

GOSS INTERACTIVE LTD

CONTRACT OF EMPLOYMENT

This document dated 9th January 2017 sets out the main terms of your employment in accordance with the Employment Rights Act 1996, which together with your offer letter and Employee Handbook form the terms and conditions of your employment with Goss Interactive Ltd, 24 Darklake View, Estover, Plymouth, PL6 7TL

Employee: Simon Jarvis (*referred to as "you"*)

1. Commencement of Employment:

Your employment with the Company commences on: **TBC**

Your continuous employment with the Company commences on: **TBC**

2. Position:

The title of the job which you are employed to do is: **Placement Student for 12 months from commencement date.**

The Company may amend your duties either on a temporary or permanent basis. You will be notified of any permanent change in writing. In addition to your normal duties, you may be required to undertake additional or other duties as necessary to meet the needs of the business.

You agree to devote the whole of your time, attention and abilities during your hours of work to promote, develop and extend the Company's business and interests.

You may not without first obtaining the prior written consent of the Company accept or hold any office or directly or indirectly be interested in any other trade, business or occupation whilst working for the Company.

3. Criminal Disclosure:

Your employment is subject to a satisfactory Disclosure and Barring Service disclosure in accordance with the Rehabilitation of Offenders Act 1974 and the Police Act 1997.

You are further required to inform the Company immediately if at any time during your employment you are charged with or convicted of any criminal offences or are in receipt of any indictments or police cautions. Any such information disclosed to the Company will be processed in accordance with the Data Protection Act 1998. Failure to notify the Company of any such charges, convictions, indictments or cautions may result in disciplinary action against you, up to and including dismissal for gross misconduct.

4. Employee Handbook:

The Employee Handbook will be available for you to consult in the Office.

5. Probationary Period:

New employees are subject to the satisfactory completion of a three month probationary period. The Company reserves the right to extend this period at its discretion.

The Company will assess and review your work performance during this time and reserves the right to terminate your employment at any time during your probationary period.

During the first month of your employment, the Company or you may terminate your employment without notice.

After one month's service and up to the satisfactory completion of your probationary period, including any extension to this, either party may terminate your employment by giving one week's notice in writing.

6. Place of Work:

Your usual place of work is at the address specified on page one or any other current or future premises of the Company. However, the Company may reasonably require you to travel to and work at other locations within the United Kingdom from time to time.

7. Third Party Agreement:

Your employment with the Company may in some circumstances be conditional on the approval of third parties on whose premises you may be required to work.

If the third party withdraws permission for you to be at their site, the Company will consider all alternative arrangements that can be made in order to allow your continued employment with the Company. If, however, in the sole opinion of the Company, no suitable alternative arrangements can be made, the Company reserves the right to terminate your employment.

8. Pay:

Your salary will be *£16,500 per year* payable on or before the last day of each month, by cheque or BACS, in arrears.

The Company will review your pay annually and advise you in writing of any pay change. There is no automatic entitlement to an annual increase in your pay.

9. Bonus:

The Company operates a Profit Share Bonus Scheme, which you will be entitled to join after successfully completing your probationary period. The Scheme is based on the profitability of the business as a whole. However to qualify for the bonus employees must still be employed by the Company on the actual date the bonus is paid. Full details of the Scheme are available from the Managing Director.

The provision of these bonus payments is entirely at the discretion of the Company, and may be withdrawn or altered at any time.

10. Deductions:

The Company reserves the right to require you to repay to the Company by deduction from your pay:

- any fines, penalties or losses sustained during the course of your employment and which were caused through your conduct, carelessness, negligence, recklessness or through your breach of the Company's rules or any dishonesty on your part;
- any damages, expenses or any other monies paid or payable by the Company to any third party for any act or omission by you, for which the Company may be deemed vicariously liable on your behalf;
- the costs of any personal calls made by you on Company telephones, without prior authorisation from the Company;
- on termination of employment, any holiday pay paid to you in respect of holiday granted in excess of your accrued entitlement;
- any other sums owed to the Company by you, including, but not limited to, any overpayment of wages, outstanding loans or advances, or relocation expenses;
- any deductions otherwise entitled under this contract;
- where you have entered into a separate agreement with the Company, any outstanding costs detailed in the agreement.

You authorise the Company to make any such deductions from any and all monies owing to you by the Company.

11. Pension:

The Company operates a Group Personal Pension scheme applicable to your employment. You may be required to join the scheme on a salary sacrifice or alternative basis at the discretion of the Company. Full details of the scheme can be obtained from management. A contracting-out certificate is not in force in respect of this employment.

12. Hours of Work:

Normal working hours are 37.5 hours a week. We offer flexible working outside of the core hours of 10.00 to 4.00 pm subject to agreement with your line manager.

In addition to your normal hours of work, you are required to work any necessary additional hours for the proper performance of your duties.

13. Break Entitlement:

You are entitled to a daily 60 minute unpaid break.

14. Short-Time Working and Lay Off:

The Company reserves the right to introduce short time working or a period of temporary lay off without pay (with the exception of any statutory entitlement) where this is necessary to avoid redundancies, where work cannot be performed due to exceptional circumstances, or where there is a shortage of work.

15. Holiday Entitlement:

The holiday year runs from 1st January to 31st December.

Your annual holiday entitlement in any holiday year is 5.6 weeks (subject to a maximum of 28 days) which is inclusive of recognised public holidays

Your annual holiday entitlement will be pro-rata for the remainder of this year

You are entitled to one day's extra annual holiday for every complete years' service, up to a maximum of five days' extra holiday after six complete years service.

The Company recognises the following public holidays, the dates of which may vary from year to year:

New Year's Day	Good Friday	Easter Monday
May Day	Spring Bank Holiday	August Bank Holiday
Christmas Day	Boxing Day	

All recognised public holidays, which fall on a day you would normally work, are to be taken as paid holiday as part of your annual holiday entitlement specified above.

Where a recognised public holiday falls on a Saturday or a Sunday, alternative dates will be substituted for these. You will be advised of these as early as possible.

You may be required to work during recognised public holidays, depending on the needs of the business and will be given as much notice as possible of such a requirement.

If you are required to work on a recognised public holiday you will be entitled to receive an enhanced rate of pay.

If your annual holiday entitlement increases during a holiday year, the increase will not be applied until the start of the following leave year.

You will be paid your basic salary in respect of periods of annual holiday.

You are required to submit annual holiday requests to management as early as possible, normally giving a minimum of one month's notice prior to the requested annual holiday start date.

The Company may require you to take all, or part of any outstanding holiday entitlement, and reserves the right not to provide you with advance notice of this requirement.

You are required to reserve a specified amount of your annual holiday entitlement to cover the annual Christmas and New Year shutdown period. The exact number of days and timing of the leave will be confirmed to you as early as possible on an annual basis.

In the event of termination of employment, you will be entitled to holiday pay calculated on a pro-rata basis in respect of all annual holiday already accrued in the current holiday year, but not taken at the date of termination of employment.

If on termination of employment, you have taken more annual holiday than your pro-rata entitlement in the current holiday year an appropriate deduction will be made from your final payment.

If you are dismissed for gross misconduct, or you fail to give the required notice of resignation, you are not entitled to be recompensed for unused holidays in excess of the minimum statutory entitlement in the current holiday year.

Further details relating to holiday entitlement are set out in the Employee Handbook.

16. Absence Reporting:

You are required to notify the Company of your sickness absence. You should do this personally, by telephone, to your line manager by no later than 9.30 a.m. on the first day of absence.

Further details relating to the Company's absence procedure and rules are set out in the Employee Handbook.

17. Statutory Sick Pay:

You will be entitled to Statutory Sick Pay for any period of absence due to sickness or injury subject to meeting the required qualifying conditions.

Further rules relating to the notification of and payment in respect of absence because of sickness or injury are set out in the Employee Handbook.

18. Contractual Sick Pay:

The following provisions set out your Contractual Sick Pay entitlement, which is inclusive of any Statutory Sick Pay to which you may be entitled.

You must have three months continuous service to qualify for Contractual Sick Pay.

Length of Service	Full Pay
Less than three months' continuous service:	Nil SSP applies
Three months' to six months' continuous service:	One week
Six months' to one year's continuous service:	Two weeks
More than one year's continuous service:	One month

The calculation of Contractual Sick Pay will take into account any previous payments of Contractual Sick Pay made in the 12 months immediately before the first day of the current sickness absence.

If your absence is as a result of an injury or illness caused by a third party, any Contractual Sick Pay paid is required to be repaid if any compensation for loss of earnings is recovered from the third party.

Further rules relating to the notification of and payment in respect of absence because of sickness or injury are set out in the Employee Handbook.

19. Notice:

Following the successful completion of your probationary period, you are required to give one month's notice in writing to terminate your employment with the Company.

You are entitled to receive the following written notice of termination of employment from the Company:

<u>Length of Service</u>	<u>Notice Period</u>
Less than one month	No notice
End of probation period but less than five years' continuous service	One month
Five years' or more continuous service	One week per completed year of service up to a maximum of 12 weeks

The Company may exclude these notice provisions in the event of dismissal for gross misconduct.

The Company reserves the right to make a payment in lieu of notice for all or any part of your notice period upon the termination of your employment, regardless of whether notice to terminate the contract is given by you or the Company.

20. Garden Leave:

The Company reserves the right, at its sole discretion, not to offer you any work during the whole, or any part, of the notice period, and to require you not to attend work during this time. In these circumstances, you will continue to receive your normal pay and benefits to which you are entitled during the notice period.

Apart from the duty to attend work, you will remain bound by all the obligations and restrictions set out in your contract of employment. You must, within reason, remain available to be contacted by the Company.

You are not permitted to undertake any other form of employment, whether paid or unpaid, during your period of garden leave, without the Company's prior written permission.

21. Disciplinary Procedure:

The Company's Disciplinary Procedure, Code of Conduct and Standards are set out in the Employee Handbook. You are strongly advised to familiarise yourself with them.

The Company reserves the right to discipline or dismiss you without following the Disciplinary Procedure if you have less than a certain minimum period of continuous service as set out in the Employee Handbook.

22. Disciplinary and Dismissal Appeals:

If you are dissatisfied with any disciplinary or dismissal decision taken in respect of you, you may appeal to a Director. Further details on Disciplinary and Dismissal Appeals are set out in the Employee Handbook.

23. Grievance Procedure:

The Company encourages employees to settle grievances informally with their manager. If, however, you have a grievance relating to any aspect of your employment which you would like to be resolved formally, you must set out the nature of the grievance in writing and submit it to your line manager.

You will have the right to appeal against any decision taken in respect of your grievance. You should submit the written appeal to a Director.

Further details of the Grievance Procedure are set out in the Employee Handbook.

24. Health and Safety:

It is your duty and responsibility to familiarise yourself with, and to comply with, the Company's or any third party's health and safety policies and procedures. Breach of these rules may result in disciplinary action, up to and including the termination of your employment without notice for gross misconduct.

25. Dress Code and Appearance:

The image that the Company presents to its clients and customers is important. Accordingly, you are required to dress smartly during working hours and to wear any Company clothing which has been supplied to you. Should you turn up for work dressed inappropriately, the Company reserves the right to send you home without pay.

26. Personal Protection Equipment (PPE):

It is a condition of your employment that you wear any PPE, whenever required. The Company will supply you with Personal Protective Equipment (PPE) at the Company's expense.

27. Expenses:

When you are travelling or otherwise involved in Company business, the Company will pay your reasonable travelling, accommodation and out of pocket expenses. You should obtain receipts and present all expense claims for approval by your line manager within one month of expenditure.

28. Vehicles and Driving:

The Company may provide you with a vehicle to assist you in performing your duties.

The Company will meet all expenses incurred in your use of the vehicle including road tax, insurance, fuel and servicing costs.

You are not permitted to use the vehicle for private purposes, except with the prior consent of the Company.

If damage to a vehicle provided by the Company is incurred as a result of your negligence, or in breach of the Vehicles and Driving policy, you may be liable for the total cost of repairing the vehicle, for paying any insurance excess and/or any increase in premiums following a claim. Payments will be deducted from your pay unless an alternative method of payment is agreed with the Company.

Further rules regarding vehicles and driving are set out in the Employee Handbook.

29. Private Vehicle Use:

Where you are required to use your own vehicle to carry out your duties, you must ensure that your vehicle is insured accordingly for business use.

30. Mobile Phone:

You may be provided with a mobile phone and any accessories to assist you in performing your duties. It is your responsibility to ensure that proper care is taken of this equipment.

Further rules regarding the use of mobile phones are set out in the Employee Handbook.

31. Tools and Equipment:

Company tools and equipment are the responsibility of each employee who uses them. You are required to take care of all tools and equipment you use and ensure that all items are returned to the stores at the end of each working day, unless otherwise instructed by management. Failure to observe this rule may result in disciplinary action.

The Company reserves the right to deduct from your pay the costs of replacing or repairing any tools or equipment damaged as a result of your actions, beyond normal wear and tear.

32. Professional Qualifications and CPD:

Your employment and continued employment with the Company are conditional upon you having and retaining the appropriate professional qualifications and maintaining standards and levels of Continuing Professional Development (CPD) appropriate to your profession.

The Company reserves the right to terminate your employment with or without notice or payment in lieu in any case where it is discovered that you do not have or have failed to maintain the appropriate qualification or if you are disbarred from the appropriate Regulatory Body or Authority.

33. Confidentiality:

You agree that during the course of your employment you will have access to Confidential Information belonging to the Company. You shall not at any time during (except in the proper course of carrying out your duties) or after your employment, whether directly or indirectly, disclose to a third party or make use of any Confidential Information.

For the purposes of this section, "Confidential Information" is defined as information, regardless of the format or manner in which it is recorded or stored, which is not within the public domain and which relates to the business, products, finances, affairs, trade secrets, intellectual property, technical data, and know-how of the Company, its clients, customers, or any business contacts whatsoever.

You shall not make copies of or take excerpts from any of the Company's electronic or manual files, papers, styles, data or documents except as required in the ordinary course of your employment. You shall comply with all rules and policies of the Company regarding physical and logical security of all systems of the Company on which Confidential Information is stored.

34. Post-Termination Restrictions:

You acknowledge and agree that given the nature of your role, you will have access to Confidential Information, trade secrets and know-how which would result in considerable costs, both economic and otherwise, to the Company in the event that you were allowed to compete with the Company upon termination.

You agree that the Company has a legitimate interest in protecting its commercial interests, goodwill and a stable workforce and you agree, in consideration of the opportunity of working for the Company, to the following restrictions, for the purpose of protecting the Company's best interests.

In the event that any one or more or any part of the Restrictions set out below shall be rendered or judged invalid or unenforceable, such restriction or part shall be deemed to be severed from this agreement and such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining restrictions.

Non-Solicitation

You will not for a period of twelve months after the termination of your employment either personally or by an agent, whether on your own account or for or in association with any other person, firm, company or organisation, canvass, solicit or endeavour to take away from the Company the business or custom of any customer or client of the Company with whom you personally dealt during the twelve months immediately preceding the termination of your employment.

Non-Poaching

You will not for a period of twelve months after the termination of your employment either personally or by an agent, whether on your own account or for or in association with any other person, employ or engage any person who was during the twelve months before the termination of your employment engaged as an IT development or software engineer, any key employee responsible for designing installing and maintaining internet and e-mail related products and services, senior manager or sales and marketing.

35. Inventions and Intellectual Property:

The Company will own all Intellectual Property and Inventions that you produce in the course of your employment duties absolutely. You agree to sign all documents and carry out all such acts as will be necessary to achieve this. You also hereby waive all moral rights in all work for which the copyright is owned by the Company or will be owned by the Company, further to this section.

For the purposes of this section, "Intellectual Property and Inventions" means patents, trademarks, service marks, registered designs (including application for and right to apply for any of them) unregistered design rights, trademarks or service marks, trade or business names, copyright, or know-how and any similar rights in any jurisdiction.

Rights and obligations under this section in respect of Intellectual Property made during your employment shall continue in force after termination of your employment howsoever caused and will be binding upon your representatives.

36. Data Protection:

In accordance with the Data Protection Act 1998, it will be necessary for the Company to maintain personal data which is processed for the purposes of your employment.

37. Changes to Terms of Employment:

The Company reserves the right to make reasonable amendments to your terms and conditions of employment. Any changes or amendments to the terms of your employment will be confirmed to you in writing within one month of them taking effect.

38. Acknowledgement:

You acknowledge receipt of this document and having been shown a copy of the Employee Handbook. You further acknowledge and agree that you have read, understood and accept the terms and conditions of employment contained within this document, which together with the Employee Handbook forms your Contract of Employment.

Signed by:  (Employee)

Date: 18/01/2017

Signed by: 

For and on behalf of **Goss Interactive Ltd**

Print name and position: ROB GILGUS
COMPANY SECRETARY

Date: 18/1/2017