

CONTRACT OF EMPLOYMENT: STATEMENT OF MAIN TERMS

This contract along with the company handbook sets out the particulars of the main terms on which timeware UK Ltd, 3 Fieldhouse Road, Rochdale, Lancashire, OL12 0AD employs:

Name

under the Employment Rights Act 1996.

COMMENCEMENT DATE

Your employment began on ??. No previous employment counts as part of your period of continuous employment.

JOB TITLE

You are employed as an ?? and your duties will be as advised in your job description. Your duties may be modified from time to time to suit the needs of the business.

PROBATIONARY PERIOD (APPLICABLE TO NEW EMPLOYEES ONLY):

You join us on an initial probationary period of 12 months. During this period your work performance and general suitability will be assessed and, if it is satisfactory, your employment will continue. However, if your work performance is not up to the required standard, or you are generally unsuitable, we may either take remedial action (which may include the extension of your probationary period) or terminate your employment at any time. We reserve the right not to apply our full contractual capability and disciplinary procedures during your probationary period.

JOB FLEXIBILITY

It is an express condition of employment that you are prepared, whenever necessary, to undertake alternative duties within our business. This flexibility is essential for operational efficiency as the type and volume of work is subject to change.

PLACE OF WORK

You will normally be required to work at timeware UK Ltd, 3 Fieldhouse Road, Rochdale, Lancashire, OL12 0AD. You will not be required to work outside the United Kingdom.

MOBILITY

Although you are usually employed at one particular site, it is a condition of your employment that you are prepared, whenever applicable, to work from any other location that may be required. This mobility is essential to the smooth running of our business.

HOURS OF WORK

Your normal hours of work are ?? hours per week, ?? am. to ??pm. Monday to Friday, with a 60 minute unpaid break each day. You may be required to work overtime when authorised and as necessitated by the needs of the business.

REMUNERATION

Your salary is currently £?? per annum (pay band ?), payable monthly by BACS on the ??. Should this day fall on a weekend or bank holiday, you will be paid on the nearest working day.

If you are overpaid for any reason, the total amount of the overpayment will normally be deducted from your next payment, but if this would cause hardship, arrangements may be made for the overpayment to be recovered over a longer period.

SHORTAGE OF WORK

If there is a temporary shortage of work for any reason, we will try to maintain your continuity of employment even if this necessitates placing you on short time working, or alternatively, lay off. If you are placed on short time working, your pay will be reduced according to time actually worked. If you are placed on lay off, you will receive no pay other than statutory guarantee pay.

ANNUAL LEAVE AND PUBLIC / BANK HOLIDAYS

Your holiday year begins on 1st August and ends on 31st July each year. You will receive a paid annual leave entitlement of 20 working days during a complete holiday year (entitlements are pro-rata for part time employees). In your first holiday year your annual leave entitlement will be proportionate to the amount of time left in the holiday year.

In addition to the annual holiday entitlement, you will be entitled to 8 public/bank holidays days per year (entitlements are pro-rata for part time employees) with pay. However, because of the nature of our business you may be required to work public/bank holidays, and it is a condition of employment that you work on these days when required to do so. If you are required to work on any of these days, you will be given an alternative day and a half of leave in lieu.

Particulars of any terms and conditions relating to annual leave and public/bank holidays, can be found in the timeware company handbook.

SICKNESS ABSENCE AND PAY

You must notify the Managing Director/HR by telephone on the first day of absence before 8.30am. Other than in exceptional circumstances notification must be made personally. Text messages and e-mails are not accepted as a method of notification.

Particulars of any terms and conditions relating to incapacity for work due to sickness or injury, including any provision for sick pay, can be found in the timeware company handbook.

DISCIPLINARY / CAPABILITY RULES & PROCEDURES

Should you be dissatisfied with any capability/disciplinary decision, you should apply in writing to Michelle Connolly, HR representative within five working days of the decision you are complaining against.

Subsequent steps in the firm's disciplinary and grievance procedures are set out in the timeware company handbook.

GRIEVANCE PROCEDURE

Should you feel aggrieved at any matter relating to your employment, you should raise the grievance in writing to Michelle Connolly, HR representative.

Subsequent steps in the firm's disciplinary and grievance procedures are set out in the timeware company handbook.

NOTICE OF TERMINATION TO BE GIVEN BY EMPLOYER

One month

NOTICE OF TERMINATION TO BE GIVEN BY EMPLOYEE

One month

PAY IN LIEU OF NOTICE

We reserve the contractual right to give pay in lieu of all or any part of the above notice by either party.

PENSION AND PENSION SCHEME

When required, we will operate a contributory pension scheme to which you will be auto enrolled into (subject to the conditions of the scheme). Further details are available from HR.

SIGNATURE:

For and on behalf of the Employer

DATE:

I acknowledge receipt of this Contract and confirm my agreement to the above terms and conditions.

SIGNATURE:

Employee

DATE: