

Date: 28 September 2016

EQ Properties Limited

and

xxx xxx

Employment agreement

Employment agreement

This Agreement is made on 28 September 2016 between:

- (i) EQ Properties Limited of 27 Woodside Road, North Baddesley, Southampton, Hampshire, SO52 9NB ('the Employer') and
- (ii) xxx xxx of ('the Employee').

1. Overview

This document (including Schedules 1 and 2) sets out the principal terms and conditions of employment and incorporates the written particulars required by the Employment Rights Act 1996 and, together with any offer letter and any rules and procedures published by the Employer from time to time (except where stated to be non-contractual), constitutes the contract of employment between the parties.

2. Definitions and interpretation

In this agreement:

- 2.1. 'Agreement' means this agreement;
- 2.2. 'Confidential Information' includes, information of a confidential nature which includes but is not limited to, trade secrets and confidential or commercial information (regardless of the form or medium in which they are disclosed or stored) relating to the Employer and its organisation, business affairs, finances, clients or customers, suppliers, processes, strategy, operations, technology, know-how, dealings, transactions, dealings and affairs of the Employer including all information in respect of which the Employer is bound by an express or implied obligation of confidence to any third party and any other matter which is notified to the Employee during the course of her Employment as being secret or confidential whether or not any of the information mentioned above is reduced to a tangible form or marked in writing as 'confidential', and any and all information which has been or may be derived or obtained from any such information;
- 2.3. 'the Employment' means the Employee's employment under this Agreement;
- 2.4. 'Employer's Property' includes, but is not limited to, all materials, files, documents, manuals, data, information and reports (including copies) whether printed or maintained or stored on the Employer's or the Employee's computer systems or other electronic equipment and held on whatever media and all hardware and software, provided by the Employer for the Employee's use and/or belonging or relating to the business of the Employer wherever it may be located;
- 2.5. 'HR Manager' means Ian Ellison or such other person responsible from time to time for dealing with human resources issues within the business of the Employer;
- 2.6. 'Incapacity' means any sickness or injury which prevents the Employee from carrying out her duties;
- 2.7. 'Intellectual Property' means all rights in and to intellectual property, whether registered or unregistered, including without limitation letters patents, trade marks, service marks, utility models, copyright and related rights, moral rights, rights in design, semi-conductor topography rights, database rights and all other intellectual property and similar proprietary rights, applications for any of the foregoing and the right to apply for them in any part of the world and including (without limitation) all such rights in materials, works, prototypes, discoveries, techniques, computer programs, source codes, data, technical information, trading business brand names, goodwill, domain names, the style or presentation of the goods or services, creations, inventions and improvements upon or additions to an invention, rights in Confidential Information, know-how, trade secrets and any research effort relating to any of the above-mentioned business names whether registrable or not, and any similar rights in any country;
- 2.8. 'The Regulations' means The Working Time Regulations 1998;

- 2.9. 'Sensitive Data' means personal data consisting of information of a sensitive nature which includes without limitation Personal Data and Sensitive Personal Data (as defined by the Data Protection Act 1998), information on racial or ethnic origin, political opinions, religious beliefs or other beliefs of a similar nature, membership of a trade union (within the meaning of the Trade Union and Labour Relations (Consolidation) Act 1992, physical or mental health or condition, sexual life, the commission or alleged commission of any offence or any proceedings for any offence committed or alleged to have been committed including the disposal of such proceedings or the sentence of any court in such proceedings and details of all remuneration earned including salary, benefits, bonuses or commissions;
- 2.10. Any reference to a statutory provision shall be deemed to include a reference to any statutory modification or re-enactment of it.

3. Commencement and duration

- 3.1. The Employment commences on 30 September 2016, and shall continue until terminated in accordance with the terms of this Agreement.
- 3.2. The Employment is not continuous with any previous employment.

4. Probationary period

- 4.1. The first 3 months of the Employment shall be probationary.
- 4.2. During the probationary period the performance of the Employee and her suitability for continued employment will be appraised and monitored.
- 4.3. At the end of the probationary period the Employer shall review the continued employment of the Employee and either:
- 4.3.1. confirm that the Employment is permanent; or
 - 4.3.2. terminate the Employment.
- 4.4. During the probationary period, either the Employer or the Employee may terminate the Employment by giving the other 1 week's written notice.
- 4.5. The Employer may in its sole and absolute discretion terminate the Employee's probationary employment forthwith by paying the Employee a lump sum equal to 1 week's salary in lieu of any required notice together with any accrued holiday pay entitlement pursuant to clause 16.

5. Employee warranties

- 5.1. The Employee warrants that she is entitled to work in the United Kingdom without any additional approvals and will notify the Employer immediately if she ceases to be so entitled during the Employment.
- 5.2. The Employee represents and warrants to the Employer that, by entering into this Agreement or performing any of her obligations under it, she will not be in breach of any court order or any express or implied terms of any contract or other obligation binding on her and undertakes to indemnify the Employer against any claims, costs, damages, liabilities or expenses which the Employer may incur as a result if she is in breach of any such obligations.

6. Duties

- 6.1. The Employee is employed by the Employer as Personal Assistant.
- 6.2. The Employee's normal duties are set out in the job description in Schedule 1.
- 6.3. The Employee shall, in addition to her normal duties, carry out other duties as are reasonably requested of her by the Employer.
- 6.4. During the Employment the Employee shall:
- 6.4.1. act loyally, in good faith and in the best interests of the Employer;
 - 6.4.2. unless prevented by Incapacity, devote the whole of her time, attention and abilities to the business of the Employer;

- 6.4.3. diligently exercise such powers and perform such duties as may from time to time be assigned to her by the Employer together with such person or persons as the Employer may appoint to act jointly with her;
- 6.4.4. comply with all reasonable and lawful directions given to her by the Employer;
- 6.4.5. promptly make such reports to Ian Ellison or as directed by the Employer in connection with the affairs of the Employer on such matters and at such times as are reasonably required;
- 6.4.6. comply with all applicable rules of law that affect or may have an effect upon the Employer (including, but not limited to, the Data Protection Act 1998 and the Bribery Act 2010);
- 6.4.7. comply with any fiduciary duties and regulatory rules and regulations;
- 6.4.8. not act in a way that may result in the Employer incurring criminal or civil liability;
- 6.4.9. promptly disclose to the Employer any information that comes into her possession which adversely affects the Employer or the Employment, which includes reporting any wrongdoing or proposed wrongdoing by her during the Employment or whilst working for another employer (if any) or any member of the Employer's staff, as soon as she is aware of it;
- 6.4.10. immediately disclose to the Employer if she has been directly or indirectly contacted by a competitor for the express or implied purpose of recruiting her and to provide any information that the Employer may reasonably request in connection with it;
- 6.4.11. not directly or indirectly carry on or be engaged in any activity or business that is or is intended to be in competition with the business of the Employer, but shall not be precluded from holding or being otherwise interested in any shares or other securities of any company that is for the time being quoted on any recognised stock exchange or dealt on the Alternative Investment Market, provided that the interest of the Employee in such shares or other securities does not extend to more than 5% of the total amount of such shares or securities;
- 6.4.12. comply with any Employer's rules, regulations, codes of conduct and policies and procedures that are expressed to have contractual effect, as may be amended from time to time;
- 6.4.13. not be concerned or interested or engaged in any other business without the express consent of the Employer.

7. Acceptance of gifts

Without prior written consent from Ian Ellison or such other person who may be designated from time to time for this purpose, the Employee shall not accept any gift or favour of any kind from any:

- 7.1. customer;
- 7.2. client;
- 7.3. supplier;
- 7.4. prospective customer;
- 7.5. prospective client; or
- 7.6. prospective supplier.

8. Place of work

- 8.1. The Employee's usual place of work is 27 Woodside Road, North Baddesley, Southampton, Hampshire, SO52 9NB.
- 8.2. The Employer may change this to any place within a 10-mile radius and shall give 3 months' notice of any change.

- 8.3. The Employee may be required at the absolute discretion of the Employer to undertake travel within the United Kingdom and internationally from time to time for the proper performance of her duties.
- 8.4. Unless otherwise agreed with the Employer, the Employee will not be required to live and work outside the United Kingdom.

9. Hours of work

- 9.1. The Employee shall work 1 days per week.
- 9.2. The Employee's normal working hours shall be Friday each week from **Start time** to **End time**.
- 9.3. If requested by the Employer, the Employee shall work overtime in accordance with clause 10.
- 9.4. A 30-minute break may be taken each day.

10. Overtime

- 10.1. If instructed by the Employer, the Employee shall work overtime from time to time.
- 10.2. The Employer shall give the Employee reasonable notice of any overtime that the Employee is required to work.
- 10.3. If overtime is worked, the Employee must complete overtime sheets and return them to the HR Manager to enable the Employer to comply with its obligations under the Regulations.
- 10.4. The Employer shall pay the Employee **Overtime rate** per hour for overtime work.

11. Reductions in normal hours of work

The Employer:

- 11.1. may lay off the Employee without pay for such period as the Employer shall decide; or
- 11.2. may make temporary reductions to the normal hours of work as the Employer sees fit resulting in a corresponding reduction in pay.

12. Remuneration

- 12.1. The Employer will pay the Employee a salary of £10.00 per hour in monthly instalments payable in arrears by BACS less the normal statutory deductions.
- 12.2. The Employee's salary shall be reviewed annually.
- 12.3. If the Employee for any reason is indebted to the Employer for any amount, the Employee agrees that the Employer shall be entitled to make a deduction in or towards the discharge of that liability from the Employee's salary or any other money payable by the Employer to the Employee.
- 12.4. The Employer reserves the right to withhold payment of the Employee's salary and provision of her contractual benefits for any period during which she is remanded in custody or imprisoned (whether in the United Kingdom or abroad).
- 12.5. Upon completion of the probationary period and confirmation that the Employment is permanent, the Employer shall provide:
 - 12.5.1. **Other benefits**

13. Bonus

- 13.1. The Employer may pay to the Employee a bonus at times and in amounts as it in its absolute discretion decides and may impose any condition or conditions in respect of payment. Any bonus payment shall not be pensionable. If the Employer makes a bonus payment to the Employee, it shall not be obliged to make subsequent bonus payments.
- 13.2. The bonus shall be subject to a maximum of 150% of the Employee's salary unless the Employer agrees otherwise.
- 13.3. The bonus shall not be payable if prior to the date that the bonus is due to be paid:

- 13.3.1. The Employee is no longer employed by the Employer.
- 13.3.2. Either party has served notice terminating the Employee's employment (whether or not worked).
- 13.3.3. The Employee's conduct or capability (performance) is under investigation and she is subsequently dismissed after the date that the bonus is due to be paid.
- 13.4. The Employee shall have no right to a bonus if she has not been employed for the whole of the period to which the bonus relates.

14. Expenses

- 14.1. The Employee cannot incur any expenditure without first obtaining the Employer's prior written consent. Any expenditure incurred by the Employee in breach of this clause will not be reimbursed.
- 14.2. Any credit card supplied to the Employee by the Employer shall be used only for expenses incurred by her in the course of the Employment.
- 14.3. The Employee shall abide by any policies of the Employer on expenses as communicated to her from time to time.

15. Monitoring of electronic communications systems

The Employee consents to the Employer monitoring and recording any use that she makes of any electronic communications systems the Employer has for the purpose of ensuring that any rules the Employer has are being complied with and for legitimate business purposes.

16. Holiday entitlement

- 16.1. The holiday year runs from 1 January to 31 December of each year.
- 16.2. In each holiday year the Employee's paid holiday entitlement will be 6 days' holiday.
- 16.3. The Employee's holiday entitlement is inclusive of the normal bank and public holidays as specified in Schedule 2. The total holiday entitlement is the pro-rated equivalent of a comparable full-time employee's holiday entitlement (inclusive of public holidays). The Employee must use her holiday entitlement to cover all public holidays that fall on her normal working days. In circumstances where the calculation of the Employee's holiday entitlement doesn't result in a whole number, the Employer will round up her entitlement to the nearest half day.
- 16.4. In the event that the government announces one or more unique extra bank or public holidays in addition to those specified in Schedule 2 (the 'extra days'), then the Employer may, in its absolute discretion, temporarily increase the Employee's total holiday entitlement for the holiday year in which the extra days fall by a prorated amount to take account of some or all of the extra days. The Employer will confirm to the Employee whether or not they will receive the prorated increase in their holiday entitlement in respect of the extra days as holiday and if they will be paid or unpaid. If the Employer agrees to increase the Employee's holiday entitlement in accordance with this clause, then it shall not be obliged to do the same in subsequent years where the government announces an extra bank or public holiday.
- 16.5. The Employee shall give a minimum of 4 weeks' notice prior to the commencement of her holiday which must be agreed with the Employer before the holiday is taken. Any application made at shorter notice will be considered on its merits and be subject to staffing requirements and the needs of the business and may be refused.
- 16.6. The Employee must take all of her holiday entitlement in the holiday year in which it accrues. Except as required by law, any unused holiday entitlement cannot be carried over to the next holiday year and will be forfeited.
- 16.7. The Employee will be deemed to have used her statutory minimum holiday entitlement prior to any holiday entitlement she may be entitled to in excess of the statutory minimum.
- 16.8. A maximum of 6 days may be taken at any one time (including weekends and bank and public holidays) unless the Employer has given its prior written approval.

- 16.9. Any request for an unpaid leave of absence will be considered on its merits and be subject to staffing requirements and the needs of the business and may be refused.
- 16.10. If the Employer has a shutdown period (whether at Christmas or on other days as notified by the Employer) which applies to the Employee, then the Employee shall retain a sufficient number of days from her holiday entitlement to cover the shutdown period. No later than six months after the start of the holiday year, the Employer shall notify the Employee either individually or by way of a general notice to staff of the number of days' holiday to be retained.
- 16.11. Except upon a termination of the Employment, the Employee is not entitled to pay in lieu of any part of the holiday entitlement that has not been taken as paid holiday.
- 16.12. The Employer may require that the Employee take any unused holiday entitlement during the period of any notice of termination of the Employment.
- 16.13. If the Employee starts or leaves the Employment during a holiday year as defined in clause 16.1, the Employee's holiday entitlement shall be calculated on a pro rata basis. When the Employee leaves, the Employer shall be entitled to deduct an amount from the Employee's salary in respect of any holidays taken in excess of the Employee's entitlement and/or seek to recover the same as a debt if the Employee has already been paid the said excess.

17. Pension

- 17.1. The Employer has no pension scheme applicable to the Employment. However, it shall facilitate access to either a stakeholder pension scheme or an automatic enrolment pension scheme to the extent that it is required to do so by law.

18. Notification of sickness or other absence

- 18.1. If the Employee is absent from work for any reason and the absence has not previously been authorised, she shall inform, or arrange for someone else to inform, her manager by 09:00 on the first day of absence.
- 18.2. The Employee shall properly explain any unauthorised absences and, in the case of any absences of uncertain duration, she shall keep the Employer regularly informed of its expected duration.
- 18.3. If the Employee is absent from work due to sickness or injury for seven days or less, she shall on her return to work complete the Employer's self-certification form. If the Employee is absent from work due to sickness or injury for more than seven days, she shall provide the Employer with a general medical statement on the eighth day of sickness or injury. Thereafter the Employee shall provide medical statements on a weekly basis for each week (or part week) of absence until her return to work.

19. Incapacity

- 19.1. The Employer operates the Statutory Sick Pay scheme and the Employee shall co-operate in the maintenance of the necessary records of the Employer's Statutory Sick Pay Scheme.
- 19.2. For the purpose of calculating the Employee entitlement to Statutory Sick Pay, 'qualifying days' are those days on which the Employee is normally required to work.
- 19.3. The Employer may use payments made to the Employee under the Employer's sick pay provisions or other contractual obligations to discharge the Employer's liability to make payments under the Statutory Sick Pay scheme.
- 19.4. If the Employee complies with the requirements in this clause and clause 18 above regarding notification of absence and the supply of medical statements, the Employer shall pay Statutory Sick Pay where applicable.
- 19.5. If the Employee is absent from work for any reason (excluding annual and public holidays) for a period or periods totalling in excess of 4 working weeks (excluding annual and public holidays) in any period of 12 months, the Employer may terminate the Employment.
- 19.6. The Employee agrees to consent to medical examinations (at the expense of the Employer) by a doctor nominated by the Employer should the Employer so require. The Employee agrees that any report produced in connection with any such examination may be disclosed to the Employer and the Employer may discuss the contents of the report with the relevant doctor.

- 19.7. If the Incapacity is or appears to be occasioned by actionable negligence, nuisance or breach of any statutory duty on the part of a third party in respect of which damages are or may be recoverable, the Employee shall immediately notify the Employer of that fact and of any claim, compromise, settlement or judgment made or awarded in connection with it and all relevant particulars that the Employer may reasonably require. The Employee shall, if required by the Employer, refund to the Employer that part of any damages or compensation recovered by her relating to the loss of earnings for the period of Incapacity as the Employer may reasonably determine less any costs borne by her in connection with the recovery of such damages or compensation, provided that the amount to be refunded shall not exceed the total amount paid to the Employee by the Employer in respect of the period of Incapacity.

20. Data protection

- 20.1. The Employee shall comply with data protection legislation when processing personal or Sensitive Data relating to any employee, customer, client, supplier or agent of the Employer.
- 20.2. For the purposes of the Data Protection Act 1998, the Employee consents to the Employer processing and retaining personal data, including Sensitive Data, of which the Employee is subject, including, as appropriate:
- 20.2.1. information about the physical or mental health or condition of the Employee in order to monitor sick leave and take decisions as to the fitness for work of the Employee; or
 - 20.2.2. the racial or ethnic origin of the Employee or religious or similar information in order to monitor compliance with equal opportunities legislation; or
 - 20.2.3. information relating to any criminal proceedings in which the Employee has been involved for insurance purposes and in order to comply with legal requirements and obligations to third parties.
 - 20.2.4. information relating to the Employee's remuneration in order to pay and review the Employee's salary and other benefits and provide and administer any such benefits.
- 20.3. The Employer may make such information available to those who provide products or services to the Employer (such as advisers and payroll administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Employer or the business in which the Employee works.
- 20.4. The Employee consents to the transfer of such information to the business contacts of the Employer outside the European Economic Area in order to further its business interests even where the country or territory in question does not maintain adequate data protection standards.

21. Confidentiality

- 21.1. Either during or after the termination of the Employment, the Employee shall not divulge, shall not communicate to any person, shall not make use for herself of, and shall use her best endeavours to prevent the publication or disclosure of:
- 21.1.1. any trade secret (including without limitation technical data and know-how);
 - 21.1.2. secret or confidential operations;
 - 21.1.3. any Confidential Information concerning the organisation, business or finances of the Employer;
 - 21.1.4. any dealings, transactions or other information whether relating to the Employer or any customer of or supplier to which the Employee has come to know, have received, or obtained by reason of her employment.
- 21.2. The Employee shall not print out or copy any Confidential Information (including without limitation, creating paper copies, scanned copies and copying to an electronic storage device), or transfer Confidential Information to her personal email account or an email account of a third party, without first obtaining the Employer's prior written consent.
- 21.3. For the avoidance of doubt and without prejudice to the generality of this clause 21, the names and addresses of the Employer's customers and suppliers and details of its special processes are confidential.

- 21.4. The restrictions in this clause 21 do not apply to information or knowledge which is in the public domain other than by wrongful disclosure or of which disclosure is required by law.

22. Intellectual property and inventions

22.1. The Employee shall:

- 22.1.1. promptly disclose in writing to the Employer all Intellectual Property originated, conceived, written, made or discovered by her (alone or with others) in the course of her Employment (whether or not during working hours or using the Employer's premises, resources and materials) and which relates to or is capable of being used by the business of the Employer;
- 22.1.2. keep confidential and not disclose to any other party or exploit the Intellectual Property unless authorised by the Employer or in the proper performance of her duties;
- 22.1.3. assign to the Employer to the extent allowed by law all existing and future rights, title and interest in the Intellectual Property originated, conceived, written, made or discovered by the Employee in the course of her Employment and agrees not to attempt to register any patents or other Intellectual Property unless requested by the Employer.
- 22.1.4. at the request and cost of the Employer,
 - 22.1.4.1. give and supply (including on the termination of her Employment) all originals and copies of all correspondence, materials, files, documents, papers, drawings, manuals, data, information and reports held on any and all media;
 - 22.1.4.2. provide any assistance as may be requisite to enable the Employer to exploit the Intellectual Property to the best advantage; and
 - 22.1.4.3. do any and all things necessary or desirable to exploit the Intellectual Property and to substantiate and protect the rights of the Employer under this clause, including notifying the Employer in writing if she becomes aware of any infringement or suspected infringement of any Intellectual Property, and in the event of her failure to do any such thing within seven days of the request, the Employee hereby irrevocably authorises the Employer to appoint some person to be her attorney and in her name and on her behalf to execute any document and do all things necessary to give effect to the provisions of this clause, provided that nothing will apply to those works originated conceived, written created, made or discovered by the Employee wholly outside her normal working hours and which are wholly unconnected with the business for the time being carried on by the Employer.
- 22.2. The Employee irrevocably and unconditionally agrees that such Intellectual Property shall be the absolute property of the Employer.
- 22.3. All notes, memoranda, documents and Confidential Information (in whatever form) and all copies thereof concerning the business of the Employer or any of its suppliers, agents, distributors or customers which shall be acquired, received or made by the Employee during the course of her Employment shall be the property of the Employer and shall be surrendered by the Employee to the Employer at the termination of her Employment or at the request of the Employer at any time during the course of her Employment.
- 22.4. The Employee hereby irrevocably and unconditionally waives any and all moral rights relating to the Intellectual Property which the Employee is now or may in the future be entitled to pursuant to the provisions of the Copyright, Designs and Patents Act 1988 and any other such moral rights to which the Employee may become entitled to under any legislation existing now or in the future or in any part of the world.
- 22.5. The Employee accepts and agrees that, except as provided by law, no further payment, remuneration or compensation other than that provided for in this Agreement is or may become due to her in respect of her compliance with this clause. This clause is without prejudice to the Employee's rights under the Patents Act 1977.

- 22.6. The provisions of this clause will continue in force after the termination of this Agreement in respect of all Intellectual Property originated conceived, written created, made or discovered by the Employee (alone or with others) in the course of her Employment (whether or not during working hours or using the Employer's premises, resources and materials) and will be binding on the personal representatives of the Employee. However, it is provided that the provisions of this clause will not apply to those works originated conceived, written created, made or discovered by him/her wholly outside his/her normal working hours and which are wholly unconnected with the business for the time being carried on by the Employer.

23. Grievance, disciplinary and dismissal procedures

- 23.1. The grievance policies and procedures applicable to the Employment are set out in Schedule 3. They do not form part of the Employee's contract of employment.
- 23.2. If the Employee wishes to raise a grievance, she may approach Ian Ellison, or if that is not appropriate the HR Manager, in accordance with the grievance policies and procedures of the Employer.
- 23.3. The disciplinary and dismissal policies and procedures applicable to the Employment are set out in Schedule 4. They do not form part of the Employee's contract of employment unless the policies or procedures or sections of them expressly state that they do.
- 23.4. If the Employee wishes to appeal against a disciplinary decision she may apply in writing to the HR Manager in accordance with the disciplinary and dismissal procedures of the Employer.

24. Suspension

- 24.1. The Employer reserves the right at any time to suspend the Employee from the performance of some or all of her duties under this Agreement in connection with any investigation or matter with which she is involved, including, without limitation, if the Employer reasonably believes that the Employee is in breach of this Agreement, for such period as the Employer in its absolute discretion shall decide.
- 24.2. During any period of suspension:
- 24.2.1. the Employee shall, if requested by the Employer, refrain from contacting or communicating with employees, customers, clients and professional contacts of the Employer;
 - 24.2.2. the Employer shall be entitled to make such announcements or statements to employees, customers, clients and professional contacts of the Employer or any other third parties concerning the Employee as the Employer in its absolute discretion shall decide; and
 - 24.2.3. the Employer shall be under no obligation to provide any work for the Employee and the Employee shall continue to be bound by the express and implied duties of the Employment.

25. Termination of employment

- 25.1. The Employer shall have the right to terminate the Employment immediately without notice or (in our sole discretion) payment in lieu of notice if the Employee:
- 25.1.1. is guilty of any gross default or misconduct in connection with or affecting the business of the Employer;
 - 25.1.2. ceases to be entitled to work in the United Kingdom;
 - 25.1.3. commits a serious or persistent breach or non-observance of her obligations under this Agreement or fails to perform her duties to the standard required by the Employer;
 - 25.1.4. is in breach of the Employer's anti-corruption and bribery policy and related procedures (if any);
 - 25.1.5. conducts herself dishonestly or in a way which is detrimental to the Employer (whether in connection with the Employment or otherwise);

- 25.1.6. by her actions or omissions brings the name or reputation of the Employer into disrepute or prejudices the interests of the business of the Employer;
- 25.1.7. is convicted of any offence (other than a motoring offence not resulting in imprisonment);
- 25.1.8. becomes of unsound mind or a patient under the Mental Health Act 1983.
- 25.2. Subject to clauses 4.4 and 4.5 the period of notice that the Employer shall give to terminate the Employment is:
 - 25.2.1. one week where the Employee has completed the first month of the Employment and has been in continuous employment for less than two years;
 - 25.2.2. one week for every complete year of continuous employment where the Employee has been continuously employed for two years but less than twelve years;
 - 25.2.3. twelve weeks where the Employee has been in continuous employment for twelve years or more.
- 25.3. The Employee may terminate the Employment on one week's notice.
- 25.4. Notice of termination of the Employment given by either the Employer or the Employee shall be in writing.
- 25.5. If the Employee breaches this Agreement by failing to give or work their full contractual notice then she will not be paid for the unworked period of notice.
- 25.6. The Employer reserves its right to claim damages against the Employee for any loss suffered by the Employer as a result of the Employee's failure to work their full contractual notice period.
- 25.7. The Employer may, in its sole and absolute discretion, terminate the Employment at any time and with immediate effect by notifying the Employee that the Employer is exercising its right under this clause and that the Employer will pay a sum in lieu of notice equal to the salary (as at the date of termination) which the Employee would have been entitled to receive under this Agreement between the date of termination and the earliest date the Employment could otherwise have been lawfully terminated, less income tax and National Insurance contributions. The payment in lieu of notice will be made within 28 days after termination.
- 25.8. If, within 6 months after the termination of this Agreement, the Employer learns that the Employee had committed a previously undiscovered act of gross misconduct that would have resulted in the Employee's summary dismissal during the Employment, then the payment in lieu of notice referred to in clause 25.7 that has already been paid, or that has been agreed to be paid by the Employer in contemplation of termination of the Employment shall (as the case may be):
 - 25.8.1. Be repayable by the Employee on demand as a debt;
 - 25.8.2. Not become a debt payable to or enforceable by the Employee and the Employee shall forfeit all entitlement to any payments due from the Employer.
- 25.9. With the exception of statutory family-related leave or accrued holiday entitlement due to sickness, any unused holiday entitlement on termination of the Employment will be calculated at the rate of pay that applied to the Employee during the period in which it accrued, which may not necessarily be the rate of pay applicable on the date of termination.
- 25.10. Upon termination of the Employment for whatever reason or at the request of the Employer, the Employee shall immediately hand over the Employer's Property to the Employer, including without limitation all Confidential Information, and any keys, security cards, credit cards and other property of the Employer (including in particular any computer equipment, car or mobile phone provided to the Employee) which may be in her possession, custody, care or control and shall provide a signed statement that she has complied fully with the terms of this clause. The Employee must not retain any copies or extracts of such property.
- 25.11. At no time after the termination of the Employment shall the Employee directly or indirectly represent herself as being interested in or employed by or in any way connected with the Employer, other than as a former employee of the Employer.

26. Garden leave

Once notice to terminate the Employment has been given by either party in accordance with this Agreement or if the Employee resigns without giving the required period of notice and the Employer does not accept that resignation, the following provisions will apply for such period as the Employer in its absolute discretion may decide:

- 26.1. the Employer will not be obliged to provide the Employee with any work or require her to perform any duties or may require her to perform such specific duties as are expressly assigned to her by the Employer for such period as the Employer in its absolute discretion may decide;
- 26.2. the Employer may exclude the Employee from its premises and may require her not to be involved in the business of the Employer;
- 26.3. the Employee's salary and all contractual benefits will continue to be paid or provided;
- 26.4. the Employee will remain bound by her obligations under this Agreement, save as varied by the Employer in its exercise of the discretions conferred by this clause;
- 26.5. the Employee will return all of the Employer's property including without limitation all Confidential Information;
- 26.6. the Employer may require the Employee not to have any contact or communication with any of its employees, customers, clients or professional contacts in relation to the business of the Employer;
- 26.7. the Employer may make such announcements or statements to any of the employees, customers, clients or professional contacts of the Employer or any other third parties concerning the Employee as it in its absolute discretion may decide;
- 26.8. the Employer may require the Employee immediately to resign without claim for compensation from any office which she holds in the Employer. If she fails to do so, the Employee hereby irrevocably appoints the Employer to be her attorney to execute any document or do anything in her name necessary to effect her resignation;
- 26.9. the Employer reserves the right to require the Employee to take holiday which has accrued up to the commencement of garden leave and which will accrue to the date the Employment terminates during the period of garden leave on such day or days as the Employer may specify. No contractual holiday entitlement shall accrue during such period, save that the Employee's entitlement to holiday pursuant to the Regulations shall continue to accrue during such period;
- 26.10. at the end of any period of garden leave imposed, the Employer may make a payment in lieu of the balance of any required period of notice (whether given by the Employee or the Employer), less any deductions the Employer is required to make by law.

27. Collective agreements

There are no collective agreements that directly affect the terms and conditions of the Employment.

28. Variations

The Employer reserves the right to make reasonable changes to any of the Employee's terms and conditions of employment from time to time. Such changes may be made by way of a general notice applicable to all employees or by way of specific notice to the Employee.

29. Entire agreement

This Agreement contains the entire understanding between the parties and supersedes all previous agreements and arrangements (if any) relating to the employment of the Employee by the Employer.

30. Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

31. Notices

Notices may be given by either party by letter addressed to the other party at (in the case of the Employer) its business address for the time being and (in the case of the Employee) her last known address, and any notice given by letter shall be deemed to have been given at the time at which the letter would be delivered in the ordinary course of post or if delivered by hand upon delivery, and in proving service by post, it shall be sufficient to prove that the notice was properly addressed and posted.

32. Severance and invalidity

If any provision of this Agreement is prohibited by law or adjudged by a court to be unlawful, void or unenforceable, it shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement and it shall not affect any other circumstance of, the validity or enforcement of this Agreement.

33. Proper law and jurisdiction

- 33.1. This Agreement is governed by and construed in all respects in accordance with the Law of England and Wales.
- 33.2. The Employer and the Employee irrevocably agree that the courts or Employment Tribunals of England and Wales have exclusive jurisdiction in respect of any dispute, suit, action, arbitration or proceedings which arise out of or in connection with this Agreement.

This Agreement has been executed as a Deed on the date stated above.

Executed as a Deed by:

xxx xxx, in the presence of:

Name of witness:

Address of witness:

Occupation of witness:

Signature of witness:

Executed as a Deed by:

Ian Ellison (a director), on behalf of the
Employer, in the presence of:

Name of witness:

Address of witness:

Occupation of witness:

Signature of witness:

Schedule 1

Job description

Job description

Schedule 2

Public and bank holidays

1. New Year's day
2. Good Friday
3. Easter Monday
4. Early May bank holiday
5. Late May (Spring) bank holiday
6. Summer bank holiday
7. Christmas day
8. Boxing day

Schedule 3

Grievance procedure

1. Purpose and scope

- 1.1. Grievances are concerns, problems or complaints that employees raise with their employers. Grievances may relate to, amongst other things, terms and conditions of employment, health and safety, work relations, new working practices, organisational changes, equal opportunities, discrimination, bullying and harassment.
- 1.2. EQ Properties Limited will try to resolve, as quickly as possible, any grievance an employee may have about his or her employment. This procedure is open to any employee who has a grievance in relation to their employment and is designed to enable employees to resolve grievances informally with the person to whom they immediately report. If a grievance cannot be resolved informally, the employee should raise it formally with the HR Manager.
- 1.3. This procedure is non-contractual.

2. Principles

- 2.1. Wherever possible, employees should discuss any concerns they have about the work they do or the people they work with, and attempt to agree a solution informally, with the person they report to.
- 2.2. A written record of the grievance interview and any appeal should be agreed between and signed by the interviewer and the employee and recorded on the employee's personal file.
- 2.3. At all stages the employee has the right to be accompanied by a fellow worker or trade union official during the grievance interview and any appeal.
- 2.4. Information and proceedings relating to a grievance will remain confidential as far as possible.
- 2.5. All stages of the procedure shall be dealt with without undue delay.

