

- (1) Quest Employment Ltd (and its successors), a company incorporated in England and Wales under company number 5509015 and having its registered office at 7-9 The Avenue, Eastbourne, East Sussex BN21 3YA ("the Company").
- (2) These terms and conditions constitute a Contract of Employment and are provided to the Employee in accordance with the terms of the Employment Rights Act 1996, Employment Act 2002, and Working Time Regulations 1998. This document contains the terms and conditions of employment which govern your service with the Company. The Employee is also referred to any Assignment Schedule which may be in place from time to time.
1. Interpretation & Definitions
- 1.1 The headings contained in this Agreement are for convenience only and do not affect their interpretation.
- 1.2 In this Contract of Employment the following definitions apply:
- "Assignment"** means the period during which the Employee is supplied by the Company to provide services to a Hirer. Each Assignment period will end when the Employee ceases to be supplied to a Hirer or be available for work except where this relates to normal shift breaks or approved absences.
- "Assignment Schedule"** means the schedule or written details agreed between the Company and the Employee for each Assignment containing the relevant particulars of the Assignment.
- "AWR"** means the Agency Workers Regulations 2010 as amended from time to time
- "Hirer"** means the person, firm or corporate body together with any subsidiary or associated company as defined by section 1159 of the Companies Act 2006 to whom the Employee is introduced or assigned to work.
- "Qualifying Period"** means the period as defined in Regulation 7 of the AWR for the Agency Worker to become entitled to the same basic working and employment conditions as defined in Regulation 5 of the AWR.
- "Relevant Period"** means (a) a period of 8 weeks after the last day on which the Employee worked for the Hirer having been supplied by the Company; or (b) a period of 14 weeks from the first day on which the Employee worked for the Hirer having been supplied by the Company or 14 weeks from the first day of the most recent Assignment where there has been a break of more than 6 weeks (42 days) since any previous assignment;

## **2. Job Title, Place of Work & Assignments**

- 2.1 The Employee is employed by the Company as a Flexible Employee. Due to the nature of the Company's business, the Employee will be required to be co-operative and flexible with regard to roles undertaken. Examples of these roles may vary from unskilled & skilled within the industrial, commercial & technical disciplines to include example work assignments - warehouse operative, production operative, food manufacturing / processing, agricultural, engineering & clerical positions. Your full Assignment Scheduled will be issued at the point of assignment acceptance via email.
- 2.2 The Employee will be appointed to the Company's local branch but due to the nature of the Company's business the Employee will be required to work at various locations and undertake travel in accordance with the requirements of each Assignment.
- 2.3 The Employee will be assigned by the Company from time to time to provide services to the Company's Hirers. During each Assignment the Employee agrees to work under the supervision and direction of the Hirer at whose premises they are assigned and to carry out their duties in a loyal and trustworthy manner and with reasonable skill and care.
- 2.4 The Employee agrees that without prior notice the Company may transfer the Employee to a new Assignment at the nearest location with any other Hirer.
- 2.5 The Employee agrees that any Assignment may be terminated immediately without any prior notice or liability. Termination of an Assignment is not termination of the Employee's employment with the Company.
- 2.6 The Employee agrees to inform the Company when the Employee is unavailable to undertake work.
- 2.7 The Company will endeavour to offer Assignments to the Employee. The Employee acknowledges that there may be times when no Assignments are available.
- 2.8 Unless expressly stated, no variation or alteration to these terms shall be valid unless the details of such variation are agreed between the Company and the Employee and set out in writing and a copy of the varied terms is given to the Employee stating the date on or after which such varied terms shall apply.
- 2.9 The Employee accepts there is no and will be no contract of employment express or implied between the Employee and any Hirer to whom he/she may be assigned, and expressly agrees that he/she will not hold himself/herself out as being employed by a Hirer of the Company.
- 2.10 This Agreement and the relevant Assignment Schedule constitutes the entire and exclusive statement of the agreement between the Company and the Employee with respect to its subject matter and there are no oral or written representations, understandings or agreements relating to this Agreement that are not fully expressed in the Agreement. This Agreement supersedes any previous agreement whether verbal or written given to the Employee at any time.
- 2.11 The Employee acknowledges that should the Hirer or any third party introduced to the Employee by the Hirer wish to engage the Employee either directly or through another employment business, before or during an Assignment or during the Relevant Period, the Company will be entitled to either charge the Hirer a transfer fee or to agree an extended period of hire with the Hirer at the end of which the Employee may be engaged directly by the Hirer or the third party or through another employment business.

