



# Flexible Employee Hand Booklet

Issued by Quest Employment at

- Borough House, Marlborough Road, Banbury, OX16 5TH  
Telephone: 01295 477170
  
- 13 Mill Street, Bedford, MK40 3EU  
Telephone: 01234 358844
  
- 1st Floor, 78 George Street, Corby, NN17 1QE  
Telephone: 01536 408631
  
- Bank House, 23 Warwick Road, Coventry, CV1 2EZ  
Telephone: 024 7622 2100
  
- 13-15 Belvoir Street, Leicester, LE1 6SL  
Telephone: 0116 275 7733
  
- Suite 1, 1st Floor, Regency House, 85-87 George Street, Luton, LU1 2AT  
Telephone: 01582 723555
  
- First Floor, 102a Abington Street, Northampton, NN1 2BP  
Telephone: 01604 232227
  
- 19 Cowgate, Peterborough, PE1 1LZ  
Telephone: 01733 555405
  
- Royal House, Queenswood, Newport Pagnell Road West, Northampton NN4 7JJ  
Telephone: 01604 970370

<b>Employer's Name:</b>	Quest Employment Ltd
<b>Employer's Address:</b>	Royal House, Queenswood, Newport Pagnell Road West, Northampton NN4 7JJ
<b>Definitions:-</b>	
<b>The Company:</b>	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 business (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
<b>Quest Employment Ltd:</b>	Owner of businesses known as Quest Employment
<b>Flexible Employee:</b>	Any person employed by the Company and introduced to or supplied to the Client for the purpose of carrying out work
<b>Client:</b>	The person, firm, or company to whom you are assigned to work
<b>Line Manager:</b>	The line manager of the Client to whom you report on a day-to-day basis
<b>Branch Manager:</b>	The manager of the Branch responsible for the specific Client, based at the local Quest Branch
<b>Consultant:</b>	The Consultant responsible for the specific Client, based at the local Quest Branch
<b>Payroll:</b>	The department at Quest Head Office that deals with payment of employees' wages

**Contents**

**Section 1 - Welcome to Quest Employment Ltd..... 6**

**Section 2 - Terms of Employment ..... 6**

**Section 3 - Conduct On Assignments ..... 7**

    Client Equipment .....7

    Client Company Vehicles.....7

    Capability / Client Complaints .....7

**Section 4 - Hours of Work..... 8**

    Overtime .....8

    Night Working..... 8

**Section 5 - Working Time Regulations ..... 9**

    Opting Out Agreement.....9

    Records .....9

    Rest Breaks/Periods .....9

**Section 6 - Training ..... 10**

**Section 7 - Absence..... 10**

**Section 8 - Punctuality ..... 10**

**Section 9 - Pay Details ..... 10**

    Timesheets ..... 10

    Payment..... 11

    Pay Queries..... 11

    Tax and National Insurance ..... 11

    National Insurance number application line..... 11

    National Insurance number interview..... 11

    Tax Office (8am to 8pm, Monday to Friday, 8am to 4pm Saturday)..... 11

**Section 10 - General Rules..... 12**

    Duty to Report Misconduct ..... 12

    Private Activities ..... 12

    Personal Property ..... 12

    Security Policy..... 12

    Dress Code..... 12

    Trade Unions..... 12

    Ex-Offenders..... 12

    Contact..... 12

<b>Section 11 - Leaving the Company .....</b>	<b>13</b>
Notice.....	13
Termination of Assignments .....	13
Employment By The Client .....	14
<b>Section 12 - Remuneration .....</b>	<b>14</b>
Rate of Pay .....	14
Method of Payment .....	14
Holiday Entitlement.....	14
Paid Leave Accrual .....	15
Example Calculation of the Value of a Leave Day .....	15
<b>Section 13 - Benefits.....</b>	<b>15</b>
Statutory Sick Pay .....	15
Pension Scheme.....	16
<b>Section 14 - Family Friendly Entitlements .....</b>	<b>16</b>
Policy Outlines .....	16
Maternity .....	16
Paternity Leave .....	16
Adoption Leave.....	17
Time off for Dependants (Emergency Leave).....	17
Parental Leave .....	17
Flexible Working.....	17
<b>Section 15 - The Company Policies .....</b>	<b>17</b>
Bullying and Harassment Policy .....	17
Disciplinary Policy & Procedure.....	18
Dismissal Disciplinary Procedures .....	18
Gross misconduct.....	18
Misconduct.....	19
Grievance and appeals procedure.....	19
Grievance Policy.....	20
Equal Opportunities Policy .....	20
Maternity, Adoption and Paternity Policy .....	20
Misuse of Alcohol and Drugs Policy .....	20
Privacy Policy (Data Protection) .....	20
Sickness and Absence Policy .....	21
Email/Internet Policy .....	21
Public Interest Disclosure Policy.....	21

## **Section 16 - Health and Safety .....21**

Health and Safety Policy For Employees .....	21
Part 1: Policy Statement .....	21
Working Practices: .....	22
Hazard/Warning Signs and Notices.....	22
Working Conditions/Environment.....	22
Part 2: Organisation .....	22
The Company's Responsibilities.....	23
Part 3: Arrangements .....	23
3.1 The Health & Safety at Work Act 1974.....	23
3.2 Accident Reporting.....	23
3.3 First Aid.....	24
3.4 Risk Assessment .....	24
3.5 Fire .....	24
3.6 Display Screen Equipment.....	24
3.7 Manual Handling.....	24
3.8 Hazardous Substances (COSHH Regulations) .....	24
3.9 Electrical Apparatus.....	24
3.10 Personal Protective Equipment .....	24
3.11 Health And Safety Issues .....	25

## **Section 17 - Prohibited Jobs.....26**

Schedule 1 .....	26
Schedule 2.....	26

## **Section 18 - Personal Accident Insurance Scheme.....26**

What is Personal Accident insurance? .....	27
Why do I need the cover? .....	27
What does it cost?.....	27
Personal Accident Insurance Policy Summary Key Facts.....	27
Insurance provider .....	27
Group policyholder .....	27
Group policy number.....	27
Purpose of the insurance.....	28
Insured persons.....	28
Operative time of cover .....	28
Significant covers.....	28
Death by an accident.....	28
Permanent loss of limbs .....	28

Permanent loss of sight, speech or hearing.....28

Permanent partial disability .....29

Permanent total disability.....29

Temporary total disability.....29

Section B – Healthline Plus .....29

Second Opinion Medical Service .....29

What is not covered .....29

Policy reference .....30

Policy reference .....30

Law and jurisdiction .....30

Period of insurance .....30

Rights of cancellation and cooling off period.....30

Claim notification .....31

Your right to complain.....31

Is the insurer Covered by the Financial Services Compensation Scheme (FSCS)? .....31

What happens if I have an accident? .....32

Complaints .....32

# Section 1 - Welcome to Quest Employment Ltd

As a flexible employee of Quest Employment Ltd, you have joined a Company that holds the distinction of being one of the most successful independent recruitment agencies in the country.

All at Quest Employment take great care to develop a relationship with all our flexible employees and to maximise their potential by providing advice and help where we can.

We are delighted you have chosen to join us.

This handbook is issued to all flexible employees as a guide, not only to our terms and conditions but also to the wider environment in which we work. Please read it carefully. If you have any queries, speak to your branch contact.

If you need a copy of your induction booklet translated please speak to your branch representative who will organise for this to happen at the earliest convenience.

A copy of this booklet can also be found at [www.questemployment.co.uk](http://www.questemployment.co.uk)

**Thank you for coming to Quest Employment Ltd, we look forward to a long and successful working relationship with you.**

# Section 2 - Terms of Employment

You will have been issued a Contract of Employment and in respect of the Employment Rights Act 1996, this handbook gives further details of your terms and conditions of employment with the Company. The hand book contains Company policies which the Company may, at its discretion, change from time to time according to the needs of the business.

