



DATED

2024

CONTRACT AND TERMS FOR TEMPORARY WORKERS

TOP LINE MANAGEMENT UK LIMITED

And

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TOP LINE MANAGEMENT UK LIMITED

19 OXFORD ROAD

SUITE 221

BOURNEMOUTH

DORSET

BH8 8GS

1. EMPLOYMENT TERMS

Top Line Management UK Limited
Suite 221, 19 Oxford Rd Bournemouth, Dorset, BH8 8GS Tel: 01202 497665 Email:
pay@toplineltd.co.uk

1.1. Definitions and Initial Provisions

1.1.1. In this contract:

- **1.1.1.1.** "Assignment" refers to any Client Assignment outlined in your Employee Assignment Schedule.
- **1.1.1.2.** "Client" encompasses any End Client identified in your Employee Assignment Schedule.
- **1.1.1.3.** "The Company," "Top Line Management," "we," "us," and "our" all denote Top Line Management UK Limited.
- **1.1.1.4.** "Entire Assignment" signifies the full duration during which you are continuously employed in the same role for the same End Client, which may include multiple Employee Assignment Schedules.

1.1.2. Prior to extending an employment offer, the Company will require specific documents from you to verify your legal entitlement to work in the UK. You affirm that you are legally authorized to work in the UK without the need for additional



PAYE Contract
Original.pdf

immigration approvals
your entitlement changes.

and agree to promptly inform the Company if

1.1.3. To aid us in coordinating work assignments, please ensure you have provided the personal information listed in Annex A. It is your responsibility to keep us informed of any updates to this information.

1.2. Intentions; Commencement and Continuity of Employment

1.2.1. You have applied for a position with us and have indicated your willingness to undertake Assignments for various clients at different locations during your employment.

1.2.2. Based on your representations, we hereby offer you employment, which you accept, under the terms outlined in this Employment Contract.

1.2.3. Your continuity of employment will commence on [insert start date]. No prior employment with the Company or any other organization will count towards your continuity of employment with us.

1.2.4. If there is no previous continuity of employment, this employment contract is contingent upon:

- **1.2.4.1.** your legal right to work in the UK, and
- **1.2.4.2.** the actual commencement of your first Assignment.

1.2.5. You will work on a flexible basis, "as required and agreed."

- **1.2.5.1.** This contract does not obligate the Company to assign you work or provide you with Assignments, and by entering into this contract, you acknowledge that there is no promise or guarantee of a minimum workload.
- **1.2.5.2.** You are under no obligation to accept any offered Assignment.
- **1.2.5.3.** Both you and the Company intend for there to be no mutual obligation during any period when you are not engaged in an Assignment.

1.2.6. You are employed as a [insert job title], considering your qualifications and experience as communicated to us, and you may be assigned additional duties as necessary.

1.2.7. You will undertake and complete the Assignments that we offer and that you agree to perform. An Employee Assignment Schedule will be provided for each Assignment, detailing the role, tasks, working location, and working hours.

1.2.8. You will act with loyalty and integrity towards the Company.

1.2.9. During any period when you are not assigned to a Client, including during any notice period, you agree to refrain from contacting individuals specified by us, if requested.

1.2.10. You are not authorized to enter into contracts or finalize agreements on our behalf.

1.2.11. You do not have the authority to amend, change, or terminate any contracts on our behalf. If anyone other than authorized representatives of the Company attempts to discuss changes or termination of a Client Assignment with you, you must decline and refer them to us.

1.2.12. While you are on a Client Assignment, the Company does not exercise supervision or control over how you perform your work. Nonetheless, you will comply with our lawful instructions, as well as our established practices, standards, regulations, and reasonable requirements.

1.3. While on Assignment

1.3.1. You are seconded to work for the End Client at the specified location and for the duration outlined in the relevant Employee Assignment Schedule.

1.3.2. You will perform your duties with appropriate skill and care, maintaining a professional demeanor at all times.

1.3.3. You will report to the End Client and to any other individuals they may designate from time to time.

1.3.4. You must adhere to the End Client's requirements as communicated to you, including but not limited to security protocols, quality standards, and health and safety procedures applicable to the workplace.

1.3.5. If supervision, direction, or control is necessary, such oversight will be provided and managed by the End Client.

1.3.6. You must comply with reasonable requirements established by the End Client for recording and verifying your working hours, which may include timesheets or an electronic time recording system.

