**{{ company\_name }}**

**CONTRACT OF EMPLOYMENT**

**-----------**

**{{ User\_FirstName }} {{ User\_LastName }}**

**THIS AGREEMENT** is dated the {{ Role\_CreatedDate }}

**PARTIES**

1. **{{ company\_name }},**{% if company\_entity == "Limited Company" %}a company registered in **{{ where\_registered }}** under number {{ Company\_Registration\_Number }},{% endif %} of **{{ employer\_address01 }}, {{ employer\_address02 }}, {{ employer\_address03 }}, {{ employer\_postcode }}** (“The Employer”)
2. {{ User\_FirstName }} {{ User\_LastName }} {{ User\_Address01 }},{{ User\_Address02 }}, {{ User\_Address03 }}, {{ User\_PostCode }}(“You , Your”)

**ABOUT THIS CONTRACT**

This contract sets out the terms and conditions of Your employment that have been agreed between You and the Employer. This agreement incorporates the terms set out in any offer letter from the Employer to You.

We provide You with these terms and conditions as we are required to do by section 1 Employment Rights Act 1996 and Working Time (Amendment) Regulations 2007 as amended or re-enacted at the relevant time.

This contract makes reference to the Employer’s Staff Handbook ("Staff Handbook"). The policies contained in the Staff Handbook do not form part of this contract and may be amended at any time by the Employer. You can obtain a copy of the Staff Handbook from {{ staffHandBookFrom }}

If at any time, there is a conflict between the terms of this agreement and the Employer’ Staff Handbook the terms of this agreement shall prevail.

**RIGHT TO WORK**

You confirm that You are free to enter into this contract, and that You will not be in breach of any other contract, or any court order, by working for the Employer

You also confirm that You are entitled to work in the UK and that You will inform the Employer a Notice in accordance with the provision of this contract immediately if You are no longer allowed to work in the UK.

**COMMENCEMENT DATE AND DURATION OF AGREEMENT**

Your Commencement of employment date is **{{ employee\_start\_date }}**

This Contract start date is **{{ Role\_CreatedDate }}.**

This is a {{ Role\_EmploymentType }} contract. This contract will continue until terminated in accordance with the terms of this contract.

{%p if Role\_EmployeeNoticePeriod == "Fixed Term Contract" %}

This is a fixed termcontract which will continue until {{ employee\_end\_date }} (Expiry Date) unless previously terminated by either party in accordance with the terms of this Contract.

{%p endif %}

{%p if no\_employment\_with\_any\_previous\_employer\_counts == True %}

No employment with any previous employer counts towards Your period of continuous employment.

{%p elif no\_employment\_with\_any\_previous\_employer\_counts == False %}

Your period of continuous employment is deemed to have started on {{ date\_from\_when\_employment\_with\_any\_previous\_employer\_counts }}

{%p endif %}

**JOB TITLE AND DUTIES**

Your Job title is {{ Role\_JobTitle }}

Your Job Description is set out in the Job Description Schedule.

The Employer reserves the right to vary your duties and responsibilities and amend the terms and conditions of your employment at any time and from time to time according to their needs, provided always that any new or additional duties and responsibilities will be within the scope of Your role.

During the term of Your employment You shall:-

1. comply with any rules, policies and procedures set out in the Staff Handbook which may be amended from time to time;
2. to the best of Your ability carry out any duty or task that the Employer may assign to You;
3. allow the Employer the right to vary your duties and responsibilities at any time and from time to time according to the needs of the Employer’s business;
4. report Your own wrongdoing and any wrongdoing or proposed wrongdoing of any other employee or manager or owner of the Employer to a manager or owner as soon as You become aware of it;
5. consent to the employer monitoring and recording any emails, text messages and other forms of electronic communications used by the Employer that You may use to ensure that the Employers policies and rules are being adhered to;
6. will comply with the Employees anti-corruption and bribery policy;

{%p if Role\_IsThereAProbationaryPeriod == True %}

**PROBATIONARY PERIOD**

Your initial employment with the Employer will be on the basis of a probation period of up to **{{ Role\_ProbationPeriod }}** month(s). At the absolute discretion of the Employer Your probation period may be extended at any time before the expiry of the original probation period for up to **{{ Role\_ProbationExtension }}** month(s), which will be confirmed to You in writing.

During the probation period You must give the Employer **{{ Role\_EmployeeNoticePeriod }}** weeks written notice to terminate the contract.

At any time during the probationary period, as permitted by law, the Employer will have the right to terminate employment by giving you **{{ Role\_EmployerTerminationWithoutNotice }}** notice.

At the end of the probation period You will be informed if You have successfully completed Your probation period.

{%p if Role\_AllowWorkFromHomeDuringProbation == True %}

During this probationary period the homeworking arrangements and your performance and suitability for continued employment will be monitored and if the homeworking arrangements are considered appropriate for your continued employment.

{%p endif %}

{%p endif %}

**PLACE OF WORK**

Your usual place of work is{{ Role\_UsualPlaceOfWork }} or such other place within a reasonable distance from your home which the Employer may require so that you can perform Your duties.

{%p if Role\_AllowWorkFromHome == True %}

You will be allowed to work from home …

{%p if Role\_HotDeskOfficeVisits == True %}

You may choose to work in our office at a hot desk on an ad hoc basis, provided that you seek permission to do so in advance from {{ Role\_OfficeVisitPermissionBy }}.There is no automatic right for you to work from our office and there may be circumstances where the organisation cannot accommodate your request. You may be required to work from such other place as the organisation may reasonably require from time to time.

{%p endif %}

{%p if Role\_OccasionalOfficeVisits == True %}

From time to time as the business may require, to attend meetings, briefings, training courses and other functions which are reasonably necessary for the proper performance of your duties. We may conduct a health and safety risk assessment of your home before you start working for us and periodically thereafter, to ensure that it is a safe working environment.

{%p endif %}

{%p if Role\_WeeklyOfficeVisits == True %}

You will be required to attend the office {{ Role\_TimesPerWeekToVisitOffice }} day(s) a week

{%p if Role\_SpecDaysToVisitOffice == True %}

The days you should attend the office are {{ Role\_SpecDaysToVisitOffice }} unless informed otherwise.

{%p endif %}

{%p elif Role\_MonthlyOfficeVisit != 0 %}

You will be required to attend the office {% if Role\_MonthlyOfficeVisit > 1 %} {{ Role\_MonthlyOfficeVisit }} day(s) {% elif Role\_MonthlyOfficeVisit == 1 %}once {% endif %} per month.

{%p endif %}

{%p endif %}

{%p if Role\_MustWorkFromOtherOffices == True or Role\_MustWorkFromOtherShops == True %}

You will also be required to work at our other business locations

{%p endif %}

{%p if Role\_MustWorkFromOtherClientLocations == True %}

You will also be required to work for clients at their locations.

{%p endif %}

{%p if Role\_ContractType == "Nanny" %}

{%p if Role\_NannyWorkAtOurOtherHomes == True %}

You will also be required to work at our other homes.

{%p endif %}

{%p if Role\_NannyWorkAtOtherPeopleHomes == True %}

You will also be required to work at other people’s homes, details of which we will provide to you at the time.

{%p endif %}

{%p if Role\_NannyAccompanyOnHoliday == True %}

You may be required to accompany the Employer on family holidays taken both in the United Kingdom and abroad. This will not count towards your holiday entitlement. You will be required to have a valid, current passport.

{%p endif %}

{%p endif %}

{%p if Role\_TravelInTheUKOnly == True %}

You agree to travel on the Employers business only within the United Kingdom as may be required for the proper performance of Your duties.

{%p elif Role\_TravelInTheUKAndAbroad == True %}

You agree to travel on the Employers business both within the United Kingdom or abroad for any continuous period of not more than one month

{%p endif %}

**HOURS OF WORK**

{%p if Role\_WorkingTimeRegsApply == True %}

You and the Employer agree that the provisions of the Working Time Regulations 1998 relating to maximum hours work in a week shall apply to You. Please see the Staff Handbook for more information on this policy.

{%p elif Role\_WorkingTimeRegsApply == False %}

You and the Employer agree that the provisions of the Working Time Regulations 1998 relating to maximum hours work in a week shall not apply to You. Please see the Staff Handbook for more information on this policy.

{%p endif %}

Your working hours are {{ Role\_WorkingDaysAndTime }}.

**{%p if Role\_RotaSetHours != 0 %}**

You will normally work {{ Role\_RotaSetHours }} hours each week. Your normal working hours and days will be on a rota basis which will be supplied to you in advance of each rota.

{%p endif %}

**{%p if Role\_NoRotaSetHours != 0 %}**

You will normally work **{{ Role\_NoRotaSetHours }}** hours each week. These hours will be worked at such times as we may require. You will be notified in advance of the hours that you are required to work.

{%p endif %}

{%p if Role\_WorkAndSchoolHolidays != "None" %}

{{ Role\_WorkAndSchoolHolidays }}

{%p endif %}

You are entitled to a {{ lengthOfLunchBreak }} minute break.

{%p if Role\_OvertimeWorking == True and Role\_OvertimeWorkingPaid == False %}

You will be required to work such additional hours as are necessary for the proper performance of their duties. The Employee acknowledges that they shall not receive further remuneration in respect of such additional hours

{%p endif %}

{%p if Role\_OvertimeWorking == True and Role\_FixedOvertimeHours == 0 %}

You may be asked to work additional hours beyond your normal hours and it is a condition of your employment that you agree to do so when reasonably asked.

{%p if overtimeVoluntary == True %}

You are not obliged to work overtime. All overtime must be approved in advance by **{{ Role\_OvertimeApprovedBy }}.**

{%p endif %}

{%p elif Role\_OvertimeWorking == True and Role\_FixedOvertimeHours != 0 %}

You will, when required by the organisation, be available to work, up to **{{ Role\_FixedOvertimeHours }}** complete hours' overtime per week in excess of your normal working hours although the organisation does not guarantee that overtime will be available to you. It is a condition of your employment that you agree to work these additional hours when asked to do so.

All overtime must be approved in advance by **{{ Role\_OvertimeApprovedBy }}.**

{%p endif %}

**{%p if Role\_NightWorkInvolved == True %}**

In certain circumstances it may be necessary to adjust your hours in order to ensure that your duties in accordance with the terms of the Employment are properly performed.

If at any stage during the Employment you provide the Company with medical evidence that your normal working hours are affecting your health, the Company will change your normal working hours to daytime where this is reasonably practical.

You must have an uninterrupted rest of 48 hours in any 7 days.

**{%p if date\_difference(starting=User\_DateOfBirth, ending=Role\_CreatedDate) < 18%}**

If you are under 18 years of age and the Employer requires you to work at night you will not be required to work between either 10pm and 6am or 11pm and 7am. Prior to your commencing any work for the Employer at night, and at regular 6 monthly intervals thereafter, the Employer must offer you a free assessment of your health and ability to do the work.

In the event that the Employer requires you to work at night you will not be required to work more than 8 hours in any 24 hour period.

In the event that you reach your 18th birthday and still working for the Employer your hours of work may change at which time we shall notify you of the change in working hours and any other variations to your Agreement.

**{%p elif date\_difference(starting=User\_DateOfBirth, ending=Role\_CreatedDate) >= 18%}**

You must not work more than an average of 8 hours in any 24 hour period, calculated over a 17 week period.

{%p endif %}

**{%p if WorkingTimeRegs == True and Role\_NightSpecialHazards == True and Role\_NightWorkInvolved == True %}**

If the work that you undertake involves special hazards, heavy physical or mental strain you must not work more than 8 hours in any 24 hour period.

{%p endif %}

{%p endif %}

**{%p if Role\_SundayWorkInvolved == True %}**

It is a condition of this Contract that You may work on Sundays. Please see the Sunday Working Schedule of this Contract.

{%p endif %}

**{%p if Role\_OvertimeWorking == True and date\_difference(starting=User\_DateOfBirth, ending=Role\_CreatedDate) < 18%}**

Your daily work schedule must not ordinarily exceed 8 hours a day or 40 hours per week. You will be a given a break of at least 30 minutes break after you have worked for more than 4 and a half hours on any day.

It may be necessary to adjust your working hours to suit the needs of the Employer. This will be done entirely at the Employer’s discretion although the Employer will endeavour to give you at least seven days notice in advance of any changes.

The Employer will only increase the number of hours you work to more than 8 per day or 40 per week where:

* it is necessary to meet the demands of the Employer’s business;
* There is no adult available to do the work;
* The work does not affect your education or training;
* You are supervised by an adult (if necessary for protection); and
* You are allowed a period of rest as compensation.

If you are required to work on either Saturday or Sunday the Employer will ensure that you receive at least one uninterrupted rest period of at least 48 hours in every 7 days.

In the event that you reach your 18th birthday and still working for the Employer your hours of work may change at which time we shall notify you of the change in working hours and any other variations to your contract.

{%p endif %}

{%p if Role\_ContractType == "Nanny" %}

**{%p if Role\_NannyBabySitting == True %}**

The Employer may require you to work additional hours doing some babysitting which will be minimal and prior notice will always be given.

{%p endif %}

**{%p if Role\_NannyWorkWeekEnds == True %}**

There may be a few occasional weekends or midweek nights in the year when the Employer will require you to work whilst they are away or when the family and you all go away. Advance notice will be given to you on any such occasion when this occurs.

**{%p endif %}**

**{%p endif %}**

**PAY**

Your basic pay will be **£{{ Role\_EmployeePay }}** per **{{ Role\_EmployeePayPeriod }}** less tax and national insurance.

You will be paid on the **{{ When\_Paid }}** by **{{ How\_Paid }}**

**{%p if PayReviewMonth != None %}**

Your remuneration package will be reviewed annually in **{{ PayReviewMonth }}**

**{%p elif PayReviewMonth == None %}**

Your remuneration package will be reviewed annually.

{%p endif %}

However the Employer is under no obligation to award any increase at any review period. Your remuneration will not be reviewed in circumstances where notice has been given by either party to terminate the agreement. Any remuneration increases are made entirely at the Employer’s discretion.

Your remuneration will not be reviewed in circumstances where notice has been given by either party to terminate the agreement.

**{%p if date\_difference(starting=User\_DateOfBirth, ending=Role\_CreatedDate) < 18%}**

In the event that you reach your 18th or 21st birthday whilst still in the Employer’s employment, your rate of pay will increase to at least the minimum statutory amount for that age.

{%p endif %}

**{%p if Role\_AnnualisedPay == True %}**

Your annual pay represents payment for working {{ Role\_AnnualisedPayWeeks }} weeks out of 52 weeks, and includes a payment in respect of your paid statutory holiday entitlement. It has been adjusted so that you will be paid in 12 equal monthly instalments.

{%p endif %}

**{%p if Role\_OvertimeWorking == True %}**

{{p overtime\_file }}

{%p endif %}

**{%p if Role\_StandbyPayment == True %}**

You will be entitled to a standard weekly standby allowance when you are placed on standby/on call, the details of which are set out in Standby/On Call Schedule.

{%p endif %}

**{%p if Role\_DiscretionaryPolicy == True %}**

As part of Your remuneration You may receive a Discretionary Bonus as set out in the Discretionary Bonus Schedule. The Discretionary Bonus Schedule does not form part of this contract.