You are a flexible employee of Quest Employment Ltd, and whilst the Client can at any time request that you be removed from an assignment, this does not necessarily mean that your employment with the Company is terminated.

You will be expected, whilst on assignment, to devote your full time and attention to the business of the Client and the role that you have been assigned to.

It is a requirement for you to provide the Company with documentation confirming your eligibility to work in the UK. This must be supplied in accordance with Section 8 of the Asylum and Immigration Act 1996.

Your employment is subject to the receipt of a minimum of two satisfactory references and where necessary, verification of any qualifications, licences or certificates, and any medical requirements applicable to your assignment. For certain assignments it may be necessary for the Company to obtain further information from you relevant to that assignment, this may include additional references, identification and the requirement to undertake a credit check.

There may be occasions when the Company needs to obtain further information with regard to your health and fitness to fulfil the duties of an assignment, therefore, the Company reserves the right to ask for your authority to access your medical records or alternatively to ask you to attend a Company Medical Advisor or Occupational Medical Advisor.

For reasons of Health & Safety, there are a number of job functions that the Company will not assign you to, or will only assign you, having gained authority from a Quest Employment Ltd Director. A list of these job functions is contained in this handbook (Section 17), however this list is not finite.

## Section 3 - Conduct On Assignments

The Company's ability to offer you suitable assignments depends on our continued reputation for quality and reliability. It is therefore important that as a Quest flexible employee, you conduct yourself in a professional manner at all times and adhere to the requirements within this Handbook on each and every assignment.

Whilst on assignment, you will be required to co-operate with the Client's reasonable instructions and accept the direction, control and supervision of any responsible person in the Client's organisation.

You will be required to observe any relevant rules and regulations of the Client's organisation (including normal hours of work).

You must not engage in any conduct that is detrimental to the interests of the Company, or any of its Clients.

You must not at any time divulge to any person, nor use for your own or any other person's benefit, any confidential information relating to the Client's or the Company's employees, business affairs, transactions or finances.

You should take all reasonable steps to safeguard your own health and safety and that of any other person who may be present or be affected by your actions whilst working on an assignment it is essential that you comply with the Health and Safety policies and procedures of the Client that you are assigned to.

### Client Equipment

All equipment and items supplied to you by either the Company or its Clients must be returned to the respective party upon completion of the assignment or termination of your Contract of Employment, or earlier if requested to do so.

Whilst working on an assignment, any equipment supplied to you for use during your assignment must be used in the manner instructed by the Client and with due care and consideration at all times.

In the event of failure to return equipment, or in cases of wilful or negligent damage to equipment, the Company reserves the right (by way of your remuneration, bonus or any monies due to you) to deduct the cost of such items and reclaim any outstanding balance from you. If the property belonged to our Client, the money will be repaid to them to cover the cost of the items.

### Client Company Vehicles

The Company takes all reasonable steps to ensure that you are qualified and willing to undertake any duties that the Client has informed us will be required. This includes ensuring that where you may be required to drive a Client Company vehicle you have the appropriate driving licence. Should you be requested by the Client to undertake any driving duties you must contact your Branch before doing so in order that we may make the appropriate check.

### Capability / Client Complaints

The Company will take all reasonable steps to ensure that you are capable of performing the requirements of your assignment, prior to placing you with a Client. However, should a Client identify that you are not capable of performing the assignment to the standard required; the Company reserves the right to remove you from the assignment and seek to place you elsewhere.

Any complaint received from a Client with regard to your conduct and or capabilities will be dealt with appropriately and may be dealt with through the Disciplinary Process, which could lead to the termination of your assignment and/or employment.



## Section 4 - Hours of Work

Your hours of work will vary according to the requirements of the Client. It is a condition of your employment that you work flexibly in accordance with the Clients' requirements. Accordingly, you acknowledge that there may be periods of time when no work is available for you. You will only be paid for the hours that you actually work.

The Working Time Regulations impose an average 48 hour weekly working time which is calculated over any period of 17 weeks, or if you work for less than this, for the period worked. You may have signed an Opt-out agreement, whereby you have agreed to work hours which exceed the maximum average weekly working time limit of 48 hours, as imposed by the Working Time Regulations 1998 (these Regulations do not apply to Drivers). Should you wish to withdraw your agreement, you should submit your request in writing to your Consultant, giving 7 days' notice.

When your daily shift lasts, or is expected to last for six hours or more you will normally be entitled to a rest break of at least 20 minutes. The Client will advise details at commencement of your assignment and breaks should be taken in agreement with the Line Manager. You are also entitled to at least 11 hours consecutive rest in each 24 hour period and an interrupted weekly rest period of not less than 24 hours in each 7 day period.

To increase your chances of work you must call Quest Employment each morning between 8.00am - 9.00am for work that day and/or 4.30pm - 5.30pm in the evening for work the following day.

If for any reason you cannot attend work you must give Quest Employment as much notice as humanly possible before the start of your assignment. This gives us time to arrange a replacement for your assignment causing minimal disruption.

If for any reason you cannot complete the day inform Quest immediately. **NEVER WALK OUT!!**

At the end of your shift ask your supervisor if you are required the next day.  
If there is no work for you telephone Quest for details of your next assignment.

### Overtime

Where the need for overtime arises, the Client will advise their requirements. Any reasonable request for overtime will be paid at the rate applicable to the particular assignment. Details of the rates that apply to overtime will be communicated at commencement of your assignment or when appropriate thereafter.

### Night Working

The official definition of a night worker is someone who works more than three hours at night (between 11pm and 6am) as part of the normal course of their job. If you do regularly work at night you should by law not work more than an average of eight hours in each 24 hours during a 17 week period.

In compliance with Working Time Regulations you may have completed a Health Self-Assessment Declaration for Night Workers, the purpose of this declaration is to assess your fitness to carry out night work whilst working on an assignment from the Company.

Whilst there is no difference in the physical demands of night work compared to day work the human body is naturally programmed to sleep at night. The disruption to sleep patterns can aggravate certain medical conditions, albeit often temporarily. Additionally the reduced access to services and facilities that may be apparent both inside and outside the workplace at night can have an effect. If you accept an assignment from us as a night worker, you will be required to complete a Health Self-Assessment Declaration for Night Workers.

## Section 5 - Working Time Regulations

The Working Time Regulations are important in imposing limits on working hours, creating rights to rest periods and breaks, and a right to paid holiday leave. As the Agency responsible for paying you as a Flexible Employee, we are also responsible for ensuring that the Regulations are complied with. This together with the Flexible Employee Standard Conditions of Work forms the terms and conditions of your engagement.

### Opting Out Agreement

The Regulations impose an average 48 hour weekly working limit (the limit) which applies to you in respect of work carried out for a Client Company. The average hours per week are calculated over any period of 17 weeks, or if you work for less than this, for the period worked. Quest Employment wish to exclude this limit for any Client for whom you carry out work as in our view it is not appropriate to the needs of our Clients or realistic given the nature of temporary work.

You are entitled to work in excess of the limit provided you agree to this in writing. You are not obliged to agree to opt out of the limit: it is a matter of choice for you. If you agree to opt out, please sign where indicated at the end of this agreement. Quest Employment will require you to give 7 days' notice in writing to terminate the opting out agreement.

### Records

We shall keep a proper record of your hours worked.

### Rest Breaks/Periods

Adult workers are entitled to the following:-

- 1) To at least 11 hours consecutive rest in each 24 hour period;
- 2) An uninterrupted weekly rest period of not less than 24 hours in each 7 day period; and
- 3) A rest break after 6 hours work of not less than 20 minutes to be spent away from the work station.

Normally, you will enjoy a lunch break, and the arrangements with the Client Company may allow for other rest breaks or periods.

