

TERMS OF EMPLOYMENT

NAMES OF PARTIES

THE COMPANY: Orbital Umbrella Limited whose registered offices are at 10 Regent Street South, Barnsley, South Yorkshire, S70 2HT, registered under Company Number 7427816.

THE EMPLOYEE:

1 RECITALS

1.1 The Employee will be deemed to be employed by the Company during the period for which he is working pursuant to an Assignment Confirmation with the Company.

1.2 The Employee's employment with the Company shall be governed by the Assignment Confirmation in force at the relevant time between the Company and the Employee and by the terms of this Agreement.

1.3 In the event of any inconsistency between the terms of an Assignment Confirmation and the terms of this Agreement, then the terms of the Assignment Confirmation shall take precedence.

2 ASSIGNMENTS

2.1 The Company and the Employee acknowledge that the work to be provided to the Employee will be by way of Assignments. Details of such Assignments will be provided to the Employee by the employment agencies in relation to services to be performed for clients of that agency.

2.2 Employment agencies will approach the Company to facilitate arrangements for an Assignment Confirmation between the Company and the Employee.

2.3 The Employee's duties will be agreed and detailed from time to time in each Assignment Confirmation.

2.4 Neither the offer nor the acceptance of any Assignment Confirmation shall be treated in any way as establishing any entitlement to any other Assignment Confirmation.

3 EMPLOYMENT PERIOD

3.1 The Employee's employment with the Company begins on the date that an Assignment Confirmation between the Company and the Employee commences and shall terminate on the date upon which that Assignment Confirmation ends, unless the Employee's employment terminates on an earlier date pursuant to clause 14 of this Agreement.

3.2 For the avoidance of doubt, the Employee shall only be deemed to be an Employee of the Company for any period during which an Assignment Confirmation between the Company and the Employee is in force. No continuity of employment between the Company and the Employee shall exist in the period between Assignment Confirmations.

3.3 Any previous employment of the Employee by the Company, under an Assignment Confirmation or otherwise shall not form part of the Employee's continuous employment with the Company under a new Assignment Confirmation.

3.4 No other employment with a previous employer counts as part of the Employee's period of continuous employment with the Company.

3.5 In respect of any period during which an Assignment Confirmation between the Company and the Employee is in force, the Employee agrees to be bound by the terms of this Agreement and any other terms and conditions of the Company.

4 JOB AND JOB TITLE

4.1 The Employee's job title shall be as set out in the Assignment Confirmation from time to time in force between the Company and the Employee.

4.2 The Employee's normal place of work will vary from time to time depending on the nature of the Assignment to be performed by the Employee. The Employee's place of work will be as detailed in the Assignment Confirmation in force at the relevant time.

4.3 For the avoidance of doubt the Employee has no entitlement to any particular number of hours of work in any particular period, and there is no obligation on the Company to offer or facilitate any work for the Employee.

4.4 The Employee must submit a timesheet to the Company in respect of each working day that an Assignment Confirmation is in force between the Company and the Employee. The time sheet must be submitted to the Company by 5pm on every Tuesday on which an Assignment Confirmation is in force, and to detail the work carried out by the Employee during the preceding week.

4.5 For the avoidance of doubt, no pay will be due to the Employee in respect of any day for which a timesheet is not submitted to the Company and the Employee accepts and agrees that a deduction may be made from his weekly pay to reflect his failure to submit a timesheet.

5 PAY

5.1 In relation to any Assignment that the Employee undertakes for the Company, the rate of pay will be as set out in the Assignment Confirmation.

5.2 The Employee's pay under each Assignment Confirmation will be the amount to which he is entitled based on the work completed for the Assignment, subject to the following deductions:

- (i) Employee's tax and national insurance contributions
- (ii) Employer's national insurance contributions
- (iii) An administrative fee.

Further details of these deductions will be provided to the Employee by the Company upon request.

5.3 The Employee's hourly rate of pay for an Assignment will be not less than the National Minimum Wage from time to time in force.

5.4 The Employee's remuneration will be paid weekly in arrears by credit transfer to a bank or building society nominated by the Employee unless otherwise agreed in writing by the Company and the Employee.

5.5 The Employee will be notified in writing of any change to the Company's pay or its pay structure if such a change takes place at a time when an Assignment Confirmation is in force between the Company and the Employee.

6 EXPENSES

6.1 The costs of training and personal protective equipment required by the Employee for completion of an Assignment with the Company should be reclaimed from the Company in accordance with the terms of the Company's Expenses Policy.

