

STATEMENT OF MAIN TERMS AND CONDITIONS OF EMPLOYMENT FOR BRANCH BASED MANAGEMENT AND ASSOCIATES/CORPORATE SALES/NEXUS AND PMC

SPICERHAART

Colwyn House, Sheepen Place, Colchester, Essex CO3 3LD

The employee will be expected to undertake additional duties and tasks, outside their normal duties, routines or working hours, as required by their position. The Company expects that you undertake all reasonable instructions in this respect.

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SALARY

Your salary will be paid monthly, by credit transfer, on the last Friday of each month, into a Bank Account designated by the employee. The Company may, at its discretion and upon reasonable notice vary the method of payment and the date on which the payment is made and vary your rate of pay if, for example, you should transfer to another location you will be paid the current rate for that job at that location. Because there are variations in pay for your position depending on the location and size of the branch, office or region, your pay will automatically be adjusted at the appropriate time. This may involve an increase or decrease in your pay.

PLACE OF EMPLOYMENT

The employee will work at the offices of the Company as stated in the contract, but the employee shall if required to do so, work permanently or temporarily at any one of the Company's locations as directed from time to time.

PROBATIONARY PERIOD

Your appointment is subject to a probationary period as is outlined in your contract and receipt of satisfactory references. It is the final decision of the Company to determine if such references meet with our requirements. The purpose of a probationary period is to enable your Manager to assess your suitability to your new position. It also gives you the opportunity to decide whether you feel the job is right for you. The Company reserves the right, should it be deemed necessary, to extend the initial probationary period. During the probationary period the Company Disciplinary Policy does not apply. (See 'disciplinary policy').

CONDITIONS OF EMPLOYMENT

Your employment is subject to satisfactory references and pre-employment checks. The Employer's decision is final as to whether the references and pre-employment checks meet our requirements. It is understood that your employment can be terminated in line with statutory notice period requirements in the event of such references or pre-employment checks falling short of our requirements. Every effort will be made to obtain references and results from the checks as quickly as possible.

APPEARANCE AND CONDUCT

A smart, clean and tidy appearance is expected whenever representing the Company.

Smoking is forbidden on the Company's premises, in any of the Company's vehicles and in any property under the care of the Employer.

The general conduct of all employees is expected to be of high standard at all times (whether or not they are upon the Company's business/on duty or not at the time).

UNIFORM AND PROTECTIVE CLOTHING

No protective clothing is necessary but the employee is reminded that the appropriate clothing precautions should be taken with ties, bows and other loose clothing when using any office or other equipment.

When meeting clients or otherwise engaged upon the Company's business, employees will wear appropriate business clothing as may from time to time be approved by the Company.

Failure to adhere to these two clauses, i.e. Appearance and Conduct, and Uniform and Protective Clothing may lead to disciplinary action being taken against you.

LOSS OR DAMAGE TO PERSONAL PROPERTY

The Employer can accept no responsibility for any loss by theft or otherwise or damage occurring to personal property of the employee whilst on the Company's premises or whilst travelling on the Company's business or visiting clients.

CRIMINAL CONVICTIONS/COUNTY COURT JUDGEMENTS/BANKRUPTCY

The employee is under a continuing obligation to advise the company of any criminal conviction recorded against the employee before or during the course of employment. It is not the Company's policy to discriminate against anyone who has a spent conviction under the Rehabilitation of Offenders Act 1974.

The employee is also under a continuing obligation to advise the company of any County Court Judgements or Bankruptcy orders that may be issued against the employee before or during the course of employment.

ANNUAL LEAVE REGULATIONS

You are entitled, at the Company's discretion and at dates approved by your Manager to paid annual leave. Your holiday entitlement will be outlined in your contract.

