

1. Probationary period (new employees only)

The first three months of your employment will be probationary.

The probationary period is the initial period of your employment, during which time both you and the company assess the suitability of the arrangement.

Your manager will monitor and regularly assess your performance, discussing his or her assessment with you. This review will cover any training you are receiving, your conduct, attitude and standard of work performance.

If the manager has any concerns with any of these areas, he or she will agree with you the appropriate corrective action, which may include further training, retraining, redirection and/or an extension of your probationary period or termination of your employment.

2. Job title

The company reserves the right to make changes to the job title/job description and duties to be undertaken from time to time.

However, when it is considered necessary or appropriate by management you may be required to carry out any other duties considered within your skill and competence to assist the smooth running of the business.

3. Place of work

Your normal place of work will be The Rummer, All Saints Lane

4. Remuneration

Your salary is as detailed in your letter of appointment, as revised from time to time. You are paid on the basis of a week of seven days. Payment for individual days are *pro rata* for any part thereof. This also applies to any days agreed as holidays. You will be paid weekly in arrears by BACS on the last day of each week. Your pay advice will show your basic rate of pay, any statutory or voluntary deductions and the amount of your net pay. If you have any specific queries about your pay, these should be raised with your manager.

5. Hours of work

Your specific hours of work and details of meal breaks will be as defined by your manager in accordance with operational requirements. Employees are expected to be co-operative in working outside their normal hours, as necessary, to cope with varying situations and workloads. Your normal working hours will be zero each week

Timekeeping

All employees are required to have a responsible attitude towards timekeeping. You will be expected to be ready to start work at the commencement of your normal working day. Persistent lateness will render you liable to disciplinary action, which could lead to dismissal.

6. Holidays

The holiday year runs from 5th April to 4th April. The statutory minimum holiday entitlement is 28 days, inclusive of bank holidays. Your full annual entitlement is 28 holiday inclusive of bank holidays. Holiday entitlement may not be carried forward to the next year. All holidays must be arranged at times to be agreed with the company. No more than two weeks' holiday entitlement may be taken at any one time except in exceptional circumstances.

Where a recognised public holiday falls on a Saturday or a Sunday, alternative dates will be substituted for these. You will be advised of these as early as possible. In the case of your unscheduled absence from work

on days either immediately preceding or following a bank holiday, payment for that holiday day or days will be entirely subject to the company's discretion.

If, for whatever reason, the Government moves a statutory holiday, resulting in a change to the date a statutory holiday falls, the company has absolute discretion in respect of which day shall be allocated as a holiday.

On termination of employment, holiday entitlement will be calculated to the nearest full month worked. If you have already taken holidays which have not been worked for, any excess holiday paid for will be deducted from the final salary.

7. Sickness/injury absence and pay

You will be entitled to Statutory Sick Pay (SSP) during any unavoidable absence through sickness or accident, providing you follow the notification and certification procedure for SSP as follows.

i. Notification of absence

If you are unable to attend work for any reason whatsoever, you must inform your manager no later than 8am on the first day of absence as to the reason for the absence and, if possible, notifying the date when you hope to return to work. If you are late in notifying sickness absence or fail to notify the company at all, you may lose all or part of your sick pay and, in addition, this may render you subject to disciplinary action. Unauthorised absence will not be paid. If you are absent through sickness for longer than one day, you must telephone your manager on the third day to give him or her further information regarding your condition and the date you expect to return.

ii. Evidence of incapacity for work

Doctors' certificates are not issued for short-term illness(es). If you are ill for seven days or fewer, you should report to your manager on your return and explain in full the reasons for your absence. You will be required to complete a self-certification form.

If your sickness absence continues for eight days or more, you should obtain a medical certificate from your doctor and forward it without delay to the company. Further certificates should be submitted each week for as long as the illness lasts.

You are required to make regular weekly telephone contact with your manager to give him or her up-to-date information regarding your state of health, treatment plan and anticipated return. This is in addition to the timely submission of medical certificates for sick pay purposes, as required above. Upon your return to work, you will be required to complete a self-certification form and submit this to your manager. Failure to comply with this rule will automatically render you ineligible for any sick pay and may result in disciplinary action.

The company reserves the right to require medical certificates to be submitted at more frequent intervals.

In the case of two periods of self-certificated absence in any calendar year, the company reserves the right to request medical evidence before subsequent periods of absence fewer than seven days are paid. In addition, the company reserves the right to require you to attend a medical examination with the company's doctor as and when it deems necessary. This may be a requirement where there is concern about the nature and duration or frequency of your illness, and the implications for the business and your capability to perform your job.

Where you are absent from work because of an injury caused by a third party, any sick pay paid to you by way of a loan must be repaid from the damages you recover from the third party where such damages are paid by order of any Court or compromise or settlement of the action.

If, at its discretion, the company pays you sick pay in excess of your contractual entitlement, then the company will have the right to reclaim this from your final salary if you subsequently leave the company's employment.

Company sick pay arrangements do not affect your entitlement to SSP. Any payments of company sick pay will be paid net of SSP.

The benefits set out above run for a rolling 12 months, starting with the first day of your sickness absence.

8. Other absences from work

Appointments with the doctor or dentist should, as far as possible, be made outside working hours. Where an appointment can only be made within working hours, permission must be obtained in advance from your manager. In respect of hospital appointments which occur during working hours, you will not be required to take a half-day's holiday, but the time taken to attend such appointments will be unpaid.

12. Terminating the contract

You are entitled to receive from the company a minimum of one day's notice of termination of employment up to four weeks' service. After four weeks' employment, you are entitled to receive one week's notice, increasing to two weeks after two years' continuous service. Thereafter, you will be entitled to receive a further week's notice for each additional year's service, up to a maximum of twelve weeks after twelve or more years' service.

Should you leave the company, you are required to give the company one week notice.

The company reserves the right to waive notice periods and to make a payment *in lieu* of notice. If you terminate your employment without giving your contractual period of notice, the company reserves the right to make a deduction from your final pay equal to the amount which would have been paid in salary during the appropriate notice period (this includes any amount due from accrued holiday pay not yet taken).

During any procedure in which you are under notice (whether given by you or by the company) to terminate your employment, it is hereby agreed that the company shall be entitled to require that you need not perform your duties or attend the company's offices. Where the company requires you to remain away from work during your notice period, you will be required to comply with any conditions laid down by the company and whilst on full pay during such time you will not be permitted to work for any other person or firm or on your own behalf without the company's prior written permission

13. Disciplinary and dismissal procedures

A copy of the company's disciplinary and dismissal procedures are appended to this statement.

16. Grievance procedure

A copy of the company's grievance procedure is appended to this statement.

17. Maternity/paternity

An employee who is pregnant has the right to time off with pay for antenatal care. This includes appointments with the GP or hospital and parentcraft classes. You must produce a card from the hospital or clinic confirming the appointment to your manager. An employee who stops work to have a baby has a right to a period of maternity leave. There are certain provisions concerning payment for time off and return to work, which the company will discuss with you. You should notify the company of your antenatal appointments at least 48 hours in advance.

The right to paternity leave is set out in the Paternity and Adoption Leave Regulations 2002. The right applies to certain individuals where there is a sufficient relationship to the child or its mother. The employee, in order to qualify, must either be the father of the child, or married to the mother or be the partner (including same sex partner) of the mother, and in either case must have, or expect to have, responsibility for the upbringing of the child.

If the employee requesting paternity leave has been continuously employed for a period of 26 weeks, calculated 14 weeks before the expected week of confinement (EWC), and has given notice to the employer in writing of his or her wish to take paternity leave, then leave may be granted. Paternity leave is currently two weeks paid at the current rate of Statutory Maternity Pay. Paternity leave may either be one week or two consecutive weeks. The period within which the leave can be taken runs from the day the baby is born up to 56 days thereafter, or if later, 56 days after the first day of the EWC.

There are strict conditions with regard to the notice you must give the company, therefore you are advised to contact management as soon as reasonably practicable in order to make such a request. Failure to notify the company by the end of the fifteenth week before the EWC may result in the loss of this right.

18. Other employment

It is expected that you will devote your whole time and attention to this company during your working time. Therefore you must not take on other employment or work outside working hours without first asking your manager and obtaining his or her written permission.

