

Flamingo Contracting Limited
CONTRACT OF EMPLOYMENT

This Contract of Employment is between:

Flamingo Contracting Limited (Company number 08527295, care of Barber French Associates, 4 Bembridge Crescent, Southsea, England, PO4 0QU (the 'Employer', the 'Company' or 'we'); and

..... the 'Employee' or 'you')

This Contract of Employment meets the requirements of section 1 of the Employment Rights Act 1996.

The parties agree the terms and conditions set out in this agreement ('Contract of Employment') will govern the relationship between the parties.

This Contract of Employment is made between the Company and the Employee. It supersedes any earlier written or oral arrangement between the Company and the Employee.

Any references in this Contract of Employment to Company policies and/or procedures or similar documents are references to non-contractual documents that do not form part of your Contract of Employment.

1. COMMENCEMENT OF EMPLOYMENT

1.1 Your employer is Flamingo Contracting Limited. Your employment with the Company commence on the ('Commencement Date'). This is also the date on which your period of continuous employment with the Company began as no employment with a previous employer counts towards your period of continuous employment with the Company.

1.2 The first three months of your employment shall be a probationary period and your employment may be terminated during this period at any time in accordance with clause 9 of this Contract of Employment. We may, at our discretion, extend this period for up to a further three months. During this probationary period your performance and suitability for continued employment will be monitored.

2. JOB TITLE

2.1 You are employed as a Construction Operative. We undertake at all times during the course of your employment to use all reasonable endeavours to allocate you to suitable assignments. Where such suitable assignments are available you are obliged to accept them when required to do so by the Company.

2.2 You may be required to undertake other duties from time to time as we may reasonably require.

2.3 You warrant that you are entitled to work in the UK without any additional approvals and will notify the Company immediately if you cease to be so entitled at any time during your employment with the Company.

2.4 You shall not work for anyone else while you are employed by the Company without the prior written consent of a director.

3. PLACE OF WORK

- 3.1 Your place of work will vary but will always be located within the UK. We will from time to time inform you of the premises or site where you will be required to work.
- 3.2 The Company's address is: Suite 9, 9 Waterberry Drive, Waterlooville, PO7 7TH.
- 3.3 You will not be required to work outside the UK for more than one month during the term of your employment.

4. HOURS OF WORK

- 4.1 Your hours of work will vary and may be agreed in writing or verbally from time to time.
- 4.2 You agree that regulation 4(1) of the Working Time Regulations 1998 under which the average working time of a Worker, including overtime, must not exceed 48 hours does not apply to this Contract of Employment. You may terminate this agreement by giving three months' written notice at any time. Unless it is terminated in this way, this agreement shall remain in force until your employment with the Company ends.
- 4.3 Save as provided for in clause 4.4, the Company does not guarantee that there will always be suitable work to which you can be allocated. You acknowledge that there may be periods when no work is available to you. In such circumstances the Company has no obligation to pay you when you are not carrying out work. You are obliged to work when required by the Company. If you do not work when required to do so by the Company, without good cause, the Company shall be entitled to terminate your employment with immediate effect.
- 4.4 The Company guarantees at all times during the currency of this Contract of Employment (and subject to the terms of this Contract of Employment) that, as a minimum, you will be offered and remunerated for at least 336 hours of work over the course of any full 12 month period (commencing on the Commencement Date) paid at a rate at least equivalent to the National Minimum Wage/National Living Wage (as relevant).

5. PAY

- 5.1 Your rate of pay at all times will be no less than the National Minimum Wage/National Living Wage (as relevant) per hour worked. Additional pay may be paid depending on the work you are required to perform (although there is no contractual obligation on the Company to do so). Where overtime rates are applicable you will be notified of this prior to the commencement of the work.
- 5.2 Payment will be made one week in arrears directly into your nominated bank or building society account on Friday of each Week in respect of the hours worked during the preceding week, subject to statutory deductions for tax and National Insurance or any other deduction authorised under this Contract of Employment.
- 5.3 At the discretion of the Company you will be paid any allowable expenses on the basis set out in the Company's Expenses Policy, a copy of which was provided to you with this Contract of Employment. You must submit a completed expenses claim form and any supporting evidence as required to your manager or a director.
- 5.4 For the avoidance of doubt, the Company's Expenses Policy is not contractual and the Company at all times retains discretion as to the payment of expenses. Any payment of expenses does not entitle you to future payment.

