



11 April 2019

Mr Joel Ferguson
11 Falcon Heights
Newtownards
BT23 4GF

Dear Joel

RE: Temp Software Programmer

I am delighted to offer you a position with Fortress SEFA LLP as an Software Programmer within our Belfast branch. **This contract is for a fixed term period of one year.** Your commencement date is 02/09/019 and the contract will terminate in September 2020. Please come back and confirm your start date with us at your earliest convenience.

You will report to Mr Glenn Clugston who is the Senior Technical Team Leader for the company and you will be responsible for Software Programming within the Production/Drawing department.

Place of Work

Your normal place of work will be Belfast

The company may require you to work at other locations from time to time on a temporary basis. Any moves between locations will be the subject of consultation. Secondment will not affect your employment rights.

Hours of Work

Standard day of 0800 – 1600 Monday to Friday (37.5 hours per week)

Breaks

One half hour lunch break (unpaid) and two fifteen minute breaks (morning/afternoon) daily

Remuneration

Your annual salary will be £16000 for basic hours.

Wages are paid directly into your bank account monthly in arrears on the 29th day of the month, or on the corresponding Friday should the 28th fall at the weekend. (Please complete the attached admin form to allow us to get your details raised on our system without delay).

Holiday allowance

You are entitled to 30 days annual leave including statutory holidays on an annual basis. The holiday year commences on 1st January each year. We currently observe 8 statutory holidays.

Barnes St, Barrhead, Glasgow G78 1QN
Tel +44141 881 8216
E. info@fortress-sefa.com

Company Reg. name FORTRESS SEFA LLP
Company No. NC000941
Vat Reg. GB 253 1417 32

VISIT OUR WEBSITE AT: www.fortress-sefa.com

**Company Expenses**

You will be reimbursed in full for expenses wholly and necessarily incurred on company business upon proof of a valid receipt.

Illness

There is no contractual sickness/injury payments scheme in addition to the government Statutory Sick Pay Scheme. Any additional payments which may be made will be at our absolute discretion.

Probationary period

Confirmation of your appointment with Fortress SEFA LLP will be subject to satisfactory completion of a probationary period of 3 months. During this period you will be expected to establish your suitability for the post. The appointment may be terminated at any time within this period, if for any reason you are not thought suitable for retention or if at the end of the probationary period you have not established your suitability for the post.

Review

Following your probation period, you will have a review to discuss your performance. In addition you will have a further review at 6 months.

Grievance procedure

There is an agreed grievance procedure for the company in place. The action to be taken if you have a grievance relating to your employment is detailed in the procedure and forms part of the contract of employment. This will be provided upon commencement of employment.

Disciplinary procedure

There is an agreed disciplinary procedure for the company in place. The action to be taken if you are subject to disciplinary action is detailed in the procedure and forms part of the contract of employment. This will be provided upon commencement of employment.

Termination of employment

The contract of employment will be subject to 1 week's notice prior to termination for either party to the agreement.

Confidentiality

There is a confidentiality clause attached to this letter which forms part of your contract of employment. If you could please sign this and return it with your signed acceptance that would be great.

I would be grateful if you could indicate you are content with the conditions outlined in this letter by signing one copy and returning it to me at our office address shown on the bottom of this letter.

Please do not hesitate to contact me should you have any queries.

strength in design



Again, we are delighted to welcome you on board and look forward to your success with Fortress SEFA in a very exciting time in the company's development.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Duff'.

Karen Duff
For Fortress SEFA LLP

strength in design



I accept the offer of employment from the Fortress SEFA LLP dated 11/04/19 for the position of Software Programmer.

Signed: -----

Print name: -----

Date: -----

Barnes St, Barrhead, Glasgow G78 1QN
Tel +44141 881 8216
E. info@fortress-sefa.com

Company Reg. name FORTRESS SEFA LLP
Company No. NC000941
Vat Reg. GB 253 1417 32

VISIT OUR WEBSITE AT: www.fortress-sefa.com



AS PART OF MAIN TERMS AND CONDITIONS OF EMPLOYMENT

14. FIDELITY

14.1 The contractual relationship between the Company and you is founded on trust. Any breach of this trust by you, such as the unauthorised use of, or disclosure of confidential information about the business, will render you liable to disciplinary action, and to civil proceedings to restrain you from disclosing the information to a third party or making personal use of it without prior written consent from a Director or for damages for loss suffered by the Company. Examples of confidential information include, but are not limited to, the customer and Client Database, Supplier Database, Profitability Ratios, Bespoke Computer Software all pricing information, manufacturing techniques, product designs and inventions. This fidelity requirement will apply throughout the duration of the contract of employment, including during any period of notice irrespective of whether you are required to work during the notice period, and shall continue after termination of your employment with the Company.

14.2 COMPETITION

You will not during your employment:

14.2.1 carry on any business (whether as sole proprietor or as a partner) do any freelance work or hold office or be employed in any business in your own time which is similar to or competitive with any business of the Company unless you have prior written permission to do so from a Director of the Company;

14.2.2 be an investor in any business which is in competition with the Company or which is a client or customer of the Company unless you have prior written permission to do so from a Director of the Company provided that this shall not prevent you from holding no more than 1% of the issued share capital of a company whose shares or securities are quoted or dealt in on any recognised investment exchange.

14.3 Confidential Information

You shall not during your time or afterwards:

14.3.1 disclose to anyone except to someone authorised by the Company to know; or

14.3.2 for your own purposes or for any other purposes except those of the Company; or

14.3.3 through failure to exercise all due care and diligence cause any unauthorised disclosure of:

any confidential information of the Company and "know-how" relating to its/their projects, or the working of any of the methods it uses, manufacturing techniques, product designs, inventions, details of its projects (including its organisation and staff), lists of details of clients, customers and suppliers, fees or commercial relationships or negotiations which you have obtained by virtue of your employment or in respect of which the Company is bound by an obligation of confidence to a third party. This restriction shall only cease to apply to information or knowledge which becomes available to the public generally other than by your default and will not at any time after the termination of your employment apply to any information which by virtue of your employment has



become part of your own skill and knowledge and which, apart from these provisions, could lawfully be used by you for that purpose.

- 14.4 You shall return to the Company on request from time to time and on the termination of your employment, all notes and records, including any information held in electronic form, (including copies) made by you relating to your work for the Company and all other material containing confidential information of the Company and all documents, materials and things which are the property of the Company or its clients and customers and all copies thereof.

14.5 **Disclosing Intellectual Property**

You will promptly disclose to the Company and keep confidential all inventions, copyright works, designs or technical know-how conceived or made by you alone or with others in the course of your employment. You will hold all such intellectual property in trust for the Company and will do everything necessary or desirable to the Company's expense to vest the intellectual property fully in the Company and/or to ensure patent or other appropriate forms of protection for the intellectual property. Decisions as to the protection or exploitation of any intellectual property shall be in the absolute discretion of the Company.

During the course of your employment your duties may result in you making or participating in the making of new and original inventions and implementing improvements by means of such inventions and the creation of plans and documents or other intellectual property. The following clauses set out the terms and conditions of your employment in relation to such matters.

- 14.5.1 In these Clauses the expression 'Intellectual Property' shall mean:

- (a) Every intention, discovery, development, process, formula, design, program or improvement (collectively referred to as 'Inventions');
- (b) Every copyright work or design in which copyright or design rights may subsist and moral rights as defined by the Copyright, Designs and Patents Act 1988 (collectively referred to as 'Works').

- 14.5.2 If at any time during your employment, you make or discover or participate with another or any others to make an Invention you must immediately disclose to the Company in confidence full details of any such Invention to allow the Company to determine the ownership of the Inventions in accordance with these clauses and subject to the Patents Act 1977.

- 14.5.3 Inventions made or originated wholly or substantially in the course of your normal duties or in the course of duties falling outside your normal duties, but specifically assigned to you and the circumstance in either case were such that Inventions might reasonably be expected to result from your carrying out these duties, or in the course of your duties, at the time of making the Inventions, because of the nature of your duties you had a special obligation to further the interest of the Company's undertaking the following sub-clause of this clause shall apply.

- (1) Such Inventions (or in the case of Inventions made or originated by you jointly with another or others to the full extent of your interest therein so far as the law allows) shall be held by you in trust for the Company and shall be subject to s 39 of the



Patents Act 1977, shall belong to and become the absolute property of the Company and shall not be disclosed to any other person, firm or company without the consent of the Company being previously obtained.

- (2) The provisions of this clause shall not entitle you to any compensation beyond your normal salary. The Company shall only be bound to provide you with additional reward in the case of any Inventions on which a British Patent has been granted or assigned to the Company and in respect of which the Company has derived outstanding benefit from such patent, in which case you may be entitled by virtue of s 40 of the Patents Act 1977 to claim additional compensation.
- (3) You shall if and when required by the Company and at the expense of the Company provide the Company with all such documents and information and such assistance and do and/or combine with others in doing all acts and sign and execute all applications and other documents (including Powers of Attorney in favour of nominees of the Company) necessary or incidental to applying for obtaining and maintaining or extending patent or other forms of protection for such Inventions in the UK and in any other part of the world or for transferring to or investing in the Company or its nominees your entire right title and interest to and in such Inventions or to and in any application, patent or other form of protection as the case may be including the right to file applications in the name of the Company or its nominees for patent or other forms of protection in any country claiming priority from the date of filing of any application or other date from which priority may run in any other country.

14.5.4 If the Inventions are not the property of the Company pursuant to these clauses the Company shall subject to the provisions of s 40 of the Patent Act 1977 have the right to acquire for itself or its nominee your rights in the Inventions and in such circumstances you shall deliver to the Company all documents and other materials relating to the Inventions. The Company shall pay you such compensation as it in its absolute discretion determines fair and reasonable.

14.5.5 If you create any Works during your employment then you shall hold them in trust for the Company and all copyright and design rights in such Works shall be the absolute property of the Company in accordance with the Copyright, Designs and Patents Act 1988. You agree to waive all your rights as granted by Chapter IV of Part I of the Copyright, Designs and Patents Act 1988, in respect of any acts of the Company or any acts of third parties done with the Company's authority or in relation to any Works which are the property of the Company by virtue of this clause and you shall, at the request of and expense of the Company, do all things necessary or desirable to substantiate the rights of the Company under this clause.

The provisions of these Clauses shall remain in force and effect notwithstanding that after you made or originated any such Intellectual Property your employment may have terminated. The provisions of these Clauses shall be binding on your representatives.

Signed: _____ Date: _____

Barnes St, Barrhead, Glasgow G78 1QN
Tel +44141 881 8216
E. info@fortress-sefa.com

Company Reg. name FORTRESS SEFA LLP
Company No. NC000941
Vat Reg. GB 253 1417 32

VISIT OUR WEBSITE AT: www.fortress-sefa.com

strength in design



Barnes St, Barrhead, Glasgow G78 1QN
Tel +44141 881 8216
E. info@fortress-sefa.com

Company Reg. name FORTRESS SEFA LLP
Company No. NC000941
Vat Reg. GB 253 1417 32

VISIT OUR WEBSITE AT: www.fortress-sefa.com