



# **Structural Repair Solutions Limited**

**Contract of Employment**

## 1. Employer

Structural Repair Solutions Limited, with registered offices at 45-46 The Arches, Windsor, Berkshire, SL4 1QZ 'the company'. Company registration number 12041127.

## 2. Employee

Lynette Johnson, 53 Princes Park Lane, Hayes, Greater London, UB3 1JX

## 3. Job Title & Duties

Your job title is **Office Manager**

Your duties will be fully comprehensive embracing all aspects of the operational and administration function relating to your role which may be outlined a job description. You may also be required to carry out additional or alternative tasks as may from time to time reasonably be required of you within your area of competence.

## 4. Duration of Employment

Your period of continuous employment, for statutory employment right purposes, shall commence on **15<sup>th</sup> April 2024** and continue until terminated by either party giving to the other notice in writing as set out below.

## 5. Probationary Period

Your employment is subject to a 3-month probationary period. The Company reserves the right to extend this period if your performance does not meet the standards required. Your probationary period will not be regarded as complete until you have received written confirmation of the same.

## 6. Place of Work

You will be based at the Company's premises in Windsor but may also work at client sites.

## 7. Working Hours

You will work 40 hours a week, Monday to Friday 8.30am to 5.00pm, with 30 minutes unpaid lunch break each day.

It is a condition of your employment that you remain flexible and agree to vary your working hours according to the needs of the business. You agree to comply with the Company's record keeping and time keeping policies in force and as maybe advised by your manager.

## 8. Right to Work

Your employment is conditional upon you providing and maintaining:

- confirmation that you are not bound by any obligations or covenants with any previous employer
- appropriate qualifications and registrations commensurate with your role
- legal approval to work in the United Kingdom

You understand and accept that your employment may be terminated with immediate effect if you fail to pass any of the above checks, cease to hold appropriate qualifications or registrations, the right to work in the United Kingdom or provide false or incorrect information.

## 9. Pay

Your annual salary is **£35,000**

You will be paid in equal monthly instalments after deduction of any statutory and agreed voluntary deductions. You will be paid for the complete month on the last working day of each month.

Your salary will be reviewed annually. A review does not guarantee an increase. Any increase will be at the sole discretion of the Company. You will be notified in writing and any increases will take effect from the date specified.

There will be no review of your salary after notice has been given by either party to terminate your employment, during the probationary period or where you are subject to any formal performance review process.

## 10. Pension

The Company operates a pension scheme which is fully compliant with Auto Enrolment legislation and contribution levels. Enrolment is deferred for 3 months, however you have the right to join sooner and commence making your own contributions if you wish. You may also Opt Out of the scheme.

## 11. Private Health Care

After satisfactory completion of your probationary period, you will be entitled to private health care for yourself, which is a taxable benefit.

## 12. Driving

If you are required to drive within your role, it will be a condition of your employment that you hold a full, valid driving licence. You will be required to present the original of your driving licence before you commence work for us, and at any time on request. The Company is required to check your licence and you agree to comply with any such checks as may be necessary.

If you use your own vehicle for business use, you must ensure that it is insured for business use.

## 13. Deductions

For the purposes of the Employment Rights Act 1996, you hereby authorise the Company to deduct from your pay any sums due from you to the Company including, without limitation of time:

- any overpayments, loans or advances made to you by the Company
- any overpayments in respect of annual leave taken in excess of your entitlement
- any fines and associated administration costs e.g. motoring offences, parking fines, congestion charges and administration costs passed on to us in the event of a leased vehicle and incurred by you
- the cost of repairing any damage or loss to the Company's property caused by you and any losses suffered by the Company as a result of any negligence or breach of duty by you.
- the cost of replacing any uniform or equipment not returned by you at the end of your employment.
- any costs associated with reimbursement of training fees.

In the event of unauthorised absence, we reserve the right to deduct salary pro rata for the hours lost. Due to the cut-off date for payroll administration, if you are absent due to sickness or any other reason where full pay may not be due, you may be overpaid as your pay for the whole month will have been processed in the middle of that month. If an overpayment is made due to any absence where full pay is not due, the amount of any overpayment will normally automatically be deducted

from the following month's pay (or the next subsequent month(s) in which normal pay is due), until the overpaid amount is repaid.

We will also make deductions from your pay for PAYE and NI purposes, contributions to employee benefits including pension if applicable, or if ordered to do so by a court or local authority under an attachment of earnings order or by such other authority that we are required by law to comply with. You are responsible for ensuring that the Inland Revenue is notified of any relevant changes to your personal circumstances in connection with your tax liabilities and to ensure that you inform the Company of any changes to your tax code to ensure that accurate PAYE deductions are made from your pay.

In the event of there being insufficient final pay to make a recovery, the company reserves the right to take legal proceedings to recover the sums involved through the county or small claims court.

#### **14. Holidays**

The Company's holiday year runs from 1 January to 31 December in each year.

The full-time annual holiday entitlement is 23 days plus 8 bank holidays. This will be pro-rated if you work part time and in the first and final year of employment. You will be required to retain 3 days of your holiday allowance to cover the Christmas period.

Your holiday should be taken at such times as may be convenient to the Company and you must give a minimum of 1 months' notice of any proposed holiday.

All holiday requests must be submitted and be approved by your Manager on BreatheHR before any holiday arrangements are made. Failure to obtain approval for holiday prior to leaving will be regarded as unauthorised absence and render you liable to disciplinary action, which could lead to your dismissal.

You will not generally be permitted to take more than 10 working days holiday consecutively at any one time during the term of this agreement.

Payment in lieu of holidays will not be granted in any circumstances and all holiday entitlement must be taken in the year it is accrued and may not be carried over into the next holiday year.

If you are sick whilst on holiday, or just prior to taking authorised holiday, you may be eligible to request that the period of sickness during your holiday is treated as sickness absence, rather than holiday. This only applies if you will otherwise be unable to take your statutory holiday entitlement under the Working Time Regulations during the current holiday year and always provided that our notification procedures for sickness whilst on holiday are fully observed.

The Company reserves the right to require you to take any unused holiday during your notice period.

These holiday arrangements, including the arrangements for booking holidays, amount to an agreement between us under the Working Time Regulations 1998.

#### **15. Sickness and Absence**

If you are unable to attend work for whatever reason, you are required to:

- notify your manager as soon as possible on the first day of your absence, ideally before your scheduled start time, and at the latest within 30 minutes of your normal start time, giving the reasons for your absence and an indication of its likely duration
- for the first 7 days (or less) of your absence: complete a self-certification form and send/give this to your manager either on your return to work or at the end of the first seven days of absence (whichever is the sooner)

- provide Fit-Note(s) from your doctor for any absence in excess of 7 consecutive days (including non-working days); these should cover the entire period of your absences from your eighth day of absence (including non-working days) until your return and should be sent promptly to your manager
- keep your manager regularly informed of your progress and likely date of return.

Failure to comply with our rules on either notification of absence or completion of the self-certification of absence form could affect your entitlement to sick pay. On your return to work, your Manager will conduct a Return to Work interview with you and a record will be kept of the discussion on your file.

## **16. Sick Pay**

Subject to meeting the eligibility criteria of the scheme, you will be paid Statutory Sick Pay for any periods of sickness absence.

For SSP purposes, "qualifying days" are the days on which you normally work.

It is a requirement of your employment that you will, if requested, undertake an Occupational Health assessment or medical examination by an independent medical practitioner or Occupational Health Practitioner nominated by the company. You agree to give such authority as required to disclose to the Company the findings of such an examination.

In normal circumstances this will occur in the case of frequent or lengthy absences, or when your Manager has reasonable grounds to believe that you are unfit to

We reserve the right to cease to make payments of sick pay should you fail to attend an appointment arranged by us for a medical examination, having been requested to do so.

## **17. Unauthorised Absence**

If you need to leave your workplace for any reason, you must obtain your Managers approval before you leave otherwise your absence will be classed as unauthorised and may lead to disciplinary action being taken.

## **18. Reductions in Hours and Lay Offs**

Due to unforeseen circumstances, the Company may be unable to provide full time working for all employees from time to time. The Company wishes to retain employees in the business and for employees to have job security. Prior to considering implementing short time working, the Company will endeavour to consider every other alternative including investigating other jobs that you may be able to perform. However, if this is not possible this could include temporarily placing you on short time working or laying you off from work. In these circumstances you will be paid for those hours worked, or in accordance with the statutory guarantee pay provisions.

Wherever possible, the Company will give you a minimum of one weeks' notice of short time working, although this may not be possible in emergency situations. The Company will permit the use of outstanding holiday entitlement during any period of short time working.

## **19. Expenses**

You will be reimbursed with all reasonable out of pocket expenses wholly, exclusively and necessarily incurred on the Company's business in the performance of your duties under this contract provided these have been agreed in advance with your manager and subject to the production of appropriate receipts and submitted within 3 months of incurring the expense.

All claims for the reimbursement of expenses must be made on the approved, properly completed, expense claim form. All invoices should be submitted with expense claims. All expense forms should be signed by you and authorised by your line manager.

## **20. Notice Period**

The minimum periods of notice the company is required to give you and you to the company to terminate your employment is 1 week for every year of service up to maximum of 12 weeks.

Nothing in this statement 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 that any act of gross misconduct by you. Please refer to the 'Termination' clause.

In all cases of termination of employment, by whichever party, we reserve the right to pay you in lieu of a proportion or all of the above notice periods at our discretion. Any pay in lieu of notice shall be in relation to basic salary only. Irrespective of the above, your employment may be terminated without notice, or pay in lieu of notice, if you are summarily dismissed on the grounds of gross misconduct.

During your notice period we may exercise one or more of the following options:

- We may require you to take some or all of any outstanding accrued holiday entitlement.
- We may require that you do not take holiday booked in your notice period even if it had previously been authorised but work out your complete notice period. Alternatively, if we agree that you take the authorised holiday, we may require you to extend your notice period by the same amount so that you work the full notice period.
- Should we agree to an early release date, at your request, you will only be paid up to the agreed leave date.
- We are not obliged to provide you with work of any sort during your notice period. We may relieve you of some or all of your contractual duties during this period and require you to carry out duties which are different from those you were previously carrying out. In addition, you may be required to share any of the duties of your job with another person nominated by the company.
- In certain cases, we may insist that notice is taken as 'garden leave', during which time you will not be required to attend our premises, nor will you be permitted to contact clients, customers or fellow employees. In addition, the clause entitled "Conflicting interests" will continue to apply. You will however be expected to make yourself available for any handover of work, and to deal with any queries.

## **21. Termination**

Your employment may be subject to termination by the Company by summary notice in writing if you shall have:

- committed any serious breach or repeated or continued (after warning) any material breach of your obligations hereunder; or
- been guilty of conduct leading to bring yourself or the Company into disrepute; or
- failed to perform your duties to a satisfactory standard, after having received a written warning from the Company relating to the same; or
- shall have been found to have committed any act of gross misconduct
- ceased to hold the qualifications or licences or permits necessary for you to carry out your normal duties with the Company

- be sent to prison

Any delay by the Company in exercising such right of termination will not constitute a waiver thereof.

If the Company becomes entitled to terminate your appointment, it shall be entitled (but without prejudice to its right subsequently to terminate such appointment on the same or any other ground) to suspend you on full pay for so long as it may think fit.

## **22. Service of Notice**

Any notice required to be given under this agreement shall be in writing and shall be deemed served if is personally delivered or sent by registered post to the last known address of the other party. Any notice so posted shall be deemed served upon the second day following that on which it was posted.

## **23. Conflicting Interests**

During your employment with the company, you may not engage in or have an interest in any other paid employment or business activity without having first obtained our express permission to do so. Permission will not unreasonably be refused but will not be granted where this is or is likely to be in conflict with the interests of the company or where this may adversely affect your ability to satisfactorily perform your duties.

Any secondary employment or activity must not compete with the company and must not involve the use of our time, equipment, property or any other resource or facilities.

Immediately it comes to your knowledge that any business relations are being contemplated or made by the company, any firm, company or body in which you have any interest (financial or otherwise), you must disclose this to your Manager.

