

THE TERMS & CONDITIONS

Between

Exponential Training & Assessment Ltd

And

Ellena Moore

Dated Wednesday, 05 October 2016

## THE TERMS & CONDITIONS

Between Exponential Training & Assessment Ltd  
and Ellena Moore  
dated Wednesday, 05 October 2016

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This is your contract of employment and contains a statement of the applicable terms of your employment as required by section 1 of the Employment Rights Act 1996. **This supersedes any and all previous terms and conditions issued to you. You must therefore read the detail very carefully.** Your employment with Exponential Training & Assessment Ltd commences on the date stated below. No employment with a previous employer counts towards your period of continuous employment with Exponential Training & Assessment Ltd.

Any additional document referred to in these terms and conditions is always available to you upon request, from your Line Manager.

These terms dated Wednesday, 05 October 2016 set out the terms and conditions by which

Exponential Training & Assessment Ltd  
The Bank  
22 Wood Street  
Earl Shilton  
Leicestershire  
LE9 7NF

Engages

Ellena Moore  
140 Charnwood Road  
Barwell  
Leicestershire  
LE9 8FU

as Project Coordinator

Employment commenced with this business on 03 October 2016.

Current remuneration is £10.00 per Hour paid Monthly by BACS.

Hours are as agreed with your manager provided

Refreshment break is one hour at lunch time plus two others of fifteen minutes.

Holiday entitlement per year is as per published holiday scales.

Sick pay entitlement is statutory sick pay scheme for the period of illness.

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**Section 1 : PLACE OF WORK**

1. You will be based at the Company address shown on page one, but following reasonable notice and consultation, you would be expected to relocate to any other premises should the business so require.

**Section 2 : DESCRIPTION AND DUTIES**

1. Your job title is stated on page one of this document but you will be expected to carry out other reasonable duties in line with your responsibilities to assist in the smooth running of the business.

**Section 3 : PAY**

1. Details of your wage are shown on page one. Any changes or amendments to this will be confirmed to you in writing within one month of them occurring.
2. All employers are required to make a detailed declaration to HMRC, prior to making any payment to any employee/worker. Should you fail to provide relevant details to enable your employer to pay your wage/salary and forward such information, pay may be delayed. The delay will be until the next pay date.
3. Under these terms and conditions of employment you are obligated to immediately make your line manager aware of any over or underpayments made to you. In the same way, the Company commits to making you aware of any payment error, including any incorrect deduction of tax and national insurance contributions. To satisfy legislation, effective 1st April 2013, you understand and accept that any error in payment cannot be corrected until your next wage/salary becomes due. Should your employment terminate, any repayments due by you to your employer will immediately become due and will be deducted from final monies owing.

**Section 4 : HOURS**

1. You are not contracted to any specific hours of work, and will be called for work on an as and when required basis. You may choose to accept or reject work offered to you without penalty; since no obligation exists for you to undertake any work offered. Similarly the Company are not obliged to offer you work. This contract does not restrict you from undertaking work for another employer.
2. Your entitlement to refreshment breaks is as stated on page one. To be taken in accordance with business practice.

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**Section 5 : HOLIDAY**

1. The holiday year runs from 01 January to 31 December each year.
2. Your employer supports the principle of holidays for all employees. You are expected to use the holiday payments you receive each payday to assist you to take your 5.6 weeks holiday per year (including Bank Holidays) as recommended under the Working Time Regulations.

You are expected to inform the Company well in advance as to when you intend to take your holidays and, as this is a very flexible contract, you are expected to be reasonable in the manner and timing of them, taking into account the Company's busy times of the year.

**Section 6 : HOLIDAY PAY**

1. Your holiday pay will be shown as a separate payment on your payslip each payday. Based on a full time employee working a 5 day week being granted 28 days paid holiday in a full calendar year, your holiday pay will be 12.07% of your pay for the period shown on the pay slip.

**Section 7 : SICKNESS BENEFIT**

1. Statutory Sick Pay rules apply to your Zero Hours Agreement.

**Section 8 : PENSION AND LIFE INSURANCE**

1. The Company will comply with the employer pension duties in respect of you in accordance with Part 1 of the Pensions Act 2008. The Company will issue you with a letter setting out your entitlement (if any). If you do not have a current letter, you can make a written request to your line manager for a further copy.

**Section 9 : RIGHTS TO NOTICE**

1. After 1 month's service you are required to give the Company 1 week's notice in writing to terminate your employment. You are entitled to receive the following periods of notice from the Company: Over 1 month but under 2 years service - 1 week. Over 2 years service - 1 week for each complete year of service to a maximum of 12 weeks after 12 years. Payment in lieu of notice may be made in certain circumstances.

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**Section 9 : RIGHTS TO NOTICE**

2. Payment in Lieu will be equal to a sum calculated as the basic salary at the date of termination for the period of notice (or, if some notice has already been worked, the remainder of the notice period). For the avoidance of doubt, the Payment in Lieu shall not include any element in relation to:
  - (a) any bonus or commission payments that might otherwise have been due during the period for which the Payment in Lieu is made;
  - (b) any payment in respect of benefits which you would have been entitled to receive during the period for which the Payment in Lieu is made; and
  - (c) any payment in respect of any holiday entitlement that would have accrued during the period for which the Payment in Lieu is made.

**Section 10 : RULES**

1. You are required to observe all of the disciplinary rules and to behave in a reasonable way towards the Company, colleagues and customers etc. Where you do not do so you will render yourself liable to disciplinary action. You should note that the following lists are not exhaustive.
2. The following are examples of misconduct offences which would render you liable to action under the disciplinary procedure.
3. You must not endanger the health and safety of yourself or any other employee whilst at work.
4. Where you are issued with any protective and/or safety clothing, equipment etc. you must use it at all times as instructed.
5. Accidents, no matter how slight, must be reported immediately and the accident book completed.
6. You must, at all times, create and maintain a safe working environment within your place of work.
7. You must observe all rules dealing with fire hazards.
8. You are expected to show the skill or aptitude required for the job, particularly where those skills were claimed at the time of you commencing the job.
9. You must act wholeheartedly in the interests of the Company at all times.
10. You must not use Company computers for the production of private documentation without prior written permission.
11. You should acquaint yourself with all authorised notices displayed within your place of work.
12. The use of personal mobile telephones is prohibited during working hours.

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**Section 10 : RULES**

13. You must be prepared to undertake reasonable duties other than those for which you have been specifically employed.
14. You must inform the Company if you contract a notifiable infectious disease.
15. You must not use Company time, material or equipment for unauthorised work.
16. You must at all times follow Company working or operating procedures.
17. You are expected to attend for work if you are capable of working.
18. Gross misconduct is a serious breach of contract and includes misconduct which, in the opinion of the Company, is likely to irreparably damage the working relationship and trust between us, and/or damage the reputation of the business. Gross misconduct will be dealt with under our Disciplinary Procedure and will normally lead to dismissal without notice or pay in lieu of notice (summary dismissal).

The following are examples of GROSS MISCONDUCT OFFENCES which would render you liable to summary dismissal i.e. dismissal without notice.

19. Failure to correct any wrong or misleading information provided by you in your application for employment form or any associated documents.
20. Fighting, physical assault or dangerous horseplay.
21. Failing, without proper justification, to carry out a direct instruction from your line manager or any other member of management or acting in an insubordinate manner towards any such person.
22. The use of bad language or aggressive behaviour on Company premises or in front of customers.
23. Theft, and/or the removal of any material or equipment from your place of work without prior permission.
24. Wilful and/or deliberate damage to Company property.
25. Incapability and/or being under the influence of alcohol or illegal drugs during working hours.
26. Driving any vehicle on behalf of the Company whilst under the influence of alcohol, or where you are under the influence of drugs either illegal or prescription which would render the driving of said vehicle unsafe.
27. Loss of driving licence on conviction where driving is all or an essential part of your job.
28. Operating a mobile phone whilst driving, on Company business, without using an approved hands free kit.
29. Endangering the health and safety of yourself or another person at your place of work.

