taken in excess of the Employee's accrued holiday entitlement from the final payment made to the Employee. The basis for such calculation shall be 1/260 of the Employee's salary for each day owed.

11 SICKNESSES AND SICKNESS PAY

- 11.1 If the Employee is absent from work for any reason and the absence has not previously been authorised by the Company, the Employee, or someone on the Employee's behalf, should telephone the Employee's line manager, a senior manager or the HR department by 8.30 am on the first day of absence. For the avoidance of doubt, it is not acceptable to notify the Company by text message or email or any other method, other than by telephone. The reason for absence must be stated and where possible, it should be indicated when the Employee expects to return. The Employee should also leave details of how and where the Employee can be contacted during the period of absence, where practicable. The Employee must not leave a message with a colleague or the switchboard. Only when the Employee is unable to telephone personally should someone else notify the Company on the Employee's behalf. Failure to adhere to the above notification procedures may result in disciplinary action

being taken against the Employee and non-payment for the time involved. For the avoidance of doubt, the above notification procedure applies to sickness absence and any other absence or delay in getting to work.

- 11.2 Any unauthorised absence must be properly explained. In the case of an absence of uncertain duration the Employee must keep the Company regularly informed of its expected duration.
- 11.3 If the Employee is absent from work due to sickness or injury, which continues for more than three days, the Employee must provide the Company with a Self-Certification form, on return to work.
- 11.4 The Employee is required to produce a medical certificate from a doctor after an absence from work (due to sickness or injury) of more than 7 calendar days and thereafter on a regular basis until the Employee's return to work. It is the Employee's responsibility to keep the Company informed about the Employee's progress and likely date of return.
- 11.5 With regards to sickness absence, the Employee will automatically be paid in line with the current statutory sick pay scheme (SSP). Qualifying days for SSP purposes are Monday to Friday. Any payments in addition to this will be at the sole discretion of the Company.
- 11.6 The Company shall be entitled to review the Employee's sickness record at any stage of absence.
- 11.7 All unauthorised absence, for example leaving the Company's premises without permission or failing to comply with our notification and certification procedures will be recorded on your attendance record and would be dealt with if necessary, under our disciplinary procedure.
- 11.8 Repeated or prolonged absences of any kind may result in action in accordance with the Company's Capability Procedure.
- 11.9 Where provided for under **Schedule One**, the Company reserves the right to withhold the entitlement to payment of commission where an Employee has been absent from work for a period in excess of 14 calendar days. On the Employee's return to work following absence, commission will recommence and be paid in accordance with item 5 of **Schedule One**.
- 11.10 If the Employee is absent from work due to an accident or condition for which a third party is liable, the Employee shall immediately notify the Company of that fact and the Employee shall receive all payments pursuant to this clause 11 as loans by the Company to the Employee (notwithstanding that as an interim measure such payments may be subject to income tax and other deductions as if they were emoluments of Employment) which shall be repayable to the Company in the event that the Employee recovers any compensation from a third party in respect of the Employee's injury, condition or absence from work (whether by Order of a Court, Settlement or howsoever made), which recovery shall be immediately notified to the Company.
- 11.11 The Employee consents to a medical examination (at the Company's expense) by a doctor or other practitioner (which could include Occupational Health) nominated by the Company should the Company so require.

- 11.12 If the Employee is ill during a period of pre-arranged annual leave such that the Employee would not have been able to perform their duties had they not been on annual leave, the days of illness will be treated as sickness absence instead of annual leave. The Employee must inform their manager of the illness and its likely duration on the first day of their illness even if they are abroad. The absence will not be treated as sickness absence unless the Employee provides a medical certificate or other evidence of illness.

12 OTHER PAID LEAVE

- 12.1 The Employee may be eligible to take the following types of paid leave, subject to any statutory eligibility requirements or conditions and the Company's rules applicable to each type of leave in force from time to time (details of which are set out in the Employee Handbook):
- (a) statutory maternity leave;
 - (b) statutory paternity leave;
 - (c) statutory adoption leave;
 - (d) shared parental leave;
 - (e) parental bereavement leave.

