

Terms and Conditions of Employment

Between

**Seaton Rail Limited
On Track Division**

And

XXXXXXXX

Dated: XXXXXXXX

This document contains the main terms and conditions of employment which govern your service with the Company. Your service with the Company is also subject to the terms contained in the letter offering you employment (“the Offer Letter”). If there should be any ambiguity or discrepancy between the terms in the Offer Letter and the terms set out in this document, the terms in the latter will prevail, except where expressly stated.

TERMS AND CONDITIONS OF EMPLOYMENT

BETWEEN

- (1) Seaton Rail a company registered in England and Wales under registration number 6477340 whose registered office is at Unit B, Enterprise Way, Bessingby Industrial Estate, Bridlington, East Yorkshire, YO16 4SF (hereinafter referred to as “we”, “us” or “the Company”)

AND

- (2) **XXXXX, XXXXX, XXXXX, XXXXX** (hereinafter referred to as “you”)

IT IS AGREED as follows:

1. General

The following terms and conditions are given to you in accordance with the terms of the Employment Rights Act 1996, Employment Act 2002 and Working Time Regulations 1998.

2. Duties and Job Title

You are employed as a Rail Safety Manager/ Safety Critical Operative. You will be responsible to the Operations Manager, Mr Matthew Seaton. Details of your duties are available in employee handbook.

- 2.1 Seaton Rail will sponsor your employment in accordance with the Sentinel Scheme Rules and must remain your only sponsor throughout the term of your employment.

3. Date of Commencement/ Date of Continuous employment

- 3.1 Your period of continuous employment with us begins on **Saturday XX of XXXXX XXXX**
- 3.2 No employment with a previous employer counts as part of your period of continuous employment.
- 3.3 In accepting your appointment it shall be deemed that you have accepted all the terms and conditions set out in this Contract.
- 3.4 This Contract of Employment annuls any previous agreement whether verbal or written given to you at any time.
- 3.5 The first 3 months of the Employment will be a probationary period. During this period your performance and conduct will be monitored. At the end of the probationary period your performance will be reviewed and if found satisfactory your appointment will be confirmed.

4. Hours of Work

- 4.1 The Company needs to operate on a 24 hour seven days a week basis to serve the Company's customers therefore there are no fixed working hours applicable to the Employment.
- 4.2 Your normal working hours are based upon you working 2,080 Gross hours per year of which 224 hours are paid leave, your Nett hours are 1,856 (target hours) based on an average of 40 hours per week Saturday to Friday

(allowing for holiday as specified at Clause 7 below).

- 4.3 You will not be paid any overtime for any hours worked until you have exceeded your 1,856 hour target for that 13 week period.
- 4.4 Overtime payments are calculated at time plus a third of your hourly rate on all shifts actually worked after your 1, 856 hour target has been reached for the remained of the year.
- 4.5 What counts towards your target hours;
 - all hours payable by the client (hours signed on your time sheet)
 - 8 hours per training day
 - 8 hours for attendance at PICOP/ Planning meetings
- 4.6 The Company will notify you in advance of the hours you will be required to work during each week. In accordance with the flexible nature of your employment, the Company reserves the right to alter the hours you will be required to work at short notice.
- 4.7 You must comply with the Company's procedures for recording the actual hours you work. These need to be recorded on the Company's Certificate of Travel Time and Site Hours (Time sheet). Please refer to the Company Handbook for the necessary details.
- 4.8 Working time includes working lunches and Employment related training. Working time does not include travel to and from home, evening classes or day-release courses.

5. Place of Work

- 5.1 You will receive email Notifications of Assignments (NOA's) which will contain the location of the worksite, the role to be undertaken and the number of hours bookable/ payable for that assignment.
- 5.2 All hours bookable/ payable will count as actual hours worked during the calendar year.
- 5.2 You will be expected to work away from home and when travel is not feasibly we will provide hotel accommodation.
- 5.4 We will endeavor to provide as much notice as possible.

6. Remuneration

- 6.1 You will be paid weekly by credit transfer to your Bank account in arrears at the rate of £XXX.XX per week gross irrespective of the hours actually worked by you.
- 6.2 Overtime payments (premium) will be paid on all shifts actually worked over your 1, 856 target hours. This will be paid as one single payment at the end of the calendar year.
- 6.3 If you have worked less than 1,856 annualised hours at the end of the calendar year or the pro rata equivalent on the termination of your employment, then you must to repay the Company, or authorise the Company to deduct from any final payments due to you in respect of the Employment, the difference between the amount actually paid to you, and the amount you have earned based on the number of hours worked.