Permission will not be unreasonably refused, but, if we are not happy about the other employment or business activity, we may ask you to choose between working for us and continuing with your other activities.

Some examples of when permission would normally be refused are where the outside work damages or interferes with your own capacity, capability or credibility in doing your work for us, or affects your performance of your duties or exposes you to a conflict of interest or where there could be damage to the company's interests or reputation.

You must not:

Either

- Set up in business (either alone or with others) which competes with any aspect of our business.

or

- Do any work of any nature in any capacity for any of our competitors.

19. Confidential information and non-solicitation/non-competition/non-dealing

(1) Confidential information

- a. You must not, whether during your employment with the company or after the end of it, whether you resign or are dismissed by the company, unless expressly authorised in writing by your manager, disclose to any unauthorised person or use any confidential information relating to the business's affairs or trade secrets

of the company. This includes any detail about the company's products, technical data, any matter relating to the company or its business, customers and employees, actual, potential or past and all details relating to information on the company's database.

- b.** During the course of your employment you may have access to, gain knowledge of or be entrusted with information of a confidential nature. This shall include, but is not limited to:
 - i.** The identity, address or telephone number of any customer of the company
 - ii.** The name of the contact person at the company's customer
 - iii.** Any list or lists of the company's customers, whether in written or printed form or held electronically
 - iv.** Details of the equipment supplied to or ordered by any customers of the company
 - v.** The price at which the company purchases the raw materials for its customers and/or the price at which the company supplies its products to its customers
 - vi.** Any discount or remainder price at which the company may from time to time offer to its customers for all or any of the equipment or products it provides
 - vii.** Information concerning the organisation of the business of the company or any part of it
 - viii.** The identity, name, address, telephone number or other personal details of the company's sales force.

You agree that you shall not, either during the course of your employment or at any time after its termination, make use of, for your own or another person's benefit, or divulge to a person not authorised by the company to receive it, any confidential information as described or referred to above concerning the company's business which may have been disclosed to or have otherwise come into your possession in the course of your employment.

If such disclosure or misuse of information occurs during the course of your employment, the company will treat such conduct as gross misconduct and reserves the right to terminate your employment without notice or payment in lieu. Such misconduct is described in the company's disciplinary procedure, which forms part of the contract of employment.

(2) Non-solicitation/non-competition/non-dealing

- a.** One of the most valuable assets of the company is the contact that you will have and the relationship that you will be encouraged to build up with the company's customers. You acknowledge that this contact and the relationship is capable of being misused unfairly against the company if, after you have left the company's employment, it is exploited for your own benefit or that of another person in competition against the company.
- b.** For this reason, you hereby agree that you will not, during your employment with the company or any associated or subsidiary companies, or for a period of six months following the termination of your employment, in respect of any aspect of the business which the company undertakes, solicit or attempt to solicit the custom of, or sell, or deliver to or accept work for private gain and/or for any third party, from any private individual, firm or company or otherwise deal with any person who at the date of termination of your contract is a customer or potential customer of the company to whom you have personally sold and/or delivered the company's products on behalf of the company, or whom you had introduced to the company, or approached on behalf of the company, or with whom you had any business dealings or knowledge in the six-month period immediately prior to the date of termination of your contract.
- c.** After your employment has ceased (whether by your resignation or termination by the company) you also agree that you will not, except in a purely social capacity, contact, deal with, attempt to solicit custom from any customer of the company with whom you had any business dealings in the six months prior to the termination of your contract, nor will you attempt to interfere with the existing business

relations between any customers or employees and the company, nor provide, whether directly or indirectly, your assistance to any other person so as to enable or facilitate that other person to solicit the custom of or sell and/or deliver the company's products and equipment on behalf of the company to any customer of the company.