13 DRIVING DUTIES AND CAR PARK

- 13.1 When the Company has authorised the Employee to use their own car for business purposes it is the Employee's duty to ensure the vehicle is properly insured.
- 13.2 The Company reserve the right to charge £25 to the Employee for a replacement car park pass if a pass is lost or not returned at the Company's request.

14 LIMITS OF AUTHORITY

- 14.1 The Employee is not permitted to authorise any variation to the Company's Terms of Business, agree any discounts on charges or authorise any expenditure for any reason without the prior written authority of an authorised representative of the Company.
- 14.2 The Employee is not permitted to entertain any of the Company's clients or applicants in or out of the office without the prior authority of an authorised representative of the Company.
- 14.3 The Employee is not permitted, except in the course of carrying out the Employee's normal working duties, to divulge their home telephone number or address to any client, temporary worker or applicant of the Company, without the prior written authority of an authorised representative of the Company.

15 OUTSIDE COMMUNICATIONS

- 15.1 The Employee shall not on behalf of the Company make contact with or communicate with any member of the press or media or anyone so connected unless the Employee has obtained the prior written permission of the Company, or their duly authorised nominee. Any breach by the Employee of this provision may be regarded as gross misconduct for which the Employment may be terminated without notice or payment in lieu of notice.

16 PENSION

- 16.1 The Company will comply with its statutory obligations in respect of pension provision and arrangements. Further information is available from the Employee's Line Manager.

17 OTHER EMPLOYMENT

- 17.1 During the Employment the Employee shall not, without the prior written permission of the Company, undertake any other Employment outside working hours, whether paid or unpaid, nor be interested in, engaged in or be concerned with (whether directly or indirectly) any business or undertaking which carries on the same or similar business as the Company save that:
- a) The Employee may hold up to 5% of any securities in a company which is quoted on any recognised Stock Exchange; and
 - b) Nothing in this clause shall prevent the Employee from providing services on a voluntary basis to any members club or charitable organisation so long as it will not affect the Employee's ability to carry out the Employee's duties hereunder nor in any way be in breach of the other obligations of the Employee hereunder.
- 17.2 During the Employment the Employee shall :
- a) Not make any preparation for the purposes of engaging, directly or indirectly, whether on the Employee's own account or for any person, firm or company in any business which carries on the same or similar business as the Company.
 - b) Induce or seek to induce any employee of the Company to leave the Employment of the Company or to engage, directly or indirectly, whether on the Employee's own account or for any person, firm or company in any business which carries on the same or similar business to the Company.
- 17.3 The Employee confirms that they have disclosed fully to the Company all circumstances in respect of which there is, or there would be, a conflict of interest between the Company and the Employee or the Employee's spouse or civil partner or other immediate relative and the Employee agrees to disclose fully to the Company any such circumstances which arise during the Employment as soon as they shall have become aware of the same.

18 ACCEPTING GIFTS

- 18.1 The Employee shall not accept gifts or hospitality other than by way of a token nature (of a value under £50.00) from any person, firm or company with whom the Employee has any business dealings on behalf of the Company provided that the Employee may accept such hospitality with the prior approval of the Company.

19 DISCIPLINARY AND GRIEVANCE PROCEDURES

- 19.1 The Company's disciplinary and grievance procedures are set out in the Company's Employee Handbook available on the intranet and from the individual responsible for Human Resources. These rules and procedures do not form part of the Employee's contract of employment.

- 19.2 If the Employee wishes to appeal against a disciplinary decision, the Employee may appeal in writing to Human Resources in accordance with the Company's disciplinary procedure.
- 19.3 If the Employee wishes to make a formal grievance, the Employee should lodge their grievance to Human Resources in accordance with the Company's grievance procedure. If the grievance concerns that person, the Employee should lodge their appeal with the individual responsible for Human Resources.
- 19.4 The Company reserves the right to suspend the Employee on full pay from the Employee's duties whilst a proper investigation is made into any allegation of misconduct or neglect against the Employee. The Company does not consider such suspension a disciplinary sanction.

