

Date: 26th July 2016

TERMS AND CONDITIONS

Energy Assessor (Domestic & Commercial) / Electrician / PAT tester / Gas safe plumber – Self-employed basis (“Supplier”)

This document contains all the details relating to this self-employed arrangement, notice provisions etc, and should be read carefully as it forms the contract between Syntegra Consulting Limited (“the Company”) and yourself.

Statu

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Each offer of work by the Company which you accept shall be treated as an entirely separate and severable engagement (an ‘Assignment’). The terms of this contract shall apply to each Assignment but there shall be no contractual relationship between the parties after the end of one Assignment and before the start of any subsequent Assignment.

The fact that the Company has offered you work, or offers you work more than once, shall not confer any legal rights on you and, in particular, should not be regarded as establishing an entitlement to regular work or conferring any employment rights or continuity of ‘employment’.

It is declared that it is the intention of the parties that you shall have the status of a self-employed person and shall not be entitled to any pension, bonus or other fringe benefits from the Company. It is agreed that you shall be responsible for all income tax liabilities and National Insurance or similar contributions in respect of your fees. The Company advises you to seek advice from an independent chartered accountant regarding issues of your income tax liabilities and National Insurance or similar contributions.

Terms of the Appointment

This appointment is on a casual, fees paid basis. This contract in no way represents an offer of employment by the Company.

The services you can provide to the Company are on an ad hoc and casual basis. This means that whilst the Company will try to give you as much notice as possible when offering work, there is no obligation on the part of the Company to provide such work. It is entirely at the Company's discretion whether to offer you work and it is under no obligation to provide work to you at any time. The Company reserves the right to give or not give work to any person at any time and is under no obligation to give any reasons for such decisions. You are under no obligation to accept any work offered by the Company at any time. However, if you accept an Assignment, you will be under an obligation to complete it, other than in the event of unforeseen sickness or injury.

No variation or alteration to these terms shall be valid unless approved by the Company in writing.

If the Company wants to offer you any work it will send details to you by text/email and details will be available on your online account.

In order to assist the Company in organising work, please complete the online personal profile page. You will not receive any instructions unless you have forwarded valid certification, Insurance details and profile details. It is your responsibility to inform the Company of any changes to these details.

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This arrangement is conditional upon you maintaining your relevant Supplier qualification. The Company will not reimburse you for training course fees, CPD fees or expenses.

Postcodes

The Company may request that you cover additional postcodes from time to time in order to cover holiday or sickness absence for territories in your vicinity. You are under no obligation to accept these Assignments.

Fee

If the Company offers Assignments to you, the services and rate of payment will be notified as and when necessary. Payments will vary depending on the level of fees by our Clients and fees will be notified in each Assignment. This will be paid during the first week of the second month following completion of the work, for example, work carried out in January will be paid at the beginning of March and will be subject to deductions which the Company may be bound by law to make. The payment may be conditional on us receiving payment from our Clients, although the Company will aim to pay you on time each month without necessarily having been paid from our Client.

No payment will be made for time not worked for any reason. No payment will be made in relation to cancelled appointments or where the vendor, tenant or agent has not kept their appointment with you. Only completed work will be paid for.

There are no enhancements for evening, weekend, or Bank Holiday working.

There are no payments to cover congestion charges and you are responsible for all expenses. You are responsible for completing a P46 Inland Revenue form.

Hours and Place of Work

This post carries no fixed hours per week. The length of time it takes to fulfil an Assignment will depend upon the nature of each Assignment. Your fee for each Assignment does not vary according to the length of time it takes you to fulfil an Assignment.

The Company 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. If you have accepted an offer of work, you are obliged to complete it.

During each Assignment, your place of work will be as set out in your email / text or online account.

The Company’s Registered Office address is Syntegra House, Unit 63 Milford Road, Reading,

RG1 8LG.

Termination and Notice

If you no longer wish to be considered for Assignments and wish to terminate this agreement, you should give the Company one week's notice in writing.

The Company may terminate this Contract immediately if it considers that you have committed any serious breach of its terms, or if you are incompetent, commit any act of negligence or omit to perform the Assignments agreed or any of your duties or obligations under this Contract.

The length of notice which you are entitled to receive from the Company to terminate this Contract is one week and during any such notice period, you will only receive payment for Assignments (if any) carried out in that period.

Subject to the above, the Assignment will come to an end automatically at the end of each Assignment.

Total Work Volume

The work we offer you must not exceed 70% of your total work volume from the Company and your other clients. You will be required to inform Alan King of Syntegra Consulting Ltd if the volume of work we provide exceeds 70% of your total work volume.

Sickness Absence

You have no entitlement to SSP or Company sick pay during absence due to sickness. Where you are unable to work as arranged, due to sickness, you must inform our Admin Team before 10.00am on the day in question.

Holidays

You must email the Admin Team and select yourself as 'unavailable' or mark it as holiday on the online system if you are not going to be available for considering any Assignments.

Confidentiality

You acknowledge that whilst you are working for the Company you may become aware of information that is confidential to the Company and which may relate to the Company and/or its directors, workers, officers, customers and commercial partners. For the purposes of this clause, confidential information includes: information (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory) which is not in the public domain relating to the business, products, affairs and finances of the Company for the time being confidential to the Company and trade secrets including, without limitation, technical data and know-how relating to the business of the Company or any of its business contacts, including in particular (by way of illustration only and without limitation) information relating to the Company's business affairs and methods of operation; clients and customer lists, including personal information such as telephone numbers, addresses, email address; any information contained within or forming part of the Certification or other documentation and where they are carried out; estate agents, letting agents, landlords, housing associations, businesses, construction professionals, marketing materials, training

materials and the Company's business plan ("Confidential Information"). This list is not intended to be exhaustive.

You shall not, unless previously authorised in writing by the Company, either during the continuance of this Contract or at any time after it has ended disclose or permit to be disclosed to any person, firm or company any Confidential Information which comes into your possession in the course of providing your services to the Company. You shall not use any such information which may come into your knowledge or possession except to the extent that it is necessary to enable you to perform your work for the Company.

You will not discuss fees of any nature with our Clients or parties relating to an instruction, e.g. estate agents, letting agents, vendors, landlords, housing associations, businesses, construction professionals and tenants.

The provisions of the above do not apply to confidential information which you are requested to disclose by a Court of Law, other properly authorised statutory body, or that which could be deemed to fall within the provisions of the Public Interest Disclosure Act 1998. This restriction shall continue to apply after the termination of your engagement without limitation in time but shall cease to apply to any information or knowledge which subsequently comes into the public domain, other than as a result of unauthorised disclosure by you.

You must not make contact with or communicate with any members of the press or media on behalf of the Company unless you have obtained the prior written permission of the Company.

Contacts and Clients

You hereby undertake to the Company that you will not without the prior written consent of the Company directly or indirectly whether alone or in conjunction with, or on behalf of any other business, concern or person and whether as principal, shareholder, director, employee, agent, consultant, partner or otherwise, either during the period of this Contract or for a period of 3 months immediately following the date of the termination of this Contract, contact or approach any of our clients or their clients or contacts with a view to working directly for them and will not work for or deal with any client of the Company if such engagement, concern, dealings or interest causes or would cause that client to cease or materially to reduce its orders or contracts with the Company. This clause shall only apply to clients and contacts in respect of which you were involved with or concerned in the last six months immediately preceding the date of termination of this Contract.

Health and Safety

You will at all times adhere to the Health and Safety Policy of your accreditation scheme and comply with all measures as in accordance with your accredited industry profession and training course and take all responsible steps to safeguard your own safety and the safety of any other person who may be present or affected by your actions whilst carrying out work for the Company. The Company will not be responsible for any accidents caused as a result of your deliberate refusal to follow Health and Safety guidelines or as a result of your negligence.

Energy Assessor Accreditation and CRB Disclosure

You are required to be accredited through an approved Accreditation Scheme. You are required to apply for Disclosure (ie, obtain a police check) through the Criminal Records Bureau (CRB). Throughout this arrangement, you will be required to continue to re-apply for Disclosure

through the CRB in line with your Accreditation Scheme requirements. You will be responsible for paying all lodgement fees.

Basic EPC requirements

You are required to comply with the minimum requirements as set out by your Accreditation Scheme which is set out online

You will perform the services/Assignments for the Company with reasonable care and skill and to the best of your ability.

Basic Floor Plan Requirements

You are requested to have a metropix DEA account (www.metropix.co.uk) where you will produce and issue Floor plan sketches. All Floor plans that are instructed for marketing purposes must include fixtures and fittings to include, fireplaces and kitchen and bathroom fittings. All room measurements must be entirely accurate, although the sketch does not need to be to scale.

Property Damage or Issues Arising on Assignments

If you accidentally damage anything at a property, no matter how important you believe the damage to be you must inform our Admin Team. If the vendor has any issues with you that they raise you must inform our Admin Team.

Data Protection

You consent to the Company processing data relating to you for legal, personnel, administrative and management purposes and in particular to the processing of any sensitive personal data (as defined in the Data Protection Act 1998) relating to you including, as appropriate:

- (a) information about your physical or mental health or condition in order to monitor your fitness for work;
- (b) your racial or ethnic origin or religious or similar beliefs in order to monitor compliance with equal opportunities legislation;
- (c) information relating to any criminal proceedings in which you have been involved for insurance purposes and in order to comply with legal requirements and obligations to third parties; and
- (d) all records of the arrangements under this agreement, performance, disciplinary record, sickness record, age, pension details, wages, salary and other benefits, appraisals and all other information arising from your performance under this arrangement.

