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Terms & Conditions of Employment

Name of employer: VF Recruitment Limited (Company Number: ………..) of Sentry House, Northgate Business Park, Bury St. Edmunds, Suffolk IP33 1HP ("**we**", "**us**" or the "**Company**")

(2) Name of employee:  of  ("**you**")

1. **General**

1.1 This document sets out the terms and conditions of your employment by the Company ("**the Employment**") including the particulars of employment that the Company is required to provide under the terms of the Employment Rights Act 1996 ("**the Agreement**").

1.2 If the employee completes a Qualifying Period, as defined in the Agency Workers Regulations 2010 (“**AWR**”), and is considered an Agency Worker as defined by the AWR, the Company shall request from the Client the necessary information regarding the applicable basic working and employment conditions which apply to the role and at the Client for which the Qualifying Period has been reached.

1.3 Your Employment with the Company began on 

1.4 The completion or termination of an Assignment does not affect the continuity of your Employment with the Company.

1.5 To comply with our obligations under AWR you may be required to provide the Company with information in respect of your previous work history prior to being employed by the Company. You agree to make such information, including but not limited to previous employers names, addresses and contact information, pay rate and duration of assignments, available to the Company upon request.

2. **Job description and duties**

2.1 You are employed by the Company as an  and/or in such capacity.

2.2 You are employed on the basis that:

(a) the Company shall from time to time assign you to perform services for third parties that the Company is under contract to ("**End Users**") via staffing companies and the like ("**Staffing Companies**") (such End Users and Staffing Companies being referred to in this Agreement as the "**Clients**"); you shall supply such services in such capacity and for such hours per week and on such other basis as may be set out from time to time in your Assignment notification in relation to projects and other forms of work for the benefit of the Client (the "**Assignments**")’;

(b) you will perform services on such Assignments under the effective day to day control and supervision of the End User who is using your day to day services in connection with that Assignment;

(c) you will, when on Assignment, be obliged to work on that Assignment and, when not on Assignment, subject to clause 2.2(d) below, be obliged to make yourself reasonably available for and help find other Assignments. You and the Company expect you to be available for a reasonable amount of work on Assignments because your services are highly valued and likely to be frequently called upon. Payments for the periods between Assignments relate, amongst other things, to this obligation; and

(d) you acknowledge that there may be periods when there is no Assignment work available for you ("**Interim Periods**"). During an Interim Period, you will work for the Company, whether by seeking new Assignment work or otherwise for a minimum of 1 hour each day, Monday to Friday.

2.3 You will comply with all the Company's rules, regulations and policies and with the Company's lawful instructions. In addition, you will observe and comply with any rules, regulations, procedures and policies of the Company's Clients to the extent that such rules, regulations, procedures and policies apply to you whilst working at their premises. Such rules will apply, without limitation, to any Client security requirements, quality requirements and health and safety procedures.

2.4 You will use reasonable care and skill in carrying out your duties under this contract of Employment, and will take all reasonable steps to preserve and protect Company and Client property, goodwill and reputation.

2.5 You will immediately notify the Company:

(a) of any complaints raised by the Company's Client regarding the services you perform, or any difficulties or problems you are aware of during your Employment;

(b) of any other work you undertake outside this Contract of Employment;

(c) of any error in payment received under clause 4 including under and over payments;

3. **Place of work**

Your normal place of work is the place at which you from time to time notify us that you live. The tasks to be carried out under an Assignment will be allocated to you at this address. The Company may from time to time require you to work at the Client's premises on a temporary basis for the period specified in the relevant Assignment notification or at other locations on a permanent or temporary basis to perform your duties of Employment.

