



## STATEMENT OF MAIN TERMS OF EMPLOYMENT

### Between:

1.) AirglideUmbrella Services. Whose registered office is situated at  
.....

and

2.) ..... Whose Registered office / residence is situated at  
.....

This Statement of main terms of employment includes conditions. All of which are in accordance with the provisions of Employment Rights Act 1998 and the Employment Act 2002. This is not only in compliance with the Laws of England and Wales but also to provide you with clear guidance to both Party's rights and obligations.

### 1.) Commencement

1.1 Employment commences on:

1.2 You will commence on a 3 month probationary period, during which time you encouraged not to take any holidays unless strictly necessary, and this has to be authorised by a company Director only, no one of a lower position will be allowed or authorised to grant you holiday. During this period you are expected to work as much as possible, and any holiday entitlement accrued will be paid to you should your employment be terminated during this period, or will added to your annual entitlement should you be deemed suitable for permanent employment.

1.3 Disciplinary and Grievance procedures are set out in this statement, but do not apply during your probationary period.

1.4 The Employer at any time during the probationary period may extend the probationary period at his/her discretion ( Director level only)

1.5 On completion of a successful probationary period you will be employed on a permanent basis until you reach retirement age or if the employ is brought to an end by either yourself or the Employer.

### 2 PLACE OF WORK

2.1 There will be no fixed place of work. The Employer at all times will decide your place of work

2.2 We will endeavour to provide continuous work at various sites and locations during your employment period



### **3 TERMINATION OF EMPLOYMENT**

- 3.1** If you terminate your employment without giving or working the required period of notice, you will have an amount equal to any additional cost of covering your duties deducted from your final payment
- 3.2** You have a one week notice period to terminate your contract of employment to the Company. The Company in turn will give you a weeks notice of termination of contract
- 3.3** One weeks notice applies at all times unless under the 'Gross Misconduct' guidelines, with which these guidelines apply immediately.
- 3.4** All company property must be returned on termination of employment. Failure to do so will result in suspension of your outstanding pay and deductions being taken to cover these items. Any large/ expensive company items that are not covered by the outstanding pay and are not returned, will be retrieved through the legal route. This procedure will be carried out immediately.

### **4 Downturn in work**

- 4.1** If at any time there is a down turn in work and the company is unable to provide you work that you are employed to do, then the company has no obligation to pay you and has the right to ask you to remain at home unpaid.

### **5 Appointment**

- 5.1** Your job title is ....., your duties will be provided on a separately attached form

## **6 PAYMENT**

- 6.1** You will be paid weekly on completion of timesheets. These timesheets to be faxed to office, which in turn will confirm with third party client that the details are accurate. Once hours and rate have been confirmed with client, and invoice will be raised and sent to client. Client will receive your invoiced hours by 4pm on the Tuesday of the relevant week. Client will then pay invoiced amount to company account by the Friday of that relevant week.
- 6.2** Company will then process your payment through the PAYE system, iaw HMRC regulations .All deductions will be taken at source, deductions include tax and NI contributions. Balance will be paid into your given bank account.
- 6.3** You will receive a payslip showing how the total amount of your pay has been calculated. It will also show the deductions that have been made and the reasons for them, e.g. Income Tax, National Insurance, etc. Also expenses will be shown
- 6.4** Expenses and receipts must be sent to the office, we will only process original receipts and not copies, failure to produce original receipt will result with the expense not being processed.
- 6.5** Expenses will be paid at the current HMRC rates
- 6.6** If you are overpaid for any reason, the total amount of the overpayment will normally be deducted from your next payment, but if this will cause proven hardship, arrangements may be made for the overpayment to be recovered over a longer period.
- 6.7** Income Tax and National Insurance, at the end of each year you will be given a form P60 showing the total pay you have received from us during that year and the amount of deductions for income Tax and National Insurance. You may also be given a form P11D showing non-salary benefits. You should keep these documents in a safe place as you may need to produce them in your dealings with the Inland Revenue and other government departments, or if completing a self assessment form. The Law does not allow us to issue duplicates

## **7 HOURS OF WORK**

- 7.1** You will normally be requested to work 37.5 hours per week. These weekly working hours may differ with each client, and the Employer will inform you of any changes
- 7.2** You may be asked to work outside these hours or on weekend days, the hourly rate will remain the same unless otherwise authorised by the Employer as an increased rate. You will be at all times informed of any rate changes if any before commencing these hours outside of your normal working week.
- 7.3** The 48 Hour week does not apply to you. By signing this Statement of Employment you agree to the following terms: ' A limit of 48 hours in a 7 day working week as set out in Regulation 4 of the Working Time Directive shall not apply to your employment terms'.