3. Procedure

- 3.1. Stage one – The employee's first step is to raise any grievance with the person to whom the employee immediately reports; that person, in most cases, will be best placed to respond to the complaint and to attempt to agree with the employee an informal solution.
- 3.2. Stage two – If the matter is serious or the employee's grievance is against the person to whom they report (or they feel unable to approach that person) or the employee wishes to raise the matter formally or if the matter cannot be informally resolved the employee should raise the matter formally by setting out the grievance in writing and sending a copy to the HR Manager. Once the HR Manager receives a written copy of the grievance, the employee will be invited to attend a meeting with the HR Manager to discuss the grievance. This meeting will not take place until the HR Manager has had a reasonable opportunity to consider the grievance and their response. The meeting may be adjourned if it transpires that further investigations are required. Employees are expressly prohibited from recording the meeting without obtaining EQ Properties Limited's prior written consent. After the meeting, the HR Manager will inform the employee of their decision and any proposed action in respect of the grievance. The employee will also be informed of the right to appeal against this decision.
- 3.3. Stage three – An employee who wishes to appeal against a grievance decision, should inform the HR Manager within 5 working days of receiving the decision. The employee will then be invited to attend an appeal hearing. The Managing Director will hear all appeals and their decision is final. After the appeal, the employee will be informed of the appeal decision.

4. Bringing or continuing a grievance once the employee has left the employer

- 4.1. If an employee has ceased to be employed by the employer and wishes to raise a grievance, the employee must set out the grievance in writing, stating the basis for the grievance, and send the grievance to the HR Manager and a meeting shall be arranged in accordance with stages 2 and 3 above.

Schedule 4

Disciplinary and dismissal procedures

The following procedures are non-contractual and are included by way of illustration of the general procedures that EQ Properties Limited intends following.

The disciplinary procedures ensure that proper standards are maintained, and that any failure or alleged failure to observe those standards is consistently and fairly dealt with. The procedures outlined in this section are for the purpose of dealing with employees whose behaviour is not satisfactory.

Informal disciplinary discussions

Except in cases of gross or serious misconduct (see below), EQ Properties Limited's concerns relating to an employee's conduct will usually be discussed with them in order to see if it is possible to correct the matter without invoking the formal disciplinary procedure. In many cases, informal discussion at an early stage of a problem having been identified will resolve it, and formal disciplinary action may not be necessary.

The formal disciplinary procedure may be instigated despite the fact that informal discussions have taken place if, for example, an employee has failed to meet a reasonable standard of conduct or where the misconduct is sufficiently serious as to merit immediate consideration under the procedure. The formal disciplinary procedure may be instigated despite the fact that informal discussions are still taking place if more disciplinary matters come to light.

Suspension

Suspension from duty falls into two categories: informal suspension and precautionary formal suspension.

Informal suspension - Exceptionally, an employee's line manager or supervisor may decide to send an employee home, for example, where there is a workplace conflict or where an individual's presence may be disruptive or detrimental to the working environment. Such action shall not constitute a formal disciplinary suspension and should not involve absence from work for more than a day or two. Where an employee's line manager or supervisor considers that a longer period may be necessary, normally senior management should be asked to authorise a precautionary formal suspension. Any period of informal suspension will be paid at the normal rate of pay.

Precautionary formal suspension - Precautionary formal suspension is a means of temporarily removing from their post employees whose continued presence in the workplace may involve risk, danger or embarrassment, or may be prejudicial to good discipline. It also may become necessary in order to facilitate an investigation into an employee's conduct. An employee may be suspended from duty at any time by senior management, if the circumstances are felt to warrant it. There may be instances where suspension is necessary while investigations are carried out. For example, where relationships have broken down, in gross misconduct cases or where there are risks to an employee's welfare or the employer's property or responsibilities to other parties. Exceptionally, suspension may be considered where there are reasonable grounds for concern that evidence may be tampered with, destroyed or witnesses pressurised before a disciplinary meeting.

Suspension in itself is not a punishment nor is it a form of disciplinary action. It does not indicate that disciplinary proceedings will necessarily follow, and does not pre-judge the outcome of any disciplinary proceedings that might arise. Where such action is taken, it is stressed that an employee has not been dismissed and no actions taken by EQ Properties Limited are intended to suggest that they have been.

As such, normally there will be no loss of normal/basic pay or pension entitlement. However, EQ Properties Limited reserves the right at any time to withhold payment of an employee's normal/basic pay and provision

of any contractual benefits for any period during which an employee is unable to work due to self-inflicted circumstances, such as being remanded in custody or imprisoned (whether in the United Kingdom or abroad).

The period of suspension will be kept as brief as possible. If an investigation is required but becomes protracted, regular contact with the suspended employee will be maintained by the line manager or supervisor and the suspended employee shall be notified as soon as practicable once the investigations have been completed.

While suspended, an employee should refrain from contact with their place of work or with their colleagues. They should only contact their line manager or supervisor in the event of queries. Any employee who is suspended is required to co-operate with any required investigation and is expected to be available throughout the suspension period to attend any interviews at the request of the line manager or supervisor conducting the disciplinary investigation. Where the employee needs to access evidence relevant to their case, arrangements for this must be made via their line manager or supervisor.

While suspended, any annual leave booked prior to the suspension will be honoured. Subsequent requests for annual leave during suspension will be considered at the line manager or supervisor's discretion, subject to any detrimental effect on the process of any required investigation.

Step 1 - The disciplinary investigation

All matters of a potentially disciplinary nature will be thoroughly investigated before any decision in relation to disciplinary action is taken. The purpose of the investigation is to:

1. Ascertain the facts as far as is reasonably possible
2. Give the employee the opportunity to offer an explanation
3. Enquire into the circumstances surrounding the alleged misconduct
4. Take a balanced view of the information that emerges
5. Prepare an investigation report detailing the main findings

The employee's line manager or supervisor will normally undertake the investigation in relation to allegations of misconduct. In conducting the investigation, the line manager or supervisor may need to interview various employees. Before doing so, the line manager or supervisor must write to the employee(s) that they wish to interview, confirming that an investigation is to take place and explaining the reasons for the investigation (unless the employer has a good reason for not initially disclosing the nature of the investigation). The letter will invite the individual to an interview at which the problem can be investigated whilst making it clear that it is not a disciplinary hearing. EQ Properties Limited may invite the employee to be accompanied by either a colleague or a trade union representative (of their own choice). In exceptional cases the Employer may authorise an alternative companion to attend the meeting, such as when the employee is not a trade union member and where all the colleagues that could have been chosen are involved in providing evidence for the investigation. The employee is required to inform the line manager or supervisor conducting the investigation who the chosen companion is in good time before the meeting.

