

FCS

STATEMENT OF MAIN TERMS AND CONDITIONS OF EMPLOYMENT

Between

1. _____ whose address is

(“You”), and

2. **Fairgate Construction Services Ltd** whose Registered Office is situated at **Fairgate House, Kings Road, Birmingham, B11 2AA** (the “Employer”).

This Statement is given to you in accordance with the provisions of the Employment Rights Act 1996 and the Employment Act 2002. Its purpose is not only to comply with the law, but also to clarify arrangements already in existence, and to provide clear guidance to you and the Employer as to each party’s rights and obligations.

1. Commencement

1.1 Your employment commences on _____.

1.2 The first month of your employment with the Employer will be probationary. At the end of the probationary period your performance and general attitude will be reviewed.

1.3 If the Employer decides, either during or at the end of your probationary period, not to employ you as a permanent member of staff it may give you one week’s notice in writing to terminate your employment.

1.4 During the probationary period you are encouraged not to take any holiday unless strictly necessary, and only if specifically authorised by a director of the Employer. This is because your probationary period is a “get to know each other” period and the Employer wants you to be at work for as much of the period as possible. You will accrue holiday entitlement, which can be used if your permanent employment is confirmed, or will be paid to you if your employment is terminated during or at the end of your probationary period.

1.5 The provisions of the disciplinary and grievance procedures set out at clause 17 do not apply to you during your probationary period.

1.6 The Employer may extend the probationary period at its absolute discretion.

**ONE CONTRACT NEEDS TO BE SIGNED
AND RETURNED IN THE
PRE PAID ENVELOPE PROVIDED OR
YOU WILL NOT BE PAID**

1.7 Upon successful completion of the probationary period your employment shall continue until you reach retirement age (Clause 4) or if it is brought to an end either by you or the Employer (Clause 5).

2. Continuous employment

2.1 No other previous employment counts towards your period of employment with the Employer for any purpose (including calculating a redundancy payment).

3. Place of Work

3.1 There is no fixed place of work. Your Employer will decide your place of work and will from time to time inform you of the premises or site where you will be required to work.

3.2 The Employer will endeavour to provide you with work and procure work for you at various sites during the course of your employment.

4. Retirement

4.1 Your employment under this statement of main terms and conditions of employment will automatically end on your 65th birthday, or as provided by statute. If you request to remain in employment with the Employer after your 65th birthday, the Employer will consider your request and may agree to you continuing in your role or alternatively offer you an alternative role or alternative duties to perform on the same or reduced hours with a corresponding decrease in pay. The Employer cannot guarantee that you will be able to continue in your role or that an alternative will be offered.

5. Termination

5.1 Except in cases of gross misconduct, notice to be given by the Employer to terminate your employment shall be as follows:

Completed period of service	Notice period
More than 1 month but less than 2 years	1 week
2 years or more but less than 12 years of service	1 week for each completed year
12 years or more	12 weeks

5.2 If you decide to leave, the period of written notice you have to give to the Employer to terminate your employment is 1 week regardless of how long you have worked for the Employer.

5.3 The Employer reserves the right to require you to take any unused holiday entitlement during any period of notice (whether notice has been given by the Employer or you).

22. Changes to terms of employment

22.1 From time to time either law will change or the way the Employer organises itself or does business will change and it will be necessary to change some of these terms of employment. The Employer therefore reserves the right to make reasonable changes to any of your terms and conditions of employment by giving you not less than one month's written notice of any such change. Such changes will be deemed to be accepted by you unless you notify the Employer of any objection in writing within 2 weeks of receipt of notification of the change.

23. Non enforcement does not waive the Employer rights to enforce this contract

23.1 The Employer's failure to enforce its rights under these terms and conditions of employment immediately following a breach of these terms and conditions by you becoming known to the Employer does not amount to an acceptance of your breach or future breaches by the Employer or waiver of the Employer's right to enforce its rights so that action against you by the Employer for your breach can be taken at a later date.

24. Whole agreement

24.1 This contract is the whole agreement between you and the Employer and supersedes all previous contracts, agreements, arrangements or understandings whether oral or written between the parties. No amendment to this contract will be legally binding unless made in writing and signed by the Employer.

25. The English Courts

25.1 These terms and conditions of employment are governed by English law and any dispute that arises out of your employment will be determined by the Courts and Employment Tribunals of England.

To confirm your agreement to the employment with your employer on these terms and conditions please sign and date both copies of this contract keeping one copy for yourself and the other to be given to the Employer and retained by it.

I _____ have read and understood this contract and hereby agree to employment with Fairgate Construction Services Limited on the terms and conditions set out above.

Signed (employee)..... date:.....

Signed (employer)..... *P. Marsley* date:.....

21. Data protection

- 21.1 The Data Protection Act 1998 provides information, obligations and rights to you and the Employer in respect of the Employer obtaining, holding, recording or using any information about you. By obtaining, holding, recording and using information about you, the Employer will be processing your personal data. You accept that your personal data will be held by the Employer in its manual and automated filing systems.
- 21.2 You consent to the Employer processing your personal data, including your "sensitive personal data" which consists of information as to your racial or ethnic origin, your political beliefs or beliefs of a similar nature, whether you are a trade union member, your physical or mental health condition, your sexual life or the commission or alleged commission by you of any criminal offence, for the following purposes:
- To keep adequate records relating to your recruitment, employment, work performance, disciplinary record, sickness record, pension details, wages/salary and other benefits, appraisals and all other information arising out of and in connection with the performance of your contract of employment,
 - To properly administer your employment, the Employer's business and any payments made to you during your employment in order to comply with any legal obligations on the Employer (for example administering sick pay, tax and national insurance contributions),
 - To determine your fitness to carry out your duties,
 - To monitor employees in order to ensure equality of opportunity, and
 - In order to deal with any emergency that arises in respect of you or any other person.
- 21.3 The probable recipients of your personal data are the Employer, those authorised by you and /or the Employer to receive your personal data and all others to whom the Employer is legally obliged to disclose the data to or those to whom the Employer deems it necessary or desirable to disclose your personal data for the purposes set out above.
- 21.4 The Employer is not aware of any Countries outside the European Economic Area to which your personal data will or may be transmitted.
- 21.5 You will use your best endeavours to keep the Employer informed of any changes to your personal data.
- 21.6 The Employer will comply with the Data Protection Act 1998 in the way it processes and manages both personal and sensitive data.

- 5.4 During your employment, when you are requested by your manager or a director of the Employer and on your last day of employment, you must return to the Employer all items belonging to the Employer or to any of the Employer's clients or relating to the Employer's business or that of any of its clients including, but not limited to, documents and any copies of whatever form, vehicles, tools, phones, correspondence, equipment, computer discs and software, credit cards, keys, passes, lists of clients and books. Failure to return items may result in delays in payment of your final wage/salary, or even deduction from your final wage/salary.
- 5.5 Upon termination of your employment the Employer has a discretion to make a payment in lieu of notice. The Employer may deduct any money the Employer believes that you owe the Employer, including holiday pay for days taken in excess of your entitlement or overpaid salary and expenses.
- 5.6 The Employer may dismiss you without notice in cases of gross misconduct.
- 5.7 At any time during any period of notice of termination served in accordance with this clause 5 (whether given by the Employer or you), the Employer shall be under no obligation to assign any duties to you and shall be entitled to exclude you from your place of work and prevent you from contacting any of the Employer's clients/customers or suppliers provided that this shall not affect your entitlement to receive your salary/wages and other contractual benefits during such period.

6. Lay off

- 6.1 In the event that there is a downturn in work and therefore a reduction in the requirements of the Employer for work of a kind which you are employed to do, the Employer reserves the right not to provide you with work (lay you off) and ask you to remain at home without pay.

7. Appointment

- 7.1 Your job title is . Your duties include those listed in the attached job description.
- 7.2 You agree from time to time to undertake any additional and/or alternative duties that the Employer may reasonably require to assist the Employer in the efficient running of its business.