## **8 HOLIDAY ENTITLEMENT AND CONDITIONS**

### **8.1 ANNUAL HOLIDAYS**

**8.2** Your holiday year begins on January 1<sup>st</sup> each year, and ends 31<sup>st</sup> December each year.

**8.3** Your annual holiday entitlement is shown in your individual Statement of Main Terms of Employment ( Form SMT )

**8.4** It is our policy to encourage you to take all of your holiday entitlement in the current holiday year. We do not normally permit holidays to be carried forward or paid in lieu, unless with the prior authorisation of the Director

## **9 CONDITIONS APPLYING TO YOUR ANNUAL HOLIDAY ENTITLEMENT**

**9.1** You should complete form HR for all holiday requests and have it signed by your supervisor and over signed by the office manager, before making any firm holiday arrangements

**9.2** Holiday requests will only be considered if you present them on form HR and we will allocate agreed holiday dates on a first come first serve basis whilst ensuring operational efficiency and minimum staffing levels are not compromised

**9.3** You should give at least 4 weeks notice, to enable the company to replace you in your absence or cover your workload. You may not normally take more than 2 weeks consecutively

**9.4** Your holiday pay terms will be at your basic pay rate

**9.5** You are required to save at least 4 days for the Christmas and New Year period. If you have not accrued or saved this amount of holiday, you will be given an unpaid leave of absence

**9.6** In the event of your termination of your employment any holidays accrued but not taken will be paid for. However, in the event of you having taken holidays in the current holiday year, which have not been accrued pro-rata, then the appropriate payments will be taken from your final wage/salary. This is an express written term of your contract of employment.



## **10 PUBLIC/BANK HOLIDAYS**

**10.1** Your entitlement to public/bank holidays and to any additional payment which may be made for working on a public/bank holiday is shown in your individual Statement of Main Terms of Employment.

## **11 SICKNESS/INJURY PAYMENTS AND CONDITIONS**

### **11.1 NOTIFICATION OF INCAPACITY FOR WORK**

**11.2** You must notify us and your current work place by telephone on the first day of incapacity and at the earliest opportunity by 08.00am. Notification should be made personally ( or if you are unable to do so then by immediate family or relative, neighbour or friend), to you Manager. You should give an indication of your earliest return date and notify us of any changes to that.

**11.3** If your incapacity extends to more than seven days you are required to notify us of your incapacity once a week there after, unless otherwise agreed.

## **12 EVIDENCE OF INCAPACITY**

**12.1** Doctors certificates are not issued for short term incapacity ( up to seven calendar days ) you must sign a self certification absence form on your return to work

**12.2** If your sickness has been ( or you know that it will be ) for longer than seven days( whether or not they are working days) you should see your doctor and make sure he/she gives you a medical certificate and forward this to us without delay. Subsequently you must supply us with consecutive doctors' medical certificates to cover the whole of your absence.



## **13 PAYMENTS**

- 13.1** You are entitled to statutory sick pay (SSP) if you are absent due to sickness or injury provided you meet the criteria in the current SSP regulations. When you are absent for four or more consecutive days you will be paid SSP by us if you are eligible. This is treated like wages and is subject to normal deductions.
- 13.2** Qualifying days are the only days for which you are entitled to SSP. These days are normally your working days unless otherwise notified to you. The first three qualifying days of absence are waiting days for which SSP is not payable. Where a second or subsequent period of incapacity (of four days or more) occurs within the 56 days of a previous period of incapacity, waiting days are not served again.
- 13.3** Any contractual sickness/injury payments are shown in your individual Statement of Main Terms of Employment.
- 13.4** Any days of contractual sickness/injury payments which qualify for SSP will be offset against SSP on a day to day basis. An offset will be made for any state benefits received if you are excluded or transferred from SSP.
- 13.5** If you are entitled to any contractual payments in excess of SSP and your entitlement expires, full or part payment may be allowed at our discretion where it is considered that there are special circumstances warranting it.



## **14 DISCIPLINARY RULES AND PROCEDURES**

### **INTRODUCTION**

- 14.1** It is necessary to have a minimum number of rules in the interests of the whole organisation.
- 14.2** The rules set standards of performance and behaviour whilst the procedures are designed to help promote fairness and order in the treatment of individuals. It is our aim that the rules and procedures should emphasise and encourage improvement in the conduct of individuals, where they are failing to meet the required standards, and not be seen as a means of punishment.
- 14.3** Every effort will be made to ensure that any action taken under the procedure is fair, with you being given the opportunity to state your case and appeal against any decision that you consider to be unjust.
- 14.4** The following rules and procedures should ensure that:
- a.) the correct procedure is used when inviting you to a disciplinary hearing
  - b.) you are fully aware of the standards of performance, action and behaviour required of you.
  - c.) Disciplinary action, where necessary, is taken speedily and in a fair, uniform and consistent manner.
  - d.) You will only be disciplined after careful investigation of the facts and the opportunity to present your side of the case. On some occasions temporary suspension on full pay may be necessary in order that an uninterrupted investigation can take place. This must not be regarded as a disciplinary action or a penalty of any kind.
  - e.) Other than an 2 off the record<sup>2</sup> informal reprimand, you have the right to be accompanied by a fellow employee, who may act as a witness or speak on your behalf, at all stages of the formal disciplinary process.
  - f.) You will not normally be dismissed for a first breach of discipline, except in the case of gross misconduct.
  - g.) If you are disciplined, you will receive an explanation of the penalty imposed and you will have the right to appeal against the finding and the penalty



## **15 DISCIPLINARY RULES**

**15.1** It is not practicable to specify all disciplinary rules or offences which may result in disciplinary action, as they may vary depending on the nature of the work. In addition to the specific examples of unsatisfactory conduct, misconduct and gross misconduct shown in this contract, a breach of other conditions, procedures, rules etc within this contract, will also result in the disciplinary procedure being used to deal with such matters.

## **16 RULES COVERING UNSATISFACTORY CONDUCT AND MISCONDUCT**

(These are examples only and not an exhaustive list)

**16.1** You will be liable to disciplinary action if you are found to have acted in any of the following ways:

- a.) failure to abide by the general health and safety rules and procedures
- b.) smoking in designated non smoking areas (this does not include airside, which is gross misconduct)
- c.) persistent absenteeism and /or lateness
- d.) unsatisfactory output of work
- e.) rudeness towards client, use of objectional language
- f.) failure to report any damage to property or premises caused by you
- g.) failure to carry out all reasonable instructions

### **16.2 SERIOUS MISCONDUCT**

- a.) Where one of the unsatisfactory conduct or misconduct rules has been broken and if, upon investigation, it is shown to be due to your extreme carelessness or has a serious or substantial effect upon our operation or reputation, you may be issued with a Final Written Warning in the first instance.
- b.) You may receive a Final Written Warning as the first course of action, if, in an alleged gross misconduct disciplinary matter, upon investigation, there is shown to be some level of mitigation resulting in it being treated as an offence just short of dismissal.





**16.3 RULES COVERING GROSS MISCONDUCT**

**(These are examples only and not an exhaustive list)**

You will be liable to summary dismissal if you are found to have acted in any of the following ways:

- a.) grossly indecent or immoral behaviour, deliberate acts of unlawful discrimination or serious acts of harassment
- b.) dangerous behaviour, fighting or physical assault
- c.) incapacity at work or performance caused by intoxicants or drugs
- d.) possession, supply or use of illicit drugs
- e.) deliberate falsification of any records (including timesheets, absence records and so on)
- f.) undertaking private work on clients premises without permission
- g.) working in competition with us
- h.) taking part in adverse publicity to ourselves, or which cause us to lose financial or integrity
- i.) theft or unauthorised possession of money or property, whether belonging to us, client or third party
- j.) serious breach of client health and safety rules

**16.4 DISCIPLINARY PROCEDURE**

Disciplinary action taken against you will be based on the following procedure:-

<b>OFFENCE</b>	<b>1<sup>ST</sup> OCCASION</b>	<b>2<sup>ND</sup> OCCASION</b>	<b>3<sup>RD</sup> OCCASION</b>	<b>4<sup>TH</sup> OCCASION</b>
<b>Unsatisfactory Conduct</b>	Formal verbal	written warning	final written warning	dismissal
<b>Misconduct</b>	written warning	final written warning	dismissal	
<b>Serious Misconduct</b>	final written warning	dismissal		
<b>Gross Misconduct</b>	dismissal			



- a.) We retain discretion in respect of the disciplinary procedures to take account of your length of service and to vary the procedures accordingly. If you have a short amount of service you may not be in receipt of any warnings before dismissal but you will retain the right to a disciplinary hearing and you will have the right to appeal.
- b.) If a disciplinary penalty is imposed it will be in line with the procedure outlined above, which may encompass a formal verbal warning, written warning, final warning, or dismissal and full details will be given to you.
- c.) In all cases warnings will be issued for misconduct, irrespective of the precise matters concerned, and any further breach of the procedure in relation to similar or entirely independent matters or misconduct will be treated as further disciplinary matters and allow the continuation of the disciplinary process through to dismissal if the warnings are not heeded.

#### **16.5 DISCIPLINARY AUTHORITY**

- a.) The operation of the disciplinary procedure contained, in the previous section is based on the following authority for the various levels of disciplinary action. However, the list does not prevent a higher or lower level of seniority, in the event of the appropriate level not being available, or suitable, progressing any action at whatever stage of the disciplinary process.

Formal Written Warning	a Director
Written Warning	a Director
Final Written Warning	a Director
Dismissal	a Director

#### **16.6 PERIOD OF WARNINGS**

- a.) Formal Verbal Warning

A formal verbal warning will normally be disregarded after a three month period

- b.) Written Warning

A written warning will normally be disregarded after a six month period

- c.) Final Written Warning

A final written warning will normally be disregarded after a twelve month period

#### **16.7 GENERAL NOTES**

- a.) If you are in a supervisory or managerial position then demotion to a lower status at the appropriate rate may be considered as an alternative to dismissal except in the case of gross misconduct
- b.) Gross misconduct offences will result in instant dismissal
- c.) You have the right to appeal against any disciplinary action ( see Disciplinary Appeal procedure)

#### **16.8 DISCIPLINARY APPEAL PROCEDURE**

- a.) The disciplinary rules and procedures which form part of your contract of employment incorporate the right to lodge an appeal in respect of any disciplinary action taken against you.
- b.) If you wish to exercise the right you should apply either verbally or in writing to the person indicated in this contract
- c.) it may be necessary due to the size of our organisation, for the appeal to be heard by the person who took the original disciplinary action and it is therefore important that your appeal gives details of why the penalty imposed is either too severe, inappropriate or unfair in the circumstances.
- d.) if you are appealing on the grounds that you have not committed an offence, it may be necessary for the person conducting the appeal to have a complete re-hearing so that there can be a re-appraisal of all matters before a decision is made to grant or refuse the appeal.
- e.) You may be accompanied to the appeal hearing by a fellow employee of your choice, who may act as a witness or speak on your behalf, and the result of the appeal will be made known to you in writing within five working days after the hearing. This is the final stage of the disciplinary appeal procedure.



## **17 INVENTIONS/DISCOVERIES**

- a.) An invention or discovery made by you will normally belong to you. However, an invention or discovery made by you will become our property if it was made:-
- b.) in the course of your normal duties under such circumstances that an invention might reasonably be expected to result from those duties.
- c.) Outside the course of your normal duties, but during duties specifically assigned to you, when an invention might reasonably be expected to result from these.
- d.) During the course of any duties, and at the time you had a special obligation to further our interests arising from the nature of those duties, and your particular responsibilities.

## **18 HEALTH, SAFETY, WELFARE & HYGIENE**

### **18.1 SAFETY**

- a.) You should make yourself immediately familiar with the Health and Safety policy of your place at work, and all the safety duties, including equipment use, fire regulations. The agency / client will make you aware of all procedures.
- b.) You must not take any action that could threaten the health and safety of yourself or other employees, contractors or permanent staff, members of the public.
- c.) Protective clothing and other equipment that you may use during your normal daily duties and nature of your job must be worn at all appropriate times
- d.) You should report all accidents and injuries at work, no matter how minor they may seem. Your site manager/supervisor must enter incident in accident book.

## **19 ALCOHOL & DRUGS POLICY**

Under legislation we, as your employer, have a duty to ensure so far as is reasonably practicable, the health and safety and welfare at work of all our employees and similarly you have a responsibility to yourself and your colleagues. The use of alcohol and drugs may impair the safe and efficient way you carry out your duties.

