**LIVE IN CONTRACT OF EMPLOYMENT**

This contract sets out details of the main terms of your employment**,** and incorporates the Section 1 Written Statement of Particulars which you are required to be given under the Employment Rights Act 1996.

## Parties to the Contract:

The Employer: **………...…………………………….. of *(address)* ………………………………………………………………**

And

The Employee: **……………………………………….. of *(address)* ……………………………………………………………….**

**Collective Agreements:**

There are no Collective Agreements affecting the terms of your employment.

**Changes to Terms of Employment:**

The employer reserves the right to make any reasonable changes to the terms and conditions of your employment from time to time. You will be notified of minor changes of detail by way of a general notice to all employees affected by the change, and any such changes take effect from the date of the notice.

You will be given not less than one month’s written notice of any significant changes. This may be given by way of an individual notice or general notice to all employees. Such changes will be deemed to have been accepted unless you notify the employer in writing of any objection before the expiry of the notice period.

**Legal entitlement to work in the UK:**

The employer will be required by the Asylum and Immigration Act 1996 ('the Act') to satisfy themselves that you are entitled legally to work in the United Kingdom. In the event that your UK immigration status or nationality changes and you are no longer permitted to work, you should immediately inform The Employer. Your employment and continuing employment by the employer is always subject to your entitlement to work legally in the United Kingdom.

You warrant that you have the right to work in the UK and further agree to immediately notify the employer should there be any change in your circumstances which may affect your right to work in the UK. The employer reserves the right to terminate your employment (with or without notice, as appropriate) should your right to work in the UK be withdrawn. Any misrepresentation of your employment status is a serious disciplinary offence which may result in your dismissal.

**Start date of current role:**

**The start date of your employment in your current role is: …………………………**

**Job Title:**

The title of the job which you are employed to do is: **Live in** **Personal Assistant/Carer.**

You are required to undertake the duties as set out in your job description, which is attached. It does not form part of your contract of employment. You may be required from time to time to undertake such other duties as your Employer may reasonably require. A flexible approach to your duties will be expected, and you may be asked to carry out additional or different duties from time to time in order to meet your Employers needs.

**Place of Work:**

**Your usual place of work is at (*address****)* .....................................................................................................

Your Employer reserves the right to require you to work at such other place of business or locations as agreed and you will be required to accompany the employer to other destinations within your working hours within reasonable commuting distance of the employer’s home. Longer commuting may from time to time be reasonably require on giving one weeks' prior notice to the employee of such requirement.

**Pay:**

**Your hourly rate will be £…………………………..**

Payment will normally be made 4 weekly/monthly into your Bank or Building Society account by credit transfer. You will receive a payslip showing gross and net pay, and details of any deductions made.

Overtime is agreed by your employer and paid at your usual Pay Rate for each hour worked by you in excess of your contracted hours.

If you are overpaid for any reason, you hereby authorise your Employer to deduct from your pay, this includes holiday pay, sick pay, or pay in lieu of notice, or any amounts which are owed by you to your Employer which includes any travel allowance, advances and or expenses etc.

Your Employer will normally review hourly rates annually, with any changes being implemented from the 1st April or 1st October in line with statutory updates. Any increase in your salary is entirely at the discretion of the employer. Your Employer is not obliged to increase your salary at review. Reviews will not be implemented where an employee is working a notice period.

You must complete a weekly/monthly time sheet to be submitted to the Employer no later than the date advised by them in order that they can sign and authorise the hours claimed and calculate your salary on time. Payment may be delayed if you delay the submission of your time sheet.

**Hours of work:**

**You are contracted under a Daily Average Hours Agreement to be available to work ......... hours** within every 24 hour period.

Whilst the role is a 24/7 basis, you will be expected to work and be employed to a **daily average hour’s agreement’**, which determines the average daily number of hours you are likely to spend on your duties,

**You are employed to work on average ...... hours** within a 24 hour period with .... **of these hours** available to work during the night.

Your accommodation and access to cooking, washing facilities and meals/beverages are provided for you.

Your employer will not provide additional financial reimbursement for food and beverages which you choose to purchase for yourself. You continue to purchase any food consumed outside of the family mealtimes and use the employer’s facilities as and when needed.

**Your core hours of work are completed over....... days per week**

Other hours as shall from time to time be agreed with the Employer which may include Saturdays, Sundays and/or public holidays

The Employer acknowledges their obligations under the Working Time Regulations 1998, which sets a maximum weekly time limit, including overtime, of 48 hours per week. As a live in carer, your work is ‘**unmeasured’** where there are certain tasks to be undertaken but there are no specified hours or times when these tasks must started and completed by.

As your role is a live in arrangement you will be employed on a **‘daily average hour’s agreement’**, which determines the average daily number of hours you are likely to spend on your duties.

**Breaks:**

You are expected to be flexible around when your working hours are delivered and will be offered a 2 hour unpaid break period during the day arranged at a convenient time to your employer

**Holidays**:

The holiday year runs from 1 April to 31 March, and all holiday entitlement must be taken during the year in which it is due. You will not be entitled to carry over holiday from one holiday year to the next, nor will you be entitled to pay in lieu of any unused holiday (other than on termination).

All employees have a statute right to a minimum paid annual leave entitlement of 5.6 weeks (pro-rata if part-time). There is no additional statutory time off for bank holidays and public holidays and these are included these as part of your holiday entitlement.

If you join the employer during the course of the holiday year then holiday days will be calculated pro rata. **Your paid holiday from your commencement date will be …… hours** including bank holidays. Your holiday accrues on a daily basis.

