

STUART CALLAGHAN SURVEYORS LTD

STATEMENT AND TERMS OF EMPLOYMENT

Written Statement of Employment Particulars

THIS AGREEMENT dated 17th July 2017 is made BETWEEN: -

Stuart Callaghan Surveyors Ltd, 3 Saxon Lane, Belton, Doncaster, South Yorkshire DN9 1SZ;
and **Roberto Perez Jimenez**, 1 Beech Lawns, Woodside Park, London, N12 9PP

This Statement, together with the Employee Handbook, forms part of your Contract of Employment and sets out particulars of the terms and conditions of your employment. This contract is in accordance with the requirements of section 1 of the Employment Rights Act 1996.

You should retain this statement, and you are asked to sign the enclosed copy to confirm your agreement that the particulars contained in this statement accurately represent terms of your contract of employment. You should then return the copy, which will be kept, on your personal file, to the Office Manager.

The terms and conditions of your employment with this Company are in accordance with (and subject to) the Company Rules and Procedures.

1. EMPLOYMENT

As a condition of your employment certain personnel will be required to become safety critical assessed and undergo any examinations/tests required for competence certificates.

In this document, which becomes effective from **01.05.17**, Stuart Callaghan Surveyors Ltd (herein after referred to as the Company) gives you particulars of the terms and conditions of your employment including those required by statute.

The following Contract of Employment does not affect your service entitlement with regards to the following items:

- i) Holiday entitlement
- ii) Sickness benefit. Benefit is deemed to commence from the date of your first employment with the Company
- iii) All training certificates and medical records are to be continued from your first date of employment with the Company.

2. JOB DEFINITION

Your job title is **Junior Monitoring Engineer** and you report to Stuart Callaghan, Managing Director of the Company.

You will be issued with a job description outlining the duties associated to your post and this may be updated from time to time.

Your normal place of work is 3 Saxon Lane, Belton, Doncaster, North Lincolnshire.

You may be required to work at different places in accordance with Company requirements.

If using your own car to undertake work related travel you are required to ensure that you have adequate insurance cover for business use.

3. SALARY

Your salary is £18,000 per annum.

You agree that the Company may deduct from any salary or other payment due to you any amount owed by you to the Company after consultation and agreement by both parties. This is an express written term of your contract of employment.

4. PAYMENT PERIOD

You will be paid monthly on the last Friday of every month. Any enhancements or other monies due to you will normally be paid at the same time.

5. METHOD OF PAYMENT

Your salary will be paid by credit transfer to a personal account with a bank or building society approved by the Company and operating credit transfer facilities.

6. SALARY REVIEW

Your salary will be revised in accordance with the Company's pay award review and the successful completion of your initial 6 month contract. Additionally you will be eligible for a performance review related increase annually. The review will take into account your performance in your job in the preceding 12 months, the assessment and valuation of which will be made in such manner and to such extent as may be determined by the Company from time to time.

7. OVERTIME, EXPENSES ETC.

Overtime will be paid at time and half in accordance with your agreed annual salary. All overtime worked by you will be paid once the Managing Director has agreed authorisation of all timesheets submitted by you.

Expenditure reasonably and necessarily incurred by you in the performance of your duties will be reimbursed by the Company subject to such guidelines as may be issued by the Company from time to time.

8. HOURS OF DUTY

You will be scheduled to work 40 hours per week but may be scheduled and required to work additional hours in any week according to operating circumstances. The days of the week on which you may be required to work and the number of working hours within each working day may vary or be changed periodically depending upon the particular requirement of your post.

For the purposes of the Working Time Regulations 1998, it is not intended that you will be required to work on average in excess of 48 hours per week. However, you agree to work in excess of an average of 48 hours per week should the Company require you to do so. If you wish to terminate your agreement to opt out of the 48 hour average limit, you are required to give the Company three months' written notice of your intention to do so.

9. ANNUAL LEAVE ARRANGEMENTS AND ENTITLEMENTS

Annual leave entitlement is set at 20 days per annum, three of which must be held back for the Christmas period (unless required to work).

You will be paid at your full basic rate for all holidays, including public holidays, taken within the holiday allowance limits specified under holidays, subject to the other conditions specified there being complied with.

