

## **APPRENTICESHIP AGREEMENT**

Dated 14th September 2021

Between COMPANY and MY NAME meeting the requirements of section 1 of the Employment Rights Act 1996 (as amended) and section 32 of the Apprenticeships, Skills, Children and Learning Act 2009.

This Apprenticeship Agreement is made between COMPANY ('the Company') and you and is entered into in connection with a qualifying Apprenticeship Framework. It supersedes any earlier written or oral arrangement between you and the Company.

The headings in this Agreement are for convenience only and shall not affect its interpretation.

### **1 JOB TITLE AND PLACE OF WORK**

- 1.1 The Company will employ you as a Play Leader and under the terms of this Apprenticeship Agreement you undertake to work for the Company as an apprentice in this job role. In your role as an apprentice, you will carry out a 18 month agreed Apprenticeship, with training as set out in your Training Plan which is attached as Appendix 1 to this Apprenticeship Agreement. You agree to be trained on the job by the Company in order to complete your Apprenticeship and to carry out your duties in a faithful, honest and diligent manner and to follow reasonable instructions.
- 1.2 Your supervised job duties and responsibilities are specified in the job description. You will also be required to undertake such duties and responsibilities as may be determined by the Company from time to time. The Company reserves the right to vary your duties and responsibilities at any time and from time to time according to the needs of the Company's business and/or to meet the needs of your Apprenticeship.
- 1.3 Your normal place of work will be at several school locations and If necessary, you will temporarily work at and, if requested, permanently change your normal place of work to any other branch office which the Company has already set up or may set up within a 30 mile radius of your normal place of work. In addition, where necessary to prepare you for achieving a Level Competence Qualification in your Apprenticeship, you are also required to attend the sessions with the Training Provider for approved training on a scheduled basis.
- 1.4 The Company's business premises are no smoking premises and any other premises that it may establish in the future will also be no smoking premises.

### **2 START OF APPRENTICESHIP AND EMPLOYMENT**

- 2.1 Your 18-month Apprenticeship starts on 14th September 2021. You will be on probation for a period of 3 months.

### 3 NOTICE

- 3.1 Your Apprenticeship is envisaged to be for a fixed period of 18 months, unless terminated early by you or the Company, or unless otherwise agreed between the parties (the Company, the Training Provider and you) because you have satisfactorily completed your Apprenticeship and attained the standard necessary for qualification early.
- 3.2 The Company cannot guarantee you a permanent employment position after the end of your Apprenticeship and the Company reserves the right to terminate your employment upon the successful completion of your Apprenticeship. Your employment with the Company is therefore likely to end when your Apprenticeship ends.
- 3.3 At the end of the fixed period of one year, if you have not attained the standard necessary for qualification and completion of your Apprenticeship and the Company does not believe that you are going to meet that requisite standard within a reasonable period of time, your fixed period of employment will not be extended and the Company reserves the right to terminate your employment in accordance with the notice period set out in clause 3.5 below.
- 3.4 Regardless of the fact that your Apprenticeship is for a fixed term, your employment may still be terminated earlier at any time by the Company giving you or by you giving the Company the notice period set out in clause 3.5 below. Alternatively, your employment may be summarily terminated where you are found guilty of gross misconduct.
- 3.5 *Your Apprenticeship Agreement is terminable early by written notice as follows:*
- During any probationary period, your employment may be ended by you giving the Company 6 weeks' notice or by the Company giving you one week's written notice.
  - After the successful completion of any probationary period, your employment may be ended by you giving the Company 6 weeks' notice period. The Company will give you one month's written notice and after four years' service a further one week's notice for each additional complete year of service up to a maximum of 12 weeks' notice.
- 3.6 The Company will not be obliged to provide you with work by placing you on garden leave at any time after notice of termination shall have been given by either party and the Company may, in its absolute discretion, pay your salary entitlement in lieu of all or any part of the unexpired period of notice (subject to deduction at source of income tax and applicable national insurance contributions). Any such payment will consist solely of basic salary as at the date of termination and, for the avoidance of doubt, the payment in lieu of notice shall not include any element relating to any bonus or commission payments that might otherwise have been due, any payment in respect of benefits which you would have been entitled to receive or any payment in respect of any annual leave entitlement that would have accrued during the period for which the payment in lieu is made. You have no right to receive a payment in lieu of notice instead of working your notice period unless the Company exercises its discretion to pay you in lieu under this clause.

- 3.7 If you leave without giving the proper period of notice or leave during your notice period without permission, in addition to not being paid for any unworked period of notice, the Company shall also be entitled as a result of your agreement to the terms of this contract to deduct up to a day's pay for each day not worked during the notice period, provided always that the Company will not deduct a sum in excess of the actual loss suffered by it as a result of your leaving without notice (for example, to cover the additional cost of recruiting a replacement at short notice) and any sum so deducted will be in full and final settlement of the Company's claim for your breach of contract. This deduction may be made from any final payment of salary which the Company may be due to make to you. The amount to be deducted is a genuine attempt by the Company to assess its loss as a result of your leaving without notice. It is not intended to act as a penalty upon termination.

#### **4 HOURS OF WORK AND OVERTIME**

- 4.1 The Company's core opening hours of work are from 7.30am until 9.00pm, Monday to Friday. Your normal hours of work will be your contracted hours between the opening times and days, with 30 minutes break for lunch. You will be required, from time to time, to work additional hours in excess of your normal hours of work as are reasonably necessary for the proper performance of your duties under your Apprenticeship and to meet the needs of the Company's business. This may include occasional evening and weekend work. No extra payment will be made for any additional hours worked, unless expressly authorised by your line manager. You will be contracted to work 30 hours per week during term time and 30 hours per week during the school's holiday. These hours will be your normal hours of work unless otherwise agreed between you and the Company.
- 4.2 Your normal working hours will include working with our external partners on other sports events.
- 4.3 You will also be required to attend the Training Provider on a day release basis during your normal hours of work as and when required in order to prepare you for achieving a Level (*tbc*) Competence Qualification in your Apprenticeship. Attendance at the Training Provider will be as arranged and agreed between the Company, the Training Provider and you and may include attending approved training courses, off-the-job training, approved tests and examinations. Outside your Training Provider attendance dates, you are required to spend all of your normal hours of work at work.
- 4.4 The Company reserves the right to require you to work different hours of work according to the needs of the business, whether on a temporary or a permanent basis. This may involve shorter or longer hours of work, or working on different days of the week or at different times of the day in accordance with operational requirements. It is a condition of your employment that you agree to work different hours if requested to do so by the Company.

#### **5 SALARY**

- 5.1 Upon commencing employment your salary will be £5.00 per hour (which includes payment during any approved training courses with the Training Provider, including approved tests and examinations) payable in equal monthly instalments in arrears on or before the 15<sup>th</sup> day of each month for the calendar month prior to that date. Payment will be made by direct credit transfer to a bank or building society account nominated by you.

- 5.2 If you fail to attend a scheduled approved training course with the Training Provider without authorisation, you must notify the Company immediately and the Company will not pay you for the hours of your non-attendance.
- 5.3 Entirely at the Company's discretion, your salary will be reviewed annually in July. However, a salary review will not necessarily result in a salary increase. There will be no review of your salary after notice has been given by either party to terminate your employment.
- 5.4 In addition to your remuneration, you will be reimbursed all reasonable expenses, properly, wholly and exclusively incurred by you and authorised by your line manager in the discharge of your duties under this Apprenticeship Agreement upon production of receipts or other evidence for them as the Company may reasonably require.

## **6 REVIEW OF PERFORMANCE**

- 6.1 You will be subject to ongoing monitoring and assessment of your training and performance in the workplace. Together with information provided by the Training Provider, this will inform the Company as to your progress and development in your Apprenticeship. You should be aware that the Training Provider also plays a major role in monitoring your training and performance.
- 6.2 The Company will provide you with the means for you to maintain a record of your training under the Training Plan.
- 6.3 In addition, a formal performance review will be carried out in relation to you at least once in each year. The timing of that review will vary depending upon your job and, in any event, is in the discretion of the Company. Details of any review procedures relating to you will be given to you and you are required to comply with them at the time of any review of you in order to assist in making the process worthwhile.

## **7 HOLIDAY**

- 7.1 The Company's holiday year is from September to August which includes statutory and other public holidays and any period during which the Company closes down during the Christmas/New Year period. You will accrue holiday at the rate of 28 days pro rate, per year from the first day of your employment with the Company.
- 7.2 The Company will operate a system that you must follow for obtaining prior approval for holiday plans. Details of that system and of any changes to it from time to time will be made known to you. The Company will try to co-operate with your holiday plans wherever possible subject to the requirements of the Company. However, you must not book holidays until your request has been formally authorised in writing by your line manager.
- 7.3 You must use all of your holiday entitlement by the last day of each holiday year and, unless there are exceptional circumstances, you may not carry your holiday entitlement forward into the next holiday year.

Holiday entitlement not used by the correct date will usually be lost and under no circumstances will payment be made for holiday entitlement that is lost through not being exercised by the correct date.

