

STATEMENT OF MAIN TERMS AND CONDITIONS OF EMPLOYMENT

Between

1. Kacee Warner of 14 Gorefield Place, Kilburn, London NW6 5FG.

And

2. **RAPHAEL CONTRACTING LIMITED** whose Office is situated at Raphael House 123 Roebuck Road Chessington Surrey KT9 1EU (the “Employer”).

This Statement is given to you in accordance with the provisions of the Employment Rights Act 1996 and the Employment Act 2002. Its purpose is not only to comply with the law, but also to clarify arrangements already in existence, and to provide clear guidance to you and the Employer as to each party’s rights and obligations.

1. Commencement

- 1.1 Your employment commences on TBD. (Intention is for you to start sometime in April 2024) Your actual apprenticeship and college tuition will begin as soon as can be agreed with the college.
- 1.2 The first 6 months of your employment with the Employer will be a probationary period of 6 months. At the end of the probationary period your performance and general attitude will be reviewed.
- 1.3 You will provide the Employer with all the documentation required (including a copy of your passport) to enable the Employer to ascertain that you have the legal right to work in the UK.
- 1.4 If the Employer decides, either during or at the end of your probationary period, not to employ you as a permanent member of staff it may give you one week’s notice in writing to terminate your employment.
- 1.5 During the probationary period you are encouraged not to take any holiday unless strictly necessary, and only if specifically authorised by a director of the Employer. This is because your probationary period is a “get to know each other” period and the Employer wants you to be at work for as much of the period as possible. You will accrue holiday entitlement, which can be used if your permanent employment is confirmed, or will be paid to you if your employment is terminated during or at the end of your probationary period.

- 1.6 The provisions of the disciplinary and grievance procedures set out at clause 24 and in the attached document do not apply to you during your probationary period.
- 1.7 The Employer may extend the probationary period at its absolute discretion.
- 1.8 Upon successful completion of the probationary period your employment shall continue until it is brought to an end either by you or the Employer (Clause 5). Upon completion of NVQ Level 2 your performance at both site and college will be reviewed and your suitability for NVQ Level 3 will be determined.
- 1.9 The company will provide you with all necessary training, in particular health & safety, to enable you to undertake your job role. This is mandatory.

2. Continuous employment

- 2.1 No other previous employment counts towards your period of employment with the Employer for any purpose (including calculating a redundancy payment).

3. Retirement

- 3.1 The company does not operate a normal retirement age and therefore you will not be compulsorily retired on reaching a particular age. However, you can choose to voluntarily retire at any time, provided you give the Company the required period of notice of termination of your employment as set out in Clause 5 below.

4. Place of Work

- 4.1 You are required to work at the Employer's various and different customers' premises or sites within the UK as requested by the Employer from time to time.

5. Termination

- 5.1 Except in cases of serious or gross misconduct, notice to be given by the Employer to terminate your employment shall be as follows:

Completed period of service	Notice period
More than 1 month but less than 2 years	1 week
2 years or more but less than 12 years of service	1 week for each completed year
12 years or more	12 weeks

- 5.2 If you decide to leave, the period of written notice you have to give to the Employer to terminate your employment is 1 week regardless of how long you have worked for the Employer.

- 5.3 The Employer reserves the right to require you to take any unused holiday entitlement during any period of notice (whether notice has been given by the Employer or you).
- 5.4 During your employment when you are requested by your manager or a director of the Employer and on your last day of employment you must return to the Employer all items belonging to the Employer or to any of the Employer's clients or relating to the Employer's business or that of any of its clients including, but not limited to, documents and any copies of whatever form, vehicles, tools, phones, correspondence, equipment, computer discs and software, credit cards, keys, passes, lists of clients and books. Failure to return items may result in delays in payment of your final wage/salary, or even deduction from your final wage/salary.
- 5.5 Upon termination of your employment the Employer has discretion to make a payment in lieu of notice. The Employer may deduct a sum equal to payment made for holiday taken in excess of basic holiday entitlement from any sums then owing to you.
- 5.6 The Employer may dismiss you without notice or payment in lieu of notice in cases of gross misconduct.
- 5.7 Raphael cannot automatically guarantee you permanent employment on completion of your apprenticeship.
- 5.8 At any time during any period of notice of termination served in accordance with this clause 5 (whether given by the Employer or you), the Employer shall be under no obligation to assign any duties to you and shall be entitled to exclude you from your place of work and prevent you from contacting any of the Employer's clients/customers or suppliers provided that this shall not affect your entitlement to receive your salary/wages and other contractual benefits during such period.

