

ECHO-U LTD
Tyne House
26 Side
Newcastle upon Tyne
NE1 3JA
(THE “EMPLOYER”)

STATEMENT OF MAIN TERMS OF EMPLOYMENT – Fixed Term

In respect of

Chihe Lee

.....

STATEMENT OF MAIN TERMS

The information in this statement is correct at the date this statement has been signed by the Employer.

This statement of terms and conditions contains all those items of which the Employer is required to notify you under the Employment Rights Act 1996.

COLLECTIVE AGREEMENTS

No Collective agreements directly affect your terms and conditions of employment.

DURATION OF EMPLOYMENT

Subject to other provisions in this statement relating to termination it is the intention of the Employer that the duration of your employment is fixed term. It is anticipated that your contract will end on or before 24/12/2022.

COMMENCEMENT OF EMPLOYMENT AND CONTINUOUS SERVICE

Your employment with the Employer began on 31/10/2022. No period of previous employment counts towards your continuous service.

FALSE DECLARATIONS

It is important to understand the need for complete honesty in the disclosure of information that you provide us with – your personal information is protected through our confidentiality policy. However, failing to disclose relevant information that we may ask for, or providing deliberately misleading or incorrect information (e.g. regarding qualifications, age, health, job/character references, previous employment, work experience, etc) will be viewed as a serious breach of contract and may result in the termination of your employment.

PROBATIONARY PERIOD

You join us on an initial probationary period of up to six months (new employees). 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 considered to be generally unsuitable, we may either take remedial action or terminate your employment without recourse to the capability or if a conduct matters the disciplinary procedure.

EMPLOYEE TRAINING

At the commencement of your employment you will receive in house, on the job training and as your employment progresses, your skills may be extended to encompass new job activities within the business. It is a condition of your employment that you participate in any training deemed necessary by us, for you to reach required levels of attainment standards.

Specifically, during your employment: you may also have the opportunity to complete external training. These training courses when made available, may be chargeable to the employee or require reimbursement upon termination.

TRAINING AGREEMENT

Where the company funds any training, you will be required to sign a training agreement which allows us to recover the costs of the training on termination of your employment within specified timescales. The training agreement will be issued separately.

PERFORMANCE AND REVIEW

Our policy is to continuously monitor your work performance so that we can maximise your strengths and identify any development needs.

In the event that there is an allegation where an employee is suspected of misconduct or illegal activities in the workplace Echo-U reserve the right to allow our relevant client to be reasonably involved in any investigation that is deemed necessary. However, they would not be part of the final decision with regards to company policies. Should our client need to be involved in this process they reserve the right to notify the police of any illegal activity. Any data used as part of an investigation will be treated confidentially and in accordance with GDPR and security standards.

PLACE OF WORK

Your main place of work will be at or from the address specified at the top of this statement, and at any sites/locations where we conduct business. In the event that the Employer relocates its business elsewhere within reasonable daily travelling distance from that office you will be required to work from that new location. You will not be required to work outside of the United Kingdom.

You may be required to work temporarily in other locations from time to time as the Employer may reasonably require. In particular you may be required to work from the offices of a client for such periods as may be reasonably necessary to service the client's requirements.

You warrant that you are entitled to work in the UK without any additional approvals and will notify us immediately if you cease to be entitled to work in the UK at any time during your employment.

JOB TITLE AND DUTIES

You are employed as a **Customer Service Representative** and are to attend to all matters appertaining to the smooth running of Echo-U Ltd.

You must present yourself for work in a fit and proper condition for the work required.

You will be required to participate in any multi-skilling initiative which the Employer may introduce, including training others in your duties and/or being trained in theirs.

Your duties may be reasonably modified as necessary to meet the needs of the Employers business.

SALARY

Your salary is £^{19,760.00} per annum or such other amount as may be agreed from time to time.

Your salary is payable by credit transfer into your bank account, subject to normal statutory deductions as detailed on your pay statement.

Your salary is payable on the 25th day of the current month.

OTHER PAID LEAVE

Please refer to your Employee Handbook for any other paid leave which we provide to our employees.

DEDUCTIONS FROM PAY

The Employer reserves the right to make deductions from your salary or other sums due to you at any time throughout your employment and also from any final monies owed on termination of employment. Such deductions may be made, for example, in respect of:

- Recoupment of salary/wages advances;
- Payroll errors resulting in overpayment;
- Holiday taken over and above entitlement;
- Loans;
- Cash shortages, advances or other deficiencies;
- Cost incurred for assistance with professional qualifications.
- Damage to company property where this is as a result of your negligence
- Any loss to the company which is a result of your failure to follow rules, or procedures.
- Unreturned company property, including any uniform or PPE supplied to you.

This is not an exhaustive list.

These are expressed written terms of your contract of employment. You will be notified in advance and in writing of the total amount of any deduction to be made from your salary should this be necessary.

OVERPAYMENTS

If you encounter any problems with your pay, e.g. incorrect payment, under-payment, overpayment, incorrect deductions etc, then all such problems should in the first instance be raised with your Line Manager. Please note that in the event of an overpayment the excess payment will normally be deducted in full, from your next payment. You will be given advance warning of any such deduction and any individual hardship will be taken into account and may result in agreement for repayment over a longer period.

TIMEKEEPING AND ATTENDANCE

You must attend for work punctually and at the specified times. You are responsible for ensuring that you arrive for work early enough to enable you to begin work at your appointed start time. Your start time is the time you are expected to actually start work, not the time that you arrive.

We cannot operate with a high level of absenteeism as all absence for whatever reason reduces our efficiency. We will take a serious view if your sickness or absence is not genuine and you have continual or repeated absence. We will take disciplinary action where appropriate. On your return to work you will be invited to attend a return to work interview meeting to establish your well being.

HOURS OF WORK

Your normal hours of work will be 40 hours per week, flexible, as required by the needs of the business and the client's contractual requirements, worked between the campaign/department current operating hours detailed below:

Monday to Sunday between 8am and 9pm

Your hours of work may vary in accordance with business quirks: i.e. peak times, special projects, client's requests or campaign/department specific demands.

Your break entitlements are those in accordance with the current working time regulations with a 30-minute unpaid break for shifts of six hours or more duration, to be taken at a time which is consistent with proper and efficient manning levels and cover. Any additional breaks will be permitted at the discretion of your Manager.

You may be required to work additional hours when authorised and as necessitated by the needs of the Business. You may also be required to change your days and hours of work as necessitated by the needs of the Business.

For any additional hours worked, you will be paid at your normal rate of pay.

Application verbally or in writing can be made to your Employer for leave to attend medical appointments, funerals or family commitments. An application can be refused, if the Employer feels (at its absolute discretion) that such absence is not necessary. Appointments should be made outside of your working hours, where this is not possible, you must provide proof of the appointment, for example the appointment card or letter. Such appointments are unpaid unless the time is made up at a later date.

Any unexplained absence will not be paid and will be the subject of the disciplinary process.

HOLIDAYS AND HOLIDAY PAY

The holiday year runs from 1st April and ends on 31st March each year.

The full-time entitlement (37.5 hours per week) of 22 days paid holiday per annum will be deemed to accrue pro rata evenly from 1st April each year. On completion of 5 years continuous service at the 1st April, you will be entitled to 25 days paid holiday leave during a complete holiday year. In addition to the annual holiday leave you are entitled to 8 bank holidays or any other nominated days. In your first holiday year, your entitlement will be proportionate to the amount of time left in the holiday year. Your holiday entitlement will accrue at 1/260th for each completed day of service.

The company recognises the following public/bank holidays; 1st January, Good Friday, Easter Monday, 1st Monday in May, Last Monday in May, August Bank Holiday, Christmas Day and Boxing Day. Where Easter is a moveable feast and falls across two holiday years, your bank holiday entitlement will be adjusted accordingly.

Because of the nature of our business you may be required to work on any of the public bank holidays. If you are required to do so, the hours worked will be allocated as part of your contracted weekly hours meaning you will be paid at your normal rate. You will also be allocated time off in lieu at a later date.

Holiday pay will be calculated using the prior 52 weeks average pay (or an average of the prior week's worked, should 52 weeks service not have been accrued).

Bearing in mind the needs of the business and the holiday requirements of other members of staff, holiday may only be taken at a time by prior arrangement with the Employer. Applications for holiday must be made in line with the notice periods detailed in the holiday request procedure.

Applications will not be considered during busy periods of work. Limited availability for allocated holiday may differ at different periods of the year due to the needs of the business and the individual departments. No more than two weeks may be taken consecutively. However, application to vary this practice may be made to your Line Manager.

You may not carry holiday entitlement forward into successive holiday years without the Employer's prior written consent and you will not be entitled to pay in lieu of holidays not taken at the end of the holiday year.

You must not book holidays and or pay any deposits for holidays until your holiday request has been authorised. The Company will not be responsible for any financial commitment made by you prior to the authorisation of the holiday request.

You must not book holidays and or pay any deposits for holidays until your holiday request has been authorised. The Company will not be responsible for any financial commitment made by you prior to the authorisation of the holiday request.

In any holiday year in which you are not employed for a full year you will be entitled to holiday accrued during the part of the year during which you were employed, on a pro-rata basis. On termination of employment you will be entitled to pay in lieu of any holiday accrued, but not taken, calculated at, 1/260th of your full-time equivalent salary for each untaken day of your entitlement, and the Employer will be entitled to repayment in respect of any holiday taken but not accrued. The Employer reserves the right to make deduction from monies otherwise owing to you in respect of such repayment calculated at, 1/260th of your full-time equivalent salary for each excess day taken.

SICKNESS NOTIFICATION PROCEDURE

Irrespective of the length of absence, you must contact the company via the relevant absence line number to report the absence. This should be done by yourself, at least one hour prior to the start of your scheduled shift, giving the reason for your absence and how long you anticipate the absence will last. Notification by text message, email or via work colleagues is not acceptable.

Where you are unable to confirm a return to work date, you should contact us on a daily basis in order that the appropriate cover can be arranged.

If your incapacity extends to more than seven days, you are required to notify us of your continued incapacity once a week thereafter.

EVIDENCE OF INCAPACITY

Doctor's certificates are not issued for short term incapacity. If the period of absence is for seven continuous days or less, you must report to your Line Manager immediately upon return to work and complete a self-certification form (available on request from your Line Manager).

In the event of that absence exceeding seven continuous days, you must submit a medical certificate provided by your doctor as soon as possible. Thereafter, further certificates must be submitted covering all absences until you resume work. The Employer reserves the right to refuse to allow you to resume work unless you can provide a certificate from your doctor certifying your fitness to return to work.

Failure to notify absence or to satisfactorily complete a self-certification form or to provide a medical certificate as specified above could result in payment from the Statutory Sick Pay scheme ("SSP") being withheld and may result in disciplinary action being taken against you. For SSP purposes your normal working days will count as qualifying days.

You must notify the Employer of any state benefits other than SSP which you may receive during periods of incapacity.

Subject to the provisions of the Access to Medical Reports Act 1988, the Employer reserves the right to require you to submit to medical examination by a doctor nominated by the Employer whenever reasonably necessary in the interests of the business, whether or not during any period of incapacity.

In deciding whether your absence is acceptable or not we will take into account the reasons and extent of all of your absences, including any absence caused by sickness. We cannot operate with an excessive level of absence as all absence, for whatever reason, reduces our efficiency.

We will take a serious view if you take sickness/injury leave which is not genuine, and it will result in disciplinary action being taken.

Where the circumstances of your incapacity are such that you receive or are awarded any sum by way of compensation or damages in respect of the incapacity from a third party, then any contractual payments which may have been made to you because of the absence shall be repaid by you to us up to an amount not exceeding the amount of the compensation or damages paid by the third party and up to, but not exceeding, any amount paid by us.

There is no contractual sickness / injury pay scheme in addition to SSP.

If your pay during any period of incapacity is reduced/or if you are paid SSP only, the level of contribution in respect of your membership of the pension scheme may continue subject to the relevant pension scheme rules in force at the time of your absence.

PENSION SCHEME

We operate a contributory pension scheme into which you will be auto-enrolled, (subject to eligibility and conditions of the scheme). The scheme will enable you to save for your retirement using your own money, together with tax relief and contributions made by the Company.

The scheme fully complies with all pension scheme automatic enrolment legislation and will continue to meet the legislation as it changes in the future.

THIRD PARTY INVOLVEMENT

We reserve the right to allow third parties to chair any meeting, for example disciplinary, capability, grievance, this is not an exhaustive list. You agree to permit us to share any relevant sensitive data where it is necessary for the purposes of that hearing.

DISCIPLINARY PROCEDURE

Disciplinary rules applicable to your employment *do not* form part of your terms and conditions of employment and are contained within the Employee Handbook.

CAPABILITY PROCEDURE

The capability procedure applicable to your employment *does not* form part of your terms and conditions of employment and is contained within the Employee Handbook.

DISCIPLINARY/CAPABILITY APPEAL PROCEDURE

Should you be dissatisfied with any decision to take action or dismiss you on capability/disciplinary grounds, you should apply either verbally or in writing to the Managing Director, within five working days of the decision you are complaining against. Further information can be found in the Employee Handbook.

GRIEVANCE PROCEDURE

The grievance procedure applicable to your employment *does not* form part of your terms and conditions of employment and is contained within the Employee Handbook.

Should you feel aggrieved at any matter relating to your employment, you should raise the grievance with your Line Manager either verbally or in writing.

TERMINATION OF EMPLOYMENT

Your notice periods are as follows:

NOTICE OF TERMINATION TO BE GIVEN BY EMPLOYER

Under 1 month's service – Nil.

1 month up to 2 years of service – 1 week.

Over 2 years of service – 1 month.

5 years' service or more – 1 week for each year of service to a maximum of 12 weeks after 12 years.

NOTICE OF TERMINATION TO BE GIVEN BY EMPLOYEE

Under 1 month's service – Nil.

1 month up to 2 years of service – 1 week.

Over 2 years of service – 1 month.

5 years' service or more – 1 week for each year of service to a maximum of 12 weeks after 12 years.

Your resignation must be submitted in writing stating your reason for resignation.

The Employer may dismiss you without notice in the case of gross misconduct.

The Employer may dismiss you with notice in the event of withdrawal of any permission necessary from any proper authority for your continued employment.

PAY IN LIEU OF NOTICE

The Employer reserves the right to pay in lieu of notice. Where notice is a week or more than the statutory notice, you will be paid at your normal rate if you are in work, however, if you are absent from work and you are on nil pay or on a statutory rate of pay the commensurate rate of pay will be applied for the notice payment.

TERMINATION OF EMPLOYMENT WITHOUT GIVING NOTICE

If you terminate your employment without giving or working the required period of notice you will have an amount equal to any additional cost of covering your duties during the notice period not worked deducted from any termination pay due to you. You will also forfeit any contractual accrued holiday pay due to you over and above your statutory holiday pay if you fail to give or work the required period of notice.

OTHER EMPLOYMENT

You must devote the whole of your time and attention during your hours of work to your duties to the Employer. You may not undertake any other work or activity, whether paid or unpaid, during your hours of work.

You may not, whether during or outside your hours of work, undertake any work or activity, whether paid or unpaid, which is competitive or otherwise conflicts with the Employer's business or interests.

You may not, without the Employer's prior written consent, undertake any work for any other employer or any form of self-employment outside your hours of work. Consent will not be

unreasonably withheld in respect of work which does not conflict with the Employer's business or interests and which does not interfere with your fitness to perform your duties.

WORKING TIME REGULATIONS 1998

By signing this statement, you hereby consent to waive the prohibition on working more than 48 hours per week as set out in Working Time Regulations 1998. This provision does not constitute an obligation on you to work more than 48 hours per week and you may withdraw that waiver by giving three month's written notice to that effect.

In the event that you have the Employer's prior written permission to undertake work for third parties you must notify the Employer of the hours being worked from time to time in order to permit the Employer to comply with its obligations under the Working Time Regulations 1998, in recording hours of work.

The Employer reserves the right to reduce the number of hours work offered to you in order to ensure due compliance with the Working Time Regulation 1998.

POSITIVE WORK ENVIRONMENT

In order that the Employer may maintain a positive work environment for all employees, you must not engage in or permit any harassment, bullying or other unwelcome attention based on grounds of sex, sexual orientation, race or disability against any other person, whether or not an employee of the Employer, during the course of your employment or the performance of your duties.

DRESS AND PRESENTATION

Because of the nature of our business in which employees may come into contact with clients and other third parties, you are required to observe appropriate standards of dress, presentation, grooming and deportment at all times. You are required to wear smart casual attire, appropriate to your job role.

