

**Employment
Contract**

Mark John Gilchrist

TERMS AND CONDITIONS OF CONTRACT BETWEEN

- (1) **Gilchrist Colinslee Limited** a company registered in England and Wales whose registered office is at Office 21, Ground Floor East Wing, Bynea Business Park, Bynea, Llanelli, Dyfed. SA14 9SU (hereinafter referred to as "we", "us" or "the Company")
- (2) Mark John Gilchrist of 59 Colinslee Drive, Paisley. PA2 6QS (hereinafter referred to as "you")

IT IS AGREED as follows:

1. General

This Contract is made in accordance with the terms of the Employment Rights Act 1996, Employment Act 2002, and Working Time Regulations 1998, and the Agency Workers Regulations 2010.

2. Duties and Job Title

- 2.1 You are employed as a Administrator. You will be responsible to M. Akindele.
- 2.2 You will be required to undertake such duties and responsibilities as may be determined by the Company from time to time
- 2.3 The Company reserves the right to vary your duties and responsibilities at any time and from time to time according to the needs of the Company's business.

3. Date of Commencement/ Date of Continuous employment

- 3.1 Your period of employment with us begins on and will continue until terminated by either party in accordance with this contract. .
- 3.2 No employment with a previous employer counts towards your period of continuous service.
- 3.2 These Contract supersedes any previous agreement, whether verbal or written, given to you at any time.

4. Your availability for work

- 4.1 You agree to accept any work that the Company offers you and complete it to the Company's satisfaction.

5. Availability of work from the Company

- 5.1 You acknowledge that although the Company will endeavour to allocate you

suitable work when it is available, the Company is under no obligation to provide you with any work, or to provide any minimum number of hours of work in any day, week or year.

6. **Hours of Work**

It is a condition of your employment that you work flexibly in accordance with the working arrangements operated by the Company. Your hours of work will vary according to the workload of the Company, and will be notified to you in accordance with clause 5 above.

7. **Place of Work**

Your normal place of work is at the Company's premises at Office 21, Ground Floor East Wing, Bynea Business Park, Bynea, Llanelli, Dyfed. SA14 9SU You may be required to travel on company business anywhere in the UK.

8. **Pay**

- 8.1 You will be paid only for hours you have worked. Your normal hourly rate will vary according to the work allocated to you, but shall not in any case be less than £8.50 per hour.

9. **Holiday**

- 9.1 You are entitled to 21 working days holiday in each complete calendar year inclusive of statutory and public holidays, pro rata in accordance with agreed hours. This entitlement provides for all statutory and public holidays which you may be required to work according to agreed hours.
- 9.2 The holiday year commences on 1 October and finishes on 30 September each year.
- 9.3 If your employment commences or finishes part way through the holiday year, your holiday entitlement will be prorated accordingly.
- 9.4 If, on termination of employment:-
- 9.4.1 you have exceeded your prorated holiday entitlement, the Company will deduct a payment in lieu of days holiday taken in excess of your prorated holiday entitlement. Such amount will be calculated by multiplying the number of hours excess holiday taken by your normal hourly rate;
- 9.4.2 you have holiday entitlement still owing, the Company may, at its discretion, require you to take your holiday during your notice period or make a payment in lieu of untaken holiday entitlement.
- 9.5 Holidays must be taken at times convenient to the Company. You must obtain approval of proposed holiday dates in advance from your line manager. You will not be allowed to take more than two weeks at any one time, save at the Company's discretion. You must not book holidays until your request for approval has been formally agreed.
- 9.6 You will not be entitled to carry forward accrued holiday from one holiday

year into the next.

- 9.7 If you are sick or injured while on holiday, the Company will allow you to transfer to sick leave and take replacement holiday at a later date. This is strictly subject to the following:

9.7.1 You must contact M Akindele in person and by telephone (if possible) as soon as you know that your holiday will be affected by sickness or injury;

9.7.2 The full period of your incapacity due to sickness or injury must be certificated by a qualified medical practitioner, where it exceeds seven days; and

9.7.3 Within 5 of your return to work, you must confirm in writing how much of your holiday was affected by sickness or injury and the amount of leave you wish to take at another time. This written notification must be sent to M Akindele.

10. Sickness

- 10.1 In the event of your absence for any reason you or someone on your behalf should contact M Akindele at the earliest opportunity on the first day of the absence to inform him/her of the reason for absence. You must inform the Company as soon as possible of any change in the date of your expected return to work.

- 10.2 A self-certification form should be completed for absences of up to seven days. The form will be supplied to you.

- 10.3 For periods of sickness of more than seven consecutive days, including weekends, you will be required to obtain a Statement of Fitness for Work ('Fit Note') / Medical Certificate and send this to M Akindele. A new Fit Note / Medical Certificate should be sent periodically as required by the Company.

- 10.4 **EITHER - When there is no contractual right to sick pay; employee will only receive SSP use this clause:-**

You are absent for four or more days by reason of sickness or incapacity, you are entitled to Statutory Sick Pay (SSP), provided that you have met the requirements above. For the purposes of the SSP scheme the 'qualifying days' are Monday to Friday. There is no contractual right to payment in respect of periods of absence due to sickness or incapacity. Any such payments are at the discretion of the Company.]

- 10.5 The Company has the right to monitor and record absence levels and reasons for absences. Such information will be kept confidential.

- 10.6 The Company may require you to undergo a medical examination by a medical practitioner nominated by us at any stage of your employment, and you agree to authorise such medical practitioner to prepare a medical report detailing the results of the examination, which you agree may be disclosed to the Company. The Company will bear the cost of such medical examination. Such an examination will only be requested by the Company where it is reasonable to do so.

11. Maternity and Paternity Rights

The Company will comply with its statutory obligations with respect to maternity and paternity rights and rights dealing with time off for dependants. The Company's policies in this regard are available on request from M Akindele.

12. Pensions

12.1 There are no pension arrangements applicable to your employment.

12.2 A contracting out certificate is not in force.

13. Non – Compulsory Retirement

The Company does not operate a normal retirement age and so you will not be compulsorily retired on reaching a particular age. However, you can choose to retire voluntarily at any time, provided you give the Company the required period of notice of termination of your employment.

14. Confidentiality

You will not at any time either during your employment or afterwards use or divulge to any person, firm or company, except in the proper course of your duties during your employment by the Company, any confidential information identifying or relating to the Company, details of which are not in the public domain.

15. Collective Agreements

There are no collective agreements relevant to your employment.

16. Grievance Procedure

The formal grievance procedure policy is available on request from M Akindele. This policy does not form part of your terms and conditions of employment.

17. Disciplinary Procedure

The disciplinary rules applicable to your employment are set out in the attached Disciplinary Rules and Procedure. This policy does not form part of your terms and conditions of employment.

18. Staff Handbook and Employment Policies

All Staff have a duty to adhere to the Company's other policies from time to time in force, including but not limited to the Company's Health and Safety, Fire Safety,

Sickness and Absence and Equal Opportunities Policies.

19. Termination

Your contract of employment may be ended by written notice as follows:

Notice to be given by the Company:

Length of continuous service	Minimum period of notice
From 1 month up to 2 years	One week
From 2 years up to 12 years	2 weeks and 1 additional week for each continuous year of employment in excess of 2 years
12 or more years	12 weeks

Notice to be given to the Company:

Length of continuous service	Minimum period of notice
Less than one month	One day
One month onwards	One week

- 19.1 We reserve the right in our absolute discretion to pay you salary in lieu of notice.
- 19.2 The Company reserves the right to terminate your Employment without notice if:
- 19.2.1 You reject 2 or more jobs allocated to you in succession or fail to attend work that you have agreed to on 2 or more occasions; or
- 19.2.2 You are unavailable for work for any reason for 2 or more weeks in succession.
- 19.3 Nothing in this Contract prevents us from terminating your employment summarily or otherwise in the event of any serious breach by you of the terms of your employment or in the event of any act or acts of gross misconduct by you

20. Data Protection

You agree to the Company holding and processing, both electronically and manually, personal data about you (including sensitive personal data as defined in the Data Protection Act 1998) for the operations, management, security or administration of the Company and for the purpose of complying with applicable laws, regulations and procedures.

21. **Changes to Terms and Conditions of Employment**

The Company may amend, vary or terminate the terms and conditions in this document staff handbook and any such change will be notified to you personally in writing or, when generally applied, by notice.

22. **Severability**

The various provisions of this Agreement are severable, and if any provision or identifiable part thereof is held to be invalid or unenforceable by any court of competent jurisdiction then such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions or identifiable parts.

23. **Governing Law and Jurisdiction**

These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales.

Issued for and on behalf of Gilchrist Colinslee Limited

Signed: 

Date: 7/10/14

Employee

I hereby warrant and confirm that I am not prevented by previous employment terms and conditions, or in any other way, from entering into employment with the Company or performing any of the duties of employment referred to above. I accept the terms of this Agreement.

Signed: 
Mark John Gilchrist

Date: 7/10/14