6. Lay off

- 6.1 In the event that there is a downturn in work and therefore a reduction in the requirements of the Employer for work of a kind which you are employed to do, the Employer reserves the right not to provide you with work (i.e. lay you off and ask you to remain at home without pay) or to reduce your hours of work (i.e. put you on short time and lower pay) for a period of up to 28 days.

7. Appointment

- 7.1 Your job title is Apprentice Carpenter.
- 7.2 You agree from time to time to undertake any additional and/or alternative duties that the Employer may reasonably require to assist the Employer in the efficient running of its business.

8. Hours of work

- 8.1 You will normally be required to work 45 hours per week. These weekly working hours may be varied by the Employer to meet clients' needs and to meet changing business requirements.
- 8.2 Normal working hours are 7.30am to 5.00pm or 8.00am to 5.30pm Monday to Friday (this includes a paid 20 minutes break to be taken between 10.00 am and 10.20am and an unpaid lunch break of 30 minutes to be taken between 1.00-1.30pm. (May vary by site)
- 8.3 You may be required to work outside normal hours or at weekends from time to time but the Employer will always endeavour to give you reasonable notice of this. You will be paid for such work at the following rates:
- Monday – Friday work after 5pm:
 - The first 2.5 hours at time and a half
 - Any additional time at double time.
 - Saturday:
 - Work up to 4pm at time and half
 - Any work after 4pm at double time.
 - Sunday:
 - Double time
 - Continual Night Work
 - Time and a third
- 8.4 Employees on the official company apprenticeship will be paid at their normal rate for time spent studying at college.

9. The 48 hour week

- 9.1 You have agreed that the limit of an average working time of 48 hours including overtime for each 7 day period as set out in Regulation 4 of the Working Time Regulations shall not apply to your employment and by signing this document you confirm your agreement. You may, however, give 3 months' written notice to the Employer to terminate this agreement.

10. Salary

- 10.1 Your salary will be £100.00 per day.
- 10.2 You will be paid on the Friday following the end of the week you have worked in arrears by credit transfer into your bank account.

- 10.3 The Employer will review your rate of pay at its discretion and any variation in rate of pay will be confirmed in writing/shown on your wage slip and shall take effect from the date specified.
- 10.4 You must notify any error in payment of salary/wages to the Employer as soon as you become aware of the error, and you agree that the Employer can then deduct from any future payment due to you the amount of any overpayment made by the Employer to you. Equally, if the error has resulted in an underpayment to you, the Employer will ensure that the amount of any underpayment will be added to your next payment of wages/salary.
- 10.5 You will be paid any allowable expenses you incur in performing your duties including mileage on you completing and submitting expense/mileage claim forms to your manager or a director of the Employer and providing any evidence of the expense incurred requested by the Employer.
- 10.6 You will receive a payslip detailing your gross pay and deductions from this including tax, National Insurance Contributions and any other statutory deduction in force from time to time.

11. Pension

11.1 The Company operates a pension scheme through Aviva and you will be enrolled into this scheme if there is a legal requirement to do so under the current pensions legislation. If you are not automatically enrolled into the scheme you may still be entitled to join. Further details will be provided separately.

12. Salary deductions

- 12.1 You agree that the Employer may deduct from your wages or expenses any money the Employer believes that you owe the Employer. This includes the cost of:
- a. any damage caused by you to the Employer's property,
 - b. property belonging to the Employer which is lost by you,
 - c. paid holidays taken in excess of your entitlement at the termination of your contract of employment, and
 - d. any overpayments of wages or expenses to you.
- 12.2 Any tuition fees paid for by the company during your employment will be deducted from your salary on the following sliding scale should you leave our employ:
- a. Commencement of tuition to 3 years after course completion – 100% of costs.
 - b. 3 to 5 years after course completion – 50% of costs.
 - c. 5 or more years after course completion – 0% of costs.

By signing these terms and conditions of employment you consent to such a deduction being made from any outstanding wages or expenses then owed to you.

13. Holidays

- 13.1 The Employer's holiday year runs from 1st January to 31st December.
- 13.2 In each holiday year your holiday entitlement will be 20 days plus the 8 UK bank or public holidays. It is a requirement of your employment that you take your full holiday entitlement. Your 20 days holiday must be taken at times convenient to the Employer. In the event that you are required to work on UK Public bank holidays you will be paid as normal and receive a day's holiday in Lieu.
- 13.3 You must give notice of at least twice the number of days' you want to take as holiday. When you want to book holiday speak with your manager who will submit a form for head office approval. Once holidays have been approved you can only change the booking by specific agreement with your manager.
- 13.4 The Employer has to ensure at all times that there are sufficient employees available to work and cover for your absence. Unfortunately the Employer may have to refuse your holiday request if your absence would mean there are not sufficient employees to cover for your absence. A first come first served arrangement exists, and you are encouraged to book early with your manager to avoid disappointment.
- 13.5 The Employer will notify you of the days on which the Employer will be closed for compulsory holiday (for example Christmas) and you have to ensure that sufficient of your 20 days' holiday entitlement is reserved for these closure periods.
- 13.6 Approval of holiday requests greater than 10 consecutive working days is at the discretion of the directors.
- 13.7 Holidays must be taken in the holiday year to which they relate. No carry-over or payment in lieu of holiday not taken will be permitted.
- 13.8 On termination of your employment you will be entitled to pay in lieu of unused basic holiday entitlement to the termination date, whether terminated by you or your employer. The Employer may deduct a sum equal to payment made for holiday taken in excess of basic holiday entitlement from any sums owing to you on termination.
- 13.9 The Employer may require you to take holiday at times appointed by the Employer if the Employer considers that continued working may pose a danger to the health and safety of others and/or yourself.

14. Sickness policy

In all cases of absence from work through illness or injury the following rules **MUST** be observed:

- 14.1 Wherever practically possible, you, or if you are not well enough, someone on

your behalf, must telephone your manager and head office, as early as possible, to report that you will not be able to attend work that day, and give a reason (i.e. sickness). If possible you, or the person phoning on your behalf, should try to give an anticipated duration of absence. If you are not able to return the next day, or after the period you anticipated, you must keep the Employer regularly informed.

- 14.2 Immediately following your return to work after a period of absence of less than 7 days (including non working days such as weekends and Bank Holidays) you must confirm in writing to your manager the dates of and reasons for your absence, including details of sickness on non-working days, as this is information required by the Employer for calculating Statutory Sick Pay (SSP) entitlement.
- 14.3 If you are absent from work due to sickness or injury for more than 7 days (including non working days) you must provide the Employer with a medical certificate (ie a fit note from your doctor) on the eighth day of sickness or injury. After that medical certificates must be provided to the Employer to cover all time away from work until your return.
- 14.4 You will receive no pay during the first 3 days of your sickness absence from work. After this time and as long as you comply with the sickness reporting arrangements set out above, you shall be entitled to be paid SSP for the 4th qualifying day (such days being those you are normally required to work but have been unable to so due to your illness/injury) onwards until you become well again, your contract is terminated or the maximum payment period has been reached as set out in the Social Security Contributions and Benefits Act 1992 and Regulations made under this legislation.
- 14.5 If you are away from work for a period of time exceeding 4 weeks (or if records show that you have been frequently away for a day or two at a time) it may be necessary for the Employer to obtain further information about your medical condition (ie more than the limited information contained on your medical certificate). You agree that, if required by the Employer, you will attend a medical or other appropriate examination by a doctor or other medical specialist, so that a report on your condition can be obtained. You also agree that you will consent to that doctor or medical specialist, who may or may not be your own doctor, obtaining access to your medical records from your own doctor. The Employer will pay any expenses incurred in obtaining the report. It may later be necessary to obtain a further updated report from the same doctor or medical specialist, or another, and you agree to co-operate again. This medical information will only be obtained with your consent and for good reason, and you will be shown any letters written by the Employer to the doctor or medical specialist, and their responses/reports. A director of the Employer will then discuss the content of the report with you.

