

CONTRACT TERMS: ADLINGTON GROUP

Adlington Group Limited trading as Adlington Recruitment (The Company) is entering into this agreement to record the terms on which a casual work relationship is entered into.

1. STATUS OF THIS AGREEMENT

This contract governs your engagement from time to time by The Company as a casual worker. This is not an employment contract and does not confer any employment rights on you (other than those to which workers are entitled). In particular, it does not create any obligation on the Company to provide work to you and by entering into this contract you confirm your understanding that the Company makes no promise or guarantee of a minimum level of work to you and you will work on a flexible, "as required" basis. It is the intention of both you and the Company that there be no mutuality of obligation between the parties at any time when you are not performing an assignment.

2. COMPANY'S DISCRETION AS TO WORK OFFERED

It is entirely at the Company's discretion whether to offer you work and it is under no obligation to provide work to you at any time. The Company reserves the right to give or not give work to any person at any time and is under no obligation to give any reasons for such decisions.

3. NO PRESUMPTION OF CONTINUITY

Each offer of work by the Company which you accept shall be treated as an entirely separate and severable engagement (an assignment). The terms of this contract shall apply to each assignment but there shall be no relationship between the parties after the end of one assignment and before the start of any subsequent assignment. The fact that the Company has offered you work, or offers you work more than once, shall not confer any legal rights on you and, in particular, should not be regarded as establishing an entitlement to regular work or conferring continuity of employment.

4. WORK

The Company may offer you work from time to time as a Rail Replacement Coordinator. The precise description and nature of your work may be varied with each assignment and you may be required to carry out other duties as necessary to meet business needs. You will be informed of the requirements at the start of each assignment. You confirm that you are legally entitled to work in the UK without any additional immigration approvals and agree to notify the Company immediately if you cease to be so entitled at any time.

5. PLACE OF WORK

Due to the varied nature of the Rail Replacement work undertaken by The Company you may be asked to work at a number of locations. These will normally be railway stations across the North of England although in some instances this may vary. Where the location cannot reasonably be accessed from your home address within the same day The Company will discuss arrangements for overnight accommodation with you prior to the assignment.

6. HOURS OF WORK

Your hours of work will vary depending on the operational requirements of the Company. You will be informed of the required hours for each assignment.

7. SALARY

You will only be paid for the hours that you work. The Company's current rate of pay for casual workers is £8.92 per hour (gross).

8. EXPENSES

In addition to the basic pay outline in section 7, The Company will provide the following expenses:
Mileage: The Company will provide mileage expenses at the rate of £0.45 per mile from your home location to the site(s) where you are required to work outside of a 20 mile radius.

9. PAYMENT

At the commencement of the first available pay period you will be paid for any hours worked in any given calendar week in arrears by credit transfer into your nominated bank account or building society account which has been approved by the Company and operating credit transfer facilities. Any enhancements or other monies due to you will normally be paid at the same time. Your pay is calculated by reference to a period of one calendar week.

10. DEDUCTIONS

For the purposes of the Employment Rights Act 1996, you authorise the Company to deduct from your pay any sums due to the Company including without any limitation, any overpayment, loans or advances made to you by the Company or losses suffered by the Company as a result of your negligence or breach of Company rules. Responsibility for fines, repayment for lost equipment and uniforms will be deducted from the employee salary via the Payroll.

11. HOLIDAY PAY

Due to the nature of the role it is difficult to plan ahead and organise holiday dates therefore at the end of each shift the Company will pay you in lieu of holiday pay. The amount of the payment in lieu will be calculated as 12.1% of your salary for that shift and will be added to and integrated into the total payable for that shift.

12. PENSION

Subject to the provisions of the Social Security Act 1986 you will be offered the opportunity to join the Company Pension Scheme. Pension entitlements of members of the Pension Scheme accrue in accordance with the Rules of the Scheme which are available on request. On becoming a member of the Pension Scheme, you will be bound by the Rules of the Scheme from time to time in force and will make such contributions as are laid down in the Rules. Contributions payable by you will be deducted from your salary.

13. SCREENING FOR ALCOHOL AND PROHIBITED DRUGS

At any time whilst on duty, you will provide, on request by a person authorised by the Company, a specimen of breath, and/or urine for the purpose of screening for alcohol and prohibited drugs. Any failure to comply will be a disciplinary offence which will normally result in termination of the assignment or dismissal. This agreement constitutes your consent to the conclusions of any screening referred to above being passed to the Company by any authorised person, including an employee or person acting on behalf of Northern Rail.

14. HEALTH AND SAFETY

In order to comply with the Company's Health & Safety Rules you are required to take such steps as are reasonably practicable for your own health and safety and that of your working colleagues and those affected by your work. You must make use of all protective clothing and equipment and must co-operate with management in all respects for full implementation of the Company's Health & Safety Policy.

15. UNIFORM CLOTHING

You are required to provide, at your own expense, a smart white shirt or blouse, smart black or navy blue trousers (not jeans) and smart black, navy or brown shoes with a closed toe (not trainers). If you chose not to request the branded outerwear from the Company, you should be aware that due to the outdoor nature of the work, you will need to provide suitable outer wear to ensure you remain warm and dry. You may not wear outer wear which carries significant branding for another company or add the Company branding to your own items of clothing. All the above items are part of your uniform and you are required to wear your full uniform at all times whilst on duty.

16. SICKNESS OR INJURY

Reporting Sick or Resumption

You must advise the Company Control Room of your inability to attend for work due to illness at least 2 hours prior to the commencement time of your turn of duty. You must give an indication of the date you are likely to resume duty and keep in regular contact at intervals agreed with your manager until you resume work. You must advise your Manager of your intention to resume duty following illness, by 12:00 noon on the day prior to resumption.

Accidents or Injuries at Work

In the event of an accident at work involving personal injury, however minor, details must be reported to the Control Room as soon as possible thereafter. You should also take note of and report all accidents you witness that occur to employees or members of the public as a result of the Company's operations.

17. TERMINATION

If you wish your name to be removed from the Company's staff bank of zero hours workers or no longer wish to be considered for casual work by the Company you should inform your line manager giving 7 days' notice of your last intended day of work. The Company may remove your name from its staff bank of zero hours workers if you are unable to accept an assignment on five consecutive occasions OR work for 26 consecutive weeks. The Company may terminate this contract immediately by giving notice in writing to you if it reasonably considers that you have committed any serious breach of its terms or committed any act of gross misconduct. Non-exhaustive examples of gross misconduct include dishonesty, theft, fighting, misuse of drugs or alcohol or any other acts or omissions which might bring the Company into disrepute.

18. CONFIDENTIALITY OF INFORMATION

You shall not, during your engagement by the Company, or after its termination, disclose to any other person, company or institution any confidential information relating to the Company or its activities except in pursuance of the legitimate business of the Company. All confidential papers and files should be kept secure. Business matters should not be discussed in public places where they can be overheard. You should not publish literature, deliver any lecture or make any communication to the press, Radio or Television relating to the Company business or to any matters with which the Company may be concerned

19. EQUAL OPPORTUNITIES

You are required without exception to act in the spirit of the Company and its Equal Opportunities and Bullying & Harassment policies at work. Copies of these documents are made available to you on request.

20. ACCEPTANCE OF GIFTS

You may not without the prior written consent of your Manager accept any gift and/or favour of a substantial nature from any customer, client or supplier of the Company.

21. WORKING TIME OPT OUT

If you wish to opt out of the 48-hour limit on a week's work, you will need to sign a form to be given to you by your line manager. If you do not opt-out, the Company must ensure that it does not offer you work which would result in your working for more than 48 hours in any week.

22. PERSONAL DETAILS

You must ensure that any change of name, address, marital status, number of dependants and relevant qualifications are notified to the Operations Team immediately.

23. CHANGES IN YOUR TERMS OF AGREEMENT

The Company may review its requirement for casual workers from time to time and/or may update the terms on which it offers such work. In the event of any changes to the terms on which it is prepared to engage casual workers the Company may terminate this contract with immediate effect by giving notice in writing to you and you may, at the Company's absolute discretion, be offered a new contract for casual work. For the avoidance of doubt, if the Company decides to terminate this contract you will not be entitled to any further payments from the Company other than any outstanding salary and holiday pay:

24. PERSONAL APPEARANCE

Your dress and appearance should conform to a standard which can reasonably be expected of the role you are employed to perform.

25. DAMAGING THE BUSINESS

You shall not take part in or support any activity, which damages the interest or image of the Company.

26. GRIEVANCE PROCEDURE

If you have any grievance relating to your work with the Company, you have the right to submit an application to your Manager. If you are dissatisfied with the decision given you may appeal, in writing, to a higher authority in Management.

27. COLLECTIVE AGREEMENTS

Terms and conditions of collective agreements may be amended by agreement with the recognised Trade Union. Any collective agreements with the Trade Union to which the Company is or may become a party are a matter between the Company and the Trade Union and do not confer or create rights between you and the Company. You have the right to belong to a Trade Union and take part in its activities.

28. DATA PROTECTION

Use and Disclosure of Personal Data

Personal data is data which relates to a living individual. By way of example (and without limiting its meaning in any way) it includes the name and address of staff, details of their next of kin and information relating to their performance at work. The Company processes personal data relating to its staff. All personal data processed is used in connection with the Company's or Group Company's businesses. The Company will not process personal data other than in connection with its business or the business of Group Companies.

Sensitive Personal Data

Some of the data processed by the Company is sensitive personal data. This would normally relate to the health of staff and their racial or ethnic origin but it may also include information relating to union membership or commission or alleged commission of criminal offences and proceedings for such offences. Data relating to the health of individual members of staff is processed for purposes relating to their health and safety or if necessary for the Company's or its Group Companies business. It will only be disclosed to persons other than the Company or Group Companies (or employees of either) on a confidential and limited basis, except that data relevant to your pension (including sensitive personal data) may be disclosed to those administering any pension fund of which you become or are or have been a member.

Data relating to racial or ethnic origin is processed only in connection with seeking to ensure and monitor equality of opportunity. It will not be disclosed to persons other than the Company or Group Companies (or employees of either) saved in connection with legal advice or proceedings or to regulatory bodies.

Other Processing of Data

Personal data may be processed in connection with a future proposal to sell or transfer the Company or a Group Company or a minor part of their respective businesses. In such circumstances (which are not envisaged) the processing would be on a confidential and limited basis. The Company may transfer personal data outside the European Economic Area.

Consent to Processing

You consent to the Company and any Group Company processing personal data as set out above.

29. BRIBERY REGULATIONS

The Company requires you not to offer or accept bribes which are classified as such under the UK Bribery Act 2011. You must disclose any concerns about bribery (or any other unlawful activity), whether in relation to other employees, contractors or yourself. Any failure to comply with this will be considered as gross misconduct and will ultimately lead to disciplinary penalty of dismissal.

30. TOTALITY OF TERMS

This contract is 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 as a casual worker by the Company it shall be regarded as a true, accurate and exhaustive record of the terms on which we have agreed to enter into a casual work relationship. Any variation to this contract will only be valid where it is recorded in writing and signed by both parties and no additional or modified terms should be implied by any other actions of you or the Company. You confirm that you have read and understood the contents of this document.

31. JURISDICTION

This Agreement is covered by and shall be construed in accordance with the Laws of England. The parties to this Contract of Employment submit to the exclusive jurisdiction of the English Courts.