Quest Employment reserves the right under the Regulations to vary the rest breaks or periods where special circumstances occur, subject to ensuring you have compensatory rest at other times. Appropriate arrangements will be reached between Quest Employment and the Client Company to ensure rest breaks and periods or other compensatory rest is provided.

## Section 6 - Training

The Company will ensure that you are provided with adequate information, instruction and training, in order to fulfil each assignment safely and effectively. If you are concerned about the adequacy of the information, instruction and training you receive, please discuss this with your Consultant.

## Section 7 - Absence

If you are absent from work for any reason you must inform your Consultant prior to the commencement of your agreed start time on your first day of absence and on any subsequent days of absence.

Any absence due to sickness, injury or accident, should be covered by a self-certification form and any sickness that continues for more than 7 consecutive days (including weekends), must be covered with a medical certificate to cover that absence. If you remain absent from work, you must produce a medical certificate to cover the entire period while you are absent. The medical certificate must state the reason for the absence. If you do not follow these requirements, you may lose your entitlement to Statutory Sick Pay 'SSP'. You may also be subject to disciplinary action in terms of the Quest disciplinary policy and procedure.

Once you are fit to return to work, you should inform your Consultant who will re-assign you as soon as possible. The Company cannot guarantee the availability of your previous assignment. The Company takes a very serious view of un-notified absence and failure to follow the procedure may result in the loss of entitlement to Statutory Sick Pay (SSP), and/or to formal disciplinary action. For further information refer to the Company Sickness and Absence Policy.

## Section 8 - Punctuality

You are required to be punctual for each assignment. Details of your hours will be communicated to you at the commencement of your assignment. It is a requirement of the Company that you are present at your workstation, ready to commence work, at your agreed start time.

## Section 9 - Pay Details

### Timesheets

On some assignments our Clients may have an agreement with the Company to transfer hours electronically or by other methods (via signed personal timesheets). Your Consultant will inform you of these alternative arrangements if they apply to your assignment.

We will issue you with a timesheet before you commence an assignment (if required). At the end of the assignment the timesheet must be signed in ink by your supervisor. Without a signature your timesheet is worthless - leave the bottom copy with your supervisor, return the top copy to Quest.

If you are required to use a clock card you must clock in and out as instructed. Failure to do so could delay payment - it is your responsibility to adhere to policy and procedures.

For your convenience you may leave timesheets in the outside letterbox over the weekend - always in a sealed envelope & marked clearly for the attention of Quest.

## Payment

It is your responsibility to give us your correct bank account details. Failure to supply details or incorrect details could delay payment.

Please note that we do not pay cash advances.

Pay slips are emailed to your quest email account.

## Pay Queries

Any wage queries should be notified as soon as possible to your local branch. Pay queries **may not** be resolved immediately subject to any investigations required (discussed and advised at the time).

## Tax and National Insurance

We feel it is good working practice that every member of staff working for Quest Employment will obtain a National Insurance Number within 12 weeks of work commencing. To make your appointment the National Insurance Help Line numbers are;

### National Insurance number application line (Monday to Friday, 8am to 6pm)

**Telephone:** 0800 141 2075

**Textphone:** 0800 141 2438

### National Insurance number interview

Jobcentre Plus may write to you and ask you to come to an interview where you'll be asked about your circumstances and why you need a National Insurance number.

The letter will also tell you which documents to bring to prove your identity, eg:

- passport or identity card
- residence permit
- birth or adoption certificate
- marriage or civil partnership certificate
- driving licence

You'll be told at the interview how long it'll take to receive your National Insurance number

Your P45 tells us how much tax you should be paying. As soon as it is available you should give it to us.

If you have no P45 you must complete a P46 before leaving the office to allow us to give you some tax free pay. If you have not completed one please ask and we will provide one.

### Tax Office (8am to 8pm, Monday to Friday, 8am to 4pm Saturday)

Call HMRC for help with questions about Income Tax, including PAYE coding notices, Marriage Allowance and changing your personal details.

Have your National Insurance number with you when you phone.

**Telephone:** 0300 200 3300

**Textphone:** 0300 200 3319

**Quest Reference** 267 / GZ80354

# Section 10 - General Rules

## Duty to Report Misconduct

You are expected to act with honesty at all times. Acts of misconduct, dishonesty, or any breaches of the Company or its Clients' rules must be reported to your Line Manager or your Consultant, whether these are actually committed or just contemplated or discussed by any of your colleagues. The Company will treat any matter that you raise as confidential, as far as this is practicable. A failure to report such conduct will be treated as a serious disciplinary matter.

## Private Activities

Neither the Company nor its Client's premises and/or equipment may be used for the sale, promotion, display or exchange of literature, pamphlets or goods, whether for charitable, political, commercial or other purposes unless by prior written agreement of a Quest Director. A breach of this rule may result in disciplinary action being taken against you including dismissal.

## Personal Property

The company cannot accept any responsibility for loss or damage to employee's personal property. You are advised not to bring valuable items on to the Company or its Clients premises.

## Security Policy

Quest Employment does not tolerate theft in any form. Nor does Quest Employment permit any inappropriate items that may harm you or others or put you or others at risk or otherwise be unsuitable to be brought into the workplace, such as drugs, alcohol, counterfeit goods or pornographic materials. To combat the risk of theft and to keep the workplace as safe as possible, Quest Employment has a stop and search policy with which you are required to co-operate and comply as a condition of your employment.

This policy applies to all employees and anyone working at Quest Employment Clients.

## Dress Code

Whilst on assignment you should maintain a professional appearance. Dress should be appropriate for your working environment. Where a specific dress code is required on an assignment, your Consultant will inform you of the details. Due regard will be paid to religious, cultural and health and safety needs of all employees.

## Trade Unions

You have a legal entitlement to be a member of a trade union of your choice, or indeed not to be a member of any trade union. The Company does not recognise any trade union for collective bargaining purposes.

## Ex-Offenders

Subject to the Rehabilitation of Offenders Act 1974 as amended from time to time, the Company reserves the right to employ or not employ individuals who have a current unspent conviction. Should you be convicted of a criminal offence whilst you are an employee of the Company, the Company reserves the right to terminate your employment.

## Contact

The Employee agrees to all forms of communication, including by telephone, social media, direct face to face, text messages, emails and any other form of communication.

# Section 11 - Leaving the Company

## Notice

The Employee may terminate their employment by giving one week's notice in writing to the Company.

The Company may terminate the Employee's employment by giving the following notice in writing:

- 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
- 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.

The Company cannot guarantee that work will be available for the Employee during any notice period.

The Company reserves the option in its absolute discretion to terminate the Employee's employment by paying him 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 12.2 (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.

The Company reserves the right to terminate the Employee's employment without notice if:

- 1) the Employee unreasonably rejects an Assignment;
- 2) the Employee fails to attend an Assignment that they have agreed to undertake without informing the Company; or
- 3) the Employee is unavailable to undertake Assignments for more than four continuous weeks.
- 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

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 and the Company shall send their P45 to their last known address. 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.

## Termination of Assignments

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).

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).

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 13.3 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 13.3. In the event that an Assignment is deemed to have been terminated by the Employee by virtue of the requirements of Clause 13.3 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).

If the Employee is absent during the course of an Assignment and the Assignment has not been otherwise terminated under Clauses 13.1 or 13.2 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).

## Employment By The Client

If, as a result of your assignment with a Quest Employment Client, that Client offers you employment, you should make the Company aware of the offer.

## Section 12 - Remuneration

### Rate of Pay

Whilst on assignment, your entitlement is to be paid only in respect of the hours that you work. Your basic rate of pay will be no less than the National Minimum Wage in force at the time for hours worked or where relevant, as per the appropriate Agricultural Wages Order. Rates will be particular to specific assignments and will be notified to you in advance via assignment schedules. An 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.

You will not be paid for any time when you are not on an assignment, except when you are in receipt of holiday pay for holidays authorised in terms of the Company's holiday procedure.

You will not normally be paid for absence due to illness or injury, however you may be eligible to receive Statutory Sick Pay. Please refer to your branch consultant for further information. (For further details of SSP refer to section 7, the Absence section of this handbook)

In addition to the basic rate of pay the Company may, at its absolute discretion, make bonus, commission or incentive payments. There is no contractual or other entitlement to such payments and any scheme or practice implemented can be revised or withdrawn at any time, at the Company's discretion.

Quest Employment aims to pay the best rates possible; on the majority of contracts where other agencies supply temporary labour you will find that we pay at least the same if not more than other suppliers.

In order to be able to pay a higher rate than all our competitors we endeavor to provide our all our Clients with 100% attendance at all times. It is also our promise to clients that we inform them before the start of any shift of any Flexible Employee who will be absent from work at short notice.

Under no circumstances will any employee of Quest Employment be paid in cash for any services offered by Quest Employment.

### Method of Payment

Payment will be made weekly or monthly in arrears by BACS transfer directly into your bank account. Payment is subject to the necessary tax and NI deductions. Quest Employment reserves the right to outsource our payroll to a payroll bureau. There is no entitlement to pay in respect of any period of time you have not worked.

### Holiday Entitlement

Your holiday year with the Company runs from the date you commence your first assignment and runs until the anniversary of that date. This will then form the year on which the Company calculates your holiday entitlement.

In accordance with the Working Time Regulations 1998, the current statutory entitlement to paid annual leave is 5.6 weeks or, where relevant, as per the appropriate Agricultural Wages Order, subject to the following:

- 1) In the first year of an Assignment, holiday leave can only be taken if accrued, in respect of that Assignment;
- 2) The annual leave year shall commence on the anniversary of your start date, and annual entitlement is based on the total length of assignments during the course of the year and whether the work is full time or is less than full time, the amount of the leave to be taken at any time during that year shall be based on the assignments worked to the date leave is taken;
- 3) At least 4 weeks' notice in writing must be given to Quest Employment of any holiday leave you would like to take;
- 4) Quest Employment is entitled to refuse any application for holiday leave on certain dates where it is not convenient for the Employer and/or Client;
- 5) No unused holiday leave can be carried over into the next holiday year. Quest Employment reserve the right to extend an individual's holiday year due to business requirements at their discretion

## Paid Leave Accrual

Where pay varies because employees work their normal hours at varying times and in varying amounts in different weeks, have their week's pay calculated differently. Their average weekly hours of work, in the preceding 12 weeks, are multiplied by their average hourly rate. The hourly rate is calculated as above and includes any shift allowance which is payable.

## Example Calculation of the Value of a Leave Day

If;

- Your average hours worked over the preceding 12 weeks = 32 hours per week  
(Excluding voluntary overtime, including any mandatory overtime)
- Your average wage per hour = £6.98 per hour  
(Excluding voluntary overtime, including any mandatory overtime)

You request 1-day holiday then your daily rate would be equal to;

- 32 hours divided by 5 days = 6.4 average hours per day
- Multiply average hours by the average wage = 6.4 hours x £6.98
- Calculated average pay per leave day = £44.67

## Section 13 - Benefits

### Statutory Sick Pay

You may become eligible for Statutory Sick Pay entitlement (SSP) if, due to a legitimate illness, you have been absent for at least 4 days.

If you earn (in an average week) less than the National Insurance lower earnings limit (currently in force), you will not be entitled to SSP. If this applies to you, we will issue you with an SSP1 form, in accordance with HM Revenue & Customs (HMRC) guidelines, which you should take along to your local Jobcentre Plus office to discuss your eligibility to claim incapacity benefit. If you are unsure or need further assistance, contact your local branch Consultant.

You will need to complete and submit a Self-Certification form to cover the first 7 calendar days of absence,



production of a doctor's certificate is not necessary for this period in order for the Company to commence payment of SSP, providing that you meet the eligibility criteria and providing the Company has no reason to question the validity of the sickness absence.

SSP will normally become payable from the 4th day of absence for the first period of incapacity for work. A doctor's certificate should be submitted for any periods of absence beyond the first 7 calendar days.

It is important that you follow the correct procedure for reporting sickness absence. Failure to do so may jeopardise your entitlement, or may lead to disciplinary action that could lead to termination of your employment (see section 7 (Absence) of this handbook).

## Pension Scheme

All employees meeting legislative requirements will be auto enrolled into a pension scheme on starting employment with Quest Employment.

# Section 14 - Family Friendly Entitlements

For further information on the Family Friendly Entitlements you should refer to the individual policies which are available from your Quest branch. The information set out below is only a summary of the information contained in these policies, which set out in full your entitlement and the procedures you must follow.

## Policy Outlines

### Maternity

In order to ensure that your health and safety requirements are fully addressed you should advise your Consultant of your pregnancy as soon as possible. A risk assessment will be arranged with the Client you are assigned to.

Your Consultant will help arrange with the Client for you to be released from your assignment to allow you to attend the appointment.

Following your 20th week of pregnancy, your midwife or GP will issue you with a certificate called a 'MATB1'; this should be submitted to your Consultant, who will advise you whether you are entitled to receive your maternity pay through the Quest payroll. If you are not, the company will issue you with an 'SMP1' form for you to take to your local Jobcentre Plus office, who will advise you of your eligibility to Statutory Maternity Pay.

The Company cannot guarantee that you will be able to return to the same assignment that you were in at the commencement of your Maternity Leave. If that assignment is still ongoing when you return from maternity leave you would ordinarily return to that assignment. If that assignment has come to an end by the time you return from maternity leave you would be on stand-by and would be offered another assignment in the normal way as soon as one became available.

You should advise your Consultant in writing on or prior to the 25th week of your pregnancy, giving a minimum of 28 days' notice (where possible), of your intention to commence Maternity Leave. Maternity Leave can commence at any time following the end of the 29th week of pregnancy.

You should also inform us of your intended return date if applicable. Maternity entitlement is not affected by whether you return or not.

### Paternity Leave

If you require time off to support your partner at the time of the birth of a baby, a paternity leave form should be requested from your Consultant. If you are eligible for Paternity leave, you are required to give the Company a

minimum of 28 days' notice of your intention to take the leave (though circumstances dictate that some flexibility is necessary around the actual dates).

Eligible employees will be entitled to take up to 2 weeks leave, during the first 56 days of the birth of the baby. The 2-week period cannot be split, only one block of leave will be allowed.

Payment of Paternity Leave will be at the rate set by the government at the time the leave is taken.

## Adoption Leave

Adoption Leave is available to all eligible employees. The Company complies with legislative requirements in all cases of Adoption Leave requests. For further details with regard to your eligibility, notification requirements and your entitlements, contact your Consultant and review the Company's Adoption Leave Policy, which is available from your Quest branch.

A copy of the full Maternity, Adoption & Paternity Policy is available from your Quest branch.

## Time off for Dependants (Emergency Leave)

Time off for dependents or dependency leave gives you the right to reasonable time off work in order to deal with an emergency involving a dependent. Such time off will be unpaid.

## Parental Leave

Definition: Parent (mother, father or the person with legal responsibility for the child).

A flexible employee of the Company, with one year's continuous service at the time of the request, is entitled to take Parental Leave, which is time off work to spend with your child. The leave is unpaid. Male and female employees can take parental leave if they are the parent of a child who was born or adopted after 15 December 1999. Each parent will have entitlement to 18 weeks parental leave up to the child's 5th birthday, but no more than four weeks can be taken in any one year. Parents of a disabled child are entitled to 18 weeks parental leave, up to the child's 18th birthday.

To request a period of Parental Leave, you are required to give the Company a minimum of 21 days' notice. If, due to business reasons the Company cannot sanction the leave, the request may be deferred for up to 6 months, except where the request follows the birth of the child concerned.

## Flexible Working

The Company will comply with its obligations in terms of the Flexible Working Regulations (as amended).

# Section 15 - The Company Policies

Full copies of the following policies and procedures can be viewed or obtained from your Quest branch, with the exception of Health & Safety Policy, which is detailed below in full. (See end of this section)

## Bullying and Harassment Policy

The Company is committed to ensuring that a safe & healthy working environment is provided for all flexible employees where they are treated with dignity and respect. Bullying and harassment is morally, legally and professionally unacceptable. Individuals can be undermined and morale is reduced. The Company deplores all forms of harassment or bullying and it will not be tolerated. For further details and a copy of the full Bullying and Harassment Policy, please speak to your consultant.

## Disciplinary Policy & Procedure

The Company recognises its responsibility for taking all reasonable steps to ensure that flexible employees working on assignment with our clients are able to achieve and maintain acceptable standards of job performance, conduct and attendance. The procedure is designed to support this philosophy. The procedure applies to all flexible employees who work on assignment, and the aim of the policy is to ensure fair and consistent treatment for all flexible employees. For further details and a copy of the full Disciplinary Policy and Procedure, please speak to your Consultant.

All Consultants/Managers have the authority, where the circumstances necessitate, to take appropriate action through the formal disciplinary process, and the authority, where necessary to use the process to terminate your employment.

The Company has the right to withdraw you from an assignment at any time, however, this will not necessarily result in termination of your employment, and where appropriate an alternative assignment may be provided.

Whenever possible, we will try to resolve issues informally without recourse to formal procedures. Where it is not possible for an issue to be resolved informally or the severity of the allegation warrants, the formal procedure will be invoked.

The Company reserves the right to suspend a flexible employee on pay while the allegations are fully investigated. Suspension is not a penalty and is not a disciplinary action; it is a measure taken as a precaution. Every effort will be made to deal with the investigations in a timely manner, and suspension will not continue for longer than is necessary.

In cases of serious misconduct or where there is a pattern of persistent poor performance or misconduct, the formal Disciplinary Procedure will apply.

### Dismissal Disciplinary Procedures

- 1.1) It is considered important by the Employer that where disciplinary action is necessary, each case will be treated in a consistent, fair and effective manner.
- 1.2) Two important principles should be stressed:-
  - 1.2.1) The aim of disciplinary action is primarily to improve the conduct, and in some cases the performance of the Employee being disciplined.
  - 1.2.2) Every Employee will be given the opportunity to state their case. The Employee also has the right of appeal against disciplinary action.
  - 1.2.3) Every Employee has the right to be accompanied by a companion being a colleague or a trade union official as defined by law.
- 1.3) Appropriate disciplinary action will be taken in cases of Misconduct and Gross Misconduct
- 1.4) The dismissal disciplinary procedures constitute a Code of Practice for the Employer to follow. A departure from this code does not amount to a breach of contract.
- 1.5) Where the Employer is contemplating dismissal or disciplinary action the dismissal and disciplinary procedures apply, the Employer will:-
  - 1.5.1) set out in writing the grounds for contemplating dismissal or disciplinary action;
  - 1.5.2) provide the same to the Employee;
  - 1.5.3) hold a meeting and give the Employee a reasonable opportunity to respond; and
  - 1.5.4) after the meeting, inform the Employee of the decision and set out the rights of appeal. The Employee must take reasonable steps to attend any dismissal, disciplinary, grievance, or appeal hearing.
- 1.6) The right to suspend on full pay is not subject to the procedure in 1.5 above. An Employee may appeal against any decision to dismiss or discipline or in respect of any grievance.

### Gross misconduct

- 2.1) In cases of gross misconduct, the normal penalty for the Employee is dismissal without the need for prior written or verbal warnings.
  - 2.1.2) In all cases, the facts surrounding the case will be thoroughly investigated; the

- Employee will be presented with the known facts and given the opportunity of making a reply.
- 2.2) In cases of gross misconduct, the Employee may be suspended on basic pay, where additional investigation by the Employer into the facts of the case is necessary, or where the Employee's continued presence on site might be embarrassing to the Employee or the Employer.
- 2.3) The following are considered to be examples of but not an exhaustive list of Gross Misconduct.
- 2.3.1) Unauthorised use or disclosure of confidential information or business matters Relating to the Employer, its clients, temporaries or applicants.
- 2.3.2) Falsification of information or references on appointment.
- 2.3.3) Unauthorised absence and poor timekeeping.
- 2.3.4) Any conduct tending to bring the Employer, or the Employee, into disrepute or which results in the loss of custom of a client, flexible employee or applicant or loss of business.
- 2.3.5) Refusal to obey a lawful instruction given by the Client or Employer in connection with the employment or Assignments.
- 2.3.6) Acts of violence, including physical assault, sexual or racial harassment, drunkenness, the taking of non-prescribed drugs in such a way as to impair the ability to carry out work.
- 2.3.7) A criminal offence committed at work, other than a minor road traffic offence in the course of employment, or an offence outside work which is incompatible with the Employee remaining in work.
- 2.3.8) Theft of Employers property or misuse thereof.
- 2.3.9) Falsification of performance figures, deception, fraud or other deliberate falsehoods.
- 2.4) In case of suspected gross misconduct, the procedure at 1.5 shall apply save in exceptional circumstances where gross misconduct has in fact occurred, and immediate action is taken to dismiss. In those circumstances, the Employee will be informed of the decision in writing and of their rights of appeal.

## Misconduct

- 3.1) A verbal warning will be given by the Employee's immediate supervisor or Director, in cases where management consider that the Employee has committed an act of misconduct or has persistently committed minor acts of misconduct, and a confirmation letter will be sent to the Employee.
- 3.1.2) A written warning will be issued by the Employee's immediate supervisor or Director in cases where, because of the nature of the misconduct, a verbal warning will be insufficient, or where a previous verbal warning has failed to correct the problem. The written warning will set out the nature of the misconduct and consequences should the Employee commit a further act of misconduct within a specified period.
- 3.1.3) A further written warning will be issued if the Employee again commits an act of misconduct, other than gross misconduct within the period specified. Such a warning will normally constitute a final warning and will be issued by a Director.
- 3.1.4) If there is no consistent improvement in the Employee's conduct following the final letter of warning, the Employee will then be subject to dismissal. Dismissal can only be carried out by or with the direct authorisation of a Director.
- 3.2) In all the above steps, the 'Specified Period' will depend on the circumstances of the case. Dependent upon the nature of the offence the Employer may commence the disciplinary procedure at any stage they consider reasonable.

## Grievance and appeals procedure

- 4.1) If the Employee has any grievance relating to the employment the matter should be raised with the principal authority, David Parker, Director. The Employee must set out such grievance in writing, the basis for it, and submit to a Director. A Director will invite the Employee to a meeting to discuss the grievance.
- 4.1.2) The decision of the Director will be set out in writing and the right of appeal.
- 4.1.3) At any meeting with a Director for the purpose of deciding against the grievance, the Employee is entitled to be accompanied by a companion.

- 4.2) The Employee may appeal against any decisions on a disciplinary matter, any dismissal or in respect of a grievance decision.
- 4.2.1) Any appeal should be made within seven days of the decision taken.
- 4.2.2) If the Employer is informed of the wish to appeal, the Employee shall invite him to attend a further meeting. The Employee shall be entitled to put their case. After the appeal meeting, the Employer must inform the Employee of the final decision.

## Grievance Policy

It is the Company policy to ensure that flexible employees have fair and effective arrangements for raising issues and grievances that arise within their working environment or working relationships. There is a process designed to provide an effective means of resolving grievances by conciliation. It may also be necessary to liaise with the client to resolve issues.

## Equal Opportunities Policy

The Company is an Equal Opportunities Employer and it is our aim to create an environment that encourages and values diversity within its workforce and builds on the differences individuals bring, enabling the company's continued success. We aim to draw upon the widest possible range of views and experiences in order to meet the changing needs of our flexible employees and clients. The Company believes that all people have a right to employment which is free from direct and indirect discrimination on grounds of sex, sexual orientation, gender reassignment, age, marital status, race or ethnic origin, colour, nationality, disability, religion or belief, political beliefs or membership or non-membership of a trade union, or spent convictions, dependents or be disadvantaged by conditions or requirements which cannot be shown to be relevant to performance. The Company will continually seek to employ a workforce that reflects this belief.

## Maternity, Adoption and Paternity Policy

The Company Maternity, Adoption and Paternity Policy aims to ensure that flexible employees are aware of the benefits and entitlements available to eligible flexible employees and to ensure that the Company complies with the current legislation.

The full procedure should be followed, in cases of Maternity, Adoption and Paternity, is detailed in section 14 of this handbook and in the Policies available from your Quest branch.

## Misuse of Alcohol and Drugs Policy

The Company will try to ensure that a flexible employee's use of alcohol or prescribed drugs does not impair the safe and efficient running of the organisation that they are assigned to or the health and safety of its flexible employees or the employees of its Clients.

Where it is suspected that the use of drugs or consumption of alcohol is hindering a flexible employee from performing their duties for the Client in a safe and efficient manner, formal disciplinary action may be taken.

## Privacy Policy (Data Protection)

The General Data Protection Regulation (GDPR) and the current Data Protection Act regulate our use of your personal data. As an employer it is our responsibility to ensure that the personal data we process in relation to you is done so in accordance with the required principles. Any data held shall be processed fairly and lawfully and in accordance with the rights of data subjects.

We will process data in line with our privacy notices in relation to both job applicants and employees.

We may ask for your consent for processing certain types of personal data. In these circumstances, you will be fully informed as to the personal data we wish to process and the reason for the processing. You may choose to provide or withhold your consent. Once consent is provided, you are able to withdraw consent at any time.

You are required to comply with all company policies and procedures in relation to processing data. Failure to do so may result in disciplinary action up to and including dismissal.

## Sickness and Absence Policy

The aim of the Sickness and Absence Policy is to help and encourage all flexible employees to achieve and maintain acceptable standards of attendance. The success and efficiency of the Company depends upon flexible employees regularly attending work. Persistent absence jeopardises the company's ability to meet its Clients' needs. The Company aims to secure attendance of all assigned flexible employees throughout the working week. However, it recognises that a certain level of absence may be necessary due to sickness.

The Sickness and Absence policy applies to flexible employees of the Company, who work on assignment with a Quest Client. The procedure, which must be followed in all cases of absence, is detailed in section 7 of this handbook, failure to comply with the procedure may result in sickness payments being suspended or stopped or formal disciplinary action being invoked, in accordance with the company Disciplinary Procedure that may lead to termination of employment.

## Email/Internet Policy

Whilst working on the Company equipment you will be expected to adhere to the terms of the company Internet Policy. During assignments, whilst using Clients equipment you will be required to adhere to the policies of the Client, to which you will be made aware by the Line Manager.

## Public Interest Disclosure Policy

In accordance with the Public Interest Disclosure Act (1998), the Company's policy is to provide flexible employees with means by which they are able to raise concerns, if they have reason to believe there is serious malpractice or dishonesty. The Policy is designed to protect flexible employees wishing to raise specific serious concerns that may be in the public interest and may include:

- 1) A serious risk to health and safety of any individual
- 2) Improper conduct or unethical behaviour
- 3) Environmental damage
- 4) Financial or non-financial mal-administration
- 5) A criminal offence
- 6) Failure to comply with legal obligations or with statute

If a flexible employee has any such concern it should be raised with either their Manager or a director of the Company so that the matter can be investigated.

# Section 16 - Health and Safety

The Company is committed to ensuring, the health, safety and welfare of its employees at work, as far as a reasonably practicable. The Health & Safety Policy detailed below sets out, broadly, the legal responsibilities owed by the company and its employees in relation to health and safety issues.

It is your duty to read this policy carefully, and to ensure that you fully understand and implement it.

## Health and Safety Policy For Employees

### Part 1: Policy Statement

The Company intends to take all reasonably practicable measures to ensure the health and safety of employees, other people and to prevent damage to property. To achieve this, it is the duty of all employees to take reasonable care for

the health and safety of themselves and other people who may be affected by their acts and omissions.

All employees must:

- 1) Comply with all safety instructions and take reasonable care of the health and safety of themselves and other people.
- 2) Co-operate in any investigation and report on all accidents or incidents that may cause or lead to injury.
- 3) Report any potential health and safety risk to the appropriate person by reasonable means.
- 4) Report any shortcomings in the health and safety arrangements.
- 5) Abide by the following rules:

### Working Practices:

- 1) Do not to operate any item of equipment unless trained and authorised to do so
- 2) Do not remove any guarding from equipment used or deviate from your authorised use of the equipment
- 3) You must report immediately any equipment defect, and never attempt repair
- 4) You must never obstruct any fire escape route, fire equipment or doors
- 5) You must undertake all duties as instructed and never deviate

### Hazard/Warning Signs and Notices

- 1) You must comply with all hazard/warning signs and notices displayed on the premises

### Working Conditions/Environment

- 1) You must make proper use of all equipment and facilities provided to control working conditions/environment
- 2) You must ensure you keep all your work areas clean/tidy
- 3) You must dispose of waste/scrap in the appropriate receptacles

Employees are reminded that failure to comply with any aspect of health and safety procedures, rules or duties will be regarded by the Company as misconduct and will be dealt with accordingly within the terms of the Company's disciplinary procedure. Any serious breach of these provisions will amount to an act of gross misconduct for which the appropriate penalty is summary dismissal.

The Directors give their full commitment to this policy and will support everyone responsible for its implementation. This policy will be continuously monitored and updated by means of the Health and Safety Committee. Specific arrangements for the implementation of policy and those responsible are detailed in the Organisation and Arrangements section of this document.

## Part 2: Organisation

Employees generally work on assignments at the premises of Quest clients. They are under the control of the client and use their equipment. It is thus imperative that employees understand their duties for the health and safety of themselves and other people.

### Employee Duties

- 1) Read this policy and make sure you fully understand it.
- 2) For each assignment, read and understand the customer's health and safety policy.
- 3) Undertake any training provided, including any tests that may be set.
- 4) Comply with all health and safety notices and instructions.
- 5) Do not take any action that may put at risk the health and safety of yourself and other people.
- 6) Wear appropriate personal protective equipment when required to do so.
- 7) Report all accidents, no matter how small to the customer's representative and your Consultant.
- 8) Do not take part in any prohibited occupation. (See Section 17)

## The Company's Responsibilities

The Branch Manager has the responsibility for ensuring that the following duties are complied with. They may be delegated to another member of staff provided they have the appropriate instruction and training.

- 1) Complete the health and safety checklist for every client within 24 hours of the first assignment and annually thereafter.
- 2) Ensure that employees are provided with the necessary knowledge and skills to enable them to perform the specified job safely.
- 3) Outline the health and safety policy to the employee, ensuring that their personal responsibilities for health and safety are fully understood.
- 4) Inform the employee of the client's representative responsible for the site health and safety induction at the start of each assignment.
- 5) Inform the employee of known health and safety risks relating to the work they will carry out.
- 6) Ensure that employer's liability insurance cover is available for the work to be carried out
- 7) Ensure that no employee is placed into a position that is prohibited by the schedule.

## Part 3: Arrangements

### 3.1 The Health & Safety at Work Act 1974

As an employer we have a duty to ensure, so far as reasonably practicable, the health, safety and welfare at work of our employees.

The Company shall seek to ensure that the Client will provide and maintain:

- 1) A safe working environment with safe access and exits plus adequate facilities and arrangements for employees' welfare.
- 2) Safe equipment, tools and systems of work.
- 3) Safe methods for handling, storage, use and transport of articles and substances.
- 4) Adequate information, instruction, training and supervision.
- 5) Consultation with employees.
- 6) A Health and Safety Policy.

Employers must also ensure that their activities do not endanger any persons not in their employment.

Employees must:

- 1) Take reasonable care for the health and safety of themselves and of other persons who may be affected by their acts and omissions at work.
- 2) Co-operate with their employer and the Client to meet their duty or statutory requirement
- 3) Follow all rules pertaining to Non-Smoking Areas
- 4) Not become involved with horseplay or practical jokes

### 3.2 Accident Reporting

All Accidents, no matter how small, must be reported to the person you have been instructed to report to during your assignment with the Client. All accidents must be recorded in the Client's accident book. Your Branch Manager must also be informed and the incident must be recorded in the branch accident book.

More serious injuries, such as fractures, burns or dislocations should be reported immediately to the Branch Manager who will inform the Director of Health and Safety, who will then contact the Enforcing Authority if applicable under RIDDOR regulations. This also applies to injuries resulting in three days absence from work or work related diseases

**You must report any incident in which damage is caused to property**



### 3.3 First Aid

If you have an accident, no matter how small, make sure you get first aid treatment immediately. Ensure you are aware where the nearest first aid box is located. Larger sites have qualified first-aiders who should be able to provide simple first-aid. Smaller sites have appointed persons who will take charge in an emergency situation and ensure the first aid box is replenished.

### 3.4 Risk Assessment

The Client will carry out regular risk assessments and employees will be asked to co-operate. All employees have a responsibility to look for potential hazards and inform the Line Manager.

### 3.5 Fire

Everyone has a responsibility to reduce the risk of fire. All employees will receive instruction and training in fire procedures.

You need to know:-

- 1) How to raise the alarm.
- 2) How to use an extinguisher. Do not use one unless you have received the correct training. It can be very dangerous trying to use a fire extinguisher when you have never used one before and also you must use the correct type for the fire concerned.
- 3) What to do if the alarm is sounded.

### 3.6 Display Screen Equipment

A Display Screen Equipment user is defined as a flexible employee who uses a DSE more or less continuously on most days. As a guide if you use a DSE, on average, for in excess of four hours per day, then you may be considered a user.

The Client will carry out regular risk assessments and provide training in:

- 1) How to set up your workstation.
- 2) How to adopt good posture.
- 3) How to adjust your screen and keyboard.
- 4) The importance of regular breaks from the screen.

### 3.7 Manual Handling

The client will carry out manual handling risk assessments where appropriate. Suitable and sufficient training will be provided by the client, if you are required to carry out manual handling activities.

### 3.8 Hazardous Substances (COSHH Regulations)

The client will carry out a regular COSHH risk assessment and employees should acquaint themselves with the risks involved and the remedial treatment required.

### 3.9 Electrical Apparatus

All employees should check electrical apparatus to ensure that wires and plugs are securely attached. Any defects should be reported to the Line Manager. Never attempt to repair anything yourself, including even changing a plug.

### 3.10 Personal Protective Equipment

You may be required to wear personal protective equipment. Supplies will be made available and instruction and training provided for its proper use.

### 3.11 Health And Safety Issues

Any work related Health and Safety issues must be reported to your Consultant.

In particular, if you are a display screen operator and experience pain in the back, wrist, forearm, hand, fingers, upper arm, neck or shoulders inform your Consultant immediately.

# Section 17 - Prohibited Jobs

## Schedule 1

The Company will not, under any circumstances, arrange an assignment for you in any of the following job functions.

If, whilst working on an assignment you are requested by the Client to carry out any of the functions listed below, please contact your Consultant immediately. You must not, under any circumstances comply with such requests.

- 1) Construction Work
- 2) Demolition
- 3) Traffic Management
- 4) Key holders
- 5) Fairground Workers
- 6) Mines & Quarries
- 7) Pest Control
- 8) Pilots
- 9) Aircraft Work
- 10) Drop Forging
- 11) Forestry Work
- 12) Working with Asbestos

## Schedule 2

Consultants will be required to obtain specific authorisation from the Directors prior to arranging an assignment for you to work in any of the following functions.

If, whilst working on an assignment you are requested by the Client to carry out any of the functions listed below, please contact your Consultant immediately.

- 1) Security and Night Watchmen/women
- 2) Vehicle/Ship Dismantling
- 3) Painting of Structures / Roofing
- 4) Tree Surgery
- 5) Working in Trenches or Confined Spaces
- 6) Window Cleaning
- 7) Working at Heights (over 5m)
- 8) Working with Toxic Materials
- 9) Working with Circular, Band or Chainsaws
- 10) Working with Powered Cutting Tools
- 11) Off Shore Work
- 12) Haulage of Hazardous Substances
- 13) Haulage of Abnormal Loads

# Section 18 - Personal Accident Insurance Scheme

You, as a Quest worker, may participate voluntarily in Quest's Personal Accident Insurance Scheme.

The Scheme provides you with financial benefits in certain circumstances by virtue of an insurance policy with Insurers AIG Europe Limited, and benefits are dependent on acceptance of any claim you make by the Insurers.

The Scheme is arranged and managed by Hallsdale Insurance Brokers Limited on your behalf if you decide to participate.

A summary of what the insurance policy covers is contained below. The policy document is available upon request from Hallsdale Insurance Brokers Limited.

## What is Personal Accident insurance?

By joining the Scheme, you will be provided with personal accident insurance. The insurance provides you with essential financial support and compensation, in the instance of genuine occupational accidents that occur whilst working at authorised contract sites of Quest or whilst commuting to and from the site.

The policy is designed to pay benefits following major accidents that prevent you from working for periods in excess of 4 weeks. No benefits are payable for the first four weeks, known as the initial period.

Temporary total disablement benefits are payable up to a maximum of 48 weeks, after the initial period expires. The scheme is arranged and managed by Hallsdale Insurance Brokers Limited on your behalf if you decide to participate. If you have previously joined the Scheme but you wish to leave, please request and complete an Opt-out Form from your local branch.

## Why do I need the cover?

Workplace accidents killed 144 people between April 2017 and March 2018.

Around 630,000 other injuries occurred at work according to the Labour Force Survey as a result of a workplace accident in the same year and around 148,000 of these were classed as major accidents causing over 7 days absence from work.

## What does it cost?

The costs are very low because they are spread across many workers, like you, taking part in the Scheme. The cost to participate in the Scheme is £5.99 including insurance premium tax, per week worked.

## Personal Accident Insurance Policy Summary Key Facts

The purpose of this policy summary is to help you understand the insurance policy by setting out the significant features, benefits and limitations.

The policy is a group policy held by Quest Employment Limited.

You should read the policy document for a full description of the terms of the insurance, including the policy definitions, and refer to the policy schedule for the specific policy benefits, sums insured and the operative time. The policy document is available upon request from Quest and Hallsdale Insurance Brokers Limited.

This summary does not form part of the policy document.

## Insurance provider

This insurance is provided by AIG Europe Limited.

## Group policyholder

Quest Employment Limited

## Group policy number

0010528950

## Purpose of the insurance

This insurance provides cover for accidental bodily injury which occurs during the operative time of cover and which results in death, loss of limbs or sight, hearing and speech, temporary disability or permanent disability.

## Insured persons

Any person that is provided by the Group Policyholder to work for an employer on a temporary basis who has agreed to pay the required fee.

## Operative time of cover

All occupational related cover including commuting.