20 TERMINATION

- 20.1 If the Employment is confirmed at the end of the probationary period the Employment may thereafter be terminated by the Company or the Employee giving the number of weeks' notice in writing as provided at item 9 of **Schedule One**.
- 20.2 The Company reserves the right to pay the Employee in lieu of notice (or a combination of salary in lieu and short notice), or to require the Employee to remain away from work during the notice period. Any payment in lieu of notice will be restricted to basic salary only and will have all relevant tax and National Insurance sums which may be due, deducted at source.
- 20.3 The Company will be under no obligation to assign any duties to the Employee, or to provide any work for the Employee and will be entitled to exclude the Employee from its premises for any part of the notice period.
- 20.4 Where the Company requires the Employee to remain away from work during the notice period (whether the Employee or the Company gave notice) the Employee is required to comply with all the terms of this Contract and any other conditions set by the Company and whilst on full pay, will not work for any other person, firm, corporate body or on the Employee's own behalf without the Company's prior written permission.
- 20.5 On termination, where applicable, commission will be paid on existing business, which has been concluded by having already received payment for contract and permanent invoices on or before the Termination Date.
- 20.6 The Company may terminate the Employment without notice or payment in lieu of notice in the event of gross misconduct by the Employee.
- 20.7 Any outstanding Company loans or season ticket loans will be re-payable in full before the Termination Date. Should any monies still remain outstanding after the Employee's Termination Date, such outstanding amounts may be deducted from the Employee's final salary payment, with any further outstanding amounts then being recoverable as a debt owed by the Employee to the Company.

21 RESTRICTIVE COVENANTS

- 21.1 The Restrictive Covenants relevant to your employment are set out at **Schedule Two** of this Contract.

22 CONFIDENTIALITY

- 22.1 The Employee is aware that in the course of the Employment the Employee will have access to and be entrusted with Confidential Information.
- 22.2 Without prejudice to the Employee's common law duties, the Employee shall not (except in the proper course of the Employee's duties, as authorised or required by law or as authorised by the Company), either during the Employment or at any time after termination thereof (howsoever arising):
- 22.2.1 Use any Confidential Information; or
 - 22.2.2 Make or use any Copies; or
 - 22.2.3 Disclose any Confidential Information to any person, company or other organisation whatsoever.
- 22.3 In particular the Employee shall not:
- 22.3.1 Apply for any permanent or temporary vacancy notified by the Company's clients without prior written consent of the Company.
 - 22.3.2 Disclose details of the Employee's salary and remuneration to other Employees of the Company.
 - 22.3.3 Disclose details of any Applicant or Client information to any third parties.
- 22.4 The Employee shall be responsible for protecting the confidentiality of the Confidential Information and shall:
- 22.4.1 Use the Employee's best endeavours to prevent the use or communication of any Confidential Information by any person, company or organisation (except in the proper course of the Employee's duties, as required by law or as authorised by the Company); and
 - 22.4.2 Inform the Company immediately upon becoming aware, or suspecting, that any such person, company or organisation knows or has used any Confidential Information.
- 22.5 All Confidential Information and Copies shall be the property of the Company and shall be handed over to the Employee's immediate superior on the termination of the Employment, or at the request of the Company, at any time during the Employment. The contact details of business contacts made during the course of employment are regarded as Confidential Information and the Employee will be required to delete all such details from any social networking sites such as Facebook or LinkedIn accounts on termination of employment or at any time during the Employment upon the request of the Company.

- 22.6 The restrictions in this Clause 22 shall not apply in respect of any information which is or becomes in the public domain (otherwise than through the Employee's unauthorised disclosure) or which the Employee is required to disclose by any court or competent authority.
- 22.7 Nothing in this Clause 22 shall prevent the Employee from disclosing information which the Employee is entitled to disclose under the Public Interest Disclosure Act 1998, provided that the disclosure is made in accordance with the provisions of that Act.
- 22.8 Any breach of the Employee's obligations in Clause 22 may lead to disciplinary proceedings and may result in dismissal with or without notice or payment in lieu of notice.