ABSENCE FROM WORK THROUGH SICKNESS OR INJURY

If you are absent from work due to injury illness or any other reason, you should personally telephone your immediate Manager as soon as possible, normally within one hour of your start time to explain the situation. If it is not possible for you to make direct contact you must ensure that somebody informs the Company on your behalf. If possible, estimate how long you are likely to be away, and give any other relevant information that will help reschedule your workload during your absence. Your Manager is likely to ask you the following questions:

- What is the reason for your absence and when do you anticipate you will be well enough to return to work
- If the Company can provide any support to assist your return
- What actions you are taking e.g. consulting a doctor
- Whether the absence is work-related
- Whether it is possible you could attend work on modified/restricted duties or with reasonable adjustments
- Advise you when they expect to be contacted again and decide a way to best stay in touch

Where an employee has a disability, which makes telephone contact difficult e.g. hearing impairments or speech impairment, the Line Manager will be responsible for agreeing alternative means for them to make contact.

If you fail to report your reason for absence from work within three days, this could result in disciplinary action and may be treated as absence without leave (AWOL).

You should expect to be contacted during a period of absence by your Line Manager, who will want to enquire after your health and be advised, if possible, as to your expected return date.

INJURY AT WORK

The Company is committed to the effective reporting of work-related injuries. If you are injured whilst working, either on or off the Company premises, you must report this as soon as possible to a First Aider or your Line Manager who will record the details of your injury in the Accident Book. The recording of accidents at work is a legal requirement.

FEELING UNWELL WHILST AT WORK

If you feel unwell whilst working and decide you need to leave work, you should first see your Line Manager and then a First Aider (where applicable). The First Aider and Line Manager will assess whether it is appropriate for you to go home. They will ensure, as needed, any interim care is taken and for example whether it is safe for you to drive, they may also recommend you visiting the doctor or hospital and will make sure that family and/or friends are aware that you will be at home.

SICKNESS CERTIFICATION

If your illness lasts between 1 and up to and including 7 calendar days, on your day of return to work you must complete and submit a Company Self Certification Form to your Line Manager (currently available from your Line Manager, PA or the HR Department).

For absences of more than 7 calendar days you must obtain a certificate from your doctor (a "Statement of Fitness for Work") stating that you are not fit for work and the reason(s) why. This should be forwarded to your Line Manager as soon as possible. If your absence continues, further medical certificates must be provided to cover the whole period of absence.

If you are absent for longer than 7 days you must ensure you contact your immediate Line Manager at least once a week to give an update on your progress.

If your doctor provides a certificate stating that you "may be fit for work", you should inform your Line Manager immediately. We will discuss with you any additional measures that may be needed to facilitate your return to work, taking account of your doctor's advice. This may take place at a return to work interview (see below). If appropriate measures cannot be taken, you will remain on sick leave and we will set a date to review the situation.

RETURN TO WORK DISCUSSIONS

Return to work discussions are a critical part of managing attendance because depending on each case they provide an opportunity to;

- Welcome the employee back to work and complete the self-certificate
- Bring you up to speed with events whilst you have been away
- Ensure that you are fit to work and implement any temporary or permanent workplace controls or adjustments
- Establish if further support is appropriate and refer to Occupational Health if necessary
- Recognise previous good attendance or raise concerns about attendance

Therefore, on return to work you must report to your Line Manager who will undertake a 'Return to Work' discussion which will be recorded and placed on your personnel file. You will also be required to complete and submit a Company Self-Certification form or submit a Doctor's Certificate. Failure to produce the required evidence may result in loss of earnings for the period in question.

SICK PAY DISCRETIONARY

Subject to compliance with the policy, the Company will make payments to you equivalent to your normal basic salary for up to the first 4 weeks of illness in a rolling twelve month period. This payment will include any Statutory Sick Pay (SSP) to which you are entitled, supplemented by Company sick pay.

If you are ill or injured during a period of pre-arranged annual leave, you may elect to treat the days of incapacity as sickness absence instead of annual leave. To do so you must inform your Line Manager of your incapacity and its likely duration on the first day of sickness, even if you are abroad. This fulfils the usual requirements for self-certification. For sickness absence of 8 days or more a medical certificate will be required in order for your annual leave to be reimbursed.

The Company is sympathetic to all genuine illness, and will help and support all it can. However, sickness absence does impose a high level of cost upon the Company, both in terms of salary payments and loss of working hours. Therefore all Company sick payments are granted at the discretion of the management, and could be withdrawn at any time, either on an individual basis, or company wide.

In particular, Company sick pay may not be available in respect of time off work necessitated by surgery, treatment or illness which is self-inflicted, voluntary, purely cosmetic, as a result of sporting or dangerous activities, or where attendance at work, even in a restricted capacity, could be justified. This does not impact your rights to entitlement to Statutory Sick Pay (SSP) on receipt of the required certification.

If your absence is due to an injury caused by a third party against whom you are making a claim, any salary payments made by the Company should be included in any claim for compensation and must be reimbursed to the Company if an award is made.

The Company reserves the right to make future amendments to Company sick pay.

MEDICAL EXAMINATIONS

Prior to, and at any time during your employment, the Company may require you to undergo a medical examination by a nominated doctor. Any expense would be met by the Company.

REVIEW THRESHOLDS

In order to support the management of attendance and help to identify cases that require active support and/or investigation, the Company has established review thresholds to prompt a review of an employee's attendance.

These thresholds are;

- 3 part or full day occasions of absence within a 6 month rolling period
- 5 part of full day occasions of absence within a 12 month rolling period
- 10 (aggregate) or more days of absence within a 12 month rolling period
- Continuous absence of 14 calendar days or more (long term absence)
- Matters discussed at a return to work interview that require investigation

Anyone exceeding the above triggers will automatically receive an 'Absence Review' by their immediate Line Manager. An on-going high level of absence could necessitate a review of your duties and/or future employment with the Company.

Thresholds are a tool to prompt a review and decide what course of action is required. The fact that a threshold has been reached will not in itself mean that further action is necessary. Similarly, managers should not wait for a threshold to be reached if they have concerns about attendance or an employee's wellbeing. Early action and support can prevent a small problem becoming a bigger one.

Further information can be found in the Absence policy as well as your contract.

DISABILITIES – MANAGING SPECIFIC HEALTH PROBLEMS

Spicerhaart is committed to complying with the spirit of the requirements of Equality Act 2010, which makes it illegal to apply less favourable treatment to potential and current employees who have a disability. A disability is widely defined as a physical or mental condition that has a substantial long term effect on the ability of an individual to carry out everyday life. The Act requires us to make reasonable adjustments to accommodate an employee with a disability, particular consideration will be given to whether there are reasonable adjustments that could be made to the requirements of a job or other aspects of working arrangements that will provide support at work and/or assist a return to work. If you consider that you are affected by a disability or any medical condition which affects your ability to undertake your work, you should inform your Line Manager at the earliest opportunity.

DRUGS, ALCOHOL AND SUBSTANCE ABUSE

Misuse or being under the influence of drugs or alcohol at work is a serious disciplinary offence in accordance with the Disciplinary Policy. However, where an employee advises their manager that they have a drug, alcohol or substance problem it will be treated as an illness and in the first instance will be dealt with in accordance with the terms and conditions of the Drugs, Alcohol and Substance Abuse Policy.

PREGNANCY

The Company has a duty to carry out individual risk assessments for all new and expectant mothers and to remove or reduce significant risks that are identified. If we are unable to remove/or reduce the risks, alternative duties will be sought and if this is not feasible, the employee should remain at home on full pay for as long as necessary.

No action under the Company's absence, capability or disciplinary procedures shall be taken against an employee in respect of pregnancy related absence. Pregnant employees are still required to report any periods of absence in line with this policy.

UNAUTHORISED ABSENCE

Where an employee fails to comply with the notification or certification requirements set out within this policy or is absent for reasons other than sickness without prior approval from their Line Manager, the absence will be treated as unauthorised and entitlement to company sick pay withheld. The reasons for the absence will be investigated by the manager and if a reasonable explanation is not provided, the matter will be dealt with under the Disciplinary Procedure.

MEDICAL APPOINTMENTS

Employees will be expected to minimise the time lost though at such appointments and if a manager believes that an employee is abusing this facility the matter will be investigated and if the abuse is confirmed action will be taken under the Disciplinary Procedure.

In-patient hospital or other medical treatment requiring an absence of more than one working day or shift at a time will be treated as absence and recorded accordingly.

Appointments or treatment for purely cosmetic reasons and complementary treatment, which are not on the advice or sanctioned by a medical practitioner, will not qualify for time off under this policy. Time off for ante natal care is dealt with under the Company's Maternity Policy.

GP AND DENTAL APPOINTMENTS

Employees should make every effort to book appointments outside of working hours.

WORK / LIFE BALANCE

Where an employee has difficulty managing both work and home responsibilities, we will make every reasonable effort to support the employee e.g. through more flexible ways of working, subject to the needs of the business.

All employees have a statutory right to request to work flexibly and such requests will be considered. For further detail please see the Company Flexible Working Policy.

Employees who have completed one year's service and have responsibility for a child (under the age of 18), may be eligible for unpaid parental leave. For further details please see the Company Parental Leave Policy.

Employees also have a statutory right to take time off work to deal with an emergency involving someone who depends on them. Employees should make every effort to minimise the time spent away from the office. This time is unpaid. For further details please see the Company Time off for Dependents In A Domestic Emergency Policy.

DEDUCTIONS FROM PAY

Where any losses are sustained in relation to the property or monies of the Company, client, customer, visitor or other employee, during the course of your employment caused through your carelessness, negligence, recklessness or through breach of the Company's rules or any dishonesty on your part, the Company reserves the right to require you to repay any of the said losses, either by deduction from salary or any other method acceptable to the Company. This clause will also apply in cases of overpayment of any remuneration or any other payments (statutory, discretionary etc.) made by mistake or through any misrepresentation or otherwise. Your signature to your contract is your consent under Part II of the Employment Rights Act 1996 for such deductions to be made from the monies owing to you.

EQUAL OPPORTUNITIES

The Company is an equal opportunities employer and our aim is to ensure that no employee receives less favourable treatment on the grounds of sex, marital status, race, colour, nationality, disability, religion, ethnic or national origins and is not disadvantaged by conditions of requirements which cannot be shown to be justifiable.

This principle applies to recruitment, promotion, transfer, training, benefits, facilities, procedures and all alternative business of employment including termination of employment.

It is your responsibility to comply with this policy, any breach of which will be treated extremely seriously and is likely to result in disciplinary action.

A copy of the Company's Harassment Policy and Code of Practice is available for reference in each branch / office.

PENSION – AUTO ENROLEMENT

If you are an eligible employee, on the 1st of the month following the month in which employment commenced, you will automatically be enrolled into our workplace pension provided via NEST. Following enrolment you will receive written communication to your home address from both the Company and NEST.

DISCIPLINARY POLICY – NON CONTRACTUAL

If the employee's performance or conduct fails to meet the standards required by the Company, the employee will be disciplined as per the company disciplinary policy, which is available for reference in all offices.

During the probationary period the disciplinary policy may be disregarded particularly in the event of the Company deciding the employee is unsuitable or incompatible.

GRIEVANCE POLICY

Should you have any query, grievance or complaint regarding your employment or the terms and conditions relating to that employment, you should follow the Company Grievance Policy which is available for reference in all offices.

TERMINATION OF EMPLOYMENT/NOTICE PERIODS

NOTICE BY THE EMPLOYER

The employment may be terminated by the company by giving the applicable notice. This will be statutory notice unless stated otherwise in your contract of employment.

STATUTORY NOTICE

The employee is entitled to receive as provided by Sections 86 and 87 of the Employment Rights Act 1996 as amended from time to time. As at the date of this Statement the length of notice is:-

- Not less than one week's notice if the period of continuous employment is more than four weeks but less than two years.
- Not less than one week's notice for each year of continuous employment if the continuous employment is two years or more but less than twelve years.
- Not less than twelve week's notice if the period of continuous employment is twelve years or more.

For acts of serious/gross misconduct or gross incompetence, employment may be terminated without notice.

NOTICE BY THE EMPLOYEE

You are entitled to provide the notice period that is outlined in your contract employment.

PAY IN LIEU

Salary may be paid in lieu of notice at the discretion of the Company.

CHANGE OF ADDRESS ETC.

You must inform your regional manager and Personnel at Head Office immediately in writing of any change in name, address or status so that your records can be updated.

NOTIFICATION OF CHANGES

From time to time the Company will review the terms and conditions and discretionary benefits and these may be varied or withdrawn according to the situation at the time. The employee will be notified as soon as possible of these changes.

ADDITIONAL OBLIGATIONS AND RESTRICTIVE COVENANTS

1. OBLIGATIONS AND RESTRICTIONS DURING EMPLOYMENT

This section deals with the restrictions necessary during your employment with the Company. Its purpose is not to restrict opportunities, but rather to ensure that the legitimate business interests and goodwill of the Company are protected.

- a. During your employment you shall use every effort to promote and improve the business of the Company and shall give to the Company the full benefit of your abilities, knowledge and expertise.
- b. During your employment and unless prevented by ill health, accident or during agreed holiday, you shall diligently and faithfully devote to the performance of your duties the whole of your time, attention and skill during such hours as may be necessary for the proper performance of your duties.
- c. During your employment you shall ensure that Confidential Information is kept confidential to the Company and not disclosed to third-parties without the prior written consent of the Board.
- d. During your employment you shall not directly or indirectly be in any manner engaged, concerned or involved in any trade, business, profession or occupation whatsoever which competes or might compete directly or indirectly with the Company by the provision of the Restricted Services.

Except:

(i) as holder for investment only of shares of any company dealt in on a recognised stock exchange which comprises less than 5% of the total shares of the relevant class.

or

(ii) where prior written consent for such activity has been granted by the appropriate managing director or head of personnel and subject to any terms and conditions which the appropriate Managing Director or Head of Personnel imposes.

- e. Persons who are employed part-time or as weekend workers and who work for businesses which compete (directly or indirectly) with the Company must declare the nature of their other employment. Should the nature of the other employer be seen to be in competition with the Company, the Company reserves the right to take appropriate action to protect its legitimate interests, including termination of your contract of employment.
- f. During your employment you shall not without permission: offer, ask for, accept, receive or give any benefit or gift from, or to, any Client, Prospective Client or Supplier, or any associate of such persons or entities in respect of any transaction, venture or affair in which the Company may be engaged in, or seeks to be interested in. Where a gift is offered, or received, the appropriate senior manager must be informed immediately, failure to do so will constitute gross misconduct. If you are in any doubt regarding the Company's policy in this matter you should contact your relevant Managing Director or the Head of Personnel.
- g. Without limitation to the above, whilst employed by the company, you must not undertake any other employment, or hold any office, which creates or is likely to create a conflict of interest with the Company. You must formally declare to the relevant Managing Director or Head of Personnel, any interest/connections with existing/potential suppliers or customers of the Company. Failure to do so will render you liable to disciplinary action. If so directed, you will sever the interest/connection immediately, or render yourself liable to disciplinary action.