1.3.7. You must promptly notify us if you become aware of any circumstances that could potentially lead to a claim against us due to any act, omission, or default on your part, regardless of whether you believe such a claim is valid.

2. AGENCY WORKERS REGULATIONS

2.1. You must notify us in writing as soon as you become aware of any potential grounds for complaint regarding your entitlements under the Agency Workers Regulations 2010. This will allow us the opportunity to investigate the matter and make any necessary adjustments.

2.2. If we have agreed, at your request, to establish a salary sacrifice arrangement for the purpose of contributing to a Self-Invested Personal Pension (SIPP) or another registered pension scheme, you acknowledge that the amount sacrificed will still be considered part of your pay when determining your pay entitlements under Regulation 5 of the Agency Workers Regulations 2010.

2.3. In relation to any Assignment:

- **2.3.1.** If you have completed the Qualifying Period as defined in Regulation 7 of the Agency Workers Regulations 2010, and
- **2.3.2.** the pay you receive for that Assignment (calculated as described in clause 2.2 above) exceeds the amount you would have earned if directly engaged by the hirer (the "Excess"), and
- **2.3.3.** had you been directly engaged by the hirer, you would have been entitled to either (a) a higher holiday entitlement than what is provided under this contract, or (b) other benefits considered as pay under the Agency Workers Regulations 2010 (collectively referred to as "Shortfall"),

then the amount of the Excess will be credited against the Shortfall, and the Excess will be regarded as having been received by you towards any entitlements related to the Shortfall.

3. PAYMENT

3.1. **Wages:** You are entitled to wages for all authorized time actually worked on Assignment, provided that you comply with all applicable procedures and requirements. We commit to paying your wages for all authorized time worked on Assignment, regardless of whether we receive payment for that work.

- **3.1.1.** Time worked beyond the hours specified in your current Employee Assignment Schedule will only be compensated if authorized by the End Client. If you work additional hours without prior authorization, you accept the risk that those hours may not be paid.
- **3.1.2.** Your wages will be calculated based on a Fixed Assignment-Specific Rate, as specified in your current Assignment Schedule.
- **3.1.3.** For clarity, there is no obligation for any End Client to require you to work on any given day, nor is there an obligation for us to pay you for any day your services are not needed.
- **3.1.4.** You will be paid monthly in arrears, directly into your bank account, unless otherwise stated in your current Employee Assignment Schedule.
- **3.1.5.** A payslip will be provided for each pay period, detailing the number of hours worked during that period.

3.2. **Reimbursement of Expenses:** At the beginning of each Entire Assignment, we will discuss with you any expenses that may be eligible for reimbursement.

3.3. We may reimburse you for authorized expenses that you have reasonably incurred in the performance of your duties, in accordance with our current expenses policies, provided that:

- **3.3.1.** We are satisfied that the reimbursement complies with applicable salary sacrifice or other legislative requirements.
- **3.3.2.** We confirm that the claimed expense can be legitimately reimbursed without deductions for tax and National Insurance Contributions (NIC).
- **3.3.3.** Both the nature of the expense and the amount are, where practicable and applicable, agreed upon in advance.
- **3.3.4.** You adhere to our current rules and procedures for expense claims.
- **3.3.5.** The claim is accompanied by receipts, unless stated otherwise in our current expenses policy, and is submitted along with any timesheet for the relevant period.

3.4. Any claim for expenses expected to be passed on to the Client may only be made directly to the Client if their expense procedures require it. If you make any such claims directly to the Client, you must provide us with a copy of each claim and any additional details we may need to comply with our legal obligations.

3.6. Deductions

3.6.1. We will make all legally required deductions from your pay.

3.6.2. If any money is lawfully owed by you to us (including pay advances and any amounts overpaid to you in error), we may deduct all or part of such amounts from your pay, expenses, or any other payments owed to you.

3.6.3. If we have advanced you money against your accrued paid leave entitlement, we may recover that advance by deducting or offsetting it against any payment you are due for paid leave when you become entitled to such payment.

3.6.4. If you breach this contract, we may withhold all or part of any payments due to you as compensation for our losses resulting from the breach, provided that the amount withheld does not exceed what would be deemed reasonable compensation for the breach.

