

A Star Scaffolding Ltd
Dudley Road

Darlington
County Durham
DL1 4GG
Tel: 07793106771



Employment Contract

Between

A Star Scaffolding Ltd (Registered company number 08197136) of the above address, referred to as "we", "us", "the Employer" or "the Company"

And

Craig Gallagher referred to as "you" or "the Employee"

1. General & Job Title

These Terms & Conditions are effective from 04/10/2021

The Employee's position is that of Scaffold Labourer

The Employee may from time to time be required to carry out such other reasonable duties as the Employer may decide, without additional remuneration, should this be necessary to meet the needs of the business.

The policies and procedures referred to in this Contract, along with the other parts of the Employee Handbook are available from Lee Chadwick

2. Commencement & Continuity of Employment

The Employee's employment with the Employer began on 04/10/2021.

3. Fixed-Term Provisions

There are no fixed term provisions applicable to this employment.

Nothing in this clause shall act as to prevent either party terminating this employment in accordance with the notice provisions contained within this contract or as otherwise may be expressly agreed between the Employer and the Employee.

4. Probationary Period

There is no probationary period applicable to this employment.

5. Hours of Work

The Employee's normal working hours are:

Mon- Thurs 7-4.30

Fri 7- 3.30

The Employee may be required to work such further hours as may be necessary to fulfil his/her duties or the needs of the business. Whenever possible, the employee will be given reasonable notice of any additional

hours.

The Employee is entitled to the following breaks:

For part-time employees, entitlement to holidays, sick pay, and all other benefits is pro rata based on the hours worked compared to those worked by a full time employee.

6. Place of Work

The Employee's normal place of work will be Dudley Road, Darlington, DL1 4GG

The Employer reserves the right to change this to any place within the north east.

7. Provision Relating to Working Abroad

It is not expected that the Employee will be required to work outside the UK in the course of this employment.

8. Payment

Payment is at the rate £9 per hour and is payable weekly in arrears by bank transfer on each Friday

Hours in excess of 47.5 per week are classed as overtime. Overtime must be authorised in advance by Lee Chadwick.

Overtime hours are paid as follows:

Weekdays standard pay

Weekends Time and a half .

9. Deductions from Wages

The Employer shall be entitled to suspend the Employee's employment without pay in the event of the Employee refusing to obey a lawful order including (but not restricted to) those given to comply with the Employer's statutory obligations.

The Employer reserves the right and the Employee irrevocably authorises the Employer, at any time during the Employee's employment, or in any event upon termination, to deduct from the Employee's wages/salary and/or any other monies due to the Employee, an amount equivalent to any of the following:

- (i) any overpayment of wages, salary, remuneration or other payment made to the Employee during the course of this employment;
- (ii) the amount of any expenses claimed by the Employee and paid but subsequently disallowed by the Employer;
- (iii) the outstanding amount of any loan or advance made by the Employer to the Employee;
- (iv) any costs or losses incurred by the Employer due to the failure of the Employee to give or work notice in accordance with clause 24 of this contract, including any overtime or agency wage costs and loss of profit;
- (v) any cost of repairing any damage to or loss of property of, any fines or charges imposed upon or any other loss sustained by the Employer or any third party, caused by the Employee's breach of contract or breach of the Employer's rules or as a result of the Employee's negligence or dishonesty

Company Vehicles

In the event of an at fault accident whilst driving a Company vehicle, or damage to the vehicle of other company or third party property due to the Employee's carelessness or negligence, the Employee will be required to pay either the cost of the insurance excess or the cost of the repairs carried out by or on behalf of the Employer, whichever is the lower. In the event of failure to pay, such costs will be deducted from the Employee's pay.

If the Employee is provided with a company vehicle then on termination of employment, or on the request of management, the Employee must return it to the Employer's premises or as otherwise directed. Failure to return the vehicle will result in the cost of its recovery being deducted from any monies including wages and accrued holiday pay due to the Employee.

Company Mobile Phones

If a mobile phone is provided for use in conjunction with his/her employment, the Employee accepts that the contract includes use of a Company mobile phone for business use that will be paid for by the Employer. Any costs incurred over and above the standard policy terms may be charged to the Employee and deducted from any monies including wages and accrued holiday pay due to the Employee.

The Mobile Phone is for work related issues and all personal use shall be reasonable, proper and at no additional cost to the employer. Any additional costs incurred as a result of personal use will be charged to the Employee and may be deducted from any monies including wages and accrued holiday pay due to the Employee.