## **3. Commencement & Term**

- 3.1 The Employee's period of continuous employment with the Company begins on the date of the first assignment.
- 3.2 No employment with a previous employer counts as part of the Employee's period of continuous employment with the Company.

## **4. Hours of Work**

- 4.1 The hours of work will vary for each Assignment. The Employee will be notified of the hours of work that apply to each Assignment in an Assignment Schedule, which will be provided to the Employee by the Company upon commencement of an Assignment or as soon as practicable thereafter.
- 4.2 The Company will offer the Employee a minimum of 336 hours per annum based upon a 35-hour week in every successive 12-month period from the commencement of employment provided the Employee completes the initial 12 month period or the relevant successive 12 month period under this contract. The minimum hours shall be prorated for part time employees. All hours made available but not worked shall count towards the minimum whether worked or not. The Employee has no entitlement to be offered or to demand minimum hours at any time, or that they work a particular number of hours, spread those hours evenly over a year, or to provide such hours at a particular location, Hirer, or at particular intervals. The Apportionment Act 1870 shall not apply. The Employee acknowledges that there will be times when no work or Assignments are available. If the Employee is unavailable to work, apart from normal holiday leave, owing to the exercise of statutory entitlements to leave, during the course of a 12-month period, the minimum in those circumstances will be prorated for the period available to work.
- 4.3 The Employee is obliged to undertake work as and when required by the Company. As the Employee works under a Contract of Employment, as and when the Employee is obliged to carry out work, the Employee must do so. If, without proper reasonable cause, the Employee declines or refuses to commence working on any particular Assignment or during the Assignment so decline or refuse, the Company shall be entitled to treat this as serious misconduct and to take disciplinary action which may well include terminating the Employee's contract of employment.
- 4.4 Whilst not on Assignment the Employee must keep in regular contact with the Company to confirm their availability for work. Should the Employee fail to contact the Company for a period of four consecutive weeks whilst not on Assignment the Employee agrees that they will be deemed to have terminated their employment with immediate effect.
- 4.5 For the purpose of calculating the average number of weekly hours worked by the Employee on an Assignment, for the purposes of the Working Time Regulations 1998 (as amended), the start date for the relevant averaging period shall be the date on which the Employee commences the first Assignment.
- 4.6 If the Employee is entitled to any terms and conditions relating to the duration of working time, night work, rest periods and/or rest breaks under the AWR which are preferential to rights and entitlements relating to the same under the Working Time Regulations 1998, any such terms and conditions and the date from which they commence will be set out in the relevant Assignment Schedule (including any variations thereto).

## **5. Remuneration**

- 5.1 Whilst on Assignment the Employee will be entitled to be paid only in respect of the hours worked. The Employee has no entitlement to pay in respect of any period when they are not working on an Assignment.
- 5.2 The basic hourly rate of pay may vary from one Assignment to another, and will be no less than the appropriate statutory national minimum wage or national living wage in force at the time for the work undertaken. The Employee will be notified in the Assignment Schedule of the specific rate applicable for each Assignment (including any variations thereto).
- 5.3 Payment will be made weekly in arrears by electronic transfer into the Employee's bank account. We reserve the right to outsource our payroll to a payroll bureau.
- 5.4 The parties acknowledge that the Company is required to make certain deductions from the Employee's pay. Pay will be subject to deductions in respect of PAYE tax and National Insurance Contributions and; any other deductions which the Company may be required by law to make and; any agreed deductions and that for the purposes of the Employment Rights Act 1996, the Employee hereby authorises the Company to deduct from their remuneration, any sums the Employee owes the Company including but not limited to any overpayment of wages, holiday or sickness pay, loans or advances, non-returned company property and for any monies owed to the Company by the Employee.
- 5.5 The Employee may, by virtue of having completed the Qualifying Period for an Assignment, be entitled under the AWR to an increase in his/her pay and other emoluments and any such variation will be notified to the Employee in the Assignment Schedule.
- 5.6 The Employee agrees to comply with any requirements of the Company and/or the Hirer relating to the assessment of the Employee's performance for the purpose of determining entitlement to any element of pay including bonuses.
- 5.7 Where expressly stated in the Assignment Schedule, the Employee will be reimbursed for any reasonable expenses properly incurred during the performance of their work whilst on Assignment.
- 5.8 The Employee will be informed in the Assignment Schedule if any overtime payments will apply, and the applicable rules which apply.