{%p endif %}

**{%p if Role\_CommissionPayable == True %}**

As part of Your remuneration You may receive commission as set out Commission Scheme Schedule**.** The Commission Schedule does not form part of this contract.

{%p endif %}

**{%p if Role\_ContractType == "Director" %}**

Your salary is inclusive of any fee that You may be due as an officer of the employer such as a director or officer.

{%p endif %}

**DEDUCTIONS**

In accordance with Sections 13 to 16 of the Employment Rights Act You authorise and consent that the Employer can make deductions from Your salary, or any bonus or commission or any sums owed to You by the Employer as defined by Section 27 of the ERA, any sum due to the Employer including, without limitation; any overpayments (including wages and expenses) or loans made to You by the Employer; charges incurred for non business calls on Employer mobile phones; any holiday taken in excess of Your entitlement as at the date of termination of Your employment; cost incurred in recovering a Business vehicle or personal fuel expenses incurred; cost incurred in providing training courses as set out in this contract.

You also agree to make payment to the Employer of any sums owed by You upon demand by the Employer at any time. This provision is without prejudice to the rights of the Employer to recover any sums or balance of sums owed by You to the Employer by way of legal proceedings.

In the event of such sums being due to the Employer on the termination of Your employment, and if Your final salary payment is insufficient to allow for the whole of any such deduction, You will be required to repay the outstanding amount due to the Employer within one month of the date of the termination of Your employment.

Losses suffered by the Employer and in particular, any losses arising by reason of Your failure to return Employer property upon termination of Your employment or the additional cost to the Employer of covering Your duties for any failure on Your part to work Your full contractual notice, without prior agreement.

**EXPENSES**

The Employer shall reimburse all reasonable expenses properly and necessarily incurred by the Employee in the course of the Employment, upon production of valid receipts or other appropriate evidence of payment.

You shall abide by the Employer’s policies on expenses as communicated to You from time to time.

**TRAINING**

You will receive, upon commencement of employment, training to ensure that you are able to effectively carry out your role.

{%p if Role\_TrainingPaid == True %}

The Employer will fund the following training for you, which you are required to undertake

**{{p training\_course\_file }}**

You may be required to complete further training at the Employer’s discretion.

**{{p recovery\_of\_training\_course\_fees\_file }}**

{%p elif Role\_TrainingPaid == False %}

You are required to undertake the following training at your own expense:

**{{p training\_course\_file }}**

{%p endif %}

**NOTICE PERIODS**

{% if Role\_IsThereAProbationaryPeriod == True %}After the successful completion of any probationary period, {% endif %}Your employment may be ended by either party as follows;

Your employment may be ended by You by {{ Role\_EmployeeNotice }}

The Company may end Your employment by {{ Role\_EmployerNotice }}

**HOLIDAYS**

{%p if Role\_DaysHolidaysProvided != 0 %}

You shall be entitled to {{ Role\_DaysHolidaysProvided }} paid days holiday in each complete holiday year.

{%p elif Role\_HoursHolidaysProvided != 0 %}

You shall be entitled to {{ Role\_HoursHolidaysProvided }} paid hours holiday in each complete holiday year.

{%p endif %}

{%p if Role\_IncBankHolidays == True %}

This holiday allowance shall include the usual public holidays in England and Wales or days in lieu where the Employer requires You to work on a public holiday. This does not include any special bank holidays that may be given at the Employers discretion

{%p endif %}

Your holiday is calculated on a pro rata basis if you work part time.

{%p if Role\_IncreaseHolidaysAfter != 0 %}

After {{ Role\_IncreaseHolidaysAfter }} years’ of service Your entitlement to paid holiday will increase by {{ Role\_IncreaseHolidaysBy }} for each completed calendar year of service, up to a maximum of {{ Role\_IncreaseHolidaysToMaxOf }}.

{%p endif %}

The Employer’s holiday year runs between {{ employerHolYearStart }} and {{ employerHolYearEnd }}.

If Your employment commences or terminates part way through a holiday year, Your entitlement during that holiday year shall be calculated on a pro-rata basis rounded up to the nearest half day.

Holidays must be taken at times convenient to the Employer. You must give at least {{ Role\_NoticeToTakeHolidays }} weeks notice of the dates of any proposed holidays and You must obtain approval from the Employer before taking holiday, or before carrying forward any untaken holiday into a later holiday year.

{%p if compulsoryHols == True %}

The Employer may require you to take leave on specified days. Details of this will be given to you each year as soon as reasonably practicable. The remaining holiday entitlement may, as far as possible, be taken at the time of your choice but approval will be withheld if, in the opinion of the Employer, it is likely to result in serious disruption to the Employer.

{%p endif %}

You will not be allowed to take more than {{ Role\_MaxHolidaysAtAStretch }} weeks at any one time, save at the Employer’s discretion.

{%p if Role\_TermTimeHolidaysOnly == True %}

Your holidays must be taken during the school holidays. You are not entitled to annual leave during the school term. In exceptional circumstances you may request for annual leave to be taken during the school term will be considered and granted at our absolute discretion. If you do take annual leave during the school term, an appropriate deduction will be made from your salary or the Employer may require you to make up the lost hours at times agreed with the Employer.

If your employment starts part way through an academic year, you will be entitled to take holiday during school holidays for the remainder of the academic year.

{%p endif %}

{%p if Role\_AnnualisedPay == True %}

As you are only required to only work during term time, your annual leave will be included in your annualized pay.

{%p endif %}

You shall not be entitled to any payment in lieu of accrued but untaken holiday except on termination of Your employment. The amount of such payment in lieu shall be as set out in our Holiday Policy which is in the Staff Handbook and is available {{ staffHandBookFrom }}

If the Employer has terminated or would be entitled to terminate Your employment under the terms of this contract or if You have terminated Your employment in breach of this contract any payment due shall be limited to Your statutory entitlement under the Working Time Regulations 1998 (SI 1998/1833) and any paid holidays (including paid public holidays) taken shall be deemed first to have been taken in satisfaction of that statutory entitlement.

If on termination of Your employment You have taken more holiday than You have accrued, the Employer shall be entitled to deduct the excess holiday pay from any payments due to You calculated at 1/260th of the Employee's full-time equivalent salary for each excess day.

If either party has served notice to terminate Your employment, the Employer may require You to take any accrued but unused holiday entitlement during the notice period.

**SICKNESS AND SICK PAY**

If You are absent from work due to sickness or injury, You must verbally notify {{ WhoToNotifyOfSickAbsence }} of the reason for your absence as soon as possible but no later {{ NotifyAbsenceNoLaterThan }} on the first day of absence as this is essential to ensure adequate staffing levels.

Only notification by **{{ howtonotifyofabsence }}** will be accepted as notification. Any other form of communication will not be accepted as valid notification of your absence and this may affect your entitlement to SSP and could become a disciplinary matter.

In all cases of absence a self-certification form is required for the first 7 days of absence. You must complete the form and return it to us. The form will be supplied to you. For any period of incapacity due to sickness or injury which lasts for seven consecutive days or more, a doctor’s certificate (fit note) stating the reason for absence must be obtained and submitted at the Employee’s own cost and supplied to {{ staffHandBookFrom }}. Further certificates must be obtained if the absence continues for longer than the period of the original certificate.

The Employee agrees to consent to a medical examination (at the Employer’s expense) by a doctor nominated by the Employer. The Employee agrees that any report produced in connection with any such examination may be disclosed to the Employer and the Employer may discuss the contents of the report with the doctor.

Your qualifying days for SSP purposes are your usual working days in the week that you are

Sick.

If the incapacity is or appears to be occasioned by actionable negligence, nuisance or breach of any statutory duty on the part of a third party in respect of which damages are or may be recoverable, You shall immediately notify the Employer of that fact and of any claim, settlement or judgment made or awarded in connection with it and all relevant particulars that the Employer may reasonably require. You shall if required by the Employer, co-operate in any related legal proceedings and refund to the Employer that part of any damages or compensation recovered by You relating to the loss of earnings for the period of the Incapacity as the Employer may reasonably determine less any costs borne You in connection with the recovery of such damages or compensation, provided that the amount to be refunded shall not exceed the total amount paid to the Employee by the Employer in respect of the period of Incapacity.

The rights of the Employer to terminate the Appointment under the terms of this agreement apply even when such termination would or might cause You to forfeit any entitlement to sick pay or other benefits.

If You do not comply with the Employer's procedures for absence through incapacity, You may lose Your right to statutory sick pay and your absence may be deemed to be unauthorised for which disciplinary action may be taken.

Subject to Your compliance with this agreement and the Employer’s sickness policy, You shall receive Statutory Sick Pay in accordance with the Employer’s sickness policy, which may be amended from time to time, and which is availablefrom {{ staffHandBookFrom }}.

{%p if ContractualSickPay == False %}

Any payment over and above SSP will be made at the absolute discretion of the Employer. Any additional payment is based on its own merits and shall not be considered a precedent for any further sick leave. In any event the rules set down above must be followed.

{%p elif ContractualSickPay == True %}

After the Employee has completed {% if Role\_IsThereAProbationaryPeriod == True %} their probation period and {% endif %}CSP {{ PeriodOfServiceToGetCSP }} , and comply with the Employer’s sickness policy, the Employer will pay sick pay in any 52 week period as follows;

Your full salary for up to a total of {{ FullPayForSickHowManyDays }} days{% if HalfPayForSickHowManyFullDays != 0 %} and half salary for up to a total of {{ HalfPayForSickHowManyFullDays }} days when your full pay entitlement is used up.{% endif %}

{%p endif %}

Your salary will include any statutory sick pay to which You are entitled. If You have been on long term sick leave continuously for more than a year You will not qualify for contractual sick pay again until You have returned to work for a total of {{ HowLongAfterReturnToWorkForCSP }}.

**OTHER PAID LEAVE**

You may be eligible to take the following periods of paid leave, subject to any eligibility and notice requirements:

* statutory maternity leave
* statutory paternity leave
* statutory adoption leave
* shared parental leave
* parental bereavement leave

The Employer’s rules relating to paid leave, and pay whilst on such leave are set out in the staff handbook

**CHANGE OF PERSONAL CIRCUMSTANCES**

It is very important that You inform the Employer of any changes to Your personal circumstances such as change of address and/or telephone number, next of kin, bank or building society details, dependants, marital status, gain of qualifications, criminal convictions, loss of driving or other licences.

It is expected that You will have given all the correct details concerning age, dependants, qualifications, grades of examination passes etc. Should the Employer discover that You have provided any false information in this or any other material in this respect, the Employer reserves the right to terminate Your contract with or without notice or payment in lieu.

**QUALIFICATIONS AND EXPERIENCE**

You confirm that the work experience, examination grades and the details contained on your CV, application form or given at the interview are correct and are not in any way misleading, falsified or exaggerated.

**{%p if Role\_MustMaintainProfQuals == True %}**

Your employment and continued employment is conditional upon You maintaining all the educational, vocational, and professional and any other appropriate qualifications that You stated You had when You completed Your application form and as stated at Your interview.

You may also be asked at any time during Your employment to provide to the Employer the originals of all examination, undergraduate and postgraduate certificates and certificates of any professional qualifications.

{%p endif %}

**{%p if Role\_MustMaintainDBSCheck == True %}**

Your employment and continued employment is conditional upon You having and maintaining a clean and up to date Disclosure & Barring Service check.

{%p endif %}

{%p if Role\_ContractType == "Nanny" %}

**{%p if Role\_MustMaintainProfQuals == True %}**

Your employment and continued employment is conditional upon You having and maintaining, an up to date OFSTED registration and all the educational, vocational, and professional and any other appropriate qualifications that You stated You had when You completed Your application form and as stated at Your interview. If the You fail to renew, or Your registration is rejected or cancelled at any time You must immediately inform the Employer giving full details of reason that the registration was not renewed, the employer reserves the right to terminate Your employment if Your OFSTED registration is not renewed.

You will also be asked at any time during Your employment to provide to the Employer the originals of all examination, undergraduate and postgraduate certificates and certificates of any professional qualifications.

{%p endif %}

{%p endif %}

**PENSION**

The details of Your pension entitlement are set out in the Pension Schedule.

**GARDEN LEAVE**

Following the serving of notice by either party to terminate this contract the Employer reserves the right at any time during Your notice period to place You on Garden Leave for all or part of the notice period. This means that You will continue to be an employee but will not be required to attend work or perform any services for the Employer. During any period of Garden Leave the Employer will not be obliged to provide You with any work and You will not have the right to conduct any work for the Employer.

You continue to be bound by the terms of this contract and will receive Your salary and all of Your usual contractual benefits.

You must not without the prior consent of the Employer attend any of the Employers premises or places of work or contact any of the following; other members of staff, clients, customers, suppliers or any other person associated with the Employer.

Except for when You are on holiday, You must ensure that Your line manager or any other person appointed knows where You will be and how the Employer can contract You during each working day.

**PAYMENT IN LIEU OF NOTICE**

The Employer may in its sole and absolute discretion, end this Contract at any time with immediate effect by paying You in lieu of notice. In such circumstances You will not be required to work any notice period. The Payment in Lieu of Notice will be equal to the basic salary for Your notice period, less income tax and National Insurance contributions which the Employee would have been entitled to receive under this agreement during the entire notice period or, if notice has already been given, during the remainder of the notice period . Any Payment in Lieu shall not include any payment for bonus or commission, benefits or holiday that would have been earned during the notice period.

The Employer may pay the payment instead of notice by equal monthly instalments until the date on which Your Notice would have expired. You shall be obliged to seek alternative income during this period and to notify the Employer of any income so received. The instalment payments shall then be reduced by the amount of such income.

You have no right to payment instead of notice unless the Employer decides to pay it.

Nothing in this clause stops the Employer from ending this Contract if You are in breach of its terms.

**DISCIPLINARY AND GRIEVANCE PROCEDURES**

The Employer's disciplinary procedure, which does not form part of Your contract of employment, is set out in the Staff Handbook. The disciplinary procedure will not apply to You during Your probationary period.

The Employer reserves the right to suspend You at any time, with pay, whilst investigating any disciplinary matter or for a health and safety reason and/or to suspend You without pay as a disciplinary measure. During any period of suspension:

1. You shall continue to receive Your basic salary and all contractual benefits in the usual way and subject to the terms of any benefit arrangement;
2. You shall remain an employee of the Employer and bound by the terms of this agreement;
3. You shall ensure that You inform the Employer of where You are and how can be contacted during each working day (except during any periods taken as holiday in the usual way);
4. the Employer may exclude You from the place of work or any other premises of the Employer; and
5. the Employer may require You not to contact or deal with (or attempt to contact or deal with) any officer, employee, consultant, client, customer, supplier, agent, distributor, shareholder, adviser or other business contact of the Employer.

The Employer's grievance procedure, which does not form part of Your contract of employment, is set out in the Staff Handbook. The purpose of the grievance procedure is to enable You to resolve any problems You may have about any aspect of Your employment. You should first discuss the matter with Your immediate line manager and only if You are unable to resolve the matter should You then take the steps set out in the grievance procedure.

**Termination Without Notice**

The Employer shall be entitled to terminate Your employment in writing without notice or pay in lieu of notice without prejudice to any rights or claims it may have against You, if at any time You; carry out a serious breach of Your duties as an employee, to include but not limited to; any gross misconduct affecting the business of the Employer; dishonesty; any serious breach of this agreement; are incapable of properly performing Your duties, improper use of the computer system; taking or under the influence of non-prescribed drugs and/or alcohol; You become ineligible to work in the UK;

The reasons listed in this clause do not limit any other rights of the Employer to end this Contract.

**RETURN OF PROPERTY**

Any equipment, 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 Employers computer systems or other electronic equipment (including mobile phones), remain the property of the Employer. You must only use it for legitimate business expenses on behalf of the Employer. The Employer may request at any time any property belonging it to be returned without delay.

On the termination of your employment, you must immediately return to the Employer in accordance with its instructions all equipment, correspondence, records, specifications, software, external flash drives, models, notes, reports and other documents (and any copies thereof) and any other property belonging to the Employer or its Associated businesses (including but not limited to the Company car, keys, credit cards and passes, software passwords, ID cards, security passes, client data) which are in your possession or under your control.

**DATA PROTECTION**

The Employer will collect and process information relating to the Employee in accordance with the privacy notice which is provided to You and Data Protection Policy, which may be amended from time to time and are available from {{ staffHandBookFrom }}..

You shall comply with the Privacy Policy and Data Protection policy when handling personal data in the course of employment including personal data relating to any employee, worker, contractor, customer, client, supplier or agent of the Employer. You will also comply with all other policies of the Employer relating to processing data.

If You fail to adhere to the Employer’s Data Protection policy or any of the Employer’s policies concerning data processing this may be dealt with under the Employer’s disciplinary procedure. In certain cases this may be considered serious enough to be treated as gross misconduct leading to summary dismissal.

**DUTY OF FIDELITY**

You have a duty to act at all times in the best interest of the Employer and owe a duty of fidelity and trust and confidence to the Employer.

**COLLECTIVE AGREEMENTS**

There are {% if collectiveAgreement == False %}no {% endif %}collective agreements that affect the terms and conditions of Your employment.

**{%p if rules\_and\_regulations\_file is not None %}**

**RULES AND REGULATIONS**

The Employee must {{p rules\_and\_regulations\_file }}

{%p if Role\_ContractType == "Estate Agent" %}

The Employee must follow all rules and regulations set down in statute, including but not limited to the Consumer Protection from Unfair Trading Regulations 2008, The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, Estate Agency Act 1979, GDPR. Failure to follow such rules and procedures may lead to disciplinary action against the Employee. Severe breaches of any rule may be considered grounds for summary dismissal.

{%p endif %}

{%p endif %}

{%p if Role\_ContractType == "Nanny" %}

**{%p if Role\_NannyAllowSmokingDrinkingDrugs == True %}**

**SMOKING, DRINKING AND DRUGS**

The Employer does not allow smoking or vaping in the house and you are not permitted to smoke or vape whilst the children are in your care. If you are caring for the children away from the Employer’s house, you must also avoid any environment that suffers from cigarette or cigar smoke.

You are not permitted to drink alcohol whilst children are in your care. It is strictly forbidden to come to work whilst under the influence of alcohol. Any act of random excessive drunkenness may be regarded as gross misconduct for which summary dismissal may be the penalty.

It is a criminal offence to use, possess or deal in any controlled substances and if you are found to be involved in any of those activities, you may be dismissed for gross misconduct.

You must not use or possess or deal in any Legal Highs or controlled substances. It is strictly forbidden to come to work whilst under the influence of any Legal Highs or controlled substances. If you are found to be involved in any of those activities, you may be dismissed for gross misconduct

{%p endif %}

{%p if Role\_NannyAllowedEntertain == True %}

You may entertain nanny and mother friends and their charges in the Employer’s house but their visits should be discussed and agreed in advance with the Employer.

{%p elif Role\_NannyAllowedEntertain == False %}

You are not permitted to entertain any other nannies and mother friends and their charges in the Employer’s house.

{%p endif %}

{%p endif %}

{%p if Role\_NannyGivenAccomodation == True %}

**ACCOMMODATION**

You will be provided with accommodation which you must occupy for the better performance of your duties and which you will occupy under a license.(See Accommodation / House Rules Schedule of this Agreement. When your employment with the Employer terminates for whatever reason, you will be required to vacate the accommodation provided on the last day of your employment. A list of house rules relating to your occupation in the accommodation providedis set out in the House Rules Schedule of this Agreement.

{%p endif %}

**{%p if Role\_NannyGivenFood == True %}**

**MEALS**

You will be provided with meals and beverages when on duty.

**{%p elif Role\_NannyGivenFood == False %}**

You will be expected to provide for your own food and beverages during your employment

{%p endif %}

**TELEPHONE**

{%p if Role\_NannyUseHomePhone == True %}

You may use the home telephone for calls directly related to your work. You may not make personal calls, except in an emergency or with the Employer’s prior agreement.

{%p endif %}

{%p if Role\_NannyProvideOwnMobile == True %}

The Employee will provide their own mobile phone.

{%p endif %}

{%p if Role\_NannyEmployerProvideMobile == True %}

The Employer will provide a mobile phone.

The Employer will pay for local calls and international calls where they relate to the job. All personal calls will be paid for by the Employee. Should You fail to make such payment You agree that the Employer may take such deductions from Your salary. The Employee will be expected to keep to a minimum personal calls during the working day, save for exceptional circumstances.

{%p endif %}

{%p if Role\_CarIsProvided == True%}

{%p if Role\_DoesEmployeeNeedToUseOwnCar == True %}

**CAR**

{%p if Role\_CarIsProvided == True %}

The Employer may provide you with a car to discharge your duties**.** The Employer shall bear or reimburse all of its costs whilst you are carrying out your duties**,** except running costs attributable to private use. If provided with a car You will take good care of the car and comply with the Employer's car policy. You shall ensure that the provisions of any policy of insurance notified to You are observed.  **I**f you have an accident where it is not possible to claim against a third party, you will be required to pay the excess due for any claim and the Employer shall be entitled as a result of your agreement to the terms of this contract to deduct such sum from any payment of salary made to you.

{%p endif %}

{%p if Role\_DoesEmployeeNeedToUseOwnCar == True %}

You are required to use Your car for work purposes You must comply with the Employer’s car policy. You shall be responsible for payment of all reasonable standing and running costs of the car including insurance, tax, MOT, maintenance and repair.

{%p endif %}

{%p if Role\_PencePerMilePaidForOwnCarUse != "None" %}

You will receive  **{{ Role\_PencePerMilePaidForOwnCarUse }}** per mile to cover for fuel wear and tear and running costs for Your vehicle used for work purposes.

{%p endif %}

{%p if Role\_AllowancePaidForOwnCarUse != "None" %}

You will receive a monthly car allowance of **{{ Role\_AllowancePaidForOwnCarUse }}** subject to tax and national insurance.

{%p endif %}

{%p endif %}

The Employer may deduct from salary payments, or charge to the Employee, the amount of any parking fines and penalties, insurance excess or other reasonable costs should a vehicle be involved in a road traffic accident or damaged in any other way while being driven by You or in Your care.

The Employer shall have the right to terminate the Appointment without prior notice or payment in lieu of notice if You are convicted of a driving offence or disqualified from driving.

{%p endif %}

**BENEFITS**

You may be entitled to benefits provided by the Employer, subject to the terms and conditions of such schemes that are from time to time in force. Details of the schemes can be obtained from {{ staffHandBookFrom }}. Howeverthe Employer reserves the right to terminate its participation in any scheme, amend or alter the benefits available to You, or to replace or remove the scheme or benefit at its absolute discretion.