23 INVENTIONS AND PATENTS

- 23.1 For the purposes of this clause the following expressions shall have the following respective meanings:

"Intellectual Property Rights" means patents, rights to Inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential 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 renewals or extensions of, 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.

"Inventions" means inventions, ideas and improvements, whether or not patentable, and whether or not recorded in any medium.

- 23.2 Any Invention or works embodying Intellectual Property Rights which are relevant to, or are reasonably capable of being used in, the business of the Company or any Group Company made wholly or partially by the Employee in the course of the Employment shall be the exclusive property 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 shall hold them on trust for the Company. The Employee undertakes at the expense of the Company to promptly execute any formal and additional assignment and do all acts as may, in the opinion of the Company, be necessary to give effect to this clause.
- 23.3 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 23.1.
- 23.4 The Employee hereby irrevocably appoints the Company to be the Employee's attorney to execute and do any such instrument or thing and generally to use their name for the purpose of giving the Company or its nominee the benefit of this clause 23 and acknowledges in favour of a third party that a certificate in writing signed by any Director or the Secretary of the Company that any instrument or act falls within the authority conferred by this clause 23 shall be conclusive evidence that such is the case.

24 MONITORING OF COMMUNICATIONS

- 24.1 The Employee consents to the Company monitoring and recording any use that the Employee makes of the Company's electronic communications systems for the purpose of ensuring that the Company's rules are being complied with and for legitimate business purposes. The Employee shall comply with any electronic communication systems policies that the Company may issue from time to time.

25 DATA PROTECTION

- 25.1 The Company will collect and process information relating to the Employee in accordance with the privacy notice which is on the intranet.
- 25.2 The Employee shall comply with the privacy standard when handling personal data in the course of employment including personal data relating to any employee, customer, client, supplier or agent of the Company. The Employee will also comply with the Company's Electronic Communications Policy.
- 25.3 The Employee will be required to sign a copy of the privacy notice and privacy standard and return these to the individual responsible for Human Resources.
- 25.4 Failure to comply with the privacy standard or any of the Company's policies may be dealt with under the Company's disciplinary procedure and, in serious cases, may be treated as gross misconduct leading to the Employee's summary dismissal.

26 CHANGE OF PERSONAL CIRCUMSTANCES

- 26.1 The Employee undertakes to inform the Company immediately of any changes to personal circumstances including change of address and/or telephone number, next of kin, bank or building society details, any relevant attachment of earnings order, criminal convictions, loss of driving or other relevant licences.
- 26.2 The Employee warrants that they have given to the Company all the correct details regarding the above (including tax code, if any). Should the Company discover that any false information in this respect has been given, the Company reserves the right in its absolute discretion to terminate the Employment without notice or payment in lieu thereof.

27 REPORTING MISCONDUCT

- 27.1 The Employee shall report to the Company any acts of misconduct, dishonesty or breach of Company rules committed, contemplated or discussed by any other member of staff. Any failure to do so may be regarded as gross misconduct.

28 SECURITY

- 28.1 The Employee shall use all reasonable endeavours to ensure the safety and security at all times of all documents, papers, and correspondence. The Employee shall not take home at the end of the day any papers or documents belonging to the Company except where this is strictly necessary for the proper performance of the Employee's duties. Any unauthorised conduct in this respect, which causes loss or damage to the Company or to any third party, will be regarded as gross misconduct.

29 NOTICES

- 29.1 Any notice required to be given hereunder shall be delivered or sent by first class post or by email or fax to the address of the other party set out in this Contract (or such other address as may have been notified or in the case of the Employee, to them in person) and any such notice shall be deemed to have been served, if delivered, at the time of delivery, if sent by post, upon the expiration of 48 hours after posting and if sent by email or fax, at the time of dispatch.

30 COLLECTIVE AGREEMENTS

- 30.1 There are no collective agreements currently in force which directly or indirectly affect the terms and conditions of the Employment.

31 WAIVER

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

32 INDEMNITY

- 32.1 Where any losses are sustained in relation to the property or monies of the Company or in relation to any of its clients, visitors or other employees during the course of the Employment caused through the Employee's gross recklessness or dishonesty, the Company reserves the right to require the Employee to repay any of the said losses, either by deduction from salary or any other method acceptable to the Company. The Company may also require the Employee to repay any damages, expenses or any other monies paid or payable by the Company to any third party for any act or omission for which the Company may be deemed vicariously liable on the Employee's behalf (including any excess in relation to the Company's Car Insurance Policy for any claim relating to damage to a motor vehicle for which the Employee is deemed to be responsible).

33 CHANGES TO TERMS OF EMPLOYMENT

- 33.1 The Company reserves the right to vary the terms of this Contract, which will be notified to the Employee in writing within one month of such variation.

34 JURISDICTION

- 34.1 This Contract shall be construed in all respects under the law of England and Wales and the Courts of England and Wales shall have jurisdiction in all matters relating thereto.

35 POLICIES & PROCEDURES

- 35.1 The Employee's employment with the Company will be in accordance with and subject to the policies and procedures in force for the duration of their employment. The Employee is required at all times to comply with these policies and procedures in force from time to time. Breaches of company policies or procedures may result in disciplinary action up to and including dismissal. These policies and procedures do not form part of this Contract. The Company reserves the right to renew, revise, amend or replace these policies and procedures from time to time to reflect the changing needs of the business. These policies and procedures are available for inspection within the Employee Handbook and on the intranet.

SCHEDULE ONE

MAIN TERMS OF EMPLOYMENT

Name of Employee:

Address of Employee:

- 1 Job Title:
- 2 Commencement Date:
- 3 Hours: 40 hours each week

8.30 to 17.30 Monday to Friday (inclusive) with one hour for lunch to be taken between 12.00 and 14.00 each day. The days and hours of work are not intended to be variable but may be varied where business needs dictate.
- 4 Annual Salary:
- 5 Commission: **For Consultants:** Please see Schedule Three for details

For Resourcers: Please see Schedule Three – Resourcer Commission for details

Delete when appropriate – Upon completion of a successful probation.

Or Not applicable
- 6 Car Incentive Scheme: For Consultants see Schedule Four for details

Or Not applicable
- 7 Place of Work: 5th Floor, East Grinstead House, Wood Street, East Grinstead, West Sussex, RH19 1UZ
- 8 Holiday: 20 days plus public holidays

A further day's holiday is added for each complete holiday year worked up to a maximum of 25 days holiday per year (plus public holidays).
- 9 Notice by Employee and the Company: 1 month or 1 week per year of completed service up to a maximum notice period of 12 weeks.

SCHEDULE TWO

RESTRICTIVE COVENANTS

- 1 For the purposes of this Schedule the following expressions shall have the following meanings:
- 1.1 **"Applicant"** means an applicant for permanent employment who is registered with the Company at the Termination Date and was an applicant with whom the Employee dealt.
- 1.2 **"Client"** means a person, firm or corporate body who is or was within the Relevant Period or for the period of the Employment if shorter, (i) in contact with the Company or (ii) in the habit of dealing with the Company for the purpose of obtaining permanent, temporary or contract staff and whose name is recorded in the Company's records and was a client with whom the Employee dealt or (iii) is a Prospective Client.
- 1.3 **"Competing Business"** means any person, firm or corporate body providing services directly or indirectly in competition with the Company.
- 1.4 **"Critical Person"** means any person who was an employee, agent, director, consultant or independent contractor employed, appointed or engaged by the Company at any time within the Relevant Period who by reason of such employment, appointment, engagement and in particular their seniority and expertise or knowledge of trade secrets or confidential information of the Company or knowledge of or influence over the clients, customers or suppliers of the Company is likely to be able to assist or benefit a business in or proposing to be in competition with the Company
- 1.5 **"Prospective Client"** means any person, firm or corporate body to whom or which during the Relevant Period the Company had submitted a tender, taken part in a pitch or made a presentation to or with who it was otherwise negotiating for the supply of Relevant Services.
- 1.6 **"Relevant Area"** shall mean a radius of twenty miles from the Employee's place of work during the Relevant Period
- 1.7 **"Relevant Period"** means the period of twelve months prior to and ending on the Termination Date.
- 1.8 **"Relevant Services"** means any services with which the supply the Employee was directly concerned or connected or of which the Employee had personal knowledge during the Relevant Period in the course of the Employment under this Contract.
- 1.9 **"Restricted Period"** means the period of six months from the Termination Date
- 1.10 **"Team Member"** shall mean any person employed by the Company in the same team, role and/or department of the Company as the Employee and with whom the Employee had significant contact during the Relevant Period;
- 1.11 **"Temporary Worker"** means an individual or corporate body who is registered with the Company at the Termination Date for the purposes of finding temporary or contract work with clients or who at that date is carrying out temporary or contract work for a client and in each case, was a person with whom the Employee dealt.