7. Holidays

- 7.1 You are entitled to 28 working days holiday in each complete calendar year

inclusive bank/ public holidays and Christmas shut down pro rata.

- 7.2 During the first year of your employment with us the amount of holiday you are able to take at any one time will be limited to that which you are deemed to have accrued. For this purpose you will accrue holiday entitlement monthly in advance at the rate of 1/12th of your annual entitlement for each month of service from your start date.
- 7.3 In each subsequent holiday year you will accrue holidays on the basis of 1/52nd of your annual entitlement for each complete week worked and will not be limited to taking leave actually accrued.
- 7.4 You must take your holiday at times convenient to and authorised in writing by the company. Such authorisation should be obtained before you commit to any bookings or other arrangements. You should submit a request for holiday in writing and not less than 2 weeks in advance.
- 7.5 You will be paid for 8 hours at the notional basic hourly rate for each day of holiday properly authorised by Seaton Rail.
- 7.6 If you leave the Company's employment with an outstanding holiday entitlement you will be paid in lieu for any unused holiday entitlement which exceeds your entitlement under the Working Time Regulations. If you leave the Company's employment having taken more than the accumulated holiday entitlement, then a sum equal to the number of excess hours taken, calculated at the notional basic hourly rate shall be deducted from any final payment and the balance will be paid to you.
- 7.7 Payments in lieu of holiday in respect of holiday leave exceeding the statutory holiday entitlement shall be made solely at the discretion of the Company.

8. Sickness Absence

- 8.1 In the event of your absence for whatever reason you or someone on your behalf should contact Laura Sexton, Office Manager or the On Call Manager on the first day of the absence to inform him/her of the reason for your absence.
- 8.2 If the absence is due to sickness a self-certificate form should be completed within 7 days from the commencement of the period of absence. The form will be supplied to you.
- 8.3 A medical certificate signed by your doctor stating the reason for the absence must be handed or sent to Laura Sexton, Office Manager if you are absent for any period of 7 consecutive days or more. A new medical certificate should be sent periodically as required by the Company.
- 8.4 For the purposes of the Statutory Sick Pay scheme the agreed 'Qualifying Days' are Monday to Friday.
- 8.5 There is no contractual right to payment in respect of periods of absence due to sickness or incapacity, but such payments are at the discretion of the Company.
- 8.6 Days absent due to sickness will not count towards your 1,856 annualised hours.
- 8.7 The Company has the right to monitor and record absence levels and reasons for absences, such information to be held confidential.

9. Maternity and Paternity Rights

The Company will comply with its statutory obligations with respect to maternity and paternity rights and rights dealing with time off for dependants.

The Company's policies in this regard are available on request from Laura Sexton, Office Manager.

10. Pension

There are no pension arrangements applicable to your employment.

11. Retirement

The Company does not operate a normal retirement age and therefore you will not be compulsorily retired on reaching a particular age. However, you can choose to retire voluntarily at any time, provided that you give the required period of notice to terminate your employment.

12. Mobility

You will be required to travel on Company business anywhere in the UK.

13. Grievance Procedure

The formal Grievance Procedure is available on request from Laura Sexton, Office Manager.

14. Disciplinary Procedure

The disciplinary rules applicable to your employment are set out in the attached Disciplinary Rules and Procedure.

15. Staff Handbook and Employment Policies

All Staff have a duty to adhere to the Company's other policies from time to time in force, including but not exclusive to the Company's Health and Safety, Fire Safety, Sickness and Absence and Equal Opportunities Policies.

16. Termination of employment

16.1 During the 3 months probationary period the notice required by either party to this Contract to terminate your employment will be one week.

16.2 If your employment is confirmed, the notice required by either party to this Contract to terminate your employment will be:

16.2.1 One month's notice if you have been continuously employed for up to 2 years; and then

16.2.2 One week's notice for each completed year of employment from 2 completed years up to a maximum of 12 weeks notice.

16.3 We reserve the right in our absolute discretion to pay you salary in lieu of notice.

16.4 Nothing in this Contract prevents us 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 by you.

17. Governing Law and Jurisdiction

These Particulars of Employment shall be governed by and construed in accordance

with the laws of England and Wales. Any dispute relating to the same shall be subject to the exclusive jurisdiction of the English and Welsh Courts.

Issued for and on behalf of Seaton Rail Limited

Signed:

Date:

Employee

I hereby warrant and confirm that I am not prevented by previous employment terms and conditions, or in any other way, from entering into employment with the Company or performing any of the duties of employment referred to above. I accept the terms of this Agreement.

Signed:

Date:

Name: