



31st March 2020

By email

Dear

Re: Temporary Variation to Terms and Conditions

Firstly, I do hope that you and your families are safe and well during this challenging period.

At the meeting held in the Blues lounge on Tuesday, 17 March 2020 and attended by the majority of staff, including the first team manager, I talked about my concern for everyone's safety. My strong recommendation was that all employees work from home with immediate effect. Some chose to continue working at the offices, where social distance could be maintained, as did I, up until Monday morning 23rd March when I instructed all remaining staff to work from home where possible.

As you will be aware, the economic situation facing many companies as a result of the COVID-19 crisis, both in the UK and globally is unprecedented, and the detrimental impact on the Clubs business has, equally, had a significant effect. However, the future of the football club I am pleased to advise is not in jeopardy, despite a sharp decline in revenues

I am therefore pleased to confirm that Southend United intends to make full use of the UK Government's Coronavirus Job Retention Scheme, announced on 20th March 2020, in order to protect and support as many of our colleagues as possible. Accordingly, I am writing in relation to the Club's proposals to designate a period of time in your employment to that of a "furloughed worker" from the date that you ceased to perform your full duties, the earliest being 1st March 2020.

The following terms will apply under the Furloughed worker scheme:

- You remain employed by the Club, but you will be designated as "furloughed" and therefore placed on a temporary period of leave.
- The period of furlough leave commences on 14th March 2020 and will continue until the Club notifies you that you can return to work (the **Furlough Period**). This will largely depend on when the league resumes, but will be kept under review.
- You will be paid 80% of your salary up to a maximum of £2,500 per month during the Furlough Period. We understand this to be the gross figure (which will be paid to you subject to deductions in the usual way), but we are awaiting final details from the government.
- Throughout the furlough leave, you will not do any work for the Club.
- The Club reserves the right to end the Furlough Period and require you to return to work at any time on two days' notice. It also reserves the right to place you on a further period of furlough leave should the circumstances require it.
- The details of the Government Scheme are still being finalised. If anything contained in this variation conflicts with the Government Scheme once further details are published, the conditions contained in the Government Scheme will take precedence and shall be followed.

Roots Hall Football Ground
Victoria Avenue, Southend on Sea, Essex SS2 6NQ

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- You will remain employed by the Club during the Furlough Period, therefore all other term and conditions of your employment will remain the same. In particular, you will not undertake any work for any other employer during the Furlough Period.

This letter, together with your acceptance, constitutes a variation to the terms and conditions of your contract of employment in respect of the matters covered in this letter. The remaining terms of your contract of employment otherwise continue to remain in force.

This proposal is an alternative to imposing lay-offs or redundancies, which unfortunately the Club would otherwise need to be considering at this time. Please be assured that the Club will keep the situation under close review and inform you if we propose any new means of managing the way forward.

I therefore ask you to confirm your agreement to the Company designating you as a Furloughed Worker during the Furlough Period on the terms set out in this letter. Please read, sign and return this letter confirming your acceptance, by using the voting button on the covering e-mail, no later than 1st April 2020.

Finally, I recognise the potential hardship this period may have and it is not my wish for that to continue any longer than absolutely necessary. Therefore, whilst it must be entirely at the Boards discretion, the hope would be for the Club to make up any shortfall when the season returns to some normality. This is in recognition of what I regard as part of the Clubs continuing social responsibility.

Yours sincerely

Ronald Martin
Chairman

I confirm my understanding of an acceptance to the terms set out in this letter. I agree that, subject to the Company being able to access the Scheme, from the date that I ceased to perform my full duties, the earliest being 1st March 2020, I will be a Furloughed Worker and my pay will reduce to the rate of Furlough Pay as set out above.

Signed

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Name (block capitals)

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Date

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