

BETWEEN:**(1) STERLING SOLUTIONS UMBRELLA LIMITED**

(Company number 4838349) whose registered office is at Sterling House, 810 Mandarin Court, Centre Park, Warrington, WA1 1GG ("Company").

(2) EMPLOYEE

Is the individual named within this Contract of Employment, who will perform services on behalf of the Company.

1. COMMENCEMENT OF EMPLOYMENT

The Employee's employment with the Company will commence on the date when all completed and signed documentation is returned to complete the joining process.

No previous employment counts as part of his/her period of continuous employment with the Company.

2. REPORTING

The Employee will report to a payments clerk, or such other person as may be authorised by the Company and notified to the Employee.

3. PLACE OF WORK

The nature of the Employee's work is such that he/she may be required to work at any place that the Company requires him/her to work for a client within the United Kingdom or abroad.

4. HOURS OF WORK

The Company agrees to offer the Employee opportunities to work in the above position when a suitable assignment becomes available to a client of the Company who may require his/her services.

The Company is under no obligation to provide the Employee with any work or to provide any minimum number of hours of work in any day or week but the Company shall use its reasonable endeavours to provide work for the Employee from time to time. The Employee acknowledges that there may be periods between assignments where no work is available.

The Employee is employed on a zero hour basis. He/she has no set hours of work and hours of work will vary according to the requirements of the assignment which he/she is engaged upon from time to time. Subject to Employee's entitlement to take annual leave, it is a condition of employment that he/she must be available for work at all times.

5. PAY

The Company will pay the Employee wages calculated at an hourly rate of pay in accordance with National Minimum Wage legislation in force at the relevant time. Such wages will be paid at regular intervals, the longest of which will be monthly in arrears and will be subject to the prior deduction of income tax and National Insurance contributions.

6. DEDUCTIONS FROM PAY

The Company shall be entitled to deduct any amounts owed to the Company by the Employee from his/her wages.

If, on the termination of employment, the Employee owes any money to the Company, the Company shall be entitled to deduct any such money from any wages due.

The Company shall be entitled to appoint a third party to assist in the recovery of all amounts owed by the Employee to the Company and the Company shall be entitled to recover and the Employee shall indemnify and shall keep indemnified the Company in respect of all costs, fees and expenses incurred by or on behalf of the Company in taking such action.

7. EXPENSES

The Company shall (in accordance with the Company's expenses policies and expense claim form issued from time to time) by way of reimbursement, pay or procure to be paid to the Employee all reasonable tooling, travelling, hotel, subsistence and other out-of-pocket expenses wholly exclusively and necessarily incurred by him/her in or about the performance of his/her duties hereunder.

Except where specified to the contrary, all expenses shall be reimbursed subject to the Employee providing appropriate evidence (including receipts, invoices, tickets and/or vouchers as may be appropriate) of the expenditure in respect of which he/she claims reimbursement.

8. HOLIDAYS

The Employee is entitled to 24 days paid holiday each holiday year. This entitlement is inclusive of bank and public holidays and holiday entitlement under the Working Time Regulations 1998. The holiday year commences on 1st April and ends on 31st March each year and it is the Employee's obligation to ensure that the full holiday entitlement is taken during the holiday year.

The Employee will accumulate holiday pay at a rate of 10.17% of the hourly rate of pay, in accordance with the Working Time Regulations, referred to in 5 above for each hour worked.

The amount of holiday pay will be shown on each payslip the Employee receives and will be paid at such time as any holidays are taken.

The Company may require the Employee to take holidays during periods when no assignment is available.

The Employee may only request and take holidays that have been accrued in the current holiday year.

Any holiday entitlement must be taken in the holiday year during which it is accrued.

Holidays are not permitted to be taken in any other holiday year than the holiday year in which they are accrued.

On termination of employment the Employee will receive a payment equivalent to any holidays accrued but not taken in the holiday year in which the employment terminates. The entitlement can be calculated by multiplying the total period of leave to which the Employee is entitled by the proportion of the leave year which has expired before the employment terminates, less any period of leave taken between the start of the leave year and the termination date.

9. SICKNESS ABSENCE AND SICK PAY

If the Employee is unable to attend work because of sickness or injury he/she must notify his/her payments clerk as soon as reasonably possible and in any event within one hour of his/her start time; and

complete and return to the Company a self-certification form in respect of the first seven days (including weekends) of any sickness absence; and

provide the Company with a medical certificate from his/her General Practitioner or other registered medical practitioner for periods of sickness absence in excess of seven days (including weekends) or more and with medical certificates for each subsequent week of sickness absence.

The Company will pay statutory sick pay in accordance with legislation in force from time to time, provided the Employee complies with the notification and certification procedure set out above.

10. TERMINATION

The written notice which the Company is required to give to terminate the Employee's employment is one week's notice if continuously employed for up to two years and then one week's additional notice for each completed year of employment from two completed years up to a maximum of twelve weeks' notice.

The notice required from the Employee to the Company to terminate employment is one weeks written notice.

The Employee's employment may be terminated summarily without notice by the Company in the event that the Company believes that the Employee has committed any gross or serious misconduct.

The Employee's employment may be terminated summarily or, at the sole discretion of the Company, suspended for such period as the Company shall decide where the Employee at any time ceases to hold all necessary licences and permits required to carry out the role for which the Employee is employed.

11. STATUS OF THE EMPLOYEE

Although the Employee will be subject on occasions to a clients regulations when attending their premises or sites the Employee will remain throughout the currency of this agreement an employee of the Company and will automatically be subject to the reasonable rules of the Company.

Until the Employee notifies the Company to the contrary in writing the Company shall be entitled to assume that the Employee will agree to opt out, to the extent that they may apply, of the Conduct of Employment Agencies and Employment Business Regulations 2003 in respect of all future assignments.

12. OBLIGATIONS OF THE EMPLOYEE

The Employee shall, when sent on an assignment and when providing services to a client, comply with the following conditions:-

Not to engage in any conduct detrimental to the interests of the Company;

Be present during the times, or for the total number of hours during each day or week as may be agreed;

As and when required by the Company or a client to produce time sheets which accurately reflect the work done and hours worked;

Maintain all certificates and permits required to carry out the Employee's role and to immediately notify the Company where any such certificates or permits are revoked or expire and are not immediately renewed;

Take all reasonable steps to safeguard the Employee's own safety and the safety of other persons who may be affected by the Employee's actions at work.

The Employee shall not make use of or otherwise infringe the copyright, trademarks, patents or other intellectual property right of any third party.

The Employee shall not either during the term of his/her employment or at any time after its termination:

- disclose to any person or persons;
- use for his own purposes or for any purposes other than those of the Company; or
- through any failure to exercise all due care and diligence cause any unauthorised disclosure of

any Confidential Information of the Company or a client including the working of any process carried on or used by the client or any intellectual property of the client) or which the Employee has obtained by virtue of his employment with the Company. These restrictions shall cease to apply to information or knowledge which may (otherwise than through the default of the Employee) become available to the public generally without requiring a significant expenditure of labour, skill or money or as may be required by law.

13. COLLECTIVE AGREEMENTS

No collective agreements exist which relate to any term or condition of the Employee's employment.

14. WORKING TIME REGULATIONS

The Employee hereby agrees to contract out of the right not to work in excess of an average of 48 hours per week over a seventeen week reference period under the Working Time Regulations 1998 ("WTR").

The Employee is entitled to contract back into the right not to work in excess of 48 hours under the WTR by providing the Company with three months notice in writing in advance of the date upon which he/she wishes to commence taking advantage of this right.

The Employee acknowledges that he/she must co-operate with all policies and procedures put in place by the Company to comply with its obligations under the WTR. Failure to do so will be treated as a disciplinary matter

The Employee acknowledges that the Company is his/her primary employer and accordingly the Employee must notify the Company of any other work undertaken by him/her and provide full details of hours worked on a weekly basis.

15. DATA PROTECTION AND MAINTENANCE OF RECORDS

The Employee acknowledges that during the course of his/her employment it will be necessary for the Company to maintain personnel records in relation to him/her and where appropriate, to release limited details of the Employee to third parties to whom the Company, through the Employee, is providing services. Such details shall be limited to those details, such as identification, eligibility to work in the territory in which the services are being performed and tax status so as to enable the Employee to provide the services to such parties. The Employee hereby authorises the Company to release such details as and when necessary and to whom the Company believes appropriate without further consultation of the Employee.

All information concerning the Employee which is personal data and which is processed by the Company, for the purpose of data protection legislation in force at the relevant time, shall be processed only in accordance with such legislation and the Employee acknowledges that by signing this contract he/she consents to the Company processing such data for personnel management and administration purposes.

16. CLAIMS AND LEGAL PROCEEDINGS

The Employee shall at the request of the Company promptly take all such steps and provide the Company with such information as the Company may require to assist the Company in prosecuting or defending any claims or threat of litigation arising in respect of the Employee's employment under this Agreement.

17. GRIEVANCE AND DISCIPLINARY PROCEDURES

The Company's disciplinary and grievance procedures in force at the relevant time are applicable to this contract of employment. Copies of the Company's disciplinary and grievance procedures are available from the Employee's payments clerk.

The Company's disciplinary and grievance procedures do not form part of the Employee's contract of employment.

18. PENSION

The Company operates a Stakeholder pension scheme which the Employee is entitled to participate in, subject to the rules of such scheme and Inland Revenue limits in force at the relevant time. Further details can be obtained by calling MRB Employee Benefit Consultants on 01925 76 78 91. There is no contracting out certificate in force.

ACCEPTED FOR AND ON BEHALF OF STERLING SOLUTIONS LIMITED:

SIGNED:	
NAME:	Ian Black
POSITION:	Managing Director
DATED:	

This Contract contains legally binding obligations. The Contractor is recommended to take appropriate legal or other professional advice prior to signing, and will be assumed to have done so. The Contractor confirms that he has read and understands the provisions of this Contract set out above.

ACCEPTED FOR AND ON BEHALF OF THE EMPLOYEE:

SIGNED:
PRINT NAME:
JOB TITLE:
ADDRESS:
DATED:

TO BE KEPT FOR YOUR REFERENCE