

<Company name>

Financial Planner Contract of Employment

This document sets out the main terms and conditions of employment which are required to be given to the Employee under Sections 1 and 3 of the Employment Rights Act 1996 (as amended) and which apply at the date hereof. It supersedes any earlier written or oral arrangement between the Employee and the Company.

1. GENERAL INFORMATION

- 1.1 Employee Name: <name>
- 1.2 Company's Name and Address: <company>
- 1.3 Your employment with this Company began on/effective date of this document *
- 1.4 Your continuous employment with this Company (taking into account any service with this Company or with a previous Company that counts) began on *

No previous employment counts as part of your period of continuous employment*

*delete where not applicable

2. LEGALITY

- 2.1 It is a legal requirement that the Company obtains evidence that the Employee is eligible to work in the United Kingdom. As an Employee you are required to provide the relevant information. If the information is not made available upon request your continued employment will be re-considered as it is an offence in law for us to employ people who do not have the legal right to work in the United Kingdom. Should there be a change of eligibility for any reason whatsoever, by signing this Contract of Employment, you are agreeing to inform the Company immediately. Please note that should you fail to provide evidence of your right to work or, for whatever reason, your right to work is revoked, the Company reserves the right to terminate your contract of employment.

3. JOB TITLE

- 3.1 You are employed as *insert job title*. Please refer to your Job Description for further details regarding your duties and responsibilities. This does not form part of your Contract of Employment.
- 3.2 It is a requirement of your job that you carry out such duties and comply with such instructions as the Company shall from time to time determine and undertake any other duties as reasonably required by the Company. It is also a requirement of your employment that you devote the whole of your time and attention to the Company's affairs and use your best endeavours to promote its interest.

4. PLACE OF WORK

- 4.1 *You will normally be required to work from your home or any other location as directed and this may be on a temporary or permanent basis.* You will not be required to work outside the United Kingdom. Should you decide to move home at any stage during your employment, you must discuss this first with your Supervisor and it is expected that you would remain within the UK.
- 4.2 You may be required to travel for the proper performance of your duties. This may include travelling straight from your home to other premises as required by the Company and the needs of your job

role. This may also include but is not limited to making visits to customers, clients or suppliers of the Company and attending all Team Meetings.

5. MOBILITY

5.1 Although you are usually employed at/from one particular site, it is a condition of your employment that you are prepared, whenever applicable, to transfer to any other of our sites. This mobility is essential to the smooth running of our business.

5.2 The Company reserves the right to relocate within the UK with a *minimum* of 1 months' notice.

6. PROBATIONARY PERIODS AND DBS CHECKS

6.1 Confirmation of your appointment will be conditional upon the start date agreed (where relevant), pre-employment checks including reviewing documentary evidence of your stated professional qualifications, your current Statement of Professional Standing, relevant Disclosure and Barring Service (DBS) checks (depending on your job role) and the completion of a probationary period. Should DBS or qualification checks not be satisfactory, the Company reserves the right to withdraw the offer of employment, irrespective of whether or not employment has commenced.

6.2. The probationary period will usually be for 6 months, unless otherwise stated and is designed to give both you and the Company an opportunity to assess the suitability of the position.

6.3 During the probationary period, you will not be subject to the Company's Disciplinary Procedure however, throughout your probationary period we will continuously monitor your performance and conduct, and this may also involve holding review meetings as required.

6.4 At the end of the probationary period your performance and conduct will be reviewed formally and, if satisfactory, your appointment will be confirmed.

6.5 If your performance and/or conduct has not reached the required standard by the end of the probationary period, the company reserves the right to extend this period and this will be confirmed in writing.

6.6 If it is clear that you will not be able to reach the required standard either during the probationary period or any extension, the Company will terminate this Contract of Employment with 1 week's written notice. The Company reserves the right to pay in lieu for this notice or place you on Garden leave.

6.7 Should you wish to terminate your employment during the probationary period or any extension thereof, you will be required to give 3 month's written notice unless otherwise agreed. Please see section 33 for more information.

6.8 Should you transfer (whether this is on a temporary or permanent basis) within the Company or be promoted to a new position within the Company, your new position will be subject to a new 6-month probationary period as per the rules detailed above. If your performance and/or conduct has not reached the required standard by the end of this probationary period, the Company reserves the right to extend this period without prejudice to the Company's right to terminate your employment and this will be confirmed in writing. If it is clear that you will not be able to reach the required standards of this alternative position, you may be transferred back to your previous role, where this still exists, or the Company may agree an alternative course of action, where it is not possible to do so.

7. COLLECTIVE AGREEMENTS

- 7.1 There are no collective agreements that directly affect the terms and conditions of your employment.

8. PAY ARRANGEMENTS AND BENEFITS

- 8.1 You will be paid **£.....insert amount per annum**, subject to the deduction of tax and National Insurance.
- 8.2 Payment will be made in arrears, in equal monthly instalments directly into your own bank or building society account, as detailed on your pay statement, on or around the 28th day of each month. Any additional hours worked are already reflected in your salary and no overtime will be payable. The Company reserves the right to change this period as necessitated by the needs of the business.
- 8.3 Receipts must be provided for all claimed expenses. Mileage will be covered at 20p per mile.
- 8.4 Under this Contract of Employment you are obligated to immediately make your Supervisor aware of any over or underpayments made to you.
- 8.5 We shall also be entitled to deduct from your salary or other payments due to you any money that you may owe to the Company at any time. This includes but is not limited to:
- any fines, penalties or losses sustained during the course of your employment and which were caused through your conduct, carelessness, negligence, recklessness or through your breach of the Company's rules or any dishonesty on your part;
 - any damages, expenses or any other monies paid or payable by the Company to any third party for any act or omission by you, for which the Company may be deemed vicariously liable on your behalf;
 - on termination of employment, any holiday pay paid to you in respect of holiday granted in excess of your accrued entitlement;
 - any other sums owed to the Company by you, including, but not limited to, any overpayment of salary, outstanding advances, any deductions otherwise entitled under this contract; and
 - where you have entered into a separate Agreement with the Company, any outstanding costs detailed in the Agreement.
- 8.6 By signing this Contract, you are authorising the Company to make any such deductions from any and all monies owing to you by the Company.
- 8.7 If you are overpaid for any reason, the total amount of the overpayment will normally be deducted from your next payment but if this would cause hardship, arrangements may be made for the overpayment to be recovered over a longer period.
- 8.8 Your salary will usually be reviewed on an annual basis every 12 months'. A review does not imply that your salary will be increased. Any increase in salary will be at the Company's absolute discretion. There will be no review of your salary after notice has been given by either party to terminate your employment.
- 8.9 You may be required to work during Bank and Public Holidays and weekends. Overtime is not paid for this, but you will be given the equivalent time off in lieu (TOIL). This will be subject to the Company's normal holiday booking procedure as outlined in clause 14.7 of this document.

- 8.10 If you are provided with any Company equipment for business use, you are responsible for the safekeeping and condition of it at all times. Abuse of any Company property issued to you, or any breach in the Company's rules regarding the use of such property, will be dealt with under the Company's Disciplinary Procedure.
- 8.11 The Company reserves the right to reduce your salary if your duties change or to suspend payment of salary if you are suspended from duty without pay.

9. TRAVEL EXPENSES

- 9.1 We will reimburse you for any reasonable expenses incurred whilst travelling on our business. This does include travelling from your home to our various offices and locations whilst you are based at home. The rules relating to travelling expenses will be issued separately. You must provide receipts for any expenditure.

10. VISITS TO THE COMPANY PREMISES

- 10.1 When working from home, you are required, on request, to attend the Company's premises for purposes such as training, performance assessment and team briefings. You are expected to attend the Company's premises at least once per quarter for such activities.
- 10.2 You will be paid for time spent at the workplace on such visits at your normal rate of pay.

11. VISITS TO THE EMPLOYEE'S HOME

- 11.1 If you are based from your home, your Supervisor reserves the right to visit you at home at agreed times for work-related purposes, including health and safety matters. It is a condition of this Contract of Employment that you accept visits of this nature. Such visits will be for the purposes of:
- delivering and collecting work;
 - providing a channel for reporting;
 - performance monitoring and feedback;
 - general discussions about work-related matters;
 - ensuring health, safety and security; and
 - any other work-related purposes that the Company considers appropriate.

12. PENSION

- 12.1 The Company exceeds its obligations with respect to the provision of pensions for Employees through NEST.
- 12.2 All eligible Employees will be auto-enrolled into the Company's scheme from commencement of their employment.
- 12.3 Membership of the scheme is subject to its rules as may be amended from time to time.
- 12.4 Full details of the scheme will be provided when you are enrolled, including the minimum level of contributions that you will be required to make and your right to opt out, if you do not wish to be a member of the scheme.

- 12.5 While participating in the scheme, by signing this Contract, you agree to your contributions being deducted from your salary on a monthly basis.
- 12.6 If you cease to be a member of the scheme for any reason, the Company is required by law to re-enrol you automatically into a pension scheme every 3 years. If you do not wish to remain in the scheme at that stage, you will need to opt-out.
- 12.7 Further details about the scheme can be obtained from your Supervisor.
- 12.8 The Company reserves the right to change, update or replace its pension scheme in accordance with any changes to UK law and Company requirements.
- 12.9 The Company cannot give any advice on the benefits and disadvantages of either stay in or leaving the scheme. You should seek advice from an independent financial adviser regarding your pension arrangements.

13. HOURS OF WORK

- 13.1 The Company's normal hours of work are 9.00am to 5.00pm Monday to Friday of each week. Your normal working hours will be from to on Monday to Friday of each week. However, your working hours may need to vary to allow you to carry out your duties to the satisfaction of the Company and as necessitated by the needs of the business and your individual job role.
- 13.2 You will be entitled to paid breaks of up to 1 hour per day; at least 20 minutes of this should be taken as an uninterrupted break and the remainder maybe taken at your discretion. These breaks should not be taken at the beginning or end of your working day.
- 13.3 The hours of work stated are your normal working hours, but the Company reserves the right to amend these at any point in the future to meet the needs of the business.
- 13.4 You may be required to work additional hours to meet the needs of the business. Overtime is not paid for any additional hours worked but the equivalent time off in lieu (TOIL) will be given. This will be subject to the Company's normal holiday booking procedure as outlined in clause 14.7 of this document.
- 13.5 In line with the Working Time Regulations 1998, you are restricted to an average working week of 48 hours calculated over a 17-week period (unless you are under the age of 18 in which case you are restricted to an average working week of 40 hours). Should you wish to work in excess of 48 hours, you will be required to sign an individual agreement to opt-out in this respect, a copy of which can be obtained from your Supervisor. If you are under 18, you may not opt-out of the Working Time Regulations.
- 13.6 Employees are expected to be ready to start work at their contracted start time. However, if you are going to be late for work, it is essential that you contact the Office in sufficient time to ensure that alternative arrangements can be made regarding your work if required. Unacceptable lateness may result in disciplinary action being taken.
- 13.7 You must receive prior approval from your Supervisor to leave the Company premises during working hours except during your lunch-break. This enables the Company to ensure that Employees can be located in the event of an emergency.
- 13.8 If you require cigarette breaks during your working day, you are expected to take these from your allocated break entitlement.

