



STATEMENT OF EMPLOYMENT PARTICULARS

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| Name of Employer: | HOLT DOCTORS LIMITED "The Company" |
| Name of Employee: | Amanda Binks (The "Employee") |

This statement sets out certain particulars of the terms and conditions of your employment with the Company as required by Section 1 - 2 of the Employment Rights Act 1996. Further details are set out in the Policies and Procedures, which are available on request from your manager or the Human Resources Department. These are provided by way of guidance only and do not form part of your contract of employment.

1. Date Employment Commences

Your employment with the Company will commence on **5th January 2015**. The Company hereby states that it does not recognise any service with any company not part of the Holt Doctors Limited for the purposes of calculating your period of continuous employment.

2. Job Title

The title of your job is **Business Analyst**. The Company reserves the right at any time during your employment, upon reasonable notice, to require you to undertake any duties, which fall within your capabilities. Every employee may be required to assist by performing duties normally undertaken by others, as required by the Company.

3. Place of Work

Your place of work is 4th Floor, 1 Belle Vue Square, Broughton Rd, Skipton, BD23 1FJ or such other office of the company as may be designated within reasonable travelling distance. Should you be required to attend particular functions outside of this office, your travelling and subsistence costs will be reimbursed in line with the Company's policy and procedures. The Company may reasonably require you to work at other locations within a radius of 50 miles of these offices (on a temporary basis) to cover the needs of the business.

4. **Salary**

Your basic salary is **£40,000 pro rata** per annum payable on the last Friday of each month. Payments are made by credit transfer directly into your bank or building society account. Any adjustments that are necessary will be made in the following salary payment

The Company may deduct from your salary any monies, which you owe the Company, or require payment from you for any of the following:

- a) Advances against salary
- b) Excess of annual leave taken over entitlement
- c) Excess of expenses claimed
- d) Training agreements provided that such agreements have been undertaken with your consent and you have been clearly advised prior to commencement as to the value and circumstances of any potential repayment by you and you have agreed the same
- e) Overpayment of salary
- f) Value of any property or materials belonging to the Company, which you have negligently lost or damaged

5. **Hours of Work**

Your normal working hours will be **37.5** hours per week, excluding times for meals. You will be required to work these hours according to operational needs as agreed with your Manager. You acknowledge that it may be necessary to adjust or exceed the hours in order to ensure that your duties in accordance with the terms of employment are properly performed. Actual times worked will vary and given the nature of the business it is expected that some attendance will be required during evenings, nights and weekends.

5.1 **Extended Hours Service**

N/A

6. **Overtime**

The Company aims to ensure that regular overtime is not necessary; however, you may be required to work hours outside your normal working hours. Overtime will not normally be paid unless this has been previously arranged with your Manager. Any arrangements determined by your Line Manager will be in line with the appropriate policy in place at the time. It should be noted that any overtime offered should not be considered as a guaranteed contractual entitlement and may be withdrawn or varied at anytime

7. Working Time Regulations

The Working Time Regulations 1998 ("the Regulations") make provisions for a limit on the average number hours, which an employee can be required to work. You must not work more than 48 hours a week averaged over 17 weeks unless you have signed an Opt Out Agreement (see Annex 1). If you have not signed an Opt Out Agreement and you are working in excess of an average of 48 hours per week, the Company will have to consider with you ways of reorganising your workload. You must provide details of any other employment or work by completing the appropriate declaration form.

Under the regulations you are entitled to at least 20 minutes' rest break where the daily working time is more than 6 hours. This will generally be absorbed into your lunch hour, but in the interests of health and safety all employees must have at least 20 minutes of your lunch hour at some point during the day.

You are required to accurately record your working time by completing the time sheets as provided at Annex 2 and forwarding this to your Manager at the end of each 17 week period. Failure to complete the timesheets as required is likely to result in disciplinary action being taken against you. If you believe you are likely to exceed 48 hours in any one working week, the responsibility is yours to notify your Manager immediately.

8. Probationary Period

Your appointment is subject to the satisfactory completion of a **6 month** probationary period from your initial start date. The completion of your probationary period will, however, be subject to a formal review and you will not have completed your probationary period until that review has taken place. You will remain on probation until confirmed in the post, in writing by the Company.

The Company may extend the probation period if it considers it appropriate to do so. During the probationary period or extension of it the Company or employee may terminate the employment by giving notice of 1 week. On successful completion of your probationary period notice will be determined in accordance with the "notice" clause below. During the probation period the company's disciplinary procedure does not apply.

