**Contract of Employment**

Statement of main terms of employment

Employer:

Address of employer:

Employee:

Address of employee: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

The employment with the Employer commenced on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ under the following terms and subject to the obtaining of a satisfactory DBS check and references:

1. **Job title and place of work**
	1. You are employed as a Personal Assistant
	2. Your usual place of work will be at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and when requested you will work away from the usual place of work either accompanying the Employer or independently of.
	3. Your specific duties and responsibilities are set out in the job description.
	4. The Employer may from time to time, require you to carry out other duties either on a temporary or permanent basis.
2. **Probationary Period**
	1. There will be a probationary period of 6 months. If your performance is satisfactory your continuing employment will be confirmed.
	2. The Employer may terminate your contract for any reason during the probationary period. During this period you will be entitled to one week’s notice of termination. A payment in lieu of notice may be paid in accordance with clause 7.4.
	3. The Probationary period may be extended, with reason, by the Employer if necessary. During the Probationary period the employment may be terminated by either party giving one week’s notice.
3. **Hours of work**
	1. You are contracted to work a minimum of \_\_\_\_\_\_\_ hours per week which will include:

\_\_\_\_\_\_ Hours during weekdays

\_\_\_\_\_\_ Hours during weekends

* 1. The Employer reserves the right to vary your start and finish times and the number of hours worked on any given day. You may be required to work overtime including weekends according to the Employer’s needs.
	2. You are required to make yourself available to cover shifts of absent Employees through sickness and holidays and the Employer will endeavour to provide reasonable notice of any request for additional hours.
1. **Rates of pay**
	1. Current rates of pay are:
	2. You must complete a weekly time sheet to be submitted to the Employer no later than one week after the work has been completed in order that the Employer can sign and authorise the hours claimed and calculate your wages. Payment will be delayed if the time sheet is submitted after this date.
	3. You will be paid in line with the payment schedule.
	4. The Employer may, in addition to National Insurance and/or PAYE, deduct from your wages any overpayment made or sums that you may owe the Employer from time to time.
	5. You will not be paid for any overtime worked that has not been expressly agreed with the Employer in advance of the shift.
	6. Payment will not be made for any hours where you have been absent from work without the express authority of the Employer. This applies to hours comprising a whole shift or part of a shift.
2. **Holiday Entitlement**
	1. You are entitled to 5.6 weeks’ of holiday per year which accumulates pro-rata for each week worked. This includes bank holidays. A week is equivalent to the numbers of hours/days usually worked per week.
	2. You are not permitted to carry over any unused holiday entitlement from one holiday year to the next.
	3. You must give your Employer two weeks’ notice of your intention to take annual leave which will be granted at the sole discretion of the Employer and may only be taken with the Employer’s consent. 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.
	4. The Employer reserves the right to ask you to take two weeks paid annual leave at a time to be determined by them.
	5. In the event of termination of employment, you will be entitled to holiday pay calculated on a pro-rata basis in respect of all annual holiday already accrued but not taken at the date of termination of employment.

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

1. **Absence**
	1. If you are unable to attend work because of sickness or any other reason you must inform the Employer personally, by telephone, as soon as you are aware of their inability to attend so other arrangements may be made.
	2. Notification of absence for any reason by text message is not an accepted method of communication. Failure to follow an acceptable notification procedure may be considered misconduct and may result in disciplinary action.
	3. Unauthorised absence may be considered by the Employer to be gross misconduct and may result in the termination of your employment without notice.
	4. The payment for sick pay will be Statutory Sick Pay according to the prescribed rate, which will be paid providing you meet the criteria and follow the procedures below:
2. Inform the Employer as soon as you know you will not be able to come to work and in any event not less than two hours prior to the shift start time;
3. If you are off sick for more than three days you are required to complete a self certificate form;
4. You will be required to provide a Medical Certificate if you are absent for more than seven days;
5. For the purposes of the Statutory sick Pay scheme the agreed qualifying days are Monday to Sunday;
6. There is no contractual right to payment in respect of period of absence due to sickness or inability to attend work.
7. **Disclosure and Barring Service**

Your employment ………is/maybe……. conditional upon the provision and upkeep of a satisfactory Disclosure and Barring Service Certificate of a level appropriate to your post. You ……..will/may……… be required to consent to subsequent criminal record checks from time to time during your employment as deemed appropriate by us………………………. In the event that such certificate(s) are not supplied 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.

1. **Notice period**
	1. After you have successfully completed your probationary period your Employer will give you written notice should he intend to terminate your contract of employment as follows:
2. One week’s notice if you have been continuously employed for up to two years
3. One week’s notice for each completed year of employment when you have worked

 more than two years.

* 1. You are required to give the Employer a minimum of 4 weeks’ written notice of your intention to terminate your employment.
	2. Nothing in this contract prevents the Employer from terminating your employment summarily or otherwise in the event of any serious breach by you of the terms of your employment or in the event of any act of gross misconduct or gross negligence by you.
	3. The Employer reserves the right in their absolute discretion to pay your basic salary in lieu of notice instead of requesting that you work your notice. In the event your employer chooses to pay in lieu of notice your employment will be terminated on the date you receive the notice and payment will be made on the next periodical payroll date.
	4. In the event that you refuse to work your period of notice it is expected and therefore agreed that the employer will suffer additional losses arising from the appointment of an agency at a cost greater than your rate of pay. That so it is agreed that 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 salary payable for the shortfall in the period of notice.
1. **Confidentiality and Security**
	1. You must respect the privacy of the Employer and their family. You must maintain a professional approach at all times, keep information gained in the course of their employment confidential and specifically should not discuss the Employer’s household, domestic or health situation with others.
	2. Breach of condition 8.1 will be treated as gross misconduct for the purposes of disciplinary action and may result in termination of your employment contract.
2. **Driving licence**

It is a condition of your employment contract that you hold a driving licence valid to use in the United Kingdom appropriate to the classes of vehicle that you may need to drive in performing your duty. If you receive any endorsements, are disqualified from driving or otherwise lose your licence, if you believe you have a medical condition that may affect your ability to drive, you must inform your Employer immediately. If you lose your licence or develop a medical condition that the Employer believes affects your ability to drive safely your employment may be terminated.

1. **Lay off and short time**

10.1 In the event that the Employer 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, they reserve the right to impose a period of layoff and withhold payment of your usual salary. Where preferable to the Employer you may be placed on short time working and your salary will be paid only for hours worked.

10.2 Any annual leave which has been accrued may be taken during a period of lay off and a Guarantee Payment will apply in accordance with statutory provisions.

1. **Disciplinary and Grievance**
	1. These procedures are not contractual. Disciplinaries will be held in accordance with any procedures and policies which may be provided from time to time or in the alternative in accordance with ACAS codes of practice.
	2. Grievances should be presented to the Employer in writing who will endeavour to respond within a reasonable time frame. Grievances will be head in accordance with policies and procedures which may be issued from time to time or in the alternative in accordance with ACAS codes of conduct.
2. **Trade Unions**

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

1. **Pensions**

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

A qualifying scheme isa pension scheme which is a qualifying scheme for the purposes of section 16 of the Pensions Act 2008.

You shall pay such contributions to the Scheme as may be required by the rules of the Scheme as amended from time to time. The contributions shall be made by way of deductions from your salary.

I have read the above statement of conditions of employment and understand the conditions and agree to abide by them.

Signature of Employee \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Employer \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If you are signing on behalf please answer the questions below.

Relationship to Employer (appointee or power of attorney) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Telephone number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_