



**DATE: 11th of May 2015**

**Company Name Ltd**

**- and -**

**Mr Frederick B Loggs**

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**CONTRACT OF EMPLOYMENT**

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This contract incorporates your Section 1 Employment Rights Act 1996 Statement of Employment Particulars.

**Employer Details** Company Name Ltd of 52 Wharf Road, London (hereinafter referred to as the 'Company').

**Employee Details** Mr Frederick B. Loggs of 28 Acacia Avenue (hereinafter interchangeably referred to as 'you' and / or the 'Employee').

**Third Party/s** Reference to the Company shall be taken to include any group company or business (i.e. an entity that has shared ownership with the Company) including but not limited to those entities set out below and these entities shall be able to enforce the rights conferred by the provisions in that section as if they were the Company.

### **Due Diligence**

1. Commitment The Company is committed to recruiting and retaining a capable and motivated workforce.

You have chosen to take up employment with the Company and by entering into this contract you agree to reciprocate the Company's commitment by applying yourself wholeheartedly and enthusiastically to your duties.

2. Warranties By entering into this agreement you acknowledge and warrant as follows:

- (i) that by entering into this agreement and fulfilling your obligations under it, you are not in breach of any obligation to any third party;
- (ii) that you have disclosed to the Company any conflict of interest or other information that could be reasonably required by the Company as part of its due diligence;
- (iii) that you have disclosed to the Company in writing any previous convictions other than spent convictions;
- (iv) that you are entitled to work in the UK without any additional approval/s and will notify the Company without delay of anything that affects or may affect this entitlement.

### **Details of Employment**

3. Nature and Duration of Employment Your employment with the Company under this contract began on 5<sup>th</sup> April 2015.

Your period of continuous employment began on 5<sup>th</sup> April 2015.

No period of employment with a previous employer counts towards your period of continuous employment.

Your employment is a permanent appointment terminable on minimum notice.

4. Probationary Period For all new employees confirmation of appointment is subject to satisfactory completion of a probationary period of 6 months.
- During this time performance and conduct will be monitored.
- At the end of the probationary period your performance will be reviewed and if found satisfactory your appointment will be confirmed.
- The Company may at its absolute discretion extend the probationary period for any reason whatsoever.
5. Job Title / Duties Your job title is General Manager. A copy of your Job Description will be provided to you and may be amended from time to time at the Company's discretion.
- You will be required to undertake all duties that are within your capabilities within the context of your job title and any additional duties that are reasonable in all of the relevant circumstances.
- The Company reserves the right to vary your duties and responsibilities at any time according to the needs of the Company's business.
- You agree to follow all instructions that are given by the Company's management, to carry out your duties as directed and to devote your whole working time and attention to your duties and the Company's interests.
- You may be required to carry out duties for other companies that are affiliated with, or have a close relationship with, the Company.
6. Place of Work The normal place for work undertaken by you for the Company is 52 Wharf Road, London.
- You may be required to travel to other parts of the country and undertake your duties at locations other than your Place of Work from time to time.
- There is no requirement for you to work outside the United Kingdom.

## **Employee Remuneration and Benefits**

7. Remuneration For all Employees the right to pay depends upon work being provided.
- You will be paid a gross annual salary of £26,000.00 in 12 equal installments and your right to pay will accrue from day to day.

You will be paid monthly in arrears by the 28th of each month.

You will be paid by bank transfer and the Company may vary the method of payment at its discretion.

8. Overtime

Where you work in excess of your average weekly hours and there is no expectation that seasonal adjustments in relation to your job role will compensate for this, you will be entitled to overtime pay at the rate of time and a half for each hour worked.

Overtime is only payable where the Company's management have authorized the overtime worked.

In the case of salaried employees the hourly rate will be calculated by dividing contracted hours by pay.

9. Sick Pay

There is no right to company sick pay. You are entitled to Statutory Sick Pay provided you have followed the rules for sickness reporting (see below).

10. Rehabilitation /  
Phased Returns

If following absence due to ill health a qualified health professional advises that you should be allowed a phased return to work and where it is reasonable to make this adjustment you will only receive pay for the hours / days you attend work.

11. Commission

If Commission applies to your employment you will be notified of this in writing and the basis upon which any Commission payments are made is contained in the Company's Commission Policy.

The Company may vary, amend or remove its Commission Policy at any time and at its absolute discretion.

It is hereby agreed that no express or implied contractual right to commission under any Commission Policy operated by the Company from time to time exists.

Any Commission payment/s that may be made shall not be pensionable

12. Bonus

You may receive a Bonus under any bonus scheme adopted by the Company from time to time, however, any such payment will be made on an ex gratia basis and is not a matter of contractual entitlement, neither shall any custom or practice in this regard be taken to give rise to any implied obligation upon the Company to make further or subsequent payments.

Any Bonus scheme operated by the Company from time to time may be withdrawn at its absolute discretion and you may be excluded from participation in any such scheme at the Company's absolute and unfettered discretion.

Any Bonus payment/s that may be made shall not be pensionable

13. Expenses You may reclaim any expenses that are properly incurred in the proper performance of your duties provided you complete an expenses claim form and provide original receipts for each expense claimed.  
You may claim a mileage expense of <amount> per mile for business mileage.

14. Pension All qualifying Employees will be automatically enrolled onto a Work Place Pension Scheme by the relevant staging date.

## **Working Time**

15. Hours of Work Your normal hours will be 9.30 am to 5.30 pm from Monday to Friday with an hour for lunch. Accordingly your normal weekly hours of work will be 35.  
You may be required to work hours in addition to your normal working hours if this is necessary to fulfill the requirements of your role.  
The Company may vary your normal working hours on a temporary or permanent basis.

16. Working Time Regulations (WTR) It is agreed that where the needs of the business require it you may work more than 48 hours per week and that accordingly you are opted out of the WTR, however, if at any time you wish to opt in to the WTR 48 hour week you may do so by giving the company 2 months notice in writing.

17. Breaks It is your responsibility to ensure you take breaks totaling 1 hour per day; this may be in a single lunch hour, or breaks of not less than 20 minutes each and totaling 1 hour.  
The Company may stipulate the timing and duration of breaks. Breaks taken in excess of 1 hour per day without prior approval from management will be treated as serious misconduct and dealt with as a disciplinary matter.

18. Time Recording You must complete a contemporaneous record of your working hours including break times and submit time sheets to your manager as required. Inaccurate time recording will be dealt with as a clocking offense and as a disciplinary matter.

19. Suspension The Company may suspend you from duties and require you to remain at home and desist from contacting its clients, suppliers or employees if it is necessary to investigate alleged conduct that may constitute..... **(continued)**