14. ANNUAL HOLIDAY

- 14.1 The Company holiday year runs from 1st January to 31st December each year.
- 14.2 The full holiday entitlement is 23 days paid holiday per year; 1 day is reserved for your birthday. This is in addition to the 8 statutory Public and Bank Holidays for England on the following days: New Year's Day, Good Friday, Easter Monday, May Day, Spring Bank Holiday, Late Summer Bank Holiday, Christmas Day and Boxing Day. Your holiday entitlement will be pro-rata according to your working hours/days and the point at which you join the Company within the holiday year.
- 14.3 Your holiday will accrue at the rate of 2.58 days per completed calendar month of service (this includes public/bank holidays).
- 14.4 You will be paid your normal rate of pay in respect of periods of annual leave and Public Holidays (which may include an average calculation for bonus, and other regular payments due).
- 14.5 You are required to reserve sufficient days from your annual entitlement to cover the Christmas/New Year shut-down period. If you have not accrued sufficient holiday entitlement to cover this period you will be given unpaid leave of absence.
- 14.6 Holiday dates will normally be allocated on a "first come - first served" basis whilst ensuring that operational efficiency and appropriate staffing levels are maintained throughout the year.
- 14.7 Wherever possible, the Company will agree to requests for holiday subject to the needs of the business, however a minimum of 2 weeks' notice must be given for all holiday requests of less than 1 week and 1 months' notice for holiday requests of more than 1 week.
- 14.8 Holidays may not usually be carried over from 1 year to the next, unless notified otherwise e.g., due to a pandemic. Any untaken holiday entitlement at the end of the holiday year will be lost, except where this is due to Maternity/Adoption Leave or sickness or injury. In the case of Maternity/Adoption Leave, holiday can be added to the beginning or end of your annual Statutory Leave. You may not be able to carry over untaken holiday entitlement if your Statutory Leave goes over 2 holiday years and therefore it may be best to take this at the beginning of your Leave year, however this must be agreed in advance with your Supervisor.
- 14.9 You must send a holiday request email to your Supervisor before you make any firm holiday arrangements. An Employee who takes holiday that has not been approved may be subject to disciplinary action up to and including dismissal.
- 14.10 If you fail to return from holiday on the agreed date, you may be subject to disciplinary action up to and including dismissal unless this was for an unavoidable and acceptable reason and where notification was provided.
- 14.11 Any unauthorised absence from work is a serious disciplinary offence and can, in certain circumstances, lead to disciplinary action being taken up to and including dismissal. Payment will be deducted for unauthorised absence.
- 14.12 If you leave our employment, the Company will make a payment in respect of any accrued holiday entitlement not taken at the date of termination. If you leave the Company having taken more than the accumulated holiday entitlement for the current holiday year, then a sum equivalent to your pay for the additional holiday will be deducted from any final payment made to you.
- 14.13 The Company reserves the right to require you to take any or some of your unused holiday during your notice period or during any period of leave (for any reason). To exercise this right, the Company

will provide you with notice to the equivalent of twice the amount of holiday required i.e. if the Company requires you to take 1 week's holiday, it will provide you with 2 weeks' notice.

- 14.14 The Company retains the right to make exceptions to this Policy on holiday arrangements in line with the needs of the business.

15. SICKNESS ABSENCE AND SICK PAY

- 15.1 If you are absent from work due to illness (which includes injury, disability or any other incapacity), you must notify your Supervisor by telephone or text at no later than 9.00am, on the first day of absence and on each subsequent day of absence. The following details should be provided:

- The nature of your illness;
- the expected length of your absence from work;
- contact details (if different from your usual contact details); and
- any outstanding or urgent work that needs attention.

- 15.2 We do not accept, WhatsApp messages, email communication or text messages in this regard.

- 15.3 If you are not capable of contacting the Company yourself due to the severity of your illness, you may ask someone on your behalf to contact the Company according to the rules as stated above.

- 15.4 Notification of sickness to any other member of staff will not be accepted. If your Supervisor is not present in the building when you call in, you must leave a message for them.

- 15.5 You must inform the Company as soon as possible of any change in the date of your anticipated return to work.

- 15.6 If you are absent for more than 7 consecutive days due to illness (including weekends), you must provide a Statement of Fitness for Work ('Fit Note') and forward this to the Company at the time it is issued. Thereafter, if your absence continues, you must provide Fit Notes continuously throughout your absence.

- 15.7 If your absence is certified by a Fit Note, after your initial notification you will still be required to contact the Company each day. It is important that you notify us of your date of return in advance.

- 15.8 If your absence is for 7 consecutive days or less, you will be required to complete a Self-Certificate Form on your return, certifying your illness or incapacity.

- 15.9 The Company reserves the right to ask you at any stage of absence to produce a Fit Note.

- 15.10 Where identified by the GP on a Fit Note, all reasonable steps will be taken to accommodate your return to work, but we reserve our right not to implement the recommendations of the GP. The Company will take a fair and reasonable approach in respect to retaining a position for an existing Employee absent as a result of sickness. However, there may be limits to the application of this Policy in some instances, forced by business pressures on the Company.

- 15.11 You should expect to be contacted during your absence by your Supervisor who will enquire after your health and expected return date. Where needed and reasonably practicable, measures will be taken to assist those who have been absent, by reason of sickness or injury, to return to work. Particular consideration may be given to whether there are reasonable adjustments that could be made, on a permanent or short-term basis such as:

- amendments to the requirements of the job

- changes to other aspects of the working arrangements
- potential for working from home
- other assistance to return to work.

- 15.12 You may also be required to attend a Return to Work Interview on your return to work to discuss your absence. We wish to ensure that the reasons for sickness absence are understood in each case. We will discuss the reasons for your absence and fitness to return to your normal role. We also consider compliance with notification procedures and your general attendance record.
- 15.13 There is no contractual sickness/injury payments scheme in addition to SSP. Any additional payments which may be made will be at the Company's absolute discretion.
- 15.14 The payment of SSP will be subject to your complying with Government rules relating to absence in force at the time. The first 3 qualifying days of sickness are known as "waiting days" and are unpaid (unless the period of sickness is linked to a previous period). For the purposes of calculating your entitlement to SSP, "qualifying days" are those days on which you are normally required to work.
- 15.15 If you develop a medical condition that restricts you from working within your normal working environment, the Company may seek specific Health and Safety advice and guidance.
- 15.16 Your absence records will be reviewed regularly by the Company. If your absence record gives cause for concern, the Company may, with your consent, consult your doctor or medical consultant with a view to obtaining a medical report. The Company may also require you to be examined by a doctor on behalf of the Company. In either case, all costs incurred by such requirements will be met by the Company. You do not have to give the Company permission to obtain a medical report or agree to attend a medical examination, however the inability to obtain up-to-date medical information may affect decisions made about your employment.
- 15.17 In the event that a medical practitioner appointed and paid for by the Company and acceptable to you, should determine that you are so disabled, incapacitated or ill and that you are unable to continue or recommence your duties for a continuous period of 3 months, this Contract of Employment may be terminated by written notice. The process will include meetings and consultation with you prior to any decisions being made.
- 15.18 If you have been suffering from an infectious or contagious disease or illness such as Covid 19, rubella or hepatitis, you must not report for work without clearance from your own doctor.
- 15.19 If you wish to return to work before the end date on your Fit Note you should discuss your return to work with your Supervisor. If your doctor has advised that you should stay off work for the full period covered by the Fit Note, but you wish to return to work early, in some cases it may not be possible to agree to your early return e.g., if it is felt that this would pose a risk to your health. If this happens you should stay off work until the end date of your fit note. The Company reserves the right to obtain medical evidence that you are fit for work. If this is the case, the Company will help you arrange this privately with a GP or Occupational Health Specialist.
- 15.20 Whenever possible, appointments to visit your doctor, dentist, hospital, optician, etc. should be made outside your normal working hours. If this is not possible, you should agree appointment times with your Supervisor in advance of the appointment and try to arrange them to avoid peak times in business. You may be required to make up any time lost.
- 15.21 Should you fall sick or are injured before or whilst on holiday, the Company will allow you to transfer this time to sick leave and take replacement holiday at a later time, subject to the following conditions:

- The total period of incapacity must be fully certificated by a qualified medical practitioner.
- You must contact the Company as soon as you know that there will be a period of incapacity during a holiday.
- You must submit a written request no later than three days after returning to work setting out how much of the holiday period was affected by sickness and the amount of leave that you wish to take at another time.
- Where you are overseas when you fall ill or are injured, evidence must still be produced that you were ill by way of either a medical certificate or proof of a claim on an insurance Policy for medical treatment received at the overseas location.

Where you fulfil all of the above conditions, the Company will grant the same number of days' replacement holiday as the number of holiday days lost due to sickness or injury.

If you are ill or injured *before* the start of a period of planned holiday, the Company will agree to the postponement of the holiday dates to another mutually agreed time. Any period of sickness absence will be treated in accordance with the normal rules on sickness absence. You must submit a written request to postpone the planned holiday and this must be accompanied by a letter from your doctor confirming that you are unfit, or are still likely to be unfit, to take the holiday.

You must request to take any replacement holiday in accordance with the normal holiday rules and should endeavour to take the replacement holiday in the same holiday year in which it was accrued. However, where you have an acceptable reason for not being able to do so, you will be allowed to carry the leave forward into the next holiday year. In these circumstances, you may be required to take all or part of your replacement holiday on particular days.

- 15.22 Failure to comply with the absence rules is considered to be a serious offence and may lead to disciplinary action being taken up to and including dismissal.
- 15.23 If your absence is as a result of the action(s) of a 3rd party and you subsequently seek damages and/or compensation from the 3rd party, you must immediately notify the Company of the details of your claim and any award granted. The Company reserves the right to seek a repayment of any salary or loss of earnings for the period of your absence, less any costs borne by you in connection with the recovery of such damages or compensation. The repayment should be made either as a lump sum or by deduction from wages by agreement.

16. OTHER ABSENCE

- 16.1 The Company recognises your statutory rights in respect of Parental Bereavement Leave, Maternity leave, Paternity Leave, Adoption Leave, Ordinary Unpaid Parental Leave, time off for dependants, Shared Parental Leave, flexible working, etc.

17. INCLEMENT WEATHER

- 17.1 In the event of adverse weather conditions, e.g. heavy snow, flooding, hurricanes etc. you are expected to make every attempt to arrive at work at your normal contracted start time. If you decide that the weather conditions will prevent you from travelling to work safely, you must choose whether to:
- a. take the day as holiday
 - b. take the day as unpaid leave
 - c. in some circumstances, seek agreement from your Supervisor as to whether work can be carried out from home. If your Supervisor is unavailable, you must contact the Office.
 - d. seek agreement from your Supervisor to make up the time on another occasion (within 1 month)

17.2 You must telephone your Supervisor as soon as possible, if you are not coming into work and advise which option you wish to take. Failure to contact the Company will be regarded as unauthorised absence, which will be unpaid and could lead to disciplinary action being taken.

17.3 In the event that you commence travelling to work and subsequently find that weather prevents you from continuing, you must telephone your Supervisor as soon as possible. In this case, the Company, at its entire discretion, will decide whether or not you qualify to be paid.

18. TRAINING

18.1 The Company wishes to support your development and help you gain the knowledge and experience necessary to do your job. Any training courses arranged for you that incur a cost, will be provided free of charge to you on the understanding that you complete 12 months employment following the completion of such training.

18.2 Should your employment be **terminated voluntarily or for reasons of misconduct or gross misconduct before** you have completed 12 months employment following completion of the training, you will be expected to reimburse the Company for the full cost of any training provided to you and all associated costs including accommodation, travel, food, as detailed below:

Less than 3 months after completion of training –100%

3 months but less than 6 months after completion of training –75%

6 months but less than 9 months after completion of training – 50%

9 months but less than 12 months after completion of the training – 25%

If the final salary payment is not sufficient to meet this debt, you will be required to repay the outstanding balance to the Company within 1 month of the date of termination of employment.

19. JURY SERVICE

19.1 If you receive a summons to attend Court as a **defendant** you must notify your Supervisor immediately by email. You will not be paid for your time in Court as a defendant. If you are entitled to claim a payment from the Court as a defendant, you must provide the necessary Court documents to your Supervisor as soon as possible.

19.2 If you are required to attend court on **Jury Service** or as a **Witness**, you must inform your Supervisor by email as soon as you receive the relevant notification. You will be entitled to claim for “Loss of Earnings” via the Court. If there is a shortfall between the amount of Loss of Earnings paid to you by the Court and your basic salary, then additional payments to make up the difference may be made at the discretion of your Supervisor for a maximum of 2 weeks. You should claim the **maximum** amount of Court allowances that are available to you. You should give the relevant Court documents to your Supervisor as soon as possible.

19.3 Where adjournments occur, you should make every effort to return to work, particularly where an adjournment is before 12 noon, if it is reasonably practicable to do so in the time available.

If you report for Jury Service but are not required to serve on any particular day, you will be expected to attend work on that day.

20. RESERVED FORCES

20.1 If you are a Reservist in the armed forces, the Company will co-operate when call-out notices are issued wherever possible. In exceptional circumstances, the Company may exercise its right to seek exemption and deferral in the event of a call-out.

21. DRIVING DURING THE COURSE OF EMPLOYMENT

- 21.1 If you are required to drive during the course of your employment, it is essential that the Company has up-to-date information regarding your driving licence.
- 21.2 Annually or on request, Employees must produce, if appropriate any medical/eyesight certificates etc. If you drive in the course of your employment, you must also observe the Highway Code and be conversant with legal obligations of driving in relation to the type of vehicle driven.
- 21.3 Should you receive an endorsement on your licence or be banned from driving, it is essential that you notify your Supervisor immediately. You are responsible for the payment of any fines or charges incurred as a result of a motoring offence committed whilst driving on Company-related business, including but not limited to parking, congestion and speeding fines.

For further details, please refer to the non-contractual Employee Handbook.

22. ALCOHOL, SMOKING AND DRUG ABUSE AT WORK

- 22.1 The Company has a zero-tolerance approach to alcohol and drugs.

For further details, please refer to the non-contractual Employee Handbook.

- 22.2 The Company operates a no-smoking policy throughout the place of work and in Company vehicles, in line with statutory requirements.

For further details, please refer to the non-contractual Employee Handbook.

23. OTHER EMPLOYMENT

- 23.1 You are expected to devote the whole of your time and attention during working hours to our business. If you propose taking up employment with an employer or pursuing separate business interests or any similar venture, you must discuss the proposal with your immediate Supervisor in order to establish the likely impact of these activities on both yourself and the Company. You will be asked to give full details of the proposal and consideration will be given to:

- Working hours;
- Competition, reputation and credibility;
- Conflict of Interest;
- Health, safety and welfare.

- 23.2 You will be notified in writing of the Company's decision. The Company may refuse to consent to your request. If you work without consent this could result in the termination of your employment.

If you are unhappy with the decision you may appeal using the Grievance Procedure.

24. PERSONAL APPEARANCE AND HYGIENE

- 24.1 The Company encourages all Employees to observe the highest standards of personal hygiene and cleanliness whilst at work. You are required to wear clothes appropriate to your job responsibilities when meeting Clients, the public or other organisations. For further details, please refer to the Dress Code Policy in the non-contractual Employee Handbook.

25. SHORTAGES OF WORK

- 25.1 In the event of work shortages or other circumstances beyond the control of the Company which prevents normal working, the Company reserves the right to impose temporary lay-off or short-time

working; this will be in accordance with the relevant Lay-off and Short-Time Working legislation contained within the Employment Right Act 1996 or any other legislation brought in by the Government at the time. These measures would usually be used as an alternative to redundancy and only in extreme circumstances.

Lay-off would occur when the Company is unable to provide *any* work on a temporary basis i.e. the Company needs to close for a week due to a flood or fire.

Short-time working would occur when the Company needs to reduce the usual number of contracted working *days* in a week or reduce the number of working *hours* in a working day, again on a temporary basis.

- 25.2 You will be entitled to a statutory guaranteed payment only during these periods and this will not be less than the amount specified by the Government at the time lay-off or short-time working occurs. On days where a guaranteed payment is not payable, you may be able to claim Jobseekers Allowance and should contact your Job Centre regarding eligibility.
- 25.3 Holiday will continue to accrue during any periods of lay-off or short-time working.
- 25.4 The Company will provide you with as much notice as it reasonably can of its need to implement lay-off or short-time working.
- 25.5 Lay-off or short-time working would be for no more than 4 consecutive weeks or for 6 weeks in any period of 13 weeks unless formally agreed otherwise.

26. EQUAL OPPORTUNITIES AND BEHAVIOUR

- 26.1 The Company is an equal opportunities employer and its employment policies and practices are intended to achieve equality of opportunity for all, irrespective of: age; disability; gender reassignment; marriage and civil partnership; pregnancy and maternity; race; religion or belief; sex; and sexual orientation. These are called protected characteristics.

Further details can be found in the Equal Opportunities and Behaviour Policy in the non-contractual Employee Handbook.

27. DISCIPLINARY PROCEDURE

- 27.1 The Company's non-contractual Disciplinary Procedure is set out in the non-contractual Employee Handbook. If you are dissatisfied with any disciplinary decisions made in relation to you, you should refer to this Procedure and appeal accordingly.
- 27.2 We reserve the right to suspend you with pay for the purposes of investigating any allegation of misconduct against you.

28. GRIEVANCE PROCEDURE

- 28.1 If you have a grievance connected with your employment, you should first discuss the matter with your Supervisor. If you consider the Grievance too personal to discuss with your Supervisor or your Grievance relates to your Supervisor, the matter may be referred to the Head of Business Standards. If the grievance is not resolved to your satisfaction, please refer to the non-contractual Grievance Procedure as set out in the non-contractual Employee Handbook.

29. DEMOTION

- 29.1 The Company reserves the right to demote the Employee in the following circumstances: -

- as a disciplinary sanction as an alternative to dismissal in a case involving allegations of workplace misconduct, following a full and thorough investigation.
- an alternative to dismissal in relation to poor performance, following a full and thorough investigation; and
- where Company restructuring is taking place and economic changes result in reorganising the business, following a formal consultation.

30. EMAIL AND THE INTERNET

30.1 For details on the virus protection procedure, use of computer equipment, email and internet usage, and passwords please refer to the Telephone, Email and Internet Policy in the non-contractual Employee Handbook.

31. HEALTH AND SAFETY

31.1 The Company is obliged under health and safety legislation to ensure the health and safety of Homeworkers in the same way as for office-based Employees. The Company will therefore take appropriate steps to ensure that:

- all equipment and systems of work in your home are safe;
- all items used in the course of your work at your home are safely handled and stored;
- risk assessments are carried out in respect of the work that you are carrying out to include an analysis of your workstation; and
- information and training on the safe use of equipment, including display screen equipment, is provided to you.

You also have a duty to ensure, insofar as is reasonably practicable, that you work in a safe manner and follow all health and safety instructions issued by the Company from time to time as detailed within the Company's Health and Safety Policy contained within the non-contractual Employee Handbook.

32. ANTI BRIBERY

32.1 You agree that you will not offer, promise, give, request, agree to receive, or accept any bribes:

- in the course of your employment;
- when conducting Company business; or
- when representing the Company in any capacity.

Further details can be found in the Anti-Bribery Policy in the non-contractual Employee Handbook.

33. TERMINATION OF EMPLOYMENT

33.1 You will be required to provide 3 month's written notice to terminate your employment. However, the Company may agree to release you from the requirement to serve your full notice period. In these circumstances, the Company will not pay you for the portion of the notice period that you are not working. In these circumstances, you will be asked to sign a letter confirming the agreement reached.

33.2 The Company may terminate your Employment Contract by giving you written notice of not less than 1 month.

33.3 During the 5th to 12th years of employment, you will be given 1 weeks' notice for every completed year of service by the Company, up to a maximum of 12 weeks and with not less than 12 weeks' notice after 12 years of continuous employment.

- 33.4 All notice must be given in writing by letter.
- 33.5 Where notice is served by the Company, it will be deemed to have been given if handed to you or sent by recorded/special delivery to your last address known to the Company.
- 33.6 The Company reserves the right to pay in lieu for all or any notice period. This payment will be subject to the usual deductions for tax and National Insurance. Any contractual commission, bonus or benefit applicable to your job role will **not** be reflected in any payment made in lieu of notice.
- 33.7 The Company will pay any final pay and/or outstanding holiday pay due to you in the month following the termination of your employment. The Company will also pay you in lieu of any overtime you have worked and not yet been paid for, including where TOIL had been agreed but has not yet been taken.
- 33.8 The Company reserves the right to deduct any outstanding sums owed by you on termination of your Contract of Employment. This may include an amount equivalent to extra holiday you have taken over your accrued entitlement and where any TOIL due does not cover this.
- 33.9 Nothing in this Contract of Employment prevents the Company from terminating your employment summarily or otherwise in the event of any serious breach by you of the terms of your employment or in the event of any act or acts of gross misconduct, at any stage of your employment without notice or pay in lieu of notice.
- 33.10 If you earn a set amount each month and you terminate your employment without giving the required period of notice, you will have an amount equal to any additional costs of covering your duties during the notice period not worked, deducted from any termination pay due to you.
- 33.11 You may be required to take all or part of any remaining accrued holiday entitlement during a period of notice or Garden Leave.
- 33.12 After notice has been given by either party, if you remain on full pay and receive full contractual benefits, we may for all or part of your notice period exclude you from business premises and require you to carry out only specified duties or no duties at all. This is known as Garden Leave.
- 33.13 If you are placed on Garden Leave (where an Employee is leaving their job – having resigned or otherwise had their employment terminated – is instructed to stay away from work during the notice period, while still remaining on the payroll), the Company reserves the right to:
- retain or require you to return, any equipment belonging to the Company that you may have in your possession, for example a mobile 'phone or laptop;
 - require you not to have any contact with any other parties related to the business e.g. suppliers, clients and customers etc; and
 - prevent you from having any contact during the Garden Leave period with any of the Company's competitors.
- 33.14 If you are placed on Garden Leave, your Contract of Employment will continue in force until the end of the notice period. Therefore, during the Garden Leave period you will:
- continue to receive full pay and benefits with the exception of benefits given to facilitate your carrying out your job such as laptop, mobile phone, etc., that form part of your Contract of Employment;

- remain bound by all the obligations and restrictions set out in your Contract of Employment including confidentiality clauses, email/internet and social networking clauses, and restrictive covenants;
- be required to remain available to be contacted by the Company; and
- not be permitted to take up other employment.

33.15 We shall be entitled to dismiss you at any time without notice (or without payment in lieu of notice) if you commit a serious breach of your obligations as an Employee, the terms of your employment, any act or acts of gross misconduct or if you cease to be entitled to live and/or work in the United Kingdom in accordance with section 8 of the Asylum and Immigration Act 1996.

33.16 We understand that, once you have left our employ, you will want to update your LinkedIn (or other social media) profile to reflect your new Employer. However, any act of soliciting of clients, customers, Employees and/or business contacts of the Company may result in civil proceedings being brought against you.

33.17 The Company is committed to equal opportunities for all its Employees and recognises the contributions of a diverse workforce, including the skills and experience of older Employees. The Company does not have a fixed retirement age and therefore retirement is a matter of individual choice for Employees. You may still choose to retire at 65 or you may prefer to continue to work beyond this age. The Company reserves the right to introduce a fixed retirement age in the future should the need arise.

If you choose to retire, you should inform your Supervisor in writing as far in advance as possible and, in any event, in accordance your notice period as set out in your Contract of Employment. This will assist the Company with its succession planning.

33.18 If, at the time of termination an Employee is in receipt of a Company loan or advance then any outstanding balance of that loan or advance will become immediately due for repayment at the date of termination and the necessary amounts will be automatically deducted from the Employee's final salary payment.

33.19 Upon termination of your employment for whatever reason, you will be required to return all equipment, correspondence and other documents, papers and property which have come into your possession during your employment e.g. PPE. Failure to return the Company's property will result in the Company seeking reimbursement from you to the value of the current cost of these items.

34. COMPANY PROPERTY

34.1 Borrowing or removing Company property/equipment without the express permission of your Supervisor is strictly prohibited. Use of the spare laptop for any purpose other than normally defined duties is not permitted. In such cases, responsibility for the safekeeping of the equipment rests with the Employee. Should Company property/equipment be borrowed or removed without prior authorisation, the Company may refer to the Disciplinary Procedure to conduct a formal investigation which may result in disciplinary action.

35. LIABILITY FOR LOSS AND DAMAGE

- 35.1 If there is any damage to Company property including vehicles, stock or property (including non-statutory safety equipment) that is the result of your carelessness, negligence or deliberate vandalism, the Company may refer to the Disciplinary Procedure to conduct a formal investigation which may result in disciplinary action.
- 35.2 Any loss to the Company that is the result of your failure to observe rules, procedures or instruction, or is as a result of your negligent behaviour or your unsatisfactory standards of work, the Company may refer to the Disciplinary Procedure to conduct a formal investigation which may result in disciplinary action.
- 35.3 The Company reserves the right at any time during, or in any event on termination, to deduct from salary the cost of repairing any damage or loss to the Company's property caused by you. You must notify the Company immediately of any incident in which damage is caused to its property or to the property of fellow Employees or visitors including their personal effects.

36. KEYHOLDING

- 36.1 If you are a key holder for our premises it is your responsibility to ensure that the keys are kept safe and secure at all times. They must not be copied or allowed to be used by any unauthorised person. If the keys are lost or stolen at any time you must inform the Owner immediately. Failure to comply with these requirements may result in disciplinary action being taken.
- 36.2 The last person to leave the premises at the end of each day must ensure the lights are turned off, electrical equipment as appropriate is switched off, windows are closed, doors are locked and that the premises are left safe and secure.

37. SECURITY

- 37.1 The Company reserves the right to search you, your outerwear, baggage, desk or vehicle should it be deemed necessary. If a personal search is deemed necessary, this will be carried out by someone of the same sex and in a private room. Where necessary, this may be by an external party. In either case, you will be given the opportunity to have a colleague accompany you if you wish. The Company reserves the right to call in the police at any stage should it be felt that a potential crime has been committed.
- 37.2 The use of photo-phones or the taking of unauthorised photographs within the premises is strictly prohibited.

38. CONFIDENTIALITY

- 38.1 During your employment you may become party to confidential information and trade secrets concerning the Company, the Company's business and the business of the Company's customers / clients. You shall not, during the term of your employment or at any time thereafter, misuse, disclose or allow the disclosure of any confidential information and trade secrets (except in the proper course of your employment). Any breach of this clause will result in your summary dismissal.
- 38.2 The Company shall be entitled to apply for an injunction to prevent such disclosures or use and to seek any other remedy including without limitation the recovery of damages in the case of such disclosure or use.
- 38.3 Should you wish to comment through any means such as books, journals, lectures or electronic media, or through or to the press, radio or television, on matters connected with the Company or any of its associate companies, customers or clients, which may have a bearing on the Company's interests, you must first obtain approval from your Supervisor.

38.4 Title to all intellectual property of any nature whatsoever (including copyright and any other unregistered design rights) created in whole or in part by you during the course of your employment shall belong exclusively to the Company and may not be used outside of your employment without the express written permission of the Company. You will follow the Company's policies on the protection of intellectual property and take any other reasonably prudent measures to protect the value in the Company's intellectual property.

38.5 You must not allow members of your family or third parties to access or use Company equipment or access any company files where you are working from home. Employees who work from home are responsible for keeping all documents and information associated with our business safe and secure at all times. Specifically, homeworkers are under a duty to:

- Use a unique password access to the Company network and any digital files.
- Ensure you log out of the Company network any time you leave your computer unattended.

38.6 Further, any equipment provided by us must be used for work-related purposes only and must not be used by any other member of the family or third party at any time or for any purpose.

39. CONFLICT OF INTERESTS

39.1 On occasions, you may face situations where your personal interests would conflict with the Company's interests. For further details, please refer to the non-contractual Employee Handbook.

40. PERSONAL PROPERTY

40.1 The Company cannot accept liability for any damage to, or loss, or theft of personal property including vehicles whilst on Company or premises, and you are strongly advised not to leave valuables unattended at any time.

40.2 No firearms, knives or items of a similar nature or explosives, which could be a hazard to fellow Employees, or the property may be brought into or stored on the Company's premises.

For further details please refer to the non-contractual Employee Handbook.

41. FINANCIAL CONDUCT AUTHORITY REGULATIONS

41.1 As <company> is authorised and regulated by the Financial Conduct Authority, you are obliged to ensure that you comply with any Rules which are relevant to your activities. You should be aware of, and must observe, the Statements of Principle set out by our Regulatory Body regarding the standards required of all Employees.

42. DATA PROTECTION ACT 2018 (WHICH INCORPORATES THE GDPR)

42.1 The Company aims to fulfil its obligations under The Data Protection Act 2018 (which supports the implementation of the GDPR) and will only collect, store and process information acquired about all Employees which is relevant to their employment.

Further details can be found in the Data Protection Policy in the non-contractual Employee Handbook.

43. WHISTLEBLOWING

43.1 The Company recognises your statutory rights in respect of Whistleblowing.

Further details can be found in the Whistleblowing Policy in the non-contractual Employee Handbook.

44. THIRD PARTY RIGHTS

- 44.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Contract. No person other than you and the Company shall have any rights under this Contract and this shall not be enforceable by any person other than you and the Company.

45. RESTRICTIVE COVENANTS

- 45.1 You shall not, for a period of 6 months following the termination of your employment, howsoever arising, and during any period of notice worked directly or indirectly (without the prior written consent of the Company):

- solicit the services of or entice away from the Company or engage, whether on your own behalf or on behalf of others, any person who is or was an Employee of the Company and/or associated companies at any time during the 12-month period immediately preceding the date on which your employment with the Company terminated for whatever reason.

- 45.2 You shall not, for a period of 12 months following the termination of your employment, howsoever arising, and during any period of notice worked directly or indirectly (without the prior written consent of the Company):

- solicit the custom of or entice away from the Company the custom or business of any person who is or was a customer of the Company and/or any of its associated companies at any time during the 12-month period immediately preceding the date on which your employment with the Company terminated unless an agreement has been made between the Company and you in advance and where the client consents in writing to the transfer.
- be employed or engaged by or set up in business with any entity that provided Services in the Company and/or any of its associated companies that are in direct competition with those offered by the Company at any time during the 12-month period immediately preceding the date on which your employment with the Company terminated unless an agreement has been made between the Company and you in advance disclose or make use of any Confidential Information.
- represent yourself or permit yourself to be held out as having any connection with or interest in the Company.

- 45.3 If during your employment or the period in which any of the restrictions in this clause operate after the termination of your employment, any 3rd party makes you an offer of employment or a contract for services or any other contract which would or might involve you being in breach of any said restrictions, you shall promptly, and before accepting any such offer, bring the terms of this agreement to that 3rd party's attention.

- 45.4 Each of the above restrictions is separate and severable from the others. If any restriction is unenforceable for any reason but would be enforceable in part, it shall apply with such deletions as may be necessary to make it enforceable.

DEFINITIONS:

Confidential Information: Details of any information related to the Company's business including companies, clients and customers that are existing customers/clients of the business and who may be ongoing customers/clients of the business.

Clients & Customers: Includes anyone the Company has priced for and/or provided services to.

Services. Offering a full range of expert advice and services across all areas of Financial Planning.

46. CHANGES TO THE TERMS OF YOUR EMPLOYMENT

46.1 We reserve the right to make reasonable changes to any of your terms of employment. You will be notified in writing of any change as soon as possible and in any event within 1 month of the change.

47. ACKNOWLEDGEMENT AND AGREEMENT:

This Contract of Employment is governed by and shall be construed in accordance with the laws of England. It supersedes any previous agreement between the Company and the Employee whether written, oral or implied.

I have received a copy of this Contract of Employment and have read it and/or have had it explained to me. I am satisfied that I understand it and I agree to the terms and conditions set out in it.

Signed:

For and on behalf of The Company

Signed:

The Financial Planner