

CONTRACT OF EMPLOYMENT

Between A&Q Partnership (London) Limited and *(name of employee)* meeting the requirements of section 1 of the Employment Rights Act 1996 (as amended).

This Agreement is made between A&Q Partnership (London) Limited ('the Company') and you. It supersedes any earlier written or oral arrangement between you and the Company.

The headings in this Agreement are for convenience only and shall not affect its interpretation.

1 JOB TITLE AND PLACE OF WORK

- 1.1 The Company will employ you as a *(job title)*. You will be required to undertake such duties and responsibilities as may be determined by the Company from time to time. The Company reserves the right to vary your duties and responsibilities at any time and from time to time according to the needs of the Company's business.
- 1.2 Your normal place of work will be *(address)*. If necessary, you will temporarily work at any other branch office, which the Company has already set up or may set up as deemed necessary. In such circumstances the company would endeavour to provide adequate notice of change and would reimburse travel expenses.

2 START OF EMPLOYMENT

- 2.1 Your employment with the Company started on *(date)*. [No period of employment with a previous employer counts towards your period of continuous employment.]

3 PROBATIONARY PERIOD

- 3.1 The first three months of your employment will be a probationary period during which time your performance and conduct will be monitored and appraised. The probationary period may be extended at the Company's discretion by up to three further months and this is without prejudice to the Company's right to terminate your employment before or on the expiry of your probationary period if you are found for any reason whatsoever to be incapable of carrying out, or otherwise unsuitable for your position. At the end of your probationary period, your employment will be reviewed within a reasonable time of its expiry and your probationary period will not be deemed to have been completed until the Company has carried out its review and formally confirmed the position in writing to you.

4 NOTICE

- 4.1 Your employment is not for a fixed term and there is no anticipated duration for your employment but it may be terminated by notice. During any probationary period, your employment may be ended either by you giving the Company or by

the Company giving you one week's written notice.

- 4.2 After the successful completion of any probationary period, your employment may be ended by you giving the Company one (*three*) months written notice. The Company will give you one month's written notice and after four years' service a further one week's notice for each additional complete year of service up to a maximum of 12 weeks' notice.
- 4.3 The Company will not be obliged to provide you with work at any time after notice of termination shall have been given by either party and the Company may, in its absolute discretion, pay your salary entitlement in lieu of all or any part of the unexpired period of notice (subject to deduction at source of income tax and applicable national insurance contributions). You have no right to receive a payment in lieu of notice instead of working your notice period unless the Company exercises its discretion to pay you in lieu under this clause.
- 4.4 If you leave without giving the proper period of notice or leave during your notice period without permission, in addition to not being paid for any unworked period of notice, the Company shall also be entitled as a result of your agreement to the terms of this contract to deduct up to a day's pay for each day not worked during the notice period, provided always that the Company will not deduct a sum in excess of the actual loss suffered by it as a result of your leaving without notice (for example, to cover the additional cost of recruiting a replacement at short notice) and any sum so deducted will be in full and final settlement of the Company's claim for your breach of contract. This deduction may be made from any final payment of salary which the Company may be due to make to you. The amount to be deducted is a genuine attempt by the Company to assess its loss as a result of your leaving without notice. It is not intended to act as a penalty upon termination.

5 HOURS OF WORK AND OVERTIME

- 5.1 The Company's normal hours of work are from 9.00am until 5.30pm on Monday to Friday with a one hour break for lunch. These hours will be your normal hours of work unless otherwise agreed between you and the Company.
- 5.2 You may be required to work such additional hours in excess of your normal hours of work as are reasonably necessary for the proper performance of your duties and to meet the needs of the Company's business. No extra payment will be made for any additional hours worked, unless expressly authorised by a Director.
- 5.3 The Company reserves the right to require you to work different hours of work according to the needs of the business, whether on a temporary or a permanent basis. This may involve shorter or longer hours of work, or working on different days of the week or at different times of the day in accordance with operational requirements. It is a condition of your employment that you agree to work different hours if requested to do so by the Company.

6 SALARY

- 6.1 Your salary will be £(*insert details*) per annum payable in equal monthly instalments in arrears on or before the last working day of each month for the month up to and including that day. Payment will be made by direct credit transfer to a bank or building society account nominated by you.

- 6.2 Entirely at the Company's discretion, your salary will be reviewed annually. However, a salary review will not necessarily result in a salary increase.
- 6.3 In addition to your remuneration, you will be reimbursed all reasonable expenses, properly, wholly and exclusively incurred by you and authorised by your Director in the discharge of your duties under this contract upon production of receipts or other evidence for them as the Company may reasonably require.

7 REVIEW OF PERFORMANCE

- 7.1 A performance review will be carried out in relation to you at least once in each year. The timing of that review will vary depending upon your job and, in any event, is at the discretion of the Company. Details of any review procedures relating to you will be given to you and you are required to comply with them at the time of any review of you in order to assist in making the process worthwhile.
- 7.2 Your performance will also be reviewed, independently of the annual review process, during and at the end of the probationary period.

