

STATEMENT OF PARTICULARS

This document sets out your principal terms and conditions of employment as required by The Employment Rights (Northern Ireland) Order 1996.

Together with the Employee Handbook, (except where explicitly stated otherwise), it constitutes part of the contract of employment between:

KMConnect Limited T/A

&

Your employment with us commenced on
counts as part of your period of continuous employment.

No previous employment with us or any other employer

JOB TITLE

Your Job title is

PLACE OF WORK

Your normal place of work is .

For operational reasons you may be required to work, either temporarily or permanently, at and from any of the company's stores within a reasonable travel distance. You will not be required to work outside of the United Kingdom during your employment with us.

HOURS OF WORK

Your normal hours of work will be from Sunday to Saturday (including bank holidays). Providing you work for over 6 hours on your shift, you will be entitled to a 60 minute unpaid break. Due to the nature of the business it is impossible to predict trading conditions and it is a requirement of your role to have a level of flexibility with regards to starting and finishing times. This may mean that you are asked to go home early on occasions and you will be provided with additional hours on another day to make up the remainder of your working week.

Your weekly working rota will be decided by your manager and confirmed to you separately. The business has the right to change your working rota from time to time manager with immediate effect by verbal notice from your line manager .

In addition, you are also expected to work extra hours as the needs of the business may require. Please note that it's a condition of your employment that you agree to such reasonable requests. In the event that you're required to work additional hours, payment when pre-authorised, will be at the basic rate and in agreement with the Company Overtime Policy.

REMUNERATION

Your salary is per annum. You will be paid monthly by bank transfer on the last banking day of the month into your nominated bank account or building society.

If you change the account you wish your payments to be made into it is important that you give us as much notice as possible to be able to accommodate the change. Your salary is set at such a level to incorporate the requirement for any additional hours. All payments will be subject to normal deductions for tax and national insurance contributions. You will be provided with an electronic payslip each pay period detailing how your pay has been calculated.

Any overtime worked above contract hours is paid at a rate of £10.90/hr.

BENEFITS

Your position has the benefit of a retail bonus scheme.

Once you have completed four weeks with us, you will be eligible to participate in the Retail Bonus Plan. Eligibility to participate in this bonus plan is at the Company's discretion and the plan can be amended or withdrawn at any time.

The bonus plan reflects the current retail strategy and as a result, you will be expected to achieve specific targets and demonstrate the behaviours that help to deliver this strategy. Your manager will be able to provide you with more information on the bonus plan and the targets set.

No bonus payments will be made whilst you are under notice to terminate your employment with us.

ANNUAL LEAVE

Our holiday year runs from the 1st January and ends on 31st December each year. You are entitled to 5.6 working weeks holiday during each full holiday year and will be paid at your normal basic rate of pay. If your employment with us commences part way through a holiday year, you will receive a pro-rata holiday entitlement.

The following public/bank holidays are regarded as normal working days and as such if you are authorised to take any of these days as holiday, it will be deducted from the above entitlement.

New Year's Day	Spring Bank Holiday
Good Friday	Summer Bank Holiday
Easter Monday	Christmas Day
Early May Bank Holiday	Boxing Day
St Patricks Day	NI July Bank Holiday

Due to the nature of our business, any requests for annual leave during peak trading seasons, i.e. December will not be approved.

A payment in lieu of untaken holidays will be made for any holidays which you have accrued during the current holiday year but have not taken at the time of your termination of employment.

Please note that accrued holiday does not roll over from year to year and any accrued holiday that is not taken in the current holiday year will be forfeited.

If you have taken more holiday than your accrued entitlement at the date your employment terminates, we shall be entitled to deduct from your final remuneration payment (or any other monies which the Company may owe you), one day's pay for each day taken in excess of your accrued entitlement.

Holiday entitlement at the date your employment terminates will be calculated as 1/12th of your annual entitlement for each full month worked from the start of the holiday year up to your effective date of termination.

INCAPACITY FOR WORK

If you are unable to attend work due to illness or injury, and you satisfy the relevant requirement, you will receive Statutory Sick Pay (SSP). We do not offer any contractual sick pay. If you are unable to attend work for any reason you must follow the reporting procedures detailed in your Employee Handbook.

COLLECTIVE AGREEMENTS

We do not recognise any Trade Union or any other body, for collective bargaining purposes. This does not however, prevent you from joining a Trade Union independently should you so wish.

REQUIREMENT TO WORK OUTSIDE OF THE UK

You are not required to work outside of the United Kingdom for more than a month.

GRIEVANCE PROCEDURE

If you feel you wish to complain about how you are treated at work you should raise a Grievance with the Line Manager clearly stating your matter of concern in writing. The procedure for raising any grievance is set out in the Employee Handbook. You are required to make yourself conversant with this document.

DISCIPLINARY RULES AND PROCEDURES

The disciplinary rules and the procedure for dealing with disciplinary matters and appeals are set out in the Employee Handbook. You are required to make yourself conversant with this document.

