

# **Standard Employment contract**

**SISRA Ltd**

**and**

**Bharat Bhushan**

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## SISRA Ltd Employment Contract 2017

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### Parties

SISRA Ltd	SISRA Ltd Egerton House 2 Tower Road Birkenhead Merseyside CH41 1FN (company number 06688090)
<b>Bharat Bhushan</b>	<b>54 Bidston Road Oxton CH4 6UW</b>

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## 1 Start Date

- 1.1 Your employment under this contract begins on **08/05/2017**. No period of continuous employment with any previous employer counts towards the calculation of your continuous employment.

## 2 Probationary period

- 2.1 The first 3 month(s) of your employment will be a probationary period.
- 2.2 Unless agreed beforehand and confirmed in your offer letter of employment, paid holidays will be accrued during the probationary period but are restricted until after your probation period is complete.

Any agreed holidays taken during your probation period will count towards your accrued holiday entitlement.

SISRA Ltd reserves the right to deduct overtaken holiday entitlement that has not accrued from your final pay.

- 2.3 During the first 4 weeks of the probationary period your employment may be terminated by 24 hours' notice by you and SISRA Ltd. After the first 4 weeks, your employment may be terminated by you and SISRA Ltd by 1 week's written notice. SISRA LTD reserves the right to extend your probationary period should it be considered necessary.

You will not be entitled to any paid Company sick pay during your probationary period.

## 3 Position Held

- 3.1 Your job title is **Quality Assurance Analyst**. Your normal work duties will be as detailed in your job description and will be explained to you by your manager.

SISRA LTD reserves the right to require you to perform other duties outside your normal work duties as the Company may reasonably require.

- 3.2 The person to whom you report is **Dominic Byrne, Head of Quality Assurance**

## 4 Working hours

- 4.1 Your employment is intended to be permanent and you will be expected to work 37.5 hours a week.

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- 4.2 Your normal hours of work will be between 09:00am to 05:00pm Monday to Friday (on occasion you may be required to work a flexible 7.5 hour working day between the hours of 08:00am to 05:30pm).

You will not be entitled to extra pay for working additional hours unless this has been previously agreed with your manager

## 5 Working Time Regulations

- 5.1 SISRA Ltd will not require you to opt out of Working Time Regulations 1998.

## 6 Work Place

- 6.1 Your normal place of work is SISRA Ltd, Egerton House, Birkenhead, Merseyside, CH41 1FN. You may be required on not less than one month's notice to be permanently employed at any other place within 10 miles of this location.
- 6.2 You may be required to travel on business for SISRA Ltd within or outside the United Kingdom eg Supporting Road shows, Training and attendance at Exhibitions, all of which may require consecutive overnight stopovers with some events requiring multiple nights away eg BETT which can be up to 4 nights. This may involve travelling outside normal business hours and at weekends and Bank or Public holidays.

## 7 Holidays

### Statutory Holiday Entitlement

- 7.1 Following successful completion of your probationary period and in addition to public holidays recognised in England & Wales, you will be entitled to 20 days Statutory Holiday accrued at 1.67 days for each calendar month of service in any 12-month period as defined in clause 7.5 below.
- 7.2 In addition to the Statutory Holiday entitlement contained in clause 7.1 you will be further entitled to 1 additional day's leave after 5 years continuous employment with SISRA Ltd, thereby increasing your Statutory Holiday entitlement to 21 days going forward. This becomes effective during any holiday year (as defined in clause 7.5 below) following the date of your 5th year employment anniversary and will be included in your Statutory Holiday Entitlement

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calculation.

## **Contractual Holiday Entitlement**

- 7.3 In addition to the Statutory Holiday leave entitlement referred to in clause(s) 7.1 & 7.2 you will be entitled to an additional Contractual Holiday entitlement of 3 days to be taken after 26th December and before 1st January. This is a Contractual Holiday entitlement and therefore does not form part of your Statutory Holiday Entitlement calculation and can be withdrawn at any time.
- 7.4 In addition to the Statutory Holiday leave entitlement referred to in clause(s) 7.1 & 7.2 and the Contractual Holiday Entitlement referred to in clause 7.3 and only after successful completion of your probationary period, you will be entitled to take your Birthday, or the nearest working day to your Birthday, as an additional one day's leave. This is a Contractual Holiday entitlement and therefore does not form part of your Statutory Holiday Entitlement calculation and can be withdrawn at any time.

