

**ANGARD STAFFING SOLUTIONS LIMITED
STATEMENT OF TERMS AND CONDITIONS OF EMPLOYMENT
AS A FLEXIBLE RESOURCING EMPLOYEE**

1. Terms and Conditions

- 1.1 This statement sets out particulars of the terms and conditions of employment between you and Angard Staffing Solutions Limited, a company registered in England & Wales under number 5770579 whose registered office is at 100 Victoria Embankment, London, EC4Y 0HQ ("Angard"), in accordance with Section 1 of the Employment Rights Act 1996. This statement applies from 5 April 2021.
- 1.2 You are employed by Angard but you shall be seconded to the Royal Mail Companies during any period of engagement (an "Engagement"). This statement also sets out the terms and conditions that will apply to an Engagement. During an Engagement you shall remain employed by Angard and your terms and conditions of employment shall be governed by this statement. You shall carry out any work that is reasonably required of you by Angard at Royal Mail's request. You shall continue to report to and be managed by Angard but shall report on day-to-day matters to such person at Royal Mail as notified to you from time to time.
- 1.3 A full set of Angard policies and procedures relevant to your employment are available from Angard (the "Policies"). To the extent that any of these Policies seek to restrict your ability to work for any other organisation (whether or not in competition with Angard or any Royal Mail Companies) this element of the relevant policy or procedure does not apply to you. For the avoidance of doubt, all other parts of the relevant Policies continue to apply. Angard reserves the right to cancel, amend or replace any or all of these without notice at any time. For the avoidance of doubt these Policies do not form part of your terms and conditions of employment. In the event of any inconsistency or conflict between the Policies and this statement, this statement shall prevail.
- 1.4 Angard operates as an employment business in relation to you for the purposes of the Conduct of Employment Agencies and Employment Businesses Regulations 2003 and will seek to find you work as a flexible resourcing employee. Angard undertakes to pay you for all work done by you whether or not it is paid by Royal Mail in respect of that work.

2. Commencement Date and Engagements

- 2.1 The date on which your employment with Angard began is set out in the previous statement of terms and conditions Angard sent to you as is any other continuous employment with Angard or any of the Royal Mail Companies.
- 2.2 The details of any Engagement under which you are seconded to the Royal Mail Companies will be communicated to you when the Engagement is confirmed to you in the Joined Up system (Joined Up). In particular, you will be informed of:
- 2.2.1 The place of work for the Engagement;
- 2.2.2 The time you are expected to report for work on the Engagement; and
- 2.2.3 The start date and end date of the Engagement (**the Agreed Period**)
- 2.3 Collectively, the above information shall be described as the "**Engagement Confirmation**". This statement must be read in conjunction with any Engagement Confirmation given to you. Any Engagement will be for the Agreed Period only and will terminate on the end date stated in the Engagement Confirmation. Additionally, it:

- 2.3.1 may be terminated on giving no more than one week's notice by either you or Angard;
and
 - 2.3.2 will automatically terminate without the need for notice if your employment under this statement terminates (whether automatically, on notice or without notice).
- 2.4 When the Engagement is accepted in the Joined Up system you will be deemed to have accepted an Engagement and to have accepted any and all terms that apply to it.
- 3. Probationary Period**
- 3.1 There is no probationary period that applies to your employment.
- 4. Termination of Employment**
- 4.1 Your employment under this statement shall commence on the Commencement Date and shall continue, subject to the remaining terms of this statement, until it automatically terminates without the need for further notice if:
 - (a) it is more than 90 days since the Commencement Date and you have not worked on an Engagement; or
 - (b) it is more than 28 days since the end of your last Engagement and you have not worked on another Engagement;or
- 4.1.2 by Angard giving you one week's notice if you have four or more weeks' continuous service but less than two years' continuous service or one day's notice if you have less than four weeks' continuous service; or
 - 4.1.3 if you have at least two years' continuous service one week's notice per year of continuous employment up to a maximum of twelve weeks' notice after twelve years' continuous employment;
 - 4.1.4 by you giving Angard one week notice.
- 4.2 Your employment will not automatically terminate for the reasons given at clause 4.1(a) and (b) where you have not worked on an Engagement for 90 or 28 days respectively due to an absence covered by clauses 12 or 13.
- 4.3 Nothing in the above clause shall preclude Angard from terminating your employment without notice or payment of lieu in notice in appropriate circumstances.
- 5. Pay**
- 5.1 You will only be entitled to be paid under this contract in respect of any period during which you are working on an Engagement. The hourly rates of pay will be specified on or before the Commencement Date and will be reconfirmed following any changes. You shall only be paid for the hours that you have actually worked.
- 5.2 You will be paid weekly in arrears on the basis of the number of hours worked in the preceding week directly into your nominated bank account.
- 6. Job Title and Grade**
- 6.1 Your job title for each Engagement will be communicated to you as part of the Engagement Confirmation and your grade during any Engagement will be Flexible Resourcing Employee.

7. Location and Mobility

- 7.1 You will be informed of your initial place of work for each Engagement as part of the Engagement Confirmation. However, during an Engagement you may be required to work elsewhere other than at your initial place of employment. You will not be required to work outside the UK in the course of your duties.

8. Holidays

- 8.1 When working on any Engagement your holiday entitlement will be based on a full-time entitlement of a minimum 28 days' holiday (5.6 weeks) during each full holiday year (including all public holidays in England and Wales or Scotland depending on your location of work). Holiday entitlement will be specified on or before the Commencement Date and will be reconfirmed following any changes. Angard's holiday year runs between **1st April** and **31st March annually**. Save for in exceptional circumstances which must be agreed in advance, holiday entitlement cannot be carried from one holiday year to the next. Any holiday entitlement untaken at the end of each holiday year will be lost.
- 8.2 For the avoidance of doubt, you will not have the right to accrue any holiday entitlement during any period during which you are not working on an Engagement. You must give at least one calendar week notice of your wish to take holiday. Angard will tell you if your application has been successful. Angard will not unreasonably withhold the right for you to take holiday
- 8.3 You will be paid for each day of holiday properly authorised by Angard at the average rate that you have been paid during the 52 working weeks immediately preceding your holiday or if you have worked less than 52 weeks, the average number of weeks worked so far in your employment.
9. If at the termination of your employment you have any outstanding holiday allowance you will be required to take it during the notice period. However, if it is larger than your notice period you will receive a payment in lieu of any remaining holiday entitlement. If you are summarily dismissed, or leave Angard without giving notice in accordance with this statement, you will receive a payment in lieu of any outstanding statutory entitlement you hold in accordance with Regulation 14 of the Working Time Regulations 1998 (5.6 weeks (or the minimum statutory entitlement in accordance with the Working Time Regulations 1998 if higher) in each case including all public holidays in England and Wales or Scotland depending on your location of work and pro-rata).

10. Hours of Work

- 10.1 You have no normal hours of work, and your hours will vary according to the needs of Angard and the availability of work during an Engagement. You may be offered work on any day of the week (Monday – Sunday) and work may be offered at any time of the day (between the hours of 00:00 – 23:59).
- 10.2 Angard is under no obligation to provide you with work, or to provide you with a minimum number of hours work each day or week and you are not obliged to accept any work that is offered. For the avoidance of doubt, this may result in there being days during your employment or during an Engagement where there will be no work for you to perform.

11. Training

- 11.1 During your first Engagement to Royal Mail, you will be required to complete a mandatory Royal Mail training induction. This training induction may depend on the location of your Engagement or the job title for that Engagement. You may be required to complete further training if the location or requirements of your Engagement changes or as required from time to time.

12. Sick Absence

- 12.1 If during an Engagement you are absent through sickness or injury you must notify Angard by telephone or e-mail as soon as possible that you are unable to work, and of the likely duration of your absence. Ideally this should be before the start of duty and must be no later than the first day of absence. All absences must be covered by appropriate certification.
- 12.2 In all cases of absence due to sickness or injury once you have accepted an Engagement, a self-certification form, which is available from Angard, must be completed and supplied to Angard. For any such period which lasts for seven consecutive days or more, a doctor's certificate stating the reason for absence must be obtained at your own cost and supplied to Angard. Further certificates must be obtained if the absence continues for longer than the period of the original certificate.
- 12.3 If you have accepted an Engagement but are unable to work some or all of the hours agreed due to sickness or injury you shall be entitled to receive Statutory Sick Pay (SSP) provided that you satisfy the relevant requirements.

13. Other Paid Leave

- 13.1 You may be eligible to take the following types of paid leave, subject to any statutory eligibility requirements or conditions and any Angard's rules applicable to each type of leave in force from time to time:
- 13.1.1 Statutory maternity leave;
 - 13.1.2 Statutory paternity leave;
 - 13.1.3 Statutory adoption leave;
 - 13.1.4 Shared parental leave;
 - 13.1.5 Parental leave; and/or
 - 13.1.6 Parental bereavement leave.
- 13.2 Payment for such leave will be paid to you at the prevailing statutory rate.

14. Other Benefits

- 14.1 You are not entitled to any benefits during your employment.

15. Pension

- 15.1 You may be eligible to join the pension plan which Angard participates in - NOW: Pensions Trust (the 'Plan') under the Government's auto-enrolment legislation. Your eligibility to join and your entitlement to benefits under the Plan is governed by the Plan's Trust Deed & Rules as in force and amended from time to time and also relevant pensions legislation. Information about the Plan can be found at www.nowpensions.com.
- 15.2 If you meet the eligibility criteria for automatic enrolment under the Government's auto-enrolment legislation, after a 12 week waiting period, Angard will be required to enrol you into the Plan. Your contributions will begin automatically and will be deducted from your pay and Angard will also start making contributions on your behalf.

- 15.3 If you do not meet the eligibility criteria under automatic enrolment, but are aged between 16 and 74, you may elect to start making contributions (opt in) to the Plan immediately if you wish and Angard will also start making contributions on your behalf.
- 15.4 Membership of the Plan is not compulsory. If you are automatically enrolled under the Government's auto-enrolment legislation, you may opt out of the Plan at any time **after** you become a contributing member of the Plan. You may re-join the Plan under the terms of the Plan's Trust Deed and Rules.
- 15.5 Details of the Plan's automatic enrolment eligibility will be provided in a letter from the Plan's administrators once you join service.
- 15.6 By accepting this contract of employment you will be authorising Angard to deduct pension contributions from your salary. The level of contributions you pay will be in line with the Plan's Trust Deed and Rules at the relevant time, unless you have notified the Plan's administrators that you wish to pay a higher level of contributions.
- 15.7 Further information about the Plan can be found at www.nowpensions.com. Angard reserves the right to amend or withdraw the Plan at any time.
- 15.8 Data Protection: Angard and NOW: Pensions and their advisers and administrators will need to process certain data about you to calculate and pay benefits, for statistical purposes, for reference purposes and to administer the Plan. This data will be handled in line with clause 24.
- 15.9 By accepting this contract of employment, you confirm that you fully understand this and that you agree to the processing of this data for the purposes that have been set out above.
- 16. Suspension/misconduct**
- 16.1 In the event of misconduct or where there is a need for enquiries to be made into alleged misconduct, you may be suspended from your Engagement pending investigation and in the event of you being found to have committed an act of gross misconduct, you may be dismissed without notice or a payment in lieu of notice.
- 16.2 Further, if at the time of any misconduct there is a need for enquiries to be made into alleged misconduct and you are not working on an Engagement you will not be offered any further Engagements (and/or any offers of Engagements will be withdrawn) pending investigation. In the event of you being found to have committed an act of gross misconduct, you may be dismissed without notice or a payment in lieu of notice.
- 17. Health and Safety**
- 17.1 During an Engagement, you will be required to comply with the rules made to prevent physical injury to yourself or to others arising out of your actions or omissions in the course of an Engagement. The Health and Safety at Work etc. Act 1974 imposes a statutory duty on Angard and you to take reasonable care for the health and safety of yourself and other persons (including members of the public) who may be affected by acts or omission at work. It also obliges you to co-operate as necessary in any steps that Angard must take to discharge its responsibilities under the Act. It is an offence intentionally or recklessly to interfere with or misuse anything that Angard is required to provide under the Act in the interests of health, safety or welfare.
- 18. Property / Confidentiality**
- 18.1 All property and confidential information provided to you in the course of your employment remains the property of Angard or the relevant Royal Mail Company at all times and is to be

returned on request or in any event on termination of employment. You shall neither during your employment nor after your employment ceases, disclose to any other persons, firm or company, or publish or broadcast or use for your own benefit, any confidential information relating in any way to the activities, operations or business methods of Angard or any Royal Mail Company, except as previously authorised in writing by Angard or the relevant Royal Mail Company.

