

2. **Commencement, Job Title and Duties**

Your job title is _____. You are to report to your Line Manager. Your normal duties are _____.

You shall faithfully and diligently perform such duties and exercise such powers as are consistent with your position and you shall comply with all reasonable instructions.

3. **Place of Work**

Your normal place of work will be at _____. You will be required to work at such racecourse meeting pitches as you may be directed from time to time within the United Kingdom.

4. **Probationary Period**

Your appointment will be subject to the completion by you, to the satisfaction of the Employer, of a probationary period of the Probationary Period Duration starting from the date of commencement of work under this Agreement. Your employment may be terminated during or at the end of the probationary period by the Employer or yourself on giving one week's notice in writing. You will not normally be entitled to receive sick pay in excess of statutory sick pay during the probationary period. The Employer reserves the right to extend the probationary period for such period as it deems fit.

5. **Remuneration**

5.1 Your basic remuneration for normal hours of work is the Basic Pay Rate payable by equal monthly instalments in arrears. In addition you will receive the Overtime Pay Rate for time worked over and above your normal hours of work payable in arrears.

5.2 **Annualised hours contract only** Your basic remuneration for normal hours of work in clause 5.1 above will be paid regardless of hours actually worked by you. If you have worked less than the Annualised Work Hours at the end of the calendar year or the pro rata equivalent on the termination of your employment then you agree to repay or you authorise us to deduct from any further payments due to you in respect of the employment the difference between the amount actually paid to you and the amount due at the hourly equivalent of the Basic Pay Rate for the hours you actually worked. Overtime will be paid at the Overtime Pay Rate payable at the end of the calendar year for each hour worked by you in excess of the Annualised Work Hours. If you leave the employment before the end of the calendar year you will not be entitled to payment of overtime in respect of the hours you have worked in excess of the pro rata equivalent of the Annualised Work Hours.

6. **Hours of Work**

- 6.1 **Zero hours** Your hours of work will vary according to the workload of our business. It is a condition of your employment that you work flexibly in accordance with the working arrangements we operate. Accordingly, you acknowledge that there may be periods when no work is available and that we have no obligation to provide you with any work or to provide any minimum number of hours in any day or week. However, we will endeavour to allocate suitable work to you when it is available. We will give you as much advance notice as is reasonably practicable (normally not less than 24 hours) of the hours you are required to work.
- 6.2 **Normal contract** Your normal hours of work are the Normal Work Pattern with a break of one hour for lunch. You will be required to work whatever additional hours the needs of the business may from time to time demand and in order for you to properly carry out your duties under the Agreement. On a race day your normal hours of work are the Race Day Hours of Work with a break of one hour for lunch.
- 6.3 **Annualised hours contract** It is a condition of this employment that you work flexibly in accordance with the annualised hours working scheme we operate. There are no fixed daily or weekly normal working hours applicable to the employment. Your normal working hours are based upon you working the Annualised Work Hours at a notional average of the Notional Average Hours (which allows for 28 days annual holiday inclusive of public holidays per annum). You may be required from time to time to work in any week more than the Notional Average Hours. You will be notified in advance of the hours you will be required to work during each following four-week period. In accordance with the flexible nature of your employment, we reserve the right to alter the hours you will be required to work at short notice but will endeavour to give you at least one week's notice of such hours and of any alteration. You must comply with our procedures for recording the actual hours you work.

7. **Holiday Entitlement**

The Employer's holiday year runs from 1st January to 31st December. You are entitled to receive statutory holiday pay. Your holiday entitlement is the statutory minimum entitlement of 28 days / 5.6 weeks per annum pro rated to the number of days or hours worked (with bank and public holidays taken into account). You will be paid for 8 hours at the hourly equivalent of the Basic Pay Rate for each day of holiday properly authorised. The entitlement to holiday accrues pro rata throughout the year at a rate of 1.66 days per complete calendar month worked. Except as otherwise provided in this Agreement no holiday entitlement may be carried over into the following holiday year. If, when you leave employment, you have holiday entitlement accrued but not yet taken, you will be entitled to pay in lieu of holiday. If however you have taken in excess of your holiday entitlement, any excess holiday payments must be repaid. If your employment is terminated without notice, you will not be entitled to holiday pay for holiday which would have accrued during the notice period. For the purposes of calculating holiday pay,

one day's pay shall be 1/260th of your annual salary. Annual holiday will not count towards your Annualised Work Hours (if applicable).

