

CONTRACT OF EMPLOYMENT

Between

EAST KENT HOSPITALS UNIVERSITY NHS FOUNDATION TRUST (“The Trust”)

And

Mr Ireoluwatomiwa Michael Adekoya
104 Hereson Road
Ramsgate
CT11 7DU
United Kingdom

Friday, 3rd October 2025

Dear Mr Adekoya,

POST: Registered Nurse - Emergency Department

I am pleased to confirm your appointment to the post of Registered Nurse - Emergency Department with effect from 6-Oct-2025.

1. Duties and Responsibilities

The duties of the post are set out in the job description for your post. The job description is illustrative of the duties and responsibilities of your post and is not exhaustive. It will be subject to review from time to time. Specific objectives relating to the post will also be set from time to time between yourself and your manager. You may be required to undertake such additional or other duties as are consistent with your status and which are necessary to meet the needs of the Trust from time to time.

Your appointment under this contract will be subject to satisfactory performance and standards of conduct. Your performance of the duties of the post and your progress in achieving set objectives will be formally reviewed at agreed intervals in accordance with the Knowledge and Skills Framework. More informal review and modification of objectives may also take place regularly. The primary purpose of this is to help you achieve the best possible levels of performance and personal development, but unsatisfactory performance may be regarded as grounds for action under the Trust's established procedures.

2. Location

You will primarily be based at Queen Elizabeth The Queen Mother Hospital. However, you may be required to work at other locations on a temporary or permanent basis within the geographical area of the Trust's remit.

3. Continuous Employment

For the purposes of the Employment Rights Act 1996, your period of continuous employment with East Kent Hospitals University NHS Foundation Trust shall be taken to have commenced on 6-Oct-26.

In addition, employment with an acknowledged NHS employer will be recognised in relation to relevant entitlements detailed in the Agenda for Change Terms & Conditions handbook - such as annual leave and sick pay.

4. Period of Notice

The period of notice for you to terminate your appointment under this contract will be 2 months which must be stated in writing. In the event of the Trust terminating your appointment you are entitled to a minimum of 2 months notice or one weeks notice for each year of service to a maximum of 12 weeks as determined under the Employment Rights Act 1996, whichever is the greater. This does not prevent either party waiving their right to notice, nor does it affect the rights of either party to terminate the contract without notice by reason of the conduct of the other party.

The Trust reserves the right to pay salary in lieu of notice for the whole or part of the notice period subject always to your duty to mitigate your loss (but nothing in this clause will prevent the Trust from terminating your employment without notice or salary in lieu of notice in appropriate circumstances).

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5. Probationary Period

All new staff appointed to East Kent Hospitals University NHS Foundation Trust covered by Agenda for Change Terms and Conditions (whether on a fixed term or substantive basis) are subject to a probationary period. The length of your probationary period is 6 months, during which time you will be required to demonstrate to the Trust your suitability for the position in which you are employed. This period may be extended at the Trust's discretion and is without prejudice to the Trust's right to terminate your employment before the expiry of the probationary period. In the event that a decision is taken to terminate your contract of employment during or at the end of your probationary period, you will be entitled to a notice period in line with the statutory timescales, which for employees with less than one year's service is one week.

6. Remuneration and Conditions of Service

Your salary and Terms and Conditions of Service will be in accordance with those determined by the NHS Terms and Conditions of Service Handbook and subsequently varied from time to time by the NHS Staff Council.

The Trust reserves the right to alter or amend your terms and conditions from time to time within the framework of the NHS Terms and Conditions of Service Handbook and will provide you with notification of such changes in writing.

Your salary scale is as stated in your conditional offer letter and will be Band 5 (pro rata if applicable). Subject to confirmation of previous NHS service your salary may be uplifted in line with the Trust's starting salary policy. Progression through the salary scale will be dependent on assessment at the foundation and second gateways using the knowledge and skills framework applicable to the post.

Additionally, your post may attract additional payments and if applicable these are identified below:

- Working Outside Normal Hours
- Recruitment and Retention Premia (short or long-term)
- Enhancements for On Call Cover

Your salary will be paid in monthly arrears at 1/12th of the annual rate by the bank credit after appropriate deductions of Income Tax and National Insurance Contributions.

Protection arrangements have been agreed for those staff whose salary prior to the implementation of Agenda for Change Terms and Conditions is greater than that determined for their current post under the job evaluation process. The period of protection will cease when the total payments identified under the revised terms and conditions exceeds the level of protected pay or at the latest on 31st March 2011.

Full details of your terms and conditions may be seen on request from the People and Culture Team.

7. Hours of Work

Your normal working hours will be Full time - 37.5 hours per week exclusive of meal breaks. Staff are required to work a variety of shifts, including weekends and public holidays, throughout the 24 hour period if appropriate to the post and as necessary to sustain the needs of the service in the absence of colleagues.

8. The Working Time Regulations 1998

You are required to comply with the Trust's implementation of the Working Time Regulations (SI 1998/1833) as amended, including the declaration of hours worked and breaks taken, completing written records if required, and reporting any instances where your pattern of working hours may constitute a health and safety risk to yourself, patients, the public and other of the Trust's employees. You have the right not to be subject to any unlawful detriment by reporting any concerns, under the regulations, to the People and Culture Team.

9. Annual Leave and Public Holidays

The annual leave year runs from 1st April to 31st March and leave may be taken at such times as your manager may reasonably approve. Your Line Manager will confirm your entitlement for the current annual leave year.

Entitlement to annual leave is calculated according to complete NHS service which need not necessarily have been continuous.

Public holidays are additional to the above; if you would normally be required to work on these days, time off in lieu will be granted.

Annual leave is calculated on an accrued basis during the leave year and when a post is terminated any excess leave will be recovered by the Trust.

Annual leave entitlements are based upon the following lengths of NHS service:

Length of Service	Annual Leave and General Public Holidays
On appointment	27 days + 8 days
After 5 years service	29 days + 8 days
After 10 years service	33 days + 8 days

Annual leave for part time staff is calculated on a pro rata basis in hours as is leave for full time staff whose rotas do not follow a standard five day cycle. Please refer to the chart attached as Appendix 1.

If your annual leave entitlement is reduced under the Agenda for Change agreement, your existing entitlement will be protected for five years from your date of assimilation.

10. Sick Leave and Occupational Sick Pay

Notification of absence due to sickness or injury must be made to your manager at the earliest possible opportunity and at least within one hour of your normal starting time; you must keep your manager regularly informed.

If you are absent from work due to sickness, a sickness absence reporting form must be completed by your line manager and a fit note provided after the 7th day of absence. You may also be required to complete other relevant forms in accordance with the Trust's attendance management procedures.

You may be required to undergo medical examinations as necessary. These will be co-ordinated through the Trust's Occupational Health Service. On returning to work you will be required to attend a fitness to work discussion in accordance with the Trust's Sickness Absence Policy, the primary purpose of which will be to jointly identify any aspects of your role and the working environment which may reasonably be modified, either on a temporary basis or permanently, to assist and support you in resuming regular work.

During periods of sickness absence, you will be entitled to Occupational Sick Pay, in accordance with your Conditions of Service, on the following basis:-

Length of recognised NHS service	Full pay entitlement	Half pay entitlement
Up to 12 months	1 month	2 months
1 - 2 years	2 months	2 months
2 - 3 years	4 months	4 months
4 - 5 years	5 months	5 months
Over 5 years	6 months	6 months

Full pay will include regularly paid supplements including long term recruitment and retention premia and payments for work outside normal hours.

Whilst on sick leave, employees are indicating they are not fit to work for the Trust. As such they should not undertake any paid work elsewhere, including bank or agency work.

11. Collective Agreements

Several collective agreements have been made between the Trust and its recognised Trade Unions. The agreements directly affect your terms and conditions of service and can be seen on Policy Centre or on request from your manager or the People and Culture Team.

In accepting this post, you are required to abide by The Code of Conduct for NHS Managers, a copy of which is held with the People and Culture Team.

12. Disciplinary Rules and Procedure

Your employment is subject to the Trust's Disciplinary Procedure, which identify those actions which may lead to disciplinary action including dismissal. The managers with the authority to terminate your employment are detailed within the Disciplinary Procedure.

13. Grievances

Any grievance relating to your employment should, in the first instance, be raised with your manager or the next level of management. In line with the Trust Resolution Policy, you will be required to attempt early resolution to resolve your workplace concern. Where this is unsuccessful, or the concern is deemed to be so serious, you may request formal resolution in accordance with the Resolution Policy.

14. Pension

As an NHS employee you will be entitled to join the NHS Pension scheme and will be enrolled from your first day of service if you meet the eligibility criteria. Employees who are not eligible to join the NHS Pension Scheme may instead be enrolled into the Trust's alternative qualifying scheme, NEST. Your remuneration will be subject to the deduction of superannuation contributions in accordance with the relevant scheme. Please note that there is a contracting-out certificate in force, under the Pensions Schemes Act 1983, for the NHS pension scheme only.

Pensionable pay will be in accordance with the scheme rules which can be found at www.nhsbsa.nhs.uk/Pensions for the NHS Pension Scheme or www.nestpensions.org.uk for NEST.

15. Health & Safety

In accordance with the Health and Safety at Work Act 1974 and the Management of Health and Safety at Work Regulations 1992, you have a duty to take reasonable care to avoid injury to yourself and to others by your work activities, and you are required to co-operate with the Trust in meeting statutory obligations. As an employee of the Trust, you are obliged to attend and participate in the Trust's fire and other health and safety training. All accidents sustained at work must be reported using the established procedure for this purpose.

16. Standing Orders and Standing Financial Instructions

You are required to familiarise yourself with and comply with the Trust's Standing Orders and Standing Financial Instructions and the Trust Anti-Fraud, Bribery and Corruption Policy as they relate to all your working activities. If you are in any doubt about the application of these, you should check with your manager.

17. Duty of Confidentiality

During the course of your duties, you may acquire or have access to confidential information which should not be disclosed to any other person unless in pursuit of your duties or with specific permission given on behalf of the Trust. Confidential information includes but is not limited to all information of a secret or confidential nature relating to the business and affairs of the Trust, its patients and employees, and any business or affairs of any other person to whom the Trust has an obligation of confidentiality or secrecy. If you are in any doubt as to which disclosures are authorised, you should check with your manager. Breaches of confidentiality may lead to disciplinary action. Employees must adhere to relevant IT and data security policies, procedures and requirements.

Current data protection legislation not only regulate the use of computerised information, but also that of manual records. The Trust is registered in accordance with the requirements of the legislation and you must not at any time use the data held by the Trust for any purpose not related to the Trust's intended use or disclose such data to a third party. If you are found to have permitted the unauthorised disclosure of such data, you and the Trust may face legal action.

The Trust will use your personal data, including the special categories of personal data in accordance with current data protection legislation (in manual, electronic or any other form) in relation to your employment, by the Trust and/or any public body or any other third party as nominated by the Trust for the purposes of audit and bound by a duty of confidentiality. Full details of may be found at the information notice to be found at <https://www.ekhuft.nhs.uk/patients-and-visitors/about-us/personal-information/>.

You must not, whether during your employment with the Trust, or after the end of it, whether you resign or are dismissed, unless expressly authorised by the Chief Executive of the Trust, make any disclosure to any unauthorised person or use any confidential information relating to the business activities of the Trust. This includes any detail about the Trust's patients, clients, customers and employees, actual, potential or past.

Nothing in this contract shall prevent disclosure by you of information disclosed for the purpose of making a protected disclosure within the meaning of Part IV A of the Employment Rights Act 1996 or information which has come into the public domain otherwise than by breach of confidence on your part. The Trust supports the right and the duty of individual members of staff to raise with the Trust any matters of concern they may have about health service issues relating to the delivery of care or services to a patient. Any disclosure of this nature should be made in accordance with the Trust's policies.

18. Outside Employment & Financial Interests

You may not engage in any outside employment without first obtaining the Trust's written consent via your manager. This will not be unreasonably withheld providing the Trust is satisfied that this does not conflict with the interests of the service, performance of your normal duties, or with the requirements of the Working Time Regulations.

In addition, the NHS Code of Conduct and Standards of Business Conduct for NHS Staff (HSG(93)5) require you to declare all situations where you or a close relative or associate have a controlling interest in a business (such as a private company, public organisation or other NHS or voluntary organisation) or in any other activity which may compete for any NHS contract to supply goods or services to the Trust. You must therefore register such interests with the Trust, via the Trust Board Secretary, either on appointment or subsequently whenever such interests are gained. You must not engage in such interests without written consent, which will not be unreasonably withheld.

It is your responsibility to ensure that you are not placed in a position, which may risk conflict arising between your private interests and your NHS duties. However, where necessary, the Trust will decide what constitutes a conflict of interests.

The Code of conduct for NHS managers is available at

http://www.dh.gov.uk/en/Publicationsandstatistics/Publications/PublicationsPolicyAndGuidance/DH_4005410

19. Gifts, Hospitality and Gratuities

You must not accept, from patients or their relatives, or from any company or representative of a supplier organisation with whom the Trust engages in business transactions, any gifts of value including cash, merchandise, gift certificates, weekend or vacation trips. If you are made such an offer you should report the incident to your manager. This does not preclude the reasonable acceptance of small gift items of negligible value. If you are in any doubt as to whether it would be reasonable to accept a gift that is offered, you should check with your manager.

20. Professional Registration

Where professional registration is a requirement of your employment, it will be your responsibility to ensure continuity of your registration and to provide evidence to this effect to the Trust. You will be required to give evidence of your continuing registration on an annual basis. You must also inform the Trust in the event that such professional registration is withdrawn from you. In addition, you will be expected to comply with the professional standards for education and practice determined by your professional body and to adhere to any related codes of conduct. Failure to comply with these requirements may result in the termination of your employment.

21. Intellectual Property

All inventions or innovations developed by you but which relate to the Trust's business are the property of the Trust, whether or not they are invented during work time. It may be possible for you to receive financial rewards in connection with inventions and this will depend on the degree of innovation and input, as well as the actual value of the invention.

If you are undertaking or planning to undertake a research scheme you should inform the Trust's Director responsible for Research & Development who can advise you accordingly.

22. Research and Development Governance

When undertaking research you should refer to:-

- The Department of Health's Research Governance framework for Health and Social Care.
- The Trust's Research and Development Handbook
- The Trust's Research Governance Questionnaire

In particular you are required to comply with all the requirements of the Trust's Research Governance Implementation Plan.

23. Driving

If your post requires you to drive, you must possess a full, valid, current driving licence and any penalty points on your licence must be declared. You are also required to inform the Trust in the event that your driving licence is endorsed or revoked.

Your certificate of motor insurance must show that you are covered for official business mileage. Failure to comply with these requirements may result in the termination of your employment.

24. Loss or Damage to Personal Belongings

No liability can be accepted for loss or damage to personal belongings on the Trust's premises by burglary, fire, theft, or other means. You are therefore advised to insure against all such risks.

25. Deductions from Wages

The Trust has the right to deduct from the salary paid to you, any amount relating to an overpayment of wages or expenses made for any reason, or any sums due under any loan made by the Trust to you. You will be notified in writing before any such deduction is made.

26. Disclosure and Barring Service

If your post is one that requires a disclosure at whatever level from the Disclosure and Barring Service, the Trust retains the right to request that a further disclosure is sought at any time or at least on a 3 yearly basis.

27. Employment Rights Act (1996)

This contract fulfils the requirements of Section 1 of the Employment Rights Act (1996) in respect of the provision to you of the particulars of your employment with the Trust.

28. Infection Control

In accordance with the Health Act (2006) all staff are expected to comply with National and local Infection Control policies and procedures and any other related infection prevention policies or procedures. In addition all staff whose normal duties are directly or indirectly concerned with patient care should ensure they have received annual mandatory training (including hand hygiene).

29. Immigration Law

This offer of employment is made subject to you having and continuing to hold the right to live and work in the UK. East Kent Hospitals University NHS Foundation Trust has the right to withdraw this offer of employment at any time in accordance with Immigration Laws.

30. Participation in Management On-Call Rota

For posts at Agenda for Change Band 8a and above (excluding matrons), the postholder will be expected to participate in the management on-call rota.

31. Amendments to Terms

The Trust reserves the right to make reasonable changes to your terms and conditions of employment and these will be notified to you from time to time. You will be deemed to have accepted unless you notify the Trust of any valid objections, in writing, within one month of notification of the change.

32. Acceptance

This letter will constitute your contract of employment. If you agree to accept the appointment on the terms specified, you should sign the form of acceptance and return one copy of the letter to your line manager, within 14 days of issue. The other copy is for your own retention. Copies of your contract and the reference documents referred to will be available for inspection at all reasonable times. Reference documents will be amended or new documents substituted to take account of future changes in your terms of employment.

Yours sincerely,

Sharon Mortimer
Resourcing Advisor

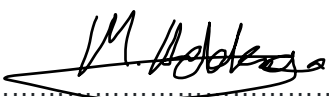
For and on behalf of
East Kent Hospitals University NHS Foundation Trust

Endorsement by the Human Resources Department



FORM OF ACCEPTANCE – DO NOT DETACH

I, Mr Ireoluwatomiwa Adekoya, hereby accept the appointment in the foregoing letter on the terms and conditions stated. I acknowledge that this contract replaces any existing contract I may have with the Trust.

Signed  Date 03/01/2025