- d. You are strictly forbidden to make any contact, whether formal or informal, written or oral to any of the company's past, current or prospective suppliers or customers for any purpose other than for the legitimate business interests of this company. Such a purpose might include, but is not limited to, an intention to set up a competing business or work for a rival after leaving this company. Any breach of this clause may render you liable to serious disciplinary action, which will result in summary dismissal if the circumstances warrant it.
- e. If, within a period of six months following the termination of your contract, you shall be in common employment with any other former employee of the company who shall him/herself be subject to the same or similar restraints by the company to those contained in paragraphs 19 (1) to 19 (2) above inclusive, then you will not, for any period whilst those restraints on that other employee remain in force, and in respect of sale or delivery of the company's products and equipment, solicit the custom of or sell, distribute or deliver to any customer to whom that other employee is him/herself restrained from selling, distributing or delivering.
- f. Provided whilst each of the restrictions in paragraphs 19 (1) to 19 (2) above are considered by the parties to be reasonable in all the circumstances as at the date hereof, it is hereby agreed and declared that if any one or more of such restrictions shall be judged to be void as going beyond what is reasonable in all the circumstances for the protection of the interests of the company but would be valid if words were deleted therefrom or the period thereof reduced, or the range of activities or area covered thereby reduced in scope, the said restriction shall be deemed to apply with such modifications or restriction found in any event to be void, shall not thereby affect the validity of any other restriction contained therein.

20. Security

You will be required to ensure that all documents, papers, correspondence, drawings, customer lists, price lists and other papers, including private notes concerning the company, are kept secure at all times and are carefully locked away at night and that all security procedures are properly maintained at all times. You are not expected to take any papers or documents belonging to the company home with you when you leave at the end of the day except where this is strictly necessary for the proper performance of your duties. Any unauthorised conduct in this respect which causes loss or damage to the company or to any customer past, present or future, will be regarded as serious misconduct from which you may be dismissed, should the circumstances warrant this.

In the interests of the company and its employees, the company reserves the right to carry out random searches of employees' personal belongings in order to ensure that none of the company's products or property is being taken from the premises illegally.

21. Property to be returned on termination

You are required to deliver to the company before the end of your employment, or immediately after should your employment terminate without notice, all papers, documents, keys, cars and property properly belonging to the company. You will be required to sign an undertaking that all such property has been duly returned.

22. Representing the company

You are not permitted to represent yourself as an authorised agent for the company except in the course of the proper performance of your duties or where authorised so to do. When your employment ceases, you must not hold yourself out in any business context as being an employee of this company. Should there be any misrepresentation or intention to deceive in this respect, or any attempt to interfere with existing business relations between this company and its existing or potential (customers), suppliers or agents, then the

company may take proceedings against you to prevent any recurrence and to recover any losses incurred as a result.

23. Appeals procedure

You may appeal against a grievance decision, the procedure for which is detailed in the grievance procedure appended to this statement.

You may appeal against a disciplinary or dismissal decision, the procedure for which is detailed in the disciplinary and dismissal procedure appended to this statement.

24. Health and safety at work

You are reminded that you have a statutory duty to observe all health and safety rules, and to take all reasonable care to promote the health and safety at work of yourself and your fellow employees. You are required to comply with the company's health and safety rules, and with all rules laid down by the Health and Safety at Work Act, the Workplace (Health, Safety and Welfare) Regulations 1992 and other European legislation, together with all regulations made under them or under any other industrial safety statutes. Failure to comply with such rules may lead to dismissal. The company places paramount importance on the health, safety and welfare of its employees at work.

Every employee is further required to take such steps as are reasonably practicable to ensure the health and safety of him/herself and others affected by his/her work. (You must make use of all protective clothing and equipment that is provided for you and) you must co-operate with the management in all respects for the full implementation of the health and safety policy. Wilful breaches of the health and safety policy will be dealt with through the disciplinary procedure.

25. Patents, copyright and designs

Any invention or any design created by any employee during the course of his or her employment or in the course of duties specifically assigned to him or her belongs to the company. Subject to any contrary provisions of the Patents Act 1977 where applicable, the company shall be entitled, without charge or fee, to the sole ownership of any such invention or design and so on, so far as the law permits, to the exclusive use thereof.

26. Gratuities

The use of company contractors, consultants, suppliers and so on

Employees are forbidden to accept gratuities, gifts, loans or other benefits from the company's customers or suppliers without the express written permission of a director/senior manager. In addition, employees are not permitted to make use of any services or be supplied with goods on a personal basis from any customer or supplier of goods and services or employee of any customer or supplier of goods and services to the company because of the possible conflict of interest, unless full disclosure has been made and prior written permission obtained from a director/senior manager. Should any such conduct come to the attention of the company, the company reserves the right to treat this as gross misconduct, for which your employment may be terminated without notice or payment in lieu.

27. Fire precautions

Your attention is drawn to the fire regulations posted in the company's premises and you should acquaint yourself with these and with the company's fire precautions and procedures, a copy of which is available from your manager.

28. Smoking

In the interests of health and safety, insurance and the Smoke Free (Premises and Enforcement) Regulations 2006 and the Health Act 2006, the company prohibits smoking in any of its buildings and premises.

Smoking is also prohibited in company vehicles which are not solely dedicated to one driver. Private vehicles which are used for business purposes are exempt from this.

If you are found smoking either on the company's premises or in a vehicle (where it is not permitted), you will be subject to disciplinary action, which may result in your employment being terminated without notice or payment in lieu of notice.

If you are excluded from any of our customers' sites for smoking, such an act will be considered to have taken place on the company's premises and you will be subject to disciplinary action as if the smoking had taken place on the company's premises.

You will be personally liable for any fines for breach of the smoke-free regulations and will be required to pay any fines (which will be in the range £50 to £200) should you breach the smoking laws.

29. Accidents

The company is required to maintain a register of accidents, whether major or minor.

In the event of an accident on the premises, you should report it to your manager and it will be noted in the accident book. You should also acquaint yourself with the locations and contents of the nearest first aid box.

You should also acquaint yourself with the names, and telephone extension numbers where appropriate, of the qualified first aiders and ask to be seen for an initial first aid assessment, if required.

If you are involved in an accident whilst on the road, you must comply with any statutory requirement in force at the time of the accident and report the facts to the company immediately. An accident insurance form should be obtained from your manager and must be completed in full within 24 hours and given to your manager.

30. Equal opportunities policy

We are an equal opportunity employer. The aim of our policy is to ensure that no job applicant or employee receives less favourable treatment on the grounds of sex, marital status, age, disability, race, religious belief, sexual orientation or political opinion, nor should they be disadvantaged by conditions or requirements which are neither justified nor relevant to the job. Selection criteria and personnel procedures will be reviewed regularly to ensure that individuals are recruited, promoted and treated in all other ways purely on the basis of merit and ability to do the job for which they have applied.

31. Mobile phones

The company prohibits the use of mobile phones for non-work-related reasons during working hours.

When driving on company business, no employee may at any time, or under any circumstances, respond to or answer any hand-held mobile phone, bleeper or pager whilst the car is in motion. Staff from the company wishing to communicate with the employee on the road via mobile phone should, in all instances, leave a detailed message to be accessed when parked.

All employees using a mobile phone should ring into the office as required to receive messages when parked and convenient.

An accident involving a company vehicle, which it can be shown was or may have been caused by lack of care of the driver who was speaking on a mobile phone may not be covered by the company's insurers and may make the individual responsible in part or in whole for costs and damages arising.

32. Shortage of work/lay-offs

If there is a shortage of work for whatever reason, the company will endeavour to maintain continuity of employment wherever possible by placing people on short-time or by laying them off without pay. In such circumstances, as much advance notice as can reasonably be given will be given, in the company's opinion, if it becomes necessary to do so.

33. Parental leave/family emergencies

Upon completion of a qualification period of one year, parents of children born on or after 15 December 1999 can take up to 13 weeks' parental leave, per child, up to their child's 5th birthday. Adoptive parents/carers of children placed for adoption on or after 15 December 1999 can take up to 13 weeks' parental leave up to the 5th anniversary of the date of placement (or the child's 18th birthday, if that is sooner). Leave is available up to the age of 18 in the case of disabled children. Parental leave will not be paid and requests for leave must be made at least 21 days in advance and will only be granted if the needs of the business permit. Leave can only be taken in blocks of one week. Part-time staff are entitled to leave on a *pro-rata* basis.

Employees will be able to take unpaid leave to deal with immediate family emergencies. This allows for time off to deal with incidents such as sudden illness, death of or birth of a dependant, unexpected breakdown of care for a dependant, the making of longer-term arrangements for a dependant who is ill or injured, or an unexpected incident involving the employee's child during school hours or a school trip. No qualification period is required.

34. Training/education

As part of your duties, you may be required from time to time to attend educational, vocational and training courses for the mutual benefit of your employer and yourself. The fees for all such courses will be paid by your employer, but those fees shall be repaid to your employer if:

i. You cease to attend course lectures.

or

ii. You fail to attend at least 75% of the course lectures.

or

You fail to use your best endeavours to successfully complete the course and/or pass the qualifying examinations

or

You leave the employment of your employer either during or within 12 months after completing the course, or if your employment is terminated for whatever reason during the same term.

If no alternative arrangements for repayment have been made, your employer shall be entitled to deduct the course fees from your salary.

35. Telephone and computer security, Internet and email access and misuse

There are business and legal requirements for having a telephone, Internet and email access and misuse policy. Each employee has a responsibility for the protection of company information and must therefore make him/herself familiar with the relevant requirements in respect of telephone, email access and Internet security and misuse. All employees must ensure passwords and security passes remain secure and private. Each employee is responsible for reporting any breach of telephone or computer security, no matter how trivial. The information held on computers must be correct so that it can be relied upon by the company and its customers. Any release or use of information must be authorised by a senior manager or director and must be with the agreement of the person responsible for the data.

Employees are restricted to ensuring use of telephones and computers are for the proper performance of their duties only. Access to the Internet or email facilities must only be used with the direct authority of management or a director and be for the performance of his or her duties only. Any employee found to be in breach of company telephone or computer policy will be subject to the company's disciplinary procedure, which could result in dismissal.

Employees must not install software on the company's computer systems without the authority of management or a director, and it must only then be installed once the software has been checked and protected against computer viruses.

The company will audit and monitor use of the systems to ensure proper and effective business use. You should not expect privacy in the use of company Internet, email and fax facilities. All email is stored and the company may inspect an email (including personal emails) at any time.

By accepting employment with the company, you consent to such monitoring and inspections.

36. Dress and appearance

It is important that the company should maintain a professional image to customers and other members of the public. Although it is acknowledged that many members of staff are not seen by the public whilst carrying out their duties, there are times when they will be noticed; for instance, in the entrance foyer and at enquiry points. Consequently, it is essential that all members of staff should maintain a smart and neat appearance.

All staff are expected to wear clothes which are appropriate for a business environment.

Items of dress which are considered to be inappropriate during normal working hours include training shoes, working boots, shorts, track suits, jeans, dungarees, sweatshirts, T-shirts or pullovers which display prominent slogans or illustrations. This list is not intended to be exhaustive.

There is no objection to the wearing of jewellery, but it should not cause danger nor be detrimental to your overall appearance.

If members of staff have any queries relating to the dress and appearance code, they should raise the matter in the first instance with their manager.

37. Alcohol, drugs and solvent abuse

The company forbids the use of, possession, concealment, transportation, promotion or sale of alcohol and prohibited substances by an individual employed directly or indirectly, regardless of site location.

Prohibited substances are defined as:

- i. Any substances which an individual may not sell, possess, use or distribute under applicable law.
- ii. Any other legal but unlawfully-used substances, such as prescription drugs obtained or used without permission, or such drugs not being used for their originally intended purposes.
- iii. Any solvent including glue used or intended to be used for the purpose of intoxication.

Any employee found to be under the influence of drugs or alcohol whilst engaged in the activities of the organisation, including driving company vehicles, shall be liable to summary dismissal.

38. Changes in terms and conditions

Should there be any changes in your terms and conditions of employment within the company, you will be notified by personal consultation and written notification and/or through notices published on the notice board.

39. Changes in personal circumstances

You are under a duty to inform the company of any change in your personal circumstances such as your address.

40. Data Protection

In accordance with the Data Protection Act 1998, the company is required to obtain your consent to process personal data held on your personnel file and the company's computer systems.

By signing this documentation, you give the company permission to collect, retain and process personal information about you. This information will only be used in order to monitor compliance with the law, best practice, security, equal opportunity and non-discrimination.