

## **Standard Terms and Conditions**

### **1. Duties and Responsibilities**

1.1 It is important that P&A Renewable Services operates efficiently and for this reason it is necessary that you undertake promptly and efficiently any alternative work that may be outside of your normal role and duties but within your capabilities that are reasonably required of you to meet the needs of the business. It is also essential that you display a high standard of teamwork and flexibility and assist with the work of absent colleagues.

1.2 During your employment you will competently, loyally and diligently perform your duties and comply with all reasonable requests, instructions and regulation made by the company or its management and provide such explanations, information and assistance as the Company requires and as may be outlined from time to time in the job description and other documents relating to your role which may be issued by the Company. For the avoidance of doubt, your job description does not form part of your contract.

1.3 You must at all times during your employment, whether during your working hours or otherwise, act in good faith. You must not place yourself in a position where your duty to the company and your personal interests may conflict and you may not act for your own benefit or the benefit of a third party in conflict with the interests of the company without the prior written consent of a Director.

1.4 You are expected to act as an ambassador for the Company at all times. Therefore, you agree that you will not behave in a manner that would bring the company and any group company into disrepute in the reasonable opinion of the Directors. While on Company business or at social business events you also agree to behave in a professional way and to act in the best interests of the Company at all times.

1.5 In addition to your normal duties we will be entitled on reasonable notice to move you to any other role within your capabilities either in addition to your current role or instead of it as the needs of the business may from time to time determine.

1.6 You will (unless prevented by ill health or injury) devote the whole of your working time, attention and abilities during your working hours to the business of the Company.

1.7 If you are required to drive as an essential part of the performance of your role it is a condition of your employment that you have a current driving licence and the company reserves the right to terminate your employment on written notice if you fail to meet this condition. You must immediately inform the company if you are disqualified from driving for any period or if your driving license is revoked. You must promptly notify the Company of any accidents while driving, any charges of driving

offences brought against you by the police and of any endorsements imposed. You must also comply with all statutory regulations relating to driving.

1.8 The image that the Company presents to its clients and customers is important. Accordingly, you are required to dress appropriately during working hours and to wear any Company clothing which has been supplied to you. Should you turn up for work dressed inappropriately, the Company reserves the right to send you home without pay.

1.9 Your employment (and continued employment) is conditional upon you having and retaining all the educational, vocational, professional and any other appropriate qualifications and experience that you stated you had when you were recruited. On request you agree to provide originals of qualifications certificates for verification. The Company reserves the right to terminate your employment, with or without notice of payment in lieu, in any case where it is discovered you do not have the said qualifications or experience or registration or become disbarred from the appropriate Regulatory Body of Authority.

1.10 We may, from time to time, appoint any other person or persons to act jointly with you in your role.

## **2. Place of Work**

2.1 You may be required to work temporarily at any other premises or site, relating to P&A Renewable Services, in the performance of your role.

2.2 We may on reasonable notice require you to change your normal place of work to any other premises within P&A Renewable Services within a reasonable distance of your normal place of work.

2.3 All P&A Renewable Service staff may be required to travel on Company business in the United Kingdom, Europe or worldwide.

## **3. Wages**

3.1 You will be paid monthly in arrears on the last date of each month directly into your bank or building society account, less such deductions as are required by law or under this contract.

3.2 We shall be entitled to deduct from your pay or other payments due to you any money which you may owe to the Company at any time including, where appropriate, but not limited to any overpayment of salary / wages, holiday taken in excess of your entitlement, refunds of training costs, any traffic or parking offence fines or any losses suffered as a result of your carelessness, negligence or breach of duty (including any insurance excess) or any Company rules or procedures or otherwise.

3.3 If a mistake is made in the payment of any monies due to you, we require you to notify us without delay. The error will normally be corrected at the next available opportunity.

#### **4. Hours of work**

4.1 You will be entitled to an unpaid lunch break of one hour if you are required to work more than six consecutive hours.

4.2 Any break is to be taken at such times as are convenient to the performance of your duties. Such breaks must not be taken at the beginning or end of your working day.

4.3 You are requested to work such additional hours as are required for the proper performance of your duties which may, on occasion include working on weekends and public or bank holidays. You will not receive additional pay or time off in lieu in relation to hours worked outside your normal hours of work.

4.4 You may be required to change your normal times of work either permanently or temporarily. Wherever possible we will give you reasonable notice of any such changes and will take account of personal circumstances raised by you.

4.5 If you are over the age of 18 you acknowledge and agree that you may work more than an average of 48 hours a week and confirm that you wish to disapply the limit on working hours under regulation 4(1) of the Working Time Regulations 1998 (opting out). If you wish to end this opt out agreement at any time you may do so by giving us three months' written notice.

#### **5. Holidays**

5.1 The Company's holiday year runs between 1<sup>st</sup> April to 30<sup>th</sup> March. Where you are employed for part of a holiday year only, either on commencement or termination of your employment, you will be entitled to a pro-rata proportion of such holiday entitlement based upon the length of time worked by you in the relevant holiday year.

5.2 Your holiday may be taken in whole or half days at dates agreed in advance in accordance with the Company's holiday booking procedure. You must not commit to any booking, reservation or any other arrangement before obtaining approval for the holiday dates from the Company. Except where agreed with the company you should not normally take more than 2 weeks' holiday at any one time. Unless otherwise notified by us, any holiday taken including bank and public holidays in a holiday year shall be deemed first to have been taken in satisfaction of your statutory holiday entitlement under Regulation 13 and then Regulation 13A of the Working Time Regulations 1998 (as amended from time to time).

5.3 If required, you will be notified in advance of the need to retain sufficient holiday from your annual entitlement to cover any Company shut down between Christmas and New Year. Except where required by law or as agreed (in exceptional circumstances) in advance with the Company, you cannot carry untaken holiday entitlement forward from one holiday year to the following holiday year. Any entitlement to holiday remaining at the end of any holiday year will lapse and no payment in lieu of such entitlement will be made.

5.4 We will not pay you in lieu of untaken holiday except on termination of employment. If you have taken more holiday than your accrued entitlement at the date your employment terminates, we will be entitled to deduct from your final pay one day's pay for each excess day taken.

5.5 The Company reserves the right to require you to take any unused holiday entitlement during your notice period, even if booked to be taken after the end of the notice period.

We reserve the right to specify when holiday or taken or may not be taken to meet the needs of the business.

## **6. Mobile telephone / laptop**

6.1 If you are provided with a mobile telephone or other mobile device this is primarily for business use to assist you in the performance of your duties. The Company reserves the right to recover the costs of all personal use (calls, texts or data / downloads) that incur an extra cost over and above the basic monthly tariff. (Excess Telephone Costs) and you agree that the company may recover Excessive Telephone Costs from you as a debt or deduct them from money owing to you.

6.2 You may be provided with a Company laptop or tablet or be given access to a Company laptop or tablet from time to time to assist you carrying out your duties for the Company. The Company laptop or tablet is for business use only and must be used in accordance with the company's current IT approach and policies.

## **7. Company Property**

7.1 All documents (including client records), manuals, hardware and software provided for your use by the Company, and any data or documents (including copies) produced, maintained or stored on the Company's computer systems or other electronic equipment (including mobile phones) remain the property of the Company.

## **8. Expenses**

8.1 The Company will reimburse you through payroll for any additional business expenses and business mileage reasonably incurred by you in the proper performance of your duties if you provide the Company with such receipts or other evidence of actual payment of the expenses as the company shall require. Expense claims must be submitted in accordance with the company's Expenses Policy and Procedures from time to time.

8.2 If the Company provides you with any credit or charge card you shall use such card solely for those expenses incurred reasonably and properly in the performance of your duties (excluding fuel) and you will immediately return any such card to the Company whenever so requested by your manager and in any event on termination of employment or being placed on garden leave.

## **9. Sickness or Other Absence**

9.1 If you are unable to attend work for any reason you must personally notify your line manager of the reason or the Director of the reason for your absence as soon as possible and in any event, at least one

hour before your start time of the first day of absence. In accordance with the company's Attendance Policy and Procedure, you must keep the Company informed as to progress throughout your absence and specifically the likely return to work date.

9.2 In all cases of absence, self-certification must be completed on your return to work, alongside a 'Back to Work' interview with your line manager. For any periods of incapacity which last seven consecutive days or more a doctor's certificate stating the reason for absence must be obtained and supplied to the Company. Further certificates must be provided to the company to cover any continued absence if the absence continues for longer than the period on the original certificate.