The effects of alcohol and drugs can be numerous:-

(These are examples only and not an exhaustive list )

- a.) absenteeism ( e.g unauthorised absence, lateness, excessive levels of sickness, etc )
- b.) higher accident levels ( e.g at work, elsewhere, driving to and from work ).
- c.) Work performance ( e.g difficulty in concentrating, tasks take more time, making mistakes ).



## **19 HYGIENE**

- a.) any exposed cut or burn must be covered with a first aid dressing

## **20 GENERAL TERMS OF EMPLOYMENT, INFORMATION AND PROCEDURES**

### **20.1 CHANGES OF PERSONAL DETAILS**

You must notify us of any change of name, address , telephone number etc, so we can maintain accurate information on our records and make contact with you in an emergency, if necessary, outside normal working hours.

## **21 OTHER EMPLOYMENT**

If you already have any other employment or are considering any additional employment, you must notify us immediately so we can discuss any implications arising from the current working time legislation, whether it implicates you into an IR35 scenario, tax implications.

## **22 BUSINESS AND TRAVEL EXPENSES**

We will reimburse you for any reasonable approved expenses incurred whilst carrying out work directly authorised by the company. This must be signed off by the Finance Director

## **23 NON DISCLOSURE AGREEMENT**

You as an employee agrees not to disclose any information which he learns during the course of providing the services to the company, whether provided to him/her on purpose or learned accidentally, and by which by its nature or content, could cause the company damage or loss or potential loss (whether financial or reputational) if such information was disclosed. Such information includes trade secrets, business information and plans, data bases, concepts or marketing plans, pricing information and accounting information, in particular belonging to the Company or any client of the Company. The employee agrees not to disclose such confidential information during the period of this agreement and for a minimum of ten years after the termination of employment.

## **24 DATA PROTECTION**

- 24.1** The Data Protection Act 1998 provides information, obligations and rights to you and the Employer in respect of the Employer obtaining, recording, holding and using any information about you. By obtaining, recording and holding and using information about you, the Employer will be processing your personal data. You accept that the Employer in its manual and automated filing systems.
- 24.2** You consent to the Employer processing your personal data, including your “sensitive personal data” which consists of information as to your racial or ethnic origin, your political beliefs or beliefs of a similar nature. Religious beliefs. Whether or not you are a member of a trade union. Your sexual life or the commission or alleged commission by you of any criminal offence, for the following purposes:
- a.) To keep adequate records relating to your recruitment, employment, work performance, disciplinary record, sickness, record, pension details, wages/salary and other benefits, appraisals and all other information arising out of and in connection with the performance of your contract of employment.
  - b.) To properly administer your employment, the Employer’s business and any payments made to you during your employment in order to comply with any legal obligations on the Employer ( for example administering sick pay, tax and national insurance contributions).
  - c.) To monitor Employees in order to ensure equality of opportunity, and
  - d.) To determine fitness to carry out all duties, and
  - e.) In order to deal with any emergency that arises in respect of you or any other party.
  - f.) Not to disclose personal information to unqualified or unauthorised third parties.
- 24.3** The probable recipients of your personal Data are the Employer, those authorised by you/ or the Employer to receive your personal data and all others that the Employer is legally obliged to disclose the data to or those to whom Employer deems it necessary or desirable to disclose your personal for the purpose set out above.
- 24.4** You will to the best of your knowledge keep the Employer aware of any changes to your personal data.
- 24.5** The Employer will comply with the Data Protection Act 1998 in the way it processes and manages both personal and sensitive data.



**25 This Agreement**

a.) This contract is the whole agreement between you and the Employer and supercedes any previous agreement, understandings whether oral or written between both parties. No amendment to this agreement will be legally binding unless signed and written by a Director of the company.

**26** These terms and conditions of employment are governed by the Law of England and Wales, and any dispute that arises from this employment will be determined by the Courts of England and Wales

To confirm your agreement of these Statement of Employment and conditions please sign and date both copies. Keep one copy for your record and the other must be given to Employer

I have read and understood the agreement and hereby agree with the terms and conditions above

Signed (employee)..... date: .....

Signed (Employer) ..... date: .....

**This is a legally binding document**

Fax No : 0800 500 3196 or Email : [info@airglideus.com](mailto:info@airglideus.com)