2. RESTRICTIVE (COVENANTS) POST EMPLOYMENT

2.1 In order to protect the Confidential Information and business connections of the Company to which you had access as a result of your employment, you covenant with the Company that you shall not:

- a. for 6 months after Termination solicit or endeavour to entice away from the Company the business or custom of a Restricted Customer with a view to providing services to that Restricted Customer in competition with any Restricted Business; or
 - b. for 6 months after Termination be involved with the provision of services to (or otherwise have any business dealings with) any Restricted Customer in the course of any business concern which is in competition with any Restricted Business; or
 - c. for 9 months after Termination in the course of any business concern which is in competition with any Restricted Business:
 - (i) offer to employ or engage or otherwise endeavour to entice away from the Company any Restricted Person; or
 - (ii) employ or engage or otherwise facilitate the employment or engagement of any Restricted Person, whether or not such person would be in breach of contract as a result of such employment or engagement; or
 - (iii) enter in to any business relationship with or be involved with any Restricted Person in any Capacity;
- or**
- d. within the Restricted Territory for 4 months after Termination, be involved in any Capacity with any business concern which is (or intends to be) in competition with any Restricted Business; or
 - e. for 6 months after Termination do or attempt to do anything which causes or may cause any Supplier to cease, alter or reduce its supplies to the Company; or
 - g. at any time after Termination, represent yourself as connected with the Company in any Capacity, other than as a former employee, or use any registered business names or trading names associated with the Company.

2.2 None of the restrictions in this clause 2 shall prevent you from:

- a. holding an investment by way of shares or other securities of not more than 5% of the total issued share capital of any company, whether or not it is listed or dealt in on a recognised stock exchange;
- b. being engaged or concerned in any business concern, provided that your duties or work shall relate solely to services or activities of a kind with which you were not concerned in the 12 months before Termination.

2.3 The restrictions imposed on you by this clause 2 shall apply to you acting:

- a. directly or indirectly; and
- b. on your own behalf or on behalf of, or in conjunction with, any firm, company or person.

2.4 The periods for which the restrictions in clause 2.1 apply shall be reduced by any period that you spend on Garden Leave immediately before Termination.

2.5 If you receive an offer to be involved in a business concern in any Capacity during your employment with the Company, or before the expiry of the last of the covenants in this clause 2, you shall give the person making the offer a copy of this clause 2 and shall tell the Company the identity of that person as soon as possible.

2.6 The Company and you have entered into the restrictions in this clause 2 having been separately legally advised.

2.7 Each of the restrictions in this clause 2 is intended to be separate and severable. If any of the restrictions shall be held to be void but would be valid if part of their wording were deleted, such restriction shall apply with such deletion as may be necessary to make it valid or effective.

2.8 In this clause 2 the following expressions have the following meanings:

Capacity: as agent, consultant, director, employee, owner, partner, shareholder or in any other capacity.

Prospective Customer: any firm, company or person who, during the 12 months before Termination, was in discussions with or negotiating with the Company for the supply of Restricted Business.

Restricted Business: means the provision, sale, supply, arrangement and/or marketing of:

- a. residential property; or
- b. residential lettings services; or
- c. residential property management services; or
- d. financial services products relating to residential property (including, but not limited to, insurances and mortgages); or
- e. conveyancing and other services directly relating to the home moving process (including, but not limited to, residential surveys and valuations); or
- f. residential property repossession services;

or

g. any other products or services which are of the same kind to or competitive with any products or services provided, marketed, sold, supplied or arranged by the Company in the 12 months before Termination and in each case with which you were involved or concerned in the 12 months before Termination.

Restricted Customer: any firm, company or person who, during the 12 months before Termination, was a customer or Prospective Customer of or was in the habit of dealing with the Company, with whom you were directly concerned or connected or about whom you had personal knowledge in the course of employment.

Restricted Person: anyone employed or engaged by the Company who could materially damage the interests of the Company if they were involved in any Capacity in any business concern which competes with any Restricted Business and with whom you dealt in the 12 months before Termination in the course of employment.

Restricted Territory: any area or territory in which you worked or to which you were assigned at any time during the 12 months before Termination.

Supplier: any business which at any time during the 12 months before Termination has supplied products or services to the Company in connection with the Restricted Business and with whom you dealt or about whom you had personal knowledge in the course of employment.

Termination: the termination of your employment with the Company however caused.

3. CONFIDENTIAL INFORMATION

3.1 You acknowledge that in the course of your employment you will have access to information about the business of the Company and that of the Company's customers and suppliers which amounts to a trade secret, is confidential or is commercially sensitive and which may not be readily available to others engaged in a similar business to that of the Company or to the general public, and

which if disclosed will be liable to cause significant harm to the Company. You have therefore agreed to accept the restrictions such out in this Clause 3.

3.2 You shall not (except in the proper course of your duties), either during your employment or at any time after its termination (however arising), use (whether to obtain or seek to obtain financial advantage or otherwise) or disclose to any person, company or other organisation whatsoever (and shall use your best endeavours to prevent the publication or disclosure of) any Confidential Information. This shall not apply to:

- a. any use or disclosure authorised by the Company or required by law;
- b. any information which is already in, or comes into, the public domain other than through your unauthorised disclosure; or
- c. any protected disclosure within the meaning of section 43A of the Employment Rights Act 1996.

3.3 In this clause 3 Confidential Information means information in whatever form (including, without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, clients, customers, products, services, affairs and finances of the Company for the time being confidential to the Company and trade secrets including, without limitation, technical data and know-how relating to the business of the Company or any of its suppliers, clients, customers, agents, distributors, shareholders or management, whether or not such information (if in anything other than oral form) is marked confidential.

3.4 By way of illustration and not limitation, information will be regarded as secret and confidential if, in relation to the Company's affairs, products and services, it relates to: business methods and strategies; suppliers and their capabilities; clients or customers and their particular requirements; costings, pricing, profit margins, discounts, rebates, employee remuneration and other financial information; marketing strategies and tactics; current activities and current and future plans relating to all or any of the Company's products and services.

4. GARDEN LEAVE

4.1 Following service of notice to terminate your employment by either party, or if you purport to terminate your employment in breach of contract, the Company may by written notice place you on Garden Leave for the whole or part of the remainder of your employment.

4.2 During any period of Garden Leave:

- a. the Company shall be under no obligation to provide any work to you and may revoke any powers you hold on behalf of the Company;
- b. the Company may require you to carry out alternative duties or to only perform such specific duties as are expressly assigned to you, at such location as the Company may decide;
- c. you shall continue to receive your basic salary and all contractual benefits in the usual way and subject to the terms of any benefit arrangement;
- d. you shall remain an employee of the Company and bound by the terms of this agreement (including any implied duties of good faith and fidelity);
- e. you shall ensure that [POSITION] knows where you will be and how you can be contacted during each working day (except during any periods taken as holiday in the usual way);
- f. the Company may exclude you from any premises of the Company; and
- g. the Company may require you not to contact or deal with (or attempt to contact or deal with) any officer, employee, consultant, client, customer, supplier, agent, distributor, shareholder, adviser or other business contact of the Company.

PROVIDED THAT each of the restrictions in this clause is entirely separate and distinct and any restriction, its definitions or any part of its wording may be deleted or modified and the restrictions shall apply with any such deletions or modifications necessary to make them valid. You acknowledge that the restrictions are both necessary in the legitimate interest of the Company's business and do not bear undue hardship upon you.

You acknowledge and agree that you shall be obliged to draw the provisions of these Covenants to the attention of any third party who may, at any time, before or after Termination offer to employ, engage or go into business with you in any capacity in relation to the Restricted Services and for whom, or with whom you intend to work in connection with the Restricted Services at any time in the 12 months following Termination

HEALTH AND SAFETY

The Company recognises its primary responsibility for the health, safety and well-being of all staff, whether on Company premises or carrying out the Company's business elsewhere. It also recognises its responsibilities for customers and others when they are on the Company's premises.

The Company undertakes to provide and maintain places and systems of work which are, so far as is reasonably practical, safe and without risk to health.

The Company premises are adequately provided with fire fighting equipment and staff should be fully aware of fire procedures and be capable of taking appropriate action without risk to themselves or to any other persons.

It is a condition of your employment that you follow all the applicable rules and procedures relating to health and safety at work, that you wear any necessary protective clothing and that you take all reasonable precautions to avoid accidents to yourselves and others.