## **24. Confidentiality**

See Appendix A.

## **25. Company Property**

All company property must be returned in full when your employment with the Company ends which, for the avoidance of any doubt will be the day you receive your final payment from the Company. Company property includes all confidential information and any and all electronic and hard copy data.

If any Company property is lost or damaged whilst in your charge, you may be liable for any costs incurred to replace or repair the same. The Company reserves the right to deduct any such monies in full, from your final pay.

The Company also reserves the right to require you to return the company property in the event of any absences in excess of 4 weeks.

## **26. Personal Property**

No responsibility is accepted by the company in respect of loss or damage to any personal property you may use or bring onto our premises. Any personal property used in the course of your daily duties is done so at entirely your own risk.

## **27. Personal Protective Equipment (PPE)**

You will be provided with any necessary safety equipment and PPE and associated training as required. If you are provided with safety equipment and PPE, you must use it as instructed. Failure to do so will lead to disciplinary action up to and including dismissal.

## **28. Family Related Pay and Leave**

The Company will follow statutory guidelines in regard to all family related pay and leave.

## **29. Grievance Procedure**

If you wish to make a complaint relating to your employment you should put details of your grievance in writing and forward to your Manager. Full details of the Company's Grievance and Appeals Procedures are available on BreatheHR. The Grievance Procedure does not form part of your contract of employment and shall not apply during the first 2 years of service. During this time, the Company reserves the right to follow a modified procedure.

## **30. Disciplinary Procedure**

Full details of the Company's Disciplinary and Appeals procedures are available on BreatheHR. If you wish to appeal against any disciplinary decision, you should appeal in writing to the Managing Director. The Disciplinary Procedure does not form part of your contract of employment and shall not apply during the first 2 years of service. During this time, the Company reserves the right to follow a modified procedure.

## **31. Capability Procedure**

Full details of the Company's Capability and Appeals procedures are available on BreatheHR. If you wish to appeal against any capability decision, you should appeal in writing to the Managing Director. The Capability Procedure does not form part of your contract of employment and shall not apply during the first 2 years of service. During this time, the Company reserves the right to follow a modified procedure.

## **32. Training**

The Company will meet the cost of any mandatory training.

If you attend other training courses paid for by the Company, those fees must be reimbursed if you voluntarily leave from your employment during or within 12 months after completing the course on the following basis:

- Within 6 months: 100%
- Within 12 months: 50%

If no alternative arrangements for repayment have been made, the course fees will be deducted in full, from your final salary.

## **33. Post-Employment Restrictions**

You acknowledge that by reason of your appointment and duties you will be privy to substantial and vital confidential information of the company relating to its current activities, transactions with third parties and future strategy and accordingly willingly agree to be bound by the following restrictions.



To protect our legitimate business interests, you undertake with the company that except with our prior written consent after the termination of your employment whenever such termination occurs, either on your own account, or for any person, firm, partnership, or company, directly or indirectly, you shall not:

- I. for a period of **6 months** entice, solicit or endeavour to entice or solicit away from the company (or any associated business) any person who is employed by us in a Sales capacity or who has over 12 months continuous service
- II. for a period of **6 months** entice, solicit or endeavour to entice or solicit away from the company (or any associated business), the business of, or accept orders for products or services from, any person, firm or company which has at any time during the period of 12 months immediately preceding the termination of your employment been a customer/client of the company (or any associated business) and with whom you have had dealings or
- III. for a period of **6 months** entice, solicit or endeavour to entice or solicit away from the company (or any associated business), the business of any person, firm or company which has at any time during the period of 6 months immediately preceding the termination of your employment been a potential customer/client of the company (or any associated business) and with whom we have met with a view to gaining future business, and for whom a specific proposal, tender or presentation has been given or planned or
- IV. for a period **of 6 months** use, recollect or seek to duplicate any customer base or subscription base used by the Company or any Group company
- V. for a period of **6 months**, after the termination of your employment for any reason (without the prior and explicit consent in writing of the Company) directly or indirectly be engaged, concerned or interested (whether as an employee, agent, consultant or otherwise) in any of the businesses which are in competition with the business carried on by the Company at the end of your employment.
- VI. for whatever reason represent yourself as being employed by or in any way connected with the company.

