



Computing Data...

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COMPUTING DATA LIMITED ("The Company")

STANDARD TERMS AND CONDITIONS OF EMPLOYMENT

- 1 **NAME:** _____ **NI #:** _____
- 2 **PLACE OF WORK**
- 2.1 Your normal place of work will be 329 Preston Road, Grimsargh, but the Company reserves the right to change this to any place within twenty-five miles. You will normally be given at least one month's notice of any such change.
- 3 **COMMENCEMENT OF EMPLOYMENT**
- 3.1 Your employment began on _____
- 3.2 Your continuous employment (taking into account any service with a previous employer which counts), began on _____
- 4 **JOB TITLE**
- 4.1 Your job title is _____
- 4.2 In addition to your normal duties, you may be required to undertake other duties from time to time.
- 4.3 You are required to report to _____
- 5 **PROBATIONARY PERIOD**
- 5.1 The first _____ months of your employment will be probationary.
- 5.2 Your employment will be terminated on one week's notice given in writing by the Company at any time during or at the end of this period.
- 5.3 Your continued employment will be reviewed at the end of your probationary period.
- 6 **WAGES**
- 6.1 Your basic wage at the commencement of your employment will be not less than £ _____ per hour.
- 6.2 Your wages will be paid weekly in arrears by credit transfer, cheque or cash.
- 6.3 Your wages will be reviewed from time to time as circumstances dictate and on any such review you will be notified of any changes to your wages.
- 7 **NORMAL HOURS OF WORK**
- 7.1 You are normally required to work _____ hours per week.
- 7.2 Your normal hours of work will be _____ hours per day, _____ days per week between the hours of _____ and _____. Your actual working hours will vary from week to week and will be notified to you at least one week in advance. You will be allowed breaks, where relevant, for lunch and otherwise as is required by law but the precise times of which will vary from day to day.
- 7.3 You are also required to work such additional hours as may be necessary for the proper performance of your duties. There will be additional payment for hours worked in excess of your normal hours of work, for the first 37.5 hours per week you will be paid at the basic rate thereafter it will be at the basic rate plus 50%.
- 7.4 From time to time the Company may pay at a higher rate. These rates will be notified to you at the relevant time.
- 8 **CLOCKING PROCEDURE**
- 8.1 You are required to sign in on attending your place of work and to sign out on leaving your place of work for any reason other than your normal finishing time.
- 8.2 You must not sign in or sign out any other employee or permit someone to sign in or out for you or interfere with the signing-in book for any reason.
- 9 **OVERTIME**
- 9.1 You are required to work overtime from time to time as so instructed by the Company.
- 9.2 The Company will attempt to give reasonable notice of such overtime.
- 9.3 All overtime must be authorised by the Company.
- 9.4 No payment for overtime will be made unless it has been previously authorised by the Company.
- 10 **REDUCTION IN NORMAL HOURS OF WORK**
- 10.1 The Company reserves the right to lay you off without pay or to make temporary reductions to your normal hours of work if in view of the Company this should become necessary.
- 10.2 You will be given not less than 24 hours notice of any such lay-off or not less than one week's notice of any reduction in your normal hours of work.
- 11 **BASIC COMPANY HOLIDAY ENTITLEMENT**
- 11.1 The Company's holiday year runs from 1 April to 31 March.
- 11.2 You must give at least 3 weeks notice of proposed holiday dates and these must then be agreed with the Company.
- 11.3 Your holiday shall be arranged so as not to coincide with those being taken by other employees engaged in similar work.
- 11.4 You may not carry any unused basic holiday entitlement forward to a subsequent holiday year.
- 11.5 On termination of your employment for whatever reason any holidays accrued but not taken will be paid in accordance with the statutory regulation in place at the time. Should paid holidays have been taken but not accrued the employee will be required to pay back to the Company any amount of holiday pay to which they were not entitled. To this end the Company reserves the right to deduct money from your wages.
- 11.6 In each holiday year your basic Company holiday entitlement will be as follows:

PERIOD OF EMPLOYMENT	Duration of annual holiday where the workers normal working week is:					
	6 DAYS	5 DAYS	4 DAYS	3 DAYS	2 DAYS	1 DAY
12 months	24 days	20 days	16 days	12 days	8 days	4 days
11 months but not less than 12 months	22 days	18 days	15 days	11 days	7 days	3 days
10 months but not less than 11 months	20 days	17 days	13 days	10 days	7 days	3 days
9 months but not less than 10 months	18 days	15 days	12 days	9 days	6 days	3 days
8 months but not less than 9 months	16 days	13 days	11 days	8 days	5 days	2 days
7 months but not less than 8 months	14 days	12 days	9 days	7 days	5 days	2 days
6 months but not less than 7 months	12 days	10 days	8 days	6 days	4 days	2 days
5 months but not less than 6 months	10 days	8 days	7 days	5 days	3 days	1 day
4 months but not less than 5 months	8 days	7 days	5 days	4 days	3 days	1 day
3 months but not less than 4 months	6 days	5 days	4 days	3 days	2 days	1 day
2 months but not less than 3 months	4 days	3 days	3 days	2 days	1 day	0



16.4 The following steps will be taken, as appropriate, in all cases of disciplinary action:

16.4.1 **Investigations**

No action will be taken before the Company relating to the circumstances of the matter complained has undertaken a proper investigation. If appropriate, the Company may be written notice suspend you for a specified period during which time such and investigation will be undertaken. If you are so suspended your contract of employment will be deemed to continue together with all your rights under your contract including payment of wages, but during the period of suspension you will be entitled access to any of the Company's premises except at the prior request or with the prior consent of the Company and subject to such conditions as the Company may impose. The decision to suspend you will be notified to you by the Managing director and confirmed in writing.

16.4.2 **Disciplinary Hearings**

If the Company decides to hold any disciplinary hearings relating to the matter complained of, you will be given details of the complaint against your at least two working days before any such disciplinary hearing. At any disciplinary hearing you will be given an opportunity to state your case. A fellow employee of your choice may also accompany you. No disciplinary penalty will be imposed without a disciplinary hearing.

16.4.3 **Appeals**

You have a right of appeal at any stage of the disciplinary procedures to the Managing Director or if they were involved at any earlier stage to the Chairperson. You should inform the Managing Director in writing of your wish to appeal within two working days of the date of the decision, which forms the subject of your appeal. The Managing director or Chairperson, as appropriate, will conduct an appeal hearing as soon as possible thereafter at which you will be given an opportunity to state your case and will be entitled to be accompanied by a fellow employee of your choice. The decision of the Managing Director or Chairperson, as appropriate, will be notified to you in writing and will be final and binding.

16.5 Misconduct

16.5.1 The following offences are examples of misconduct:

- Minor breaches of this contract
- Bad time keeping
- Unreasonable or unexplained absence
- Persistent or irregular absenteeism
- Minor damage to the Company property
- Minor breach of the Company rules
- Failure to observe the Company procedures
- Abusive behaviour
- Sexual or racial harassment
- Rudeness

16.5.2 These offences are not exclusive or exhaustive and offences of a similar nature will be dealt with under this procedure.

16.5.3 The following procedure will apply in cases of alleged misconduct:

First Warning:: This will be given by your Manager and may be oral or written according to the circumstances. In either event you will be advised that the warning constitutes the first formal stage of this procedure. If the warning is verbal a note that such a warning has been given will be placed in the Company's records.

Final Warning: This will be given by the Managing Director and confirmed to you in writing. This warning will state that if you commit a further offence of misconduct your employment will be terminated.

Dismissal: The decision to dismiss you will not be taken without referent to the Managing Director. Dismissal will be notified to you in writing.

16.6 Gross Misconduct:

16.6.1 The following offences are examples of gross misconduct:

- Major breaches of this Contract
- Theft or attempted theft whether involving the Company or not
- Unauthorised possession of the Company property or facilities
- Serious damage to company property
- Falsification of report, account, expenses claims or self-certification forms
- Signing in or out offences
- Refusal to carry out duties or reasonable instructions
- Intoxication by reason of drink or drugs
- Violent, dangerous or intimidatory conduct
- Serious breach of the Company's procedure as annexed hereto

These examples are not exhaustive or exclusive and offences of a similar nature will be dealt with under this procedure

16.6.2 Gross Misconduct will result in immediate dismissal without notice or pay in lieu of notice. The decision to dismiss will not be taken without reference to the Managing Director. Dismissal will be notified to you in writing.

16.7 Incapability

16.7.1 The following are examples of incapability

- Poor performance
- Incompetence
- Unsuitability
- Lack of application

These examples are not exhaustive or exclusive and instances of a similar nature will be dealt with under this procedure.

16.7.2 The following procedure will apply in cases of incapability:

First Warning: This will be given by the Managing Director and confirmed to you in writing. This warning will state that your work will be reviewed at the end of a period of two months after the date of the warning.

Final Warning: This will be given by the Managing Director and confirmed to you in writing. This warning will state that unless your work improves within a period of one month after the date of the warning your employment will be terminated.

Dismissal: The decision to dismiss you will not be taken without reference to the Managing Director. Dismissal will be notified to you in writing.

16.8 Subject to satisfactory performance and conduct any warning under these procedures will be removed from the Company's records after two years.

16.9 The Company reserves the right in its absolute discretion to waive any of the penalties referred to in clauses 16.5.2, 16.6.2, 16.7.2 above and substitute any one or more of the following penalties namely:



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- 16.9.1 Demotion: The Company may demote you by notice in writing of details of any changes to your terms and conditions of employment arising from such demotion. In particular the notice will give details of any reduction to your wages and/or any loss of benefits and/or privileges consequent upon such demotion.
- 16.9.2 Suspension: The Company may suspend you with or without pay by notice in writing to this effect. Such notice will specify the dates of your suspension and the conditions applicable to your suspension.
- 17 NORMAL RETIREMENT AGE**
- 17.1 The Company's normal retirement age is 60 for both men and women.
- 18 OTHER EMPLOYMENT**
- 18.1 You may not without the prior consent of the Company (which will not be unreasonably with-held) engage, whether directly or indirectly, in any business or employment which is similar to or in any way connected or competitive with the business of the Company outside your hours of work for the Company.
- 19 CONFIDENTIALITY**
- 19.1 You may not disclose any information of a confidential nature relating to the company or any of its associated companies or their business or their methods of work/pricing during your employment except in the proper course of your employment or at all after the termination of your employment.
- 19.2 You will sign both the Companies confidentiality agreement and further confidentiality agreements from third parties. Refusal to do so will restrict the duties that you may be able to perform. You acknowledge this in signing this contract.
- 20 CHANGE TO YOUR TERMS OF EMPLOYMENT**
- 20.1 The Company reserves the right to make reasonable changes to any of your terms and conditions of employment.
- 20.2 You will be notified of minor changes of details by way of a general notice to all employees and any such changes take effect from the date of the notice.
- 20.3 You will be given not less than one month's written notice of any significant changes, which may be given by way of an individual notice or a general notice to all employees. Such changes are be deemed to be accepted unless you notify the Company of any objection in writing before the expiry of the notice period.
- 21 PENSION SCHEME**
- 21.1 The Company does not operate a pension scheme.

Signed on behalf of the Company DATE

I ACKNOWLEDGE to have received a statement of which the foregoing is a copy and confirm that it contains terms of employment by the Company in substitution for any previous terms of employment and I further declare that this is my employment and that should I obtain additional employment I undertake to notify the Company and the relevant Tax and other statutory authorities.

Signed by the Staff Member DATE