#### ***CONTRACT OF EMPLOYMENT***

This statement dated {{other.today}}[ADD DATE] meets the requirements of the Employment Rights Act 1996. It is the Statement of Initial Employment Particulars relating to the Contract of Employment of the person named below and supersedes any previous such statements or contracts.

***Name of Employee:* {{employee.fullname}}{{employee.fullname}}**

***Name of Employer:*    {{company.client\_legal\_name}}M&N HEALTHCARE**

***Address of Employer:*** **Suite 4, Avebury House{{company.address1}}Suite**

**55 Newhall Street {{company.address2}}555555**

**Birmingham**

**West Midlands {{company.address4}}West**

**B3 3RB**

***Start date:*** {{job.startdate}}{{job.startdate}}

***Continuous employment***

The date on which your continuous employment began is {{company.continuous\_employment}}the same as shown above.

***Job title:*** {{job.name}}{{job.name}}

The {{company.contract\_business\_known\_as}}Company may from time to time require you to undertake additional or other duties as the Company may reasonably require or as necessary to meet the needs of the {{company.contract\_business\_known\_as}}Company on a short term basis e.g. holiday or sickness cover.

You warrant that you are entitled to work in the UK without any additional approvals and will notify the Company immediately if you cease to be so entitled at any time during your employment with the Company.

***Probationary period***

New employees join the {{company.contract\_business\_known\_as}}Company on a {{company.prob\_length}}six month probationary period.

During and/or at the end of your probationary period you may be asked to attend employment reviews to discuss your overall work performance. Absence, timekeeping and general attitude may also be taken into account. If the {{company.contract\_business\_known\_as}}Company is satisfied that you have reached the required standard, including gaining the Care Certificate, your employment status will be confirmed.

If you have not reached the required standard, your employment will be terminated with the required notice.

The {{company.contract\_business\_known\_as}}Company reserves the right in borderline cases to extend the probationary period, in the hope that a further period will enable you to reach the required standard. A subsequent employment review will be held and a decision made. Your employment will then either be confirmed or terminated with the required notice.

***Disclosure and Barring Service (DBS) check***

Your employment is conditional upon a satisfactory DBS check and upon you joining the DBS Update Service within the notified timescale. Joining the Service is your own responsibility and at your own cost, and failure to do so may result in the termination of your employment.

You are also expected to fund the cost of your initial DBS check.

A more detailed explanation is contained in the Employee Handbook.

***Place of work***

You will be based from {{company.based\_from}}your home and will be required to work at various locations as directed by the {{company.contract\_business\_known\_as}}Company to meet the needs of the business.

The Company reserves the right to vary your normal place of work to such other place as we may reasonably determine.

You will not be required to work outside the UK.

***Pay arrangements***

Your rate of pay is £{{salaryhistory.payinpounds}}{{salaryhistory.payinpounds}} {{company.rate\_per}}an hour.

Payment is made {{company.pay\_period}}monthly, in arrears, {{company.how\_paid}}directly into your bank/building society {{company.when\_paid}}on the 5 of each month.

If a mistake is made in the payment of any monies due, the {{company.contract\_business\_known\_as}}Company expects to be notified immediately. The error will normally be corrected at the next available opportunity.

Sleep-in payment:

You {{company.sleep\_are\_may}}may be required as part of your duties to sleep in, in which case a payment of £50  for each overnight sleep-in will be made.

The Company shall be entitled to deduct from your salary or other payments due to you any money which you may owe to the Company at any time.

***Benefits***

Other than any benefits within this contract, you are not entitled to any further benefits during your employment.

***Hours of work***

The {{company.contract\_business\_known\_as}}Company‘s opening hours are from:

Monday Tuesday Wednesday Thursday Friday Saturday Sunday {{company.time\_from}}05:00 am to {{company.time\_to}}00:00 am

Your hours of work are variable each week as rostered, to meet the needs of the {{company.contract\_business\_known\_as}}Company and to suit your availability.

Where your working day exceeds six hours you will be entitled to {{company.break\_pay}}an unpaid break of {{company.break\_mins}}60 minutes.

There is no guarantee of any hours in any given week.

***Out of hours responsibilities***

As part of your normal duties you are required to undertake specific duties relevant to your position including mandatory training, which may be outside of your normal working hours as follows:

Work-based training:

It is essential that you are kept up to date with the ongoing changes and skills required in respect of your position. Therefore it is a condition of employment that time is spent undertaking work-based training that ensures compliance with Regulations. You will be paid to attend any training where this falls outside your normal working hours or alternatively you will be granted time off in lieu.

***Timesheets***

You are required to complete timesheets on a daily basis to confirm the number of hours worked. These must be submitted to {{company.timesheets\_to}}the Director no later than {{company.timesheets\_by}}Monday by 12 noon of each week for the previous week’s work. Failure to adhere to this procedure will affect wages paid for that week, as an estimate will be made based on a minimum number of hours. Any shortfall will only be corrected at the next pay period following production of a valid timesheet.

***Holiday entitlement***

The holiday year runs from {{company.hol\_from}}1 January to {{company.hol\_to}}31 December. Full-time employees are entitled to {{company.total\_hol\_ent}}5.6 weeks' holiday a year, inclusive of any bank/public holidays that they may be permitted to take, calculated at the rate of {{company.hol\_fraction}}1/52nd for each complete {{company.hol\_rem\_worm}}week of service remaining in the current holiday year.

During your first year of service, however, your entitlement to take holidays will accrue on the first day of each month of that year at the rate of 1/12th of the annual entitlement. Where the current accrual includes a fraction of a day other than a half-day, the fraction will be treated as a half-day if it is less than a half-day and as a whole day if it is more than a half-day.

There is no additional entitlement to bank/public holidays.

You will be required to work on any bank/public holiday that falls on your rostered working days.

If you are required to work on a bank/public holiday you will be paid at your normal rate and retain your holiday entitlement to take at another time.

Part-time employees are entitled to pro-rata holidays.

A more detailed explanation is contained in the Employee Handbook.

***Holiday pay***

As you do not have normal contractual hours your holiday pay will be averaged over the 52 worked weeks preceding the holiday.

On termination of employment holidays will be calculated in proportion to the full entitlement. If you have taken less than this entitlement the surplus holiday pay will be added to your final pay. If you have taken more than this entitlement the excess holiday pay will be deducted from your final pay.

***Sickness absence***

The {{company.contract\_business\_known\_as}}Company is required to pay Statutory Sick Pay for certain periods of sickness absence. Payment may be made to eligible employees for periods of absence of four days or more. There is a maximum period of 28 weeks payment in one period of incapacity for work.

A more detailed explanation is contained in the Employee Handbook.

***Other paid leave***

You may be eligible to take the following types of paid leave, subject to any statutory eligibility requirements or conditions and the Company's rules applicable to each type of leave in force from time to time:

* + 1. statutory maternity leave;
    2. statutory paternity leave;
    3. statutory adoption leave;
    4. shared parental leave; and
    5. parental bereavement leave.

Further details of such leave are available on request and the Company may replace, amend or withdraw the Company's policy on any of the above types of leave at any time.

***Disciplinary procedure and rules***

Should your conduct or performance fall below the standards required then disciplinary action may be taken. This procedure does not form part of your contract of employment and the Company may amend it at any time. This procedure is designed to help and encourage employees to achieve and maintain the {{company.contract\_business\_known\_as}}Company's standards of conduct and performance and should be looked upon as a corrective process.

A more detailed explanation of the procedure and rules is contained in the Employee Handbook.

***Disciplinary appeal procedure***

You have the right to appeal at any stage in the disciplinary procedure if you are dissatisfied either with a disciplinary decision made against you or the level of penalty imposed. You should do this in writing to {{company.contract\_disc\_appeal\_to}}the Director within five days of receiving your confirmation of discipline letter.

A more detailed explanation of the procedure is contained in the Employee Handbook.

***Grievance procedure***

If you have any grievance relating to your employment, you should raise it with {{company.contract-grieve-with}}the Director in the first instance. If you want the grievance to be dealt with formally, you must raise it in writing. This procedure does not form part of your contract of employment and the Company may amend it at any time.

A more detailed explanation of the formal procedure is contained in the Employee Handbook.

***Pension scheme***

The {{company.contract\_business\_known\_as}}Company does not operate a pension scheme but you will be enrolled into an ‘auto-enrolment’ pension 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.

***Collective agreements***

There are no collective agreements directly affecting your terms and conditions of employment.

***Notice periods***

Notice period to be given by the employee to the employer

Less than one month’s service – one week.

One month’s service or more – two week’s written notice to the employer.

Notice to be given by the employer to the employee

The {{company.contract\_business\_known\_as}}Company has the right to serve notice of termination of your employment at any time in accordance with the notice provisions below.

Less than one month’s service – one week.

One month’s service but less than two years – two weeks.

Two years’ service or more – two weeks for each complete year of service up to a maximum of 12 weeks.

General

If you leave without giving and working your full notice, any additional cost in covering your duties during the notice period not worked will be deducted from any termination pay due to you.

The {{company.contract\_business\_known\_as}}Company may require you to take some or all of any outstanding holiday entitlement that you may have during your notice period.

***Pay in lieu***

It is agreed that the {{company.contract\_business\_known\_as}}Company may terminate your employment with immediate effect on notification that a payment in lieu of notice is to be made to you. You shall not be entitled to any benefit other than pay in respect of any period for which payment in lieu is to be made.

***Garden leave***

The {{company.contract\_business\_known\_as}}Company reserves the right to require you to remain away from your place of employment for all or part of your notice period, with or without work, whether you or the {{company.contract\_business\_known\_as}}Company gives notice. You must accept that whilst still employed by the {{company.contract\_business\_known\_as}}Company on notice either at home or on {{company.contract\_business\_known\_as}}Company premises you must not work for any other company, firm, person or business.

***Lay off/short time working***

The {{company.contract\_business\_known\_as}}Company reserves the right to lay off employees or to introduce short-time working should this be required by a downturn in work or other needs of the business.

A more detailed explanation of the procedure is shown in the Employee Handbook.

***Confidentiality***

The {{company.contract\_business\_known\_as}}Company operates a strict policy on confidential information regarding its employees, its service users and their families. The nature of our business means that our standards and measurement of success depends on information remaining confidential.

This information includes, but is not limited to:

* service users’/relatives’ records,
* personal data relating to prospective, current or past employees,
* marketing policies or pricing information in relation to the {{company.contract\_business\_known\_as}}Company,
* medical records (internal and external),
* accounts information,
* medical or technical information.

You will not (except in the proper performance of your duties) either during your employment or at any time after its termination for whatever reason without the prior written consent of the {{company.contract\_business\_known\_as}}Company or as required by law, either directly or indirectly:

* disclose any confidential information to any person,
* use any confidential information for your own benefit or for the benefit of any other person, company or other undertaking,
* knowingly permit or enable any person (including yourself) to acquire or to make use of any such confidential information for any purpose in a manner which may cause loss or damage to the {{company.contract\_business\_known\_as}}Company.

For the avoidance of doubt, this includes all service user information relating to their activities during their time with us, including their medical, financial or family records.

With respect to any confidential data (including personal data) disclosed to or accessed by you, you must ensure that you notify the {{company.contract\_business\_known\_as}}Company of any unauthorised or unlawful processing or any accidental loss, destruction, damage, alteration or disclosure of personal or confidential data as soon as you become aware and keep the {{company.contract\_business\_known\_as}}Company informed of any related developments.

The {{company.contract\_business\_known\_as}}Company will regard any breach of confidentiality or of its confidentiality policy (see separate document) as a disciplinary offence and serious breaches will lead to dismissal without notice for gross misconduct.

***Restrictive Covenants***

The definitions in this clause apply in this agreement.

**Capacity**: as agent, consultant, director, employee, owner, partner, shareholder or in any other capacity.

**Restricted Business:** those parts of the business of the Company with which you were involved to a material extent in the 12 months before Termination.

**Restricted Client:** any person who, during the 12 months before Termination, was a client or prospective client of the Company and with whom you had contact in the course of your employment with the Company.

**Restricted Person:** anyone employed or engaged by the Company and with whom you had contact in the course of your employment with the Company.

**Termination:** the termination of your employment with the Company howsoever caused.

In order to protect the confidential information and business connections of the Company to which you have access as a result of your employment with the Company, you covenant with the Company that you shall not:

* + 1. for 12 months after Termination, have contact with any Restricted Client or solicit or endeavour to entice away from the Company the business or custom of a Restricted Client with a view to providing goods or services to that Restricted Client in competition with any Restricted Business;
    2. for 12 months after Termination in the course of any business concern which is in competition with any Restricted Business employ or engage or otherwise facilitate the employment or engagement of any Restricted Person;
    3. for 6 months after Termination, be involved in any Capacity with any business concern which is (or intends to be) in competition with any Restricted Business;
    4. for 12 months after Termination, be involved with the provision of goods or services to (or otherwise have any business dealings with) any Restricted Client in the course of any business concern which is in competition with any Restricted Business; or
    5. at any time after Termination, represent yourself as connected with the Company in any Capacity, other than as a former employee, or use any registered names or trading names associated with the Company.

None of the restrictions above shall prevent you from:

* + 1. being engaged or concerned in any business concern, provided that your duties or work shall relate solely to services or activities of a kind with which you were not concerned to a material extent in the 12 months before Termination; or
    2. being engaged or concerned in any business concern insofar as your duties or work shall relate solely to geographical areas where the business concern is not in competition with any Restricted Business.

The restrictions imposed on you above apply to you acting:

* + 1. directly or indirectly; and
    2. on your own behalf or on behalf of, or in conjunction with, any firm, company or person.

Each of the restrictions above is intended to be separate and severable. If any of the restrictions shall be held to be void but would be valid if part of their wording were deleted, such restriction shall apply with such deletion as may be necessary to make it valid or effective.

***Conflict of interest***

During your employment you will be expected to devote the whole of your working time and attention to the {{company.contract\_business\_known\_as}}Company’s business and to use your best endeavours to promote the {{company.contract\_business\_known\_as}}Company’s general interest.

If required to do so you must provide details of any relationships with any of the {{company.contract\_business\_known\_as}}Company’s service users or suppliers and comply with any reasonable instructions given to you by the {{company.contract\_business\_known\_as}}Company on such relationships.

You agree that you will not during your employment under this contract, whether directly or indirectly solely or jointly and whether on your own behalf or on behalf of any other third person, firm or company, be engaged in or concerned with any other trade or business which provides care services.

***Other terms and conditions of employment***

Any agreed amendments that materially alter the terms and conditions contained in your contract will be notified to you in writing and shall take precedence over the terms in this statement.

Issued by ……………………………………………………. (for Employer)

Signed …………………………………………………………

Date {{other.today}}[ADD DATE][ADD DTE

Received by {{employee.fullname}}{{employee.fullname}} (Employee)

I agree to the above terms and confirm I have read and understood the Company’s Employee Handbook and I am willing to abide by the rule policies and procedures contained therein.

Signed …………………………………………………………

Date ……………………………………….