



Fixed Term Employment
Principal Statement of Terms and Conditions

This principal statement of terms and conditions of employment regulates a period of employment for a fixed term and/or fixed purpose. This is not permanent employment. We issued you with this statement on 25th January 2023 to comply with the provisions of the Employment Rights Act 1996. This and our employee handbook are the prime documents that set out your terms and conditions of employment.

Name of Employer LD Training Services Limited

Address of Employer Stanmore Business & Innovation Centre, Howard Rd, Stanmore HA7 1FW

Name of Employee [REDACTED]

Address of Employee 16 Marham Close, Nottingham, NG2 4GR

**Date of Commencement
in this Employment** 26th January 2023

No service prior to the above date counts for the purpose of calculating your continuous employment with us.

**Expiry of the Term of
Employment** 30th May 2025

We are not obliged to employ you for the complete period stated above. Your employment terminates on this date unless we terminate it earlier by giving you the required notice.

Job Title Lecturer

Probationary Employment

Your initial three months of employment is probationary. During this period we will review with you your performance and suitability. We hope to confirm your employment following such review. Sometimes it may be necessary to extend the probationary period with your knowledge. We may also terminate your employment if you do not reach the standards we require.

Particulars of the Employment

Collective Agreements

There are no collective agreements affecting your terms and conditions of employment.

Hours of Work

You normally work 37.5 hours per week. You normally work on the following days: Thursday, Friday, Saturday, Sunday & Monday. You normally work between 9:00am hours and 5:00pm hours.

Daily Rest Break

When you work six or more hours on any day, you must take a 20 minute unpaid break. You must have specific regard to our business needs when you take such breaks.

Additional Hours


We expect you to work those hours that are necessary to discharge your role effectively. Your working hours are always subject to our current business needs. Our expectation is subject only to any current statutory limitations. We already reflect this expectation in your remuneration/rewards package. Therefore, you do not qualify for extra payment or paid time off in lieu when working additional hours.

Remuneration

Your salary is currently £30,000 (Thirty Thousand Only) per annum payable monthly on the last working day of the month. We pay you by BACS. We will provide you with a detailed pay statement every month.

Deductions from Pay

We can require you to repay to us, by deduction from pay or any other method acceptable to us:

- Reasonable losses to property or monies sustained by us, any other employee, our clients, customers or visitors. This applies when due to your carelessness, negligence, recklessness, breach of procedures/rules or dishonesty/commission of an unlawful act.
 - Insurance excesses imposed by our insurers because of your act or omission or a penalty imposed upon you. An example of this is the potential impact of penalty points for those who drive our vehicles.
 - Any damages, expenses or other monies reasonably payable by us to a third party for your act or omission.
 - Remuneration, expenses or other payments made in error or by your inappropriate claim/misrepresentation.
 - Holiday pay already paid which exceeds your accrued holiday entitlement at the date of leaving our employment.
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- The reasonable cost of replacing equipment and/or property entrusted to you during employment. This applies if you fail to maintain it properly or do not return it before leaving our employment.
- An amount equal to our reasonable loss or the extra cost of covering your duties should you fail to work your full contractual notice. This applies when you leave our employment early without our agreement.
- Attachment of earnings orders and any other statutory deductions orders issued to us.
- Fines or fixed penalty notices for parking, congestion charges etc you incur while driving our vehicles.
- Costs resulting from any training agreement you have signed, should you leave our employment before it expires.
- Any other sums you owe including, but not limited to, outstanding loans, advances and relocation expenses.

Deduction Procedure

We set out details of our pay deduction procedure in the employee handbook.

Place of Work

Your normal work base is currently The Courtaulds Building, 292 Haydn Rd, Nottingham, NG5 1EB. We can require you to work at any reasonable operational location, now or in the future. This may occasionally include travel within the UK on our behalf. We determine your work location strictly by business need.

Work outside the United Kingdom

We do not require you to work outside the United Kingdom.

Training and Development

We provide an overview of our training and development provisions in the employee handbook. Please consult it for additional information. From time to time we may, at our entire discretion, offer the opportunity or require you to complete various training. Where participation is compulsory we will meet relevant costs and pay you as normal.

It is a requirement of your particular role that you possess and provide evidence of a relevant qualification or training. We do not offer financial or other material support to undertake, gain possession of or maintain this qualification or training.

Possessing and maintaining this qualification or training is a condition of your employment. Your employment is at risk if you fail to do so.

Holiday Year

Our holiday **year begins on the 1st of April** and ends on the 31st of **March**.

Holiday Entitlement

Our paid annual holiday provision is 5.6 working weeks (28 working days) for the complete holiday year. This is the annual entitlement that applies to our full-time staff.

Where necessary, e.g. for new starters, part-time or variable hours staff, we pro-rate holidays. We base the entitlement on the number of days or hours you usually work. We may assess this over a reference period of fewer than 52 weeks depending on your length of service.

Your own envisaged holiday entitlement is 20 working days for the complete holiday year.

We identify provisions relating to public/bank holidays in the following section. There are other related policies and general conditions regarding holidays in the employee handbook.

Public/Bank Holidays

New Year's Day
Good Friday
Easter Monday
First Monday in May

Last Monday in May
Last Monday in August
Christmas Day
Boxing Day

We consider the above public/bank holidays to be part of your statutory holiday provision. Sometimes a bank holiday falls on a weekend. When this happens, the Government announces a substitute weekday in lieu.

Where a public/bank holiday falls on one of your working days, we offset it against your holiday entitlement. You must normally be contracted/scheduled to work that day for it to qualify as holiday. You receive your normal rate of pay for eligible bank holidays.

We may occasionally need you to work on a public/bank holiday. We will pay you for working in this event. You will also receive compensatory time off with pay. You must take this at a later, mutually agreeable date within the current leave year. If you become ill when scheduled to work a bank holiday, we will deal with this through our sickness procedure.

Other Leave

Eligibility to particular statutory *leave* provisions may apply in *certain* circumstances. This includes leave for maternity, paternity, adoption, jury service, etc. We set out further details in the employee handbook.

Holiday Pay

We calculate holiday pay on the basis of the pay you normally receive. Where you work fixed hours with only occasional variations, this is likely to reflect your basic rate of pay.

Where you do not work fixed or regular hours of work we base holiday pay on an average of hours worked over the last 52 weeks. Where you have worked fewer than 52 weeks, we base holiday pay on the weeks you actually worked.

We set out more detail about holiday pay in the employee handbook.

Statutory Sick Pay

We pay statutory sick pay (SSP) providing you qualify under current statutory regulations. If you do not comply with our sickness procedures we may withhold payment. Please consult the employee handbook for further information.

Pension Provisions

We provide and contribute financially to an auto-enrolment pension scheme which you may be eligible to join. Eligibility is always subject to the rules of the pension scheme and HMRC Regulations currently in force. We will supply further written details of the pension scheme to you separately.

Additional Benefits

We do not provide any additional contractual benefits in respect of this employment.

Notice of Termination

- a) During your Probationary Period — four weeks' written notice by either party. Beyond this 3 month's written notice by either party.
- b) This contract ends automatically on the specified date unless you or we terminate it early in accordance with the notice provision.
- c) This contract will end if you are summarily dismissed due to gross misconduct or gross negligence.
- d) There is no entitlement to an additional period of notice extending beyond the expiry date of the contract.

Additional Notice Provisions

Your contract of employment remains in force during the notice period. However, we may require you not to attend your normal place of work. We may require you not to perform your regular duties. We may provide reasonable alternatives. We may let you stay at home (garden leave). This is all at our absolute discretion.

You must remain available for us to contact you and to work if we wish. You may not take any alternative employment during this period except with our express written consent. We may expect you to take any accrued annual leave.

We may make a payment in lieu of notice at our absolute discretion. Where we offer such payment, subsequent discovery of any repudiatory breach of contract on your part will lead to revocation. Where payment has already been made and we discover such conduct, we have the right to seek recovery.



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Equal Opportunities and Diversity

We wish to promote a working environment in which equal opportunity and diversity is recognised, valued and encouraged. The employee handbook sets out our expectations and we expect everyone to observe them. Please familiarise yourself with our policy.

We consider infringements to be a serious disciplinary matter. Following investigation, we may take disciplinary action which can result in dismissal.

Bullying and Harassment

We support your right and opportunity to seek, obtain and hold employment without discrimination and with respect for your dignity. It is everyone's duty to treat others with respect. The employee handbook sets out our expectations and we expect everyone to observe them. Please familiarise yourself with our policy.

If you ever feel you are being bullied or harassed, our grievance procedure provides a mechanism to address your concerns.

We consider infringements to be a serious disciplinary matter. Following investigation, we may take disciplinary action which can result in dismissal.

Disciplinary and Capability - Rules and Procedures

We set out the disciplinary and capability rules and procedures which apply to your employment in the employee handbook.

Disciplinary and Capability - Appeal Procedure

You have the right to appeal regarding formal disciplinary or capability action we take against you. You must appeal in writing. The outcome letter will indicate to whom you should address your appeal. We set out further details in the employee handbook.

Precedence

This principal statement and our employee handbook specify important matters about your employment. In the event of any difference between the two documents, the wording of this principal statement takes precedence.



Declaration

I accept this employment on the terms and conditions identified above. I have also read the employee handbook dated August **2022, including** its Personal Information and Data Protection clause. I understand and accept that these are prime documents setting out my terms and conditions of employment. I will ensure I remain aware of their contents and follow their relevant provisions.

I acknowledge that the organisation and/or its third party representatives utilise my personal data within their HR systems. I appreciate that it collects, processes and retains data securely, on paper or electronically, in support of my employment. I confirm my employer's right to such data for legitimate purposes when obtained in a lawful, fair and transparent manner. I am aware my personal data is retained confidentially, with strictly restricted access and only for as long as necessary.

I acknowledge that legislation requires my employer to enrol eligible jobholders into an auto-enrolment workplace pension scheme. Subject to my eligibility, I give permission to deduct my contributions from my salary/wages. Such deduction is subject to my right to opt-out of these provisions as prescribed by statute.

Signed:



(on behalf of the employer)

Print name: Glen Johnson
Director

Date: 26/1/2023

Signed:



(employee)

Print name: 

Date: 08/02/2023

*Please sign and return the second copy of this statement to signify your acceptance of its terms. We will **notify** you of variations to this statement or **the employee** handbook **within** one month of any change.*