15. Other time off

- 15.1 This is time off work required by you for reasons other than holidays, sickness/injury or in exercise of any of your leave rights under legislation. You will only be permitted to take other time off work with the Employer's

permission. Any requests for other time off work will only be granted at the Employer's discretion and will be unpaid.

- 15.2 The Employer will comply with the law at all times in respect of statutory maternity, paternity and adoption leave rights and other parental rights. Details of such rights can be obtained from your manager or a director of the Employer.

16. What we expect from you

- 16.1 You must comply with all reasonable and lawful instructions and requests of your manager or a director of the Employer and follow the rules and procedures that the Employer has in place and may be issued from time to time. You will make all reasonable efforts to attend work including during periods of bad weather. If you do not attend work and it is deemed not all reasonable efforts have been made then you will either not be paid for that day or you can choose to use any remaining annual holiday entitlement. In any event you will notify the Employer if you are unable to attend.
- 16.2 You must devote your whole time, attention and abilities to your duties during your working hours and take all reasonable steps to preserve and protect the Employer's property, goodwill and reputation.
- 16.3 You must report to any director or manager when required.
- 16.4 You are asked to inform a director if you undertake any other work outside your contracted hours of work. It is important that the Employer is aware of any other work you do, not only so that the Employer can be satisfied that you are complying with clause 16.2 above, but also, from a health and safety point of view, to ensure that you are not working excessive hours and putting yourself and/or other employees at risk.
- 16.5 You are required to inform the Employer if at any time you have been convicted of a criminal offence of any nature (unless the conviction has been spent as defined under the Rehabilitation of Offenders Act 1974). In signing these terms and conditions of employment, you agree that you have told the truth about your criminal record. You must inform the Employer if, at any time during your employment, you are arrested, charged with, summonsed for, or convicted of a criminal offence of any nature and you must truthfully and fully answer any questions the Employer has in this regard.
- 16.6 Smoking cigarettes or tobacco during work hours is restricted to designated areas only and only during break times. The consumption of alcoholic drinks including your breaks and at lunchtimes on your employer's premises is strictly forbidden as is the smoking or taking of drugs other than those prescribed or legally taken for a medical condition. Failure to comply with this clause will result in disciplinary action which could include your dismissal.
- 16.7 You must inform the Employer if you are taking any prescribed or justified non prescribed drugs for any medical reason whatsoever in order that we may

ascertain that there is no danger of drowsiness or other side effects which may impair your ability to do your job safely or otherwise adversely affect your capability.

17. Dress code

- 17.1 The Employer will provide you with protective clothing and equipment [with the exception of protective boots] which must be worn/used at all times during the time you conduct your work and as instructed by your manager or a director of the Employer. Protective boots must be steel half soled and also have a steel toe cap.

18. Driving licence

- 18.1 If your duties involve driving a vehicle you must at all times hold a current full UK driving licence. The Employer must hold a copy of your current driving licence. You must immediately tell the Employer if you are summonsed for or convicted of a driving related offence or if you have a fine for such an offence levied against you.
- 18.2 A conviction for a driving related offence may have an effect on your continuing to be provided with a vehicle and may lead to your dismissal if you cannot perform your duties without driving a vehicle.

19. The Employer's vehicles

- 19.1 If you drive the Employer's vehicles you are responsible for taking all reasonable steps to ensure the vehicle is kept in good condition and driven safely at all times, and for ensuring the vehicle is checked and maintained as required and at the correct intervals.
- 19.2 The Employer may deduct or charge to you the amount of any insurance excess or other reasonable costs should a vehicle be involved in a road traffic accident or damaged in any other way while being driven by you or in your care.
- 19.3 Vehicles are provided for business use and the use of a vehicle may be withdrawn at any time and without notice. Reasonable private use of vehicles is permitted if you are allowed to keep a vehicle out of working hours, but the Employer will only pay for fuel used during business use, subject to receipts being produced when required.
- 19.4 You will report any accident involving the vehicle without any delay to the Employer and the Employer's insurers and will obtain all relevant and lawfully required particulars from any other party to an accident.
- 19.5 You will not permit any other person to drive the vehicle other than as specifically authorised in writing by the Employer.
- 19.6 You do not have the right to be provided with a vehicle for private use under this contract.

- 19.7 If you use your own vehicle for the Employer's business you must have permission to do so and you must ensure that it is insured for that use and provide written evidence of that insurance in the form of a copy of your certificate of motor insurance and your policy document to the Employer.

20. Mobile Phones

- 20.1 It is a criminal offence to use a hand-held mobile whilst driving a motor vehicle. The only exception is if there is an emergency and it would not be safe to stop and call the emergency services.
- 20.2 Any use by you of a mobile phone which would necessitate holding the phone at any point to make or receive a call or other phone function, like sending or recovering a text message or voicemail, whilst the engine is running, is illegal.
- 20.3 If you have a hands-free kit, it is still a distraction to engage in a telephone conversation whilst driving and should be avoided, or kept to a minimum and only when it is absolutely necessary.
- 20.4 Always park your car and turn the engine off before using your mobile phone. If you breach this policy whilst engaged on business for us, it will be treated as a serious breach of discipline. The purpose of this policy is to ensure that neither you nor we commit a criminal offence and to ensure your safety and well-being.

21. Confidentiality

- 21.1 Confidential Information includes, but is not limited to, the Employer's customer/client identities and lists, information about the Employer's customers/clients, other employees, suppliers and prices or any other information which is retained on the Employer's database or which relates to the Employer's business, including business plans, or the Employer's customer's/client's businesses which is not freely available to the public.
- 21.2 You agree that during and after your employment you will not disclose to any person for any purpose whatsoever Confidential Information which has come to your attention during the course of your employment. You will at all times protect and maintain the confidentiality of the Employer's information and that of its clients and may only disclose such information as required by law or as is necessary during the course of your duties with the Employer. You understand that this obligation will continue at all times both during and after termination of your employment unless or until the information has come into the public domain.

22. Restrictions

- 22.1 You agree that you will not during your employment or for a period of 6 months after the termination of your employment for any reason attempt to solicit or accept work for private gain on your own behalf and/or for any other individual, firm, corporation or company from any private individual, firm, corporation or company who within the period of 6 months before the termination of your employment have been a client or customer.

- 22.2 You agree that you will not attempt to interfere with the existing business relations between any client or employee and your employer and at no time during your employment or for 6 months after the termination of your employment for any reason will you approach any other employee of your employer with a view to him or her ceasing to be employed by your employer or for the purpose of enticing away or employing him or her.
- 22.3 You agree that the restrictions set out above are fair and reasonable and necessary to protect the legitimate business interests of your employer. In the event that any part of this clause shall be found by a court to be unreasonable or unenforceable or void that part shall be severed and the remainder of this clause shall be enforceable with such deletion or modification as may be necessary to make it effective and for such period as is found to be reasonable and valid in substitution for the period or periods contained in this clause.

23. Information Technology & Telephones

- 23.1 You are forbidden to load your own software on to computers at work and you must only use software for work purposes.
- 23.2 You must not copy any software or data from the Employer's computers.
- 23.3 You must only use the Employer's computers and telephones for legitimate business purposes. If you receive or make personal calls you must ensure they are kept to a minimum, are of short duration and do not disrupt or inconvenience your colleagues.
- 23.4 You must not send or receive personal emails at work or surf the internet for a reason unconnected with the carrying out of your duties.
- 23.5 The Employer has the right to access and monitor all email messages created, sent, received or stored on the Employer's computer systems.
- 23.6 The Employer may disclose the contents of email messages to other employees and to third parties without obtaining yours or any other person's permission to do so even if the email was created, sent, received or stored by you or if the email message concerns you in any other way.
- 23.7 Any email message created, sent, received or stored on the Employer's systems are not your private property and as such there should be no expectation of privacy in respect of such emails in any circumstances.
- 23.8 Emails and the internet should not be used to create, send, receive or store any material which is pornographic, offensive, disruptive or which infringes copyright. Such conduct will be deemed to be gross misconduct.
- 23.9 Any internet or email misuse in breach of these contractual provisions will lead to disciplinary action being taken against you.

24. Discipline and Grievance procedure

DISCIPLINARY ARRANGEMENTS

The disciplinary procedure normally operated by your employer is set out in the attached document. If you are unhappy with any disciplinary action or a decision to dismiss you then you can exercise your right of appeal under the procedure by application to a Director however the disciplinary procedure is not contractually binding either upon you or upon your employer, who may leave out any or all of the stages of the disciplinary procedure.