The role of the investigator is to ascertain the facts, assemble the evidence, and to decide whether there is a case to answer. It will be the responsibility of the investigator to present the case at a disciplinary hearing. The issue of confidentiality must be recognised at all times. The investigation must make it clear to those interviewed that a breach of EQ Properties Limited's principles on confidentiality could be a disciplinary offence. Every effort will be made to conclude the investigation as quickly as possible.

Once the matter has been investigated, the line manager or supervisor will decide how to progress. There will normally be three options:

1. The allegation has not been substantiated and no further action against the employee is required

2. The matter may not be sufficiently serious to warrant formal action, and may be resolved with training/coaching/counselling rather than by recourse to the formal disciplinary procedure
3. There is a prima facie case for the employee to answer, and the matter is serious enough to warrant the implementation of the formal disciplinary procedure

The final decision on whether to proceed with a formal disciplinary hearing will rest with the appropriate manager who is authorised to chair the formal hearing.

Step 2 - Formal procedures - disciplinary hearings

A disciplinary hearing should take place as soon as practicable following the conclusion of the investigation, and in normal circumstances, no more than 15 working days after the conclusion of the investigation. The timing and location of the meeting shall be reasonable. Employees will be given a reasonable opportunity to attend the disciplinary meeting. A single request for an adjournment of a disciplinary meeting by the employee because he/she is unable to attend will normally be granted.

Employees should be notified in writing of the alleged conduct, performance, characteristics or other circumstances which have led EQ Properties Limited to contemplate taking relevant disciplinary action against the employee, at least 7 working days in advance of the hearing, and will receive copies of all the relevant documentation that will be put to the person hearing the case. The employee has a right to be accompanied to the hearing by a companion. A companion may either be a trade union representative or a fellow employee. In exceptional cases the Employer may authorise an alternative companion to attend the hearing, such as when the employee is not a trade union member and where all the colleagues that could have been chosen will be a witness at the hearing. The employee is required to inform the manager who is conducting the hearing who the chosen companion is in good time before the hearing. EQ Properties Limited will notify the employee of whether EQ Properties Limited intend to call any witnesses to the meeting to give evidence. The employee is required to submit any papers to be considered at the hearing, to the person hearing the case, at least 3 working days in advance of the hearing.

The purpose of the disciplinary hearing is for EQ Properties Limited to consider all the evidence regarding an allegation, and to make a decision as to whether, on the balance of probabilities, the allegations against the employee are substantiated. If the allegations are substantiated, the hearing shall determine an appropriate sanction, with consideration to the seriousness of the allegation, and any mitigation presented by the employee. The hearing is the employee's opportunity to respond to the allegations against them and to state their case.

Employees are expressly prohibited from recording the disciplinary hearing without obtaining EQ Properties Limited's prior written consent.

EQ Properties Limited reserves the right to conduct a disciplinary hearing in the absence of the employee should the circumstances warrant it.

Examples of circumstances that may warrant a disciplinary hearing taking place in the absence of the employee are:

1. Where the employee has confirmed that the case can go ahead in their absence, in the presence of their representative
2. Where there is persistent refusal to attend the hearing in person
3. Where the employee is unable to attend, e.g. if in prison, but a decision on their employment needs to be made
4. Where an employee fails to attend a hearing without notification, the hearing may take place in their absence, with the presentation of the management's case

EQ Properties Limited will inform the employee if it decides to conduct a disciplinary hearing in the employee's absence.

Possible outcomes of the disciplinary hearing

The possible sanctions that may be imposed as a result of a disciplinary hearing are detailed below. It should be noted that time limits set out below will not apply where the misconduct involves sexual, racial or any other form of harassment.

Disciplinary action is usually cumulative where previous misconduct has occurred, and previous disciplinary action held on files has not expired. For example, if an employee already has an oral warning outstanding, the hearing will not usually recommend another oral warning, the minimum action will typically be to issue a written warning. However, repeated serious misconduct before or shortly after the expiry of previous warnings, i.e. occurring within 3 months of an expired warning, may result in dismissal with notice.

Maximum penalty if substantiated	Time before it will be disregarded for disciplinary purposes
Oral warning	6 months
Written warning	6 months
Final written warning	12 months
Summary dismissal for gross misconduct	N/A

Noted oral warning

For minor misconduct, the employee may be given an oral warning. A written note of this, along with papers relating to the investigation and hearing, will be held on the employee's file, but will be disregarded for disciplinary purposes after 6 months if there is no further recurrence of misconduct.

Written warning

If the misconduct is more serious, or where there is recurrence of minor misconduct, the employee may be given a written warning. Papers relating to the investigation and hearing will be held on the employee's file, but will be disregarded for disciplinary purposes after 6 months if there is no further recurrence of misconduct.

Final written warning

If misconduct is very serious but insufficiently serious to justify dismissal, or where there is another occurrence of misconduct or if previous misconduct after a written warning fails to improve, a final written warning may be given. Papers relating to the investigation and hearing will be held on the employee's file, but disregarded for disciplinary purposes after 1 year if there is no further recurrence.

Dismissal

Dismissal will only be considered for a first offence where there are allegations of gross misconduct. However, dismissal may also result from repeated misconduct where previous warnings are still current and conduct has not improved or, in some circumstances, where previous warnings have recently expired, i.e. within 3 months of an expired warning, or when the conduct has not improved. In these circumstances, notice of the dismissal or pay in lieu of notice will normally be given. Where the hearing is satisfied (notwithstanding having had due regard to any mitigation) that gross misconduct has occurred, the result can be summary dismissal without notice or pay in lieu of notice. A decision to dismiss can only be taken by a senior manager.

The date that any dismissal takes effect will not be delayed pending the outcome of an appeal. However, an appeal may result in a decision to dismiss being revoked. Should a decision to dismiss be revoked, any loss

of pay caused by the dismissal shall be reimbursed to the employee. If a decision to dismiss has been revoked and notice has been paid in lieu then any amount paid in excess of the employee's loss of pay caused by the dismissal is an overpayment and shall be reimbursed to the employer by the employee.

Penalties

The contents of this section 'penalties' will have contractual effect and are incorporated into each employee's contract of employment.

In addition to, or instead of a warning, the hearing may decide to impose a penalty. There is no fixed scale relating to penalties for particular offences; each case is decided individually in light of the circumstances. The penalty will be reasonable and proportionate to the nature of the misconduct. Options include:

1. Reimbursement by the employee of the loss or damage caused (such payments may be recovered from salary but will take account of existing commitments)
2. Transfer to another role in EQ Properties Limited for a specified period
3. Demotion
4. A financial penalty, e.g. pay increase withheld for a specified period

In addition, the hearing may also make recommendations, for example, in relation to changes to working practices, the provision of training, additional peer or line manager support etc.