Upon termination of your employment any unused holiday entitlement will be required to be taken during your notice period. On the termination date of your employment any accrued but untaken holiday will be paid on a pro-rata basis in proportion to each complete month of service in the holiday year prior to such termination.

Holiday conditions:

- Requests for over 10 days of holiday at any one time will require special consideration by the Managing Director
- Holiday entitlement not taken in one holiday year may not be carried over to the next
- All annual holiday must have prior approval and authorisation from your Line Manager. If too many employees from the same work area require the same holiday dates which, if granted would impair the efficiency of the operation, holidays may be granted on the basis of first request, first granted.
- You are required to give your employer twice as much notice as the leave you require i.e. one week's holiday would require two weeks notice.
- All holiday requests should be submitted on a Holiday Request Form and confirmed with your Line Manager before bookings are made with holiday companies.

The Company's holiday year runs from April 1st to March the 31st.

10. BANK HOLIDAYS AND PUBLIC HOLIDAYS

A total of 8 days Bank/Public Holiday/associated days leave with pay is granted annually. If required to work on any of these days you will be granted leave in lieu on a day or days to be mutually agreed.

11. MEDICAL EXAMINATION, REFERENCES AND PROBATIONARY PERIOD

Your continued employment by the Company is conditional on passing a medical assessment which may include medical examination, screening for prohibited drugs and hearing and eyesight tests carried out by a person authorised by the Company. It is also conditional upon the Company receiving satisfactory character references prior to commencement and upon you completing a six-month probationary period.

The first six months of your employment with SCS Ltd is known as the Probationary period.

Your performance and suitability for continued employment will be reviewed throughout your probationary period. If it is discovered that your performance, abilities, skills or approach to the job fall significantly short of the required level, then your employment may be terminated without notice in the first month of employment and thereafter with one week's notice.

In the event that your progress has not met Company expectations the Probationary Period may be extended by a further three months. The reasons for such an extension period will be given, as will every support to help you achieve them. The Probationary period will not be extended a second time and if you have still not made the progress required your employment will be terminated, with the appropriate notice given.

Non PTS personnel exempt.

12. SCREENING FOR ALCOHOL AND PROHIBITED DRUGS

At any time whilst on duty or on the Company's premises for the purpose of taking up duty you will provide on request by a person authorised by the Company a specimen of breath and/or

urine for the purpose of screening for alcohol and prohibited drugs. Any failure to comply will be a disciplinary offence which will normally result in dismissal.

This agreement constitutes your consent to the conclusions of any screening referred to above being passed to the Company by any authorised person.

Non PTS personnel exempt.

13. HEALTH AND SAFETY

The Company Health & Safety Policy is detailed in the Company Employee Handbook which will be issued to you on commencing employment with the Company. In order to comply with the Company Health & Safety rules you are required to take such steps as are reasonably practicable for your own health and safety and that of your working colleagues and those affected by your work. You must make use of all safety clothing and equipment and must co-operate with management in all respects for full implementation of the Company Policy.

14. SAFETY CLOTHING

Safety clothing is issued and must be worn by certain employees engaged in safety related activities. Fuller details will be issued to those employees concerned.

15. ACCIDENT, SICKNESS, INJURY OR MATERNITY

Your terms and conditions relating to incapacity for work due to sickness or injury and sick pay (SSP) are set out in the Company Employee Handbook. The company maternity pay is not payable to new entrants until twelve months of employment has been completed.

If you are absent through sickness or injury, you must comply with the Company's requirements for reporting your absence on the first day by contacting your Manager before 9am. Throughout any period of absence you must keep the Company regularly informed of your progress and of the period you are likely to remain away from work. Any unauthorised absence will be regarded as a disciplinary matter.

For any absence for sickness or injury you will be required to complete the Company's self-certification upon return to work. If your absence exceeds, or is likely to exceed, seven days, you must consult your doctor and obtain a Form Med 3 expressing his or her view of the reason for your absence from work.

The Company only pay's Statutory Sick Pay (SSP) and this is in accordance with the rules and regulations issued by the Department of Works & Pensions (DWP).

The Company reserves the right to require an employee to see an appointed doctor where they are absent from work due to illness or have many regular absences. The Company will incur the cost. This is an express written term of your contract of employment.

In the event of an accident/incident/near miss occurring, you or someone acting on your behalf must comply with the Company Accident Reporting Procedure.

In the event of an accident at work involving personal injury however minor details must be reported to your immediate Supervisor or Manager as soon as possible thereafter. You should also take note of and report all accidents you witness that occur to employees, contractors' employees or members of the public as a result of the Company actions.

In the event that you shall be incapable of attending to your duties by reason of injuries sustained wholly or partly as a result of actionable negligence, nuisance or breach of any statutory duty on the part of any third party. All payments of sick pay made to you by the Employer shall to the extent that compensation is recoverable from the third party constitute loans by the Employer to you which shall be repaid together with an amount equal to the tax and national insurance

contributions payable on such payments when and to the extent that you recover compensation for loss of earnings from the third party by action or otherwise.

16. PENSIONS AND PENSION SCHEMES

The Company has arranged access to a Stakeholder Pension Scheme with Scottish Equitable, which you are entitled to join after three months service. Details and information can be supplied by your Manager.

The Company does not hold a Current Contracting Out Certificate issued under the Social Security Pensions Act 1975 in respect of this employment.

17. NOTICE

Except in the circumstances set out in paragraph 19 below you are entitled to receive notice as follows to terminate your contract of employment:

Less than one months employment	No notice
One months but less than two years employment	One weeks notice
Two years but less than 12 years employment	One weeks notice for each year of continuous employment
Twelve years or more employment	Twelve weeks notice

You may terminate your contract of employment by giving four weeks notice in writing (including the day of notice) expiring at any time. In the event of you leaving the Company's employment without giving the required four weeks notice any pay due in respect of any incomplete week will be recovered from your final wage.

The Company reserves the right to terminate your employment without notice for Gross Misconduct as detailed in the Company Disciplinary Procedure.

The Company may, at its absolute discretion, require an employee not to attend their place of work for the duration of their notice period and may, at its discretion, relieve them of some or all of their contractual duties during that period.

18. DISCIPLINARY AND OTHER RULES

As a condition of your employment you are subject to and are required to conform with the Company Rules & Regulations which may for the time being be in force and applicable, and to become thoroughly acquainted with those rules and regulation relevant to your work.

An employee receiving three disciplinary warnings in writing will be dismissed at the fourth offence without further recourse with the exception of offences listed in section 2 below.

1. The Company disciplinary procedure includes provision that management may at any time
 - i) Dismiss without notice or
 - ii) Suspend from duty and after enquiry dismiss without notice or
 - iii) Suspend from duty as a disciplinary measure
 - iv) Suspend from duty if unable to work
2. An employee for certain offences including:
 - a) Failure to comply with the Company's Drugs and Alcohol Policy

- b) Failure of an initial / periodical medical assessment
- c) Failure of a PTS initial / periodical re-certification assessment
- d) Disobedience of orders
- e) Misconduct or negligence
- f) Absence from duty without leave

An employee so dismissed forfeits any rights to notice and also any right to salary for any period subsequent to dismissal or suspension from duty prior to dismissal as the case may be.

Any employee suspended from duty pending enquiry and not exonerated if not dismissed may as part of the punishment awarded be deprived of any or all salary accruing in respect of the period of suspension as the Company consider just and reasonable.

Any employee suspended from duty as a disciplinary measure forfeits any right to salary for the period of suspension. Except in cases of a minor character, i.e. those cases that are not recorded on the service record, an employee shall have the right of appeal to the appropriate superior officer of the Company against the punishment to be inflicted and/or interpretation of the facts of the case.

Employees are expected to carry out the duties in a safe workmanlike manner and observe all Standards of Safety and Procedure.

Poor timekeeping will be awarded with a verbal warning after which if the offence continues a written warning will be given together with an appropriate adjustment to salary.

Any employee found or seen to be using company vehicles outside of company working hours or for private and personal use is considered gross misconduct and could lead to dismissal without notice. Company vehicles are only provided for the use of business purposes only.

19. CONFIDENTIALITY OF INFORMATION

You must not during the period of your employment divulge to any outside body any trade secrets, confidential information, research, product knowledge, pricing lists, production methods and details of business connections including that which you have introduced to the company during your employment.

As an employee of the company you will acquire and become possessed of and will have access to the Company's and its subsidiaries and group companies trade secrets, confidential or proprietary information or trade secrets concerning the operations, future plans or business methods of the Company or the Group, including without limitation, customer information and pricing information, suppliers of both goods and services and all other such information which will come into your possession (or which will come to your notice) during and as a result of your employment by the company. Disclosure of such information, except in the proper course of your employment, can and will be seriously damaging to the interests of the company and its subsidiaries and group companies.

Any breach of confidentiality by you will be deemed to be a material breach of your contract or employment and will render you subject to disciplinary action.

You hereby undertake that you shall not either during the period of your employment with the company or at anytime thereafter:

- Divulge or disclose to another (except as required by the terms and nature of your appointment by the company or as otherwise authorised by the company) in any form or manner whatever either directly or indirectly, any such confidential information
- Use for your own purposes or for any purposes other than those of the company such confidential; and

- Through any failure to exercise all due care and diligence cause any unauthorised disclosure of such confidential information

The restrictions in the above paragraph shall cease to apply to information or knowledge which may (otherwise than through your default) become available to the public generally.

All notes, print-outs, memoranda, records, computer software and writing made, received, acquired or generated by you and all copies thereof relating to the business of the company and its subsidiaries and group company's shall be and remain the property of the company and its subsidiaries and group company's and shall be delivered by you to the company forthwith upon request and none shall be retained by you at the termination of your employment with the company.

You should not publish literature deliver any lecture or make any communication to the Press, Radio or Television relating to the Company's business or to any matters with which the Company may be concerned.

20. TRADE UNION MEMBERSHIP

The Company recognises certain Trade Unions for the purposes of negotiation and consultation for defined grades or categories of employees. Employees are not obliged to be members of these or any other Trade Unions. However all members of staff are free to join a Trade Union of their choice.

21. WORKSAFE PROCEDURE

The Company recognizes the need to provide a process giving every member of staff the right to refuse to work on the grounds of Health and Safety. SCS Ltd Worksafe Procedure is documented as form SCS059 in the Procedural Manual and published in the Company's Health and Safety Booklet, which is issued to all staff on induction into the Company.

22. GRIEVANCE PROCEDURE

If you have any grievance relating to your employment you have the right to submit an application to the Management. If you are dissatisfied with a decision given you may appeal in writing to a third party mediator to be appointed by the Company.

23. EQUAL OPPORTUNITIES

You are required without exception to act in the spirit of the Company Equal Opportunities/Harassment policies at work.

25. LAY OFF

We strive to provide work for all employees and will do all in our power to continue to do so. However, there may be occasions when this is not possible and we experience a shortage of work in general or in specific areas. When such a shortage occurs we will seek to reduce overtime to a workable minimum and restrict recruitment where appropriate. In addition we will seek to provide alternative work where possible.

Where the above actions are neither viable nor available then it may be necessary for you to be laid-off from work without pay. In such circumstances the appropriate statutory provisions will be applied.

At all times the over riding considerations will be the future viability of the organisation.

26. GENERAL OBLIGATIONS DURING EMPLOYMENT

- 26.1 During your normal working hours and at such other times as may reasonably be required of you, you shall devote the whole of your time, attention, skill and abilities to the performance of your duties under this Contract and shall act in the best interests of the Employer.
- 26.2 Outside your normal hours of work, you shall not be entitled to be employed by, work for and/or be engaged by other parties of a paid or unpaid nature; unless you obtain prior written consent from the Employer. Such consent shall not be unreasonably withheld, delayed or withdrawn.
- 26.3 Save in the proper performance of your duties and subject always to sub-clause **26.5**, you shall not, at any time, use, copy, disclose, communicate and/or publish or enable or cause any person to become aware of and/or use, copy, disclose, communicate and/or publish any confidential information which you receive or obtain during the course of or as a result of your employment with the Employer.
- 26.4 Save in the proper performance of your duties and subject always to sub-clause **26.5**, you shall not, either during your employment or after its termination, make any statement or give any interviews to the media in relation to the Employer or any of its employees, members or workers without the prior written consent of the Employer.
- 26.5 The obligations contained in sub-clauses **26.3** and **26.4** shall not apply to: -

- any information which you are ordered to disclose by a court or tribunal of competent jurisdiction or otherwise required or permitted to disclose by law; and

Any information which is (otherwise than as a result of your breach of sub-clauses **26.3** or **26.4**) available to the public generally.

- 26.6 You agree that you shall, whenever requested by the Employer and in any event on the termination of your employment, promptly return to the Employer all property belonging to the employer in your possession, custody or control. You acknowledge and agree that, on termination of your employment, you shall not be entitled to retain and shall not retain any property.
- 26.7 The Employer foresees that, during the course of your employment, you may create, originate, conceive, discover, design, develop and/or make works in or relating to which there may be intellectual property rights. Subject to the provisions of the Patents Act 1977, all intellectual property rights in or relating to all or any works made during the course of your employment shall belong to and is the absolute property of the Employer.
- 26.8 You are required to inform the Employer if you are offered and/or receive any gifts or hospitality in connection with your work for the Employer. The Employer reserves the right to require you to refuse any such gifts or hospitality and/or to return them.
- 26.9 The provisions of sub-clauses **26.2 – 26.7** above shall continue to apply following the termination of your employment, howsoever arising, without limitation in point of time.

27. RESTRICTIVE COVENANTS

You undertake that you shall not for a period of 6 months after the termination of your employment directly or indirectly, on your own behalf or on behalf of any other person, firm or company, in connection with any business which is or is intended or about to be competitive with the business:

(in any capacity whatsoever and whether directly or indirectly) for a period of 6 months after termination of your employment with the Company canvass, solicit or seek business or orders for goods or services of the kind supplied by the company from any customer, person, firm, body corporate or clients of the Company with whom you have had dealings in the 12 months prior to the termination of your employment provided that references to customers, clients or suppliers shall only refer to the customers, clients or suppliers with whom you have had personal dealings

(in any capacity whatsoever and whether directly or indirectly) for a period of 6 months after termination of your employment with the Company, canvass, solicit or seek to entice away from the Company any employees of the Company in a senior managerial, technical, supervisory, sales or marketing role with whom you had a working relationship during the 12 months prior to the termination of your employment.

Each of the above sub-clauses of this clause constitutes and entirely separate and independent restriction. You acknowledge and agree that the duration, extent and application of the respective restrictions in this clause are no greater than is reasonable and necessary for the protection of the interest of the Company, but that, if any such restriction be a Judge by any Court of competent jurisdiction to be void or unenforceable, but would be valid if part of the wording thereof were deleted and/or the period thereof were reduced, then such restriction shall apply within the jurisdiction of the Court with such modifications as may be necessary to make it valid and effective.

28. WORKING ARRANGEMENTS AND RULES

All working arrangements consulted, agreed and notified to you also form part of your contract of employment.

29. DATA PROTECTION

By signing this statement you are consenting to the holding and processing by the Company of personal data (including where appropriate sensitive personal data) relating to you for the purposes of personnel or pensions, administration, employee management or compliance with any laws or regulations applicable to the Company and its business. The information, which we hold, will be checked with you from time to time to ensure that it remains up to date. If your personal circumstances do change at any time you should inform the Manager accordingly. This will ensure that the information remains accurate.

30. OFFICE EQUIPMENT

Access to equipment and technology including the Internet is provided for the purpose of carrying out your duties and not for personal use.

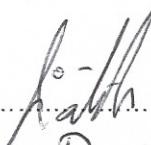
31. VARIATION OF TERMS AND CONDITIONS

The Employer reserves the right to make reasonable changes to the terms and conditions of any of these terms and conditions of employment and you will be notified in writing of such changes one month before they are implemented.

Such changes will be deemed to be accepted unless the Employee notifies the Company of any objection in writing before the expiry of the one-month notice period.

I, **Roberto Perez Jimenez** acknowledge that I have received a statement of the particulars of my employment as required by the Employment Rights Act 1996, and confirm my agreement that these constitute my Contract of Employment with the Company. I have read and understood the Company's Grievance, Dismissal and Discipline procedure.

Signed



Print

Roberto Perez Jimenez

Date

10/08/2017

(For and on the behalf of Stuart Callaghan Surveyors Ltd.)

Signed



Print

Stuart Callaghan

Date

10/8/17

(Employee)