Specifically, the data is used for the following purposes:

- to keep adequate records of those matters listed in point (d) above
- for the administration and management of your arrangement under this agreement
- for the administration and management of the Company's business or organisation
- for any other purpose arising from the Company's relationship with you created by this agreement.

It is the Company's policy to protect your rights to privacy and to comply with the terms of the Data Protection Act 1998.

The intended recipients of the data include the Company and all those authorised by you and/or the Company to receive data and all others to whom the Company is legally obliged to disclose the same at any time or to whom the Company deems it necessary or desirable to disclose data for the purposes set out above.

From time to time, the Company will enter into agreements with third parties in order to ensure the successful running of the Company's business. You consent to the Company providing data relating to you to such third parties, where an agreement has been entered into between the Company and the third party and where necessary to enable the Company to run its business and for you to provide the services, as in accordance with the terms of this agreement with the Company. Such details may include (this list is not intended to be exhaustive):

- (a) your name;
- (b) your contact details;
- (c) a copy of this agreement;
- (d) a copy of your diploma verifying qualifications

The Company will not provide any of the above details to any third party, without having first received written confirmation that any such data will be kept in accordance with the Data Protection Act 1998.

Upon termination of any agreement with a third party, you consent to personal data being retained by, or transferred to, the third party.

The Company is not aware of any countries outside the European Economic Area to which data will or may be transmitted.

"Personal Data": means data which relate to a living individual who can be identified:

(a) from those data,

or

(b) from those data and other information which is in the possession of, or is likely to come into the possession of, the Data Controller, and includes any expression of opinion about the individual and any indication of the intentions of the Data Controller or any other person in respect of the individual.

"Sensitive Personal Data": means Personal Data consisting of information as to:

(a) the racial or ethnic origin of the data subject,

(b) political
opinions,

(c) religious beliefs or other beliefs of a similar nature,

(d) trade union membership

(e) physical or mental health or condition,

(f) sexual
life,

- (g) the commission or alleged commission by him of any offence,
or
- (h) any proceedings for any offence committed or alleged to have been committed, the disposal of such proceedings or the sentence of any court in such proceedings.

Positive Working Environment

In order that the Company may maintain a positive working environment for all its workers and employees, you are required not to engage in or permit any fellow worker or employer to engage in any sexual, conversational or other harassment of or unlawful discrimination against any person (whether or not an employee or worker of the Company) in the course of carrying out your work for the Company.

Indemnity

On review and confirmation of read receipt of this document you confirm the following: That acceptance to receive work from us you accept that you shall provide the Company with documentary evidence of your self-employed status, such evidence to include your Schedule D number and any such other written evidence as satisfies or is requested by the Company's Tax Inspector. You agree to indemnify and keep indemnified the Company in respect of any claims which may be made by the relevant authorities against the Company in respect of taxation (including, without limitation, income tax and/or National Insurance or similar contributions) relating to or connected with performance by you of the services / Assignment(s) or the payment by the Company to you of the fees referred to in this Contract.

You shall indemnify and keep indemnified the Company against any liability, loss, damage, cost, claim or expense the Company suffers or incurs as a result of any claims against the Company for such sums and such other claims arising out of you being found to be an employee of the Company.

Compliance with Service Standards

You must comply with the following standards:-

Appointments must be made within 12 hours of accepting an Assignment and entered onto our system.

If it is not possible to make an appointment through no fault of your own, you must raise an issue informing our Admin Team (green@syntegra-epc.co.uk) why this is the case within 12 hours of accepting an Assignment.

You must keep our Admin Team up to date with any relevant matters relating to each job by raising issues on our system. You must perform your duties in a timely and punctual way.

We have agreed a number of different turnaround times with various Clients, the required turnaround time will be shown in the text message when you are offered an Assignment. If you cannot deliver the job within the requested time please do not accept the Assignment. If it turns out you cannot complete in time because of access issues please raise an issue on our system.

You must act professionally at all times.

It is requested that you have a smart appearance when carrying out our instructions; casual dress code is not acceptable (No trainers/Jeans/T-shirts/caps).

General

This Agreement is in substitution for any previous agreements between the Company and the Consultant (which shall be deemed to have been terminated by mutual consent).

Any waiver of any breach of; or default under, any of the terms of this Agreement by either party shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of this Agreement.

If any provision or part of any provision of this Agreement is found by a court or other competent authority to be void or unenforceable, such provision or part of a provision shall be deleted from this Agreement and the remaining provisions or parts of the provision shall continue in full force and effect.

This Agreement shall be governed and construed in all respects in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English courts.

Signed on behalf of the Company



Alan King

Date 26/07/2016

PLEASE SIGN AND UPLOAD A COPY OF THIS DOCUMENT TO YOUR PROFILE

Declaration

I declare that I have read and understood the above contract and agree to its terms and conditions.

Name

Signature

Date