GRIEVANCE PROCEDURE

If you have a grievance relating to your employment you should follow the grievance procedure which is set out in the attached document. The person you should raise a grievance with is a Director. However the provisions of the grievance procedure are not contractually binding either upon you or upon your employer.

SUSPENSION FROM WORK

Your employer has the contractual right under this contract to suspend you from work temporarily, paid or unpaid, in circumstances which your employer considers to be particularly serious or where further investigation or consideration appears to your employer to be desirable or any other circumstances where your employer considers your suspension to be necessary. During the period of suspension you will not be entitled to access any of your employer's premises except at the prior request or with the prior consent of your employer and subject to such conditions as your employer may impose.

25 Data protection

- 25.1 The Data Protection Act 1998 provides information, obligations and rights to you and the Employer in respect of the Employer obtaining, holding, recording or using any information about you. By obtaining, holding, recording and using information about you, the Employer will be processing your personal data. You accept that your personal data will be held by the Employer in its manual and automated filing systems.
- 25.2 You consent to the Employer processing your personal data, including your “sensitive personal data” which consists of information as to your racial or ethnic origin, your political beliefs or beliefs of a similar nature, whether you are a trade union member, your physical or mental health condition, your sexual life or the commission or alleged commission by you of any criminal offence, for the following purposes:

- a. To keep adequate records relating to your recruitment, employment, work performance, disciplinary record, sickness record, pension details, wages/salary and other benefits, appraisals and all other information arising out of and in connection with the performance of your contract of employment,
 - b. To properly administer your employment, the Employer's business and any payments made to you during your employment in order to comply with any legal obligations on the Employer (for example administering sick pay, tax and national insurance contributions),
 - c. To determine your fitness to carry out your duties,
 - d. To monitor employees in order to ensure equality of opportunity, and
 - e. In order to deal with any emergency that arises in respect of you or any other person.
- 25.3 The probable recipients of your personal data are the Employer, those authorised by you and /or the Employer to receive your personal data and all others to whom the Employer is legally obliged to disclose the data to or those to whom the Employer deems it necessary or desirable to disclose your personal data for the purposes set out above.
- 25.4 The Employer is not aware of any Countries outside the European Economic Area to which your personal data will or may be transmitted.
- 25.5 You will use your best endeavours to keep the Employer informed of any changes to your personal data.
- 25.6 The Employer will comply with the Data Protection Act 1998 in the way it processes and manages both personal and sensitive data.
- 26. Whole agreement**
- 26.1 This contract is the whole agreement between you and the Employer and supersedes all previous contracts, agreements, arrangements or understandings whether oral or written between the parties. No amendment to this contract will be legally binding unless made in writing and signed by the Employer.

27. Changes to terms of employment

27.1 From time to time either law will change or the way the Employer organises itself or does business will change and it will be necessary to change some of these terms of employment. The Employer therefore reserves the right to make reasonable changes to any of your terms and conditions of employment by giving you not less than one month's written notice of any such change. Such changes will be deemed to be accepted by you unless you notify the Employer of any objection in writing within 2 weeks of receipt of notification of the change.

28. Non enforcement does not waive the Employer rights to enforce this contract

28.1 The Employer's failure to enforce its rights under these terms and conditions of employment immediately following a breach of these terms and conditions by you becoming known to the Employer does not amount to an acceptance of your breach by the Employer or waiver of the Employer's right to enforce its rights so that action against you by the Employer for your breach can be taken at a later date.

29. The English Courts

29.1 These terms and conditions of employment are governed by English law and any dispute that arises out of your employment will be determined by the Courts and Employment Tribunals of England.

To confirm your agreement to the employment with the Employer on these terms and conditions please sign and date both copies of this contract keeping one copy for yourself and the other to be given to the Employer and retained by it.

I, Kacee Warner, have read and understood this contract and hereby agree to employment with Raphael Contracting Limited on the terms and conditions set out above.

Signed (You)..... date:.....

Signed (Employer)..... date:.....

THIS IS A LEGALLY BINDING DOCUMENT