8. Hours of Work

- 8.1 Your normal working hours will vary depending on the needs of the business and operational reasons. You may be required to work on Saturday or Sunday depending on the needs of the business and operational reasons. However, no Saturday or Sunday work is guaranteed. We may require you to work different hours or shifts but we will always give you reasonable notice of any changes in your working hours or shifts.

8.2 You may be required to work outside normal hours or at weekends from time to time but the Employer will always endeavour to give you reasonable notice of this. You will be paid your normal hourly rate of pay as detailed in clause 10.1 for work conducted outside your normal working hours.

9. The 48 hour week

9.1 You have agreed that the limit of an average working time of 48 hours including overtime for each 7 day period as set out in Regulation 4 of the Working Time Regulations shall not apply to your employment and by signing this document you confirm your agreement. You may, however, give 3 months written notice to the Employer to terminate this agreement.

10. Salary

10.1 Your pay will be performance related and will be agreed between you and your employer and calculated according to fees you Employer charges for providing your services. You will always receive at least the National minimum wage for the hours you work, which is currently £5.93 per hour. The National Minimum Wage rate changes from time to time and your Employer will ensure that you are paid in line with any changes.

10.2 You will be paid on the Friday following the end of the week you have worked (a week in hand) by Bacs or Chaps.

10.3 The Employer will review your rate of pay at its discretion and any variation in rate of pay will be confirmed in writing/shown on your wage slip and shall take effect from the date specified.

10.4 You must notify any error in payment of salary/wages to the Employer as soon as you become aware of the error, and you agree that the Employer can then deduct from any future payment due to you the amount of any overpayment made by the Employer to you. Equally, if the error has resulted in an underpayment to you, the Employer will ensure that the amount of any underpayment will be added to your next payment of wages/salary.

10.5 At the discretion of the Employer you will be paid any allowable expenses you incur in performing your duties including mileage on you completing and submitting expense/mileage claim forms to your manager or a director of the Employer and providing any evidence of the expense incurred requested by the Employer. The payment of expenses is at the sole discretion of the Employer. Any payment of expenses does not entitle you to future payment, and payment of expenses to another employee does not entitle you to be paid expenses.

that of its clients and may only disclose such information as required by law or as is necessary during the course of your duties with the Employer. You understand that this obligation will continue at all times both during and after termination of your employment unless or until the information has come into the public domain.

19. Disciplinary and Grievance procedures

19.1 The Disciplinary and Grievance Procedures can be obtained from Richard Murphy. They apply to your employment but do not constitute any contractual rights and obligations as between the Employer and you.

19.2 If you are unhappy with any disciplinary action or a decision to dismiss you then you can exercise your right of appeal under the procedure by application to Richard Murphy.

19.3 If you have a grievance relating to your employment you should follow the grievance procedure which is available upon request as specified in clause 19.1. The person you should raise a grievance with is Richard Murphy.

19.4 Certain features of the Disciplinary and Grievance Procedures detailed below need to be highlighted and brought to your particular attention, and do form part of your contract:

19.4.1 The Employer has the right to suspend you for any period during which time an investigation under the Disciplinary Procedure will be undertaken. If you are suspended, you will be informed of this by a director and it will be confirmed in writing. During the period of suspension you must stay away from work. You will be paid your normal wages/salary during any period of suspension.

19.4.2 Serious misconduct may result in any of the following:

- (a) Immediate dismissal without notice or pay in lieu of notice,
- (b) demotion, with resulting changes in remuneration,
- (c) suspension for a specified period without pay, or
- (d) the giving of any of the warnings outlined in the disciplinary procedure even if no previous warning has been given.

20. Pension

20.1 You will be eligible after 3 months employment to join our stakeholder pension scheme. Details of the stakeholder pension scheme can be obtained from Wendy Clarke. There is not currently in force a contracting out certificate in relation to your employment.

- 15.4 You are asked to inform a director if you undertake any other work outside your contracted hours of work. It is important that the Employer is aware of any other work you do, not only so that the Employer can be satisfied that you are complying with clause 15.2 above, but also, from a health and safety point of view, to ensure that you are not working excessive hours and putting yourself and/or other employees at risk.
- 15.5 During your employment with the Employer and for a period of 12 months immediately after the termination of your employment, you shall not independently or on behalf of any third party as principal, director, agent or representative directly or indirectly, approach, accept work from or promote any company or organisation to any customer of the Employer with whom you have had material dealings with in the last 12 months of your employment.
- 15.6 You are required to inform the Employer if at any time you have been convicted of a criminal offence of any nature (unless the conviction has been spent as defined under the Rehabilitation of Offenders Act 1974). In signing these terms and conditions of employment, you agree that you have told the truth about your criminal record. You must inform the Employer if, at any time during your employment, you are arrested, charged with, summonsed for, or convicted of a criminal offence of any nature and you must truthfully and fully answer any questions the Employer has in this regard.

16. Overseas Work

- 16.1 You will not be required to work outside the United Kingdom for any period of more than one month. Should this situation change your employer will provide you with full details including the length of the period abroad, the currency you will be paid in, any additional pay and benefits and any terms relating to your return to the United Kingdom.

17. Collective Agreements

- 17.1 There are no collective agreements that affect the terms and conditions of your employment.

18. Confidentiality

- 18.1 Confidential Information includes, but is not limited to, the Employer's customer/client identities and lists, information about the Employer's customers/clients, other employees, suppliers and prices or any other information which is retained on the Employer's database or which relates to the Employer's business, including business plans, or the Employer's customer's/client's businesses which is not freely available to the public.
- 18.2 You agree that during and after your employment you will not disclose to any person for any purpose whatsoever Confidential Information which has come to your attention during the course of your employment. You will at all times protect and maintain the confidentiality of the Employer's information and

- 10.6 You will receive a weekly remittance detailing your gross pay and deductions from this including tax, National Insurance Contributions, any other statutory deduction in force from time to time.

- 10.7 The Employer will arrange accident insurance on your behalf. The premiums for this will be deducted from your pay. If you do not wish to benefit from the insurance then you must notify the employer in writing.

11. Salary deductions

- 11.1 You agree that the Employer may deduct from your wages any money the Employer believes that you owe the Employer. This includes (but is not limited to) the cost of:
- any damage caused by you to the Employer's property,
 - property belonging to the Employer which is lost by you,
 - paid holidays taken in excess of your entitlement at the termination of your contract of employment, and
 - any overpayments of wages or expenses to you.

By signing these terms and conditions of employment you consent to such a deduction being made from any outstanding wages or expenses then owed to you.

12. Holidays

- 12.1 The Employer's holiday year runs from *1st January to 31st December*.
- 12.2 In each holiday year your holiday entitlement will be 28 day, subject to any government changes. It is a requirement of your employment that you take your full holiday entitlement. Your 28 days' holiday must be taken at times convenient to the Employer.
- 12.3 12.07% of your weekly wage represents payment of your entitlement to paid annual leave. This is paid each week with your wages. This means that you will receive payment in advance for the time you eventually take off as holiday each week and you will not receive payment when you are on holiday. This is what is known as 'rolled-up' holiday pay and basically ensures that you receive your full holiday entitlement.
- 12.4 Holiday requests must be approved by your Employer at least 1 week in advance of the holiday being taken. When you want to book holiday speak with your manager. Once holidays have been approved by your manager you can only change the booking by specific agreement with your manager.
- 12.5 You will not normally be required to work on the UK Bank or Public holidays and you will not be paid for such holidays. If you are required to work on a bank holiday you will be paid your normal hourly rate of pay as detailed in clause 10.1.

- 12.6 The Employer has to ensure at all times that there are sufficient employees available to work and cover for your absence. Unfortunately the Employer may have to refuse your holiday request if your absence would mean there are not sufficient employees to cover for your absence. A first come first served arrangement exists, and you are encouraged to book early with your manager to avoid disappointment. The Employer may have to refuse requests for holiday where it is detrimental to business needs.
- 12.7 The Employer will notify you of the days on which the Employer will be closed for compulsory holiday (*for example Christmas*) and you have to ensure that sufficient of your 24 days' holiday entitlement is reserved for these closure periods.
- 12.8 No more than 10 consecutive working days may be taken as holiday at any one time in each holiday year.
- 12.9 To comply with the law, holidays must be taken in the holiday year to which they relate. No carry-over or payment in lieu of holiday not taken will be permitted.
- 12.10 The Employer may require you to take holiday at times appointed by the Employer if the Employer considers that continued working may pose a danger to the health and safety of others and/or yourself.

13. **Sickness policy**

In all cases of absence from work through illness or injury the following rules MUST be observed:

- 13.1 Wherever practically possible, you, or if you are not well enough, someone on your behalf, must telephone your manager or a director, as early as possible, to report that you will not be able to attend work that day, and give a reason (ie sickness). If possible you, or the person phoning on your behalf, should try to give an anticipated duration of absence. If you are not able to return the next day, or after the period you anticipated, you must keep the Employer regularly informed.
- 13.2 Immediately following your return to work after a period of absence of less than 7 days (including non working days such as weekends and Bank Holidays) you must confirm in writing to your manager the dates of and reasons for your absence, including details of sickness on non-working days, as this is information required by the Employer for calculating Statutory Sick Pay (SSP) entitlement.
- 13.3 If you are absent from work due to sickness or injury for more than 7 days (including non working days) you must provide the Employer with a medical certificate (ie a sick note from your doctor) on the eighth day of sickness or injury. After that medical certificates must be provided to the Employer to cover all time away from work until your return.
- 13.4 You will receive no pay during the first 3 days of your sickness absence from work. After this time and as long as you comply with the sickness reporting arrangements set out above, you shall be entitled to be paid SSP for the 4th

qualifying day (such days being those you are normally required to work but have been unable to so due to your illness/injury) onwards until you become well again, your contract is terminated or the maximum payment period has been reached as set out in the Social Security Contributions and Benefits Act 1992 and Regulations made under this legislation. Any additional or alternative payment of your wages/salary is only at the Employer's discretion.

- 13.5 If you are away from work for a period of time exceeding 4 weeks (or if records show that you have been frequently away for a day or two at a time) it will be necessary for the Employer to obtain further information about your medical condition (ie more than the limited information contained on your medical certificate). You agree that, if required by the Employer, you will attend a medical or other appropriate examination by a doctor or other medical specialist, so that a report on your condition can be obtained. You also agree that you will consent to that doctor or medical specialist, who may or may not be your own doctor, obtaining access to your medical records from your own doctor. The Employer will pay any expenses incurred in obtaining the report. It may later be necessary to obtain a further updated report from the same doctor or medical specialist, or another, and you agree to co-operate again. This medical information will only be obtained with your consent and for good reason, and you will be shown any letters written by the Employer to the doctor or medical specialist, and their responses/reports. A director of the Employer will then discuss the content of the report with you.

14. **Other time off**

- 14.1 This is time off work required by you for reasons other than holidays, sickness/injury or in exercise of any of your leave rights under legislation. You will only be permitted to take other time off work with the Employer's permission. Any requests for other time off work will only be granted at the Employer's discretion and will be unpaid.
- 14.2 The Employer will comply with the law at all times in respect of statutory maternity, paternity and adoption leave rights and other parental rights. Details of such rights can be obtained from your manager or a director of the Employer.

15. **What we expect from you**

- 15.1 You must comply with all reasonable and lawful instructions and requests of your manager or a director of the Employer and follow the rules and procedures that the Employer has in place and may be issued from time to time.
- 15.2 You must devote your whole time, attention and abilities to your duties during your working hours and take all reasonable steps to preserve and protect the Employer's property, goodwill and reputation.
- 15.3 You must report to any director or manager when required.