## **6. Timesheets**

- 6.1 At the end of each week of an Assignment, unless instructed otherwise, the Employee shall deliver to the Company a fully and accurately completed timesheet indicating the number of hours worked during the preceding week (or such lesser period) and signed by an authorised representative of the Hirer.
- 6.2 Subject to clause 6.3, the Company shall pay the Employee for all hours worked on Assignment regardless of whether the Company has received payment from the Hirer for those hours.

- 6.3 Should the Employee fail to submit a properly completed or authorised timesheet, the Company shall conduct an investigation regarding the hours claimed by the Employee and the reasons for the Hirer's refusal to sign a timesheet in respect of those hours. The Company shall endeavour to complete the investigation in a timely manner, however, this may delay any payment due to the Employee.
- 6.4 The Company shall make no payments to the Employee for hours not worked.
- 6.5 For the purposes of the Working Time Regulations 1998 (as amended), the Employee's working time shall only consist of those periods during which they undertake work for the Hirer as part of the Assignment. Subject to any amendments made to the Employee's basic working and employment conditions during the term of this Agreement in compliance with Regulation 5 of the AWR, time spent travelling to the Hirer's premises, lunch breaks and other rest breaks shall not count as part of the Employee's working time for these purposes.

## **7. Company's Obligations**

- 7.1 When an Assignment is offered to the Employee, the Company shall provide the Employee with an Assignment Schedule.
- 7.2 If a variation to the Assignment Schedule is agreed between the Employee and the Company, the Company shall provide a copy of the Assignment Schedule confirming the agreed variation to the Employee by no later than 5 business days following the day on which the variation was agreed.
- 7.3 An Assignment Schedule may not be provided by the Company to the Employee in the following circumstances:
- 7.3.1 where the Employee is being offered an Assignment in the same position as they have undertaken within the previous five working days and the Assignment Schedule has already been provided to the Employee; or
- 7.3.2 where the Assignment is intended to last for 5 consecutive working days or less and the Assignment Schedule has been previously provided to the Employee before and the details remain unchanged. In such situation the Company may only provide written confirmation of the identity of the Hirer and the likely duration of the Assignment. Where the Assignment subsequently extends beyond 5 working days, the Company shall provide an Assignment Schedule to the Employee within 8 days of the start date of the Assignment.

## **8. Employee's Obligations**

- 8.1 The Employee shall during every Assignment and afterwards where appropriate:
- 8.1.1 devote the whole of his/her time, attention and abilities during his/her hours of work to his/her duties.
- 8.1.2 co-operate with the Hirer's reasonable instructions and accept the direction and supervision of any responsible person in the Hirer's organisation;
- 8.1.3 make themselves available to the Hirer for not less than the minimum daily working hours (the Assignment Work Pattern), shown on the Assignment Schedule;
- 8.1.4 observe all relevant rules, policies and regulations of the Hirer site of which they are made aware, or which they might reasonably be expected to ascertain;
- 8.1.5 take all reasonable steps to safeguard their own safety and that of any other person who may be affected by their actions during the Assignment;
- 8.1.6 not engage in any conduct detrimental to the reasonable interests of the Company or the Hirer, including without limitation any conduct reasonably likely to bring the Company or the Hirer into disrepute, or which results in the loss of custom or business;
- 8.1.7 conduct him/herself in a professional manner, to dress appropriately, to wear any form of identification required by the Hirer and to observe all applicable laws;
- 8.1.8 at the end of the Assignment or on demand, return to the Company or the Hirer as directed, all property of the Hirer and Company including but not limited to all equipment, materials, documents (including copies) and other such materials, security passes, keys, uniforms, personal protective equipment or clothing;
- 8.1.9 The Employee has a duty to adhere to the Company's policies from time to time in force as notified to the employee.
- 8.2 The Employee may not, under any circumstances, undertake any other duties of whatever kind for any third party during his/her hours of work on any Assignment without prior written consent of the Company.
- 8.3 If the Employee is unable for any reason (other than for holiday leave agreed in advance with the Company pursuant to clause 9.6) to attend work during the course of an Assignment, they should inform the Company at the beginning of each working day or hours that the Employee is unable to attend. The Hirer should be contacted where contact with the Company is not possible, but the Employee must also inform the Company at the first possible opportunity, and continue to keep the Company so informed for the duration of the absence.
- 8.4 Where the Employee becomes aware of any reason why they may not be suitable for an Assignment either before the commencement of or during the Assignment they shall notify the Company immediately.
- 8.5 By commencing an Assignment, the Employee acknowledges that he/she is not aware of anything which will cause a detriment to his/her interests and/or the interests of the Company and/or the interests of the Hirer by being engaged in such an Assignment. The Employee shall inform the Company immediately if he/she becomes aware of any circumstances which would render such engagement so detrimental. The Employee will notify the Company immediately of any circumstances that might reasonably affect the willingness of a Hirer to accept his/her services.
- 8.6 The Employee warrants that they are legally entitled to work in the United Kingdom and that all information given to the Company as to his/her identity, permission to work in the UK, experience, training, qualifications and authorisations which the Hirer considers are necessary, or which are required by law or by any professional body to work in the position which the Hirer seeks to fill is true and complete.
- 8.7 Prior to commencement of any Assignment, the Employee shall inform the Company if he/she is aware that he/she has worked for the Hirer (or for any company which is a parent company of, subsidiary company of, or shares an ultimate parent company with the Hirer) including via another employment business or third party at any time since 1st October 2011 up to commencement of the newest Assignment and if so, details of when and in what role(s) including details of any breaks between periods of work, and the reasons for such breaks.
- 8.8 Where an Employee believes that he/she is entitled to access to collective facilities and amenities or to be informed of any relevant vacant posts with the hirer or, having completed the Qualifying Period for an Assignment, he/she is entitled to but has not received the same basic working and employment conditions (as defined in the AWR) as if he/she were directly recruited by the Hirer, the Employee he/she should discuss this with the Company or otherwise raise this in writing with the Company setting out the premise for the concern.

## **9. Holiday & Holiday Pay**

- 9.1 Subject to any increased entitlement pursuant to the AWR, the Employee is entitled to paid annual leave for time worked during an Assignment according to the statutory minimum as amended from time to time.
- 9.2 The current statutory entitlement to paid annual leave is 5.6 weeks.9.3 In the event that the Employee is entitled to an increase in paid and/or unpaid annual leave by virtue of having completed the Qualifying Period, any such increase in entitlement will be notified to the Employee in the Assignment Schedule.
- 9.4 Unless otherwise stated in the relevant Assignment Schedule, the Leave Year is the annual period during which the Employee accrues and may take statutory leave and commences on the date that the Employee commences their first assignment and runs until the anniversary of that date.
- 9.5 Unless otherwise stated in the relevant Assignment Schedule, paid annual leave accrues in proportion to the annual leave entitlement for the amount of time worked by the Employee on Assignment during the Leave Year. Annual leave does not accrue for any time when the Employee is not working on Assignment.
- 9.6 In the course of any Assignment during the first Leave Year, the Employee is entitled to request leave at the rate of one-twelfth of the Employee's total holiday entitlement in each month of the leave year.
- 9.7 Unless otherwise stated in the relevant Assignment Schedule, where an Employee wishes to take paid leave during the course of an Assignment, they should notify the Company of the dates of their intended absence giving notice of at least four weeks in writing of the period of leave that they wish to take. Approval of holiday requests is at the Company Discretion.
- 9.8 The Company may require the Employee to take paid annual leave at specific times or notify the Employee of periods when paid annual leave cannot be taken.
- 9.9 Save where this clause is amended by the relevant Assignment Schedule, where a Bank or Public Holiday falls during an Assignment and the Employee does not work on that day subject to the Employee having accrued entitlement to payment for leave, the Employee may upon giving notice take that day as part of their paid annual leave entitlement.
- 9.10 When working on assignment where you work a fixed number of hours in a week or other period specified in the 'Assignment Schedule', and where for hours worked above these fixed number of hours the worker is entitled to overtime pay, these fixed hours are considered the "normal working hours". "Normal working hours" also include periods of guaranteed and non-guaranteed compulsory overtime and also voluntary overtime which is sufficiently regular so as to amount to normal remuneration, but will not include infrequent or irregular voluntary overtime. Holiday pay is based on the average hourly rate over the previous 52 weeks for "normal working hours" or all hours where there are no "normal working hours" in place.
- 9.11 Unless otherwise stated in the relevant Assignment Schedule, all entitlement to leave must be taken during the course of the Leave Year in which it accrues and none may be carried forward to the next year, however, the Company reserves the right to extend an individual's holiday year due to business requirements at their discretion. The Employee is responsible for ensuring that all paid annual leave is requested and taken within the Leave Year.
- 9.12 Where this contract is terminated by either party, the Employee shall be entitled to a payment in lieu of any untaken leave where the amount of leave taken is less than the amount accrued at the date of termination.

