



# MyPay Contract

## Definitions

Company	- MyPay Ltd
Client	- any business or individual that the Company agrees to provide services for under the terms of the Contract
Contract	- an agreement to provide services to the Client by the Company. These services will normally be provided by a named individual consultant.
Consultant	- a named individual employed by the Company who will provide services to the Client on behalf of the Company.
Services	- the duties that have been agreed in the Contract.
Assignment	- a period of time for which you will be providing services to the Client on behalf of the Company. This period will be stated in the Contract.
In writing	- this may take the form of a letter, fax, email or SMS message.
Commencement Date	- the start date of your Assignment. This is detailed in your Assignment Schedule.



# Consultant Responsibilities, Terms and Conditions

## 1. Duties

- 1.1 You will be employed as a flexible employee from your commencement date.
- 1.2 You will be required to perform tasks that are reasonably required by the Client in a loyal and trustworthy manner.
- 1.3 The Company will advise you of details of any Assignment offered to you. Rates of pay may vary between Assignments.
- 1.4 Your commencement date with the Company is the first day of your Assignment. Your period of continuous employment will start from that same date.
- 1.5 Your place of work may vary depending on your Assignment.
- 1.6 You will be required to conform to all reasonable requests and working conditions requested by the Client. Failure to do this may result in you being removed without notice period or payment from the Assignment.

## 2. Conditions of Employment

- 2.1 By signing this contract you declare that you do not have a criminal record. If you do then you must notify the Company in writing with the details of all convictions. You agree that these may be disclosed to any Clients that the Company may want to send you on Assignment.
- 2.2 If you are convicted of any criminal offence subsequent to the commencement of your Assignment then you must notify the Company immediately.
- 2.3 By signing this contract you are confirming that you are eligible to live and work in the UK. The Company will not become involved in any negotiations on this issue. If you are found not to be eligible your employment may be terminated immediately without notice period or payment.
- 2.4 On signing this contract you accept the Company's right to hold personal information about you as part of its business records. You agree that the Company may disclose this information to third parties if required for the running of the business.
- 2.5 The Company reserves the right to amend your terms and conditions at any time. However any major change will be notified to you two weeks beforehand in writing.
- 2.6 This contract supersedes any previous contract.
- 2.7 The Conduct of Employment Agencies and Employment Businesses Regulations 2003 (here after referred to as the Regulations) have a provision allowing you to opt out of certain parts of these Regulations. By signing this contract you confirm that you wish to opt out and you give us authority to sign any opt out clauses contained in the Regulations on your behalf. You confirm that an opt out notice may be given in accordance with Regulation 32 of the Regulations on each occasion that either a proposed Client or you inform us of any proposed new contract.

### **3. Pay and Conditions**

- 3.1 As an employee of the Company you will be paid at the National Minimum Wage level. Your hours of work will be determined in the Contract. You will not normally be expected to work more than 48 hours a week but by signing this contract you agree to opt out of the Working Time Regulations 1998. You may withdraw this agreement by writing to the Company giving 3 months notice.
- 3.2 You will be paid only after the Company has received payment for your services from the Client.
- 3.3 You may be entitled to bonuses based on the income that you have generated.
- 3.4 You are not eligible to payment when you are not on Assignment.
- 3.5 If you owe money to the Company, for whatever reason, then by signing this contract you agree to allow the Company to deduct these amounts from any payment due to you.
- 3.6 Your hours worked must be recorded on a timesheet and verified by a person authorised by the Client. The Company may request to see these timesheets.

### **4. Expenses**

- 4.1 Any reasonable travel and other expenses will be processed in accordance with the Company's expense policy.
- 4.2 Expenses will be subject to HMRC guidelines.

### **5. Holidays**

- 5.1 You will be eligible for 24 days holiday pay per year.
- 5.2 Any holidays during an Assignment must be requested in writing and agreed in advance by the Client.
- 5.3 Holiday pay will be paid in advance each week/month in your salary. As you have already received this payment in advance you will not receive payment as and when you are on holiday.
- 5.4 You will not be paid for Bank Holidays as you will not normally be working. If however you are requested to work a Bank Holiday then you will be paid at your normal rate.
- 5.5 You will not be allowed to take more than two weeks consecutive holiday.
- 5.6 The holiday year runs from 1st January to 31st December.
- 5.7 All holidays must be taken within the holiday year and cannot be carried forward to subsequent years.

## **6. Notice**

- 6.1 In the first month of any Assignment your employment may be terminated immediately. After 1 month your notice period will be 1 week. Subsequently you will be entitled to 1 weeks notice for every full year of continuous employment with the Company – up to a maximum of 13 weeks. You may terminate your Assignment by giving 1 months notice in writing to the Company unless your Assignment Schedule contains a notice period when you should abide by that.
- 6.2 We do not guarantee that there will be any work available during the notice period.
- 6.3 Regardless of the above, your employment may be terminated immediately without any notice period or payment if you commit an act of gross misconduct, or continue to fall below the Company's accepted levels of conduct, or perform an act contrary to the Client's accepted procedures/policies, or are persistently absent through illness (ie more than a total of 20 working days in any 12 month period), or are found to have any criminal record that has not be declared to the Company and the Client.

## **7. Statutory Payments**

- 7.1 You will be eligible to Statutory Sick Pay in line with current legislation. If you are sick for more than 7 days then you must supply the Company with a medical certificate. By signing this contract you agree to undergo any independent medical examination requested by the Company. Your payment will be based on your National Minimum Wage payment level – it does not take into account any bonuses.
- 7.2 You must report your absence due to sickness or injury to the Company and the Client as soon as possible. Ideally by 10am on the first day of absence.
- 7.3 You will be entitled to Statutory Maternity Allowance and Paternity Allowance in line with current legislation. Any payments will be made based on your National Minimum Wage payment level and will not include any bonus payments.

## **8. Confidentiality and Intellectual Property**

- 8.1 You are bound by any confidentiality agreements that the Client operates. In particular you must not divulge any confidential material to anybody that could damage the reputation or commercial prospects of the Client. This requirement continues after the termination of your Assignment.
- 8.2 You must also return any property of the Client back to the Client when requested and not remove any documents, information or items from the Client's premises without express written permission of the Client.
- 8.3 All intellectual capital and intellectual property rights remain the property of the Client unless you receive written permission from the Client.
- 8.4 Any intellectual property rights, inventions or similar discoveries must be notified immediately to the Client. The Client will have absolute ownership of these items.

8.5 By signing this contract you agree to irrevocably and unconditionally waive all rights under Chapter IV Copyright, Designs and Patents Act 1988 and any moral rights which you may have in any works in whatever part of the world such rights may be enforceable including :-

the right conferred by section 77 of that Act to be identified as the author of any such works and

the right conferred by section 80 of that Act not to have any such works subjected to derogatory treatment

8.6 By signing this contract you agree to irrevocably to appoint the Company or Client (whichever is appropriate) to be your legal representative and in your name and on your behalf to execute any such act and to sign all deeds and documents and generally to use your name for the purpose of giving to the Company or Client (whichever is appropriate) the full benefit of this clause. You also confirm your agreement that with respect to any third parties a certificate signed by any duly authorised officer of the Company or Client that any act or deed or document falls within the authority hereby conferred shall be conclusive evidence that this is the case.

8.7 Nothing in this clause shall be construed as restricting your rights or those of the Company or Client under sections 39 to 43 of the Patents Act 1977.

## **9. Grievance and Disciplinary**

9.1 Grievance and disciplinary procedures are dealt with in accordance with the Company's grievance and disciplinary procedures manual. A copy of this is available on request.

## **10. Health and Safety**

10.1 By signing this contract you agree to comply fully with any health and safety requirements requested of you by the Client.

## **11. Pension and Retirement**

11.1 MyPay have set up a stakeholder pension scheme that employees can join. Details are available on request.

11.2 The normal retirement age is 65 years old subject to statutory legislation.

11.3 Any employee wishing to work after their retirement age may do so subject to agreement with the Company. This may result in a change to terms and conditions.

## **12. Governing Law and Jurisdiction**

12.1 This agreement shall be governed and construed in accordance with the law of England and Wales.

12.2 Each party hereby submits to the exclusive jurisdiction of the English courts as regards any claim, dispute or matter arising out of or in connection with this agreement and its implementation and effect.

