# FLEXY HEALTH CARE LTD

## EARNED WAGE ACCESS (EWA) AGREEMENT & DEDUCTION AUTHORISATION

**Ref:** FHC-EWA-2026
**Statutory Compliance:** ERA 1996 s.27
16 Raeburn Road, Sheffield, S14 1BF

| | | | |
|---|---|---|---|
| **1. The Employer:** | **Flexy Health Care Ltd**, 16 Raeburn Road, Sheffield, S14 1BF | **Agreement Date:** | |
| **The Employee:** | | **NI Number:**<br><br>**Tax Code** | |

### 2. The Facility

Flexy Health Care Ltd agrees to provide the Employee with access to an Earned Wage Access (EWA) facility. This facility allows the Employee to withdraw a portion of their accrued, verified, and unpaid wages prior to their standard payday.

### 3. Nature of the Advance

The Employee acknowledges that the EWA facility is an advance of their own earned salary. It is not a credit agreement, a loan, or a wage sale facility. No interest or percentage-based fees will be charged to the Employee for using this facility.

### 4. Access Limits

The Employee may request an advance of up to 50% of their verified gross earnings for the current pay period. Flexy Health Care Ltd reserves the right to adjust this limit based on verified timesheet submissions.

### 5. Tax and National Insurance (PAYE)

The Employee understands that salary advances remain fully taxable. Pay As You Earn (PAYE) income tax and National Insurance contributions will be calculated on the Employee's total gross earnings on the standard contractual payday, not on the date the advance is received.

### 6. Written Deduction Authorisation (Employment Rights Act 1996)

By signing this agreement, the Employee provides explicit written consent under Section 27 of the Employment Rights Act 1996 for Flexy Health Care Ltd to deduct the advanced amount from their net wages on the next scheduled payday.

> ***"I, the Employee, authorise Flexy Health Care Ltd to deduct the total amount of any Earned Wage Access advance(s) I request from my net pay on my next standard payday, until the advance is fully recovered."***

### 7. Repayment

The advance will be recovered in full from the Employee's next payslip. If the Employee's net pay on the next payday is insufficient to cover the advance (e.g., due to sickness or reduced hours), the remaining balance will be carried forward and recovered from subsequent payslips, subject to National Minimum Wage regulations.

### 8. National Minimum Wage

The Employee understands that requesting an advance does not alter their hourly rate. Flexy Health Care Ltd will ensure that all deductions comply with National Minimum Wage legislation.

### 9. Data Protection

Flexy Health Care Ltd will process the Employee's personal and banking data in accordance with GDPR and the Company's Privacy Policy.

### 10. Termination

The Employee may withdraw from this agreement by providing 2 business days' written notice to Flexy Health Care Ltd. Any outstanding advances must still be repaid through payroll deduction.

### 11. EMPLOYEE DECLARATION & BANK DISBURSEMENT MANDATE

I confirm that I have read and understood this agreement. I voluntarily agree to access my earned wages early under the terms set out above. I certify that the bank details below are correct and belong to me.

| | | | |
|---|---|---|---|
| **Account Holder Name:** | _____ | **Bank Name:** | _____ |
| **Sort Code:** | _____ / _____ / _____ | **Account Number (8 digits):** | _____ |

**Employee Signature:**

Print Name: _____ Date: _____ / _____ / 20___

**For Flexy Health Care Ltd (Authorised Signatory):**

Authorised Representative Date: _____ / _____ / 20___