8 HOLIDAY

- 8.1 The Company's holiday year is from 1st April to 31st March. In addition to paid holiday on all statutory and other public holidays, you will be entitled to 20 days' holiday (pro-rated for part time employees), and will be paid based on your normal working week. After one full holiday years continuous employment with the company, your holiday entitlement will increase by the addition of an extra day for each full additional year, up to a maximum of 25 days total holiday entitlement.
- 8.2 The Company will operate a system that you must follow for obtaining prior approval for holiday plans. Details of that system and of any changes to it from time to time will be made known to you. The Company will try to co-operate with your holiday plans wherever possible subject to the requirements of the Company. However, you must not book holidays until your request has been formally authorised in writing by your Director.
- 8.3 You must use all of your holiday entitlement by the last day of each holiday year and, unless there are exceptional circumstances, you may not carry your holiday entitlement forward into the next holiday year. Holiday entitlement not used by the correct date will usually be lost and under no circumstances will payment be made for holiday entitlement that is lost through not being exercised by the correct date.
- 8.4 No more than two weeks' holiday may be taken at any one time without the prior written agreement of your Director. At least 14 days notice must be given by you of the proposed date of commencement of any holiday.
- 8.5 In your first and last year of employment, your holiday entitlement will be that proportion of your annual holiday entitlement equivalent to the proportion of the holiday year in question during which you have been employed.
- 8.6 Subject to clause 8.1, on termination of your employment, you will be paid in lieu for any accrued and unused days of holiday entitlement in that holiday year only.

Unless required by law, on termination, you have no right to be paid for holiday accrued but not taken in previous holiday years. In addition, during your notice period (whether notice of termination of employment is given by the Company or by you), the Company may require you to take any outstanding accrued days of holiday entitlement that you may have and the Company will not be obliged to give you any minimum notice to take such holiday during your notice period.

- 8.7 If, on termination, you have taken more holiday than you have accrued in that holiday year, you will be required to reimburse the Company in respect of such unearned annual leave and the Company shall be entitled as a result of your agreement to the terms of this contract to deduct the value of the unearned holiday from any final payment of salary made to you.
- 8.8 Should you be incapacitated for work during any period of pre-booked holiday (whether in whole or in part) the Company may in its absolute discretion reimburse the period of holiday entitlement lost due to incapacity and instead pay you Statutory Sick Pay ('SSP') for your period of sickness absence, provided you meet the qualifying conditions for SSP, you fully comply with your contractual obligations relating to reporting sickness absence and your absence is properly certified.

9 COMPASSIONATE LEAVE AND TIME OFF FOR FAMILY EMERGENCIES

- 9.1 The Company will consider all requests for compassionate leave and time off to deal with family emergencies. If you need to take compassionate leave or time off to deal with a family emergency, you should raise the matter with your line manager and that person will consider your request. There is no contractual entitlement to remuneration for absences relating to compassionate leave or time off to deal with family emergencies. Any payment will be made at the absolute discretion of the Company.

10 SICK PAY

- 10.1 You are entitled to Statutory Sick Pay ('SSP') during periods of sickness absence. Any payment over and above SSP will be made at the absolute discretion of the Company.

11 REPORTING SICKNESS ABSENCE

- 11.1 On the first day of any sickness absence you must ensure that your line manager is informed by telephone of your sickness by 10am. You should also give details of the nature of your illness and the day on which you expect to return to work. You must inform the Company as soon as possible of any change in the date of your anticipated return to work.
- 11.2 Sickness absence of up to and including seven consecutive days must be fully supported by a self-certificate and thereafter by one or more doctor's certificates provided to the Company on a regular basis during the period of sickness absence.
- 11.3 You must inform your line manager on the first day of your return to work after a period of sickness absence and complete a self-certificate form if applicable. Self-certification forms are available from your line manager.

12 MEDICAL EXAMINATIONS

- 12.1 The Company may require you to undergo a medical examination by a medical practitioner nominated by it at any stage of your employment and you also agree to authorise the medical practitioner responsible for the medical examination to prepare a medical report detailing the results of the examination. The cost of any such examination will be met by the Company and you will co-operate in the disclosure of all results and reports to the Company. The Company will only request such an examination where reasonable to do so.
- 12.2 There may also be occasions where the Company considers it necessary to request a medical report on your health from your GP or consultant. Where a medical report is necessary, you will be informed of your rights under the Access to Medical Reports Act 1988 and you will be asked to give your written consent for the Company to contact your GP or consultant to obtain a medical report.

13 PENSION

- 13.1 **Automatic enrolment group personal pension scheme:** The Company operates a group personal pension scheme and, in compliance with the employer pension duties under the Pensions Act 2008, you will be enrolled as an active member of this scheme (or such other registered pension scheme as may be established by the Company to replace the scheme) after 3 months of employment. You will be subject to the rules of the scheme as are in force from time to time and HM Revenue & Customs requirements. The Company reserves the right to vary, amend or withdraw the scheme, or any of its rules or benefits, at any time. Full details of the scheme, including conditions of eligibility and the rates of contributions, can be obtained from your line manager.
- 13.2 You will pay such contributions to the scheme as may be required and the Company will also pay such contributions to the scheme. Any Company and employee contributions paid will be sufficient to maintain the scheme's status as a qualifying scheme for the purposes of the Pensions Act 2008. Your contributions to the scheme will be deducted from your salary and paid into the scheme.
- 13.3 A contracting-out certificate is not in force in respect of your employment.

14 RETIREMENT

- 14.1 The Company does not operate a normal retirement age and therefore you will not be compulsorily retired on reaching a particular age. However, you can choose to voluntarily retire at any time, provided you give the Company the required period of notice of termination of your employment as set out in clause 4.2.

15 COLLECTIVE AGREEMENTS AND PERIODS OUT OF THE UK

- 15.1 There are no collective agreements in place.
- 15.2 You will not be expected to work outside the United Kingdom for one month or more, except by agreement.

16 DISCIPLINARY RULES

16.1 The Company's disciplinary rules and procedures that apply to your employment are set out in the Disciplinary Procedure, which is available on our website or on request from a Director.

17 GRIEVANCE PROCEDURE

17.1 The Company's Grievance Procedure is available on our website or on request from a Director.

18 EQUAL OPPORTUNITIES

18.1 It is the Company's policy to provide employment, training, promotion, transfer, pay, benefits and other terms and conditions of employment without regard to age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race (including colour, nationality and ethnic or national origins), religion or belief, sex and/or sexual orientation unrelated to an individual's ability to perform essential job functions. It is also the Company's policy to conform to all employment standards required by law.

19 LAY-OFFS

19.1 The Company reserves the right to lay you off or put you on short time working where the needs of the Company's business make this necessary, for example because there is a temporary cessation of or reduction in work or a temporary closure of the workplace.

19.2 In the event that you are laid off or put on short time working, your entitlement to pay on workless days in that period of lay-off or short time working will cease and instead, if you qualify, you will be paid guarantee payments at the prevailing statutory rate during that period in accordance with statutory requirements.

20 RESTRICTIONS

20.1 During your normal hours of work you may not, without the prior written consent of the Company, devote any time to any business other than the business of the Company or to any public or charitable duty or endeavour.

20.2 During the period of your employment you will not, without the prior written consent of the Company, undertake any work or other activity which may prejudicially affect your ability properly and efficiently to discharge your duties and responsibilities. The decision as to whether or not an activity would have a prejudicial effect shall be in the absolute discretion of the Company.

20.3 You will not at any time either during your employment or afterwards, to the detriment or prejudice of the Company or the Company's customers, use or divulge to any person, firm or company, except in the proper course of your duties during your employment by the Company, any confidential information identifying or relating to the Company, details of which are not in the public domain, or such confidential information or trade secrets relating to the business of any customer

of the Company which have come to your knowledge during your employment.

20.4 You shall inform the Company if at any time you are arrested, charged or summonsed for a criminal offence of any nature and shall cooperate fully with the Company. Failure to notify the Company will be considered to be a disciplinary offence. Any conviction for a criminal offence of whatever nature, whether committed in or out of working hours may be considered by the Company to amount to gross misconduct and subject to summary dismissal sanction (without notice or payment in lieu of notice or formal warnings).

20.5 As part of your terms and conditions of employment, you give the Company permission to collect, retain, and process information about you and to hold on file and process all employment records. This information will be held for a period deemed necessary by the Company and will be processed fairly and in accordance with the Data Protection Act. The information which we hold will be checked with you from time to time to ensure that it remains current. Should your personal details change then you should inform the Company.

21 DELIVERY UP OF DOCUMENTS

21.1 Upon the termination of your employment under this contract for whatsoever cause, you shall forthwith deliver up to the Company all keys and any swipe cards, credit cards, computer hardware or software, books, documents, account records and any other papers which may be in your possession, custody or control and which are the property of the Company or which otherwise relate in any way to the business or affairs of the Company and no copies of the same or any part thereof shall be retained by you. You shall then (if required by the Company) make a declaration that the whole of the provisions of this Clause have been complied with.

22 DEBTS AND OVERPAYMENTS

22.1 If, on the termination of your employment, you owe the Company money as a result of any loan, overpayment, default on your part or any other reason whatsoever, the Company shall be entitled as a result of your agreement to the terms of this contract to deduct the amount of your indebtedness to it from any final payment of salary which it may be due to make to you.

I hereby confirm that I have read, understood and accept the above contract of employment. I undertake to observe the terms and conditions of employment contained therein.

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(Name of employee)

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For and on behalf of A&Q Partnership

Date:

Date: