

CONTRACT OF EMPLOYMENT

This agreement establishes the terms and conditions of service
BETWEEN:

All Things Fancy Ltd
(THE EMPLOYER)
AND

Mr. Thomas Holmes
(THE EMPLOYEE)

ADDRESS: 221b Baker Street, London, NW1 6XE

DATED: 29/12/2019

1. YOUR EMPLOYER:

Your employer for this engagement is: **ALL THINGS FANCY LTD.**

2. EMPLOYER'S ADDRESS:

Any official correspondence may be delivered to the employer at the following address: **1 CRANWELL CLOSE, LONDON, E3 3QY.**

3. JOB TITLE:

Your job title is: **MACHINE FITTER.** Your duties may change over time, as may your job title to reflect, as accurately as possible, your responsibilities and obligations.

4. RESPONSIBILITIES:

You are responsible to the managing director (**KATE McCARTNEY**) and any other company officer who may lawfully give you directions as to your duties. You will be expected to work flexibly insofar as relevant training is provided. The payment for this post, as identified in paragraph 8, incorporates provision for this flexible working.

You may be required to work additional hours or outside of the hours identified in paragraph 10. Where this is applicable, you will be reimbursed in accordance with the salary provision and/or you will be paid at a premium rate of **1.5 HOURS** pay for each additional hour worked in excess of that identified in paragraph 10.

5. TERMS AND CONDITIONS OF SERVICE:

The terms and conditions of your employment, incorporating the provisions identified in this document, is subject to the **WORK HANDBOOK** available on the corporate intranet (as subject to amendment – notification of any and all changes will be provided to you).

6. DATE ON WHICH EMPLOYMENT COMMENCED:

For the purposes of this agreement, your employment began on **1/1/2020**

7. PERIOD OF EMPLOYMENT:

This contract is for a **FIXED TERM** of **THREE** years. It will terminate automatically on **31st of December 2023.**

8. SALARY:

Your salary is **£20,000** per annum. You will be paid monthly, in arrears, following the deduction of applicable taxes, to your designated bank account. Payments will be made via credit transfer.

Expenses incurred for business purposes, as expressly agreed by the **LINE MANAGER**, will be reimbursed in accordance with the procedures identified in the **WORK HANDBOOK**.

9. PLACE OF WORK:

Your principal place of work is at **1 CRANWELL CLOSE, LONDON, E3 3QY**. This agreement also provides the right for the employer, having provided you with reasonable notice, to require you to work at or from any of the employer's other business premises.

10. HOURS OF WORK:

Your hours of work will be **40 HOURS** per week, agreed with the **LINE MANAGER**. The week is identified as **MONDAY-SATURDAY** and the hours upon which you may be required to work are **8AM-7PM**. Any changes to these provisions will be provided to you with reasonable notice.

11. HOLIDAY ENTITLEMENT:

The year for the purposes of holiday entitlement is **6th APRIL** to **5th APRIL**.

You are entitled to **35** days' holiday in each period (or the pro rata equivalent). Payment for your holiday leave is calculated at the same rate as your normal contractual terms.

Holiday entitlement must be taken in the calendar year identified in this section and days will not be carried over from one year to the next.

Request for leave must be agreed in advance between the employee and the **LINE MANAGER**.

The employer will pay the employee in lieu of any days' holiday not taken within this period following the employee's resignation. In the event that the employee leaves without providing the required notice, the employer may not provide such payment.

Statutory Holidays: The holiday entitlement includes the statutory holidays identified by the GOVERNMENT each year. These dates of these holidays will be made available to employees through the **WORK HANDBOOK**.

12. SICK / ILLNESS PAY:

You are required to attend work, or be available for work, during your normal working hours as identified in this document. Where you are absent from work due to illness or injury, you or someone on your behalf, should make reasonable attempts to inform the **LINE MANAGER** no later than **9 AM** on the **FIRST** day that your absence begins. You should attempt, where reasonable, to explain the nature of the illness or injury and indicate the expected duration of your absence. Further, you should attempt where possible to keep the employer informed of your condition.

The employer will make statutory sick pay (SSP) payments in accordance with legislative requirements. SSP will be paid in instances of absence of **FOUR** or more consecutive days. SSP will only be paid to a maximum of **TWENTY-EIGHT** weeks in any one period of illness.

The details of sick pay and rules relating to periods of absence are available in the **WORK HANDBOOK**. The sick pay rates provided in the **WORK HANDBOOK** relate to periods of absence in a 12-month period. For the purposes of this contract, sick pay, following the completion of 12 months' employment, will be provided at the basic salary rate for a period of **TWO** months, with a further half of the basic salary rate paid for **TWO** months. Following this timeframe, the employee will be obliged to consult with an occupational therapist (designated by the employer) to explore the employee's possible return to work.

13. MATERNITY / PARENTAL LEAVE ENTITLEMENT:

Details of both maternity leave and pay and parental leave are contained in the **WORK HANDBOOK**.

14. RETIREMENT PROVISION:

The retirement age for the purposes of this contract is **68** years. Where this provision is applicable, the employment will automatically terminate at the end of the month of the employee reaching this age.

15. NOTICE OF TERMINATION OF EMPLOYMENT:

The employee is required to provide written notice of **THREE** months of his/her intention to resign the employment.

The employer is entitled to terminate this employment without notice where the employee is considered to have been guilty of an act of gross misconduct. Gross misconduct, for the purposes of this contract, includes (but is not restricted to) acts of theft, disclosing trade secrets obtained in the course of this employment, and acts of violence towards staff or client – whether on or off the premises.

16. DISCIPLINARY / DIMISSAL PROCEDURES:

This agreement is governed by the **Advisory Conciliation and Arbitration Service Code** regarding disciplinary, and dismissal procedures. Both parties are expected to comply fully with the requirements contained therein. Where the employer has terminated the contract of employment, for whatever reason, the employee will have the right of an appeal against this decision. **THE MOST SENIOR** member of the management team will hear this appeal.

17. GRIEVANCE PROCEDURES:

Grievances are to be raised with the employee's **LINE MANAGER** or the **MANAGING DIRECTOR** at as early an opportunity as possible. The employee is

expected to raise issues in a timely fashion and to supply whatever details are pertinent to the resolution of the issue.

18. COLLECTIVE AGREEMENTS APPLICABLE:

No collective agreements affect the terms and conditions of employment.

It may be necessary from time to time for the employer to (reasonably) vary these terms and conditions. Where such changes are made, the employee will be notified in writing and will be given one months' notice prior to their commencement.

19. SIGNING THE CONTRACT

By signing this contract, I agree to the terms and conditions contained therein, and I agree to make myself aware of any terms and conditions identified in the **WORK HANDBOOK**.

SIGNED ON BEHALF OF THE EMPLOYER *Kate McCartney*

DATE: 30/12/2019

SIGNED BY THE EMPLOYEE **Tom Holmes**

DATE 29/12/2019