

CONTRACT OF EMPLOYMENT

This employment contract incorporates particulars required by the Employment Rights Act 1996 (as amended 2020) for multiple NMW+C assignments - this contract is intended to be over-arching - Revised January 2021

IMPORTANT NOTES

1. The rate the Agency or Client will pay us is NOT your gross pay.
2. It is an amount intended to cover not only your gross pay but also
 - a. your employment overheads (including employer's National Insurance and workplace pension auto-enrolment contributions, and apprenticeship levy),
 - b. our own margin, and
 - c. provision for your holiday pay.

If you work through an Agency, you should find an illustration of your expected gross pay in the Key Information Document given to you by them.

- YOUR EMPLOYMENT
- AGENCY WORKERS REGULATIONS
- PAYMENT
- HOLIDAYS AND PAID LEAVE
- SICKNESS AND INJURY
- WORKING DAYS AND HOURS WORKING TIME REGULATIONS AND EU DRIVERS' HOURS RULES
- PENSIONS
- INTELLECTUAL PROPERTY RIGHTS
- CONFIDENTIALITY
- SOCIAL MEDIA, COMPUTERS, AND TELECOMMUNICATIONS
- DISCIPLINARY AND GRIEVANCE PROCEDURES
- TERMINATION
- DATA PROTECTION AND PRIVACY
- HEALTH AND SAFETY
- PREVENTION OF BRIBERY AND CORRUPTION
- PREVENTION OF DISCRIMINATION AND HARASSMENT
- PREVENTION OF THE FACILITATION OF TAX EVASION
- COMPLIANCE WITH ALL OTHER APPLICABLE LAWS
- OTHER OBLIGATIONS OF EMPLOYEE
- GENERAL

- **YOUR EMPLOYMENT**

- 1.1. **Definitions and Preliminary**

- 1.1.1. In this contract,
 - 1.1.1.1. 'Assignment' includes any Client Assignment detailed in your Employee Assignment Schedule, and Sourcing Assignments as detailed in this Agreement.
 - 1.1.1.2. 'Client' includes any End Client specified in your Employee Assignment Schedule.
 - 1.1.1.3. 'the Company', 'Cool Company', 'we', 'us', and 'our' all refer to Cool Company Freelance UK Limited.
 - 1.1.1.4. 'Entire Assignment' means the entire period during which you work continuously in the same role for the same End Client, and therefore may be covered by more than one Employee Assignment Schedule.
 - 1.1.2. Before offering you employment, the Company will require certain documents from you in order to satisfy itself that you are legally entitled to work in the UK. You confirm that you are legally entitled to work in the UK without any additional immigration approvals, and you agree to notify the Company immediately if you cease to be so entitled at any time.
 - 1.1.3. In order to assist us in organising work, please ensure that you have provided us with the personal information listed in Annex A. It is your responsibility to keep us up to date with any changes to these details.

- 1.2. **Intentions; Commencement and continuity of employment**

- 1.2.1. You have applied for employment with us, and you have represented to us that in the course of that employment, you are willing and intending to carry out successive Assignments for various clients and at various locations.
 - 1.2.2. In reliance on those representations, we offer and you hereby accept employment on the terms of this Employment Contract.
 - 1.2.3. Your period of continuity of employment commenced on the date your assignment is verified. No previous period of employment by the Company or by any other company counts as part of your period of continuity of employment with the Company.
 - 1.2.4. Where there is no preceding continuity of employment, this contract of employment is conditional on
 - 1.2.4.1. you having the legal right to work in UK, and
 - 1.2.4.2. actual commencement of your first Client Assignment.

- 1.3. **Duties (during Assignments, and between Assignments)**

- 1.3.1. You are employed as a capacity listed on your verified Assignment,, having regard to your qualifications and experience as notified to us, and to perform such other duties as we may allocate to you from time to time.
 - 1.3.2. We undertake at all times during the currency of this contract
 - 1.3.2.1. to use reasonable endeavours to allocate suitable Client Assignments to you
 - 1.3.2.2. to provide such support, advice, management and assistance as may be required or as you may request (in either case, to the extent that is in all the circumstances reasonable) in order to assist you to source and secure suitable Client Assignments.
 - 1.3.3. You will perform and complete such Client Assignments as we may from time to time allocate to you. An Employee Assignment Schedule will be issued to you for each Client Assignment, and this will include details of the role and tasks to be performed, and the working location and working hours.
 - 1.3.4. You will report to the Directors, and to any other person they may from time to time specify.
 - 1.3.5. You will at all times work with all proper skill and care, and in a professional manner.
 - 1.3.6. We ourselves do not exercise (or assert the right to exercise) supervision and/or direction and/or control as to your manner of working whilst on Client Assignment. Subject thereto, you will comply with our lawful instructions, and with our working practices, standards, regulations and other reasonable requirements.
 - 1.3.7. Whilst on Client Assignment,
 - 1.3.7.1. you are seconded to work for the End Client, at the location, and for the duration, all as specified in the applicable Employee Assignment Schedule; and

- 1.3.7.2. you must comply with such reasonable requirements (such as timesheets, or electronic time recording system) as may be imposed by the End Client for recording and verifying all time so worked; and
- 1.3.7.3. you must comply with the End Client's requirements as notified from time to time, to the extent that such requirements apply in relation to external contractors at the place of work, such as security requirements, quality requirements and health and safety procedures, but not so that your discretion as to the manner in which you perform your work is compromised; and
- 1.3.7.4. you must notify us promptly if you become aware of any circumstances giving rise to the possibility of a claim being made against us as a result of any act, default or omission on your part, regardless of whether or not you yourself consider such claim might be justifiable.
- 1.3.8. Your responsibilities include an ongoing duty to use your best endeavours to develop and extend our business, and to take all necessary steps to source new business for us in the form of suitable Client Assignments for you to perform under contracts between us and third parties.
- 1.3.9. You may be required to spend up to one week (35 hours) or such longer period as we may require after each Client Assignment as a Sourcing Assignment on efforts to source new business for us in the form of your next Client Assignment; you will be paid for such time as we require you to spend on a Sourcing Assignment.
- 1.3.10. You are obliged to work when we reasonably require you to do so. We do not guarantee that there will always be a suitable Client Assignment to which you can be allocated, and you acknowledge that there may be periods when no work is available for you. As a minimum we do however guarantee that you will be offered at least 336 hours of paid work over the course of any full 12 month period of employment commencing on the Start Date or an anniversary thereof.
- 1.3.11. Whilst you are not working on Client Assignment and not on paid leave,
 - 1.3.11.1. you will liaise regularly and cooperate with any person we may nominate as your point of contact, in relation to efforts to source a suitable Client Assignment, and
 - 1.3.11.2. as a minimum, you must via email (info@coolcompany.com) on the Monday of each week (or on the next following working day, if Monday is a public holiday) to confirm your availability for work on each day during that week, and to update us as to the progress of your own efforts to source a suitable Client Assignment.
 - 1.3.11.3. if you do not so contact us, we shall be entitled to conclude that you are not available for work, and we may regard this as indicating an intention on your part to resign from your employment, unless you advise us otherwise.
- 1.3.12. You will act loyally and faithfully to us.
- 1.3.13. During any period when you are not on Client Assignment, including during any notice period given in accordance with clause 13, if requested by us, you agree not to contact such persons as we may reasonably specify.
- 1.3.14. You are not authorised to enter into or conclude contracts on our behalf.
- 1.3.15. You are not authorised to amend or change, or to terminate contracts on our behalf. If anyone other than ourselves attempts to discuss changes to or the termination of a Client Assignment with you, you must decline to discuss such matters and refer them to us.

1.4. **Location**

- 1.4.1. We do not expect to provide workspace for you at our premises; your duties will be carried out at such places of work as we may specify from time to time within the United Kingdom (or otherwise, as you and we may from time to time agree).

2. **AGENCY WORKERS REGULATIONS**

- 2.1. You will promptly notify us in writing immediately upon it coming to your notice that you may have grounds for complaint concerning any aspects of such entitlements as you may have under the Agency Workers Regulations 2010, in order that we may have a proper opportunity to investigate and make any necessary changes.
- 2.2. When assessing your pay entitlement under regulation 5 of the Agency Worker Regulations 2010, regard shall be had to any official Guidance to the Agency Worker Regulations 2010, and Discretionary Profit Sharing Bonuses (DPSB), to the extent that such Bonuses are in fact paid, will be taken into account as forming part of your pay.
- 2.3. If, in relation to any Client Assignment,
 - 2.3.1. you have completed the Qualifying Period under regulation 7 of the Agency Worker Regulations 2010, and

- 2.3.2. the amount you receive in pay under that Client Assignment (calculated as set out in clause 2.2 above) exceeds that which you would have been paid if you had been engaged by the hirer for the position other than by using the services of a temporary work agency (the 'Excess'), and
- 2.3.3. had you been engaged directly by the hirer, you would have received either or both of (a) a greater entitlement to paid holiday than that to which you are entitled under this employment contract, or (b) some other benefit which falls to be treated as pay under the Agency Workers Regulations 2010 (together, 'Shortfall'),

then credit shall be given for the amount of the Excess against the Shortfall, and the amount of the Excess shall be considered to have been received by you on account of any entitlements you may have to receive the Shortfall.

3. PAYMENT

- 3.1. **Wages:** You are entitled to wages for all authorised time actually worked on Assignment, subject in all cases to you complying with all applicable procedures and requirements. We undertake that we will pay your wages for all authorised time actually worked on Assignment, whether or not we ourselves receive payment in respect of that work.
 - 3.1.1. Time worked in excess of those specified in your current Employee Assignment Schedule will only be paid if authorised by the End Client, and so if you work additional time without first getting such authorisation, you accept the risk that such time will be unpaid.
 - 3.1.2. Your wages will be at the applicable National Minimum Wage (or, if applicable, the National Living Wage) rate; and will commence when the first Client Assignment commences.
 - 3.1.3. For the avoidance of doubt there is no obligation on any End Client to require you to work on any day, and no obligation on us to make payment in respect of any day on which your services are not required.
 - 3.1.4. You will be paid monthly in arrears, directly into your bank account, unless otherwise indicated in your current Employee Assignment Schedule.
 - 3.1.5. You will be provided with a payslip for each pay period, which will include a statement of the number of hours worked during that pay period.
- 3.2. **Guarantee:** If at the end of any full 12 month period of employment commencing on the Start Date or an anniversary thereof we have not offered you at least 336 hours of paid work, we will pay you at the applicable National Minimum Wage (or, if applicable, the National Living Wage) rate for such number of hours as is represented by 336, less the number of hours in respect of which we have previously paid you during that 12 month period.
- 3.3. **Bonus:** You may be considered periodically for a Discretionary Profit Sharing Bonus (DPSB), provided that:
 - 3.3.1. you have, in our reasonable opinion, generated sufficient profits, as determined by us, to warrant the grant of such a Bonus; and
 - 3.3.2. you have not breached the terms of this Agreement.
- 3.4. To the extent that your gross taxable pay (excluding holiday pay) exceeds your wages (calculated at the applicable National Minimum Wage / National Living Wage) rate, it constitutes your Discretionary Profit Sharing Bonus, even if not separately identified as such on your payslip.
- 3.5. **Reimbursement of Expenses:** At the start of each Entire Assignment,
 - 3.5.1. we will discuss with you whether any expenses may be reimbursed (including, where applicable, conducting an assessment as to whether or not we are satisfied that the manner of your working is subject to supervision, direction or control by any person), and
 - 3.5.2. where it appears applicable, we may discuss entering a Fixed Expense Pot Agreement with you.
- 3.6. We may reimburse to you authorised expenses actually and reasonably incurred in the performance of your duties in accordance with our current expenses policies, provided
 - 3.6.1. we are satisfied that the reimbursement would not offend against any applicable salary sacrifice or other legislative requirements
 - 3.6.2. we are satisfied that the expense claimed can legitimately be reimbursed without deduction of tax and NIC
 - 3.6.3. both the nature of the expense and the amount are (where practicable, and where applicable) agreed in advance
 - 3.6.4. you comply with our current rules and procedures for expense claims
 - 3.6.5. the claim is (unless our current expenses policy states otherwise) accompanied by receipts, and is submitted at the same time as any timesheet for the period in question.

3.7. Any claim for expenses which are expected to be passed on to the Client may only be made direct to the Client if the Client's expense procedures require that you do so; and if you make any such expense claim direct to the Client, you must provide us with a copy of every such claim, and with such further details as we may require, to enable us to comply with our own legal obligations.

3.8. **Ad hoc Pay Advances**

3.8.1. In this clause

3.8.1.1. 'Pay Advance' means an advance by us to you, on account of your accrued entitlement to pay for time already worked.

3.8.1.2. 'Pay Advance Partner' means a company administering requests made to us for Pay Advances.

3.8.1.3. 'Administration Fee' means our Pay Advance Partner's administration fee, in relation to a Pay Advance; the amount will vary according to the amount of the Pay Advance, and will be disclosed to you before you decide whether or not to accept any offer of a Pay Advance.

3.8.2. You may from time to time be eligible to request Pay Advances.

3.8.3. By making a request for a Pay Advance, you consent to your personal data held by us being processed by us and by our Pay Advance Partner (acting as our data processor) for all related purposes, including considering and processing your request, and obtaining repayment of any Pay Advance we may make.

3.8.4. In considering any request for a Pay Advance, your employment record with us, and the history of any previous Pay Advances made to you, will be taken into account, but no third party credit check will be made, and no 'footprint' will be left on your credit record. We may (but are not obliged to) agree your request.

3.8.5. We, in conjunction with our Pay Advance Partner, may introduce an online system to manage requests for Pay Advances. If we do so, decisions in relation to requests for Pay Advances may be made on an automated basis.

3.8.6. No interest is payable in respect of Pay Advances repaid on the due date.

3.8.7. Any Pay Advance we may agree to make

3.8.7.1. will be subject to your agreement to pay the Administration Fee

3.8.7.2. will be paid direct into your bank account

3.8.7.3. will be repayable from (and may be deducted from) your net pay.

3.8.8. The Administration Fee will be payable from (and may be deducted from) your net pay.

3.8.9. To extent not so deducted and repaid, a Pay Advance, together with the Administration Fee, shall constitute a debt due from you, and shall be payable on demand.

3.9. **Deductions:**

3.9.1. We will make all necessary deductions from your pay as required by law.

3.9.2. If any money becomes lawfully due from you to us (including Pay Advances, and money that may have been overpaid to you in error), we may deduct all or part of such money from pay, expenses, or any other payments due from us to you.

3.9.3. If we have advanced you monies against your accrued paid leave entitlement, we may recoup that advance by deduction or set-off against any payment due to you for paid leave, as and when you actually become entitled to receive such payment.

3.9.4. If you are in breach of contract we may withhold the whole or part of any monies otherwise due to you in full or partial compensation for our losses resulting from your breach, provided that we may not withhold more than would be reasonable compensation for such breach.

3.9.5. If in breach of contract you terminate an Assignment without giving the full period of notice that you are contractually required to give, or if you fail to pay the Client an amount the Client reasonably considers to be due from you to the Client, and (in either case) if as a result the Client withholds part or all of any payment due to us in respect of services you have provided, we may withhold payment of a corresponding amount from any sums due to you (including pay).

3.9.6. If any equipment is issued to you for the purposes of or in connection with an Assignment, you must use it for no other purposes, take all proper care of it, and return it at the end of the Assignment in good serviceable condition, fair wear and tear only excepted. Failure by you to so return any such equipment would be a breach of contract, and pending such return we may withhold payment of any sums due to you (including pay), provided that we may not withhold more than the value of the equipment (if not returned) or the cost of repair (if returned damaged).

- 3.9.7. If a motor vehicle made available to you by a Client suffers damage whilst is in your charge, and if after investigation you are found to be responsible for the damage, you will be liable for the cost of repairing such damage, up to a maximum of the excess applicable under the Client's motor insurance policy.
 - 3.9.7.1. Pending conclusion of the investigation, if the Client withholds part or all of any payment due to us in respect of services you have provided, we may withhold payment of a corresponding amount from any sums due to you (including pay); and if the investigation concludes that you were responsible for the damage, we may retain the cost of repair, up to a maximum of such excess.
 - 3.9.7.2. We may make deductions in respect of any Penalty Charge Notice or other road traffic fixed penalty for which you have incurred liability.
- 3.9.8. Subject thereto, and to End-Client authorisation in respect of any hours worked in excess of those specified in your current Employee Assignment Schedule, we will not withhold wages in respect of any periods you have actually worked, whether or not we are paid by the Client.

4. HOLIDAYS AND PAID LEAVE

- 4.1. Unless otherwise notified to you in relation to (and for the duration of) a specific Client Assignment, your annual paid leave entitlement is 5.6 weeks per year, and during the first year of your employment accrues at $5.6/12 = 0.4667$ working weeks per month ($5.6/52 = 0.1077$ working weeks per week). For the avoidance of doubt, bank and public holidays falling on days which would otherwise be normal working days, but which are not in fact worked by you, will be taken as part of your annual paid leave entitlement.
- 4.2. Payment in respect of annual paid leave will generally be made out of your annual paid leave reserve fund. Unless otherwise notified to you in relation to (and for the duration of) a specific Client Assignment, your annual paid leave reserve fund accrues at the rate of $5.6/46.4 = 12.07\%$ of your gross pay (disregarding paid leave itself, and any advances we may agree to make against your annual paid leave reserve fund).
- 4.3. To the extent that payment in respect of annual paid leave can be funded from your annual paid leave reserve fund, you may take any annual paid leave entitlement at any time, subject only to the requirements of any current Client Assignment. We will not generally approve requests to take annual paid leave exceeding that which can be funded from your annual paid leave reserve fund.
- 4.4. We will honour any additional statutory rights to paid leave to which you may from time to time become entitled (such as maternity/paternity, adoption or shared parental leave, or paid time off for ante-natal appointments).
- 4.5. Periods not worked (other than as a result of sickness or injury, or the exercise of some additional statutory right to which you may from time to time become entitled (such as maternity/paternity, adoption or shared parental leave, or paid time off for ante-natal appointments)) will be taken as annual paid leave, to the extent of accrued but any untaken annual paid leave entitlement, and thereafter will be treated as unpaid leave.
- 4.6. The holiday year runs from 1st April in each year;
 - 4.6.1. On a change to the start date for the holiday year, a *pro rata* calculation will be made, and any balance of annual paid leave entitlement (whether surplus or deficit) will be carried forwards from the last holiday year with the previous start date to the first holiday year with the new start date;
 - 4.6.2. subject thereto, accrued annual paid leave entitlements may not be carried forwards from year to year, and it is your responsibility to ensure that you take any accrued annual paid leave entitlement before the end of the holiday year.
- 4.7. The amount of a week's pay for the purposes of paid leave will be calculated in accordance with the Working Time Regulations 1998 (as amended), and based on an average of your gross pay (disregarding paid leave itself, and any advances we may have made against your annual paid leave reserve fund) calculated over the applicable reference period (generally 12 weeks until 6th April 2020, thereafter 52 weeks).
- 4.8. You have no other entitlement to paid leave.

5. SICKNESS AND INJURY

- 5.1. We will make payments of such statutory sick pay as may be due to you in respect of any period of absence. Should you recover damages from any third party in respect of any period of absence you will repay any sums paid to you under this clause. We do not make any payment for sickness and injury beyond statutory sick pay as required by law. For Statutory Sick pay purposes qualifying days are your normal working days.
- 5.2. If you are absent from work for any reason and absence has not previously been authorised by us, you must inform us and the End Client as early as possible. Any absence not previously authorised must be properly explained and in the case of an absence of uncertain duration you must keep us regularly informed of its expected duration.

- 5.3. If you are absent from work due to sickness or injury which continues for more than five working days (excluding weekends) you must provide us with a medical certificate from your doctor on the sixth day of sickness or injury. Thereafter medical certificates must be provided to us on a weekly basis.
- 5.4. Sickness absence related to an injury or accident at work must be reported to our HR team immediately or, in the case of incapacity, as soon as it is reasonably practical.
- 5.5. Immediately following return to work after a period of absence which has not previously been authorised you are required to complete a Self-Certification form stating the dates of and the reason for absence, including details of sickness on non-working days (this information is required by us for calculating Statutory Sick Pay entitlement).
- 5.6. We reserve the right to require you at any time to be examined at our expense by a doctor or medical consultant of our choice; if we so require, you will authorise the doctor or medical consultant to disclose to us the results of the examination and to discuss with us any matters arising from such examination which might affect your performance of your duties.
- 5.7. You warrant that you have disclosed (and on an ongoing basis will promptly disclose) to us any medical conditions or other circumstances known to you which might adversely affect your ability to perform the duties of your position/role, and/or of any Assignment we may propose to allocate to you.

6. WORKING DAYS AND HOURS

- 6.1. The expected hours of work during any assignment will be 35-40 hours per week.
 - 6.1.1. Client Assignments: Your normal working days and normal working hours are such days and hours as we may specify from time to time to be required for the current Client Assignment. The days and times may be set and varied by us from time to time. You will work such additional hours as we agree. You will be entitled to an unpaid lunch break (minimum 20 minutes) where your Assignment requires you to work more than six hours in any one day.
 - 6.1.2. Sourcing Assignments: You may be required to spend up to one week (35 hours), during the week following the end of the immediately preceding Client Assignment, as specified in clause 1.3.9.
- 6.2. You will cooperate and comply with such means of recording working time and expenses as we may reasonably specify from time to time.
- 6.3. Flexible hours may be required from time to time. It is your responsibility to maintain records of hours and days worked, to produce such records to us whenever required to do so, and to ensure that you do not work for more than 46.4 weeks in any year.
- 6.4. The Client may, for whatever reason, require us to temporarily suspend your Assignment. If your Assignment is to be suspended, we will give you as much notice as possible. You will not be entitled to be paid in respect of any such period of suspension.
- 6.5. We are required to display on your payslip the total number of hours for which you have worked during each pay period.
 - 6.5.1. We ourselves may not have direct visibility of these hours (for example, if you send a timesheet direct to the agency, or if you are paid on the basis of a day rate and not by the hour).
 - 6.5.2. To enable us to comply with our own obligations, you must therefore:
 - 6.5.2.1. keep appropriate records, and
 - 6.5.2.2. notify us on an ongoing basis of the total number of hours worked during each pay period, and
 - 6.5.2.3. notify us promptly if you consider the figure stated on your payslip for the total number of hours worked to be inaccurate.

7. WORKING TIME REGULATIONS AND EU DRIVERS' HOURS RULES

- 7.1. Definitions applicable throughout this section:
 - 7.1.1. 'EU Drivers' Hours Rules' means the Community Drivers' Hours Regulation (EC) 561/2006
 - 7.1.2. 'Periods of Availability' means periods of waiting time as defined under the Road Transport (WT) Regulations, namely periods of waiting time the duration of which is known about in advance by you. Such periods of time consist of time spent when you are not required to remain at your workstation, but must be available to answer calls to start or resume driving or other work on request; and the period and the foreseeable duration is known in advance, either before departure or just before the start of the period of availability in question.
 - 7.1.3. 'Road Transport (WT) Regulations' means the Road Transport (Working Time) Regulations 2005 or any other Regulations that supersede or replace these Regulations.
 - 7.1.4. 'Mobile Worker' means any worker forming part of the travelling staff, including trainees and apprentices, who is in the service of an undertaking which operates transport services for passengers or goods by road for hire or reward or on its own account;

- 7.1.5. 'Other Work' means all activities which are defined as working time under the Working Time Directive except driving and includes any work within or outside the transport industry where you are not at the disposal of us or of the Client;
- 7.2. Unless you are a Mobile Worker working in operations that are subject to EU Drivers Hours Rules, or are working in an industry to which other special rules apply:
- 7.2.1. 'Working Time' means working time as defined by the Working Time Regulations 1998 as amended ("WTR") as amended.
- 7.2.2. The Working Time Regulations 1998 require that you do not work for more than 48 hours in any week, unless you have agreed in advance to waive that limit. You may indicate such agreement in Annex B.
- 7.2.2.1. If you have indicated such agreement in Annex B, the 48 hour limit specified in the Working Time Regulations 1998 shall not apply to your employment, for so long as such agreement remains in force; you have the right to give us 3 months' notice in writing to withdraw such agreement.
- 7.2.2.2. If you have not indicated such agreement in Annex B, or if you do so indicate but subsequently withdraw such agreement, the Company must ensure that it does not offer you work which would result in you working for more than 48 hours in any week. You must therefore keep the Company informed of the hours that you work for third parties, so that it can comply with its own obligations.
- 7.2.3. Time spent travelling to the Client's premises; lunch breaks and other rest breaks shall not count as part of your Working Time for these purposes.
- 7.3. If you are a Mobile Worker and are working in operations that are subject to EU Drivers Hours Rules:
- 7.3.1. 'Working Time' means working time as defined by the Road Transport (WT) Regulations, namely, time consisting of those periods during which you are at your workstation at the disposal of us or the Client and exercising your functions or activities, and (where the Road Transport (WT) Regulations apply) such periods of time as are devoted to road transport activities, such as driving, loading, and unloading, assisting passengers boarding a vehicle, cleaning and maintenance of a vehicle, and all other work intended to enhance the safety of a vehicle, cargo and passengers or to fulfil the legal or regulatory obligations directly linked to specific transport operations.
- 7.3.2. The relevant reference period to calculate average Working Time used by the Employment Business will be a 17-week reference period as specified in the Road Transport (WT) Regulations.
- 7.3.2.1. The start date for the relevant reference period shall be the date on which you commence the first Assignment.
- 7.3.2.2. In certain circumstances, this reference period may be changed to a rolling 17-week reference period, in which case we will notify you in writing accordingly.
- 7.3.2.3. In addition, the relevant reference period used by us may be increased to 26 weeks if you enter into a valid collective or workforce agreement with us.
- 7.3.3. Time spent doing Other Work for any employer shall not be counted as rest for the purposes of the EU Drivers Hours Rules; and for these purposes, the number of hours worked by you during a week comprises
- 7.3.3.1. the total number of hours of Other Work for any employer except us and the Client,
- 7.3.3.2. Working Time for us and the Client, and
- 7.3.3.3. the total number of hours spent as Periods of Availability as defined under the Road Transport (WT) Regulations.
- 7.3.4. Time spent travelling to the Client's premises, lunch breaks and other rest breaks shall not count as part of your Working Time or Periods of Availability and accordingly you will not be paid for such periods of time.
- 7.3.5. You must take all reasonable steps to comply with the EU Drivers' Hours Rules and the Road Transport (WT) Regulations, and observe all rules relating to the operation and maintenance of any vehicle, including those relating to the conduct of operation.
- 7.3.6. You must not accept or undertake any work that causes you to infringe the EU Drivers' Hours Rules or the Road Transport (WT) Regulations.

8. PENSIONS

- 8.1. The statutory Pension Auto-Enrolment provisions will apply. The Company will comply with the employer pension duties to you, in accordance with Part 1 of the Pensions Act 2008.
- 8.2. The Company's chosen Auto-Enrolment pension scheme provider is National Employment Savings Trust (NEST). The Company reserves the right to change its chosen Auto-Enrolment pension scheme provider from time to time, and you will be notified of any such changes.

- 8.3. Subject thereto, there is no company pension scheme.
- 8.4. Your Pay Reference Period for the purpose of Pensions Auto-Enrolment will be Monday to Sunday when Weekly paid (or when paid by reference to multiples of a week) and each Calendar Month when Monthly Paid.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1. All rights in the nature of Intellectual Property Rights (including, but not limited to, copyright) arising in any work created by you (whether alone, or in conjunction with others) in the course of an Assignment must be disclosed promptly to us, and shall vest in us. It is our responsibility to pass on to any third party such rights as we have agreed. You will cooperate fully in any formal steps reasonably required by us so as to put this term into effect. If we so require, you will sign any reasonable form of assurance of Intellectual Property rights which may be required. This **clause 9.1** shall not apply, to the extent that it conflicts with the provisions of any document approved by us and signed direct between you and the End Client.
- 9.2. You will indemnify us against any liability we may incur as a result of any alleged infringement of any third party's intellectual property rights as a result of any act by you, other than to the extent that any such infringement results from compliance with any Specifications issued by us or by an End Client.

10. CONFIDENTIALITY

- 10.1. You may not disclose or use for your own purposes or for any purposes (other than ours) any information of a private, confidential, or secret nature which you have obtained by virtue of your employment with us and either relating to us or to our business, or in respect of which we owe an obligation of confidence to an End Client or any third party:
 - 10.1.1. during the employment, except in the proper course of the employment, or
 - 10.1.2. at all, after the termination of the employment.
- 10.2. You will sign any reasonable form of non-disclosure, secrecy, or confidentiality agreement that may be required from time to time.
- 10.3. For the avoidance of doubt, nothing precludes you from making a "protected disclosure" within the meaning of Part 4A (Protected Disclosures) of the Employment Rights Act 1996. This includes protected disclosures made about matters previously disclosed to another recipient.
- 10.4. Your obligations under this clause shall survive the termination of this Agreement, for whatever reason.

11. SOCIAL MEDIA, COMPUTERS, AND TELECOMMUNICATIONS

- 11.1. We may provide you with a computer and ancillary equipment, high speed internet access and a telephone for use at your home solely in connection with our business; it is your responsibility to ensure that this and any other equipment belonging to us and kept at your home is adequately insured, and we will reimburse you with any additional premium in respect thereof.
- 11.2. We may provide a mobile telephone in our name for use by you solely in connection with our business, and if we do so provide we shall pay all bills in connection therewith.
- 11.3. You will comply with all applicable policies (both ours, and those of any Client for whom you may be engaged on an Assignment) in relation to social media and the use of computer and telecommunications equipment.

12. DISCIPLINARY AND GRIEVANCE PROCEDURES

- 12.1. Disciplinary and Grievance Procedures based on those recommended by ACAS will generally be followed. These procedures are not contractual, and the Company reserves the right to depart from them at its discretion, and/or to change them from time to time. A copy of the procedures in force at the date of this contract is at Annex C.
- 12.2. Any grievance should be brought to the attention of your Cool Company account manager in the first instance. If your account manager is unable to resolve it, you may refer it to a Cool Company Director.
- 12.3. Appeals in relation to disciplinary matters may be made to a Cool Company Director.

13. TERMINATION

- 13.1. There is no probationary period associated with your employment. Your employment is not for a fixed term and is not of a temporary nature. It may be terminated by notice, as set out in this clause (or, where we are justified in so doing, for example as a result of gross misconduct, without notice and without making payment in lieu of notice).
- 13.2. Termination of a Client Assignment does not terminate your contract of employment.
- 13.3. You may not terminate your employment until any current Client Assignment can also be lawfully terminated by us. You may not terminate a Client Assignment without also terminating your contract of employment, without our written agreement. Subject thereto, this employment may be terminated by written notice as follows:
 - 13.3.1. During the first month, either by you or by us with immediate effect

- 13.3.2. Until you have achieved two years continuous employment, either (a) by you giving us one week's notice, or (b) by us giving you three weeks' notice
- 13.3.3. Thereafter, either (a) by you giving us one week's notice, or (b) by us giving you notice of two weeks, plus one additional week for each year of continuous employment, up to a maximum of twelve (maximum notice fourteen weeks);
- 13.4. Your employment will automatically terminate, without any requirement for notice, if continuation of your employment would become unlawful, whether by reason of the expiry of any required work permit, or otherwise.
- 13.5. If on termination you have taken more or less than the amount of paid leave to which you are entitled (calculated to the date of termination), an adjustment calculated in accordance with the Working Time Regulations 1998 (as amended) will be made to your final pay.
- 13.6. On termination of your employment for whatever reason, you will forthwith return all property belonging to us or to any Client which is in your possession or under your control. You will if so required by us, confirm in writing that you have complied with your obligation under this term.

14. DATA PROTECTION AND PRIVACY

- 14.1. We are required by law to give you information about the personal data (including sensitive personal data / special category data) about you that we record, keep and process, and about the conditions under which we ensure our processing of such data is lawful.
- 14.2. This information is now contained in our Employee, Worker, and Freelance Contractor Data Protection and Privacy Notice. This notice is not contractual, and may be changed from time to time. A copy of the notice in force at the date of this contract is provided to you at the time of signing this contract.

15. HEALTH AND SAFETY

- 15.1. You must:
 - 15.1.1. familiarise yourself and comply at all times with all aspects of our Health and Safety policy, and with that of any Client on whose premises you are working;
 - 15.1.2. comply with the requirements of the Health and Safety at Work Act 1974 and all other current relevant safety legislation, regulations, laws, codes of practice, standards, and requirements imposed by any competent authority ('the Requirements');
 - 15.1.3. take responsible care for the health and safety of yourself and any other person who may be affected by your acts or omissions at work, as required by section 7 of that Act;
 - 15.1.4. as regards any duty imposed on us or on any other person by or under any relevant Requirement, cooperate with us or such other person so far as is necessary to enable that duty or requirement to be performed or complied with;
 - 15.1.5. not intentionally or recklessly interfere with or misuse anything provided in the interests of health, safety, or welfare in pursuance of any relevant statutory provisions; and.
 - 15.1.6. report any workplace near misses, injuries or accidents immediately or, in the case of incapacity, as soon as is reasonably practical.
- 15.2. Failure to comply with Health and Safety requirements is a serious matter, and may result in disciplinary action, including dismissal.

16. PREVENTION OF BRIBERY AND CORRUPTION

- 16.1. The Company takes a zero tolerance approach to bribery and corruption. You must comply with the applicable anti-bribery and corruption laws, and with any related policies and procedures of which we may notify you from time to time.
- 16.2. If you are offered a bribe, or if you are asked to make one, or if you suspect that any bribery or corruption has occurred or may occur, you must immediately report to the Compliance Officer or a director. Failure to do so will be treated as a disciplinary matter and may result in the immediate termination of your employment.

17. PREVENTION OF DISCRIMINATION AND HARASSMENT

- 17.1. The Company is committed to promoting equal opportunities in employment. You and any job applicants will receive equal treatment regardless of age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation.
- 17.2. The Company takes a zero tolerance approach to unlawful discrimination and harassment of other people including current and former employees, job applicants, clients, customers, suppliers and visitors.. This applies in the workplace, outside the workplace (when dealing with customers, suppliers or other work-related contacts or when wearing a work uniform), and on work-related trips or events including social events.

- 17.3. Unlawful discrimination or harassment will be treated as a disciplinary matter and may result in the immediate termination of your employment.

18. PREVENTION OF THE FACILITATION OF TAX EVASION

- 18.1. The Company takes a zero tolerance approach to tax evasion. You must not engage in any form of facilitating tax evasion, whether under UK law or under the law of any foreign country.
- 18.2. You must immediately report to the Compliance Officer or a director any request or demand from a third party to facilitate the evasion of tax, or any concerns that such a request or demand may have been made. Failure to do so will be treated as a disciplinary matter and may result in the immediate termination of your employment.

19. COMPLIANCE WITH ALL OTHER APPLICABLE LAWS

- 19.1. In addition to the specific requirements for compliance elsewhere in this Agreement, you expressly agree that you will at all times comply with all other applicable laws, statutes, regulations and codes from time to time in force.

20. OTHER OBLIGATIONS OF EMPLOYEE

20.1. **Staff Handbook**

The Company may publish a Staff Handbook containing detailed information about the Company's procedures and policies. If the Company does so, you will be required to familiarise yourself with its content, keep up to date with any changes, and generally to abide by its provisions. If you are uncertain on any point contained in the Staff Handbook, you should discuss it with a Director. The Staff Handbook (when published) is not contractual, and the Company may change it from time to time.

20.2. **Vehicles**

If you provide a vehicle for commuting or for use in connection with your work, you must ensure that your motor insurance includes the use of the vehicle for commuting and (where applicable) for business purposes, and you must on request provide us with a copy of your insurance certificate.

20.3. **Integrity**

You must maintain the highest standards of honesty and fair dealing in your work.

20.4. **Warranty**

You warrant that you are not subject to any restriction (whether contractual or otherwise) which might restrict you from fully performing any of the duties of your employment.

20.5. **Criminal charges**

If you at any time have a Criminal Charge laid against you, or if you receive a summons to appear in the Magistrates Court (other than as a witness, in domestic proceedings, or for a Road Traffic offence where the Court has no power to order endorsement of your driving licence) you must disclose it to us immediately. If you have had such a conviction in the past (other than a conviction which is 'spent' within the meaning of the Rehabilitation of Offenders Act) you must do likewise;

20.6. **Other work**

20.6.1. You must devote the whole of your time, attention and abilities during your normal working hours on a Client Assignment to your duties under this Contract of Employment, and you may not under any circumstances during those hours whether directly or indirectly, undertake any other duties, of whatever kind;

20.6.2. If you identify an opportunity of new business for us in the form of a suitable Client Assignment for you to perform, you will refer it to us, in accordance with clause 1.3.8.

20.6.3. We do not seek to restrict what you do outside your normal working hours. However, to ensure we at all times have accurate up to date information as to your ongoing availability for work, you must notify us before taking any employment with a third party, or engaging in any way in any other business activity, and keep us informed on an ongoing basis of any periods during which you are committed to such other employment or business activity.

20.7. **Working Clothing**

You must provide yourself with suitable working clothing and ensure that your personal presentation is excellent at all times when you may come into contact with Clients of ours; any protective clothing or equipment which may be necessary to minimise risks to your health or safety will be provided without charge.

20.8. **Property**

20.8.1. If any property is issued to you by us or by a Client in connection with the performance of your duties under this Agreement, you will use it for no other purpose, take all proper care of it, ensure that at all times it is adequately insured, under no circumstances seek to exercise any lien on such property, and return it at the end of your employment (earlier, if so required) in good serviceable condition, fair wear and tear only excepted.

20.8.2. All property of yours shall be at your risk at all times and we shall not be liable for any loss or damage to it, however such loss or damage may be caused.

21. GENERAL

21.1. Status

It is not the intention of either of us that you should be or become an employee of any Client for whom you may perform a Client Assignment.

21.2. Collective Agreements

No collective agreement will apply to your employment with the company.

21.3. Training

There is no entitlement to training to be provided by us, or which you are required to complete; and there is no other training which you are required to complete that we will not bear the cost of.

21.4. Other benefits

There are no other benefits to be provided by us to which you are entitled as a result of your employment.

21.5. Conduct of Employment Agencies and Employment businesses Regulations 2003

Where these regulations apply to us in relation to an Assignment, our capacity will be that of an employment business. If we contract at your request with an employment business for the provision of your services, you confirm that you wish to Opt Out of the regulations where it is legally permissible to do so, unless you specifically instruct us otherwise in relation to any particular engagement; and you authorise us to notify the employment business of such agreement between us.

21.6. Governing Law

This contract is governed by the laws of England and Wales and any questions arising shall be dealt with by the courts of England and Wales.

21.7. Severance

If any term of this Agreement is held by any court or other competent authority to be wholly or partially void, invalid, or unenforceable, such term shall be severed from the body of these terms (which shall continue to be valid and enforceable to the fullest extent permitted by Law).

21.8. Our right to change these conditions

We reserve the right to make reasonable changes to any of these terms and conditions of employment. Not less than one month's written notice of any significant changes may be given by way of an individual notice or a general notice to all employees. Such changes will be deemed to be accepted unless you notify us of any objection in writing before the expiry of the notice period.

21.9. Notices

Any notice pursuant to this contract shall be given in writing (excluding email), provided that notices

21.9.1. from us to you may be given by email to the most recent email address provided to us by you, and shall be deemed received forthwith upon sending unless notice of rejection is received from your email provider

21.9.2. from you to us may be given by electronic message *via* our website when you are logged in on your portal, and shall be deemed received forthwith upon sending unless you are notified of non-acceptance by the website.

21.10. Electronic signatures

21.10.1. This Agreement and/or your Employee Assignment Schedule may be signed by electronic signature (whatever the form the electronic signature takes), and that such method of signature shall be equally conclusive of the intention of each of us to be bound by its terms and conditions as if signed with manuscript signatures.

21.10.2. Notwithstanding that this Agreement and/or your Employee Assignment Schedule may have been signed by a form of electronic signature, and save in case of changes pursuant to clause 21.8 above, no addition, amendment to, or modification or discharge of, this Agreement and/or your Employee Assignment Schedule shall be effective otherwise than in writing on paper and signed with the manuscript signature of each party (in our case, by a director on our behalf), and no additional or modified terms may be implied by any other actions of you or the Company.

21.11. Entire Agreement

21.11.1. This Agreement and your current Employee Assignment Schedule together are intended to fully reflect the intentions and expectations of both parties as to our future dealings, and (in the event of any dispute regarding your engagement by the Company) shall be regarded as a true, accurate and exhaustive record of the terms on which we have agreed to enter into a relationship; together, they contain and constitute the entire understanding between us, and supersede any prior arrangements relating to your employment (which shall be deemed to have been discharged by mutual consent).

21.11.2. In case of conflict, this Agreement has priority over your Employee Assignment Schedule.

21.11.3. You confirm that you have read and understood the contents of this document and have had the opportunity to take advice where necessary.