



Dated

EMPLOYMENT CONTRACT
between
The APEX Primary Care Network
and
[]

**Statement of Terms of Employment in accordance with section 1 of the
Employment Rights Act 1996.**

1. Parties

(1) THE APEX PCN GROUP OF 5 PRACTICES (Birchwood Medical Practice,
Jasmin Road, Lincoln. LN6 0QQ (**Employer**). (Hereinafter referred to as APEX PCN)

(2)..... (**Employee**).

2. Commencement of employment -

(a) Your employer is THE APEX PCN (**the Practice or we**).

(b) Your employment with the PCN commenced on [.....].

(c) No employment with a previous employer counts towards your period of continuous employment with the PCN.

(d) The first 3 months of your employment shall be a probationary period and your employment may be terminated during this period at any time on one week's prior notice. We may, at our discretion, extend this period for up to a further 3 months. During this probationary period your performance and suitability for continued employment will be monitored. At the end of your probationary period you will be informed in writing if you have successfully completed your probationary period. We reserve the right not to apply our full capability and disciplinary procedures during your probationary period.

3. Job Title -

(a) You are employed as [.....] (**Role**)

(b) You may be required to undertake other duties from time to time as we may reasonably require.

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

(d) You shall not work for anyone else while you are employed by the APEX PCN, without our prior authorisation, to ensure the requirements of the Working Time Regulations are met.

4. Place of Work -

- (a) You are required to work at any of our premises as directed to you by the Business Manager, within a reasonable travelling distance.
- (b) You will not be required to work outside the UK during your term of employment.
- (c) You agree that should the PCN relocate to a location within a reasonable commuting distance of your home address, you will relocate to the new location without compensation.
- (d) You agree that should the PCN relocate to a location that is outside a commutable area from your home address, you will relocate with the PCN without compensation or you will accept redundancy.

5. Salary -

- (a) You will only be paid for hours that you work. [.....] (**Hourly Rate**)
- (b) You will be paid monthly in arrears on or about the last Friday of the month directly into your bank or building society account.
- (c) Your salary will be reviewed annually and may be increased from time to time at the PCN's discretion without affecting the other terms of your employment. There is no obligation to award an increase. There will be no review of the salary after notice has been given by either party to terminate your employment.
- (d) We shall be entitled to deduct from your salary or other payments due to you any money which you may owe to the APEX PCN at any time (either due to overpayments, due to costs arising from your negligence or outstanding loans or advances).
- (e) The APEX PCN will ensure its compliance with the law on National Minimum Wage / National Living Wage at all times.

6. Hours of Work and Rules -

- (a) You work under a zero hours contract. This allows flexibility for both the APEX PCN and yourself whereby the APEX PCN is under no obligation to provide any working hours and you, the worker, are under no obligation to work a set number of hours. This will suit the needs of both the APEX PCN and yourself are required to work a total of NUMBER hours each week.
- (b) You are expected to be flexible and work at any of the APEX PCN PCN locations.
- (c) You may be required to work such additional hours as may be necessary for the proper performance of your duties. Any extra hours worked will be reimbursed at your normal rate of pay. Alternatively, you will be entitled to time off in lieu for each full hour worked.
- (d) You may accrue and take time off in lieu of accrued hours, providing that this is agreed in advance with the Business Manager and there is adequate cover in place. Time off in lieu will be authorised on a cases by case basis. Time off in lieu is limited to 8 hours per month, unless otherwise authorised by the Business Manager.
- (e) You are required at all times to comply with our rules, policies and procedures in force from time to time including those contained in the Staff Handbook, a copy of which is available from the Business Manager.

7. Annual Leave -

N/A

8. Sickness Payment -

N/A

9. Termination and Notice Period -

After successful completion of the probationary period referred to in clause (2) (d), the prior written notice required from you to terminate your employment shall be four weeks.

(b) After successful completion of the probationary period referred to in clause (2) (d), the prior written notice required from the APEX PCN to terminate your employment shall be as follows:

- i. From successful completion of probationary period to two years – four weeks;
- ii. From two years to six years – six weeks;
- iii. For over six years – one week for each complete year of continuous employment up to a maximum of twelve weeks notice.

(c) We may at our discretion terminate your employment without notice and make a payment of basic salary in lieu of notice.

(d) We shall be entitled to dismiss you at any time without notice or payment in lieu of notice if you commit a serious breach of your obligations as an employee, or if you cease to be entitled to work in the United Kingdom.

(e) The APEX PCN reserves the right to request that you do not attend work during your notice and take paid Garden Leave. During a period of Garden Leave, you will not be required to attend work and you will not be required to carry out your duties. You will not be able to work for any other employer during this time.

10. Disciplinary and Grievance Procedures -

Your attention is drawn to the disciplinary and grievance procedures applicable to your employment, which are contained in the Staff Handbook. These procedures do not form part of your contract of employment.

(b) If you wish to appeal against a disciplinary decision you may apply in writing to the Business Manager in accordance with our disciplinary procedure.

(c) We reserve the right to suspend you with pay for no longer than is necessary to investigate any allegation of misconduct against you or so long as is otherwise reasonable while any disciplinary procedure against you is outstanding.

(d) If you wish to raise a grievance you may apply in writing to the Clinical Director / Business Manager in accordance with our grievance procedure.

11. Data Protection -

(a) You confirm that you have read and understood our data protection policy, a copy of which is contained in the Staff Handbook. We may change our data protection policy at any time and will notify you in writing of any changes.

(b) You will comply with the data protection policy when handling personal data in the course of your employment including personal data relating to any employee, customer, client, supplier or agent of APEX PCN.

(c) In accordance with data protection legislation, it will be necessary for the APEX PCN to maintain personal data which is processed for the purposes of your employment and for legitimate business and legal reasons and requirements. Your attention is drawn to the Employee Privacy Notice and the Data Protection Policy in the Employee Handbook.

- i. information about your physical or mental health or condition in order to monitor sick leave and take decisions as to your fitness for work;
- ii. your racial or ethnic origin or religious or similar information in order to monitor compliance with equal opportunities legislation;

ii. in order to comply with legal requirements and obligations to third parties. The APEX PCN may make such information available to those who provide products or services to the APEX PCN (such as authorities, potential purchasers of the Company or the business in which I work, and as may be required by law.

12. Pensions -

NA

13. Collective Agreement -

There is no collective agreement which directly affects your employment.

14. Changes to your Terms of Employment -

We reserve the right to make reasonable changes to any of your terms of employment. You will be notified in writing of any change as soon as possible and in any event within one month of the change.

15. Confidential Information -

You shall not use or disclose to any person either during or at any time after your employment with the Company any confidential information about the business or affairs of the APEX PCN or any of its contacts, patients, visitors, members of staff or about any other matters which may come to your knowledge in the course of your employment. For the purposes of this clause 18, **confidential information** means any information or matter which is not in the public domain (except as a result of your breach of this agreement) and which relates to the affairs of the APEX PCN or any of its business contacts. Any breach of this clause will result in disciplinary action being taken.

(b) The restriction in clause 18(a) does not apply to:

- i. prevent you from making a protected disclosure within the meaning of section 43A of the Employment Rights Act 1996; or
- ii. use or disclosure that has been authorised by the APEX PCN, is required by law or by your employment.

16. Restrictive Covenants -

The following definitions shall apply to this clause of the Agreement:

Employment: your employment with the APEX PCN on the terms of this agreement.

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

- **Confidential Information:** information (whether or not recorded in documentary form, or stored on any magnetic or optical disk memory) which is not in the public domain relating to the business, products, affairs and finances of the APEX PCN for the time being confidential to the APEX PCN and trade secrets including, without limitation technical data and know-how relating to the APEX PCN or any of our business contacts including in particular (by way of illustration only and without limitation) the APEX PCN's customer database, service and product rates, statistics, personnel data, non-public financial information and any non-public research development and data.
- **Garden Leave:** any period which the APEX PCN has exercised its rights under clause 9(e).

- **Restricted Business:** those parts of the business of the APEX PCN with which you were involved to a material extent in the twelve months before Termination.
- **Restricted Patient:** any person who, during the twelve months period before Termination was a patient or prospective patient of the APEX PCN with whom you had contact, or about whom you became aware of informed in the course of your employment.
- **Restricted Person:** anyone employed or engaged by the APEX PCN and who could materially damage the interests of the APEX PCN if they were involved in any Capacity in any business concern which competes with any Restricted Business and with whom you deal with in the twelve months before Termination of your employment.
- **Termination:** the termination of your employment with the APEX PCN howsoever caused.

(a) For 6 months after Termination, solicit or endeavour to entice away from the APEX PCN the business or custom of a Restricted Patient with a view to providing services to that Restricted Patient in competition with any Restricted Business.

(b) For 6 months after Termination, offer to employ or engage or otherwise endeavour to employ or engage or otherwise endeavour to entice away from the APEX PCN and Restricted Person.

(c) 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.

(d) At any time after Termination, represent yourself as connected with the APEX PCN in any Capacity, other than as a former employee.

(e) None of the restrictions in Clause 16 shall prevent you from being engaged 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 or from providing any care to a Restricted Patient in an emergency situation.

(f) Subject to Clause 19(g) during your Employment you shall not, except as a representative of the APEX PCN or with the prior written approval of the Business Manager, whether paid or unpaid, be directly or indirectly engaged, concerned or have any financial interest in any Capacity in any other business, trade, profession or occupation (or the setting up of any business, trade, profession or occupation).

(g) Notwithstanding Clause 19(f), you may hold an investment by way of shares or other securities of not more than 5% of the total issued share capital of any company (whether or not it is listed or dealt in on a recognised stock exchange) where such company does not carry on a business similar to or competitive with any business for the time being carried on by the APEX PCN.

(h) The restrictions imposed on you by this Clause 19 apply to you acting:

i. directly or indirectly; and

ii. on your own behalf or on behalf of, or in conjunction with, any firm, company or person.

iii. The period for which the restrictions in Clauses 19(a), (b) and (c) apply shall be reduced by any period that you spend on Garden Leave immediately before Termination.

iv. If you receive an offer to be involved in a business concern in any Capacity during the Employment, or before the expiry of the last of the covenants in this Clause 16, the Employee shall give the person making the offer a copy of this Clause 16 and shall tell the Company the identity of that person as soon as possible after accepting the offer.

v. Each of the restrictions in this Clause 19 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.

vi If the Employee's employment is transferred to any firm, company, person or entity other (the "New Employer") pursuant to the Transfer of Undertakings (Protection of Employment) Regulations 2006, you will, if required, enter into an agreement with the New Employer containing post termination restrictions corresponding to those restrictions in this Clause 19, protecting the confidential information, trade secrets and business connections of the New Employer.

17. Repayment of Training Costs -

(a) From time to time the APEX PCN may pay for you to attend training courses. In consideration of this, you agree that if your employment terminates after the APEX PCN has incurred liability for the cost of you doing so you will be liable to repay some or all of the fees, expenses and other costs (the Costs) associated with such training courses in accordance with clause 20(b).

(b) Except in the circumstances set out in clause 20(c), you shall repay the Company as follows:

i. if you cease employment before you attend the training course but the Company has already incurred liability for the Costs, 100% of the Costs or such proportion of the Costs that the Company cannot recover from the course provider shall be repaid;

ii. if you cease employment during the training course or within 12 months of completing the training course, 100% of the Costs shall be repaid;

iii. if you cease employment more than 12 months but no more than 18 months after completion of the training course, 50% of the Costs shall be repaid;

iv. if you cease employment more than 18 months but no more than 24 months after completion of the training course, 25% of the Costs shall be repaid.

v. Thereafter, no repayment shall be required.

You shall not be required to repay any of the Costs under this clause 20 if:

vi. the Company terminates your employment, except where it was entitled to and did terminate your employment summarily; or

vii. you terminate your employment in response to a fundamental breach by the Company.

viii. You agree to the Company deducting the sums under this clause from your final salary or any outstanding payments due to you.

ix. You agree that if the Company waives your obligation to repay the Costs under this clause, you will be solely responsible for any income or other tax payable as a result of the waiver and you shall indemnify the Company on a continuing basis in relation to any such tax.

18. Media Contact -

(a) Unless given written authorisation by a Principal GP of the APEX PCN, you are not to make any reports, statements or disclosures to the media regarding this APEX PCN or its activities. This includes Social Media. Any requests by the media for information should be directed to a Clinical Director/ Partner.

19. APEX PCN Property -

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

(b) Any APEX PCN property in your possession (keys, uniform, etc) and any original or copy documents obtained by you in the course of your employment shall be returned to the Business Manager at any time on request and in any event prior to the termination of your employment with the APEX PCN.

(c) If you fail to return any items of property, the APEX PCN may deduct from your final payment the cost of replacement.

20. Third Party Rights -

No one other than you and the APEX PCN's shall have any right to enforce any terms of this agreement.

Signed on behalf of the Employer

.....

Name

Date

I have read, understand and agree to abide by the terms and conditions of employment set out herein.

Signed

Date