9.3 All absences will be monitored in accordance with Company policies.

9.4 If you are absent from work for more than three days by reason of incapacity and you satisfy the relevant requirements, you will be entitled to Statutory Sick Pay (SSP). Your qualifying days for SSP purposes are Monday to Friday.

9.5 In all cases of sickness, or injury, which necessitates taking time off work it is expected that you will do your utmost to facilitate a speedy return to fitness and to work and that you will not participate in sports, hobbies, social activities, undertake any other employment (paid or unpaid) or voluntary work at odds with the illness or injury or which could aggravate it and delay recovery.

9.6 The Company may treat your absence as unauthorised (and unpaid) where you have failed to notify the Company and / or failed to provide appropriate evidence of absence as set out above and disciplinary proceedings may be commenced.

9.7 It is a requirement that, if requested by the Company, you agree to undergo at the Company's expense a medical examination or occupational health assessment by a health professional appointed by us.

## **10. Pension**

10.1 The Company will comply with its duties to enrol you into an appropriate work-place pension scheme (The Pension Scheme) in accordance with Part 1 of the Pensions Act 2008 (the "2008 Act") or any subsequent legislation. The Company will provide details of the Pension scheme as and when required by legislation.

10.2 You will be enrolled into the Pension scheme when you join the Company. If you choose to remain in the scheme, the Company contribution to the scheme will be in line with the legal minimum level of employer contributions set by Government. You will also be required to meet the minimum employee contributions set by Government from time to time. Further details of the pension scheme and contribution rates will be provided separately by the pension provider. 10.3 You can choose to opt out of membership of the pension scheme if you wish to do so. If you cease to receive full salary, the pension contributions payable will be based on your reduced salary and / or any statutory payments and / or reduced to nil except where the law requires contributions to continue and / or be based on your full salary. The Company reserves the right to substitute the Pension scheme and / or amend

these terms as its sole discretion, subject to, and / or ensure compliance with its duties under the 2008 Act or any subsequent legislation as amended from time to time.

## **11. Continuous Professional Development**

11.1 You will be required to undertake such training and development, either in work or outside work hours, as required and as necessary in order to carry out your duties satisfactorily.

11.2 P&A Renewable Services will pay the costs of all CPD relevant to your role within the company.

11.3 In the event of your leaving the company, for whatever reason, P&A Renewable Services, will claim the cost of the course fees from you. This will be on a graded scale ie 100% of the course fees must be repaid if you leave within 0-12 months of having completed the CPD, 50% of course fees if you leave within 12 – 24 months. This reimbursement will be deducted from your final salary payment, any outstanding balance of monies will be repayable immediately and recoverable as a debt.

## **12. Confidentiality**

12.1 'Confidential information' includes (without limitation) all and any information about business methods, plans, management systems, finances, marketing research and development projects, names, addresses, telephone numbers and identities of clients and potential clients and information concerning their business (which is not otherwise already in the public domain) including the contents of sales and other training manuals, the names, addresses and contact details of suppliers (and potential suppliers) research and development projects, unpublished information concerning profit and loss, sales statistics, costs, prices, the working of computer systems (including passwords and system and application architecture) and any information in relation to which the Company owes a duty of confidence to a third party and any other information of a commercially sensitive nature to the Company, or its clients.

12.2 In the ordinary course of your employment you may be exposed to confidential information and you acknowledge that the disclosure (other than as is strictly necessary for legitimate business purposes) of confidential information could place the company at a serious competitive disadvantage and could cause immeasurable financial and other damage.

12.3 You must not whether during your employment (except in the proper course of your duties) or after your employment with us:

- a. Divulge or communicate information relevant to P&A to any person, firm, company or organisation
- b. Cause or facilitate any unauthorised disclosure through any failure by you to exercise all due care and diligence including but not limited to inadvertent disclosure while engaging in social media activity
- c. Otherwise make use of your knowledge of any confidential information of the Company which you acquired during or by virtue of your employment or any information in relation to which the Company owes a duty of confidentiality to a third party.

12.4 This duty continues to apply after your employment comes to an end. It is not limited in time but does not apply to information ordered to be disclosed by a court of competent jurisdiction or disclosures made in accordance with the Public Interest Disclosure Act 1998 or otherwise required by law or to any information already in the public domain (other than a direct or indirect result of your default).

You must not make any copies of any documents or items that you have had access to through your employment with the Company or remove them from our premises at any time without advanced authorisation from your Line Manager. In addition if we require you to do this at any time you must return all information to the company and / or irrevocably delete any information belonging to P&A Renewable Services from any computer system, electronic, digital or other media device in your possession or under your control. This duty is subject to any legal duty on you to preserve the information.

12.5 You agree that you will not at any time during or after the termination of your employment:

- Make any comments or statements of any nature that are untrue, misleading derogatory or disparaging about the company or any of its directors, officers, employees, consultants or agents. Such comments or statements include, but are not limited to, comments or statements posted on social networking sites or other websites
- Take part in any conduct which may bring into disrepute the Company, or any of its directors, officers, employees, consultants or agents.

### **13. Monitoring**

13.1 You agree that the Company may monitor, intercept or record your use of office equipment including but not limited to email, internet, your telephone and any mobile telephone issued to you by the Company, for the purposes of ensuring compliance with the Company's rules and for legitimate business purposes. This may sometimes involve the accessing of such communications before they are received by you. The company may also monitor the use by you of the Company's resources. You will comply with the Company's current IT approach and policies. Any illegal activity identified on Company or personal equipment will be reported to the Police, with the Disciplinary procedure being immediately invoked.

### **14. Other employment**

14.1 During your employment you may not, without our prior written consent be directly or indirectly involved in any other business or activity (paid or unpaid) which in the view of the 14.2 Company affects your ability to devote the whole of your time and attention during working hours to the company's business, or conflicts with the interests of or causes damage to the goodwill of the Company. You shall give the Company full details of such involvement and we will not unreasonably withhold permission and take into account your role and the number of hours that you work.

### **15. Employee information**

5.1 You must familiarise yourself and comply with the requirements contained within our handbook, policies, rules or procedures applicable to you. They contain important information;

however, they do not form part of your terms and conditions of employment. They are updated by us from time to time. You must always take careful note of and comply with the updates. You must also comply with any regulatory rules or codes of conduct applicable to your role.

## **16. Positive work environment**

16.1 In order that the Company may maintain a positive work environment for all employees, you are required not to engage in or permit any colleague to engage in any sexual, racial or other harassment of or unlawful discrimination against any person (whether or not an employee) in the course of your or their employment by the Company. Such behaviour may result in the Disciplinary procedure being invoked.

## **17. Health and Safety**

17.1 The Company will take all reasonably practicable steps to ensure your health, safety and welfare while at work. You must familiarise yourself with the Company's Health and Safety Policy. It is also your duty to take care of your own health and safety as well as that of colleagues and others in the vicinity.

## **18. Notice and Probationary period**

18.1 You agree to a probationary period of 3 months, any improvement required during this period may result in the probationary period being extended, to enable further support and training to be given or with 1 weeks' notice being given dependant on the level of improvement required. It may be agreed that 1 weeks' notice be given, with payment in lieu of notice.

18.2 A time scale of improvement will be identified for an extended probationary period. The notice period during this extended probationary period will be as identified above.

18.3 If your employment continues beyond the probationary period P&A Energy Renewable Services will give 4 weeks' notice period and will expect 4 weeks' given by the employee.

18.4 The Company may elect to terminate your employment with immediate effect by notifying you that it will make a payment in lieu of notice for all or the remainder of your notice period on termination of employment (rather than you working your notice period). 18.5 Any such payment in lieu will be basic wages only less such deductions as are required by law. For the avoidance of doubt, the payment in lieu of notice shall not include any element in respect of benefits, in relation to bonus or commission, or in respect of any holiday entitlement that would have accrued during the notice period.

18.6 Nothing in these terms and conditions prevents us from terminating your employment summarily without notice or payment in lieu in the event of gross misconduct, or if you commit a serious breach of your obligations as an employee or if you cease to be entitled to work in the UK.



## **19. Return of property and obligations on termination**

19.1 At the end of your employment (for whatever reason) or at any time on our request you must:

- Deliver up to us all property in your possession custody or control, belonging to the Company including (but not limited to) keys, security and computer passes and passwords computer hardware and / or equipment, mobile telephones or other mobile devices and accessories
- Deliver up to us all other documents and records (whether on paper, in electronic, digital or other media format) including correspondence, lists of clients, notes, memoranda, plans drawings and other documents and records of any nature (along with all copies) made or compiled or acquired by you in consequence of (or on conclusion of) your employment
- Delete irretrievably any confidential information stored on any computer or technology device not owned by the Company

## **20. Disciplinary and Grievance Procedures**

20.1 Your attention is drawn to the disciplinary and grievance procedures, applicable to your employment. A copy of which is available from the Office Manager. These procedures do not form part of your contract of employment. The Company reserves the right to discipline or dismiss you without following the Disciplinary Procedure during the first two years of your employment.

20.2 If you wish to appeal against a disciplinary decision, you may apply in writing to the person named in the outcome letter. Further details of the appeal process are contained in the Disciplinary Policy and Procedure.

20.3 If, following any disciplinary procedure a complaint against you is upheld, the Company may without prejudice to any other provisions of the Disciplinary Policy demote you by notice in writing giving details of any consequential changes to your terms and conditions of employment. In particular, the notice will give details of any reduction to your salary and / or loss of benefits and / or privileges consequent upon such demotion.

20.4 We may suspend you from all or any of your duties and direct you not to attend any Company sites or contact colleagues without our express permission, in connection with any investigation into any alleged misconduct or neglect by you, for any reasonable period.

20.5 During any such suspension your wages and other contractual benefits will continue as normal.

## **21. Data Protection**

21.1 We will collect and process information relating to you in accordance with the Privacy Statement which you are required to sign and date and return to the Data Protection Officer or Office Manager.

21.2 You must comply with our privacy standards and data protection policies when handling personal data in the course of employment including personal data relating to any employee,

worker, contractor, customer or supplier. You will also comply with our information security policies.

21.3 Failure to comply with the privacy standards and information security policies may be dealt with under the Disciplinary Procedure and in serious cases, may be treated as gross misconduct leading to summary dismissal.

21.4 In addition you agree that the Company may monitor, intercept or record your use of office equipment, including but not limited to: email, internet, your telephone and any mobile telephone issued to you by the Company, if we consider that it is in the legitimate interests of the business to do so.

## **22. Freedom to work**

22.1 You confirm that:

- a. Any notice period you are required to give or to serve with a previous employer has expired and that by entering into or performing any of your duties for the company, you will not be in breach of any other obligation binding upon you, and
- b. You are entitled to work in the United Kingdom without any additional approvals and will notify the Company if you cease to be so entitled during the course of your employment.

## **23. Right to Search**

23.1 As a precaution against theft of company property (confidential information and property) the Company reserves the right at any time to require an employee to submit to a search. Searches will be carried out by management of the same sex in the presence of Company witness and may include but not limited to, bags lockers, company vehicles and clothing. The failure to cooperate with a search may result in disciplinary action and / or the involvement of the police.

## **24. Gratuities, inducements and entertainment**

24.1 You are not allowed to accept from or offer to, directly or indirectly, any person, firm or company with whom you are in contact as a result of your employment duties, any present, bonus, entertainment, discount, rebate, commission payment, gift reward or honorarium which may be construed to exceed customary courtesies extended in accordance with accepted ethical practice or conduct which would constitute an offence under the Bribery Act 2010.

24.2 The Company takes a zero tolerance approach to bribery and corruption. You must comply with any applicable policy and related procedures at all times. Failure to do so will be treated as a disciplinary matter and may result in the immediate termination of your employment.

## **25. Collective Agreement**

25.1 There are no collective agreements which directly affect your employment.

## 26. Entire Agreement

26.1 The Standard Terms and Conditions of Employment constitutes the whole agreement between us and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between us.

## 27. Governing law, jurisdiction and interpretation

27.1 This agreement is governed by and construed in accordance with applicable UK law and the exclusive jurisdiction of the courts in the country of your principle place of work.

27.1 This agreement is entered into by the Company with the intention that P&A Renewable Services will be entitled to enforce the terms of this Agreement directly against you.

27.3 This agreement does not confer any rights on your spouse or dependants or any third party under the Contracts (Rights of Third Parties) Act 1999 as amended.

27.4 Any reference in this agreement to a statutory provision shall be deemed to include a reference to statutory amendment modification or re-enactment of it.

27.5 Any word denoting the singular shall where the context permits include the plural and vice versa and any word denoting the masculine gender shall where the context permits include the feminine and vice versa.

Name:

Signature:

Date:

Name: Paul Bonar (Director)

Date:13/02/2020