## **10. Absence, Sickness & Sick Pay**

- 10.1 The Employee may be eligible for Statutory Sick Pay provided that they meet the relevant statutory criteria. Full details in the Flexible Employees hand booklet.

## **11. Termination of Employment**

- 11.1 The Employee may terminate their employment by giving one week's notice in writing to the Company.
- 11.2 The Company may terminate the Employee's employment by giving the following notice in writing:
- 11.2.1 one week's notice if the Employee has been employed by the Company continuously for one month or more, but for less than two years; or
- 11.2.2 two weeks' notice if the Employee has been employed by the Company continuously for two years, and one additional week's notice for each further complete year of continuous employment up to a maximum of 12 weeks' notice.
- 11.3 The Company cannot guarantee that work will be available for the Employee during any notice period.
- 11.4 The Company reserves the option in its absolute discretion to terminate the Employee's employment by paying him/her in lieu of notice equal to the basic salary (as at the date of termination) which the Employee would have been entitled to receive under this contract during the notice period referred to at clause 11.2 (or, if notice has already been given, during the remainder of the notice period), less income tax and National Insurance contributions. The Employee shall have no right to receive a payment in lieu of notice unless the Company has exercised its discretion under this clause.
- 11.5 The Company reserves the right to terminate the Employee's employment without notice if:
- 11.5.1 the Employee unreasonably rejects an Assignment;
- 11.5.2 the Employee fails to attend an Assignment that they have agreed to undertake without informing the Company;

- 11.5.3 the Employee is unavailable to undertake Assignments for more than 4 continuous weeks; or  
11.5.4 the Company discovers that the Employee does not have permission to work in the UK or if that permission is revoked or is no longer valid.  
11.6 Whilst not on Assignment the Employee must keep in regular contact with the Company to confirm their availability for work. Should the Employee fail to contact the Company for a period of 16 consecutive weeks whilst not on Assignment, the Employee agrees that they will be deemed to have terminated their employment with immediate effect and the Company shall send their P45 to their last known address.  
11.7 The Company may terminate this Agreement immediately in the event of any serious breach of these terms or any act of gross misconduct by the Employee.

## 12. Termination of Assignments

- 12.1 The Company may terminate an Assignment immediately without prior notice or liability (save for payment for hours worked by the Employee up to the date of termination of the Assignment).  
12.2 The Employee acknowledges that the continuation of an Assignment is subject to and conditioned by the continuation of the contract between the Company and the Hirer. In the event that the contract between the Company and the Hirer is terminated for any reason, the Assignment shall cease with immediate effect without liability to the Company (save for payment for hours worked by the Employee up to the date of termination of the Assignment).  
12.3 If the Employee does not inform the Company or the Hirer that they are unable to attend work during the course of an Assignment pursuant to clause 8.2 this will be treated as immediate termination of the Assignment by the Employee, unless the Employee can show that exceptional circumstances prevented them from complying with their obligations under clause 8.2. In the event that an Assignment is deemed to have been terminated by the Employee by virtue of the requirements of clause 8.2 not having been met by the Employee such termination shall be immediate and without liability to the Company (save for payment for hours worked by the Employee up to the date of termination of the Assignment).  
12.4 If the Employee is absent during the course of an Assignment and the Assignment has not been otherwise terminated under clauses 12.1 or 12.2 the Company will be entitled to terminate the Assignment if the work to which the Employee was assigned is no longer available. Such termination shall be immediate and without liability to the Company (save for payment for hours worked by the Employee up to the date of termination of the Assignment).

## 13. Pension

- 13.1 All employees meeting legislative requirements will be auto enrolled into a pension scheme on starting employment with the Company.

## 14. Maternity, Paternity and Adoption Rights

- 14.1 The Company will comply with its statutory obligations in respect of Maternity, Paternity and Adoption pay and leave.