6. DEDUCTIONS

6.1 If, during or on the termination of your employment, you owe the Company money as a result of any loan, overpayment, default on your part or any other reason whatsoever, the Company shall be entitled as a result of your agreement to the terms of this Contract of Employment to deduct the amount of your indebtedness to it from any payment which it may be due to make to you, including but not limited to your final salary payment.

7. HOLIDAYS

7.1 You are entitled to the statutory minimum number of days holiday during each holiday year, currently 28 days for full time employees. This includes the usual public holidays or a day in lieu where we require you to work on a public holiday. The Company's holiday year runs between 1st January and 31st December. If your employment starts or finishes part way through the holiday year, your holiday entitlement during that year shall be calculated on a pro-rata basis.

7.2 You will accrue holiday pay at a rate of 12.07% as an addition to the rate of pay as set out in clause 5. The accrued holiday pay will be retained by the Company in a holiday fund until such time as you take your holiday entitlement. The accrual of holiday pay ensures you receive your statutory right to paid annual leave and for the avoidance of doubt you have no corresponding contractual right to accrued holiday pay.

7.3 You shall give at least two weeks' notice of any proposed holiday dates and these must be agreed by the Company and/or the client you are working for. We may require you to take holiday on specific days as notified to you.

7.4 You cannot carry untaken holiday entitlement forward from one holiday year to the following holiday year.

7.5 We shall not pay you in lieu of untaken holiday except on termination of employment. The amount of such payment in lieu shall be 1/260th of your full-time equivalent salary for each untaken day of your entitlement under clause 7.1 for the holiday year in which termination takes place and any untaken days permitted to be carried forward from the preceding holiday year. However, if we have dismissed you or would be entitled to dismiss you under clause 9.3 or you have resigned without giving the required notice, such payment in lieu shall be limited to your statutory entitlement under the Working Time Regulations 1998, and any paid holidays (including paid public holidays) taken shall be deemed first to have been taken in satisfaction of that statutory entitlement.

7.6 If you have taken more holiday than your accrued entitlement at the date your employment terminates, we shall be entitled to deduct from any payments due to you one day's pay for each excess day.

7.7 During any continuous period of absence due to incapacity you shall not accrue holiday under this contract. Your entitlement under clause 7.1 for the holiday year in which such absence takes place shall be reduced pro rata but shall not fall below your entitlement under the Working Time Regulations 1998.

8. INCAPACITY

8.1 If you are absent from work due to incapacity, you must notify the Company and/or the client you are working for of the reason for your absence as soon as possible but in any event before you are due to start work on the first day of absence.

8.2 In all cases of absence a self-certification form, which is available from the Office, must be completed on your return to work and supplied to the Office. For any period of incapacity which lasts for seven consecutive days or more, a doctor's

certificate (a 'statement of fitness for work') stating the reason for absence must be obtained at your own cost and supplied to the Office. Further certificates must be obtained if the absence continues for longer than the period of the original certificate.

- 8.3 You agree to consent to a medical examination (at our expense) by a doctor nominated by the Company should the Company so require. You agree that any report produced in connection with any such examination may be disclosed to the Company and the Company may discuss the contents of the report with the relevant doctor.
- 8.4 If you are absent from work due to incapacity we shall pay you Statutory Sick Pay (**SSP**) provided that you satisfy the relevant requirements. Your qualifying days for SSP purposes are Monday to Friday.
- 8.5 If a period of absence is or appears to have been caused by negligence or other action by a third party in respect of which you may be able to recover compensation, you must immediately notify the Office and provide such further information and cooperation in relation to any legal proceedings as we may reasonably require.

9. TERMINATION AND NOTICE PERIOD

- 9.1 You must give the Company at least one week's written notice in order to terminate your employment with the Company.
- 9.2 The prior written notice the Company is required to give in order to terminate your employment is:
- (a) within the first month of continuous employment: immediate notice;
 - (b) after the first month but before the end of the first two completed years of continuous employment: one week;
 - (c) after more than two years continuous service: one week's notice for each completed year of continuous employment, up to a maximum of twelve weeks' notice.
- 9.3 We shall be entitled to dismiss you at any time without notice or payment in lieu of notice if you commit a serious breach of your obligations as an employee, or if you cease to be entitled to work in the United Kingdom.

10. DISCIPLINARY AND GRIEVANCE PROCEDURES

- 10.1 Your attention is drawn to the disciplinary rules and the disciplinary and grievance procedures applicable to your employment, which are contained in the separate documents provided to you along with this Contract of Employment. These procedures do not form part of your Contract of Employment.
- 10.2 If you wish to appeal against a disciplinary decision you may apply in writing to the Compliance Director in accordance with our disciplinary procedure.
- 10.3 We reserve the right to suspend you with pay for a period of no longer than 3 weeks for the purposes of investigating any allegation of misconduct or neglect against you.

10.1 If you wish to raise a grievance you may apply in writing to the Compliance Director in accordance with our grievance procedure. Details of the Company's grievance procedures are contained in the separate document provided to you along with this Contract of Employment. These procedures do not form part of your Contract of Employment.

11. PENSIONS

11.1 We will fully comply with our statutory obligations with regard to pension provision. For the avoidance of doubt the Company's obligation to comply with any statutory requirements with regard to pension provision will not at any time create any contractual obligation with regard to such provision.

11.2 A contracting-out certificate is not in force in respect of your employment.

12. COLLECTIVE AGREEMENT

12.1 There is no collective agreement which directly affects your employment.

13. CHANGES TO YOUR TERMS OF EMPLOYMENT

13.2 We reserve the right to make reasonable changes to any of the terms of your Contract of Employment. You will be notified in writing of any change as soon as possible and in any event within one month of the change.

14. CONFIDENTIAL INFORMATION

14.1 You shall not use or disclose to any person either during or at any time after your employment with the Company any **Confidential Information** about the business or affairs of the Company or any of its business contacts, or about any other matters which may come to your knowledge in the course of your employment. For the purposes of this clause, Confidential Information means any information or matter which is not in the public domain (except as a result of your breach of this Contract of Employment) and which relates to the affairs of the Company or any of its business contacts.

14.2 The restriction in clause 14.1 does not apply to:

- (a) prevent you from making a protected disclosure within the meaning of section 43A of the Employment Rights Act 1996; or
- (b) use or disclosure information that has been authorised by the Company, is required by law or by your employment.

15. COMPANY PROPERTY

15.1 All documents, manuals, hardware and software provided for your use by the Company, and any data or documents (including copies) produced, maintained or stored on the Company's computer systems or other electronic equipment (including mobile phones), remain the property of the Company.

15.2 Any Company property in your possession and any original or copy documents obtained by you in the course of your employment shall be returned to a director at any time on request and in any event prior to the termination of your employment with the Company.

16. MISCELLANEOUS

- 16.1 This Contract of Employment is governed by and constructed in accordance with English law and any dispute regarding this Contract of Employment or your employment will be heard in the English courts.
- 16.2 References in this Contract of Employment to 'us' or 'we' refer to the Company as defined in this Contract of Employment. References to 'you' or 'your' refer to the Employee as defined.
- 16.3 The headings in this Contract of Employment are for convenience only and shall not affect its interpretation.
- 16.4 References to the singular include the plural.
- 16.5 References to the masculine include the feminine.
- 16.6 Should the Company fail to enforce or apply any of the rights that it has under this Contract of Employment, it shall not be construed that the Company approves or agrees to any breach of contract or that it loses its rights to enforce the terms of this Contract of Employment in full at any time, now or in the future.
- 16.7 If any provision of this Contract of Employment (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or unlawful, the other provisions shall remain in force.
- 16.8 If any invalid, unenforceable or unlawful provision would be valid, enforceable or lawful if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intent of the parties.

17. THIRD PARTY RIGHTS

- 17.1 No person other than you and the Company may enforce any terms of this Contract of Employment.

Please indicate your acceptance of these terms by signing and returning to me the attached copy of this letter.

I hereby confirm that I have read, understood and accept the above Contract of Employment and I undertake to observe the terms and conditions of employment contained therein.

For and on behalf of the Employer

Name Janine Lane

Signed: 

Date

Signed by the Employee

Name

Signed:

Date: