

THE TERMS & CONDITIONS

Between

Exponential Training & Assessment Ltd

And

Anne-Marie Daly

Dated Monday, 30 January 2017

## **THE TERMS & CONDITIONS**

Between Exponential Training & Assessment Ltd  
and Anne-Marie Daly  
dated Monday, 30 January 2017

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This document contains a statement of the applicable terms of your employment as required by section 1 of the Employment Rights Act 1996.

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

These terms dated Monday, 30 January 2017 set out the terms and conditions by which

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

Engages

Anne-Marie Daly  
Westdown  
Spring Gardens  
Sapcote  
Leicestershire  
LE9 4DX

as Management Advisor

Commencement with this business on 18 October 2004.

Current remuneration is £28202 per Annum paid Monthly by Credit Transfer.

Hours are 9:00am to 5:00pm on Mondays Tuesdays Wednesdays Thursdays Fridays

Refreshment break is thirty minutes at lunch time

Holiday entitlement per year is 31.0 days.

Sick pay entitlement is full pay for 2 week(s)..

Thereafter: Statutory Sick Pay Scheme for the period of illness.

You will be paid a mileage allowance of 27p per mile where you use your own car on Company business. You will be required to submit a monthly Expenses Claim Form which must be authorised by a Director before payment is made.

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**Section 1 : PLACE OF WORK**

1. You will be based at the Company address shown on page one but you will be expected to work at such other locations as is necessary to fulfil your duties.

**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 salary 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 : OVERTIME**

1. As shown under the HOURS section below you are expected to work such extra hours as are required to satisfactorily carry out your duties and for the purposes of clarity there is no extra payment for such hours worked.

**Section 5 : HOURS OF WORK**

1. Your normal working hours are as stated on page one.
2. In addition to the hours shown on page one, you are required to work those hours necessary to fulfil the requirements of your position to the satisfaction of the Company.

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**Section 5 : HOURS OF WORK**

3. Your entitlement to refreshment breaks is as stated on page one. To be taken in accordance with business practice.

**Section 6 : HOLIDAY**

1. The holiday year runs from 01 January to 31 December each year.
2. Your full annual holiday entitlement, at the commencement of the next holiday year, shall be as shown on page one of your terms of employment.
3. Following completion of 2 years' service, your holiday entitlement (pro rata to 31 days) will increase to a maximum of pro rata to 33 days per holiday year.
4. During the holiday year in which you commence employment you shall be entitled to 1/260 (52 x 5 days) of the full entitlement for each day of service prior to the holiday year end. Part days arising from this calculation will be rounded up to the nearest half day. For purposes of clarity, this 1/260 applies to your TOTAL holiday entitlement including any Statutory & Public Holidays.
5. The annual holiday as stated at the front of your terms and conditions is your TOTAL holiday entitlement. To avoid any misunderstanding this includes any days that the business is closed which would have been for you a normal working day. You must therefore retain sufficient holiday from your annual entitlement to cover those days the business is closed e.g. Christmas Day, Boxing Day, New Years Day etc. Any extra days off, with or without pay, are entirely at the discretion of the Company.

The rules and terms of payment applicable to your holiday apply to any day that is classed as annual holiday, whether the business is open or closed on that day.

This entitlement relates to the number of days you are contracted to work, as shown in your contract; should your contracted days change, your holiday entitlement will change pro rata.

6. In the event of termination of employment holiday entitlement will be calculated at 1/260 of the annual entitlement for each day of service worked. Pay will be calculated for part days without any rounding. Adjustments for over or under payment of holiday entitlement will be made with your final payslip. For purposes of clarity, this 1/260 applies to your TOTAL holiday entitlement including any Statutory & Public Holidays.
7. In the event that you are dismissed for an act of gross misconduct, the Company will review your accrued holiday pay to the date of dismissal. In these extreme circumstances the Company reserves the right to offset any holiday pay due against any monies owed by you to the Company.
8. You shall not carry forward any accrued but untaken holiday entitlement to a subsequent holiday year unless you have been unavoidably prevented from taking such holiday during the relevant holiday year because of sickness absence or statutory maternity, paternity or adoption leave.
9. At least 2 weeks' notice of intent to take any holiday of more than 2 days' duration must be provided.