## 15. Grievance & Disciplinary Procedures

- 15.1 The Company's disciplinary and grievance procedure and rules and standards of behaviour are detailed separately and do not form part of the Employee's terms and conditions of employment. The Company may change them at its discretion from time to time.  
15.2 The Employee must ensure that they have read these procedures. If the Employee's standards of work and behaviour fall below those reasonably expected by the Company, they may be liable to disciplinary action.  
15.3 The Company's current grievance and disciplinary procedures are available upon request from the Company.  
15.4 The Company reserves the right to suspend the Employee from employment for the purposes of investigating any allegation against the employee in relation to disciplinary matters (with or without pay), for such period as it considers appropriate.

## 16. Confidentiality

- 16.1 The Employee may, during their employment, become privy to the confidential information of the Company or any hirer at which the Employee works on Assignment.  
16.2 Confidential Information shall mean any confidential information belonging to or about the Hirer or the Company, which if used by the Employee other than in the course of the Assignment for the benefit of the Hirer or if disclosed to any third party either during or at any time after the termination of the Assignment would be of value or could cause damage to the Hirer or the Company whether directly or indirectly. Confidential information is confidential if it is labelled confidential, if the Hirer expressly states (whether in writing or otherwise) to the Employee that the information is confidential or if the Employee ought to have known that the information may be confidential.  
16.3 Unless required to do so in the proper performance of their duties, the Employee must not divulge or communicate to any person; use for any purposes other than those of the Company or, as appropriate, any Hirer; or cause any unauthorised disclosure, through any failure to exercise due care and attention, of any confidential information relating to the Company or any Hirer.  
16.4 The Employee agrees to deliver up to the Hirer or the Company (as directed) at the end of each Assignment all documents and other materials belonging to the Hirer (and all copies) which are in its possession including documents and other materials created by them during the course of an Assignment; and  
16.5 The restrictions under this Confidentiality clause shall continue to apply after the termination of this Agreement without limit in point of time but shall cease to apply to information or knowledge which is ordered to be disclosed by a Court of competent jurisdiction or otherwise required to be disclosed by law or which comes into the public domain other than as a result of a breach by the Employee of their obligations under this Agreement.

## 17. Intellectual Property Rights

- 17.1 The Employee acknowledges that all copyright, title and interest of whatever nature (including but not limited to copyright and patent application rights) and all other intellectual property rights deriving from work carried out by them for the Hirer in connection with an Assignment shall vest in and remain the property of the Hirer throughout the world free from any interest of the Employee, and the Employee will do anything that the Hirer may reasonably require in order effectively to vest such rights in the Hirer or such third party as the Hirer specifies or to evidence the same (whether before or after the termination of this Agreement).

## 18. Data Protection

- 18.1 The Employee agrees that the Company may collect, retain and process sensitive personal data relating to them, including medical details and details of gender, race and ethnic origin.

## 19. General

- 19.1 If any provision, clause or part-clause of these terms is held to be invalid, void, illegal, or otherwise unenforceable by any judicial body, the remaining provisions of this Agreement shall remain in full force and effect to the extent permitted by law. Any delay by the Company in responding to any breach by the Employee of this Agreement shall not be deemed nor operate as a waiver of that breach. If the Company expressly waives a breach of this Agreement by the Employee, this will not constitute a waiver of any future breach.  
19.2 The Company shall act as a gangmaster (as defined in Section 4 of the Gangmasters (Licensing) Act) when introducing the Employee into Assignments with its Clients to which this Act applies and as an employment agency for permanent recruitment and as an employment business for temporary recruitment (as defined in Section 13(3) of the Employment Agencies Act 1973) when introducing or supplying the Employee into all other Assignments with its Hirers. There is no work finder's fee applied by Quest Employment for sourcing or offering work to candidates.  
19.3 All notices which are required to be given in accordance with this Agreement shall be in writing and may be delivered personally or by first class prepaid post to the registered office of the party upon whom the notice is to be served or any other address that the party has notified the other party in writing, by email or facsimile transmission. Any such notice shall be deemed to have been served: if by hand when delivered; if by first class post 48 hours following posting; and if by email or facsimile transmission, when that email or facsimile is sent.  
19.4 This Agreement is governed by and shall be construed in accordance with the law of England and Wales and the parties hereto submit to the exclusive jurisdiction of the Courts of England and Wales in respect of any dispute arising from these terms or its subject matter

Between

- (1) Quest Employment Ltd (and its successors), a company incorporated in England and Wales under company number 5509015 and having its registered office at 7-9 The Avenue, Eastbourne, East Sussex BN21 3YA ("the Company").

(2) **Employee:**

**Signed Employee:**



**Signed for and on behalf of the employer:**

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You can request a hard copy of this document from your local branch.