Provided always that nothing in this clause shall prohibit the seeking or soliciting of business or having business dealings not relating or similar to the business of the company (or any associated business).

Both you and the company agree that the restrictions set out in the list above shall be deemed to comprise separate, severable and independent undertakings by you and each of such undertakings shall be enforceable by the company separately and independently.

#### **34. Collective Agreements**

There are no collective agreements, which directly affect the terms and conditions of your employment.

#### **35. Health & Safety**

You have a duty whilst at work to take reasonable care for the health and safety of yourself and of other persons who may be affected by your acts or omissions. You also have a duty to co-operate with the business in complying with any duty or requirement concerning health and safety at work. In particular, you must acquaint yourself with all the health, safety and fire rules, policies and procedures in force on our premises and also at any client premises where you may work.

Any breach of our safety rules will be regarded seriously and dealt with through the disciplinary procedure. Where an action or neglect is so dangerous as to constitute gross misconduct, you may be liable to summary dismissal.

Smoking is strictly prohibited on all company and customer premises and in or around company vehicles. For the avoidance of doubt, smoking includes conventional cigarettes and electronic vaping devices.

### **36. Unlawful Discrimination and Harassment**

During your employment with us, it is a strict requirement that you do not unlawfully discriminate, either directly or indirectly, against either your colleagues or anyone with whom you come into contact in the course of your duties. Failure to comply with this is likely to lead to disciplinary action for gross misconduct, which could result in summary dismissal.

### **37. Changes to Personal Circumstances**

You must inform your Manager, in writing, of any changes in your personal circumstances ie change of address, name, marital status, bank details etc. (this list is not exhaustive).

### **38. Variation to Standard and Other Terms and Conditions**

Your terms and conditions of employment are determined by the Board of Directors. The Company reserves the right to make reasonable changes to these and any other agreed terms and conditions of employment.

### **39. Data Protection**

The Company is required to tell you about the personal data that we collect about you and what we do with that information, including how we use, store, transfer and secure your personal data. You confirm that you shall at all times comply with all relevant data protection legislation and all obligations imposed on you under the Company's data protection policy and privacy notice.

### **40. Security**

You will be required to ensure that all documents, papers, correspondence etc (including physical equipment such as computers) are kept secure at all times and are, where appropriate, carefully locked away at night and that all security procedures are properly maintained at all times.

You are expected to keep any papers or documents belonging to the Company, which you may take home with you when you leave at the end of the day for the proper performance of your duties, safe and secure at all times. Any unauthorised conduct in this respect, which arises in loss or damage to the Company, or to any customer will be regarded as serious misconduct under the Company's Disciplinary procedure and may lead to dismissal.

### **41. Gifts and Inducements**

No inducement may be offered to, or received from, any supplier of goods or services. At times of special occasions such as Christmas, small gifts of nominal value may be accepted by prior agreement with your manager.

### **42. Former Contracts**

This Agreement substitutes any previous contracts, whether by way of letters of appointment, agreements or arrangements, whether written, oral or implied, relating to your employment, which shall be deemed to have been superseded/terminated by mutual consent as from the date of this Agreement. You acknowledge that you have no outstanding claims of any kind against the Company


in respect of any such contract. In the event of any discrepancy between the terms set out in this Agreement or any offer letter or previous agreement or document, the terms set out in this Agreement shall prevail.

#### **43. Electronic Signature**

The Company has put in place an e-signing platform to enable employees to sign their contracts of employment electronically, using an e-signature.

This contract of employment may be signed by the employee using an e-signature through the Company's e-signing platform and, in this case, it shall have the same legal status and effect as if the employee had signed an original copy of this contract of employment using an ink-based signature.

**By signing this Agreement, I acknowledge receipt of a copy of this contract and accept its terms.**

Signed:   
L Johnson (Apr 12, 2024 09:55 GMT+1)

Date: Apr 12, 2024

***If you fail to return this contract within 2 weeks of commencing employment with us, the Company will consider you to have agreed the terms contained herein.***

**For and on behalf of Structural Repair Solutions Limited**

Signed: 

Date: 12<sup>th</sup> April 2024

## Appendix A – Confidentiality Agreement

In signing this agreement, you acknowledge that in the course of your employment you will have access to, and knowledge of, the Company's confidential information and trade secrets, and that disclosure of any confidential information or trade secrets by you either alone or with others would place the Company at a serious competitive disadvantage and would do material damage, financial or otherwise, to its legitimate business interest.

You shall keep confidential and shall not, at any time either during your employment or after its termination, use, communicate or reveal to any person for your or any other person's benefit, any trade secret or confidential information concerning the business, finances or organisation of the Company or any Associated Company, their systems, techniques or know how of their suppliers or customers.

For the purposes of this clause and by way of illustration (and not limitation), information will be confidential if it is not in the public domain and relates to:

1. Plans, drawings, costings and appraisals related to the renovating, strengthening and repairing of commercial and domestic buildings
2. the development of new products and services;
3. production or design secrets;
4. technical design, plans or specifications of the products and services of the Company or any Associated Company;
5. pricing, credit policies, credit procedures, payment policies, payment procedures and systems for the same, whether of the Company or of any Associated Company;
6. the Company's clients and customers or prospective clients and customers; and
7. Business plans, business models, computer spreadsheets and the like
8. programming techniques, systems, designs and other computer technology;
9. product and service lists;
10. research and development materials
11. formulae or formulations;
12. costings, profit margins, discounts, rebates and other financial information;
13. current activities and current and future plans relating to all or any development, production or sales including the timing or all or any such matters;
14. any other information which is notified to you during the course of your employment as being confidential or secret, or is received or obtained by you in confidential circumstances.


The restrictions contained in this agreement shall not apply to:

- any disclosure or use expressly authorised by the Company or any Associated Company or as required in the ordinary and proper course of your employment
- or as required by a court or tribunal of competent jurisdiction or as required by an appropriate regulatory authority; or
- any information that is in the public domain otherwise than as a result of a breach of this clause or breach of an equivalent provision or other unlawful act (whether by you either personally or by an agent, whether on your own account or for or in association with any other person or by any other employee of the Company or any Associated Company).

## Notes, memoranda and other documents

All notes, memoranda, records and writing made by you relating to the business of the Company or any Associated Company shall remain the property of the Company or Associated Company to whose business they may relate and shall be delivered by you to the company to which they belong forthwith upon request.

On termination of your employment for whatever reason you shall immediately deliver to an officer of the Company or to its order all books, documents (whether on paper or machine readable format), papers (including copies), materials and other property of or relating to the business of the Company or any Associated Company then in your possession or which are or were last under your power or control.

<b>Signed by Employee:</b>	 <small>L Johnson (Apr 12, 2024 09:55 GMT+1)</small>
<b>Date:</b>	Apr 12, 2024





# STRUCTURAL REPAIRS CONTRACT OF EMPLOYMENT - L JOHNSON

Final Audit Report

2024-04-12

Created:	2024-04-12
By:	Beth Brown (beth@purplehr.co.uk)
Status:	Signed
Transaction ID:	CBJCHBCAABAAHWh5ODYki80LY3PWzQtZcgxIA7dGQxVe

## "STRUCTURAL REPAIRS CONTRACT OF EMPLOYMENT - L JOHNSON" History

-  Document created by Beth Brown (beth@purplehr.co.uk)  
2024-04-12 - 08:43:29 GMT - IP address: 109.235.125.240
-  Document emailed to lynettejessica@hotmail.co.uk for signature  
2024-04-12 - 08:44:24 GMT
-  Email viewed by lynettejessica@hotmail.co.uk  
2024-04-12 - 08:46:17 GMT - IP address: 94.6.101.214
-  Signer lynettejessica@hotmail.co.uk entered name at signing as L Johnson  
2024-04-12 - 08:55:20 GMT - IP address: 94.6.101.214
-  Document e-signed by L Johnson (lynettejessica@hotmail.co.uk)  
Signature Date: 2024-04-12 - 08:55:22 GMT - Time Source: server- IP address: 94.6.101.214
-  Agreement completed.  
2024-04-12 - 08:55:22 GMT