Considering previous disciplinary action

Disciplinary action is usually cumulative where previous misconduct has occurred, and previous disciplinary action held on files has not expired. For example, if an employee already has an oral warning outstanding, the hearing will not usually recommend another oral warning, the minimum action will typically be to issue a written warning. Repeated serious misconduct may therefore result in dismissal with notice.

Wherever possible, the decision resulting from the hearing should be given to the employee on the same day as the hearing. Written confirmation should be sent to the employee within 5 working days, and should include details of:

1. The allegations heard and whether the hearing upheld the allegations
2. The sanction/penalty applied
3. The standards that must be achieved
4. Any training that may be given
5. Any special monitoring of the employee's conduct
6. The date(s) on which the employee's conduct will be reviewed, and the date on which the warning/penalty expires
7. What will happen if further misconduct occurs
8. The right of appeal

Where the result of the disciplinary hearing is dismissal, the employee will be provided with a statement of the decision. This shall detail the allegations heard, the evidence considered and the conclusions reached. It will also notify the employee of the right to appeal against the decision if he/she is not satisfied with it.

Step 3 - Appeals

Submitting an appeal

Where a sanction or penalty has been imposed, an employee has a right of appeal. Under normal circumstances, an appeal may be made on a number of grounds such as that:

1. There was a serious procedural error which resulted in a significant detriment to the employee (Note: a full rehearing can in certain circumstances cure procedural defects at an earlier stage in the procedure.)
2. The decision reached at the hearing was unfair and unreasonable in the circumstances, having due regard to the severity of the allegations and any mitigating circumstances
3. Further information has come to light, which, had it been known by the disciplinary panel at the time of the hearing, may have affected the panel's decisions

Appeals must be submitted in writing to the HR Manager, usually within 10 working days of the employee receiving written confirmation of the outcome of the disciplinary hearing. In submitting an appeal, the employee must state the grounds for appeal and outline their case in relation to their grounds for appeal.

Appeal hearing

The appeal may either be a review of the disciplinary sanction or a re-hearing depending on the grounds of appeal. Any sanction or penalty applied as a result of the outcome of the disciplinary hearing, can be reviewed by the appeal hearing, but will not be increased.

The appeal hearing will be heard by a person no less senior than the person who heard the original hearing. Under normal circumstances, the person who heard the original hearing will present the management case, and must forward a written submission and all relevant documentation to the HR Manager, at least 10 working days in advance of the hearing.

The employee has a right to be accompanied at the hearing by a companion. A companion may either be a trade union representative or a fellow employee. In exceptional cases we may authorise an alternative companion to attend the hearing, such as when the employee is not a trade union member and where all the colleagues that could have been chosen are providing evidence for the hearing. The employee is required to inform manager conducting the hearing who the chosen companion is in good time before the hearing. Employees are expressly prohibited from recording the disciplinary hearing without obtaining EQ Properties Limited's prior written consent.

An appeal should be heard as soon as possible after the receipt of the employee's notification of the grounds of appeal, and in normal circumstances within 20 working days of the appeal being submitted. At least 7 working days' notice of the arrangements for the appeal must be given in writing to the employee.

The outcome of the appeal hearing should normally be confirmed in writing to the employee within 3 working days of the hearing. Where an appeal against dismissal is not upheld, the employee will also be provided with a statement of the decision detailing the grounds for appeal presented to the appeal hearing, the evidence considered and the conclusion reached.

Discipline and grievances

Where an employee raises a grievance during a disciplinary process the disciplinary process may be temporarily suspended in order to deal with the grievance. Where the grievance and disciplinary cases are related it may be appropriate to deal with both issues concurrently.

When an employee raises a grievance during the meeting it may sometimes be appropriate to consider stopping the meeting and suspending the disciplinary procedure – for example when:

1. The grievance relates to a conflict of interest that the manager holding the disciplinary meeting is alleged to have
2. Bias is alleged in the conduct of the disciplinary meeting
3. It is alleged that management have been selective in the evidence they have supplied to the manager holding the meeting

4. There is possible discrimination

Gross misconduct

An employee's employment under the contract of employment may be terminated by EQ Properties Limited at any time immediately following the disciplinary procedure and without any notice, if an employee is guilty of gross misconduct.

If this happens, the employee will be notified in writing of the dismissal including the reasons for thinking at the time of dismissal that the employee was guilty of gross misconduct and informing the employee of their right of appeal. If an employee wishes to appeal against such a dismissal, they should inform the HR Manager within 10 working days of receipt of the written communication.

The following (non exhaustive) list provides examples of offences which are normally regarded as gross misconduct:

1. Theft, fraud and deliberate falsification of records such as time-sheets, expense forms and documents or information regarding qualifications and immigration status provided either when applying for a role or after recruitment.
2. Fighting, assaulting, bullying, harassing, victimising or discriminating against another person.
3. Deliberate and serious damage to EQ Properties Limited's property.
4. Disclosing confidential information about EQ Properties Limited, EQ Properties Limited's clients, customers or business partners (unless it is a protected disclosure made in the public interest under whistleblowing regulations).
5. Bringing EQ Properties Limited's business or reputation into disrepute by their actions or omissions or prejudicing the interests of the business or the business relationship EQ Properties Limited has with its clients/customers, suppliers or business partners.
6. Being convicted of a criminal offence which we believe detrimentally affects; an employee's ability to perform their obligations and duties; their relationship with our client/customers, business partners or staff; EQ Properties Limited's business reputation or the business relationship EQ Properties Limited has with its clients/customers, suppliers or business partners.
7. A breach of EQ Properties Limited's health and safety policy which caused injury to others or put others at risk of injury or which has either resulted in or put us at serious risk of prosecution.
8. A breach of any laws or regulations that affect EQ Properties Limited (including, but not limited to, the Data Protection Act 1998 and the Bribery Act 2010) which either has resulted in, or puts us at serious risk of, involvement in court proceedings or incurring criminal or civil liability.
9. Accessing another employee's personnel records without authority.
10. Offering or accepting a bribe, or any other breach of EQ Properties Limited's anti-bribery policy or the Bribery Act 2010.
11. Making an offensive, false or defamatory comment about any individual or organisation, whether orally or in writing such as through use of social networking websites or internet blogs.
12. Being concerned or interested in action which is damaging to or in competition with EQ Properties Limited's business.
13. Serious incapability through alcohol or being under the influence or in possession of illegal drugs.
14. Serious negligence which causes unacceptable loss, damage or injury.

15. Deliberately viewing or downloading pornographic or sexually explicit, racist or criminal material (including documents, pictures and videos) or seriously breaching EQ Properties Limited's electronic systems and communications policy.
16. Serious act of insubordination
17. Materially breaching a duty to act loyally, in good faith or in the best interests of EQ Properties Limited.
18. Unauthorised access to our computer networks or databases or confidential information.
19. Causing or attempting to damage, destroy or interfere with our computer networks or databases.