3.6.5. If you terminate an Assignment in breach of contract without providing the required notice or if you fail to pay an amount that the Client reasonably considers due, and as a result, the Client withholds part or all of any payment due to us for your services, we may withhold a corresponding amount from any sums owed to you (including pay).

3.6.6. If any equipment is issued to you for use during an Assignment, you must use it solely for that purpose, take proper care of it, and return it at the end of the Assignment in good, serviceable condition, allowing for fair wear and tear. Failure to return any such equipment will constitute a breach of contract, and pending its return, we may withhold any sums due to you (including pay), limited to the value of the equipment (if not returned) or the cost of repairs (if returned damaged).

3.6.7. If a motor vehicle provided to you by a Client is damaged while in your possession, and an investigation finds you responsible, you will be liable for the cost of repairs, up to the maximum excess applicable under the Client's motor insurance policy.

- **3.6.7.1.** Until the investigation is concluded, if the Client withholds part or all of any payment due to us for your services, we may withhold a corresponding amount from your payments (including pay). If the investigation determines that you were responsible for the damage, we may retain the cost of repairs, up to the maximum excess.
- **3.6.7.2.** We may also deduct amounts related to any Penalty Charge Notice or other fixed penalties incurred by you.

3.6.8. Subject to the above provisions and to End-Client authorization regarding hours worked beyond those specified in your current Employee Assignment Schedule, we will not withhold wages for any periods you have actually worked, regardless of whether we have been paid by the Client.

4. HOLIDAYS AND PAID LEAVE

4.1. Unless otherwise specified for a particular Client Assignment, your annual paid leave entitlement is 5.6 weeks per year. During your first year of employment, this accrues at a rate of 0.4667 working weeks per month (calculated as 5.6/12) or 0.1077 working weeks per week (calculated as 5.6/52). Bank and public holidays that fall on your normal working days but are not actually worked will count towards your annual paid leave entitlement.

4.2. Payment for annual paid leave will generally be drawn from your annual paid leave reserve fund. Unless otherwise specified for a specific Client Assignment, this reserve fund accrues at a rate of 12.80% of your gross pay (calculated as 5.6/46.4), excluding the paid leave itself and any advances made against this fund.

4.3. You may take your annual paid leave entitlement at any time, subject to the requirements of any current Client Assignment, provided that the payment for such leave can be supported by your annual paid leave reserve fund. We generally will not approve requests for annual paid leave that exceed the amount available in your reserve fund.

4.4. We will honor any additional statutory rights to paid leave that you may become entitled to over time, such as maternity, paternity, adoption, shared parental leave, or paid time off for ante-natal appointments.

4.5. Periods not worked, except those due to sickness or injury or other statutory rights to leave (such as maternity, paternity, adoption, shared parental leave, or ante-natal appointments), will be treated as annual paid leave, utilizing any accrued but untaken annual paid leave entitlement. Any remaining time will be classified as unpaid leave.

4.6. The holiday year runs from January 1st each year:

- **4.6.1.** If there is a change to the start date of the holiday year, a pro-rata calculation will be performed, and any balance of annual paid leave entitlement (whether a surplus or deficit) will be carried forward from the last holiday year under the previous start date to the first holiday year under the new start date.
- **4.6.2.** Subject to this, accrued annual paid leave entitlements cannot be carried forward from year to year. It is your responsibility to ensure you take any accrued annual paid leave entitlement before the end of the holiday year.

4.7. For the purposes of paid leave, the amount of a week's pay will be calculated in accordance with the Working Time Regulations 1998 (as amended). This will be based on an average of your gross pay, excluding paid leave and any advances against your annual paid leave reserve fund, calculated over the applicable reference period (generally 12 weeks until April 6, 2020, and thereafter 52 weeks).

4.8. You have no other entitlement to paid leave beyond what is outlined in this contract.

5. SICKNESS AND INJURY

5.1. We will provide statutory sick pay as required by law for any periods of absence due to sickness or injury. If you recover damages from a third party for your absence, you are required to repay any sums received under this clause. Please note that we do not provide any payment beyond the statutory sick pay. For the purposes of statutory sick pay, your qualifying days are your normal working days under your current Assignment.

5.2. If you are absent from work for any reason that has not been previously authorized by us, you must inform both us and the End Client as early as possible. All unauthorized absences must be properly explained. If the duration of your absence is uncertain, you are required to keep us regularly updated on its expected length.