6.2 The Company will reimburse the Employee for any other expenses incurred in completion of an Assignment Confirmation in accordance with the terms of the Company's Expenses Policy.

7 DEDUCTIONS

7.1 The Company reserves the right in its absolute discretion to deduct from the Employee's pay any sums which the Employee owes to the Company including, without limitation, any overpayments or loans made to the Employee by the Company or losses suffered by the Company as a result of the Employee's negligence or breach of an Assignment Confirmation or of the terms of this Agreement or any other Company rules.

7.2 The Employee, in signing this Agreement, acknowledges and agrees that such deductions may be made by the Company.

8 NORMAL HOURS OF WORK

8.1 The Employee's normal hours of work from time to time will be as set out in the Assignment Confirmation.

8.2 The Employee hereby agrees that the 48 hour limit under the Working Time Regulations 1998 will not apply to the Employee unless or until the expiry of 3 months written notice from the Employee to the Company to terminate this arrangement.

9 COMPANY HOLIDAY ENTITLEMENT

9.1 The Company's holiday year runs from 1 January to 31 December.

9.2 In each holiday year the Employee's Company holiday entitlement will be 28 days inclusive of the equivalent to public holidays. The Employee's holiday entitlement will be pro-rated on the basis of time worked within each Assignment Confirmation and will accrue at 12.07% of your rate of pay as detailed in the Assignment Confirmation in force at the relevant time.

9.3 The Employee must give at least one week's notice of proposed holiday dates and these must then be agreed with the Company. The Employee may not carry any unused Company holiday entitlement forward to a subsequent holiday year.

9.4 If the Employee starts or leaves employment with the Company during a holiday year the Employee's Company holiday entitlement in respect of that holiday year will be calculated at the rate of 0.603 days for each complete week of service in that Company holiday year.

Upon the termination of an Assignment Confirmation, and therefore the termination of the Employee's employment with the Company, the Employee will be paid in lieu of any untaken holiday entitlement in respect of that Assignment Confirmation at a rate of 12.07% of the Employee's average weekly rate of pay for that Assignment. The Employee will be required to repay to the Company pay received for holiday taken in excess of the Employee's entitlement. Any sums so due may be deducted from any money owing to the Company or the Employee as the case may be. The Company reserves the right to require the Employee to take any unused Company holiday entitlement during the Employee's notice period, even if booked to be taken after the end of the notice period.

10 PUBLIC HOLIDAYS

The Employee's entitlement to the equivalent of public holidays is included in (and is not additional to) the 28 days annual holiday entitlement set out in clause 9.2 above. For the avoidance of doubt, the Employee has no entitlement to take public holidays. If the Employee is required to work on a public holiday(s) during an Assignment Confirmation he will be notified by the Agency of any change in his rate of pay for the public holiday(s) worked.

11 NOTIFICATION OF SICKNESS AND OTHER BENEFITS

11.1 If the Employee is unable to attend work for any reason and the Employee's absence has not previously been authorised by the Company, the Employee must inform the Company of the fact of his absence and the full reasons for it by 9.30am on the first day of absence.

11.2 If the Employee is absent from work due to sickness or injury which continues for more than seven days (including weekends) the Employee must provide the Company with a medical certificate on the eighth day of sickness or injury. Thereafter medical certificates must be provided to the Company to cover any continued absence.

11.3 Immediately following the Employee's return to work after a period of absence of up to seven days which has not previously been authorised by the Company, the Employee is required to complete the Company's Self-Certification form stating the dates of and the reason for the Employee's absence, including details of sickness on non-working days as this information is required by the Company for calculating Statutory Sick Pay entitlement. Self-Certification forms will be retained in the Company's records.

12 SICK PAY

12.1 If the Employee is absent from work due to sickness or injury and complies with the requirements in this clause and clause 11 above regarding notification of absence, the Employee will be paid Statutory Sick Pay in accordance with the provisions of the Social Security Contributions and Benefits Act 1992. For Statutory Sick Pay purposes the Employee's qualifying days are based on the work rota of days that the Employee is expected to work that week.

12.2 The Company reserves the right to require the Employee to be examined at any time by an independent medical advisor at the Company's expense.

13 STAKEHOLDER PENSION

13.1 If the Employee so wishes, the Employee will be entitled to join the designated Stakeholder Pension Scheme approved by the Company, details of which will be provided to the Employee upon request to the company. The Employee's entitlement to join the scheme will be dependent on the Employee fulfilling the eligibility requirements set out within the Scheme.