## Significant product features, benefits and limitations

The cover provided is subject to certain provisions, conditions and limitations. The information below sets out the significant features of the cover and the provisions, conditions and limitations that apply. To ensure the policy is suitable, you are advised to read the policy wording which sets out all of the features, provisions, conditions, limitations and what is not covered. You should review the cover from time to time to ensure that it still fulfils your needs.

## Significant covers

Section A – Personal Accident

### Death by an accident

An amount of £50,000

Significant features and benefits

Provides lump sum amount following death caused by bodily injury resulting from an accident.

Significant policy limitations

If accidental bodily injury does not immediately result in death then no payment will be made until at least 13 weeks after the date of the accident.

### Permanent loss of limbs

An amount of £50,000

Significant features and benefits

Provides lump sum amount following physical severance or permanent loss of use of one or more limbs following bodily injury resulting from an accident.

### Permanent loss of sight, speech or hearing

An amount of £50,000

Significant features and benefits

Provides lump sum amount following disablement caused by bodily injury resulting from an accident which causes total and permanent loss of sight, speech and hearing.

Significant policy limitations

Loss of hearing in one ear is limited to 25% of the amount payable for both ears.

## Permanent partial disability

An amount of up to £50,000

Significant features and benefits

Provides lump sum compensation based on a set scale of percentages according to the degree of permanent disability you suffer following bodily injury resulting from an accident.

Significant policy limitations

A disability which is not provided for under the scale or other cover sections will be assessed based on the degree of disability up to a maximum payment of £50,000.

## Permanent total disability

An amount of up to £50,000.

Significant features and benefits

Provides lump sum compensation following disablement caused by bodily injury resulting from an accident which prevents an insured person from working in any occupation for which they are fitted by way of training, education or employment which in all probability will continue for the rest of their life.

Significant policy limitations

No benefit is payable if the insured person dies within 13 weeks of sustaining permanent total disability when the death benefit will be payable instead.

## Temporary total disability

Up to £1,000 per week

Significant features and benefits

Weekly compensation resulting from bodily injury resulting from an accident injury which temporarily prevents an insured person from carrying out the whole of their occupational duties.

Significant policy limitations

The amount payable is limited to 52 weeks and is not payable for the first 4 weeks and will not exceed 75% of the insured person's average gross weekly wage from all sources of income.

## Section B – Healthline Plus

Second Opinion Medical Service

Health Portal

Health Information

Significant features and benefits

Provides a medical second opinion for any accident or sickness related condition (whether covered by the policy or not) for an insured person or their immediate family.

Tel: +44 (0)1273552922. Web: [www.mylifeline.co.uk](http://www.mylifeline.co.uk).

Name of Employer: The Group Policyholder (as shown)

## What is not covered

The following limitations apply to the policy as a whole:

The insurer will not pay for bodily injury resulting from intentional self-injury, suicide or attempted suicide, any unlawful act, flying as a pilot, driving a vehicle in any kind of race, being affected by alcohol or drugs, sickness or disease, any naturally occurring condition or degenerative process or any gradually operating cause.

## Policy reference

Page 12 – What is not covered?

The insurer will also not pay for any bodily injury resulting from or contributed to by a displacement or affection of the spine and its discs or associated musculature.

There is no cover for any person aged 75 years of age or over.

If an insured person is under 18 years of age the insurer will pay all claims to a parent or a legal guardian of the insured person.

## Policy reference

Page 1 – Claims procedure.

## Law and jurisdiction

This policy will be governed by English law, and the group policyholder, the insured persons and AIG Europe Limited agree to submit to the courts of England and Wales to determine any dispute arising under or in connection with it, unless the relevant insured person resides in Scotland, Northern Ireland or the Isle of Man, in which case the law applicable to that jurisdiction will apply and its courts will have exclusive jurisdiction, unless agreed to the contrary by the group policyholder and AIG Europe Limited before the start date of cover.

## Period of insurance

The premium is paid by the group policyholder according to how they administer the benefits process and how often insured persons are paid.

- A weekly premium buys cover for the week in which it is paid.
- A four-weekly premium buys cover for the four-week period in which it is paid.
- A monthly premium buys cover for the calendar month in which it is paid.

The cover remains in force from the start date of an insured person's inclusion or stops earlier as shown in the 'Start, and finish of cover for an insured person' section of the group policy.

## Rights of cancellation and cooling off period

The insurer may cancel this group policy by giving 30 days written notice to the group policyholder at their last known address. The group policyholder can cancel the group policy by giving 30 days written notice to us.

An insured person has no rights to cancel the group policy, only the right not to be included. If an insured person decides that they no longer wish to be included, they should advise the group policyholder who will arrange for a proportionate return premium for the unused proportion of the cover, provided a claim has not been made by the insured person.

If within 15 days of the commencement of the insurance for an insured person or their receipt of the policy documentation that they decide that the cover is not required, they should notify the group policyholder.

## Claim notification

A claim can be made on the policy by the group policyholder or by an insured person (or parent or legal guardian if the insured person is under 18 years of age).

You should contact us. Our contact details are:

The Accident & Health Claims Department, AIG Europe Limited, 2-8 Altyre Road, Croydon CR9 2LG.

Tel: +44 (0) 845 602 9429.

E-mail: [claimsuk@aig.com](mailto:claimsuk@aig.com)

Please quote the name of the group policyholder, the policy number and reference number, your name and contact details along with name of the person to whom the claim relates.

## Your right to complain

Every effort is made to ensure that the group policyholder or insured person (or a parent or legal guardian if the insured person is under 18 years of age) receives a high standard of service. If the group policyholder or insured person is not satisfied with the service they have received, they should contact:

In respect of sales and administration related complaints:

The Customer Relations Unit UK, AIG Europe Limited, 2-8 Altyre Road, Croydon CR9 2LG.

E-mail: [uk.customer.relations@aig.com](mailto:uk.customer.relations@aig.com)

In respect of claims related complaints:

The Accident and Health Claims Manager, AIG Europe Limited, 2-8 Altyre Road, Croydon CR9 2LG.

E-mail: [claimsuk@aig.com](mailto:claimsuk@aig.com)

The group policyholder should quote their name and policy number as shown on the schedule. An insured person (or their parent/legal guardian) should quote their surname, initials, and the name of the group policyholder shown on the schedule and the claim number if known.

The insurer will do its best to resolve any difficulty direct with the group policyholder or insured person (or parent or legal guardian if the insured person is under 18 years of age) but if the insurer is unable to do this you may be entitled to refer any dispute to the Financial Ombudsman Service (FOS) who will review the case. Using the FOS does not affect the right to take legal action. The address is:

The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR.

## Is the insurer Covered by the Financial Services Compensation Scheme (FSCS)?

The insurer is covered by the Financial Services Compensation Scheme (FSCS). If The insurer is unable to meet our financial obligations you may be entitled to compensation from the scheme. Further information about compensation scheme arrangements is available from the FSCS. See the policy wording for details.

This Insurance is underwritten by AIG Europe Limited which is authorised and regulated by the Financial Services Authority (FSA number 202628).

This information can be checked by visiting the FSA website ([www.fsa.gov.uk](http://www.fsa.gov.uk)).

Registered in England: company number 1486260. Registered address: The AIG Building, 58 Fenchurch Street, London EC3M 4AB.



## What happens if I have an accident?

If you have a workplace accident at a site at which you have been engaged by Quest Employment Ltd and have medical evidence that you are unable to do any work for a period beyond four weeks, please contact the Claims Department on:

01536 303311 - Lines open 9.00am to 5.00pm Monday to Friday

## Complaints

In the unlikely event of a complaint, please contact 01536 303311 and ask to speak to the Managing Director or write to them at:

Hallsdale Insurance Brokers Limited 11-13 Station Road, Kettering, Northamptonshire, NN15 7HH