9. Notice Periods

On successful completion of your Probationary Period you will be required to give and entitled to receive **4 weeks** notice of the termination of your employment. This requirement increases, from the employer, after five years service to one weeks notice for every completed year of service up to a maximum of 12 weeks notice. The Company may dismiss you summarily (i.e. without notice, or pay in lieu of notice) if it has reasonable grounds to believe that you are guilty of gross

misconduct or gross negligence or have committed a serious breach of the terms and conditions of your employment.

9.1 Terminating Employment without Giving Notice

If you terminate your employment without giving or working the required period of notice, as indicated in your individual statement of employment particulars, you will have an amount equal to any additional cost of covering your duties during the notice period not worked deducted from any termination pay due to you. You will also forfeit any contractual accrued holiday pay due to you over and above your statutory holiday pay, if you fail to give or work the required period of notice.

9.2 Pay-In-Lieu

The Company reserves the right to make a payment in lieu of notice for all or any part of your notice period upon the termination of your employment (rather than your working out your notice period). This provision, which is at the Company's discretion, applies whether notice to terminate the Contract is given by you or by the Company.

9.3 Garden Leave

In particular, if you give notice to terminate your contract, or if the Company gives you notice to terminate for any reason, you may be asked not to attend work during the notice period. In these circumstances, your employment will continue throughout your notice period and you will remain bound by all the terms of your contract of employment. You will thus not be entitled to perform any work for any other employer until your notice period has expired and your employment terminated.

During any period of garden leave you will continue to receive your full salary and benefits. The duration of restrictions set out in clause 18 of this agreement shall be reduced by the amount of time you are on garden leave under this clause.

10. Holiday Entitlement

The holiday year runs from 1st November to 31st October inclusive. In addition to the 8 days statutory Public Holidays laid down by the English Parliament, you are entitled to receive **25** days paid holiday for the first 12 months employment.

Part-time employees will be entitled to annual leave calculated on a pro-rata basis.

If you join or leave the Company during the holiday year your entitlement is calculated on a pro-rata basis, rounded to the nearest whole day, according to the number of completed months worked.

All holiday must be booked in accordance with the Company's policy and procedures. These may include specific rules on when leave may or may not be taken and if leave has to be taken in specific periods and lengths.

On the termination of your employment, you will be entitled to receive payment in lieu of any unused holiday up to your leaving date. If you have taken holiday in excess of your entitlement, the Company reserves the right to make an appropriate deduction from your final salary and you hereby consent to such a deduction.

The Company reserves the right to refuse applications for holiday during notice periods and at peak business periods. New employees with holiday commitments arranged before joining the Company should declare such commitments before accepting the offer.

11. Pension Scheme

N/A

12. Grievance and Disciplinary Procedure

Full details of the Grievance Procedure and the Disciplinary Procedure are available from Human Resources and are contained in the Company's Policies and Procedures Manual. These do not form part of your contract of employment, save insofar as may be required by statute.

13. Absence through Sickness or Injury

You are responsible for notifying your Manager by telephone, as soon as possible, on the first working day of the sickness absence. Thereafter, you should keep in contact on a daily basis. The Company requires regular and reliable standards of attendance and expects employees to take all reasonable steps to keep sickness absence to a minimum. Many jobs in the Company require certain standards of health and employees are required to notify the Company of any changes to their health that could impact on their ability to undertake their role effectively. Sickness starting immediately after a summons to a disciplinary meeting will be unpaid.

If you are absent from work through sickness or injury, the Company will make payments to you in accordance with the provisions of the Statutory Sick Pay Scheme, and any Company Discretionary Sick Pay Scheme in operation subject to the receipt of the appropriate certification. Full details of the reporting procedure can be found in the Policies and Procedures Manual. A copy of this manual is kept by your Manager and Human Resources. Sick pay may be withheld if an employee has contributed to an absence within their control, including neglect of medical advice, or through undertaking outside employment.

14. Outside Employment/Activities

You must not, outside your normal working hours, without prior written consent of the Company engage or be involved in any business or employment which is in any way competitive with any aspect of the Business or interests of the Company or which materially affects the proper performance of your duties.

15. Acceptance of Gifts

Without prior consent of the Company, you or your immediate relatives shall not be entitled to receive or obtain any benefit or gift in respect of the performance of your duties or any business transacted by or on behalf of the Company. If you obtain any benefit or gift, you shall immediately inform the Company of the amount received or the value obtained by you or your immediate relatives.

16. Representation

The company recognises the right of the employee to be accompanied by a work colleague or a qualified trade union representative for disciplinary and grievance hearings. There are no collective or national agreements that relate to this employment.

17. Maintenance of Standards

The aims of our Company include the provision of a quality service to clients and members. All employees have a part to play in achieving this aim and are expected at all times to observe high standards of appearance and conduct as exemplified in the Policies and Procedures Manual.

18. Confidentiality, Company IT Systems and Company Property

Due to the competitive nature of the industry in which the Company operates, the Company has a legitimate business interest in ensuring that its confidential information is properly protected. You therefore agree to comply with the provisions relating to confidentiality set out in Schedule 1 of this agreement.

You will only access the Company's computer and electronic equipment for the purpose of your employment. Any personal computer made accessible to you by the Company will be solely for your use in the proper performance of your duties and should not be used or misused for any other purposes.

The Company reserves the right to monitor employees' use of its electronic media and services (the "Systems") and to retrieve the contents of electronic messages in order to ensure that the Systems are being used in compliance with the law and Company policy. Examples of the circumstances in which the Company may undertake such monitoring include verifying that employees' use of the Systems is legitimate, the retrieval of lost messages, investigations into potentially wrongful

acts and protecting the Systems from viruses and other external risks. Monitoring via e-mail blocking software may be used by the Company at any time to block and read any e-mail on the Systems. By signing this document, you consent to the Company undertaking these monitoring procedures.

On leaving the employment of the Company, or at any time at the request of the Company, you must return all Company assets in your possession or under your control, including but not limited to manuals, papers, documents, equipment and computer disks.

19. Protection of Business Interests

You are required to devote all of your time, attention and abilities during working hours to the Company and to act in the best interest of the Company at all times. You must not without written consent of the Company be in any way directly or indirectly engaged or concerned in any other business or activity where such business is or is likely to be competitive with any aspect of the Company's business or in conflict with its interests or where this may materially and/or adversely affect the proper performance of your duties.

The Company operates in a highly competitive market. In consideration for the payments and benefits provided to you by the Company under this agreement, you therefore further agree to enter into the post-termination restrictions set out in Schedule 1 to protect the legitimate business interests of the Company.

You agree that if you receive any offer of employment or any other work at any time during your employment or the period of 6 months after your employment has terminated, you will bring the restrictions set out in this clause and in Schedule 1 of this agreement to the attention of the person who is proposing to employ or engage you.

20. Data Protection Act

The Company currently maintains a fully controlled and automated HR system and holds a personnel file, which contains your employee records, which includes your application, references, bank details, appraisals and other personnel records. This information may include sensitive data relating to your health and information held for ethnic monitoring purposes. It is held for personnel administration purposes and in particular to enable us to facilitate performance reviews, administer employee benefits and comply with our legal obligations. You do have a right to seek access to this data, subject to provisions outlined in the Data Protection Policy, a copy of which is held by your Manager.

The Company may, for administrative purposes from time to time make your personnel records available to other Companies in the Group. Similarly, the Company may from time to time need to make your records available to its

advisors, such as its lawyers and accountants and regulatory authorities such as the Inland Revenue.

By signing these Particulars of Employment, you consent to the Company processing this data for Management administration purposes.

21. Health and Safety

You must notify the Company if you suffer from or develop, whilst in employment with us, any condition that requires the Company to review how it manages your health and safety in the workplace.

22. No Smoking Policy

The Company operates a no-smoking policy in its premises.

23. General

This contract will be governed by and construed in accordance with English Law.

This agreement is in substitution for any previous contract of service or other arrangements relating to your employment with the Company and which shall be deemed to have been terminated by mutual consent as from the date of this agreement.

Any substantial changes to your employment terms and conditions will be discussed with you or notified in writing to all employees affected. Changes in practice and procedure however will be made from time to time.

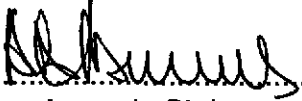
Signed on behalf of the Company

Signature ... 

Date

Tracy Ward
Managing Director

I confirm that I have read the above particulars of employment and agree to be bound by them. I will commence employment with the Company on **5th January 2015**, and you may contact my references immediately.

Signature ... 
Amanda Binks

Date *16/12/14*

SCHEDULE 1

Confidentiality

1. You agree that you will not during the course of your employment or after its termination for any reason disclose to any unauthorised person or otherwise make use of any confidential information relating to the business affairs or trade secrets of the Company other than in the proper performance of your duties under this agreement.
2. Confidential information includes but is not limited to:
 - a. Information held on or relating to any of the Company's or any Group Company's proprietary computer systems;
 - b. Lists of the Company's or any Group Company's Clients, Prospective Clients or Members;
 - c. Details of the Company's or any Group Company's relationships or arrangements with its or their Clients or Prospective Clients, including any terms of business and pricing arrangements in force or under discussion;
 - d. Details of the Company's or any Group Company's employees, contractors or officers;
 - e. The Company's Operational Policies and Procedures relating to the care and service provided to Clients and Members;
 - f. Details of the Company's or any Group Company's business methods, finances, prices or pricing strategy, marketing or development plans or strategies;
 - g. Information divulged to the Company or any Group Company by a third party in confidence;
 - h. Any information relating to the Company or any Group Company or any of its or their Clients or Prospective Clients, which is marked "Confidential" or "Secret" or which the Company, Group Company or Client in question reasonably considers to be confidential or which is given to the Company or any other Group Company in confidence by its or their Clients, Prospective Clients, suppliers or other persons.
3. This restriction shall cease to apply to information or knowledge which may (otherwise than by reason of your default) become available to the public generally.

Post-termination restrictions

4. You agree with the Company on behalf of itself and as agent for any Group Company that you will not at any time during the six-month period commencing on the Effective Date directly or indirectly:
 - a. solicit or canvass or attempt to solicit or canvass the custom or prospective custom of any Client or any Prospective Client from the Company or any Group Company with a view to providing to that Client or Prospective Client in competition with the Company or any Group Company any products or services which are the same as or materially similar to the Restricted Business; or
 - b. provide or agree to provide to any Client or any Prospective Client in competition with the Company or any Group Company any products or services which are the same as or materially similar to the Restricted Business; or
 - c. solicit or encourage or attempt to solicit or encourage any Key Person to terminate their employment with the Company or any Group Company for the purposes of employing or engaging them in relation to any Person which is or owns or controls or is proposing to be or to own or control a Competing Business; or
 - d. employ, engage, appoint or enter into partnership with any Key Person in relation to any Person which is or owns or controls or is proposing to be or to own or control a Competing Business; or
 - e. solicit or encourage or attempt to solicit or encourage any Member to terminate their contractual relationship with the Company or any Group Company for the purposes of such Member entering into a contractual relationship with any Person which is or owns or controls or is proposing to be or to own or control a Competing Business.
5. For the purpose of this Schedule the following terms have the following meanings:
 - a. **"Client"** means any Person with whom or which the Company or any Group Company has arrangements in place in respect of the Restricted Business and with whom or which you had material involvement or for whose business you were responsible during the Relevant Period.
 - b. **"Competing Business"** means any Person providing any products or services which are the same as or materially similar to and competitive with the Restricted Business.

- c. **"Effective Date"** means the date on which your employment under this agreement terminates or the date on which you are placed on garden leave in accordance with clause 9.3 of this agreement, if earlier.
- d. **"Group Company"** means any affiliated, associated and subsidiary company of the Company to which you rendered services or in respect of which you had management or operational responsibility during the Relevant Period. The terms "subsidiary" and "subsidiaries" shall have the meanings set out in Section 736 of the Companies Act 1985 as amended by Section 144 of the Companies Act 1989.
- e. **"Key Person"** means any individual who was at the Effective Date employed or engaged by the Company or any Group Company and with whom you had material dealings during the Relevant Period and who either:
 - a) had material contact with Clients or Members or suppliers of the Company or any Group Company during the Relevant Period; and/or
 - b) was employed or engaged as a Branch Manager/Team Leader or in any position more senior to that of Branch Manager/Team Leader during the relevant period
- f. **"Member"** means any individual with whom at the Effective Date the Company or any Group Company had a contractual relationship for the supply of such individual's services to Clients or Prospective Clients.
- g. **"Person"** means any individual, firm, company or other entity.
- h. **"Prospective Client"** means any Person who was at any time during the Relevant Period negotiating with the Company or any Group Company in respect of the Restricted Business and in respect of which negotiations you were materially involved or for which you had responsibility during the Relevant Period.
- i. **"Relevant Period"** means the twelve-month period ending with the Effective Date.
- j. **"Restricted Business"** means the provision of any products or services by the Company or any Group Company with which you had a material involvement during the Relevant Period.