



Wetton Cleaning Services Limited

Statement of Main Terms and Conditions of Employment

EMPLOYEE:

EMPLOYER: Wetton Cleaning Services Limited ("the Company") Company Number) whose registered office is at Estate House, 2 Pembroke Road, Sevenoaks, Kent, TN13 1XR

DEPARTMENT:

POSITION:

PLACE OF EMPLOYMENT: [.....]
or such other place as the Company shall reasonably require.

The following sets out the particulars of your terms and conditions of employment in accordance with the Employment Rights Act 1996 as amended. It is to be read in conjunction with your job offer letter and your job description, whichever most accurately reflects the work you are employed to do, and the contractual provisions of the Employee Handbook (also referred to as "the Handbook"). You **must** also read the Health and Safety Handbook.

1 EMPLOYMENT

1.1 Your employment began on which is also the start date of your period of continuous employment, inclusive of any employment transferred to the Company.

1.2 No period of employment with a previous employer (save unless you transferred as above) counts as part of your continuous period of employment with the Company.

- 1.3 You are usually based at the place set out in the preamble to this Statement but it is a condition of your employment that you travel to and work at any of the Company's other sites or such other place as the Company designates in accordance with the needs of the business.
- 1.4 Your immediate line of reporting is to the Site Supervisor/Manager ("your Manager").
- 1.5 The continuation of your employment depends on the successful completion of a probationary period of 6 months commencing on the starting date of your employment. Your performance and conduct will be monitored and assessed during the probation period. If the Company finds that you do not meet its standards or are otherwise unsuitable for continuing in employment, the Company may either extend your probationary period or terminate your employment. You will be entitled to the notice period provided in this contract unless your competence or conduct is so seriously deficient that summary termination is warranted.
- 1.6 Your current job description is set out in Appendix A to these terms and conditions. However, the Company reserves the right to change your job description at any time in accordance with operational needs. It is a condition of your employment that you agree to perform such other duties and work in such other departments or sites as the Company may require from time to time, including taking over duties of employees who are absent from work for any reason whatsoever.

2 SECONDARY EMPLOYMENT

- 2.1 The Company insists on a high degree of loyalty and co-operation from its employees. You are expected to devote your whole time and attention to the best interests of the Company during your working hours and may not undertake any other work during this time.
- 2.2 You may not without the prior consent of the Company (which will not be unreasonably withheld) engage in any business or employment which is similar to or competitive with the business of the Company, or which could be considered to impair your ability to act at all times in the best interests of the Company, outside your hours of work for the Company.
- 2.3 If you do seek to engage in any other employment, you must notify the Company in writing of hours you propose to work elsewhere to enable the Company to comply with its statutory obligations. If consent is given by the Company for you to work elsewhere outside your working hours with the Company, you must notify the Company in writing of hours worked elsewhere. You hereby agree that, if there is a conflict of hours between the Company and any secondary employer, the Company's working hours take priority.
- 2.4 Any of the following are strictly prohibited:

- 2.4.1 Employment with other cleaning companies whilst employed by the Company unless authorised by the Company and unless you give priority to the Company in the event of conflicting demands on your time.
- 2.4.2 Engaging in any other employment or undertaking part-time work without the written consent of a Director;
- 2.4.3 Whether by your own actions or the actions of a third party, seeking advantage for your own benefit (or that of another) through approaches to customers, suppliers or associates of the Company.

3 REMUNERATION

3.1 Your salary is paid at the rate of £..... per annum*/per hour. *As an hourly paid employee, you are paid for the hours of work actually carried out as claimed on your properly completed timesheet. Payment is net of tax and statutory deductions and is paid directly into your bank account by BACS every four weeks in arrears. Although the Company will do its best to ensure you are paid on time, it will not be responsible for any late payment.

3.2 You hereby agree that, in addition to other deductions as set out in the Handbook:

- 3.2.1 where absence is authorised but pay is not due, you will not be paid for the said absence;
- 3.2.2 in the event of unauthorised absence, the Company will withhold salary on a pro-rata basis in addition to taking any appropriate disciplinary action and you consent to the consequent deduction[s] from your salary.

3.3 HM Revenue and Customs contact and company reference number for all employees is in the Handbook.

3.4 Termination pay is processed at the end of the month following the date of termination and a P45 issued at the same time.

3.5 You agree that, subject to 7 days advance notification to you of the amount due to be deducted, the Company may recoup from you by way of deduction from your salary any overpayment or debt as provided in the Handbook including but not limited to:

- any overpayment made to you, including any overpayment of salary and expenses;
- any amount due for settling any outstanding debts to the Company for which you are personally responsible;
- any outstanding costs associated with certification and checks;
- any deduction necessitated by statute;
- absence by reason of any strike action;
- contractual obligations which you have incurred on behalf of the Company without the authority of the Company to make payment to a third party;
- any payments due from you by reason of the Order of a Court or Tribunal;
- any fines incurred by you which the Company has paid on your behalf;
- the cost of making good any loss or damage caused by you to Company property or client property, including materials and equipment.

3.6 You may be asked to carry out additional duties on a one off basis to which you will be paid accordingly. This work is undertaken voluntarily by you and does not form part of your contractual hours of work.

4 NORMAL HOURS OF WORK

4.1 Your normal hours of work may include working on Bank/Public holidays or such hours per week as required by your post with breaks to be taken as designated by your line manager. The actual times of work will vary according to the needs of the business and may involve evening or weekend working. You agree to work such additional hours or, from time to time, lower or no hours in accordance with operational needs. The Company reserves the right to place you on short-time working or lay-off and in those circumstances, you will be paid for hours worked, or in accordance with statutory guarantee pay provisions.

4.2 When travel from your home to another office or site takes longer than the journey to your usual place of employment, you will be expected to leave home earlier and return late without additional remuneration. This includes travel which may from time to time involve staying overnight at or in the vicinity of the alternative work location.

4.3 Where your payslip for hourly work records hours worked in a particular week, there is no contractual obligation on the Company to provide similar hours in any subsequent week.

5 HOLIDAY ENTITLEMENT AND BOOKING

5.1 Unless otherwise set out in your Job Offer Letter, you are entitled to paid leave in accordance with current statutory provisions. All provisions relating to annual leave are set out in the Handbook.

5.2 The Company leave year runs from 1st April to 31st March. You are required to take your annual leave in that period. The Company does not permit leave to be carried over into a subsequent year.

5.3 Holiday pay is calculated at your normal rate of pay and does not include any non-contractual payment such as overtime.

5.4 Upon termination of employment, you will be paid for any unused holiday entitlement or, if you have exceeded the entitlement due up to the date of termination, you agree to the deduction of any excess holiday pay from your final salary payment.

6 SICK PAY

- 6.1 Statutory Sick Pay is paid for qualifying absences caused by illness, subject to your earnings level and compliance with the Company's absence reporting and certification procedures as set out in the Handbook.
- 6.2 The Company has the right to seek an independent medical opinion on your health. It is a condition of your employment that you agree to a medical examination and/or drug and alcohol testing should it be deemed by the Company to be necessary. The Company will pay the cost of any medical examination.
- 6.3 Failure to adhere to any aspect of the Company's policy regarding absence will result in disciplinary action.
- 6.4 The Company reserves the right to terminate your employment subject to any applicable statutory rights by giving you not less than one month's notice in writing if you are absent from work for a period or periods totalling 90 days in any twelve month period.

7 PENSION

- 7.1 Unless otherwise set out in your Job Offer Letter, the Company operates auto enrolment with National Employment Savings Trust (NEST). Further information on how this operates is in the Handbook under section 9. If you need further information about their pensions, please contact NEST on 0300 020 0090 or email support@nestpensions.org.uk.
- 7.2 If you do not join any pension scheme offered by the Company, you will be contracted into the current secondary State Pension Scheme unless other personal pension arrangements have been made or according to current legislative requirements.

8 NOTICE

- 8.1 Unless otherwise stated in your Job Offer Letter, after 1 month's service and up to the satisfactory completion of the probation period as set out in the Job Offer Letter, you are required to give the Company 1 week's notice to terminate your employment.
- 8.2 After 3 months' service or on satisfactory completion of the probation period, whichever is the later, you are required to give the Company 1 month's notice to terminate your employment.
- 8.3 Subject to the provisions of Clause 8.1 and 8.2 above, the Company will give notice of termination of employment as follows:
- Up to the completion of two years' service, one week's notice;
 - For each additional completed year of service, one additional week's notice up to a maximum of 12 weeks.

8.4 The notice periods may be varied by mutual agreement.

8.5 The Company has the right to terminate your employment without notice or payment in lieu of notice in the case of serious incompetence or gross misconduct.

8.6 The Company has the right:

- to require you not to carry out your duties during the period of notice (i.e., to place you on garden leave) or at times when you are at risk of termination of employment;
- to require you to refrain from attending your place of work or other Company or client premises during the period of notice;
- to require to return all or specified items of Company property immediately on you giving or being given notice or being at risk of termination of employment;
- to pay you in lieu of notice.

8.7 If you terminate your employment without giving or working the required period of notice, you agree to the deduction from your final salary of an amount equal to any additional cost of covering your duties during the period not worked. In the event that this amount exceeds your final salary payment, you agree to reimburse the Company the amount due.

9 DISCIPLINARY AND GRIEVANCE PROCEDURE

9.1 The disciplinary and grievance procedures, including provisions relating to suspension, are contained in the Company Handbook.

10 SECURITY AND CONFIDENTIALITY

10.1 You are required to submit to personal searches and/or drug and alcohol testing as deemed necessary by the Company.

10.2 You must not disclose any secrets or other information of a confidential nature relating to the Company or its business, or in respect of any obligation of confidence which the Company owes to any third party, during or after your employment except in the proper course of your employment or as required by law.

10.3 Any documents or tangible items which belong to the Company or its clients which contain any confidential information must not be copied, photographed or retained in paper or any electronic form whatsoever. No such documents or tangible items may be removed from the Company's or its clients' premises at any time without genuine, validated need and proper authorisation. Where such authorisation is given, the prohibition on copying, photographing and keeping applies. Any such document or tangible item must be returned to the Company immediately upon request and/or upon the termination of your employment.

11 INVENTIONS/IMPROVEMENTS/PATENTS

- 11.1 By accepting the terms set out in this Statement, you agree to disclose to the Company any discovery or invention or improvement to an existing invention or process which you have discovered or invented or caused to be improved in the course of your employment, whether or not within working hours or on Company premises.
- 11.2 Any and all improvements, designs or inventions, whether capable of registration or not, made by you during the course of your employment with the Company, shall be the property of the Company and you hereby agree to sign all documents and do all necessary acts required to transfer title in such improvements or inventions to the Company without any additional compensation or payment, save for any expenses or disbursements incurred for the purposes of transferring title to the Company. Nothing in this clause shall affect any rights conferred by the Patents Act 1977, the Copyright, Designs and Patents Act 1988, the Copyright (Computer Programs) Regulations 1992 or any other relevant legislation currently in force.

12 RETURN OF COMPANY PROPERTY

- 12.1 On the termination of your employment or, if the Company so requires, on giving or receiving notice of termination of employment or at any time when the Company deems you may be at risk of termination of employment, you must return all Company property in good order on the date and at the time designated by the Company, failing which you agree to the deduction from your final salary of the value of such items or, if the value of the retained items exceeds the amount of your final salary, the Company will be entitled to recover from you its property or the value thereof.
- 12.2 In circumstances where you are absent from work for any reason, whether or not on grounds of health or on holiday or suspended from work, the Company has the right to require the return of any item of its property which has been entrusted to you, including but not limited to any motor vehicle, computer or mobile telephone equipment, machinery, tools, company materials, uniform and ID Cards.
- 12.3 All Company property must be returned in a state of cleanliness and in good repair.

13 DAMAGE TO COMPANY PROPERTY AND OTHER COSTS

- 13.1 You will be liable for the cost incurred:
- by any loss of or damage to Company vehicles, stock, equipment, materials or property (including non-statutory safety equipment) caused by your recklessness, carelessness, negligence or a deliberate act on your part;
 - by any loss that is the result of your failure to observe Company rules, procedures or instruction;
 - as a result of your negligence or through unsatisfactory standards of work;
 - as a result of the Company's insurer requiring the Company to pay an excess (up to a maximum of £750 for any one claim) in settling an

insurance claim following an accident for which you are held to be liable whilst driving a Company vehicle or using Company equipment or materials;

- of any repair to or replacement of Company equipment for which you are responsible
- Any outstanding balance for CRB costs, PTS costs or other costs incurred by the company
- **AGENCY** If you were employed via an agency the company reserves the right to recover from you the cost of the agency fee should you resign from the company within 3 years of your joining date in the following increments:-
 - Less than 1 years' service -100% recoverable
 - More than 1 year but less than 2 years' service. - 65% recoverable
 - More than 2 years but less than 3 years' service- 30% recoverable

13.2 You agree to reimburse the Company by way of deductions in total or in instalments from your salary for any such required cost and the Company will provide you with advance information of such cost.

13.3 The Company will recover from you by due process, plus any costs thereby incurred, any amounts which remain outstanding on termination of employment and after your last salary payment.

14 MONITORING PERSONAL COMMUNICATIONS

The Company records and monitors all communications received or made via its telephone, e-mail and internet systems for quality control and security purposes. Personal use of Company communication systems is restricted to exceptional circumstances set out in the Handbook. Even if personal use is permitted for any reason, it cannot be excluded from the recording and monitoring procedures.

15 DATA PROTECTION

By signing this Statement you consent to the Company processing your personal data in accordance with the system set out in the Handbook.

16 RESTRICTIVE COVENANT

16.1 You agree that during your employment and for a period of one year after the termination of this Agreement howsoever occasioned, you will not for whatever reason endeavour, whether on your own account or for any other person, firm or company (or seeking any other person, firm or company to do so on your behalf), to entice away any person who was employed by the Company or any client served by the Company at the date of the termination of this Agreement, nor will you seek employment from or otherwise seek to procure business from any client of the Company.

16.2 The parties hereto agree that the foregoing restriction is reasonable in all the circumstances for the protection of the legitimate business interests of the Company.

17 CONTRACTS (RIGHTS OF THIRD PARTIES)

A person who is not a party to the agreement contained in this Statement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term in this Statement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

18 COLLECTIVE AGREEMENTS

No collective agreement directly affects the terms and conditions of your employment.

19 CHANGE OF CONDITIONS OF EMPLOYMENT

The Company reserves the right to change its terms and conditions of employment. Notice of such changes will however be not less than the length of contractual notice required to terminate your employment and will be posted on the Company website. It is your duty to visit the Company website to ascertain current terms and conditions of employment.

20 METAL HEALTH CONTACTS

For Mental Health Policy review Page 24 of the Company Health and Safety Handbook

For confidential support and resources, the following services can be contacted at any time.

NHS	Call 111
Samaritans Emergency	Call 116 123
Mind Infoline	Call 0300 123 3393
Mental Health Foundation	www.mentalhealth.org.uk
Employee Assistance Programme	Call 0800 083 3375 – Username howden
Employee Assistance Programme	www.lap-access.co.uk
Username:	<u>howden</u>
Password:	<u>mentalhealth</u>

Other contacts available on Page 29 of Health and Safety Handbook

21 GENERAL

21.1 The terms of this Agreement supersede any previous representations or agreements whether recorded in writing or otherwise.

21.2 This Agreement shall be construed in accordance with and governed by the Law of England and each party agrees to submit to the exclusive jurisdiction of the English Courts.

21.3 Headings have been included for convenience only and shall not be used in construing any provision herein.

Statement of Main Terms and Conditions of Employment

DECLARATION

I acknowledge receipt of this Statement and confirm that I have read the Statement and the Employee Handbook, which set out the principal rules, policies and procedures relating to my employment.

I understand that the Employee Handbook and other employment documents are located on the Company website www.wettons.co.uk.

By signing the below, I confirm that I have personally and accurately completed the online “Employee Details” form located on the company website at www.wettons.co.uk. I also confirm I have access to, have read and acknowledge receipt of the following:

This Statement of Main Terms and Conditions
The Employee Handbook
The Company Health and Safety Handbook

Signed by the Employee

Name (Print)

Date

Signed on behalf of the Company

Name (Print)

Date

Internal Information (To be completed by Manager)

Online Ref Number: _____

Employee Name: _____

Position: _____

Rate of Pay: _____ per hour

No of Hours: _____ per week

Contracted Days: Mon/Tues/Wed/Thu/Fri/Sat/Sun Start Time: _____ Finish Time: _____

Area : _____

Site: _____

Start Date: _____

APPENDIX A

GENERAL JOB DESCRIPTION

The following job description sets out the duties which the [JOB TITLE] is to provide personally within the company. The lists included for each job description are not exhaustive and further requirements may be added, flexibility in your job will be required.

Cleaning Operative (Cleaner)

Cleaners are responsible for maintaining the cleanliness of the building in which they work by performing various cleaning duties. Duties and hours may vary dependent upon the size of the building and the number of teammates they may be working with. A cleaner may be responsible for any or all of the following tasks. Tasks may also change throughout a cleaner's employment.

Essential Job Functions

Note: *This is not an all inclusive list. Additional duties may be assigned.*

Restrooms Cleans and disinfects sinks, countertops, toilets, mirrors, floors, etc. replenishes bathroom supplies. Polishes metalwork, such as fixtures and fittings.

Floors Sweeps, mops, vacuums, floors using brooms, mops and vacuum cleaners. Other floor work may be required such as: scrubbing, waxing and polishing floors.

Break rooms /Kitchenettes Cleans and disinfects sinks, countertops, tables, chairs, refrigerators, etc. Replenishes break room supplies.

Dust Dusts furniture, equipment, partitions, etc.

Trash Empties wastebaskets and recyclables and transports to disposal area.

Other Duties Cleans rugs, carpets, and upholstered furniture, using vacuum cleaner (hip or back pack). Washes walls and woodwork. Washes windows, door panels, partitions, sills, etc. Minor Maintenance repairs and reporting.

Health and Safety Comply with Health & Safety handbook

Physical Demands

While performing the duties of this job, the employee is regularly required to:

- | | |
|--|---|
| <input type="checkbox"/> Walk and stand | <input type="checkbox"/> Climb |
| <input type="checkbox"/> Bend forward | <input type="checkbox"/> Kneel down |
| <input type="checkbox"/> Crawl | <input type="checkbox"/> Wear a hip/backpack vacuum |
| <input type="checkbox"/> Reach and grasp | <input type="checkbox"/> Push and pull objects |
| <input type="checkbox"/> Repetitive bending and lifting of items | <input type="checkbox"/> Repetitive arm movements |
| <input type="checkbox"/> Lift and/or move up to 25 lbs, sometimes over shoulder. | |

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Supervisor

This applies to all supervisors including Mobile supervisors and site supervisors.

A supervisor will manage a team of Cleaners and/or contractors at either one site or multiple sites and undertake cleaning of those sites to ensure the contract specification is met. They will also ensure the service is to a high standard of cleanliness and hygiene are maintained in line with company procedures. They are also required to ensure Health and Safety as outlined in the Health and Safety handbook.

A supervisor is required to be able to perform the same duties as that of a cleaner if required as well as the job functions below.

Essential Job Functions

Note: *This is not an all inclusive list. Additional duties may be assigned.*

Cleaning Be able to perform the same duties as that of a cleaner

Monitor Check work completed by other meet the standard required

Time Keeping Ensure accurate Time keeping records are kept and stay within budgets allocated.

Training To ensure that all cleaning operatives are adequately trained to an acceptable level, commensurate with the duties they are to perform.

Supplies Ensure adequate supplies of cleaning materials and supplies and these are ordered within budget. In addition re-ordering when needed, ensuring other cleaners have the supplies they need, to meet the sites needs.

Defects Report any defects to a senior member of staff to ensure health and safety procedures are followed and to enable repairs to be carried out.

Document checks. Ensure all pre-employment checks are carried out checking the relevant documentation to enable them to be able to rightfully work in this country. Also check staff have the right CRB checks if required. Checking on site Health and safety records and training records of staff.

Health and Safety Comply with Health & Safety, Fire Regulations and other policies. Carry out other Health and safety checks as directed.

Report any concerns or non-compliance to the company Health and Safety manager.

Physical Demands

While performing the duties of this job, the employee is regularly required to:

- | | |
|--|---|
| <input type="checkbox"/> Walk and stand | <input type="checkbox"/> Climb |
| <input type="checkbox"/> Bend forward | <input type="checkbox"/> Kneel down |
| <input type="checkbox"/> Crawl | <input type="checkbox"/> Wear a hip/backpack vacuum |
| <input type="checkbox"/> Reach and grasp | <input type="checkbox"/> Push and pull objects |
| <input type="checkbox"/> Repetitive bending and lifting of items | <input type="checkbox"/> Repetitive arm movements |
| <input type="checkbox"/> Lift and/or move up to 25 lbs, sometimes over shoulder. | |

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Manager

A manager will manage and provide the operational activity of the various contracts. They will ensure the maintenance and continual improvement of quality standards. They will act as a line manager to all site staff, incorporating various Resource Management issues such as Training, Personal Development, and Disciplinary Procedures. They are also required to ensure Health and Safety as outlined in the Health and Safety handbook.

A manager is required to be able to perform the same duties as that of a supervisor and cleaner if required as well as the job functions below.

Essential Job Functions

Note: *This is not an all inclusive list. Additional duties may be assigned.*

Support Support the site supervisor and staff in ensuring that the site is run with operational quality and financial effectiveness.

Liaise Effectively and courteously liaise with the client on a regular basis. Manage the day to day procedures regarding inspections, quality control and training. Liaise with other team members with reference to relevant issues such as training, maintenance of equipment and records.

Administration Complete all day to day administration requirement, monitor stock levels and distribution. Ensure all appropriate corrective action is conducted, recorded and signed off. Complete payroll timesheets in order to process wages.

Document checks. Ensure all pre-employment checks are carried out checking the relevant documentation to enable them to be able to rightfully work in this country. Also check staff have the right CRB checks if required. Checking on site Health and safety records and training records of staff.

Health and Safety Comply with Health & Safety, Fire Regulations and other policies. Report any concerns or non-compliance to the company Health and Safety manager. Carry out other health and safety checks as directed.

Physical Demands

While performing the duties of this job, the employee is regularly required to:

- | | |
|--|---|
| <input type="checkbox"/> Walk and stand | <input type="checkbox"/> Climb |
| <input type="checkbox"/> Bend forward | <input type="checkbox"/> Kneel down |
| <input type="checkbox"/> Crawl | <input type="checkbox"/> Wear a hip/backpack vacuum |
| <input type="checkbox"/> Reach and grasp | <input type="checkbox"/> Push and pull objects |
| <input type="checkbox"/> Repetitive bending and lifting of items | <input type="checkbox"/> Repetitive arm movements |
| <input type="checkbox"/> Use a computer | <input type="checkbox"/> Use a hand held device |
| <input type="checkbox"/> Lift and/or move up to 25 lbs, sometimes over shoulder. | |

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Other Job descriptions

If you are employed under an alternative job description your main duties will be included in your job offer letter. These lists are not exhaustive and flexibility in your job will be required.

APPENDIX B

WORKING TIME WAIVER

I agree therefore that my working time may exceed 48 hours in each seven-day period as defined in the Regulations. This agreement shall apply from the date of my signature below until further notice. I understand that I may give notice to the Company in writing of my intention to terminate this agreement by writing to the Human Resource Manager giving 3 months notice of such an intention.

SIGNED

DATED

SIGNED FOR THE COMPANY

DATED