DEDUCTION OF PAY AGREEMENT

A. DEDUCTION OF PAY

1. If you are overpaid for any reason, the total amount of the overpayment will normally be deducted from your next payment but if this would cause hardships, arrangements may be made for the overpayment to be recovered over a longer period.

2. Depending on your position you may be required to complete and submit timesheets weekly on Monday morning in order to ensure that you receive the correct payment. Incorrectly completed, or late submission of, timesheets may result in incorrect or delayed payment of wages. Deliberate falsification of timesheets will be regarded as a disciplinary offence and may lead to your summary dismissal.

3. Lateness or absence may result in disciplinary action and/or loss of appropriate payment.

4. In the event that the Company is faced with a shortage of work, or is unable to provide you with work for any other reason, then you agree that the Company may temporarily:

- place you on short-time working, in which case you will be paid for those hours worked; or
- lay you off from work, in which case you will be paid in accordance with the statutory guarantee pay provisions in place at that time; or
- designate you as a furloughed (or similar) worker, in accordance with the terms of any Government furlough (or similar) scheme in place from time to time, in which case during such period, if required, you agree to a reduction in your hours or will cease to carry out any work for the Company. (For this purpose you agree that the Company may adjust your hours, salary and benefits by an appropriate amount to reflect the needs of the business at that time and ensure that it receives reimbursement of salary and benefits under the said scheme to the fullest extent possible)

The entirety of this section entitled “Shortage of work” forms part of your contractual terms and conditions.

5. Any damage to vehicles, stock or property (including non-statutory safety equipment) that is the result of your carelessness, negligence or deliberate vandalism may render you liable to pay the full or part of the cost of repair or replacement.

Any loss to us that is the result of your failure to observe rules, procedures or instruction, or is as a result of your negligent behaviour or your unsatisfactory standards of work may render you liable to reimburse to us the full or part of the cost of the loss.

In the event of an at fault accident whilst driving one of our vehicles you may be required to pay the cost of the insurance excess up to a maximum of £250.00

In the event of failure to pay, such costs will be deducted from your pay.

6. If you arrive for work and, in our opinion, you are not fit to work, we reserve the right to exercise our duty of care if we believe that you may not be able to undertake your duties in a safe manner or may pose a safety risk to others and send you away for the remainder of the day with or without pay and, dependent on the circumstances, you may be liable to disciplinary action.

7. The company mobile phones are to be used for business purposes only except in the case of an emergency. Therefore, any personal use deemed by the Company to be excessive may be recharged

back to you.

8. You must return company tools and equipment upon termination of employment by either party. Failure to do so, or a loss of damage suffered as a result of your negligence, will result in a deduction to cover the cost of tools and equipment being made from monies due to you.

9. Misuse of the fuel card and/or failure to comply with company procedures will result in disciplinary action, which may result in your dismissal. You will be required to reimburse us the cost of any unauthorised expenditure. In the event of failure to pay, we have the contractual right to deduct such costs from your pay.

10. We will not be held responsible for any fines (e.g., parking, speeding, etc) incurred by you whilst working for us. If we receive the summons on your behalf, we may pay the fine and deduct the cost from any monies owing to you.

11. If you terminate your employment without giving or working the required period of notice, as indicated in your individual statement of main terms of employment, you will have an amount equal to any additional cost of covering your duties during the notice period not worked deducted from any termination pay due to you. You will also forfeit any contractual accrued holiday pay due to you over and above your statutory holiday pay, if you fail to give or work the required period of notice.

12. On the termination of your employment, you must return all our property which is in your possession or for which you have responsibility. Failure to return such items will result in the cost of the items being deducted from any monies outstanding to you.

13. On termination of your employment, you must return any company vehicle to our premises or as otherwise directed. Failure to return the vehicle will result in the cost of its recovery being deducted from any monies outstanding to you.