CONFIDENTIALITY

You must not except in the normal course of your duties disclose to any party not authorised to receive the same any secret or sensitive or confidential information relating to the business of the Employer or any of the Employer's clients or any other party to whom the employer owes a duty of confidentiality.

You must not except in the normal course of your duties remove any document or other thing containing any secret or sensitive or confidential information relating to the business of the Employer or any of the Employer's clients or any other party whom the Employer owes a duty of confidentiality and you will upon termination of your employment or sooner as requested by the Employer hand back to the Employer any such document or other thing.

You will upon request by the Employer delete any secret or sensitive or confidential information from any computer or similar electronic equipment on which it may be held and destroy any other document or thing which is in your possession, power or control containing such information.

COMPETITION AGREEMENT

It is a condition of your employment, that for a period of 12 months immediately following the termination of your employment for any reason whatsoever, you will not, whether directly or indirectly as principal, agent, employee, director, partner or otherwise howsoever approach any individual or organisation who has during your period of employment been a client or customer of ours, if the purpose for such an approach is to solicit business which could have been undertaken by us.

You will not work for a business, who has during your employment, been a customer or client of ours. Neither shall you set up a business, or work for a client or business in any capacity, in direct competition with us, within the same 12-month period.

POST-TERMINATION RESTRICTIONS

In order to protect the Employer's legitimate business interests (including but not limited to the Employer's customer connection) you agree that you will not during the period of **12** months after the termination of your employment without the prior written consent of the Employer whether alone or jointly or as agent for any third party and whether directly or indirectly in respect of business which is competitive with the Employer's business:

- **canvass or solicit or endeavour to canvass or solicit** the custom of any person, firm or organisation who or which had used the Employer's services during the year preceding such termination or had during that period been negotiating to use the Employer's services and with which or whom you had direct and substantial dealings; and/or to
- **accept instructions from any person, firm or organisation who or which had used the Employer's services** during the year preceding such termination or had during that period been negotiating to use the Employer's services and with whom you had direct and substantial dealings; and/or to
- **directly or indirectly solicit or entice or endeavour to solicit or entice away from the employment of the Employer** any person who is at that time an employee of the Employer (other than employees whose duties are purely support clerical duties) with whom you have had significant working contact during your employment with the Employer; and/or to
- **employ or engage any person who is at that time an employee of the Employer** (other than employees whose duties are purely support or clerical duties) with whom you have had significant working contact during your employment with the Employer.

LAY OFF/SHORT TIME WORKING

If a situation arises where there is a reduction of work, or there is any other occurrence that prevents the normal running of the business, the Employer has a right to either lay off without pay other than Statutory Guarantee Pay or implement shorter working hours. This procedure is in line

with your terms and conditions of employment. Where shorter hours are implemented, you will only be paid for the actual hours worked.

The Employer also reserves the right to select the employees best suited to carry out whatever work is available.

Employees will be offered alternative work wherever possible.

Employees who are laid off must still be available for work as and when necessary since continuity of service is not affected by any period of lay off.

The Employer will pay Statutory Guarantee Pay in accordance with the current Government regulations

Any employee who is laid off for longer than the Statutory Guarantee Pay period will be given a letter to take to the relevant Government Agency. Employees should then be able to sign on as temporarily unemployed, even though they will still be employed by the Employer.

CHANGES TO TERMS AND CONDITIONS

The Employer reserves the right to make reasonable changes to your terms and conditions of employment and will notify you in writing of such changes in advance if possible and if not then within one month after the changes have taken effect.

SUMMARY

This Contract, along with the Employee Handbook forms part of your terms and conditions of employment (except where the contrary is expressly stated). These terms and conditions replace those contained in any previous document that you may have received.

I ACCEPT THIS STATEMENT, A COPY OF WHICH HAS BEEN GIVEN TO ME, CONSTITUTING THE TERMS AND CONDITIONS OF MY EMPLOYMENT.

Signed by employee:	<i>chihe lee</i>
Date of signature:	Chihe Lee (Nov 7, 2022, 5:03pm) 07 Nov 2022
Signed by employer:	<i>PSDouglass</i>
Date of signature:	Paddy Douglass (Nov 1, 2022, 3:39pm) 01 Nov 2022



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