## **Holiday Year**

- 7.5 Unless notified otherwise, the holiday year begins on 1st January. If you are not employed for a full holiday year, the Statutory Holiday allowance for that year shall be reduced on a pro-rata basis. Holiday allowance not taken within the holiday year cannot be carried forward and no payment in lieu of untaken holiday will be paid.
- 7.6 You must agree the dates and duration of all your holidays with your line manager in advance of taking any holiday. Due to the nature of our business, you will be expected to take your holidays during the standard schools holiday calendar. No more than 10 days holidays may be taken at any one time unless prior permission is obtained from your line manager. Any holiday entitlement must be taken at times convenient to the Company and a suggested period of four weeks' notice of intention to take holiday must be given to your line manager in advance of any holiday entitlement taken, including the Birthday Day.
- 7.7 If your employment is terminated during a holiday year and in that holiday year you have either not taken or exceeded your pro-rata Statutory Holiday allowance an appropriate adjustment shall be made at the rate of 1/260 of your annual salary for each day in excess or not taken. You are not entitled to payment of any untaken Contractual Holiday entitlement.

## **8 Remuneration and benefits**

- 8.1 Your annual salary is **£18,000** which will be paid monthly in arrears on or around the end of each calendar month (typically 28<sup>th</sup> of each month).
- 8.2 Your annual salary will be reviewed by SISRA Ltd in each year through a performance appraisal review which should take place each January.
- 8.3 You are not entitled to additional payment for hours worked in excess of your normal working hours.

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- 8.4 SISRA Ltd may deduct from your salary any sums owed by you to SISRA Ltd including but not limited to outstanding loans, advances, overpayments and excess holiday.
- 8.5 You shall be reimbursed reasonable expenses properly incurred by you in the discharge of your duties upon production to SISRA Ltd of satisfactory evidence of expenditure.
- 8.6 All rights or benefits provided by SISRA Ltd to you or your family which are not expressly referred to in this agreement are not contractual and may be varied or withdrawn at any time by SISRA Ltd without notice.

## 9 Sickness

- 9.1 Sick pay will be paid in accordance with the Company's Sickness and Absence policy as detailed in the handbook.
- 9.2 For all doctor's, dentist's or hospital appointments, SISRA Ltd will allow you a maximum of two (2) hours paid leave of absence to attend. Any times extending beyond two (2) hours will need to be taken from your holiday entitlement as either one half day or one full day holiday as appropriate.

## 10 Medical

- 10.1 SISRA Ltd reserves the right to require you to attend a medical examination by a doctor nominated by SISRA Ltd and at SISRA Ltd's expense.

## 11 Notice

- 11.1 Following successful completion of your probationary period SISRA Ltd may give you notice in writing to terminate your employment of not less than one week for the first year plus one week for each complete additional year of service (maximum 4 weeks). If you wish to terminate your employment you must give SISRA Ltd notice in writing of not less than four (4) weeks.
- 11.2 Instead of requiring you to work your contractual notice period SISRA Ltd may terminate your employment immediately on payment of a lump sum equivalent to the salary for the remaining part of your contractual period of notice.

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- 11.3 During your notice period SISRA Ltd may require that you stop performing some or all of your duties or you may be given other duties to perform. SISRA Ltd may also require you not to attend its premises. You will continue to be paid your salary for this period and shall continue to be bound by your obligations as an employee.
- 11.4 Your employment may be terminated without notice or payment in lieu of notice if:
- 11.4.1 you become bankrupt, have an interim receiving order made against you or make a composition or enter into any deed or arrangement with any of your creditors; or
  - 11.4.2 you become a patient under the Mental Health Act 1983; or
  - 11.4.3 you are disqualified from being a director by order of a court; or
  - 11.4.4 you commit an act of gross misconduct or a repeated or material breach of an obligation in this agreement.

## 12 Examples of gross misconduct

- 12.1 The following list gives examples of behaviour which amount to gross misconduct and for which you may be dismissed without notice or payment in lieu of notice following a full investigation. This list is not exhaustive:
- 12.1.1 dishonesty;
  - 12.1.2 falsification of SISRA Ltd records;
  - 12.1.3 violent, abusive or intimidating conduct;
  - 12.1.4 sexual, racial or other harassment or bullying;
  - 12.1.5 deliberate damage to SISRA Ltd property;
  - 12.1.6 attending work under the influence of alcohol or drugs;
  - 12.1.7 rudeness to customers/clients;
  - 12.1.8 refusal to obey reasonable orders or gross insubordination;
  - 12.1.9 serious negligence;
  - 12.1.10 a serious breach of SISRA Ltd health and safety rules;
  - 12.1.11 any action likely to bring SISRA Ltd into disrepute;
  - 12.1.12 inappropriate use of SISRA Ltd Internet and e-mail facilities;
  - 12.1.13 providing misleading information on an application form;

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12.1.14 unauthorised use or disclosure of SISRA Ltd confidential information.

## 13 Suspension

13.1 You may be suspended from work pending an investigation into an allegation of misconduct by you. Suspension does not amount to disciplinary action at this stage and will normally be paid. SISRA Ltd will aim to keep any period of suspension to a minimum. If you are suspended, you may not enter SISRA Ltd premises or contact staff who may be witnesses in any investigation without the permission of SISRA Ltd. Failure to obey any conditions attached to your suspension will be treated as a disciplinary matter in itself.