For the avoidance of doubt, participation in any of the Employers schemes is without prejudice to the Employer’s right to terminate employment for whatever reason and at any time, with or without notice, in accordance with the terms of this agreement.

{%p if Role\_ProvidePHI == True %}

**PERMANENT HEALTH INSURANCE**

After You have completed {% if Role\_IsThereAProbationaryPeriod == True %}Your probation period and {% endif %} {{ Role\_ProvidePHIAfter }} month service You may, be entitled to join the Employer’s Permanent Health Insurance Scheme at the Employer’s cost.

Further details and conditions are set out in the Staff Handbook.

{%p endif %}

{%p if Role\_ProvideLifeCover == True %}

**LIFE INSURANCE**

After completing {% if Role\_IsThereAProbationaryPeriod == True %}Your probation period and {% endif %} {{ Role\_ProvideLifeCoverAfter }} You shall be entitled to participate in any life insurance scheme that may be in force from time to time subject to the rules of those schemes.

{%p endif %}

{%p if Role\_ProvideMedicalHealthCare == True %}

**PRIVATE MEDICAL HEALTH CARE**

After completing {% if Role\_IsThereAProbationaryPeriod == True %}Your probation period and {% endif %} {{ Role\_ProvideMedicalHealthCareAfter }} service the Employer may, at its discretion, provide with a medical care scheme.

If the insurance provider refuses to provide you with permanent health insurance the Employer is under no obligation to provide you with alternative or any replacement cover or benefit of a similar kind.

{%p endif %}

**INTELLECTUAL PROPERTY**

Intellectual Property Rights means the following patents, rights to Inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

You shall give to the Employer full written details of all Inventions and of all works that include Intellectual Property Rights made in full or part by You at any time during the course of Your employment with the Employer which relate to, or are reasonably capable of being used in, the business of the Employer. You acknowledge that all Intellectual Property Rights subsisting (or which may in the future subsist) in all such Inventions and works shall automatically, on creation, vest in the Employer absolutely. To the extent that they do not vest automatically, You hold them on trust for the Employer. You agree promptly to execute all documents and do all acts as may, in the opinion of the Employer, be necessary to give effect to this clause.

You hereby irrevocably waive all moral rights under the Copyright, Designs and Patents Act 1988 that exist now and in the future in and to any material above.

You irrevocably appoint us to be Your attorney in Your name and on Your behalf to execute documents, use Your name and do all things which are necessary or desirable for us to obtain for ourselves or our nominee the full benefit of this clause.

{%p if Role\_AccessToConfidentialInformation == True %}

**CONFIDENTIAL INFORMATION**

You agree that, (unless you are required to do so to fulfil your role) during Your employment, and at any time after its termination, You shall not directly or indirectly, use for your own purposes or those of any other person, company, business entity or other organisation, or disclose to any person, company, business entity or other organisation any Confidential Information.

Confidential information is defined as any trade secrets or confidential business information relating or belonging to the Employer or its associated companies held or recorded in any form. It includes but is not limited to such matters relating to the business, clients, customers, business contacts, contracts, services or products financial information, price lists or pricing structures , marketing and sales information, business plans or dealings, employees or officers, financial information, technical data and know-how relating to the business of the Employer, any document marked “Confidential”, or any information which you have been told is confidential or which you might reasonably expect the Employer would regard as confidential, or any information which has been given to the Employer or any associated company in confidence by customers, suppliers or other persons.

You shall not at any time make any notes, recordings, copies or memoranda relating the Employer’s business except in the proper performance of your duties for the sole benefit of the Employer.

You should make yourself aware of the Employer’s policies in relation to compliance with the General Data Protection Regulation and the Data Protection Act in force from time to time and undertake to act in accordance with these at all times, including exercising reasonable care to keep safe all documentary or other material containing confidential information. You shall inform the Employer immediately upon discovery of a data breach. You shall, at the time of termination of Your employment with the Employer, or at any other time upon demand, return to the Employer any such material in the Your possession.

The obligations in this clause shall cease to apply to any information is already in, or comes in to the public domain.

**{%p if Role\_ContractType == "Nanny" %}**

You will not at any time, either during your employment or afterwards, disclose, divulge or publish to any unauthorised person, firm or company the affairs and concerns of the Employer or their family and friends or their transactions and business, except in the proper course of your duties during your employment by the Employer.

You must not, whether during your employment with the Employer or after the end of it, whether you resign or are dismissed by the Employer for whatever reason, unless expressly authorised in writing by the Employer, disclose to any person or use any confidential information relating to the Employer their family and the children of the family. This includes but is not limited to any photographs, videos or recordings of any type or any other details relating to the Employer, their family and/or their children and or friends of the family. This includes but is not limited to any comments, posts, photographs, video recordings or any other forms of publishing on any social media sites or platforms such as Facebook, Twitter, Instagram Tic Tok etc.

You are not permitted to take photographs or videos of any members of the family or their friends without specific prior authority from the Employer. All photographs and videos taken will be the property of the Employer even if taken on Your own device, and should be shown to the Employer who can ask you to delete them from the device they have been taken on. They must not be uploaded to any social media including whatsapp, facebook, twitter, without the employers express permission.

{%p endif %}

{%p endif %}

{%p if Role\_NoApproachClients == True or Role\_NoApproachEmployees == True or Role\_NoApproachSuppliers == True %}

**RESTRICTIONS**

You must not work for or be involved in any way with any other business whilst You are employed by the Employer without prior written consent from the Employer.

You must only make contact with the Employer’s, past, current or prospective suppliers, customers or clients to pursue the legitimate business interests of the Employer and are forbidden from contacting them with the intention of setting up a competing business or working for a rival business after leaving the Employer. If You breach this clause the Employer will consider this a serious offence and may take disciplinary action against You which may result in summary dismissal.

**Restrictions after You leave**

You accept that it is reasonable for the Employer to make the following restrictions so that it can legitimately protect its business, Confidential Information, trade secrets and business connections which You have or will have access to as a consequence of Your employment.

**Non-solicitation**

Restricted Client means any person, firm, employer, organisation or other entity which was a client, prospective client or in the habit of dealing with the Employer that You worked with or had material dealings with or You became aware of at any time during the 12 months prior to the termination of Your employment

{%p endif %}

{%p if Role\_NoApproachEmployees == True %}

1. {{ Role\_NoApproachEmployeesForHowLong }} months from the date of Your termination of employment in any capacity, either on Your own behalf or for any other person, firm, organisation or Employer, directly or indirectly carry out or attempt to carry out, employ or engage, solicit or entice away any person who has during the 12 months preceding the termination of Your employment has worked for the Employer in any capacity with whom You have had material dealings in the period of 12 months prior to the termination of Your employment, or

{%p endif %}

{%p if Role\_NoApproachClients == True %}

1. You agree that you shall not, during your employment and for a period of{{ Role\_NoApproachClientsForHowLong }} months from the date of Your termination of employment in any capacity, either on Your own behalf or for any other person, firm, organisation or Employer, directly or indirectly solicit or attempt to solicit the business of a Restricted Client with a view to providing goods or services to that Restricted Client, that is in competition with the Employer in relation to any products or services provided by the Employer with which You were concerned during the last twelve months of Your employment with the Employer; or
2. accept any business or orders, or provide goods or services to, or conduct any type of business with any Restricted Client in the course of any business concern which is in competition with the same type of business of the Employer that You were involved in during the last twelve months of Your employment with the Employer; or
3. attempt to get any Restricted Client to stop conducting business with the Employer or to reduce the amount of business conducted with the Employer; or

{%p endif %}

{%p if Role\_NoApproachSuppliers == True %}

1. You agree that you shall not, during your employment and for a period of{{ Role\_NoApproachSuppliersForHowLong }} months from the date of Your termination of employment in any capacity, either on Your own behalf or for any other person, firm, organisation or Employer, directly or indirectly solicit or attempt to place orders with, or obtain business from suppliers who were suppliers of the Employer at any time during the period of 12 months prior to the termination of Your employment and with whom You dealt or had contact during that period.

{%p endif %}

{%p if Role\_NoWorkForCompetitors == True %}

**Non-competition**

1. for **{{ Role\_NoWorkForCompetitorsForHowLong }}** months after Termination, be involved in any Capacity with any business concern which is or intends to be in competition with the same type of business of the Employer that You were carrying out on behalf of the Employer during the last twelve months of Your employment with the Employer, or which will or may involve You using confidential information in order to fulfil the duties of that position.
2. The Employer considers that it is reasonable to protect their legitimate business interests that this restriction shall extend for a radius of **{{ RoleDistancenottocompete }}** miles from the present location of the Employer.

The following restrictions also apply.

1. After the termination of Your employment, You must not present Yourself or allow Yourself to be held out or presented as being in any way connected with or interested in the business of the Employer in any capacity (whether as agent, consultant, director, employee, worker, owner, partner or shareholder) ; or
2. After the termination of Your employment, You must not without the written consent of the Employer at any time, divulge to any person, firm or Employer the contents or nature or make use of any material of whatsoever nature in which the copyright is owned by the Employer or by any client or any confidential information belonging to the Employer;

Any reference to acting directly or indirectly shall include (without prejudice to the generality of that expression) references to acting alone, jointly with, on behalf of, by means of, or through the agency of any other person, firm, Employer or organisation.

It is agreed that each of the restrictions set out above is intended to be separate and severable. If any one or more of the restrictions shall be held to be void but would be valid if any particular restriction or restrictions were deleted or part of their wording were deleted or restricted or limited in any way, such restriction shall apply with such deletion restrictions or limitations as necessary to make it valid or effective.

None of the restrictions prevent You from the following;

1. holding share or other financial investments provided they are not more than 5% of the total issued share capital of any business, whether or not the business is listed on a recognised stock exchange, or
2. being employed or concerned in any business provided that Your duties or work are in geographical areas that are not in competition with the same type of business of the Employer that You were involved in during the last twelve months of Your employment with the Employer; or
3. 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 prior to Termination.

The periods for which the restrictions apply shall be reduced by the equivalent period that You are placed on Garden Leave.

It is Your responsibility to provide a copy of these restrictive covenants to any potential employer in circumstances where You are still bound by the restrictions prior to the expiry of the last of the restriction. You must also inform Employer of the name and address of the organisation You have provided a copy to.

{%p endif %}

**OUTSIDE BUSINESS INTERESTS**

You shall dedicate Your entire time to the Employer during Your working time. Unless You have prior written authority from the Employer You cannot work or be engaged in any other business, whether paid or unpaid, during and outside the normal business hours of the Employer. You are not allowed to have any interest in any business or other such organisation which directly or indirectly competes with the Employer.

**GENERAL PROVISIONS.**

In the event that there is any conflict between the terms of this agreement and the provisions of the Employer's staff handbook, the terms of this agreement shall prevail. The Employer reserves the right (to be exercised reasonably) to amend vary or delete the terms of this agreement and/or the contents of the Staff Handbook

If this agreement is terminated due to liquidation of the Employer to enable it to carry out a reconstruction or amalgamation and You are then offered employment with any subsequent business that is a result of the reconstruction or amalgamation and You are offered terms that are substantially the same as the terms of this agreement You shall have no claim against the Employer.

Only You and the Employer shall have any right to enforce any of the terms of this Agreement.

Any changes to this Agreement must be done in writing and signed by both parties.

This Agreement represents the entire agreement entered into between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter employment Contract and no previous discussions or agreements form part of it.

Nothing in this Contract limits liability for fraud.

It is a condition of Your contract of employment that You will immediately, if requested, allow a representative of the Employer (of the same sex) to conduct, in the presence of a witness, a search of Your possessions, clothing, locker and (where relevant) Your car for the purpose of ensuring that no property belonging to the Employer or any of its employees is unlawfully removed from its premises. It is agreed that the conduct of such a search does not constitute an allegation or admission of guilt of any wrongful conduct.

You agree that the Employer can transfer Your employment to any Associated Employer at any time. 'Associated Employer' is the Employment Rights Act 1996.

All Notices given by one party to the other must be in writing. The Notice can be delivered by hand or posted by pre-paid first class post to the other's address as shown in this Contract. If either party change addresses they must inform the other party of the change of address for Notices.

Any Notice delivered by post, will be treated as having been received on the second business day after posting (excluding weekends and public holidays).

Notices sent by email are not valid.

This agreement shall be governed and interpreted by English law and the parties agree that the exclusive jurisdiction of the courts of England and Wales will resolve any disputes that arise out of or in connection with this agreement.

{%p if Role\_StandbyPayment == True %}

{{p standby\_oncall\_file }}

{%p endif %}

{%p if Role\_AllowWorkFromHome == True %}

**HOMEWORKING SCHEDULE**

You will at all times abide by the Employers Homeworking Policy set in the staff Handbook.

You are required to inform us as soon as possible if you plan to change your home address.

You consent to the Employers representatives, at reasonable times and on reasonable notice, entering your home address to:

(a) install, inspect, replace, repair, maintain or service the Employers Property during your employment;

(b ) carry out health and safety risk assessments of the Employers Property and your workstation during your employment; and

(b) recover the Employers Property on or after termination of your employment.

**{%p if Role\_WorkFromHomeAllowance == True %}**

We will pay you a sum of £{{ Role\_WorkFromHomeAllowance }} per month to contribute to the costs of working from home.

{%p endif %}

{%p endif %}

**{%p if Role\_CommissionPayable == True %}**

{{p commission\_scheme\_file }}

{%p endif %}

**{%p if Role\_DiscretionaryPolicy == True %}**

**DISCRETIONARY BONUS SCHEME SCHEDULE**

**The terms of this discretionary bonus scheme do not form part of the terms of your contract of employment.**

The Employer may pay You a discretionary bonus. Any entitlement to participate is at the sole and absolute discretion of the Employer and there is no contractual entitlement for You to receive a bonus at any time, irrespective of whether bonuses have been paid to You or to others on previous occasions. The Employer reserves the right to terminate, vary or amend any bonus scheme that may be in place at any time by giving 7 days written notice to the Employee at any time to exclude the Employee from participation in the bonus scheme for any reason. Any Bonus payments are subject to deductions for Income Tax and National Insurance.

Details of the Discretionary Bonus Scheme are set out as follows

{{p bonus\_scheme\_file }}

{%p endif %}

**PENSIONS SCHEDULE**

{%p if IsThereADesignatedPension == True %}

You will be eligible to benefit from the Employer's designated pension scheme. Details of the pension arrangements are set out in the Staff Handbook available from {{ staffHandBookFrom }}

{%p endif %}

{%p if AutoEnrollmentPension == True %}

**Auto-enrolment Pension**

The Employer will comply in accordance with its duties as set in Part 1 of the Pensions Act 2008,

{%p endif %}

{%p if OccupationalPension == True %}

**Occupational Pension Scheme**

1. You may join the Employer's occupational pension scheme (or any other registered scheme that may replace it), subject to any such scheme’s rules that may be amended from time to time.

2. If you join the Scheme, You will be required to pay contributions as required under the scheme's rules which may be amended from time to time. You authorise The Employer to deduct Your contributions direct from Your salary.

{%p endif %}

{%p if GroupPension == True %}

**Group Personal Pension Scheme**

You will join the Employer's Group Pension scheme (or any other registered scheme that may replace it), subject to any such scheme’s rules that may be amended from time to time. The Employer will contribute, during each year of Your employment with the Employer, an amount equal to {{ PercentageEmployer }} of Your salary; You will contribute, an amount equal **to** {{ PercentageEmployee }} of Your salary.

The Employer’s contributions will be subject to the rules of the scheme and to any such tax reliefs and exemptions available that may be amended from time to time. The Employers contributions will be paid by equal monthly in arrears.

You can contribute to the scheme by an amount up the lower of 100% of Your salary, and the annual allowance set by HM Revenue & Customs which may vary from time to time.

You authorise The Employer to deduct Your contributions direct from Your salary.

{%p endif %}

{%p if PersonalPension == True %}

**Personal Pension Scheme** You will become a member of a Qualifying Personal Pension scheme. During each of your employment the Employer will contribute an amount equal to {{ PersonalPercentageEmployer }}% of your salary and You shall contribute an amount equal to {{ PersonalPercentageEmployee }}% of your salary.

The Employer’s contributions will be subject to the rules of the scheme and to any such tax reliefs and exemptions available that may be amended from time to time. The Employers contributions will be paid by equal monthly in arrears.

You can contribute to the scheme by an amount up the lower of 100% of Your salary, and the annual allowance set by HM Revenue & Customs which may vary from time to time.

You authorise The Employer to deduct Your contributions direct from Your salary.

{%p endif %}

**{%p if job\_description\_file is not None %}**

{{p job\_description\_file }}

{%p endif %}

**{%p if Role\_SundayWorkInvovled == True %}**

{{p sunday\_working\_file }}

{%p endif %}

{%p if Role\_NannyGivenAccomodation == True %}

**SCHEDULE - ACCOMMODATION RULES**

We have set out below certain rules that you must adhere to as part of the terms of you staying in our accommodation. We may amend and revise these at any time. The Accommodation rules are as follows:

1. {%p if Role\_NannyAllowSmokingDrinkingDrugs == False %}
2. You must not to smoke/vape whilst on our premises.
3. {%p endif %}
4. You are not allowed to have overnight guests.
5. {%p if Role\_NannyAllowedEntertain == False %}
6. You are not allowed to entertain guests at our property.
7. {%p elif Role\_NannyAllowedEntertain == True %}
8. You may only entertain guests at our property at any one time with our prior consent.
9. All guests must leave our premises by {{ Role\_NannyAllowedEntertainXGuestsWhenLeave }} pm.
10. If you would like to have an overnight guest you must obtain our prior authority.
11. {%p endif %}
12. You must always set the alarm when leaving the Employer’s property empty.
13. You must clean your accommodation at least once a week, including vacuuming and polishing.
14. You must report any breakages, damages or defects to the Employer’s property or other problems in relation to your accommodation immediately.
15. You must not make any structural or decorative changes to the accommodation.
16. You are required to keep noise to a minimum.

{%p endif %}

{%p if Role\_NannyGivenAccomodation == True %}

**SCHEDULE- LICENCE TO OCCUPY ACCOMODATION**

**PARTIES**

1. **{{ company\_name }},** {% if company\_entity == "Limited Company" %}a company registered in {{ where\_registered }} under number **{{ Company\_Registration\_Number }}{% endif %}**

of {{ employer\_address01 }}, {{ employer\_address02 }}, {{ employer\_address03 }}, {{ employer\_postcode }} (“The Employer”)

**(2)** {{ User\_Address01 }}, {{ User\_Address02 }}, {{ User\_Address03 }}, {{ User\_PostCode }} (“You , Your”)

1 Job title

The Employer shall employ the Employee as a {{ Role\_ContractType }}.

2 Requirement to reside on premises

**2.1** The Employee is required to reside on the premises in the accommodation known as {{ employer\_address01 }}, {{ employer\_address02 }}, {{ employer\_address03 }}, {{ employer\_postcode }} or such other accommodation on the premises as the Employer may allocate to the Employee ('the Accommodation') in order properly to perform their duties.

**2.2** The Employee shall occupy the Accommodation as licensee only free of rent and nothing contained in this Agreement shall be construed to create a tenancy of the premises and the parties acknowledge that they have no intention of creating any tenancy.

**2.3** The licence given to the Employee to reside in the Accommodation is personal to the Employee and is not assignable by them and shall terminate automatically without notice as soon as the Employee to personally reside in the Accommodation. The management and control of the Accommodation shall remain vested in the Employer who shall have a right of entry at all times for the purpose of exercising such management and control.

3 Duty to take care of the Accommodation

3.1 The Employee shall take reasonable care of the interior of the Accommodation including all fixtures and fittings and shall keep the same clean and tidy and shall make good the Accommodation or shall at the Employers sole discretion, pay compensation for the cost of repair of any damage caused by the willful acts of the Employee or the Employee's spouse or children ortheir visitors but shall not otherwise be required to carry out repairs or decorations to the Accommodation.

4 Restrictions upon use of Accommodation

{%p if Role\_NannyUseAccomodationAlone == True %}

**4.1** The Employee shall not use the Accommodation for any purpose whatsoever save as residential accommodation for themselves

{%p elif Role\_NannyUseAccomodationAlone == False %}

The Employee shall not use the Accommodation for any purpose whatsoever save as residential accommodation for themselves and their spouse and dependent children.

{%p endif %}

**4.2** The Employee shall not:

**4.2.1** Do or permit or suffer anything which may cause nuisance or annoyance to the Employer or to the occupiers of the premises in which the Accommodation is situated or of other nearby premises;

**4.2.2** Use the Accommodation or any part of it, neither for any illegal or immoral purposes nor for any trade or business;

**4.2.3**  Purport to let the Accommodation or any part of it;

**4.2.4** Take in any lodger or paying guest;

{%p if Role\_NannyAllowedPets == True %}

4.2.5 Keep (or permit to be kept) in the Accommodation any pets.

{%p endif %}

{%p if Role\_NannyAccommodationExpenses == True %}

5 Outgoings

5.1 The Employer shall be responsible for all payments in respect

* + - * 1. To pay all charges in relation to the supply of electricity, gas, water (including sewerage), telephone and cable services to the Property during the Licence Period.
        2. To pay the television licence fee in respect of any television set in the Property.
        3. To pay the council tax for the Property to the relevant local authority.
        4. If the Employee has hired any television receiver, video equipment, cable equipment or similar, to arrange for its return to the hirer on termination of this Agreement.
        5. To pay the Employer’s reasonable costs of replacing a key or security device to access the Property upon receipt of written evidence of the costs incurred by the Employer.

{%p endif %}

6 Vacation of the Accommodation

**6.1** Immediately upon the Employee ceasing to be employed by the Employer for whatever reason the Employee {% if Role\_NannyUseAccomodationAlone == False %}and the Employee's spouse and children resident with them {% endif %} shall vacate the Accommodation and remove from it all items belonging to the Employee**.**

**6.2** If the Employee remains on the premises with the Employer's consent after termination of his/her employment by the Employer this Agreement shall remain in full effect and for the avoidance of doubt the Employee shall occupy the premises only as licensee.

6.3 If the Employee’s belongings have not been removed from the Property on termination of this Agreement, the Employer shall take reasonable steps to contact the Employee to notify them. If, within 7 days from the termination of this Agreement, the Employee’s belongings have not been collected, the Employer will be entitled to remove and dispose of the goods.

{%p endif %}

Signature ……………..………………………………..

Full name ……………..………………………………..

Position ……………..………………………………..

Date ……………..………………………………..

I confirm that I have read and agree to these terms.

{{ User\_FirstName }} {{ User\_LastName }}

Employee signature ……………..………………………………..

Date ……………..………………………………..