In any case of leaving this Employment with the Employer the Employee understands that he/she must return the Mobile Phone straight away in the same condition as they took it (considering fair wear and tear). If the Mobile Phone is not returned, at all or in reasonable and functioning condition, the Employee understands that the cost of repairing or replacing the Mobile Phone with a new like for like replacement will be deducted from any monies owed to the Employee, including wages, expenses, bonuses or commission.

Training Costs

From time to time during this employment the Employer may pay or contribute towards the cost of training courses related to this employment. Should this Employment be terminated, whether by the Employer or Employee, before any such training course is complete, or within 24 months of the date on which the Employee completes such a course then the Employee agrees to reimburse the Employer for any course fee paid by the Employer, or portion thereof as set out below. Where termination occurs:

- At any time prior to completion of any course - 100% of the fees
- Within 12 months of completion of any course - 100% of the fees
- Within 18 months of completion of any course - 75% of the fees
- Within 24 months of completion of any course - 50% of the fees

The Employee irrevocably authorises the Employer to deduct from the Employee's wages/salary and/or any other monies due to the Employee any amounts payable pursuant to this provision.

10. Short Time Working & Lay-Off

The Employer reserves the right to introduce periods of short time working and / or periods of lay off where business needs require.

During any period of short time working the employee will be entitled to payment pro-rata for the hours worked.

During any period of lay off the Employee will be entitled to a guarantee payment limited to the statutory minimum.

During any period of lay off and short time working the Employee is expected to be reasonably available for work and agrees not to unreasonably refuse any other work, including work which the Employee is not contracted to undertake and which may be paid at a different rate of pay to their contracted job role.

11. Pension

We operate a work-place pension scheme in accordance with our legal obligations. Further information will be provided separately with details of the pension scheme and the Employee's eligibility and entitlement in respect of the scheme.

12. Provisions Relating to Collective Agreements

There are no Collective Agreements applicable to this employment.

13. Benefits, Paid Leave and Training

You will be entitled to statutory maternity, paternity, adoption or shared parental leave and pay subject to you meeting the eligibility requirements set out by the Government from time to time. Any other paid leave is at the sole discretion of the employer.

There is no guaranteed entitlement to training or mandatory training for this role.

14. Holidays

The Employee's annual holiday entitlement (inclusive of bank and public holidays) is 28

Holiday entitlement for part-time employees is pro rata, based on the number of hours worked compared with those worked by a full-time employee.

The holiday year is from 06/04 to 05/04

The holiday entitlement will be taken at dates agreed with [Responsible manager]. The Employee must give at least 7 days notice of holiday requests.

Whilst every endeavour will be made to co-operate with the Employee in fixing the holiday dates, such dates will remain in the ultimate discretion of the Employer.

Holidays must be taken in the holiday year of entitlement and may not be carried forward to the following year.

Public holidays may be substituted by or with the agreement of the Employer.

The Employer will give the Employee at least one week's notice if he/she is required to take holiday other than during notice. The Employer reserves the right to require the Employee to take any unused holiday during his/her notice period, even if booked to be taken after the end of the notice period.

The Employee is required to retain a sufficient number of holidays from his/her annual entitlement to cover the Employer's 10 day: Christmas shutdown period. The number of days' holiday to be retained for this purpose will be notified by the Employer by way of a general notice.

15. Holiday Payment

Holiday pay will be paid at the basic rate.

Upon termination of employment, the Employee will be entitled to pay in lieu of any unused holiday entitlement or be required to pay to the Employer pay received for holiday taken in excess of holiday entitlement. Any sums so due may be deducted from any money owing to the Employee and the Employee irrevocably authorises the Employer to make such deductions.

For the purpose of calculating any holiday pay due to the Employee or owed by the Employee to the Employer, one day's pay shall be one week's normal pay (excluding any pay for overtime) divided by the number of days normally worked each week.

Where the Employee's hours of work and pay varies from week to week the average amount of pay and days worked each week will be calculated according to the amount paid and days worked over the fifty-two full weeks prior to the week in which the holiday period began. No account will be taken of overtime hours worked and payment for those hours.

16. Absences Due to Sickness or Injury

In the event of incapacity due to sickness or injury the Employee must advise Lee Chadwick not later than 7am on the first day of absence. Full reasons must be given at this time. Contact must be made by the Employee personally unless not reasonably practicable. Contact by text or email is not acceptable except where expressly agreed by Lee Chadwick.

If the Employee is absent for seven days or less, he/she shall immediately on returning to work complete a self-certification form in respect of each day of absence.

If the Employee is absent for more than seven days, he/she must on the eighth day of absence provide the Employer with a medical certificate from a General Practitioner stating the reason for absence and provide subsequent certificates to cover any subsequent periods of absence.

The Employee will be paid during absence in accordance with the Statutory Sick Pay Scheme.

The Employee will, at the expense of the Employer, submit to a medical examination by a registered medical practitioner nominated by the Employer, if so requested.

The Employee will also authorise such medical practitioner to disclose to and discuss with the Employer the results of the examination and the matters that arise from it so that the medical practitioner can notify the Employer of any matters that might impair the Employee from properly discharging his/her duties.

The Employer shall be entitled to review the Employee's sickness record at any stage of absence and may dismiss the Employee on the grounds of such absence notwithstanding that the Employee's entitlement to sick pay (statutory or otherwise) has not been exhausted.

17. Confidentiality

The Employee may not either during or at any time after the termination of his/her employment with the Employer disclose to anyone other than in the proper course of this employment, any information of a confidential nature relating to the Employer, the Employer's customers or suppliers and shall further not use any such information in a manner which may either directly or indirectly cause loss to the Employer. Confidential information includes (but is not limited to) financial information, commercial information, technical information, sales and marketing information and trade secrets.

18. Property

The Employee acknowledges that all files, customer records, lists, books, records, literature, software, products and work products developed by the Employee in the course of his/her employment with the Employer, and other materials owned by the Employer or used by the Employer in connection with the conduct of business by the Employer shall at all times remain the sole property of the Employer, and the Employee agrees that upon request and upon termination of the Employee's employment hereunder, howsoever arising, the Employee shall surrender to the Employer all such files, customer records, lists, books, records, literature, products, software, work products, and any copies thereof and all other property belonging to the Employer.

19. Bribery & Gratuities

The Employee must immediately report in writing to the Employer any offer by customers, suppliers, distributors and other such persons having a similar connection with the Employer, whether actual or prospective, any offer of gifts or services. The Employee must not accept or agree to accept such offers without the prior written agreement of the Employer. This applies to any gifts or services offered directly or indirectly from any person firm or company with whom the Employer conducts business or may conduct business.

20. Other Employment

The Employee must devote the whole of his/her time, attention and abilities during his/her hours of work to his/her duties for the Employer. The Employee may not, under any circumstance, whether directly or indirectly, undertake any other duties during his/her hours of work under this employment.

The Employee may not, without the prior written consent of the Employer (which will not be unreasonably withheld) outside his/her hours of work with the Employer work for, advise or in any other way assist, whether directly or indirectly, any business or employment which is similar to or in any way connected or in competition with the business of Employer or which could or might reasonably be considered to impair the Employee's ability to act all times in the best interests of the Employer.

21. Grievances

If the Employee has any grievance in relation to his/her employment, he/she should raise it with their Manager orally or in writing. For further details of the grievance procedure applicable to this employment, the Employee should refer to the Company Grievance Policy, a copy of which is available on request.

22. Company Rules

The Company has adopted a set of rules and regulations to protect the health and safety of all employees and

customers and to ensure high standards of conduct, performance and service, a copy of which is available on request. The Employee is required to read the Company rules and take all necessary steps to ensure that they are properly observed. Failure to adhere to the Company rules will result in disciplinary action, which may include dismissal, in accordance with the Company's Discipline Procedure.

23. Discipline Procedure

Instances of misconduct or breaches of the Company Rules may be subject to Disciplinary Proceedings. These will normally, but not always, be dealt with in accordance with the Company Disciplinary Procedures, a copy of which is available on request. This Procedure is not contractual.

24. Termination of Employment

During the first month of employment this employment may be terminated by either party without notice.

During the remainder of the probationary period this employment may be terminated by either party by giving one week's notice.

Thereafter the Employee shall give the Employer at least 7 notice to terminate this employment.

The Employer shall give the Employee at least one week's notice to terminate this employment during the first two years of employment and then one week's notice for each complete year of service up to maximum of twelve weeks.

All notices of termination shall be given in writing.

The periods of notice set out in this Clause may by consent be varied having regard to the circumstances of the case and to what is reasonable.

The Employer may, at its option, pay salary in lieu of notice but nothing in these terms and conditions of employment shall prevent the Employer from terminating the Employee's employment without notice or payment in lieu in appropriate circumstances.

During any period of notice of termination (whether given by the Employee or by the Employer) the Employer may require the Employee not to attend his/her place of work for the duration or part of the notice period and/or may at its discretion relieve the Employee of some or all of his/her contractual duties during that period. During the period of notice, including any garden leave, the Employee will remain an employee of the Employer and remain bound by these terms and conditions. It is agreed that the period of notice is a reasonable period for garden leave. This will not affect the Employee's entitlement to receive basic salary, together with a payment that reflects the value of all contractual benefits that would have been due to the Employee during the period of notice.