- 7.4 No more than two weeks' holiday may be taken at any one time without the prior written agreement of your line manager. *Six weeks* notice must be given by you of the proposed date of commencement of any holiday.
- 7.5 In your first and last year of employment, your holiday entitlement will be that proportion of your annual holiday entitlement equivalent to the proportion of the holiday year in question during which you have been employed (to the nearest half-day and assuming that holiday entitlement accrues at an even rate from day to day).
- 7.6 Subject to clause 7.1, on termination of your employment, you will be paid in lieu for any accrued and unused days of holiday entitlement in that holiday year only. Unless required by law, on termination, you have no right to be paid for holiday accrued but not taken in previous holiday years. In addition, during your notice period (whether notice of termination of employment is given by the Company or by you), the Company may require you to take any outstanding accrued days of holiday entitlement that you may have and the Company will not be obliged to give you any minimum notice to take such holiday during your notice period.
- 7.7 If, on termination, you have taken more holiday than you have accrued in that holiday year, you will be required to reimburse the Company in respect of such unearned annual leave and the Company shall be entitled as a result of your agreement to the terms of this Apprenticeship Agreement to deduct the value of the unearned holiday from any final payment of salary made to you.
- 7.8 Should you be incapacitated for work during any period of pre-booked holiday (whether in whole or in part) the Company may in its absolute discretion reimburse the period of holiday entitlement lost due to incapacity provided that you fully comply with your contractual obligations relating to reporting sickness absence and your absence is properly certified.

## **8 COMPASSIONATE LEAVE AND TIME OFF FOR FAMILY EMERGENCIES**

- 8.1 The Company will consider all requests for compassionate leave and time off to deal with family emergencies. If you need to take compassionate leave or time off to deal with a family emergency, you should raise the matter with your line manager and that person will consider your request. There is no contractual entitlement to remuneration for absences relating to compassionate leave or time off to deal with family emergencies. Any payment will be made at the absolute discretion of the Company.

## **9 SICK PAY**

- 9.1 You are not entitled to Statutory Sick Pay ('SSP') during periods of sickness absence – apprentices do not meet the statutory requirements to qualify for SSP.

## **10 REPORTING SICKNESS ABSENCE**

- 10.1 On the first day of any sickness absence you must ensure that your line manager is informed by telephone of your sickness at the earliest possible opportunity. You should also give details of the nature of your illness and the day on which you expect to return to work. You must inform the Company as soon as possible of any change in the date of your anticipated return to work. Full details about sickness reporting procedures can be found in your coaches manual or on the one drive. The policy will be fully explained to you during your induction period and should be followed at all times.
- 10.2 Sickness absence of up to and including seven consecutive days must be fully supported by a self-certificate and thereafter by one or more doctor's certificates provided to the Company on a regular basis during the period of sickness absence.
- 10.3 You must inform your line manager on the first day of your return to work – you will be required to attend a 'return to work' meeting and complete the necessary 'return to work' absence form.

## **11 MEDICAL EXAMINATIONS**

- 11.1 The Company may require you to undergo a medical examination by a medical practitioner nominated by it at any stage of your employment and you also agree to authorise the medical practitioner responsible for the medical examination to prepare a medical report detailing the results of the examination. The cost of any such examination will be met by the Company and you will co-operate in the disclosure of all results and reports to the Company. The Company will only request such an examination where reasonable to do so.
- 11.2 There may also be occasions where the Company considers it necessary to request a medical report on your health from your GP or consultant. Where a medical report is necessary, you will be informed of your rights under the Access to Medical Reports Act 1988 and you will be asked to give your written consent for the Company to contact your GP or consultant to obtain a medical report.

## **12 PENSION**

- 12.1 You will have the right to opt in or opt out of the companies pension scheme depending on whether you meet the required criteria. Based on these criteria you will be sent the relevant information before your first pay roll date.

## **13 RETIREMENT**

- 13.1 The Company does not operate a normal retirement age and therefore you will not be compulsorily retired on reaching a particular age.

## **14 COLLECTIVE AGREEMENTS AND PERIODS OUT OF THE UK**

- 14.1 There are no collective agreements that directly affect the terms of your employment.

14.2 You will not be expected to work outside the United Kingdom for one month or more.

## **15 DISCIPLINARY RULES**

15.1 The Company's disciplinary rules and procedures that apply to your employment are set out in Appendix 2 to this Apprenticeship Agreement.

## **16 GRIEVANCE PROCEDURE**

16.1 The Company's grievance procedures that apply to your employment are set out in Appendix 3 to this Apprenticeship Agreement.