8. **Notification of Sickness or Other Absence**

If you are absent from work for any reason and your absence has not previously been authorised, you must inform us of the reason for absence as soon as possible on the first day of absence and in any event by 9am and keep us informed as to your likely period of absence and date of return. Immediately following your return to work after a period of absence lasting seven days or less which has not previously been authorised you are required to complete a self-certification form stating the dates of, and the reason for, your absence, (including details of sickness on non-working days) as this information is required for calculating Statutory Sick Pay entitlement (SSP). If you are absent from work due to sickness or injury for more than seven days (including weekends) you must provide a medical certificate by the eighth day of sickness or injury. Thereafter medical certificates must be provided at regular intervals to cover the whole of any period of continued absence. If you fail to follow these notification procedures the Employer reserves the right to withhold any sick pay entitlement (including SSP). Days absent due to sickness will not count towards your Annualised Work Hours (if applicable).

9. **Expenses**

The Employer will reimburse to you all expenses properly incurred by you in the proper performance of your duties, provided that you provide the Employer with such vouchers or other evidence of actual payment of such expenses as the Employer may reasonably require.

10. **Confidentiality**

You shall at all times, both during the term of and after the termination of your employment with the Employer, keep secret (except to the extent that disclosure is authorised by the Employer), and use only for the purposes of the Employer all information which is of a confidential nature and of value to the Employer. Upon termination of your employment, howsoever arising, you shall forthwith return all documents or other carriers of information and all property in your possession, custody or control of the Employer or its customers or suppliers.

11. **Deductions**

You agree that the Employer may deduct from any sums due to you under this Agreement, any amount which you may owe to the Employer (including, deductions upon termination of employment for holiday taken but not yet accrued; overpayments; expenses; loans; damage caused by you to Employer property and damage generally; any excess on a Employer vehicle insurance policy which becomes payable as a result of damage caused by you; deductions in respect of Employer property which you fail to return to the Employer when requested to do so or upon termination of your employment). In circumstances where your employment terminates but no final salary or other payments are due to you, and you owe

the Employer any sum or damages, you agree to immediately repay the sums owed to the Employer, and it is agreed that the Employer will be able to recover such sums as a debt.

12. **Termination**

After the successful completion of your probationary period as provided above, each party is required to give one months' notice, in writing, to terminate this Agreement. Your employment may be terminated by the Employer without notice or payment in lieu of notice by reason of your gross misconduct. Examples of gross misconduct are set out in the Employer's disciplinary procedure.

13. **Other Employment**

You must devote the whole of your time, attention and abilities during your hours of work for the Employer to your duties for the Employer. You may not under any circumstances whether directly or indirectly undertake any other duties of whatever kind during your hours of work for the Employer.

14. **Changes To Your Terms of Employment**

The Employer reserves the right to make reasonable changes to any of your terms and conditions of employment as may from time to time be required by the changing needs of the business or changes in legislation. You will be given not less than one month's written notice of any significant changes which changes will be deemed to be accepted unless you notify us of any objection in writing within 30 days.

15. **Scope of Contract and Statement of Employment Particulars**

This Agreement is in substitution for any previous contract of employment with us and as from the date hereof any such previous contract shall cease to have effect (without prejudice to any right of action which has arisen or notice or warning given thereunder). This present Agreement states the entire terms and conditions of your employment to the exclusion of any other promises or representations whether oral or written and this Agreement fulfils the Employer's obligations under the Employment Rights Act 1996 (as amended) to provide you with a written statement of employment particulars.