Senior Management has ultimate responsibility for health and safety matters in the Company but responsibility for the day-to-day matters lies with the Manager of each office.

It is the responsibility of all Managers to ensure that the provision of the Health and Safety at Work Act 1974 and its ensuing regulations are observed. Managers are required to regularly inspect their work areas for any features which could present health and/or safety risks. A copy of our Health and Safety policy statement is available for inspection in each office.

DRIVING ON COMPANY BUSINESS AND MOTORING EXPENSES

COMPANY CAR POLICY

Employees may be required to drive on business purposes to undertake their role, if this is the case wherever possible employees will be expected to use a company vehicle. If a company vehicle is not available employees may be expected to use their own vehicle.

Please discuss this with your manager, if this is the case employees must ensure that their car is suitable for business use with regard to safety and image and it is insured for business use on an ongoing basis. Employees will need to provide the company with their driving licence and full insurance details confirming that their insurance covers business use.

Business mileage will be reimbursed, upon receipt of a completed and authorised expenses claim form. The appropriate mileage rates are available in the Company Car Policy and may be changed from time to time.

Company Vehicle

To assist the employee in the performance of their duties, the Company may provide the employee with a suitable company vehicle. The company will bear the cost of insuring, testing, taxing, repairing and maintaining the company vehicle subject to employees complying with the conditions of the Company Car Drivers Manual.

It is ultimately the responsibility of the employee to ensure that the vehicle provided is maintained in accordance with its manufacturer's recommendations together with keeping the exterior and interior clean and free from damage. Additionally, before use of a Company's vehicle the employee must have satisfied himself that it has a valid road fund licence, MOT certificate and insurance cover. The vehicle will at all times remain the property of the Company and no modification may be made to the vehicle without the Company's written consent.

The employee is permitted to use the vehicle for reasonable proper private use as well as business travel, but this is a concession which the Company reserves the right to withdraw at any time without notice.

THE EMPLOYEE SHALL:-

- a. Be responsible for the first £500 (or such larger sums as may from time to time be required by way of excess by the Company's insurers) of any accidental damage and for any repairs caused by misuse of the vehicle. These costs will be deducted from a subsequent salary, commission or bonus payment.
- b. Pay all running expenses directly attributed to any private use of such car.
- c. Be reimbursed at the prevailing rates for business mileage properly incurred, and subject to submitting to the Company a completed claim form and supporting receipts.
- d. Not permit the company vehicle to be taken out of the United Kingdom without the written consent of the Company.
- e. Be liable to pay an administration charge to the Company on any unpaid parking fines which have to be administered by the Company. This sum is currently £120 but the Company reserves the right to amend this at any time. Any outstanding parking fines which the employee does not pay directly and the administration charge, will be deducted from a subsequent salary, commission or bonus payment.
- f. Return the car and its keys to one of the Company's offices or other location as directed by your Line Manager immediately upon the termination of employment.
- g. Provide a copy of their valid driving licence each year and confirm that they are in good health and are not knowingly suffering from any illness, condition or disability which would prevent them driving or being insured. In the event of an employee being convicted of a driving offence, they must immediately notify the Fleet Administration Department. Driving a company vehicle whilst over the legal alcohol limit or being under the influence of drugs is a gross misconduct offence. Disqualification from driving is likely to result in termination of the employment.

Car users should note that the car is provided to meet the needs of the business and should be made available to other members of staff when required for operational reasons.

The Company reserve the right to withdraw or change the vehicle provided at any time.

Discretionary Car Allowance:

In some circumstances employees are entitled to receive Car Allowance in lieu of a company car. Car allowances are only provided on the basis that the employee's car is suitable for business use with regard to safety and image and it is insured for business use on an ongoing basis. Employees must provide the company with their driving licence and full insurance details before using their own car for business purposes. The company reserve the right to withdraw this allowance at any time. See Company Car policy for further information.

See Company Car Policy and Company Car Drivers Manual for further information.