25. Post Termination Restrictions

The following definitions apply for the purposes of this clause:

Business: the production of goods or provision of services normally carried out by the Employer and which the Employee was involved with to a material extent during the twelve months prior to termination of the Employee's employment.

Client: any person, firm or company who has purchased goods or services from the Business.

Relevant Employee: any person engaged in a contract of employment by the Employer with whom the Employee dealt with in the course of his/her employment during the twelve months prior to termination of this employment.

The Employee hereby covenants with the Employer that he will not during this employment and for the period of six months after the termination of the Employment without the prior written consent of the Employer either alone or jointly with or on behalf of any person directly or indirectly:

Non dealing

Seek to procure orders for business from or the custom of or otherwise have business dealings with any person, firm or company who during the twelve months immediately preceding the date of termination of the Employee's employment has been a Client of the Company with whom the Employee has had dealings with or been in the habit of dealing with; or

Non-solicitation of Clients

In connection with the carrying on of any business in competition with the Company solicit or entice away from the Company any Client who has at any time during the period of 12 months immediately preceding the date of termination of the Employee's employment had dealings with or been in the habit of dealing with the Employee; or

Non-solicitation of Relevant Employees

Solicit, entice away or employ any Relevant Employee of the Company.

The periods to which the restrictions listed above shall be reduced by any period of time which the Employee spends on garden leave immediately prior to termination of his/her employment.

26. Health & Safety

The Employer has a detailed health and safety policy a copy of which is available on request. The Employee is required to read the policy and take all necessary steps to comply. Failure to comply may result in disciplinary action and, in serious cases, dismissal.

27. Equal Opportunities

The Employer is an equal opportunities employer and has a detailed equal opportunities policy a copy of which is available on request. The Employee is required to read the policy and take all necessary steps to ensure that it is properly observed. Failure to comply with the terms of the policy may result in disciplinary action and, in serious cases, dismissal.

28. Social Media and IT

The Employer has a detailed Social Media, Internet and IT Use Policy, a copy of which is available on request. The Employee is required to read the policy and rules and take the necessary steps to comply. Failure to comply may result in disciplinary action and, in serious cases, dismissal.

29. Alcohol & Drugs

The Employer has an Alcohol and Drugs Abuse Policy, which is available on request. The Employee is required to read the policy and take all necessary steps to comply. Failure to comply may result in disciplinary action including dismissal.

30. Right to Search

The Employer reserves the right to search employees or any of their property held on the Employer's premises, at any time, in accordance with the Employer's Search Policy, a copy of which is available on request, if the Employer believes that its Alcohol and Drugs Abuse Policy is being infringed or if it believes that an employee may have committed a criminal offence.

If the Employee refuses to comply with the Employer's Search Procedure, such refusal will normally be treated as amounting to gross misconduct and will entitle the Employer to take disciplinary action including dismissal.

31. Indemnity

The Employee will indemnify the Employer in respect of any liability incurred by the Employer as a direct consequence of the Employee's negligence, breach of contract, breach of duty or breach of trust in relation to the affairs of the Employer.

32. Data Protection

The Employee agrees to the holding and processing of personal data provided by him/her to the Employer for all purposes relating to the Employer's obligations under this Employment Contract including, but not limited to administering and maintaining personnel records, paying and reviewing salary and other remuneration and benefits, undertaking performance appraisals and reviews, maintaining sickness and other absence records and taking decisions as to the Employee's fitness for work.

The Employee further acknowledges and agrees that the Employer may, in the course of its duties as an employer, be required to disclose personal data relating to him/her, after the end of his/her employment. This does not affect the Employee's rights under the Data Protection Act 2018.

33. General

The Employer reserves the right to vary the terms of employment contained in this Contract. The Employer will notify the Employee in writing within one month of such variation where the variation is substantial or to a matter relevant to section 1 of the Employment Rights Act 1996 (as amended). This statement replaces all of the Employee's previous terms and conditions of employment with the Employer. Where this agreement does not override or amend any provisions contained in a previous agreement then those provisions contained in the most recent applicable agreement will continue to apply, unless expressly stated so.

The Employee will notify the Employer within 10 working days of any changes to their address, telephone number and other contact details including those of next of kin.

This Contract shall be construed in all respects under the law of England and Wales and the Courts of England and Wales shall have exclusive jurisdiction in all matters relating thereto.

I acknowledge receipt of this Contract of Employment and that I understand and accept the conditions contained within it. I also accept that I have received, in the form of this Contract of Employment, Written Particulars of Employment as defined by, and in compliance with, section 1 of the Employment Rights Act 1996 (as amended).

Please keep your copy of this document safe for your records.

SIGNED FOR THE EMPLOYER

POSITION

DATE

SIGNED BY THE EMPLOYEE

DATE