

Statement of Main Terms of Employment

This statement dated 1 January 2017 sets out the particulars of main terms of employment under which ABC Limited, (the employer referred to as 'the Company') whose address is ABC Limited of Arcadia Business Park employs John Smith (referred to as 'employee', 'you', 'your' etc.).

There are no collective agreements affecting your terms and conditions of employment.

Any changes or amendments to these terms will be confirmed in writing within one month of them occurring.

Commencement Date

Your employment with the Company under this contract commenced on 1 January 2017.

Your period of continuous employment began on 1 January 2017.

You are employed on a probationary period of 3 months during which time your performance will be assessed. The Company reserves the right to extend this period at its absolute discretion. Your employment may be terminated by either party at any time during this period (or an extended period where applicable) by giving the notice detailed in the Notice section.

Permission to work in the UK

Where you have a time limit on your right to work in the UK the Company will repeat document checks as and when required by law.

If you have a current or pending application or appeal you must:

Keep the Company up to date with any current or pending immigration application or appeal.

Provide the Company with copies of correspondence from the Home Office relating to applications or appeals such as acknowledgement letters or invitations for biometric scanning.

Provide the Company with a copy of your Biometric Residence Permit and Residence Card or other such document provided.

Inform the Company on a 3 monthly basis if your application or appeal is not completed.

Job Title

You are employed as a: Finance Manager.

The Company reserves the right to require you to perform other duties from time to time, and it is a condition of your employment that you are prepared to do this.

Place of Work

Your normal place of work is at the address above.

Working Abroad

The Company does not anticipate a requirement for you to work outside the United Kingdom.

Pay

Your salary will be paid at the rate of £25 000 per annum by BACS at monthly intervals in arrears.

The Company has the right to deduct from your pay, or otherwise to require repayment by other means, any sum which you owe to the Company including, without limitation, any overpayment of pay or expenses, loans made to you by the Company, or any other item identified in this statement and/or the Employee Handbook as being repayable by you to the Company.

If you are prevented from attending your place of work and/or performing your job duties as a result of Police bail conditions, or because of an order or direction given by a court or relevant regulatory body, then the duration of any such period will be without pay.

Hours of Work

Your normal hours of work are 9.00 a.m. to 5.00 p.m. Monday to Friday with 1 hour unpaid break for lunch.

In addition to these hours, you will be required to work a reasonable amount of additional hours when necessary. You are not entitled to receive payment for additional hours as this is reflected in your pay.

Every attempt will be made to ensure your continuing employment in the event that the Company is faced with a shortage of work or is unable to provide you with work for any other reason. This could include temporarily placing you on short-time working or laying you off from work. In these circumstances you will be paid for those hours worked, or in accordance with the statutory guarantee pay provisions.

Holiday Entitlement

Your annual holiday entitlement 20 days in the complete holiday year.

The holiday year runs from 1 April to 31 March.

You are also entitled to the following bank/public holidays. If you work part time these will be pro-rata:

New Year's Day*

Good Friday

Easter Monday

May Day bank holiday Monday

Spring bank holiday Monday

Late Summer bank holiday Monday

Christmas Day*

Boxing Day*

* An alternative day will be recognised where any of these days fall on a Saturday or Sunday and where Saturday or Sunday are not part of the normal working week.

New starters will accrue annual holidays on the basis of 1/12th of the annual entitlement for each month of service in the holiday year.

Payment for holidays will be at your normal rate of pay.

Further details relating to your holiday entitlement can be found in the Employee Handbook.

Upon termination of your employment, payment will normally be made for all unused accrued holiday entitlement. If you have taken more annual holiday entitlement than you have accrued during the holiday year, the balance will be deducted from any outstanding pay. Payment for holidays in these circumstances will be made on a pro-rata basis to your normal working days and your service in the current holiday year.

During your notice period, the Company reserves the right to decide on the dates on which some or all of your outstanding holiday entitlement may be taken.

The content of these clauses does not affect your statutory holiday entitlement under the Working Time Regulations 1998 (as amended).

Sick Pay

Payments for periods of absence due to sickness will be made in accordance with the current Statutory Sick Pay (SSP) scheme where applicable.

If you are absent for at least 4 weeks the Company may seek your consent to refer you to the Government's Fit for Work service and you agree this will not be unreasonably withheld.

If you are referred to the Fit for Work service you may be asked to give your consent for the Company to be contacted and personal information it holds about you to be shared with the service. You agree that the Company can share personal information including sensitive data about you.

If a Return to Work plan is produced you agree to give your consent for each version to be shared with the Company by the service.

At any time during employment, the Company reserves the right to require you to undertake a medical examination by a medical practitioner and/or specialist of the Company's choice and/or to seek a report from your doctor.

