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## STATEMENT OF MAIN TERMS OF EMPLOYMENT

This Statement, together with the Employee Handbook, forms part of your Contract of Employment (except where the contrary is expressly stated) and sets out particulars of the main terms on which

**Fox Group (Moving & Storage) Limited**  
**Head Office, 10 Somerset Road, Cwmbran, Gwent, NP44 1QX.**  
employs

.....  
Your employment began on..... and no previous employment counts as part of your continuous period of employment.

**JOB TITLE** ..... (Manual: Weekly paid)  
Your duties will be advised by your manager or a director.

### PROBATIONARY PERIOD

You join us on an initial probationary period of three months. During this period your work performance and general suitability will be assessed and, if it is satisfactory, your employment will continue. However, if your work performance is not up to the required standard, or you are considered to be generally unsuitable, we may either take remedial action (which may include the extension of your probationary period) or terminate your employment at any time. You will be informed of the outcome of your probationary period by your Manager and you should not consider your probationary period to have passed until such notification has been received.

### PLACE OF WORK

You will normally be required to work at the ..... Depot. You may be required to work outside the United Kingdom but not for a period exceeding one month.

### HOURS OF WORK & REMUNERATION

Your normal hours of work are not variable; however, your working pattern may vary. Your normal hours of work are 16 per week averaged over any 2 days between Monday and Sunday, as agreed with your manager. Actual start/finish times will vary. Break(s) of 60 minutes per day are unpaid. For the purposes of WTD (working time directive) a 26 week reference period which is 130 working days, applies. You will be required to hand in a timesheet on a weekly basis for monitoring purposes. You will be directed to take time off if your Manager considers this average limit is likely to be exceeded.

Your standard rate of pay per day is currently £ .....per 8 hours, payable weekly in arrears by credit transfer as detailed on your pay statement. An additional £... per day will be paid to LGV Drivers on the weekdays they draw a trailer.

You may only work less than the 8 hours per day contracted and leave work early with the signed permission of your manager. If you have accrued overtime this will be deducted from any short hours resulting from requested early finishes. If you have not accrued overtime then you will only be paid the hours you work.

Overtime will be paid at your basic hourly rate from Monday to Friday. This will normally be paid in the following week unless you make an agreement with your manager to take time off in lieu or save for up to 4 weeks; to be noted and signed by your manager on your weekly timesheet.

If a Saturday or Sunday is worked then your hourly rate plus 50% is paid. 4 hours minimum. As directed by your manager, any employee finishing early without authorisation will be paid actual hours worked.

If a Saturday or Sunday is worked then your hourly rate plus 50% is paid. 4 hours minimum. An 8 hour day rate is payable only if agreed by your manager, any employee finishing early without authorisation will be paid actual hours worked.

The European stand down rate is a standard day rate and this can substitute a working day in the current or following week. These days count as 0 in respect of WTD.

Annual holidays will be paid at a minimum of your weekly daily pay. In addition, any weekly overtime earned in the previous 52 weeks will be averaged and added to this rate.

You should refer to the current published rates and pay and additional conditions which are available from your manager.

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## **BENEFITS**

### **BONUS SCHEME**

The company may contribute to a Christmas bonus scheme. This is at the discretion of the Managing Director in relation to financial circumstances in this trading year.

The details included above does not form part of your contract of employment and may be amended or withdrawn at any time.

### **COLLECTIVE AGREEMENTS**

There are no collective agreements which directly affect your terms and conditions of employment.

### **ANNUAL HOLIDAYS**

Your holiday year begins on 1st May and ends on 30th April each year. You will receive a paid holiday entitlement of \*20 days during a complete holiday year. In your first holiday year your entitlement will be proportionate to the amount of time left in the holiday year. After 5 years continuous employment your annual entitlement may be increased by \*1 day per year up to 10 years and to a maximum of \*25 days in total, at the discretion of the Managing Director. We may also allow these additional 1-5 days holidays to be cashed as additional wages. You are not permitted to take holidays during the following periods:

- The month of August
- The 2 weeks of Easter containing Good Friday and Easter Monday
- The days of December preceding Christmas Eve
- No more than 2 weeks annual leave to be taken in the July to September summer quarter.

You are required to complete a holiday request form and hand to your Line Manager for approval (or rejection as the case may be).

There is often little or no work in the Christmas to New Year period. Annual holiday are to be retained and taken from 24<sup>th</sup> December to 1<sup>st</sup> January. In the event that you fail to retain or do not accrue sufficient annual leave then you will be directed to take unpaid leave. Every effort will be made to secure remunerate work and avoid this.

Conditions relating to the taking of annual holidays are shown in the Employee Handbook to which you should refer.

### **BANK HOLIDAYS**

In addition to your four working weeks annual holiday entitlement you will be allocated a further \*8 paid holidays. These normally will be taken on Public/Bank holidays or as directed by Management:-

The public/bank holidays each year are:

New Year's Day	The last Monday in May
Good Friday or Tuesday following Easter Monday	The last Monday in August
Easter Monday	Christmas Day
The first Monday in May	Boxing Day

\*Employees contracted to work on a less than a 5 days per week basis will be paid up to 28 days (plus additional days after 5 years employment) annual and bank holidays on a pro rata basis. This will be calculated at 0.12 days holiday per additional weekday worked.

### **OTHER PAID LEAVE**

You are entitled to the following types of paid leave subject to any qualifying criteria and notification requirements:

- i) Maternity, paternity, adoption, shared parental leave with pay in line with statutory entitlements in place from time to time.
- ii) Qualifying parents are entitled to parental bereavement leave and pay in line with statutory entitlements in place from time to time.

### **SICKNESS PAY AND CONDITIONS**

There is no contractual sickness/injury payments scheme in addition to SSP.

Conditions relating to the above are shown in the Employee Handbook to which you should refer.

### **TRAINING**

At the commencement of your employment you will receive training for your specific job, and as your employment progresses your skills may be extended to encompass new job activities within the business. It is a condition of your employment that you participate in any training deemed necessary by us for you to reach the required levels of attainment standards.

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No further training entitlement is offered by the Company.

#### **CAPABILITY AND DISCIPLINARY PROCEDURES**

The disciplinary rules and procedures that form part of your contract of employment and the procedures that will apply when dealing with capability or disciplinary issues are shown under the headings "Capability Procedures" and "Disciplinary Procedures" in the Employee Handbook to which you should refer.

#### **CAPABILITY/DISCIPLINARY APPEAL PROCEDURE**

Should you be dissatisfied with any decision to take action or dismiss you on capability/disciplinary grounds, you must apply, either verbally or in writing, to a Director within five working days of the decision you are complaining against. The Company will exercise discretion in hearing appeals which are submitted outside of this timeframe. Further information can be found in the Employee Handbook under the heading "Capability/Disciplinary Appeal Procedure" to which you should refer.

#### **GRIEVANCE PROCEDURE**

Should you feel aggrieved at any matter relating to your employment, raise a grievance promptly with your Manager, either verbally or in writing. Whilst there is no deadline by which grievances must be lodged, it may be more difficult for the Company to effectively deal with your grievance if the complaints relate to something which took place a long time ago. Further information can be found in the Employee Handbook.

#### **NOTICE OF TERMINATION TO BE GIVEN BY EMPLOYER**

Under 1 month's service - Nil.

1 month but less than 2 years service - 1 week contracted hours

2 years service or more - 1 week contracted hours for each completed year of service to a maximum of 12 weeks after 12 years.

#### **NOTICE OF TERMINATION TO BE GIVEN BY EMPLOYEE**

Under 1 month's service - Nil.

1 month's service but less than 5 years service - 1 week.

5 years service or more – 1 month.

#### **PAY IN LIEU OF NOTICE**

We reserve the contractual right to give pay in lieu of all or any part of the above notice by either party.

#### **OUR RIGHT TO DEDUCT PAYMENTS**

We reserve the right to deduct amounts directly from wages for overtaken holiday, loss or willful destruction of company equipment or fines paid on your behalf for parking fines or moving traffic violations. Notification with details will be given before any deduction is made and where possible stage payments will be agreed.

#### **PENSION AND PENSION SCHEME**

There is a pension scheme applicable to your employment and you will be automatically enrolled. Further details are available from your Manager.

#### **SHORTAGE OF WORK**

If there is a temporary shortage of work for any reason, we will try to maintain your continuity of employment even if this necessitates placing you on short time working, or alternatively, lay off. If you are placed on short time working, your pay will be reduced according to time actually worked. If you are placed on lay off, you will receive no pay other than statutory guarantee pay. As an alternative to lay off we will try to offer flexible working to maintain levels of remuneration.

#### **SECONDARY EMPLOYMENT**

Please note that you are not permitted to undertake any secondary employment, whilst working for the Company, without the written consent of a Director.

#### **CRIMINAL RECORDS CHECK**

It is a condition of employment that regular Criminal Record checks can be undertaken by the company and any other specific security checks relating to commercial contracts.

#### **DATA PROTECTION**

The Company holds personal data and sensitive personal data relating to you which is subject to the Data Protection Act 1998. This data will be held and processed by the company, for payroll, tax, National Insurance, employment legislation and other purposes. Data also held will include, but not be limited to: medical information for the purpose of your employment and fitness to carry out your duties and data regarding sex, marital status, race, ethnic origin or disability; The Company will process and may disclose such data and You consent to the processing and disclosure of such data, both manually and by electronic means, both inside and, where necessary, outside the European Economic Area, for the purposes of the administration and management of your employment and/or the Company's business.

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