## **17 EQUAL OPPORTUNITIES**

17.1 It is the Company's policy to provide employment, training, promotion, transfer, pay, benefits and other terms and conditions of employment without regard to age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race (including colour, nationality and ethnic or national origins), religion or belief, sex and/or sexual orientation unrelated to an individual's ability to perform essential job functions. It is also the Company's policy to conform to all employment standards required by law.

## **18 LAY-OFFS**

18.1 The Company reserves the right to lay you off or put you on short time working where the needs of the Company's business make this necessary, for example because there is a temporary cessation of or reduction in work or a temporary closure of the workplace.

18.2 In the event that you are laid off or put on short time working, your entitlement to pay on workless days in that period of lay-off or short time working will cease and instead, if you qualify, you will be paid guarantee payments at the prevailing statutory rate during that period in accordance with statutory requirements.

## **19 RESTRICTIONS**

19.1 During your normal hours of work you may not, without the prior written consent of the Company, devote any time to any business other than the business of the Company or to any public or charitable duty or endeavour.

19.2 During the period of your employment you will not, without the prior written consent of the Company, undertake any work or other activity which may prejudicially affect your ability properly and efficiently to discharge your duties and responsibilities or which might interfere with your Apprenticeship training. The decision as to whether or not an activity would have a prejudicial effect shall be in the absolute discretion of the Company.

19.3 You will not at any time either during your employment or afterwards, to the detriment or prejudice of the Company or the Company's customers, use or divulge to any person, firm or company, except in the proper course of your duties during your employment by the Company, any confidential information identifying or relating to the Company, details of which are not in the public domain, or such confidential information or trade secrets relating to the business of any customer of the Company which have come to your knowledge during your employment.

**20 DELIVERY UP OF DOCUMENTS**

20.1 Upon the termination of your employment under this Apprenticeship Agreement for whatsoever cause, you shall forthwith deliver up to the Company all keys and any swipe cards, credit cards, computer hardware or software, books, documents, account records and any other papers which may be in your possession, custody or control and which are the property of the Company or which otherwise relate in any way to the business or affairs of the Company and no copies of the same or any part thereof shall be retained by you. You shall then (if required by the Company) make a declaration that the whole of the provisions of this clause have been complied with.

**21 DEBTS AND OVERPAYMENTS**

21.1 If, on the termination of your employment, you owe the Company money as a result of any loan, overpayment, default on your part or any other reason whatsoever, the Company shall be entitled as a result of your agreement to the terms of this Apprenticeship Agreement to deduct the amount of your indebtedness to it from any final payment of salary which it may be due to make to you.

**22 GOVERNING LAW**

22.1 This Apprenticeship Agreement is governed by, and shall be construed in accordance with, the law of England and Wales.

I hereby confirm that I have read, understood and accept the above Apprenticeship Agreement. I undertake to observe the terms and conditions of employment contained therein.

.....

.....

9/14/2021

Date: .....

Date: .....

**APPENDIX 1 – TRAINING PLAN**



### **Training supervisor**

The Company has appointed Andrew Joinson as your training supervisor and they will be responsible for the Company's obligations under this Training Plan. They will also be your first point of contact for guidance on your Apprenticeship and on this Training Plan on a day-to-day basis.

Your training supervisor may delegate their responsibilities to others but where this is done, you will be given the name of the persons or persons so appointed.

### **Training Plan**

The Company undertakes to provide you with the following *one* year Training Plan in order to enable you to achieve an Apprenticeship:

The Company will ensure you receive adequate work-based training to recognised standards in order to complete your Apprenticeship and obtain a Level Competence Qualification. You will be taught or instructed in the trade or occupation of *sports coaching and delivery* and the Company will ensure that you are given sufficient practical training and appropriate work experience in order to enable you to acquire the necessary skills, knowledge and expertise to practise this trade or profession.

### **Training courses**

This Training Plan shall exist and work in conjunction with any training course contract that you, the Company and the Training Provider are required to enter into to formally register and commence your Apprenticeship to a Level Competence Qualification.

The Company works alongside the Training Provider to deliver approved training to you and you will be required to abide by the terms and conditions laid down by the Training Provider in order to achieve the Level Competence Qualification. Failure to meet those terms and/or College attendance requirements will result in this Apprenticeship Agreement being terminated early by the Company in accordance with clause 3.5. This will include a situation where the Training Provider refuses to deliver any further approved training to you because of your own conduct (whether in failing to meet College attendance requirements, failing to complete required course work, failing to pass required examinations or otherwise) and therefore terminates your course attendance arrangement.

Attendance at the Training Provider will be as arranged and agreed between the Company, the Training Provider and you. You are required to attend all agreed and scheduled training courses, off-the-job training, tests and examinations provided by the Training Provider and you shall, at the request of the Company or the Training Provider, produce for inspection all such certificates, reports and records of attendance, course work and examination results as are issued in respect of your attendance. You also hereby authorise the Company to apply to the Training Provider or other proper authority for copies of all or any of those matters and any other information it may reasonably require in respect of them.

You agree to apply yourself diligently to the acquisition of the knowledge and skills taught by the Training Provider and to use your best endeavours to obtain the Level (*number*) Competence Qualification.

### **Completion of Apprenticeship**

You are expected to achieve the standard required for qualification and completion of your Apprenticeship within the fixed term period.

On completion of your Apprenticeship, the Company shall issue you with a certificate of completion, confirming the date on which your Apprenticeship was successfully completed and setting out details of the Competence Qualifications and knowledge-based qualifications you have attained and skills tests you have passed.

## **APPENDIX 2 – DISCIPLINARY PROCEDURE**

Whilst the Company does not wish to impose unreasonable rules of conduct on its employees, certain standards of behaviour are necessary to maintain good employment relations and discipline in the interest of all employees. The Company prefers that discipline be voluntary and self-imposed and in the great majority of cases this is how it works. However, from time to time, it may be necessary for the Company to take action towards individuals whose level of behaviour or performance is unacceptable.

With the exception of the section entitled 'alternative disciplinary sanction', this disciplinary procedure is entirely non-contractual and does not form part of an employee's contract of employment.

Minor faults will be dealt with informally through counselling and training. However, in cases where informal discussion with the employee does not lead to an improvement in conduct or performance or where the matter is considered to be too serious to be classed as minor, for example, unauthorised absences, persistent poor timekeeping, sub-standard work performance, etc the following disciplinary procedure will be used. At all stages of the procedure, an investigation will be carried out.

The Company will notify the employee in writing of the allegations against him or her and will invite the employee to a disciplinary hearing to discuss the matter. The Company will provide sufficient information about the alleged misconduct or poor performance and its possible consequences to enable the employee to prepare to answer the case. This will include the provision of copies of written evidence, including witness statements, where appropriate.

Having given the employee reasonable time to prepare their case, a formal disciplinary hearing will then take place, conducted by a manager, at which the employee will be given the chance to state his or her case, accompanied if requested by a trade union official, a trade union representative or a fellow employee of his or her choice. The employee must make every effort to attend the hearing. At the hearing, the employee will be allowed to set out their case and answer any allegations and will also be given a reasonable opportunity to ask questions, present evidence, call relevant witnesses and raise points about any information provided by witnesses.

Please note that it is prohibited for employees to record (whether covertly or otherwise) the proceedings at the disciplinary hearing, and at any appeal hearing, without the express permission of the Company. If the Company discovers that an employee has done this covertly, he or she could be subject to further disciplinary action.

Following the hearing, the Company will decide whether or not disciplinary action is justified and, if so, the employee will be informed in writing of the Company's decision in accordance with the stages set out below and notified of his or her right to appeal against that decision. It should be noted that an employee's behaviour is not looked at in isolation but each incident of misconduct is regarded cumulatively with any previous occurrences.

### **Stage 1: Written warning**

The employee will be given a formal WRITTEN WARNING. He or she will be advised of the reason for the warning, how they need to improve their conduct or performance, the timescale over which the improvement is to be achieved, that the warning is the first stage of the formal disciplinary procedure and the likely consequences if the terms of the warning are not complied with. The written warning will be recorded but nullified after six months, subject to satisfactory conduct and performance.

### **Stage 2: Final written warning**

Failure to improve performance in response to the procedure so far, a repeat of misconduct for which a warning has previously been issued, or a first instance of serious misconduct or serious poor performance, will result in a FINAL WRITTEN WARNING being issued. This will set out the nature of the misconduct or poor performance, how he or she needs to improve their conduct or performance, the timescale over which the improvement is to be achieved and warn that dismissal will probably result if the terms of the warning are not complied with. This final written warning will be recorded but nullified after twelve months, subject to satisfactory conduct and performance. However, the Company reserves the right to extend the validity of the final written warning to a maximum of three years in cases of very serious misconduct or where the employee has a history of misconduct issues.

### **Stage 3: Dismissal**

Failure to meet the requirements set out in the final written warning will normally lead to DISMISSAL with appropriate notice. A decision of this kind will only be made after the fullest possible investigation. Dismissal can be authorised only by a senior manager or a Director. The employee will be informed of the reasons for dismissal, the appropriate period of notice, the date on which his or her employment will terminate and how the employee can appeal against the dismissal decision.

### **Gross misconduct**

Offences under this heading are so serious that an employee who commits them will normally be summarily dismissed. In such cases, the Company reserves the right to dismiss without notice of termination or payment in lieu of notice. Examples of gross misconduct include:

- Any breach of the criminal law, such as theft.
- Any unauthorised possession or removal of Company products or property, or property belonging to another employee, client, customer or visitor, fraud (including making fraudulent or false expense claims), deliberate falsification of records, false declarations in connection with employment or applications for employment or any other form of dishonesty.
- Using the Company's property, materials or equipment to carry out work for third parties on a personal basis without permission.
- Misuse of Company benefits, such as improper use of a staff discount card.
- Offering, promising or giving a bribe or requesting, agreeing to receive or accepting a bribe or bribing a foreign public official in connection with employment.
- Wilfully or negligently causing harm or injury to another employee, client, customer or visitor, physical violence, assault, fighting, bullying or grossly offensive, abusive or aggressive behaviour or language.
- Deliberately or negligently causing damage to the Company's property, or to property belonging to another employee, client, customer or visitor.
- Vandalism of, or otherwise intentionally interfering with, the Company's computers or computer or telephone network.
- Causing loss, damage or injury through serious carelessness or gross negligence.
- Dereliction of duty, including sleeping whilst at work and undertaking unauthorised activities during normal working hours.
- Wilful refusal to obey a reasonable management instruction or serious insubordination.
- Serious incapacity at work through an excess of alcohol or illegal drugs, whether consumed on or off Company premises but which affects the employee's ability to carry out their job duties whilst at work.
- Bringing illegal drugs or other illegal substances or items or weapons on to Company premises.
- Smoking on Company premises, other than in designated outside smoking areas.
- Logging on to sexually explicit websites, downloading or circulating pornographic or other offensive, illegal or obscene material or using the internet or e-mail for gambling, illegal activities or the sending of offensive e-mails to work colleagues (in the latter

case, including from the employee's home computer in their own time).

- Engaging in sexual activity on Company premises at any time.
- Posting derogatory, offensive, discriminatory or defamatory comments online (for example, on social media websites) about the Company, its employees, clients or customers or otherwise conducting themselves online in a way that is detrimental to the Company or brings the Company into serious disrepute.
- A serious breach of health and safety rules, including acts or omissions which endanger the safety of another employee, client, customer or visitor.
- A serious breach of security rules.
- Discriminating against, harassing, bullying or victimising another employee, client, customer or visitor because of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race (including colour, nationality and ethnic or national origins), religion or belief, sex and/or sexual orientation.
- A serious breach of confidentiality, including unauthorised access of computer and personnel records and communicating or leaking trade secrets or confidential information about the Company or its employees, clients or customers to third parties.
- Working for a competitor without permission.
- Engaging in an unauthorised activity which conflicts with the interests of the Company or its clients or customers.
- Breaching copyright or any other proprietary interest belonging to the Company.
- Knowingly breaking a legal requirement in connection with employment.
- Bringing the Company into serious disrepute, even if done in the employee's own time.
- Unauthorised absence, including failure to return from a period of annual leave or other approved leave of absence.

The above is intended as a guide and is not an exhaustive list.

### **Alternative disciplinary sanction**

As an alternative to issuing a final written warning or as an alternative to dismissal, the Company reserves the right to demote an employee for a fixed period, but for no longer than [three] months. This will be done by notice in writing to the employee. The Company also reserves the right to impose a reduction in the employee's salary for the period of demotion and the written notice will detail any changes to the employee's terms and conditions of employment arising from such demotion. In particular, the notice will give details of any reduction to salary and/or loss of benefits arising from the demotion.

Where demotion is used as an alternative to summary dismissal for gross misconduct, the Company may also issue the employee with a final written warning.

This section of the disciplinary procedure is contractual.

### **Suspension**

In the event of serious or gross misconduct, an employee may be suspended while a full investigation is carried out. Such suspension will be on full basic pay. Suspension is a neutral act, which does not imply guilt or blame, and will be for as short a period as possible. Suspension is not considered a disciplinary action.

### **Appeals**

An employee may appeal against any disciplinary decision, including dismissal, to a Director of the Company within five working days of the decision. Appeals should be made in writing and state the grounds for appeal. The employee will be invited to attend an appeal hearing chaired by a senior manager or a Director.

At the appeal hearing, the employee will again be given the chance to state his or her case and will have the right to be accompanied by a trade union official, a trade union representative or a fellow employee of his or her choice.

Following the appeal hearing, the employee will be informed in writing of the results of the hearing. The Company's decision on an appeal will be final.

### **Employees with short service**

This disciplinary procedure does not apply to any employee who has been employed by the Company for less than two years.