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**Section 10 : RULES**

30. Smoking on Company premises or in Company vehicles in contravention of British Law.
31. Passing on confidential information which is, or could be, damaging to the Company's business.
32. Deliberately falsifying official Company records.
33. Giving, promising or offering a bribe, agreeing to receive or accepting a bribe, either at home or abroad, to effect the placing of business with a supplier of goods or services.
34. Using Company computers to access the internet for any matter not directly related to the Company's business. This includes the sending or receiving of private emails without prior written permission; the use of social networking sites, the creation of, or contribution to, a blog that may or will impact detrimentally upon, or bring into disrepute the reputation of, the Company or its employees.
35. Bullying and/or harassment and all other forms of discriminatory behaviour towards a fellow employee or another person on the grounds of sex, sexual orientation, gender re-assignment, race, disability, marriage and civil partnership, pregnancy and maternity, age or religion or belief.

**Section 11 : DISPUTE AND DISCIPLINARY PROCEDURE**

1. This procedure is designed to provide a structure that ensures decisions relating to possible breaches of the terms and conditions of this contract, are reached in a fair and transparent manner. It can also be used to enable or ensure you do achieve and maintain high standards of conduct, attendance and job performance.

The dispute and disciplinary procedures do not form part of your contract and may be amended by the Company from time to time.

In the event that you have been employed with the Company for less than 2 years, the Company reserves the right to depart from the precise requirement of its Dispute and Disciplinary Procedure.

2. **PRINCIPLES:**  
The facts of the matter will be assembled and witnesses questioned and you may be called to a meeting to give your account of the matter; this does not imply that you are guilty of any wrongdoing. If after investigation, it is the management's opinion that a formal hearing is necessary, you will be informed in line with ACAS recommendations of good practice.

At every stage you will be advised of the nature of the complaint against you and you will be given the opportunity to state your case before any decision is made. At all meetings you will have the right to be accompanied by a work colleague or an appropriate trade union representative.

3. All facts will be considered before any action is taken. The procedure may be implemented at any stage but you will always have the right to appeal against any penalty imposed.

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### **Section 11 : DISPUTE AND DISCIPLINARY PROCEDURE**

4. You may be suspended from work on full pay pending an investigatory or disciplinary hearing. This does not imply that you are guilty of any wrongdoing; it gives time for your employer to assemble the facts by investigation and gives you time to consider the facts before any hearing.

#### **5. PROCEDURAL OUTCOMES**

##### **No Action**

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As a result of the hearing and the information obtained it may be recorded that no formal action was to be taken.

##### **Verbal Warning**

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If after the hearing the decision is that conduct or performance does not meet acceptable standards but the matter is not sufficiently serious as to warrant a formal written warning, you may be given a VERBAL WARNING. A brief note of this will be kept on your personnel file with the copy of the minutes. After 6 months, subject to satisfactory performance and conduct, it will be disregarded.

#### **6. Written Warning**

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If the offence is of a serious nature or if a further offence has occurred, a WRITTEN WARNING will be given to you. This will give details of the complaint, the improvements required and the timescale. It will warn that further action will be considered if there is no satisfactory improvement and will advise of the right of appeal. A copy of this written notice will be kept in your personnel file but it will be disregarded after 12 months, subject to satisfactory conduct and performance. A copy will also be given to you.

#### **7. Final Written Warning**

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If there is still a failure to improve and conduct or performance is still unsatisfactory, or if the misconduct is sufficiently serious to warrant only 1 written warning but insufficiently serious to justify dismissal (in effect both first and final written warning), a FINAL WRITTEN WARNING will normally be given to you. This will give details of the complaint, will warn that dismissal will result if there is no satisfactory improvement and will advise you of the right of appeal. A copy of this final written warning will be kept in your personnel file but it will normally be spent after 12 months, subject to satisfactory conduct and performance. A copy of the final warning will be given to you.



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**Section 11 : DISPUTE AND DISCIPLINARY PROCEDURE**

8. Dismissal

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If conduct or performance is still unsatisfactory and you still fail to reach the prescribed standards, DISMISSAL will normally result. You will be provided, as soon as reasonably practicable, with written reasons for dismissal, the date on which your employment will terminate and your right of appeal.

Alternatives to Dismissal

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In some cases, at the Company's discretion, we may consider alternatives to dismissal. Examples include a demotion; transfer to another department or job; a period of suspension without pay; loss of seniority; reduction in pay and loss of future pay increment or bonus; loss of overtime and will usually be accompanied by a final written warning.

9. As previously mentioned you have the right to be accompanied by a working colleague or such other person as is permitted under the Employment Relations Act 1999, shop steward or other trade union representative, throughout the procedure.

**Section 12 : APPEALS PROCEDURE**

1. ACAS Code of Practice provides best practice to ensure a fair and reasonable process is followed in any decision made regarding your employment. All employers are required to be as objective as possible in attempting to correct any matter where the employee feels aggrieved without the need to involve the Courts.
2. In the event of an appeal against a formal warning, a rejected request under the flexible working regulations, not to uphold a grievance or a decision to dismiss you, you should appeal in writing to the person who chaired the meeting at which the relevant management decision was made. An appeal hearing will be arranged without undue delay. Your letter should give your reasons for the appeal and should explain why you think the decision was wrong and why it should be reversed or changed. If you wish, you can include copies of, or otherwise identify, any documents or statements which you wish to be considered at the appeal meeting. This letter should be written without unreasonable delay and preferably within 5 working days of the date on which you received the letter confirming the decision in question, if at all possible.
3. You will receive a letter inviting you to the appeal hearing with no less than 48 hours' notice. At the appeal hearing there will be a thorough discussion of the matters raised in your appeal letter and any other information you have submitted in support of your appeal. The person hearing the appeal will review the whole matter and may confirm, modify or overrule the original decision; but will not be allowed to increase any disciplinary penalty that was imposed. The decision will be communicated to you at or shortly after the conclusion of the appeal and will be confirmed in writing. This decision is final and there is no further right of internal appeal.

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**Section 12 : APPEALS PROCEDURE**

4. In any appeal meeting you have the right to be accompanied by a companion of your choice. Your chosen companion may be a fellow worker, a trade union representative duly certified by the union concerned, or an official employed by a trade union. If he or she is unavailable for a scheduled meeting, then it will be postponed in order to allow an alternative date to be fixed which is convenient to him or her provided that this is within 5 working days of the date originally proposed; if that should not be possible, then you will be expected to select a different companion by way of replacement. He or she may address the meeting to put your case for you, to sum it up, to respond on your behalf to any view which is expressed and even to put questions to any witness present. However, he or she will not be allowed to answer questions on your behalf or to prevent the Company from explaining its case to you.

**Section 13 : GRIEVANCE PROCEDURE**

1. The object of this grievance procedure is to ensure that anyone who considers they have a grievance arising from their employment with the Company have every opportunity to have it properly dealt with and resolved within as short a time as possible. A grievance is defined as a concern, problem or complaint about work, working conditions or relationships with colleagues. Anyone wishing to use this procedure can do so freely and without prejudice to his or her position. It applies to all workers, irrespective of their job or grade. If you do have any grievance at all at work, you should not hesitate to use this procedure. It has been adopted in recognition of the fact that, whilst the Company's policies are designed to encourage good working relationships, from time to time there may be circumstances, due to pressure of work or otherwise, in which misunderstandings or grievances may arise concerning decisions of management or other specific situations at work.

If you consider that you have a grievance which requires resolution, you should raise it informally in the first instance with your manager. This may well enable the matter to be dealt with quickly and effectively.

If the grievance is not resolved informally or if you feel that it should only be raised in a formal manner, you should set it out in writing and hand it to your manager. He or she will invite you to attend a meeting to enable you to give full details of the grievance and will then endeavour to resolve the matter in as fair and sensible a manner as possible. You must take all reasonable steps to attend this meeting. Such enquiries and consultations as are thought to be appropriate will be carried out before the meeting begins.

In any grievance meeting every opportunity will be given for your grievance to be stated and discussed thoroughly and openly. You will have the right to produce witnesses and/or documents and to make submissions for consideration. If during the meeting it is thought that further inquiries are appropriate or further advice needs to be sought, there will be an adjournment to allow that to take place.

The decision reached will normally be explained to you at the end of the meeting. It will also be notified to you in writing shortly afterwards and you will be reminded of your right to appeal. If you do wish to exercise this right, then please refer to the Appeals Procedure.

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**Section 13 : GRIEVANCE PROCEDURE**

2. In any grievance meeting you have the right to be accompanied by a companion of your choice. Your chosen companion may be a fellow worker, a trade union representative duly certified by the union concerned, or an official employed by a trade union. If he or she is unavailable for a scheduled meeting, then it will be postponed in order to allow an alternative date to be fixed which is convenient to him or her provided that this is within 5 working days of the date originally proposed; if that should not be possible, then you will be expected to select a different companion by way of replacement. He or she may address the meeting to put your case for you, to sum it up, to respond on your behalf to any view which is expressed and even to put questions to any witness present. However, he or she will not be allowed to answer questions on your behalf or to prevent the Company from explaining its case to you.

**Section 14 : OTHER PROCEDURES & POLICIES**

1. YOU MUST DISCLOSE to the Company and must not accept, any gift advantages or favours whatsoever from any of the Company's existing or prospective customers, clients or suppliers.
2. The Company is committed to conducting its business with honesty and integrity. Any suspected wrongdoing should be reported immediately to your manager. Where you prefer not to, you should contact the Managing Director. You will be invited to a meeting to discuss your concerns, receiving no less than 48 hours' notice. You may bring a colleague or union representative with you.

If you want to raise your concern anonymously and confidentially, the Company will make every effort to keep your identity secret. The Company will support whistleblowers who raise genuine concerns and will not tolerate any detrimental treatment towards a whistleblower. Any conduct that the Company deems to be inappropriate, the Company reserves the right to take the appropriate disciplinary action.

**Section 15 : OTHER EMPLOYMENT MATTERS**

1. Any aspect of these Terms and Conditions may be varied with the agreement of both parties. Changes will be confirmed to you in writing within 1 month of them occurring.

There are no collective agreements in force in respect to these terms and conditions of employment.

2. You are required to update the company with any change of address, telephone numbers, email address or other contact details within 10 working days of the change. This must be in writing to your immediate manager.

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Exponential Training & Assessment Ltd takes its responsibilities in relation to the safety and welfare of all who work for them very seriously. Should you have any health issue that could impact on your time with us either in requiring adjustments to your environment or to the way you wish us to respond in the case of an accident or event, then please complete this page and return to your Line Manager.

### ACCIDENT / MEDICAL INFORMATION

Should you have an accident or should a problem occur where I/we need to contact your next of kin, who would you like me/us to inform:

**Name:** .....  
**Relationship:** .....  
**Address:** .....  
**Home Telephone No:** .....  
**Mobile Telephone No:** .....

Have you any medical condition that affects or may reasonably be expected to affect your ability to perform the work for which you were employed, in particular your ability to attend consistently during your contracted hours?

**YES / NO**

If **YES** please give details so we may consider any adjustments that may be needed to your working environment.

.....  
.....  
.....  
.....

Do you suffer from any allergies? **YES / NO**

If **YES** please provide further details.

.....  
.....

I confirm that the above information is correct and that I will inform you of any change. You are authorised to pass this information only to a medically qualified person and then only where you believe this is in my best interests.

I have read, understand and accept the obligations that are placed upon me in these terms particularly in respect to those related to restrictive covenants.

I hereby give my consent to the company transmitting my personal data to the company's chosen pension provider to comply with Data Protection.

**Date:** .....

**Signed:** .....

**Name:** **Ellena Moore**