CAPABILITY

On completion of your probation you will be subject to on-going assessment in terms of your capability and conduct in performing and maintaining the standards required for the efficient performance of your duties. If we feel it is necessary to discipline or dismiss you on the grounds of your conduct or capability, you have the right to appeal against the decision. If you do wish to make an appeal you should do so in writing to the Director within 7 calendar days of the date you were informed of the decision made.

PENSION

In line with current legislation, you will be automatically enrolled into the Pension Scheme. Further details of the scheme will be supplied to you under separate cover.

TERMINATION OF EMPLOYMENT AND NOTICE PERIODS

If you wish to terminate your employment with us you are required to give the following notice:

Under one month's service	No notice required
One month up to successful completion of your probationary period	One week
Upon completion of your probationary period	One month

If we terminate your employment we will give you the following notice:

Under one month's service	No notice required
One month up to successful completion of your probationary period	One week
Upon completion of your probationary period but less than five years'	One month
If you have in excess of five years' service	One week's notice for each year of continuous service, subject to a maximum of twelve weeks' notice after twelve years' service.

We reserve the right to pay in lieu of notice.

This Payment in Lieu will be equal to the basic pay (as at the date of termination) which you would have been entitled to receive during the notice period (or, if notice has already been given, during the remainder of the notice period) less income tax and National Insurance contributions.

For the avoidance of doubt, the Payment in Lieu shall not include any element in relation to:

- Any bonus payments that might otherwise have been due during the period for which the Payment in Lieu is made;
- Any payment in respect of benefits which the Employee would have been entitled to receive during the period for which the Payment in Lieu is made; and
- Any payment in respect of any holiday entitlement that would have accrued during the period for which the Payment in Lieu is made.

If you are summarily dismissed by reason of Gross Misconduct, there will be no notice paid nor will any payment be made in lieu of notice.

RIGHT TO SEARCH

The Employer reserves the right to search employees or any of their property held on the Employer's premises, at any time, in accordance with the Right to Search Policy, a copy of which is available in your handbook.

SECURITY AND CONFIDENTIAL INFORMATION

To enable us to work efficiently for our customers they entrust us with confidential and personal information. A breach of trust could not only lose the customer, but could also diminish the confidence of other customers.

It is important that you remember this, and the following are the Company rules for preventing outsiders from gaining access to this information:

- a) You shall not (except in the proper course of your duties), either during the course of your employment or at any time after its termination (however arising), use or disclose to any person, company or other organisation whatsoever any Confidential Information pertaining to KM Connect or to any of its customers. Confidential Information includes information (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory) relating to the business, products, affairs and finances of the Company, and trade secrets including, without limitation, technical data and know-how relating to the business of the Company or any of its business contacts.
- b) Our customers and their transactions should never be discussed with anyone apart from employees of the Company, and never in a public place.
- c) You should not take letters, copies of letters, invoices, reports, software or any other documents for your own use or for the use of others and/or send electronic material belonging to the Company. Documents may only be removed for use on company business and must be returned at an appropriate time. Copies may not be retained by you.
- d) You must not leave confidential information lying where it can be seen by any individuals outside of KM Connect employees. This applies when working in the office and also from home. Confidential waste should be securely retained and/or shredded at the end of every day.

RETURN OF COMPANY PROPERTY AND RECORDS

Upon termination of your employment with the company for any reason, the employee shall immediately and no later than the last day of your attendance for work at the company's premises:

- a) Deliver to the Company all documents, materials, records, correspondence, papers, electronic devices (including laptops and mobile phones) and information (on whatever media and wherever located) relating to the business or affairs of the Company or its business contacts or customers which is in his/her possession or under his control;
- b) Irretrievably delete any information belonging to the Company stored on any magnetic disc or memory and all matter derived from such sources in your possession or under your control outside the Company's premises;
- c) Return to us all keys and equipment belonging to the Company, and
- d) Return to us all records giving details of customers of the Company or giving details of any work or matter concerning the Company.

CHANGES TO TERMS AND CONDITIONS

In the event of any change to any of the main terms and conditions in this statement, you will be individually notified in writing of the particulars of the change within one month of the change. This provision concerns notification only and does not mean that the employer has a contractual right to vary the terms and conditions without your agreement.

EMPLOYEE SIGNATURE

I acknowledge receipt of this Statement of Particulars and agree that, for the purpose of the Working Time Regulations (NI) 1998 it constitutes a Relevant Agreement.

I confirm that I have read and understand the contents of the Employee Handbook. I am aware that if I do not understand any of the contents I should speak to my Line Manager.

I confirm that I have read and understand the final section of the Employee Handbook entitled 'Summary of our rights to deduct' and agree that this section, along with all other sections of the Employee Handbook (except where expressly stated) form part of my contract of employment.

Signed Date
(Employee)

Signed *Kevin Mcfeely* Date
(Employer)

In signing this statement of main terms and conditions I am providing my consent for my personal data to be processed and stored for relevant Company purposes in accordance with the United Kingdom General Data Protection Regulation 2020 and the Data Protection Act 1998.

Relevant Agreement

For the purposes of the Working Time Regulations (NI) 1998, the following provisions in this Statement are to be treated as agreed in writing:

1. The holiday year.
2. The compensation to be paid to the employer where holiday entitlement is exceeded at the date of termination.