4. **Remuneration**

4.1 Payments are made by BACS to your bank account, details of which you have supplied and confirmed to us.

4.2 Your pay is payable at weekly intervals in arrears on the basis from time to time agreed with you and will be calculated as follows:

(a) when working on Assignments you will be paid at the "Assignment Rate". The Assignment Rate will be the national minimum wage which is in place from time to time in addition to which you may be eligible from time to time to a bonus in respect of work on Assignments. The bonus applicable to any Assignment will vary from Assignment to Assignment and will be notified to you prior to commencement of each Assignment but in any event shall not be payable unless and until the Company has been paid in full for your work in the relevant Assignment. Remuneration for periods between Assignments are set out at clause 5.2(c) below;

(b) the Company guarantees that you will be offered:

(i) subject to clause 5.2(b)(iii), at least 336 hours of work over the 12 month period commencing on the date of the commencement of your Employment and over each successive working year commencing on each anniversary of your commencement of Employment. The pay rate for those guaranteed hours will be no less than an hourly rate equivalent to the national minimum wage from time to time; or

(ii) for the avoidance of doubt, during the Interim Period(s), you are required to perform duties which reflect your ongoing commitments to the Company. Your remuneration in respect of an Interim Period is set out in clause 5.2(c) of this Agreement

(iii) for part time employees (where your average hours of work on assignments are less than 35 hours per week), the guaranteed number of hours set out in clause 5.2(b)(i) above shall be pro-rated based upon full time work of 35 hours per week for the avoidance of doubt, you are not entitled to any particular guaranteed number of hours on Assignment for any period of employment of less than 12 months in any such working year.

(c) total pay shall be:

(i) Assignment pay at the Assignment Rate (adjusted per clause 4.2(c) from time to time)

4.3 The total gross pay (less any allowable expenses) is subject to PAYE and National Insurance contributions.

4.4 Total pay is calculated by reference to a timesheet to be completed by you and, in the case of time spent on Assignments, also authorised by an authorised representative of the End User who is using your services in connection with that Assignment.

5. **Expenses**

5.1 In addition to your pay you will be reimbursed for allowable travel and related expenses on the basis set out in the Company's expenses guidelines from time to time. You must submit an expenses claim form and any supporting evidence reasonably required by the Company.

5.2 The Company reserves the right to take disciplinary action, up to and including dismissal if you fail to comply with its expenses guidelines including but not exclusive to making fraudulent, inflated and/or misleading expense claims.

6. **Hours of work**

6.1 Whilst on Assignment your precise hours of work in any day or week or longer period will vary from Assignment to Assignment and will be notified to you at the commencement of each Assignment.

6.2 You hereby agree that the 48 hour limit specified in the Working Time Regulations 1998 shall not apply to this Employment.

6.3 During any Interim Period you agree that in accordance with clause 2.2(d) above, you will work for the Company whether by seeking a new Assignment or otherwise, for a minimum of 1 hour each day, Monday to Friday

7. **Holidays and holiday pay**

7.1 You are entitled to 24 days' annual leave (exclusive of bank and public holidays in the U.K.) in the full working year (260 working days).

7.2 Your annual leave entitlement will accrue on a monthly basis per complete calendar month worked during the holiday year in question.

8. **Sickness absence and sick pay**

8.1 If you are unable to attend work due to sickness or injury you must notify Jason Hargreaves as early as possible on the first day of absence preferably before 10 am. You should state why you are unable to attend work and how long you expect to be away. You should keep Jason Hargreaves regularly informed of your condition and the likely date of your return to work.

8.2 Furthermore, you will be required to complete a self-certification form on your return to work from any absence of up to 7 days (including non working days).

8.3 If your absence exceeds 7 consecutive days you must provide the Company with a doctor's certificate as soon as possible after the seventh day of absence. You must provide further doctor's certificates to the Company as necessary to cover the full period of your continued absence. Certificates should be sent promptly to Craig Lancashire.

8.4 Any failure to comply with the notification requirements set out in this statement may affect your entitlement to statutory sick pay ("SSP") and may lead to disciplinary action being taken against you.

8.5 In the event of frequent or long term sickness absence you may be subject to the Company's frequent sickness absence procedure. Application of the procedure is discretionary. A copy of the procedure is contained in the employee handbook.

8.6 If you are absent from work due to sickness, injury or other incapacity you may be entitled to receive SSP from the Company provided that you are eligible for payment and have complied with all the statutory rules (including the statutory requirements for notification of absence). For the purposes of SSP your qualifying days are Monday to Saturday inclusive. You will not be entitled to receive any remuneration other than SSP during periods of absence due to illness.

9. **Smartphones**

9.1 Smartphones The company has a strict zero tolerance policy for the use of smartphones in working hours, other than for essential and unavoidable personal business.

9.2 Smartphones, should be kept out of sight. When a Smartphone is being used for a legitimate purpose, it should be only used away from your desk.

9.3 Any other use of smartphones is to be considered as a disciplinary issue. Repeat offences will lead to the employee being barred from bringing a Smartphone into the office.

10. **Termination of employment**

10.1 After 3 month's continuous Employment you are entitled to receive not less than 2 week's notice to terminate your Employment.

10.2 During your first 2 years' continuous Employment the period of notice you are required to give the Company is 1 week and thereafter will increase to 4 weeks notice in writing.

10.3 In accordance with the Company's rules and dismissal and disciplinary procedures the Company is entitled to dismiss you without notice in the event of serious misconduct and/or serious negligence.

11. **Disciplinary rules**

11.1 The disciplinary rules applicable to your Employment are set out in the Company’s dismissal and disciplinary procedure. The dismissal and disciplinary procedure is not contractual and the Company may change the terms of the dismissal and disciplinary procedure at any time at its absolute discretion. The Company reserves the right to discipline the Employee in relation to any Client complaint regardless of whether the Assignment to which the complaint relates is continuing at the date of such complaint or disciplinary action.

12. **Disciplinary appeals**

If you are dissatisfied with any disciplinary decision affecting you or any decision to dismiss you, you should raise this in writing. The appeal must be lodged within 5 working days of the disciplinary decision or decision to dismiss you being confirmed to you in writing.

13. **Grievance procedure**

If you have any grievance relating to your Employment, you should raise this orally/in writing with Human Resources.

14. **Health & safety**

14.1 A poster detailing Health and Safety information is displayed. We also provide a printed copy of our health and safety policy. There is a first aid box in the kitchen.

15. **Computer equipment & data protection**

15.1 By signing this Agreement you consent to the Company and/or relevant Clients processing personal data and sensitive personal data before, during, and after your Employment. You confirm that you are aware of and consent to the retention, use, disclosure or Processing of your personal data and sensitive personal data.

16. **Confidential information and intellectual property**

16.1 You must not, during or after your Employment, except as authorised or required by law or your Employment duties, disclose any information belonging to or in respect of the Company or its Clients, and their customers, suppliers and contractors. This obligation will continue after the termination of your Employment.

16.2 Should the Company be required by any contract with its Clients or other third party to pass on any intellectual property rights, you will cooperate in any formal steps required by the Company to put that obligation into effect.

17. **Company property**

On termination of your Employment for whatever reason you must return all Company and Client property.

18. **General**

18.1 The Company reserves the right to vary this Agreement which will be notified to you in writing within one month of such variation. Such changes will be deemed to be accepted by you unless you notify the Company of any objections within 3 weeks of receipt of the notice of variation.

18.2 This Agreement set out the entire agreement and understanding of the parties and are in substitution of any previous written or oral agreements between the parties.

18.3 This Agreement shall be construed in accordance with the laws of England and shall be subject to the exclusive jurisdiction of the English courts.

18.4 None of the provisions of this Agreement are intended to be for the benefit of, or enforceable by, third parties (other than permitted assignees of the Company who shall be entitled to enforce the provisions of this Agreement as if original parties to it) and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.

Signed:  Date: 

(on behalf of the Company)

Signed:  Date: 

(on behalf of  Print Name)