

**CONTRACT OF EMPLOYMENT
FULL-TIME STAFF**

SAMPLE

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STATEMENT OF EMPLOYMENT

- 1. Name of Employee:** TBA. (herein known as the **Employee**)
- 2. Name of Employer:** You will be employed by **CSRM Outsourcing Limited of Unit 21C, Blackwell Business Park, Blackwell, Shipston-on-Stour, Warwickshire, CV36 4PE**, (herein known as the **Company**).
- In the service of the contract we have with **Jaguar Land Rover Experience**, and **Jaguar Land Rover**, (herein known as the **Customer**).
- 3. Employment Start Date:** TBA
- 4. Role Title:** TBA
- 5. Rate of Pay:** You will be paid at the rate of **£TBA** per **Annum** payable monthly in 12 equal payments. Pay rates may be reviewed without re-issuing this contract.
- Days worked in excess of five days per week will be paid at the rate of **£TBA** per **Day** pro rata with above annual rate.
- As part of our contractual conditions with the Customer, the Employee must not discuss pay or conditions with the Customer's employees or agents. Failure to observe this rule may compromise our contract with the Customer and will therefore be subject to disciplinary action.
- 6. Place of Work:** You will generally have one agreed place of work but you may be asked and you must be willing to work at any location without additional pay. The Company will reimburse mileage costs in excess of your normal return journey to work, (see Expenses for further details).
- You may also be asked to occasionally work away from base including overseas locations which occasionally may extend to periods of more than one month. Travel costs will be covered by the Company and reclaimed from the Customer. (See Expenses for further details).
- 7. Work Pattern** Each working day during the working week (Monday to Sunday) consists of two working patterns (08:00 to 17:00 and 12:00 to 21:00). You will be required to work 45 hours per week, over 5 days, including four weekend days (Saturday and Sunday) every month on a rota basis and will be notified of the working patterns you are to work during such days in advance.
- Requests to change working patterns must be submitted at least 14 days before the start of the relevant day and must be authorised in advance.

The Company is under no obligation to approve any request for a working pattern change.

If you are required to work additional days, they will either be paid at the day rate shown above or by time off in lieu as decided by the Company or Customer.

8. Role Description:

Your duties are those falling within the general specification of your role title and job specification.

The Company may at its discretion require you to take any appointment or duties it considers appropriate to your abilities, which may include relocation to a different site or division of the Company or Customer. The Company will fund any required training but there is no liability on the Company's part if you are carrying out a task or using equipment for which you are not trained or hold the relevant certification including driving licences.

9. Term of Employment:

Your employment is permanent but you will only be employed to fulfil the contractual requirements of the Customer for the period that the contract between the Company and the Customer is in force.

The Company will not be responsible for supplying you with work outside of the agreement it has with the Customer.

10. Expenses:

Reasonable expenses will be reimbursed but only where the Customer has given outline agreement in advance. This may be in the form of an Event Sheet showing what may be claimed and to what value or it may be by specific permission in writing.

Receipts must be submitted with all expense claims which should be presented to the Company as soon as possible after the expenditure.

Expense rules will follow those explained in the CSRM Expense Rules and Procedures.

Mileage to and from the agreed normal place of work is at your cost but mileage above the journey to your normal place of work for each working day will be paid at the rates agreed separately. You are responsible for ensuring you have permission from the Company or Customer to work at a different location.

Mileage claims must be submitted to the Company as soon as possible after the expenditure.

You are also responsible for ensuring that your vehicle insurance covers such travel.

11. Pay Date:

Pay will be transferred to your elected bank account on the last banking day of the next month following the Working Month, (e.g. work period 20th December – 19th January, then payment to you will be made on the last banking day of February).

In the event that the Customer delays its payment to the Company then the Company reserves the right to delay its payment to the Employee. This will be on a very exceptional basis only and will be advised in advance.

12. Working Month and Resource Planner:

The Working Month is described as the 20th of one month to the 19th of the next.

You are responsible for ensuring all work, holiday and sickness is loaded correctly on the resource planner.

All information must be 100% accurately loaded on the planner by 19th of each month.

The Employee and Company is responsible for adherence to Working Time Regulations 1998 and Drivers Hours rules and tachograph regulations where applicable.

13. Holiday Entitlement and Pay:

The Company's Holiday Year runs from 20th March to 19th March the following year.

During each full holiday year of service your holiday entitlement with pay is 34 days per annum including Public Holidays.

Holiday dates will be by arrangement with the Company and the Customer and at least three weeks notice must be given in respect of holiday of more than two days duration.

Holiday entitlement may not be carried over to the following holiday year except where the employee is unable to take the holiday due to sickness. The request to do so must come from the Employee within one month of the holiday year end. Payment in lieu cannot be given.

Upon termination of your employment you will be paid for holiday accrued pro-rata but not taken in that year. Any over-claimed holiday will be reclaimed from your pay.

14. Absence:

If for any reason you are unable to meet your work commitments your first contact should be to your supervisor, line manager or deputy manager, then the Company.

If absence becomes habitual or follows a pattern and without good reason the Company may take disciplinary action.

15. Sickness and Injury:

If you are absent on account of sickness or injury you (or someone on your behalf) must inform your supervisor, line manager or deputy manager, then the Company of the reason for your absence as soon as possible and must do so no later than the end of the working day on which the absence first occurs.

In respect of absence lasting seven or fewer days you are not required to produce a medical certificate but must advise the Company in writing with the relevant information.

In respect of absence lasting more than seven days you must on the eighth day of absence provide the Company with a medical certificate stating the reason for your absence. You must provide certificates to cover any further period of absence.

The Company reserves the right to ask you at any stage of absence to produce a medical certificate and/or undergo medical examination.

The Company operates the Statutory Sick Pay Scheme and you are required to co-operate in the maintenance of necessary records.

Statutory Sick Pay will be paid in accordance with the current government regulations taking into account qualifying days.

Converting sick days to holiday retrospectively will not be allowed but requests to convert future sick days to holiday will be considered sympathetically.

It is your responsibility to inform the Company in writing of any reason why you may not be fit in any way whatsoever to continue working in the role assigned to you. If you fail to inform the Company then the Company will not be held liable for any injury or worsening of the condition or injury to any third party brought about by your incapacity.

16. Criminal Prosecution:

You are required to inform the Company of any pending criminal prosecution, (including driving offences and fixed penalties) and the outcome of such proceedings as soon as possible after the incident.

- 17. Driving Licence:** The nature of the Customer's business requires you to hold a valid full UK driving licence, or equivalent. A copy of this licence should be produced to the Company on demand. Employees must inform the Company immediately of any prosecutions including minor driving offences such as speeding.
- 18. Parental Rights:** You will be entitled to the standard parental benefits including Ante Natal time off, Statutory Maternity Pay and maternity/paternity leave in accordance with current government rules.
- 19. Training:** Training days and seminars will be provided within the working day and funded by the Customer or the Company as required.
- There may be some types of training which is not required for the function of the role but is considered to be part of your personal development. This training may or may not be in paid time and the cost of the training may or may not be funded by the Company. A separate agreement will be in force.
- 20. Uniform and Department:** You will be required to wear the correct uniform clothing agreed with, or provided by, the Customer or Company or to comply with clothing guidelines stated separately.
- Uniform in excess of the standard issue may be bought at cost price from the Company.
- All uniform will come with a six-month warranty. You will be required to pay for faulty uniform outside of this period and to pay for worn or damaged uniform. The Company or Customer may at its discretion agree to fund damaged uniform under exceptional circumstances.
- Staff arriving for work incorrectly dressed or poorly presented risk being sent home without pay.
- 21. Use of Customer's Premises and Equipment:** Use of the Customer's working tools including company vehicles should only be with the Customer's express permission and should not be for any personal benefit unless the use has been agreed with the Customer and registered with the Inland Revenue. Similarly, the Customer's premises and facilities may only be used on their behalf and with their permission and in accordance with their Health and Safety regulations.

22. Confidentiality:

You should not at any time during your employment (except so far as is necessary and proper in the course of your employment) or for a period of one year after your employment has terminated disclose to any person any information as to the practice, business dealings, affairs or product development of the Company or any of the Company's customers or as to any other matters which may have come to your knowledge by reason of your employment.

During the period of your employment and for a period of one year after termination you must not solicit business from customers or suppliers of the Company.

During the period of your employment and for a period of one year after termination you must not directly compete with the Company or work for a competitor or customer.

During the period of your employment and for a period of one year after termination you must not entice the Company's staff away from the Company.

23. Other Employment:

You are expected to devote your whole time, skill and attention during working hours to your work for the Company. You must not engage in any other work outside working hours in any activity which the Company believes to be direct or indirect competition with the Company's or Customer's business or which in the Company's view does or might impair your ability to perform your duties for the Company fully and efficiently.

24. Exclusivity:

The Employee should inform the Company if it is their intention to solicit or seek direct business from any Customer of the Company or to set up or take up employment with an operation in direct competition to the Customer or Company.

Requests to take up direct employment with the Customer, should such positions be offered, will not be opposed.

25. Pension Scheme:

The Company will comply with the Employer pension duties in respect of the Employee in accordance with Part 1 of the Pensions Act 2008. Therefore you may be automatically enrolled into the National Employment Savings Trust pension scheme. A contracting-out certificate is in force in respect of your employment.

26. Health and Safety:

The Employee must abide by the Customer's and Employer's Health and Safety rules and must make full use of any safety equipment and clothing provided by the Customer or the Company.

- 27. Notice of Termination:** A notice period of one month should be given by either party after the probationary period expires. Requests from the Employee for shorter notice periods will be considered subject to operational needs.

- 28. Probationary Period:** The contract is subject to a three calendar month probationary period during which time you or the Company may end this employment giving one week's notice if either party fails to meet expectations. The Probationary Period commences with the Employment Start Date shown above. The probationary period will not affect your statutory rights.

- 29. Performance Measure** During your employment you will be asked to attend regular performance reviews to appraise your overall work performance. Performance measures are based on; competencies, timekeeping, absence and general attitude and are directly linked to the end of year performance review in April.

- 30. Disclosure:** At the commencement and at other times during the period of employment the employee may be subject to Disclosure and Barring Service, (DBS), checks. The Employee must inform the Company of any pending prosecution likely to affect the result of such a check and of any serious convictions which occur between checks.

- 31. Disciplinary Procedure:** The Company's disciplinary rules and procedures are set out in the Company's Disciplinary Procedure. The Company reserves the right to suspend you from work with or without pay during any investigation or during disciplinary or grievance proceedings.

- 32. Grievance Procedure:** It is Company policy to ensure that any employee with a grievance has access to a procedure, which can lead to a speedy resolution of the grievance in a fair manner. Most routine complaints and grievances are best resolved informally in discussion with your team leader/line manager. Where the grievance cannot be resolved informally it will be dealt with under the Company's Grievance Procedure.

- 33. Changes to this Contract of Employment:** The Company may from time to time have the need to vary the terms and conditions of employment to match changes in legislation or changes brought about by commercial pressures. Any such amendments will be announced at the earliest opportunity and you will be given the opportunity to discuss the changes with the Company. Your written Contract of Employment will not necessarily be replaced after such a change.

Signed.....
(The Employee)

Name.....

Dated.....