STATEMENT OF MAIN TERMS OF EMPLOYMENT

This Statement, together with the Employee Handbook, forms part of your Contract of Employment (except where the contrary is expressly stated) and sets out particulars of the main terms on which

**Employer;**

***Company Name***  
**t/a nicenstripy**

*of* ***Company Full Postal Address***

***and***

**Employee;**

***Employee Name***

*of* ***Employee Full Postal Address***

Your employment commences on Tuesday 3rd February 2015. No previous employment counts as part of your period of continuous employment.

The first six months of your employment, will be treated as a probationary period, during which your performance will be accessed. Following the satisfactory completion of your probationary period, your employment will be confirmed, in writing.

### Job Title:

Your job title is Job Title. Your duties will be those usually consistent with a Supervisor. In addition, you will be expected to undertake all reasonable tasks to increase the business of the Employer including, but not limited to, following up telephone enquiries, visiting customers’ sites to generate sales/provide quotations at external visits, spot checks on other teams quality, leaflet drops and providing customers with advice when required.

You will also be responsible for the collection of monies from customers (either cheque or cash) and you will become **personally liable** for any losses (including customers keys) and you hereby authorise such funds being deducted directly from your salary when due.

### Place of Work:

You will usually be required to work within the franchise area(s) known as ***Franchise Territory***. From time to time you may be required to assist other franchisees in the nicenstripy network and additional travelling may be required, any additional expenses incurred will be paid by your employer.

You will not be required to work outside of the United Kingdom in excess of one month at a time.

### Hours of Work:

Your normal hours of work are 37 ½ per week. The operating hours of the Employer’s business commences at 7.30 am (first job) until 5.00 pm (last job). You are expected to arrive in sufficient time to ensure that you are ready to commence work at the first job on time, and to remain for such time after finishing to ensure all equipment used are left clean, tidy and in presentable condition ready for the next day. In consideration for being allowed to leave work early on some days you agree to continue to work no later than 6.30 pm, without notice, when so required.

You are permitted to take 15 minutes unpaid break between the hours of 9.00 am and 11.00 am, 30 minutes unpaid break between the hours 12 noon and 2 pm and 15 minutes unpaid break between the hours of 3.00 pm and 4.30 pm. Your working week will be five calendar days with two days off (which is agreed as Saturday and Sunday).

**Mobile telephones may not be used for private calls during normal working hours, save in the case of an emergency. Failure to comply with this clause will be considered a serious breach of contract.**

### Remuneration:

Your salary will be £COMPLETE per five-day week before deduction of Income Tax and National Insurance Contributions (NIC) payable in arrears monthly. The Employer will be responsible for paying the tax and NIC that becomes due and proper records will be maintained of all such payments.

No overtime is paid.

Damage to, equipment caused by misuse, vehicles due to carelessness and, broken windows will be deducted direct from wages, which is hereby agreed.

Payment will be made per calendar month by BACS direct to your bank account no later than the 7th of the following month

### Annual Holidays:

You will not be entitled to paid annual holiday, until your probation period is completed. The company’s holiday year runs from 1st January to 31st December. Following successful completion of your probationary period you will be entitled to 1 ¼ days holiday for each complete month worked plus 1 day for each completed year’s service (i.e. 16 days each year).

No holidays will be taken between the months of March – October inclusive and two weeks compulsory holiday is to be taken between Christmas (25th December) and New Year (1st January), when the business is closed.

### Public /Bank Holidays

In addition to the annual holiday entitlement you are allowed the following public/bank holidays each year with pay, once you have completed your probationary period.

New Years Day

Good Friday

Easter Monday

The first Monday in May

The last Monday in May

The last Monday in August

Christmas Day

Boxing Day

### Sickness/Incapacity

Your Employer will pay Statutory Sick Pay (SSP) in accordance with the relevant Regulations as from time to time published, following successful completion of your probation period.

Any failure to follow their requirements to produce satisfactory evidence of sickness or injury or any other omission on your part may lead to non-payment of SSP. Any additional sick pay will be made at the Employer’s discretion.

If you are to be absent from work by reason of sickness or incapacity you should notify your Manager as early as possible but not later than 6.30 am on the first day of your sickness or incapacity giving the reason for your absence and an estimate of the date of your likely return. Failure to comply with this clause will be considered a serious breach of your contract.

If your absence is likely to exceed 3 days, you should, on the 4th day, produce a medical certificate stating the reason for absence and thereafter produce a like certificate each week to cover a subsequent period of absence.

### Company Vehicles

If you can drive and hold a current UK full driving licence you may be asked to drive a company vehicle. **This vehicle may NOT be used for private purposes under any circumstances**. Whilst any company vehicle is in your possession both the vehicle, although insured by The Company, **and** its contents are **your** responsibility and must be kept safe and locked if left unattended for any reason.

### Conditions of use of Company Vehicles:

1. All mileage must be recorded on a daily basis.
2. Vehicle will be insured at The Company’s cost. Vehicle Licence Duty, Servicing, and MOT are the responsibility of The Company at The Company’s cost.
3. A copy of your original driving licence must be held in the office.
4. Any parking tickets applied to the vehicle whilst in your possession are at your personal cost.
5. Vehicle must be kept clean and tidy (inside and out) at all times. Vehicles MUST be cleaned at least once per week.
6. Mechanical faults must be reported to The Company immediately (including worn tyres). The vehicle must be maintained in good working order at all times.
7. Whilst in your possession you are responsible for checking oil, water and tyre pressure on a **daily** basis.
8. All reasonable care must be taken whilst any company vehicle is in your possession including, but not limited to, ensure no other person drives your vehicle, you obey the laws of the highway code and no more passengers are carried than the vehicle seating allows.
9. Accidents must be reported in writing within 24 hours and if on private property become the responsibility of the driver, not the company.

### Corporate Image

nicenstripy have a corporate image, which you are expected to conform to as an employee. In consideration of the nicenstripy image your Employer will provide you with the following are no cost to you: -

2 branded nicenstripy blue polo shirts Large

2 branded nicenstripy blue nicenstripy sweatshirt Large

2 pairs nicenstripy (unbranded) green trousers size 50

1 branded nicenstripy waterproof jacket Large

1 branded nicenstripy Fleece Large

1 branded nicenstripy Jacket Large

1 pair clear Safety Spectacles

1 pair Safety Gloves

1 pair Ear Defenders

You are expected to maintain appropriate standards of dress and appearance to ensure that the company’s professional image and reputation are maintained.

You are required to wear any uniform provided for your use at all times during your employment. Should any items be lost or destroyed you will be charged for their replacement. Upon termination of employment, items must be returned in good condition, subject to normal wear and tear. Failure to return items in good condition will lead to your Employer deducting the cost of such items from your final pay cheque and may be considered as theft by your employer.

You are expected to provide your own steel toe capped safety boots for your own protection, together with any other safety ware you require to carry out works.

### Equal Opportunities

The company is an equal opportunities employer. Our policy is to ensure that all employees are treated with the same respect and consideration irrespective of sex, race, disability, age, sexual orientation, religion, belief, colour, nationality, ethnic or national origin. You must act in accordance with this policy at all times and should you consider that you are being subjected to discrimination on any of the above grounds you should raise the issue through the grievance procedure.

**Training**

The company is committed to encouraging you to undertake appropriate independent courses and/or qualifications and is prepared to contribute to or cover the fees involved, following one years completed service. Furthermore, you will be encouraged to attend internally run courses to assist in your development during your employment with The Company. Your franchisee will cover the cost of such courses and you will provide your time without financial consideration.

Should you leave within 12 months of completing any course(s), you will be required to repay the whole cost of the training to the company.

### Procedures For dealing With Capability Issues

The procedures that will apply when dealing with capability issues that may arise during the course of your employment, including dismissal on the grounds of capability, are shown under the heading “Capability and Capability Dismissal Procedures” in the Employees Handbook to which you should refer. For the avoidance of doubt, these procedures will also incorporate (on a non-contractual basis) the procedures shown under the heading “General Dismissal and Appeal Procedures” where legally required.

### Disciplinary and Disciplinary Dismissal Procedures

The disciplinary rules that form part of your contract of employment and the procedures that will apply when dealing with disciplinary issues and disciplinary dismissals are shown under the heading “Disciplinary and Disciplinary Dismissal Procedures” in the Employee Handbook to which you should refer. For the avoidance of doubt, these procedures will also incorporate (on a non-contractual basis) the procedures shown under the heading “General Dismissal and Appeal Procedures” where legally required.

### Capability/Disciplinary Appeal Procedure

Should you be dissatisfied with any decision to take action or dismiss you on capability/disciplinary grounds, you should apply, either verbally or in writing to your Manager within five working days of the decision you are complaining against. Further information can be found in the Employee Handbook under the heading ‘Capability/Disciplinary Appeal Procedure’ to which you should refer.

### General Dismissal and Appeal Procedures

The procedures that will apply where legally required, when dealing with dismissals other than capability/disciplinary dismissals, are shown under the heading ‘General Dismissal and Appeal Procedures’ in the Employee Handbook to which you should refer. These procedures are set down by statute and do not form part of your Contract of Employment. Should there be any change to the relevant statutory procedures or to the circumstances in which they apply then such changes will be taken into account.

Should you be dissatisfied with any decision to dismiss you under these procedures, you should apply, either verbally or in writing, to your Manager within five working days of the decision you are complaining against.

**Temporary Lay-Off**

The company reserves the right to lay you off or place you on short time working should it be necessary to do so. In the event that you are laid off due to a temporary cessation of work, your entitlement to pay during that period of layoff will cease except that your rights to a statutory guarantee payment in accordance with your statutory rights are not affected.

**Deductions**

You consent to any deductions from any sum otherwise payable to you, the value of any claim the company may have against you including but not limited to:

Overpayment of salary; sums representing holiday taken in excess of entitlement; salary paid to you for unauthorised absence; where you leave without giving the required notice, the value of your pay for that notice period; overpayment of expenses; where you leave the company, the balance of any costs of training given; motoring fines and offences incurred by you for a company vehicle; repayment of the value of any loss, where the company has sustained loss due to your negligence, recklessness, dishonesty or breach of company rules.

In the event of such sums being due to the company on the termination of your employment and if your final salary payment is insufficient to allow for the whole of any such deduction, you agree to repay the outstanding amount due to the company within one month of the date of termination of your employment.

### Grievance Procedure

Should you feel aggrieved at any matter relating to your employment, you should raise the grievance with your Manager, either verbally or in writing. You should be aware, however, that in order to avail yourself of certain statutory rights, you must set out your grievance and the basis for it in writing. Further information can be found in the Employee Handbook.

### Notice of Termination to be given by Employer

Under 1 calendar month’s service – NIL

1 Calendar month but less than 2 years’ service – 1 week

2 Years’ service or more – 1 week for each completed year of service to a maximum of 12 weeks after 12 years

Save where dismissal is for serious misconduct where instant dismissal will apply

### Notice of Termination to be given by Employee

Under 1 calendar month’s service - NIL

1 calendar month’s service or more – 2 weeks

nicenstripy reserves the contractual right to give pay in lieu of all or any part of the above notice period by either party.

### Pension and Pension Scheme

There is no pension scheme associated with this position. A contracting-out certificate under the Social Security Pensions Act 1975 is not in force in respect of this employment.

**Retirement Age**

The company’s normal retirement age is 65 years. You may request to work beyond the normal retirement age and details will be given to you at an appropriate time.

### Collective Agreements:

No collective agreements directly affect your terms and conditions of employment

### RESTRICTIVE COVENANTS

By signing this contract you agree to the following:

### Outside Employment

While you are working in this employment you may not work for any other person, firm or company nor undertake any duties on your own account or in partnership or associated with any other person, except with your Employer’s written consent. You will devote your whole time, attention and energies to this employment. A breach of this clause will also be considered as a material serious breach of contract where instant dismissal will be applied.

### Working For A Competitor/Setting Up A Rival Business After Employment

You agree that you will not, for twelve months after you leave this employment work in the same or similar capacity as you have worked in this employment.

You agree that you will not, whether solely or jointly or on behalf of any other person, firm or company, directly or indirectly, for twelve months after your employment with nicenstripy has ceased, carry on or assist in carrying on or establish in any way or be in any way concerned with the business of lawn cutting, gardening, lawn treatment, arborist services, landscaping or any business providing services the same or similar to those provided by the Employer.

In consideration for your agreement to the above and below, the Employer will pay you a separate remuneration of £100 per annum (£8.33 per month) from the time when you commence full employment, which remuneration will be subject to deductions of Tax and National Insurance, which you agree is reasonable. This sum is refundable in total in the event that you are in breach of any of these clauses.

### Non Solicitation Of Employees/Clients

You agree that you will not during your employment or for twelve months after your employment has ceased for whatever reason, whether through advertising or by any other means whatsoever

1. canvas, solicit, approach or entice away any other employee, agent or supplier of the Employer employed or engaged by the Employer for the six months prior to the termination of your employment.
2. canvas, solicit, approach or entice away any person who shall have been during the period of twelve months prior to the termination of your employment a customer of the Employer.

### Confidential information

You are not permitted to disclose or misuse any confidential information of the Employer or its business whilst you are in employment or for twelve months after this employment has ceased however caused (save with the written consent of the Employer).

|  |  |
| --- | --- |
| **Signed by the Employer** | **Date:** |
| ………………………….. | ……………….. |

**Mr Franchisee Name  
Title  
for and on behalf of  
Company Name Limited t/a nicenstripy**

**Declaration**

I have read, fully understand and accept the terms and conditions of employment as stated in this document and the policies referred to within it.

I accept that if I have obtained employment on the basis of providing false information, I render myself liable to dismissal for gross misconduct.

I acknowledge receipt of this statement and agree that, for the purpose of the Working Time Regulations, any applicable entitlements and provisions constitute a Relevant Agreement.

|  |  |
| --- | --- |
| **Signed by the Employee** | **Date:** |
| ………………………….. | ……………….. |

**Employees Name : *Insert***