## 14 Policies

14.1 You shall comply with the policies adopted by SISRA Ltd and notified to you.

## 15 Confidentiality

15.1 Confidential information means all proprietary information relating to SISRA Ltd's trade secrets, operations, processes, plans, intentions, product information, know-how, design, software code (including source and executable code), developers concepts, designs, plans and models, market opportunities, transactions, affairs and/or customer information and customer information proprietary to customers.

15.2 You shall not use or disclose confidential information without the written consent of SISRA Ltd unless and in each case only to the extent that:

15.2.1 the confidential information is lawfully known to you independently;

15.2.2 the confidential information is in, or comes into, the public domain other than as a result of wrongful use or disclosure by you;

15.2.3 disclosure is required by law or regulatory authority.

15.3 The obligations in this confidentiality clause continue whether or not this agreement is terminated and without limit in time.

## 16 Intellectual property

16.1 Intellectual property means SISRA Ltd's copyright, database right, domain names, registered and unregistered design right, goodwill, know-how, moral rights, patents, registered and unregistered trademarks and all other industrial, commercial and intellectual property rights existing in any jurisdiction and all rights to apply for these.

16.2 In accordance with the Patents Act 1977, the Registered Designs Act 1949 and the Copyright,

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Designs and Patents Act 1988 intellectual property created by you or in the discovery or creation of which you participate and which is capable of being used in or relates to SISRA Ltd's business is the property of SISRA Ltd.

- 16.3 If you discover, create or become aware of any new intellectual property you shall immediately inform the Board of the full details and shall on request and at the expense of SISRA Ltd give and supply all information, data, drawings and assistance to enable SISRA Ltd to exploit the intellectual property to the best advantage. If requested by SISRA Ltd at its expense you shall do everything necessary to vest the rights of that Intellectual Property in SISRA Ltd (but without receiving payment).
- 16.4 You irrevocably and unconditionally waive all moral rights as defined in the Copyrights, Designs and Patents Act 1988 in relation to the intellectual property which is, under the terms of this agreement the property of SISRA Ltd.
- 16.5 If you make or discover or participate in the making or discovery of any intellectual property during your employment but which is not the property of SISRA Ltd, SISRA Ltd shall have the right to acquire your rights in the intellectual property within three months after the disclosure to SISRA Ltd on fair and reasonable terms subject only to the provisions of the Patents Act 1977.
- 16.6 You irrevocably appoint (and agree to appoint) SISRA Ltd as your legal representative to execute in your name and on your behalf any documents and generally to use your name and act for the purpose of giving SISRA Ltd (or its nominee) the full benefit of the title to intellectual property created or discovered by you, or in the creation or discovery of which you participated. A certificate in writing from a director or from SISRA Ltd's secretary that an instrument or act falls within the authority conferred by this clause shall be conclusive evidence that it is the case.
- 16.7 Rights and obligations in respect of intellectual property, which is made or discovered during your employment, shall continue in force after the termination of your employment for whatever reason.

## **17 Data protection**

- 17.1 During the course of your employment and after its termination SISRA Ltd will have to hold personal information concerning you that is relevant to your employment. Some of this information may be sensitive personal data as defined by the Data Protection Act 1998.

## **18 Outside interests**

- 18.1 Unless you have obtained prior written consent from SISRA Ltd, you shall not during your employment directly or indirectly engage in or acquire an interest in another business. SISRA Ltd may refuse to consent where SISRA Ltd considers this may conflict with the business interests of SISRA Ltd or may adversely affect your ability to properly discharge your duties to SISRA Ltd.

## **19 Disciplinary and grievance procedures**

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19.1 The disciplinary and grievance procedures do not form part of your contract of employment.

### **20 General**

20.1 SISRA Ltd reserves the right to make reasonable changes to any of the Terms and Conditions of Employment detailed in this statement. You will be notified of minor changes of detail by way of general notice to all employees, and any such changes will take effect from the date of the notice or as otherwise stated. You will be given at least 1 month's written notice of any significant changes which may be given by way of an individual notice or a general notice. Such changes will be deemed to be accepted and agreed by you unless you notify SISRA Ltd in writing of any objection before the expiry of the notice period.

20.2 No collective agreements are incorporated within this agreement.

20.3 No third party has the right to enforce any provision of this agreement and the Contracts (Rights of Third Parties) Act 1999 shall not apply.

20.4 This agreement includes the principal statement of terms required under section 1 of Employment Rights Act 1996. In the event of any conflict in their terms, the terms of this employment contract shall prevail.

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I agree to the terms and conditions set out in this agreement and confirm that I have received or have access to the Employee Handbook.

Delivered as a deed on the date of this agreement.

Signed as a deed by **Bharat Bhushan**

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**Bharat Bhushan**

In the presence of

.....

Witness signature

.....

Witness name

.....

Witness occupation

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Witness address

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Executed as a deed by SISRA Ltd

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Terry Graham

Company Director

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Company Secretary