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**Section 6 : HOLIDAY**

10. All holiday requests must have the prior approval of your manager.
11. In the event of too many people requiring holiday at the same time, which could seriously affect the Company's operations, the requests will be dealt with on a first come first served basis.
12. The Company reserves the right to refuse applications for holiday which will mean you being absent from your place of employment for longer than 14 consecutive days.
13. Where the Company closes down over the Christmas and New Year period you must keep sufficient annual holiday entitlement to cover these days. These arrangements will be published by the Company each year prior to the commencement of the holiday year.
14. Where you fall sick just prior to or during pre-booked annual leave, subject to strict compliance with the procedure set out within this clause, you will be entitled to take the leave at some other time.

You must contact the Company at the first available opportunity to advise of your sickness or injury; you must also provide evidence of the sickness or injury and its extent in order that a decision may be made by the Company as to whether you have evidenced that you were unfit for work and therefore qualify to take the annual leave at some other time.

Where the Company deems you have evidenced that your sickness or injury rendered you unfit for work, you will be considered unfit to work for the relevant period of time and normal sickness rules and pay, as set out in your contract and or handbook, will apply. The annual leave can then be taken at a later date.

Should the Company believe that the sickness or injury did not render you unfit for work, the annual leave will stand.

15. The Company reserves the right to refuse any application to take holiday during a period of notice of termination of this employment.

**Section 7 : HOLIDAY PAY**

1. During the holiday periods to which you are entitled under these terms and conditions of employment you will be paid your normal salary.

**Section 8 : SICKNESS ABSENCE**

1. The sickness benefit detailed on page one of your terms of employment is that applicable to a full time employee. Where the benefit for full time employees is Statutory Sick Pay (SSP), part time employees will receive SSP at the appropriate rate for their level of earnings.  
Any benefit over the statutory payment will be applied equitably, part time staff will receive a pro rata benefit based on their contractual hours but applied taking into account the same considerations as a full time employee.
2. All sickness benefit over and above statutory sick pay is discretionary and may be suspended at any time where it is thought that the entitlement is being abused.

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**Section 8 : SICKNESS ABSENCE**

3. The rules applying to sickness benefit are set out below:-
4. Where applicable, the appropriate rate of statutory sick pay will be classed as included where stated in your terms and conditions of employment.
5. The Company reserves the right to take disciplinary action against you where it is felt that you are abusing the sick pay scheme.
6. In order to benefit from the scheme you must follow the Company's absence reporting procedure at all times.
7. You must book all medical appointments outside of normal working hours. Should this not be possible, permission to attend the appointment must be sought prior to the appointment being finalised. Where appointments during working hours are unavoidable, they should be made during the first or last hour of the working day to minimise disruption. In cases where you frequently have time away from work sick, or it is deemed your health may be affecting your performance, the Company reserves the right to have you submit to a medical examination; a report will be compiled on your health. You have the right to ask for the report to be amended if you consider it inaccurate or misleading. If the doctor declines to amend the report, you may send a written statement giving your views and ask him to attach it to the report. You do of course have the right to withhold your consent to the report being supplied to the Company.

Where absence due to ill health exceeds four consecutive weeks, with your agreement, the Company may make a referral for assessment via the Government Fit for Work scheme. Where a Return to Work Plan is produced, it will be thoroughly considered and, where appropriate, implemented with your agreement to facilitate a timely and safe return to work.

8. The Company's absence procedure requires you to provide a self certification form to cover the first 7 calendar days sickness absence or part thereof and a medical certificate signed by a registered medical practitioner thereafter.
9. You must notify the Company of sickness absence at your first opportunity; before your usual start time, and in line with the Company absence reporting procedures. Notification should be to a member of the management team.

**Section 9 : 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.

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**Section 10 : COMPANY VEHICLES**

1. It is a condition of your employment that you provide a vehicle suitable for carrying out your duties. The running expenses of that vehicle whilst being used for business purposes will be met by the company in line with the expenses structure issued to you in writing. You are reminded that the image of the company will be reflected by the quality of the vehicle and its condition so your employer reserves the right to request you upgrade your vehicle if it falls below the average standard of the vehicles run by other employees. You must also ensure that your vehicle is suitably insured for business use.
2. When using your own vehicle on company business the vehicle must be insured for business use.
3. The Company believes that the risk of having an accident when using a mobile phone and driving, other than on an approved hands free kit, is high. Any employee found to be carrying out such an activity whilst on Company business will be subject to immediate disciplinary action and possibly summary dismissal.
4. The Company will not under any circumstances, accept responsibility for parking or other fines incurred by you. Therefore, any fines incurred through wrongful or illegal use of vehicles will be borne by you.
5. You, and both front and rear seat passengers are required by law to wear seat belts at all times where they are provided. Fines imposed for not wearing them must be borne by you.

**Section 11 : RIGHTS TO NOTICE**

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

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### **Section 12 : RULES**

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 must at all times be punctual and work to the hours defined in your contract of employment.
9. You must not leave your place of work before your normal finishing time without permission.
10. Where you are authorised to leave work during normal working hours, you must report to your immediate manager when leaving and on returning to work.
11. Lateness in reporting for work will not be acceptable.
12. 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.
13. You must act wholeheartedly in the interests of the Company at all times.
14. You must not use Company computers for the production of private documentation without prior written permission.
15. You should acquaint yourself with all authorised notices displayed within your place of work.
16. The use of personal mobile telephones should be kept to a minimum during working hours.
17. You must be prepared to undertake reasonable duties other than those for which you have been specifically employed.
18. Absenteeism will not be acceptable unless due to substantiated illness or previously authorised by the management in writing.
19. In the event of persistent absence for reasons of ill-health, you may be required to undergo an independent medical examination.



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**Section 12 : RULES**

20. You must inform the Company if you contract a notifiable infectious disease.
21. You must not use Company time, material or equipment for unauthorised work.
22. You must at all times follow Company working or operating procedures.
23. You are expected to attend for work if you are capable of working.
24. 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.

25. Failure to correct any wrong or misleading information provided by you in your application for employment form or any associated documents.
26. Fighting, physical assault or dangerous horseplay.
27. 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.
28. The use of bad language or aggressive behaviour on Company premises or in front of customers.
29. Theft, and/or the removal of any material or equipment from your place of work without prior permission.
30. Wilful and/or deliberate damage to Company property.
31. Incapability and/or being under the influence of alcohol or illegal drugs during working hours.
32. 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.
33. Loss of driving licence on conviction where driving is all or an essential part of your job.
34. Operating a mobile phone whilst driving, on Company business, without using an approved hands free kit.
35. Endangering the health and safety of yourself or another person at your place of work.
36. Smoking on Company premises or in Company vehicles in contravention of British Law.

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**Section 12 : RULES**

37. Passing on confidential information which is, or could be, damaging to the Company's business.
38. Deliberately falsifying official Company records.
39. 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.
40. Defrauding the Company by falsely claiming to be sick.
41. 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.
42. 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 13 : 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 13 : 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 13 : 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 14 : APPEALS PROCEDURE**

1. ACAS Code of Practice provides best practice for all employees and employers, 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 14 : 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 15 : GRIEVANCE PROCEDURE**

1. The object of this grievance procedure is to ensure that any employees who consider 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 which an employee has about his or her 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 employees, 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 15 : 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 16 : 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. Where there is a shortage of work, for whatever reason, the Company will make every endeavour to maintain employment for all employees by going on to short time working or, after payment of any guarantee payment required by law, suspension from work without pay. Where this is done, the Company will follow the current employment legislation.
3. Where the Company is forced to reduce manning levels, the following selection procedure will be used. Suitable volunteers will be asked for. However the Company reserves the right to make the final decision. If necessary, selection will then be made on the basis of an assessment of each employee affected, that assessment being designed to ensure the retention of the best candidates for the remaining work and usually based on relative capabilities, performance, conduct, reliability, attendance record and suitability for remaining work. The major consideration however must be the future viability of the Company.
4. The Flexible Working Regulations 2002, (as amended), gives all employees with at least 26 weeks continuous service the right to request to work flexibly BUT not the automatic right to receive the same. The management will consider all requests on a first come, first served basis; fairly, objectively and in accordance with the Code of Practice. The Code requires you to put your request in writing. It would be beneficial to outline any ideas to minimise adverse effects to the business should your request be granted. If necessary, a meeting will be arranged between you and your manager to discuss your request. Only 1 application for flexible working can be made in any 12 month period.
5. The management may randomly view, monitor and record the contents of any employee's company PC and or company telecommunications equipment from time to time. This may include all files, archives and email. Any breaches of Company policy/rules will be dealt with under the dispute procedure; and for breaches of UK law the police will also be informed.

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### **Section 16 : OTHER PROCEDURES & POLICIES**

6. 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 17 : 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.

### **Section 18 : INTELLECTUAL RIGHTS**

1. All notes, memoranda and recordings relating to any matter within the scope of the business of the Company or any of its dealings or affairs shall be and remain the property of the Company. You shall not, either during your employment or subsequently, disclose, use or permit to be used any such notes, memoranda, and recordings otherwise than for the benefit of the Company, and all such notes, memoranda and recordings shall be left on the Company's premises upon the termination of your employment.
2. By accepting these terms you specifically accept that you will not, during the continuance of your employment or at any time after the termination thereof, disclose or use any of the trade secrets, confidential information or financial or trading information relating to the Company or its customers in any manner whatsoever, with the exception of when reasonably necessary for the carrying out of your contractual duties under this contract. Furthermore you understand and accept that you can be held liable for any losses which this Company incurs due to any breach of this clause.
3. Any and all improvements or inventions made by you during your employment with the Company shall be the property of the Company and you will sign all documents required to transfer title in such invention to the Company without any additional compensation or payment to that provided for, except inventions made by you in fields, either directly or indirectly, unrelated to the activity of the Company past or present. This does not prejudice any rights granted under the Patents Act 1977 or the provisions of the Registered Designs Act 1949 and the Copyright Designs and Patents Act 1988.

**THE TERMS & CONDITIONS**

Between Exponential Training & Assessment Ltd  
and Anne-Marie Daly  
dated Monday, 30 January 2017

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**Section 19 : RESTRICTIVE CLAUSES**

1. In addition to the above, the following conditions shall form part of the contract between the Company and you and shall be rigorously observed. Each of these clauses and sub-clauses shall be construed as an entirely separate obligation and the enforceability of any 1 or more of the clauses or sub-clauses shall not in any way be affected by the unenforceability of any other clause or sub-clause.
2. You shall not, during the continuance of your employment or for 6 months after the termination of your employment, howsoever terminated, within your usual area of operation or the one to which you were assigned for the majority of the last 6 months prior to the termination of your employment, either on your own account or jointly with or as agent for any person, firm or Company, whether directly or indirectly, endeavour to solicit orders or custom from, or to interfere with or entice away any person, firm or customer who had been a customer of or was in the habit of dealing with the Company at any time during the period of your employment with the Company, or within a period of 6 months immediately preceding the date of termination thereof whichever is the shorter.

Signed and accepted by ..... Dated .....

3. The clauses above only restrict your action where such action could be construed as likely to cause financial loss, loss of credibility or damage to the business of the Company.



**THE TERMS & CONDITIONS**  
Between Exponential Training & Assessment Ltd  
and Anne-Marie Daly  
dated Monday, 30 January 2017

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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.

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.....  
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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:** **Anne-Marie Daly**