19. Changes to Terms and Conditions

- 19.1 Angard reserves the right to change these terms and conditions on giving you reasonable notice. Confirmation of any change to any contractual term will be given in writing, for example, either individually to you by personal letter or in a communication from Angard. You should therefore ensure that you read any official communications when issued.

20. Changes to Engagements

- 20.1 Additionally, Angard reserves the right to make changes to the details of any Engagement as set out in the Engagement Confirmation from time to time and you will be informed of such changes by Angard.

21. Employment Rights Act 1996 sections 13-27

- 21.1 You agree that Angard may at any time deduct from your salary or any other sum of money or benefit payable to you, any sum including any overpayment of salary or any deductions arising from disciplinary action (including deductions resulting from a reduction in pay, downgrading or disciplinary transfers or in respect of notice pay where you have given less than the required notice to terminate this statement) which in the reasonable opinion of Angard is owing by you to Angard, whether by default on your part or otherwise at the time such deduction is made.
- 21.2 In the event that you fail to provide Angard with the appropriate notice to terminate this statement you agree that a deduction can be made from your final salary.
- 21.3 In the event that during your employment with Angard you have taken more holiday than you were entitled to, Angard may, on termination of your employment, deduct from your salary the value of the holidays which is in excess of your entitlement.

22. Medical Examination

- 22.1 Angard reserves the right to require you to have a medical examination with a medical practitioner and/or a consultant appointed by Angard at any time during your employment. Your rights in relation to any such request are governed by the Access to Medical Reports Act 1988.

23. Criminal Convictions

- 23.1 You are required to advise Angard immediately where you have been charged or summonsed to appear before a Court in criminal proceedings (except for a road traffic offence in a private vehicle) or where you have been convicted of any criminal offences(s). If you are convicted of a road traffic offence in a private vehicle off duty and the penalty is imprisonment (either immediate or suspended) or a driving disqualification, that fact must be reported to Angard as soon as possible.
- 23.2 Additionally, you should be aware that being charged or summonsed to appear before a Court in criminal proceedings (except for a road traffic offence in a private vehicle) or convicted of a criminal offence or being disqualified from driving or failing to report any of these matters in accordance with clause 23.1 may result in disciplinary action being taken against you, which could lead to the termination of your employment.

24. Data Protection

- 24.1 Reference to "Applicable Data Protection Legislation" in this clause 1 means data protection and privacy laws applicable in the United Kingdom as in force for the time being taking account of any amendment, extension, or re-enactment and including any subordinate legislation for the time being in force made under it.
- 24.2 Angard and any of their advisors and/or sub-contractors may need to hold and process certain data about you ("Data") in connection with your employment or hold and process Data which is acquired by them during your employment for administration and management purposes and as otherwise required or permitted by law. Data will be held and processed in accordance with Applicable Data Protection Legislation. Data may include sensitive personal data or special categories of personal data as defined in Applicable Data Protection Legislation.
- 24.3 Angard may need to transfer Data to countries which do not provide the same level of data protection as the United Kingdom. If Angard does this, it will ensure that reasonable measures are put in place in order that your Data is protected, in accordance with Applicable Data Protection Legislation.
- 24.4 Angard may need to monitor or record your communications for training and evidential purposes. These communications include electronic communications such as e-mail and telephone calls.
- 24.5 By signing this Agreement you acknowledge that:
- a) Data will be processed in accordance with Applicable Data Protection Legislation;
 - b) Communications will be monitored and recorded in accordance with Applicable Data Protection Legislation, the Regulation of Investigatory Powers Act 2000 and the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000, as amended from time to time;
 - c) Angard may transfer Data to other countries which do not provide the same level of data protection as the United Kingdom where such a transfer is reasonably necessary and reasonable measures are taken by Royal Mail to protect you; and
 - d) Notwithstanding the above, both parties agree to comply with the provisions and obligations imposed by Applicable Data Protection Legislation.

25. Compliance with Immigration Legislation

- 25.1 It is a condition of your employment by Angard that you have the right to work in the UK and that you provide to Angard appropriate evidence of your right to work in the UK. You must comply with Immigration legislation.

26. Security / Counter Terrorist Checks

- 26.1 Angard reserves the right to require you to undergo Security and/or Counter Terrorist Checks (or any relevant parts of such checks) either at the beginning of your employment or during the course of your employment. For the avoidance of doubt the obligation set out in this clause includes (but is not limited to) Angard's right to require certain employees to submit to periodic police criminal record checks during their employment. You agree to provide such information and assistance as is necessary to implement such checks.

- 26.2 If you refuse to undergo or cooperate with Security and/or Counter Terrorist Checks (or any part of those checks such as police criminal records check) disciplinary action may be taken against you.
- 26.3 Further you acknowledge that it is a condition of your employment that you obtain Security and/or Counter Terrorist Clearance.
- 26.4 If: (1) you are employed before Angard has received the results of such checks; and/or (2) Angard requests you to undergo such checks during the course of your employment and the results of such checks are not to the satisfaction of Angard, Angard may amend your duties to ensure that you are not undertaking any tasks which required such clearances or in some circumstances they may terminate your employment summarily.
- 26.5 Angard requires that as a condition of your employment either at the beginning of your employment and / or during the course of your employment you supply your photograph for the purpose of producing an up to date photo identification card (the "ID Card"). By signing this statement you agree to supply your photograph at regular intervals to allow the production of an up to date ID Card. You are required to carry and display the ID card at all times when on site. When an Engagement terminates you will be required to return the ID card to Angard
- 26.6 If you refuse to supply your photograph for this purpose or if you fail to carry and display the ID card at all times when on site disciplinary action (including dismissal) may be taken against you.
- 26.7 Royal Mail takes its role in protecting the integrity of the mail seriously. Whilst on Engagement you may be subject to Personal Security Checks whilst at any site used by Royal Mail.
- 26.8 If you are asked to take part in a check you will be advised why the check is being made
- 26.9 Personal Security Checks may involve opening holdalls, bags, cases, car boots, glove compartments, lockers and desks. You must be present when any of the above checks are being carried out.
- 26.10 Personal Security Checks will not involve any physical contact of the individual, frisking or body searches.
- 26.11 Should the electronic metal detector (WAND) be used and indicate that you have a metal object on your person, that cannot be seen, you will be asked to demonstrate or prove that the object is not Royal Mail or customer property.
- 26.12 Personal Security Checks may be conducted as and when deemed necessary and can take place anywhere on or adjacent to the site where you are employed, which may include external areas such as smoking areas or car parking areas.
- 26.13 Personal Security Checks may take place when you enter or leave the premises or at any time during your duty or as your duty ends.
- 26.14 It is important to note that the need to carry out a Personal Security Check does not imply any suspicion on the individual employee.
- 26.15 Security checks will only be carried out with the consent of the person concerned and every individual will have the right to refuse. In such circumstances the matter shall be dealt with via Angard.
- 26.16 To help Royal Mail comply with its protection of the integrity of the mail obligations access to its sites will be restricted to the term of each Engagement.

27. Working Time

- 27.1 You may from time to time be requested to work in excess of the current “48-hour” limit under the Working Time Regulations 1998. Details are set out in the Schedule.
- 27.2 Under the Working Time Regulations 1998, Angard needs to ensure that you do not work more than an average of 48 hours per week (unless you have opted out) and ensure you have adequate rest breaks. This limit on your working hours, and the timing of your rest breaks, takes into account any time spent working for other employers. Therefore, please notify Angard in writing if you work for another employer and provide details of the number and timings of all hours worked each week for that employer.

28. Collective Agreements

- 28.1 There are no collective agreements which directly affect the terms and conditions of your employment.

29. Duties and Responsibilities

- 29.1 You will perform all acts, duties and obligations, and comply with such rules, instructions and other directions, policies and procedures of Angard as may from time to time relate to your employment or an Engagement.
- 29.2 Additionally, you will be required to comply with certain rules, instructions and directions issued to you by Royal Mail on day-to-day working matters and also to comply with certain Royal Mail policies as may be notified to you from time to time. For the avoidance of doubt, at all times your employer shall be Angard.
- 29.3 During an Engagement you shall:
- 29.3.1 unless prevented by ill-health or other unavoidable cause devote the whole of your working time, attention and abilities to carrying out your duties hereunder and will work such hours as may reasonably be required for the proper performance of your duties;
 - 29.3.2 well and faithfully serve Angard and the Royal Mail Companies to the best of your ability and carry out your duties in a proper and efficient manner and use your utmost endeavours to promote and maintain the interests and reputation of Angard and the Royal Mail Companies;
 - 29.3.3 provide such explanations, information and assistance as to your activities relating to the business of Angard and the Royal Mail Companies as may from time to time be required from you by Angard and/or the Royal Mail Companies; and
 - 29.3.4 refrain from doing or permitting any matter which causes any regulatory authority in the UK or elsewhere to withdraw permission or in any way prevent Angard from employing or otherwise using your services and refrain from doing or permitting any matter which is contrary to the interests of Angard and the Royal Mail Companies.
- 29.4 You must declare all outside business interests that have the potential to conflict with the commercial interests of Royal Mail or any Royal Mail Companies or which is likely to bring Royal Mail or any Royal Mail Companies into disrepute in accordance with the policies on the Policy and Information Site. Such outside business interests include but are not limited to any outside employment, directorships or material shareholding
- 29.5 Breach of any of the provisions in clauses 29.1– 29.4 may lead to disciplinary action including in appropriate cases summary dismissal.

29.6 For the avoidance of doubt, nothing in this clause 29 prevents you from working elsewhere, whether or not for a competitor of Angard and/or Royal Mail Companies.

30. Non-Disclosure Statement – Official Secrets Act and Confidential Information

30.1 Your attention has been drawn to:

30.1.1 The provisions of the Official Secrets Act 1989 (the “Act”) and that under that Act it is a criminal offence for a Government Contractor (which means any person or body who is employed in the provision of goods or services for the Crown) including any employee of a Government Contractor, to:

- (a) disclose unlawfully any information obtained as a result of such work without authorisation, and
- (b) fail to safeguard or improperly retain or provide access to documents or articles containing information which it would be an offence under the Act to disclose.

30.1.2 The fact that you must not disclose to any other person, firm or company, or publish or broadcast or use for your own benefit any confidential and/or commercial information relating in any way to the activities, operations or business methods of any Royal Mail Company, or information obtained whilst engaged in any Royal Mail Company's business except as previously authorised in writing by the relevant Royal Mail Company. Any unauthorised disclosure may amount to a criminal offence.

30.1.3 You are fully aware that serious consequences may follow any breach of these provisions.

30.1.4 You understand that the provisions of the Act and requirements regarding confidential and/or commercial information may apply to you after your employment or an Engagement has ceased. You hereby declare to surrender any document made or acquired by you owing to your official position, save such as you have Royal Mail's written authority to retain.

In signing this contract you confirm that you understand that the provisions of the Official Secrets Act 1989 and requirements regarding confidential and/or commercial information may apply to you after an Engagement has ceased, and you undertake to surrender any document made or acquired by you owing to your official position, save such as you have Angard's written authority to retain.

31. General

31.1 Unless specifically provided for, this statement supersedes all previous arrangements or agreements whether oral or in writing between you and Angard or any Royal Mail Company in relation to the matters dealt within it.

31.2 Angard's current disciplinary and grievance procedures, which do not form part of your terms and conditions of employment, are set out in the Policies.

31.3 The statement shall be interpreted and construed in accordance with the laws of England and shall be subject to the jurisdiction of the English courts.

31.4 In this statement:

31.4.1 “Royal Mail” shall mean Royal Mail Group Limited, a company registered in England & Wales under number 4138203 whose registered office is at 100 Victoria Embankment, London, EC4Y OHQ; and

- 31.4.2 “Royal Mail Companies” shall mean Royal Mail, any holding company or subsidiary of Royal Mail and any other subsidiary of any such holding company as such terms are defined in Section 1159 of the Companies Act 2006 and as the context so requires, any one of them.