- 2 The Employee will not without the prior written consent of the Company (such consent only to be withheld so far as may reasonably be necessary to protect the legitimate business interests of the Company) during the Employment or the Restricted Period whether alone or jointly with any other person and whether as shareholder, adviser, principal, partner, agent, director, employee, consultant or otherwise of the Competing Business, directly or indirectly:
 - 2.1 Solicit or canvass, attempt to solicit or canvass, facilitate the solicitation of, deal with or accept instructions in respect of Relevant Services from any Applicant, Client or Temporary Worker;
 - 2.2 Do anything which causes or may cause an Applicant, Client or Temporary Worker to cease, alter or materially to reduce its business to the Company; or
 - 2.3 Entice away or endeavour to entice away from the Company, employ or endeavour to employ or engage any Critical Person.
 - 2.4 For a period of six months after the termination of employment, work together with any Team Member where the Employee and such Team Member have acted in concert in leaving the Company's employment.
 - 2.5 For a period of six months after the termination of employment, within the Relevant Area, either alone or jointly with or as a manager, agent, consultant, partner, or employee of any person, firm, company or other organisation directly or indirectly carry on or be engaged in any activity or business which is engaged or concerned with the supply of Relevant Services;
 - 2.6 The restrictions contained in 2.1 to 2.3 apply equally to Applicants, Clients, Temporary Workers, and consultants with whom any other employee of the company under the Employee's supervision had dealings.
- 3 The Employee acknowledges that the restrictions contained in this Schedule are fair, reasonable and necessary to protect the goodwill and legitimate business interests of the Company. If any of the restrictions or obligations contained in this Schedule are held not to be valid on the basis that they exceed what is reasonable for the protection of the goodwill and legitimate business interests of the Company but would be valid if part of the wording were deleted then such restrictions or obligations shall apply with such deletions as may be necessary to make it enforceable.
- 4 The Employee shall not at any time after the Termination Date either personally or by the Employee's agent, directly or indirectly, say or do, or cause or permit anything to be said or done by another person, group, firm or company anything which is or is calculated to be prejudicial to the business or other interests of the Company or which results or is likely to result in the discontinuance of any contract or other relationship, arrangement or benefit to or with the Company provided always that the Employee shall not be prevented from exercising the Employee's statutory and/or contractual rights under this Contract or by anything contained therein.
- 5 The Employee shall not at any time after the Termination Date either personally or by the Employee's agent, directly or indirectly, falsely represent himself as being in any way still connected with or interested in the business of the Company.
- 6 The Employee acknowledges and agrees that the Employee will draw the provisions of these restrictions to the attention of any third party who may at any time before or after the termination of the Employment offer to engage the Employee in any capacity and for whom or with whom the Employee intends to work during the Relevant Period.

SCHEDULE THREE

COMMISSION

1. Commissions are paid monthly in arrears.
2. The Company reserve the right to reclaim commission if the client does not pay Gold in full.
3. Should the Company have to refund a client any fees, then the relevant commission adjustments will be made as if the placement had not taken place in the particular month.
4. The Company reserves the right to review and amend any of the commission plans by giving two months' notice in writing or, in exceptional circumstances, on immediate notice.

Contract Commission Plan:

% Margin	Comm %
0 - 7	0
8 - 14	10
15	15
16	16
17	17
18	18
19	19
20	20
21	21
22	22
23	23
24	24
25+	25

1. Commissions are calculated on the amount of gross profit created from the invoices and timesheets received by the Accounts Department each month.
2. Commission is calculated individually per placement based on the above table.
3. Placements under £4 an hour are paid at a flat rate of 10%.
4. A Team Leader must sign off any new business agreed under a 15% margin.

PERMANENT COMMISSION PLAN

The commission plan is based on the total invoice value per month. The exact dates of the commission months are notified in advance.

Monthly Billing		
From:	To:	Commission:
£0	£10,000	10%
£10,001	£15,000	15%
£15,001	£20,000	20%
£20,001	£25,000	25%
Over £25,000	-	30%

For commission calculations each billing band is treated separately (i.e. £16,789 in monthly billing would earn £2,107.80 in commission).

For all permanent deals resourced by a delivery consultant, there will be a fee deducted from the sales consultant. The deductions are calculated as follows:

Resourced GP of Placement	Commission Deduction
£0+	(£100)
£5,000+	(£150)

These deductions will be made from the sales consultants/account managers commission. There will not be any reduction from the GP total i.e the GP total will still show as £7K but the commission received by the consultant will be reduced by the delivery consultant charge shown above.

This will apply to permanent deals only and will not affect contract deals done. The 25% reduction will remain in place for all incentives.

DELIVERY CONSULTANT COMMISSION

The table below shows the bandings of GP and the appropriate Commission payable for permanent placements.

GP of Placement	Commission
£0 +	£125
£3,000 +	£150
£5,000 +	£275
£7,000 +	£400
£9,000 +	£550

For contract Commission a Delivery Consultant will be paid as stated below for each placement provided the contractor works four complete consecutive weeks (as per their contract) or 20 complete days.

Team	Commission
Gold	£150

The Company reserves the right to review and amend this scheme by giving two months written notice or, in exceptional circumstances, on immediate notice. The latest versions will always be available on the Company intranet.

SENIOR DELIVERY CONSULTANT COMMISSION

To become a senior delivery consultant you need to do 24 deals within a 12 month rolling period. The table below shows the bandings of GP and the appropriate Commission payable for permanent placements.

GP of Placement	Commission
£0 +	£175
£3,000 +	£200
£5,000 +	£300
£7,000 +	£400
£9,000 +	£550

For contract Commission a Senior Delivery Consultant will be paid as stated below for each placement provided the contractor works four complete consecutive weeks (as per their contract) or 20 complete days.

Team	Commission
Gold	£200

The Company reserves the right to review and amend this scheme by giving two months written notice or, in exceptional circumstances, on immediate notice. The latest versions will always be available on the Company intranet.

SCHEDULE FOUR

CAR ALLOWANCE COMPANY BENEFIT

Where provided for under Schedule One, Employees have the opportunity to receive a car allowance as a salary benefit in recognition of their sales performance. The benefit is payable on a monthly basis and added to your basic salary within the company payroll and is based on any actual Gross Profit (GP) achieved individually. This will attract Tax and NI in the normal way.

The table below shows the levels of GP and the appropriate car allowance payment that will be made.

Level	3 month rolling GP total	Car allowance
Level 1	£20,000+	£200
Level 2	£30,000+	£300
Level 3	£45,000+	£400
Level 4	£60,000+	£500
Level 5	£75,000+	£600

The car allowance will be calculated each month from any actual GP over the previous 3 months, on a rolling basis. All payments will be made monthly in arrears in line with commissions.

In the event that a rebate is subsequently given or a client does not pay, then this will be reviewed on a case by case basis. The company reserves the right to review and amend this scheme by giving two months written notice or, in exceptional circumstances, on immediate notice. The latest versions will always be available on the company intranet.

For new sales staff or promotions within the business any Car Allowance given in your contract and/or subsequent letters will be applicable for a maximum six months period after which this scheme will apply. If you achieve a higher level within the six months, then you will receive the higher amount.