5.3. If your sickness or injury lasts more than five working days (excluding weekends), you must provide us with a medical certificate from your doctor on the sixth day of your absence. After that, you must continue to submit medical certificates on a weekly basis.

5.4. Any sickness absence related to an injury or accident at work must be reported to our HR team immediately, or as soon as reasonably practical if you are incapacitated.

5.5. Upon returning to work after an unauthorized absence, you are required to complete a Self-Certification form. This form must detail the dates and reasons for your absence, including any sickness during non-working days. This information is necessary for us to calculate your entitlement to statutory sick pay.

5.6. We reserve the right to require you to undergo an examination at our expense by a doctor or medical consultant of our choice at any time. If we make this request, you must authorize the medical professional to disclose the results of the examination to us and to discuss any relevant matters that may affect your ability to perform your duties.

5.7. You warrant that you have disclosed, and will continue to promptly disclose, any medical conditions or circumstances known to you that might negatively impact your ability to perform the duties of your Position or any Assignment we may propose.

6. WORKING DAYS AND HOURS

6.1. **Expected Working Hours:** During any assignment, your expected working hours will be between 35 and 40 hours per week. Your normal working days and

hours will be specified by us as required for the current Assignment. These days and hours may be adjusted by us at any time. You may also be required to work additional hours as agreed. If your Assignment requires you to work more than six hours in a single day, you will be entitled to an unpaid lunch break of at least 20 minutes.

6.2. Flexible Hours: From time to time, flexible working hours may be necessary for your Assignment. It is your responsibility to maintain accurate records of your hours and days worked and to provide these records to us whenever requested. Additionally, you must ensure that you do not work for more than 46.4 weeks in any calendar year.

6.3. Suspension of Assignment: The Client may require us to temporarily suspend your Assignment for any reason. In such cases, we will provide you with as much notice as possible. Please note that you will not be entitled to payment during any period of suspension.

6.4. Payslip Information: We are required to display the total number of hours you have worked during each pay period on your payslip.

6.4.1. Please note that we may not have direct visibility of these hours. For example, if you submit a timesheet directly to the agency or if you are paid based on a day rate rather than hourly.

6.4.2. To ensure compliance with our obligations, you must:

- 6.4.2.1. Keep appropriate records of your hours worked.
- 6.4.2.2. Notify us regularly of the total number of hours you have worked during each pay period.
- 6.4.2.3. Promptly inform us if you believe the hours stated on your payslip are inaccurate.

7. WORKING TIME REGULATIONS AND EU DRIVERS' HOURS RULES

7.1. Definitions

The following definitions apply throughout this section:

- **7.1.1. EU Drivers' Hours Rules:** Refers to the Community Drivers' Hours Regulation (EC) 561/2006, as amended by The Drivers' Hours and Tachographs (Amendment etc.) (EU Exit) Regulations 2019 (SI 2019 no 453), Regulation (EU) 2020/1054, and the Drivers' Hours and Tachographs (Amendment) Regulations 2021 (SI 2021 no 135).
- **7.1.2. Periods of Availability:** Defined as waiting times as per the Road Transport (WT) Regulations, which are periods when you are not required to stay at your workstation but must be available to respond to calls to start or resume work, with the duration known in advance.



- **7.1.3. Road Transport (WT) Regulations:** Refers to the Road Transport (Working Time) Regulations 2005 or any subsequent regulations that replace these.
- **7.1.4. Mobile Worker:** Any worker part of the travelling staff, including trainees and apprentices, who is employed by a business providing transport services for passengers or goods by road.
- **7.1.5. Other Work:** All activities defined as working time under the Working Time Directive, excluding driving, and includes any work performed where you are not at the disposal of us or the Client.

7.2. General Working Time Regulations

Unless you are a Mobile Worker subject to EU Drivers' Hours Rules or working in a specific industry with different regulations:

- **7.2.1. Definition of Working Time:** Defined by the Working Time Regulations 1998 as amended ("WTR").
- **7.2.2. Working Time Limit:** Under the Working Time Regulations, you are not permitted to work more than 48 hours in any week unless you have agreed to waive this limit. Such agreement can be indicated in Annex B.
 - **7.2.2.1.** If you agree to waive the 48-hour limit in Annex B, this exemption will remain in force until you provide us with three months' written notice to withdraw your agreement.
 - **7.2.2.2.** If you do not indicate such agreement in Annex B or if you withdraw it, we must ensure that you do not work beyond the 48-hour limit in any week. You are responsible for keeping us informed of your working hours for third parties.
- **7.2.3. Exclusions from Working Time:** Time spent traveling to the Client's premises, lunch breaks, and other rest breaks do not count as part of your Working Time.

7.3. Specific Regulations for Mobile Workers

If you are a Mobile Worker working in operations subject to EU Drivers' Hours Rules:

- **7.3.1. Definition of Working Time:** Includes periods when you are at your workstation available to us or the Client and engaged in activities related to road transport, such as driving, loading, unloading, assisting passengers, and maintaining the vehicle.
- **7.3.2. Reference Period:** The average Working Time is calculated using a 17-week reference period as specified in the Road Transport (WT) Regulations.
 - **7.3.2.1.** The reference period starts on your first day of Assignment.
 - **7.3.2.2.** This period may be adjusted to a rolling 17-week reference period, with prior written notification to you.
 - **7.3.2.3.** The reference period may be extended to 26 weeks if a valid collective or workforce agreement is established.



- **7.3.3. Calculation of Working Hours:** For the purposes of the EU Drivers' Hours Rules, the total hours worked in a week includes:
 - **7.3.3.1.** Hours of Other Work for any employer except us and the Client.
 - **7.3.3.2.** Working Time for us and the Client.
 - **7.3.3.3.** Total hours spent as Periods of Availability.
- **7.3.4. Non-Paid Time:** Time spent traveling to the Client's premises, lunch breaks, and other rest breaks do not count as Working Time or Periods of Availability, and you will not be compensated for these periods.
- **7.3.5. Compliance:** You must take all reasonable steps to comply with the EU Drivers' Hours Rules and the Road Transport (WT) Regulations, observing all rules regarding the operation and maintenance of any vehicle.
- **7.3.6. Infringement Prohibition:** You must not accept or undertake any work that would cause you to violate the EU Drivers' Hours Rules or the Road Transport (WT) Regulations.

8. PENSIONS

8.1. Auto-Enrolment

The statutory Pension Auto-Enrolment provisions will apply. The Company will fulfill its employer duties as outlined in Part 1 of the Pensions Act 2008.

8.2. Pension Scheme Provider

The Company has chosen the National Employment Savings Trust (NEST) as its Auto-Enrolment pension scheme provider. The Company reserves the right to change this provider, and you will be notified of any such changes.

8.3. Company Pension Scheme

Aside from the Auto-Enrolment scheme, there is no additional company pension scheme available.

8.4. Pay Reference Period

For the purposes of Pension Auto-Enrolment, your Pay Reference Period will be:

- **Weekly Paid:** Monday to Sunday (or multiples of a week).
- **Monthly Paid:** Each Calendar Month.

9. INTELLECTUAL PROPERTY RIGHTS

9.1. Ownership of Intellectual Property

Top Line Management UK Limited
Suite 221, 19 Oxford Rd Bournemouth, Dorset, BH8 8GS Tel: 01202 497665 Email:
pay@toplineltd.co.uk

All rights related to Intellectual Property (including copyright) arising from any work created by you during an Assignment (whether independently or collaboratively) must be disclosed to us promptly and will vest in us. It is our responsibility to transfer any agreed rights to third parties. You will fully cooperate with any reasonable formalities required to implement this provision, including signing any necessary assurances regarding Intellectual Property rights. This clause does not apply if it conflicts with any document approved by us and signed directly between you and the End Client.

9.2. Indemnification

You will indemnify us against any liabilities incurred due to any alleged infringement of third-party intellectual property rights resulting from your actions, except where such infringement arises from compliance with specifications provided by us or the End Client.

10. CONFIDENTIALITY

10.1. Confidential Information

You must not disclose or use any information of a private, confidential, or secret nature obtained through this contract or any Assignment related to us, our business, or any obligations of confidence owed to an End Client or third party:

- **10.1.1.** During the contract or any Assignment, except as required in the proper course of your duties.
- **10.1.2.** At all, after the termination of the contract.

10.2. Non-Disclosure Agreements

You will sign any reasonable non-disclosure, secrecy, or confidentiality agreement that may be required from time to time.

10.3. Protected Disclosures

For clarity, nothing in this Agreement prevents you from making a "protected disclosure" as defined in Part 4A (Protected Disclosures) of the Employment Rights Act 1996. This includes disclosures made about matters previously communicated to another recipient.

10.4. Survival of Obligations

Your obligations under this clause shall continue to apply after the termination of this Agreement, for any reason.

11. SOCIAL MEDIA, COMPUTERS, AND TELECOMMUNICATIONS

11.1. Compliance with Policies

You are required to comply with all applicable policies regarding social media and the use of computer and telecommunications equipment. This includes adhering to the policies established by both the Company and any Client with whom you may be engaged during your Assignment.

12. DISCIPLINARY AND GRIEVANCE PROCEDURES

12.1. General Procedures

The Company will generally follow Disciplinary and Grievance Procedures based on recommendations from the Advisory, Conciliation and Arbitration Service (ACAS). However, these procedures are not contractual, and the Company reserves the right to modify or deviate from them at its discretion. A copy of the current procedures can be found in Annex C.

12.2. Reporting Grievances

If you have a grievance, you should first bring it to the attention of your Top Line Management account manager. If your account manager cannot resolve the issue, you may escalate it to a Top Line Director.

12.3. Disciplinary Appeals

Appeals related to disciplinary matters should be directed to a Top Line Director.

13. TERMINATION

13.1. Nature of Employment

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 outlined in this clause, or, if justified (for example, due to gross misconduct), without notice and without payment in lieu of notice.

13.2. Assignment Termination

Termination of an Assignment does not terminate your contract of employment.

13.3. Termination Notice Requirements

Top Line Management UK Limited
Suite 221, 19 Oxford Rd Bournemouth, Dorset, BH8 8GS Tel: 01202 497665 Email:
pay@toplineltd.co.uk

You may not terminate your employment until any current Assignment can also be lawfully terminated by us. You may not terminate an Assignment without also terminating your contract of employment, unless you have our written agreement. Subject to this, your 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 of 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 weeks (maximum notice fourteen weeks).

13.4. Automatic Termination

Your employment will automatically terminate, without any requirement for notice, on the first day on which both of the following statements are true:

- **13.4.1.** You have no current Assignment.
- **13.4.2.** You have not worked on Assignment at any time during the last four weeks.

13.5. Unlawful Employment

Your employment will automatically terminate, without any requirement for notice, if the continuation of your employment would become unlawful, whether due to the expiry of any required work permit or otherwise.

13.6. Final Pay Adjustments

If upon 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 will be made to your final pay, calculated in accordance with the Working Time Regulations 1998 (as amended).

13.7. Return of Property

Upon termination of your employment for any reason, you must promptly return all property belonging to TopLine or any Client that is in your possession or under your control. If required by us, you will confirm in writing that you have complied with your obligations under this term.

14. DATA PROTECTION AND PRIVACY

14.1. Legal Obligations

We are required by law to provide you with information about the personal data (including sensitive personal data / special category data) that we record, keep, and process about you, and the conditions under which we ensure our processing of such data is lawful.

14.2. Data Protection Notice

This information is 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. Responsibilities

You must:

- **15.1.1.** Familiarise yourself with and comply at all times with all aspects of our Health and Safety policy, as well as 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 (hereafter referred to as “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.** Cooperate with us or any other person in regard to any duty imposed on us or such other person by or under any relevant Requirement, 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.
- **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. Compliance Consequences

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. Zero Tolerance Policy

TopLine 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. Reporting Obligations

If you are offered a bribe, asked to make one, or suspect that any bribery or corruption has occurred or may occur, you must immediately report this 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. Commitment to Equal Opportunities

TopLine 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. Zero Tolerance Policy

TopLine 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. Disciplinary Action

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. Zero Tolerance Policy

TopLine 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. Reporting Obligations

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. General Compliance

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 ON YOUR PART

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 familiarize yourself with its content, keep up to date with any changes, and generally 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 this contract.

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 an Assignment to your duties thereunder, and you may not under any circumstances during those hours, whether directly or indirectly, undertake any other duties, of whatever kind.
- **20.6.2.** We do not seek to restrict what you do outside your normal working hours.

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 minimize 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 this contract (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 an 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 authorize 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 the terms and conditions of this contract. 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. 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 any previous relationship between us (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.

22.GOVERNING LAW AND JURISDICTION

1.1

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