13.2 The Company does not operate any other pension scheme in respect of the Employee's employment.

14 TERMINATION

14.1 The period of notice to be given in writing by the Company or by the Employee to terminate the Employee's employment is as specified in the Assignment Confirmation from time to time in force between the Employee and the Company, the terms of which take precedence over this Agreement.

14.2 In the event that no periods of notice are specified in the Assignment Confirmation, the period of notice to be given in writing by the Company or the Employee to terminate the Employee's employment is:

(i) One week's notice if the Employee has been continuously employed for less than two years; and then

(ii) One week's notice for each completed year of continuous service up to a maximum of 12 weeks' notice after 12 years' continuous service.

14.3 Nothing in these terms and conditions of employment shall prevent the Company from terminating the Employee's employment without notice where the employee has fundamentally breached the terms of an Assignment Confirmation and/or the terms of this Agreement.

15 ACCEPTANCE OF GIFTS

The Employee may not without prior written consent of the Company accept any gift and/or favour of whatever kind from any customer, client or supplier of the Company or any prospective customer, client or supplier of the Company.

16 CONFIDENTIALITY

16.1 The Employee must not disclose any trade secrets or other information of a confidential nature relating to the Company or any of its associated companies or their business or in respect of which the Company owes an obligation of confidence to any third party (including Clients and Agencies) during or after the Employee's employment except in the proper course of the Employee's employment or as required by law.

16.2 The Employee must not remove any documents or tangible items which belong to the Company, Clients or Agencies or which contain any confidential information from the Company's, the Clients' or the Agencies' premises at any time without advance authorisation in writing from the Company.

16.3 The Employee must return to the Company upon request and, in any event, upon the termination of the Employee's employment, all documents and tangible items which belong to the Company, Clients or Agencies or which contain or refer to any confidential information and which are in the Employee's possession or under the Employee's control, including any site plans.

16.4 The Employee must, if requested by the Company, delete all confidential information from any re-usable material and destroy all other documents and tangible items which contain or refer to any confidential information and which are in the Employee's possession or under the Employee's control.

17 INVENTIONS

17.1 If the Employee makes any invention whether patentable or not which relates to or is capable of being used in any business of the Company or the Clients with which the Employee is (at that time of making the invention) or has been (within the two years before that time) concerned to a material degree the Employee must disclose it to the Company immediately.

17.2 As between the Employee and the Company, the ownership of all inventions made by the Employee will be determined in accordance with s.39 of the Patents Act 1977.

18 HEALTH AND SAFETY AT WORK

18.1 The Company will take all reasonable practicable steps to ensure the Employee's health safety and welfare while at work. The Employee must familiarise himself with the Company's health and safety booklet and the Client's health and safety policy and the Client's risk assessments and safety and fire rules in respect of every Assignment the Employee undertakes. It is also the Employee's legal duty to take care of the Employee's own health and safety and that of the Employee's colleagues, including every person with whom the Employee works on an Assignment.

18.2 For the avoidance of doubt, the terms of the Company's health and safety booklet do not form part of this Agreement.

19 MATERNITY/PATERNITY RIGHTS

The Company will respect the rights of Employees under current employment legislation relating to maternity, paternity, adoption and parental leave, details of which can be obtained from the Company.

20 JURY SERVICE

20.1 If The Employee is called for Jury Service during an Assignment Confirmation with the Company and the Employee is eligible he is obliged, by law, to attend. The Employee must notify the Company immediately on receipt of the letter from the court.

20.2 Any period of Jury leave that the Employee takes during an Assignment Confirmation will be unpaid.

21 CHANGES TO THE EMPLOYEE'S TERMS OF EMPLOYMENT

21.1 The Company reserves the right to make changes to any of the terms and conditions of the Assignment Confirmation and/or the terms and conditions of this Agreement and will notify the Employee in writing of such changes at the earliest opportunity and, in any event, within one month after such changes have taken effect.

21.2 Such changes will be deemed to be accepted unless the Employee notifies the Company of any objection in writing before the expiry of the notice period.

22 DISCIPLINARY AND GRIEVANCE PROCEDURES

22.1 Details of the Company's Disciplinary and Grievance Procedures are referred to in the Company's Disciplinary and Grievance policies. For the avoidance of doubt, the Company's Disciplinary and Grievance Procedures do not form part of the Employee's terms and conditions of employment with the Company.

23 LAW

These terms are governed by and construed in accordance with the Laws of England and Wales.

Signed on behalf of Orbital:

Name: _____

Dated: _____

Signed on behalf of the Employee:

Name: _____

Dated: _____