

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 and Storage) Ltd
Head Office, 10 Somerset Road, Cwmbran, Gwent, NP44 1QX
Employs:

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

JOB TITLE

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 40 per week averaged over any 5 days per week, between Monday and Sunday, as agreed with your manager. Actual start/finish times will vary. Break(s) of 60 minutes per day are unpaid and in line with working time regulations. 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 **£8.00** 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 accrue 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. An 8 hour day rate 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 of pay and additional conditions which are available from your manager.

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 HGV drivers or Team leaders 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 reminded that we are a seasonal business and the summer quarter (July to September) is our business period. You are requested to limit holidays in this period and any leave may be restricted as per the needs of the business.

No more than 2 weeks annual leave to be taken in the July to September summer quarter and ideally not on 2 consecutive weeks.

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 24th December to 1st 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. In summary, holidays should be limited in the July to September quarter as this is our business period. Holidays must be spread evenly throughout the holiday year as they are accrued.

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

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.

SICK LEAVE, 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.

No further training entitlement is offered by the Company.

MANUAL DRIVING LICENCE

As driving is a necessary part of your role it is imperative that you endeavour to obtain a valid driving licence suitable for the vehicle that as a business we operate during your employment. You are required upon request to produce your driving licence to the management. We may also require you to provide us with the ability to access your driving licence details online. If at any time your licence is endorsed, or you are disqualified from driving, we must be informed immediately. Should you not be able to prove that your licence remains valid for the class of vehicle we require you to drive, your continued employment may be affected.

Data collected about driving licences will be processed in line with the Data Protection Act. You may read more about the data we hold on you, why we hold it and the lawful basis that applies in the employee privacy notice.

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.

2 years service or more - 1 week 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 1 years service - 1 week.

1 years service up to 5 years – 2 weeks

5 years service or more – 4 weeks

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.

You may, at any time, remove your consent to hold information, if it does not prevent the company from managing your employment, or affect the company's ability to service its customers and carry out its business. Information about you will be removed from the database at a suitable period after your employment ceases.

Fox also holds information and data concerning other employees, customers and suppliers, for the purposes of providing its services, which you will need to use at various times. You will be required to sign and adhere to the Fox IT privacy and data protection policy as part of your employment conditions and be aware that you may only use data about other employees, customers and suppliers, for the purpose which it is intended.

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For and on behalf of the Employer

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(Date)

I acknowledge receipt of this statement and agree that, for the purpose of the Working Time Regulations, any applicable entitlements and provisions constitute a Relevant Agreement.

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(Employee)

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(Date)