Eligibility for sickness payment will not prevent the Company from terminating your employment prior to the expiry of the above maximum benefits.

Important: If you have been absent due to sickness and are found not to have been genuinely ill, you may be subject to action under the disciplinary procedure, which could include dismissal.

Pension

The Company operates a pension scheme that meets the requirements of automatic enrolment and into which you will be enrolled.

Further details (including the right to opt-out) are available from the Company. If you do opt-out we may periodically enrol you into the scheme as required by legislation, but we will contact you with the details at that time.

Notice

After 1 month's service you are required to give the Company 1 month's notice to terminate your employment.

You are entitled to receive the following periods of notice from the Company:

Over 1 month but under 5 years' service – 1 month.

Over 5 years' continuous service – 1 week for each complete year of service to a maximum of 12 weeks after 12 years.

By mutual agreement, these notice periods may be waived.

The Company has the right to terminate your employment without notice or payment in lieu of notice in the case of gross misconduct.

The Company reserves the right to require you not to carry out your duties or attend your place of work during the period of notice.

At the absolute discretion of the Company, payment in lieu of working notice may be made, and all benefits owing, including holidays, are paid as accrued at the actual date of termination.

Disciplinary Procedure

The Company's rules and the disciplinary procedure are shown in the Employee Handbook. It is your responsibility to familiarise yourself with these.

Appeal Procedure

If you are dissatisfied with any disciplinary decision taken against you, you should raise this with the Finance Director. Further details of the appeal procedure are set out in the Employee Handbook.

Reinstatement and Re-engagement

If you have been dismissed by the Company and you appeal successfully against the Company's decision to dismiss you, the period between the date of the dismissal and the date of your reinstatement or re-engagement will be treated as a period of suspension without pay, except for any period of notice which may have been paid following the dismissal. If you are reinstated to your original job within the Company or re-engaged to a different job within the Company, your continuity of employment with the Company will be preserved.

Grievance Procedure

If you wish to raise any grievance relating to your employment, you should do so with your Manager. Further details of the grievance procedure are set out in the Employee Handbook.

Other Employment

You are required to devote the whole of your time, attention and abilities during your hours of work to your duties with the Company and may not undertake any other work during this time.

You may not, without the prior consent of the Company (which will not be unreasonably withheld), engage in any business or employment which is similar to or competitive with the business of the Company, or which could be considered to impair your ability to act at all times in the best interests of the Company, outside your hours of work for the Company.

If you do engage in any other employment, you must notify the Company in writing of hours worked elsewhere to enable the Company to comply with its statutory obligations.

Confidentiality

You must not disclose any secrets or other information of a confidential nature relating to the Company or its business, or in respect of any obligation of confidence which the Company owes to any third party, during or after your employment, except in the proper course of your employment or as required by law.

Any documents or tangible items which belong to the Company or which contain any confidential information must not be removed from the Company's premises at any time without proper authorisation, and must be returned to the Company upon request and, in any event, upon the termination of your employment.

If requested by the Company, all confidential information, other documents and tangible items which contain or refer to any confidential information, and which are in your possession or under your control, must be deleted or destroyed.

Exclusion of Third Party Rights

This statement does not create any right enforceable by any person not a party to it.

Monitoring of Personal Communications

You should be aware that the Company may monitor, intercept or record all communications received or made via the Company's telephone system or any other system including e-mail and internet usage. Full guidance is given in the Employee Handbook as to what is acceptable computer/telephone usage. If you wish to make a call that cannot be monitored you should discuss this with management. Monitoring may be conducted by any member of management but will be for work-related purposes only.

Data Protection

The Company has developed guidelines, which are set out in the Employee Handbook, for the processing of personal data to meet the requirements of current legislation. The Company may change these guidelines at any time at its discretion. The Company will keep personal information on you and disclose such information when required in accordance with the Employee Handbook. In signing this statement you expressly consent to the processing of information which is held about yourself, including sensitive data such as sickness and health records, ethnic origin, and trade union membership/non membership.

Declaration

I acknowledge receipt of this statement and confirm that I have read the statement and the Employee Handbook, which set out the principal rules, policies and procedures relating to my employment.

For the purpose of the application of statutory holiday entitlement under the Working Time Regulations, I agree that the holiday section of this statement will be held to be a "relevant agreement".

I understand that the Employee Handbook is kept in the Office.

Signed by the Employee

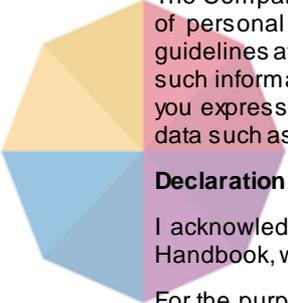
Name (Print)

Date

Signed on behalf of the Company

Name (Print)

Date



Croner

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