## **APPENDIX 3 – GRIEVANCE PROCEDURE**

### **Object**

The object of the procedure is to provide an employee who considers that he or she has a grievance with an opportunity to have it examined quickly and effectively, and where a grievance is deemed to exist, to have it resolved, if possible, at the earliest practicable opportunity.

Most issues or grievances can be solved on an informal basis with line managers, and employees should aim to settle their grievances in this way if possible. This procedure is designed to deal with those issues that need to be approached on a more formal basis.

This grievance procedure is entirely non-contractual and does not form part of an employee's contract of employment.

### **Procedure**

If a grievance cannot be settled informally with the relevant line manager, the employee should raise it formally. This procedure has been drawn up to establish the appropriate steps to be followed when pursuing and dealing with a formal grievance.

#### **Stage 1**

In the event of the employee having a formal grievance relating to his or her employment he or she should, in the first instance, put their grievance in writing and address it to their line manager, making it clear that they wish to raise a formal grievance under the terms of this procedure. Where the grievance is against the line manager, the complaint should be addressed to an alternative manager. This grievance procedure will not be invoked unless the employee raises their grievance in accordance with these requirements.

A manager (who may not be the manager to whom the grievance was addressed) will then invite the employee to a grievance

meeting to discuss the grievance and the employee has the right to be accompanied at this meeting by a trade union official, a trade union representative or a fellow employee of their choice. The employee must make every effort to attend the meeting. At the meeting, the employee will be permitted to explain their grievance and how they think it should be resolved.

Please note that it is prohibited for employees to record (whether covertly or otherwise) the proceedings at the grievance meeting, and at any appeal meeting, without the express permission of the Company. If the Company discovers that an employee has done this covertly, he or she could be subject to disciplinary action.

Following the meeting, the Company will endeavour to respond to the grievance as soon as possible and, in any case, within five working days of the grievance meeting. If it is not possible to respond within this time period, the employee will be given an explanation for the delay and be told when a response can be expected. The employee will be informed in writing of the Company's decision on the grievance and notified of their right to appeal against that decision if they are not satisfied with it.

## **Stage 2**

In the event that the employee feels his or her grievance has not been satisfactorily resolved, the employee may then appeal in writing to a more senior manager or to a Director of the Company within five working days of the grievance decision. The employee should also set out the grounds for their appeal.

On receipt of such a request, a more senior manager or a Director (who again may not be the person to whom the appeal was addressed) shall make arrangements to hear the grievance at an appeal meeting and at this meeting the employee may again, if they wish, be accompanied by a trade union official, a trade union representative or a fellow employee of their choice.

Following the meeting, the senior manager or Director will endeavour to respond to the grievance as soon as possible and, in any case, within five working days of the appeal hearing. If it is not possible to respond within this time period, the employee will be given an explanation for the delay and be told when a response can be expected. The employee will be informed in writing of the Company's decision on their grievance appeal.

This is the final stage of the grievance procedure and the Company's decision shall be final.

## **Disciplinary issues**

If an employee's complaint relates to his or her dissatisfaction with a disciplinary, performance review or dismissal decision, they should not invoke the grievance procedure but should instead appeal against that decision in accordance with the appeal procedure with which they will have been provided.

To:

Date: 14.09.2021

Dear,

MY NAME

I,

am employed by COMPANY in the position of Sports Coach COMPANY, COMPANY ADDRESS.

In consideration of the disclosure to COMPANY and myself of certain information (as specified below) prepared, owned and/or used by COMPANY, I hereby agree to abide by the terms of this letter with respect to the holding in confidence of information emanating from COMPANY.

As used in this letter, the term "confidential information" shall mean any information emanating from COMPANY which relates to COMPANY, its business, know how, operating procedures, customers, franchisees or suppliers, in any form, and not in the public domain, including any complications or otherwise public information in a form not in the public domain.

It is understood that the term "confidential information" is not meant to include any information obtained in the following manner:-

- (a) Information which, at the time of disclosure, is in the public domain;
- (b) Information which, after disclosure, enters the public domain unless the entry of that information is as a result of any breach of this Agreement.

I acknowledge that COMPANY has a proprietary interest in maintaining the confidentiality of the confidential information, and therefore agree that I will not disclose, use, or permit the use of the confidential information for any purpose, at any time, in any way, except as necessary for the proper performance of my contract of employment with COMPANY and then only in such a manner as to protect the confidentiality of the confidential information.

Upon demand in writing by COMPANY, I agree to return any confidential information emanating from it or prepared by COMPANY based on information provided by COMPANY.

I acknowledge that COMPANY has provided to both me and COMPANY information, guidance and business insights which may be difficult to establish precisely and accordingly COMPANY is entitled to protection against the misuse of such information, guidance and insights by the covenants set out below with which I hereby agree to comply:-

On termination of my employment I shall not:-

1. for a period of nine calendar months from termination engage in, be employed by or be concerned or interested directly or indirectly in any business which competes with the COMPANY business or in any business similar to the COMPANY (in either case as the COMPANY business was operated immediately before termination of my employment) within 30 miles from the premises where I was employed;
2. for a period of twelve calendar months from termination engage in, be employed by or be concerned or interested directly or indirectly in any business which competes with the COMPANY] business or in any business similar to the COMPANY (in either case as COMPANY business was operated immediately before termination of my employment) from the premises where I am employed;
3. for a period of nine calendar months from termination engage in, be employed by or be concerned or interested directly or indirectly in any business which competes with the COMPANY or in any business similar to the COMPANY business (in either case as the COMPANY business was operated immediately before termination of my employment) from premises which shall include schools, playing fields and any other establishments where I performed my sports coaching services for the COMPANY in the prior twelve calendar months;
4. for a period of twelve calendar months from termination engage in, be employed by or be concerned or interested directly or indirectly in any business which is similar to the COMPANY business (as COMPANY business was operated immediately before termination of my employment) from premises where other COMPANY franchisees and/or their employees performed sports coaching services in the prior twelve calendar months and I further acknowledge that it is my obligation to check with COMPANY to establish where such premises may be;
5. for a period of twelve calendar months from termination solicit for the purposes of a competing business to the COMPANY business as the COMPANY business was operated immediately before termination of my employment the custom of any person, firm or company that has been a customer of the COMPANY at any time in the twelve calendar months period prior to termination;



6. for a period of nine calendar months from termination solicit for the purposes of a competing business to COMPANYS' (as the COMPANYS' business was operated immediately before termination of my employment) the custom of any person, firm or company that has been a customer of COMPANY or any of its franchisees at any time in the twelve calendar months period prior to termination subject only to COMPANY notifying me that a customer I have approached was a customer to whom this paragraph applies;
7. for a period of twelve calendar months from termination solicit, interfere with or endeavour to entice away or employ any employee of COMPANY or any of COMPANY franchisees (including COMPANY Ltd) or any employee which in the period of six calendar months before the said termination was an employee of the Franchisee's business.

I further acknowledge I have been given a full induction from COMPANY and have been provided with an employee manual. I agree to abide and operate by the practises set out in the manual and will adhere to all policies and procedures within.

**IN WITNESS** of the above, I have executed this Agreement as a deed on the day and year first before written.

**SIGNED** as a deed by: (Print Name & sign)  
.....

in the presence of:-

Witness signature:-

Witness name:-

Witness address:-

## Training agreement

The following agreement is between COMPANY (the company) and yourself

I understand that the company will pay for training that I require for my role as an Activity Professional.

I understand that it is my responsibility to check the prices laid out below and ensure that I am happy with them

I agree to refund all payments should I leave the company for any reason following the financial breakdown below:

\* If I leave within 0-12 months of the training I will repay 100% of the costs\* If I leave within 12-18 months of the training I will repay 75% of the costs

\* If I leave within 18-24 months of the training I will repay 50% of the costs

I understand the company will invest an initial £500 into my induction into the Sports industry and my ongoing professional development for the first three months. I understand this will be part of the training agreement and will be part of the above terms if I leave.

Training	Training cost	Cost of travel & accomodation	Date of training (office use only)
DBS *	£55		14.09.2021
First Aid (renewed every two years) **	£35		14.09.2021
Child Protection (renewed every two years) **	£25		14.09.2021
PESS Level 2 **	£300		
Multi Sports Level 2 **	£200		
Principles of coaching Level 2 **	£100		
Dodgeball	£100		
Gymnastics	£215		
Fencing	£75		
ICE / Activators (cost per module / course)	£45		
PESS Level 3	£400		
Food hygiene Level 2	£30		
Mitigation and Infection Control	£80		

**\* DBS PAYMENT & UPDATE SERVICE:**

Your DBS will be valid for three years however COMPANY. will only pay for your DBS once. After this is paid for this will give you access to the update service which is the only thing that you will have to sign up to and pay for yourself.

It is currently £13 per year, can be set up on an automated annual membership and must be done within 28 days of the issue date on your DBS. Failure to sign up for this or keep this activate each year will result in your having to pay for your DBS when it expires after 3 years.

\*\* These are mandatory training courses for any external provider working in schools. If you do not already have these qualifications then the company will pay for them however this will be in your own time meaning this will be unpaid.

<b>Name:</b>	
<b>Signed:</b>	
<b>Date:</b>	