**STATEMENT OF MAIN TERMS OF EMPLOYMENT**

The basic terms and conditions of your employment are as set out in this Statement of Employment Particulars, your offer letter, the Employee’s Handbook (the “Handbook”) and the Employer’s policies, procedures and rules as may be introduced and/or amended from time to time. Together these documents incorporate the written particulars of employment required to be given to you by statute. There are no collective agreements affecting your terms and conditions of employment.

# PARTIES TO THIS CONTRACT

1. EMPLOYER NAME
2. EMPLOYER ADDRESS
3. EMPLOYEE NAME,
4. EMPLOYEE ADDRESS

# CONTINUOUS EMPLOYMENT

## Any work undertaken by you which occurred prior to the commencement of employment under this contract, does not count as part of your continuous period of employment.

# DISCLOSURE AND BARRING SERVICE (DBS) CERTIFICATES

## Your employment is conditional upon the provision and upkeep of a satisfactory DBS check of a level appropriate to your post. You will be required to consent to subsequent DBS check from time to time during your employment as deemed appropriate by us.

## In the event that such certificate(s) are not supplied, or information is discovered in the certificate which shows you to be unsuitable for the position your employment with us will be terminated.

## During your employment, you are required to immediately report to us any convictions or offences with which you are charged, including traffic offences.

# JOB TITLE AND PLACE OF WORK

## You are employed as a Personal Assistant / Support Worker commencing on (DATE)-……………………………………………………………..

## Your main duties and responsibilities are set out in your job description and will be explained to you on commencement of employment.

## Your usual place of work will be at (ADDRESS)- ………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………… There may be times when you will be required to accompany the Employer to other destinations within your working hours.

## If you are required to assist the Employer on holiday, this will be individually negotiated with you. You may be asked to work outside the UK for a period not exceeding one month.

## The Employer may from time to time, require you to carry out other duties either on a temporary or permanent basis, and you will be notified accordingly should the Employer’s needs be subject to change.

## You will be provided with supervision and support on a regular basis. Training, as appropriate, will be provided.

## This post is funded by a Direct Payment and is therefore reliant on (DIRECT PAYMENT ORGANISATION) ……………………………………………………………………………………………………….. committing finance each year. An annual review of the hours that you are contracted to will take place to determine what funding is available in order to agree the contracted hours.

## You are not expected to work outside the UK for more than one month.

# PROBATIONARY PERIOD

## There will be a probationary period of 12 weeks. Towards the end of this period, a probationary review meeting will take place.

## If the Employer believes your duties have been carried out to a satisfactory standard during the probationary period, you will be deemed to have successfully passed your probation period.

## Alternatively, the probationary period may be extended by up to a further 12 weeks and you will be informed of this if this is the case.

## Your contract may be terminated by the Employer during the probationary period. During this period, you will be entitled to one week’s notice of termination after one month’s continuous service.

# HOURS OF WORK

## You are contracted to work a minimum of (NUMBER)………………………………………………… hours per week.

## NUMBER hours during weekdays;

## NUMBER hours during weekends;

## NUMBER sleepover hours.

## You must complete a (WEEKLY/MONTHLY) ………………………………………………………………… time sheet to be submitted to the Employer no later than (INSERT) ………………………………………………………… in order your wages can be processed accurately. Payment will be delayed if the time sheet is submitted after this date.

## It is the nature of this employment that you are required to work additional hours as necessary and these hours will be subject to change depending on the needs of the Employer. You will be given as much notice of any changes as is reasonably practicable.

## The Employer reserves the right to vary your start and finish times and number of hours worked on any given day. You may be required to work hours including weekends and bank holidays according to the Employer’s needs.

## You shall not be permitted to work overtime if your hours would exceed 48 hours per week averaged over a 17-week reference period, unless you have signed the opt-out agreement annexed to this contract.

## You are required to make yourself available to cover shifts of absent Employees through sickness and holidays. You will be provided with reasonable prior notice of any occurrences in which you are required to cover such shifts.

## You must phone and advise the Employer as soon as possible if you are likely to be more than ten minutes late for your shift. Persistent lateness is not acceptable and will result in disciplinary action, which may ultimately result in your dismissal.

## Sympathetic consideration will be given to a request for absence from work on compassionate grounds. Each case will be treated on its merits and may be granted with or without pay at the Employer’s sole discretion.

# RATES OF PAY

## Your rate of pay is:

## Rate per hour: £

## Rate per night: £

## Night rates are applied for full shifts worked between 10pm and 8am.

## You will be paid (MONTHLY/WEEKLY) ………………………….. in arrears each (MONTH/WEEK) ……………………………….., directly into your bank or building society account.

## The Employer shall be entitled to deduct from your salary or other payments due to you any money which you may owe to the Employer at any time. Examples include, but are not limited to:

### loans, overpayment of wages or expenses or other advances that have been made to the Employee for whatever reason;

### unaccrued holiday or time off in lieu;

### damage or loss sustained by the Employer which is attributable to the Employee’s intentional or negligent acts or omissions or to the Employee’s dishonesty;

### the cost of recovery or replacement of any of the Employer’s property in the Employee’s possession or control which the Employee fails to return on termination of employment or at the Employer’s request; and

### charges, fines or penalties for any parking, speeding or other driving offence incurred by the Employee whilst using a personal or work vehicle.

## You will be paid as per the current statutory entitlement maternity, paternity, adoption or shared parental pay. Please inform the Employer as soon as possible if the scenario arises whereby you would be entitled to such pay.

## Payment will not be made for any hours where you have been absent from work without express consent. This applies to hours comprising a whole or part of a shift.

## You will not be paid for any overtime worked that has not been expressly agreed with the Employer in advance of the shift.

## Should you accompany the Employer on holiday (including overnight stays) acting as a Personal Assistant, the rates of pay shall be agreed before arrangements are made.

## In the event that you agree to accompany the Employer on a holiday or trip which requires you to work in manner which is not already set out in this agreement, the Employer will set out an alternative agreement as to the terms of your work during that period and issues as to pay and hours of work may alter accordingly.

# HOLIDAY ENTITLEMENT

## The Employer’s holiday year runs from (DATE) ………… to (DATE) ……….

## You are entitled to 5.6 weeks’ holiday per year which accumulates pro-rata for each full month worked. A week is equivalent to the number of hours worked per week. Bank holidays are included within your entitlement.

## You are not permitted to carry over any unused holiday entitlement from one holiday year to the next. No payment will be made in lieu of untaken holidays, except on termination of employment.

## You must give the Employer at least two weeks’ notice of your intention to take annual leave, which will be granted at the sole discretion of the Employer. Taking leave without consent will be considered unauthorised absence and result in non-payment of wages for the relevant period and disciplinary action.

## Bank Holidays may be taken as annual leave, but otherwise you will be expected to work them where they fall on a working/rota day. If this is the case, you will be offered a day’s holiday in lieu.

## The Employer reserves the right to ask you to take annual leave at any time to be determined by them.  You will still be able to request holidays however, approval will be at the discretion of your Employer.

## If your hours vary from week to week, your holiday pay will be based on your average earnings over the previous 12 weeks. Due to a change in statutory requirements, this reference period will increase to 52 weeks from 6th April 2020.

## In the event of the termination of your employment, you will be entitled to holiday pay calculated already accrued but not taken at the date of termination of your employment.

## Taking leave without the Employer’s express consent may be considered unauthorised absence and result in non-payment of wages for the relevant period and subsequent disciplinary proceedings.

## If on termination you have taken more annual holiday entitlement than you have accrued in that year, an appropriate deduction will be made from your final payment.

#  ABSENCE

## If you are unable to attend work due to sickness or any other reason, then you must inform the Employer personally by telephone, as soon as you are aware so that other arrangements can be made.

## Notification of absence for any reason by text is not an acceptable method of communication. Failure to follow an acceptable notification procedure may be considered misconduct and may result in disciplinary action.

## Payment for sick leave will be statutory sick pay if you meet the eligibility criteria and you follow the following procedures:

### Inform the Employer as soon as you know that you are unable to attend work which should not be less than 2 hours before you are due on shift.

### If you are off sick for more than 3 days, then you must complete a self-certificate.

### You will be required to provide a medical note should you be absent from work for more than 7 days.

### For the purpose of Statutory Sickness Payments, the agreed qualifying days are Monday to Sunday.

### There is no contractual right to payment in respect of period of absence due to sickness or inability to attend work.

## Guidelines for statutory sick pay and other statutory payments can be found at <https://www.gov.uk/browse/employing-people/time-off>

# NOTICE PERIOD

## After you have successfully completed your probationary period you will be given written notice from the Employer to terminate your contract of employment as follows:

### One week’s notice if you have been continuously employed for up to two years.

### One week’s notice for each completed year of employment when you have worked continuously for more than two years (up to a twelve week/year maximum).

## After one month’s continuous service, you are required to give the Employer a minimum of four weeks’ written notice of your intention to terminate your employment.

## Nothing in this contract prevents the Employer from terminating your employment immediately in the event of any serious breach of the Terms of Employment or in the event of any act of gross misconduct or gross negligence by you.

## The Employer reserves the right to pay basic salary in lieu of notice instead of working your notice. In the event the Employer chooses to pay in lieu of notice, your employment will be terminated on the date you receive your notice and payment will be made on the next payroll date.

## If you refuse to work your period of notice it is expected and therefore agreed that the Employer will suffer additional loss arising from the appointment of an agency worker. In the event of your refusal to work all or part of your notice period, the Employer reserves the right to deduct from your final salary a sum equal in value to the amount payable for the shortfall in the period of notice.

# EMPLOYER PROPERTY

## All keys, uniform, documents, manuals, hardware and software provided for your use by the Employer, and any data or documents (including copies) produced, maintained or stored on the Employer’s computer systems or other electronic equipment (including mobile phones), remain the property of the Employer.

## Any Employer property in your possession and any original or copy documents obtained by you in the course of your employment shall be returned to management at any time on request and in any event prior to the termination of your employment with the Employer.

## The cost of recovery or replacement of any Employer property in the Employee’s possession or control which the Employee fails to return on termination of employment or at the Employer’s request shall be deducted from your final pay.

# CONFIDENTIALITY AND SECURITY

## You must respect the privacy of the Employer and their family. You must always maintain a professional approach, keeping information gained in the course of your duties confidential and specifically should not discuss the Employer’s household, domestic or health situation with others.

## Breach of the above condition will be treated as gross misconduct for the purpose of disciplinary action and may result in the termination of your employment contract.

## You may be responsible for holding a key to the Employer’s home which you may only use to undertake your employment duties. If you lose the key, you must notify the Employer immediately and if your employment ends you must hand the key back straight away.

## The Employer is responsible for health and safety in the workplace. You are expected to work safely at all times and not endanger the health and safety of yourself, the Employer, and anyone visiting the workplace.

#  DRIVING IN THE COURSE OF YOUR EMPLOYMENT

## If you are driving the Employer in your own vehicle, then you are required to have fully comprehensive cover including business use on your motor insurance policy. You are obliged to provide the Employer your valid driving licence, MOT certificate for the vehicle and your Insurance policy on request.

## Your driving licence should be valid for the UK and for the class of vehicle you will be driving.

## If you receive any endorsements or are disqualified to drive or if you believe that you have a medical condition that may affect your ability to drive, then you must notify the Employer immediately. Failure to disclose any changes that will affect your ability to drive safely will result in disciplinary action, up to and including summary dismissal.

# TRAINING

## On the job training will be provided by the Employer, if use of equipment such as hoists, wheelchairs etc is required.

## If further training needs are identified these may be met by either e-learning or class-based sessions.

## Training costs can be high. Therefore, if you choose to terminate your employment within 2 years of the completion of any training or whilst still undertaking a course of training, you will be expected to repay a percentage of the cost of the training. The following repayment terms will apply:



## You shall not be required to repay the cost of training under this clause in either of the following circumstances:

### we terminate your employment, except where:

### we were entitled to and did terminate your employment summarily;

### we terminated your employment pursuant to an application by you for voluntary redundancy; or

### you terminate your employment in response to a fundamental breach by us.

## You will be provided with a training agreement under separate cover before any training commences which will stipulate the costs to be repaid.

# LAY OFF AND SHORT TIME WORKING

## In the event that the Employer or the Direct Payment Recipient is admitted to hospital, residential care or respite on a temporary basis, and is no longer in need of your services during this period of time, the Employer reserves the right to impose a period of ‘lay off’ and withhold payment of your usual salary. Where preferable to the Employer, you may be placed on short time working and your wages paid for hours worked.

## Any annual leave accrued may be taken during this period.

# DISCIPLINARY AND GRIEVANCE

## These procedures are not contractual. Disciplinary proceedings will be held in accordance with ACAS code of practice on disciplinary and grievance procedures can be found at <https://www.gov.uk/taking-disciplinary-action>

## Grievances should be provided to the Employer in writing who will endeavour to respond within a reasonable time frame. Grievances will be heard in accordance ACAS code of practice on disciplinary and grievance procedures can be found at <https://www.gov.uk/taking-disciplinary-action>

# TRADE UNIONS

## You have the right to join a trade union. There are no collective agreements relevant to your employment.

# PENSIONS

## The Employer will comply with the responsibility to operate a qualifying contributory pension scheme which you will be auto-enrolled into, subject to the conditions of the scheme.

## You shall pay such contributions to the scheme by way of deductions from your wage payments.

# AUTHORITY

## You have no authority to enter into any obligations or agreements on the Employer’s behalf.

# DATA PROTECTION

## Your Employer will hold Personal Information in relation to your employment. This information enables the Employer to adhere to the requirements of your employment contract including pay and pension contributions.

## The lawful basis for holding this information is to regulate the performance of the employment contract to which you are party to.

## You are required to observe and sign the Data Privacy Notice annexed to this contract.

# THIRD PARTY RIGHTS AND ACKNOWLEDGEMENT

## No one other than you and the Employer shall have any right to enforce any terms of this agreement.

## You acknowledge receipt of this document and indicate your acceptance of these terms by signing and retuning a copy of this contract to management.

## You further acknowledge and agree that you have read, understood and accept the terms and conditions of employment contained within this document and the Employee Handbook.

………………………………………………. ……………………………………………….

EmployeeFor and on behalf of the Employer

Date: …………………....................... Date: ………………………………………

**DATA PROTECTION – EMPLOYEE’S DATA PRIVACY STATEMENT**

You are required to give certain personal data to enable the Employer to carry out their duties, rights and obligations as the Employer. The privacy of your Data is taken seriously, and this policy explains how Data will be used and protected.

Your Employer, as named on your contract of employment, is the Data Controller. This notice applies before, during and after your employment has come to an end.

The types of Personal Data that is processed by the Company your Employer may include the following:

* Name, residential address and contact details including telephone numbers and email address
* Date of birth
* Financial details, such as your National Insurance Number, bank account, payroll records, tax status, pensions, benefits and Court orders relevant to employment
* Details about your health that you have consented to share and sickness/absence records
* Information about your criminal record and offences
* Right to work information
* References obtained from your referees
* A copy of your driving license
* Information about your private vehicle where it is used for work purposes, including; registration number, make, model, tax, insurance, MOT and safety checks
* Work history and location of employment past and present
* Emergency contact details
* Training records, performance information, qualifications, disciplinary and grievance history
* CCTV footage and audio recordings obtained in the course of employment

The Employer will process and control such data principally for personnel, administrative and payroll purposes and for the purposes of managing the performance of your employment contract. Data may also be used where the Employer is under a legal obligation to do so or where it is necessary and proportionate to safeguard the public interest.

The Employer may receive and share data with the following parties in order to assist them in the management of their duties and fulfil the purpose set out above:

* Accountants and Pay roll organisations
* HMRC, HSE and other governmental bodies
* The main franchisor
* Training providers
* Insurance companies and legal advisors including helpline providers and solicitors
* Other employers strictly for the purpose and operation of TUPE transfers

All third-parties to the employment contract are required to take appropriate security measures to protect your personal information in line with this policy. They are not allowed to use your personal data for their own purposes. Permission has/will only be granted for them to process your personal data for specified purposes and in accordance with our instructions. The Employer does not accept responsibility or control of Data willingly shared by you with any other third party independent of and outside of the Employers control.

Data will be retained for as long as necessary to fulfil the purposes it was collected for in accordance with this policy. Where Data is considered sensitive data (such as health records, criminal conviction information, CCTV footage etc) to determine the appropriate retention period for Data consideration will be given to the amount, nature, and sensitivity of the Data collected, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which data is processed and whether those purposes can be achieved through other means, and the applicable legal requirements. Your rights, in certain circumstances, in regard to your personal data include:

* Request access - there is no charge for this request and the Employer will endeavour to provide the information within a reasonable timeframe.
* Request correction of the personal information
* Request erasure of your personal information.
* Object to processing of your personal information where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground.
* Request the restriction of processing of your personal information. This enables you to ask us to suspend the processing of personal information about you, for example if you want us to establish its accuracy or the reason for processing it.
* Request the transfer of your personal information to another party.

In the limited circumstances where you may have provided your consent to the collection, processing and transfer of your personal information for a specific purpose, you have the right to withdraw your consent for that specific processing at any time. To withdraw your consent please notify the Employer. The Employer reserves the right to update this privacy notice at any time and will provide you with a new privacy notice when substantial updates are made. From time to time you may also receive notification in other ways about the processing of your personal information.

|  |
| --- |
| I agree to the above terms |

Signed (by the worker/employee): Dated:

……………………………………….. ………………………………………..

**WORKING TIME ELECTION FORM**

Please tick one of the boxes below and sign and date this form. Completed forms should be returned to management. We are unable to offer you any work until we have received this form.

🞎 I **wish to opt-out** of the 48-hour working week restriction under the Working Time Regulations 1998.

🞎 I **do not** wish to opt-out of the 48-hour working week restriction under the Working Time Regulations 1998.

You may terminate this agreement by giving one month’s written notice at any time.

Signed: ……………………………………………………………

Dated: …………………………………………………………….

PERSONAL INFORMATION SHEET

Completed information sheets should be returned to management. The Company is unable to offer you any work until it has received this information sheet from you.

Name: …………………………………………………………………………………………………………………………………………

Address: …………………………………………………………………………………………………………………………………………

Telephone number: …………………………………………………………………………………………………………………………………………

Mobile number: …………………………………………………………………………………………………………………………………………

E-mail address: …………………………………………………………………………………………………………………………………………

National Insurance number: …………………………………………………………………………………………………………………………………………

**Who do you wish us to contact in an emergency?**

Name: …………………………………………………………………………………………………………………………………………

Contact details: …………………………………………………………………………………………………………………………………………

**Bank account information**

Account name: …………………………………………………………………………………………………………………………………………

Name of bank: …………………………………………………………………………………………………………………………………………

Address: …………………………………………………………………………………………………………………………………………

Account number: …………………………………………………………………………………………………………………………………………

Sort code: …………………………………………………………………………………………………………………………………………

**Please specify any days and times you are NOT able to work for the Company:** ………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………

**Please specify the number of hours per week (if any) that you regularly work for other businesses/employers:** ………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………

**It is your responsibility to keep the Company informed of any changes to this information.**

Signed: ……………………………………………………………….

Dated: ………………………………………………………………..