If you join the employer during the course of the holiday year then holiday days will be calculated pro rata.

Holidays must be agreed with the employer at least four weeks in advance. Unless agreed and booked as part of your annual leave entitlement, you may be expected to work public holidays.

**Absence and Lateness:**

If you cannot attend work for any reason whatsoever you must inform your employer as early as possible on the first day of absence. You will be required to report continued absence to the employer on each subsequent day thereafter.

**Sick Pay:**

If you are absent from work for four or more days by reason of sickness or injury, you are entitled to statutory sick pay (SSP). Your entitlement to Statutory Sick Pay (SSP) is dependent upon the number of days of absence, your normal weekly earnings, and your proper notification and certification of your sickness (form SC2). SSP will be paid to you in accordance with the current rules, and the usual deductions for PAYE, including income tax and NI contributions and pension contributions, etc.

SSP is only payable for absence on ‘qualifying days’, which are those days that you normally work. However, it is important that your Certificates indicates actual days of illness, even if they are days when you would not normally have worked, e.g. weekends and public holidays.

A self-certification system operates for absence from work due to sickness or injury not exceeding seven days. Immediately on your return to work you must obtain, complete and return to your manager before the end of the day of your return to work, a Employer self-certification form for periods of up to seven days of continuous sickness absence (which includes Saturday and Sunday).

Sickness or injury absence exceeding seven days must be covered by a doctor's certificate/fit note, you are required to submit a doctor’s medical certificate to the Employer on the eighth day of sickness absence, and continue to do so, on a regular basis for the duration of the illness.

**Probation period:**

Your probationary period is 6 months, during which time you will be required to demonstrate to your 'Employer’s satisfaction your suitability for the position in which you are employed.

This period may be extended at the Employer's discretion and is without prejudice to the Employer's right to terminate your employment before the expiry of the probationary period. During your probationary period, the Employer's disciplinary procedure will not apply to you.

**Termination of employment:**

During your employment you are entitled to statutory notice period, see below:

|  |  |
| --- | --- |
| Length of service | Statutory notice period |
| Less than one month | Nil |
| One month to two years | One week |
| Two years | Two weeks |
| Three years | Three weeks |
| And so on up to a maximum of 12 weeks after 12 years' service | |

The exception to this will be for summary dismissal for Gross Misconduct, or for a serious breach of contract, where a notice period will not apply. In all cases of termination, the Employer reserves the right to give you payment in lieu of notice.

If you wish to terminate your employment, you must give notice in writing. The length of notice required will be one week. If you do not give the employer the required period of notice, the employer may deduct from your final payment a sum equal to the wages payable during the period of notice.

The employer reserves the right to require you not to attend the workplace during the notice period. The contract of employment will remain in force during this period and you are not permitted to take up employment elsewhere during this period.

**Pay in lieu of notice:**

The employer may make a payment in lieu of notice for all or any part of your notice period on termination of your employment (rather than you working out your notice period). This provision, which is at the Employer's discretion, applies whether notice to terminate the contract is given by you or by the Employer.

You will be compensated by being given a payment in place of this, amounting to the payment that you would have received including payment for accrued but untaken annual leave, if you had worked out your notice period. A sum constituting your pay in lieu of notice will be transferred into the bank account into which your wages are normally paid.

**Gardening Leave:**

The Employer may require you to take ‘gardening leave’ for all or part of the period of notice. This period of gardening leave includes, but is not limited to, any notice period or part notice period. You may be required to cease some or all of your duties, or carry out other duties, or no duties at all instead of your current duties. You may be required not to enter or attend the Employer’s premises.

During any period of gardening leave you shall continue to receive your basic salary and all benefits in accordance with this agreement, unless you are in breach of this agreement in which case payments will cease. Any outstanding holiday entitlement, or entitlement which continues to accrue, shall be deemed to be taken by you during the gardening leave. During a period of gardening leave you will remain bound by your contract. This means you will not be able to work for any other employer without written permission from the Employer.

**Auto-Enrolment Pension Scheme**:

The Employer will comply with the employer pension duties concerning pension’s auto-enrolment in accordance with Part 1 of the Pensions Act 2008 from the date that it is legally required to do so. As a result you will be automatically enrolled into the National Savings Trust (NEST).

You will have the option to opt-out of the scheme. If you do not decide to opt-out of auto-enrolment, you will be required to make pension contributions at the level set out in the relevant legislation and you agree to the Employer deducting such contributions from your salary each month.

Further information about your pension choices will be provided by the Employer.

## Employer Rules, Policies and Procedures:

It is a condition of employment that all employees work to the standards laid down by the Employer’s rules, policies and procedures. These will be reviewed and updated from time to time, and changes notified by appropriate means.

The Employer will take seriously, via its disciplinary procedures, any failure to abide by Employer, rule, procedures and policies.

**Redundancy:**

If you are made redundant you may be entitled to statutory redundancy pay where applicable. The amount you are entitled to will be based upon the statutory provisions as amended from time to time. The Employer reserves the right to put you on gardening leave when you are being considered for redundancy.

**Disciplinary Policy:**

The Disciplinary rules applicable to you are set out in the document called “Disciplinary Policy”. You are strongly advised to read them. **These rules do not form part of your contract and may vary from time to time.**

You should note that, if you choose to resign after being notified that you are subject to disciplinary proceedings, those proceedings will continue in any event and you will be required to attend any hearing etc.

**Appeal Procedure:**

If you are dissatisfied with any disciplinary decision taken in respect of you, you may appeal. Further details of the Appeal Procedure are set out in the Disciplinary Policy. **These rules do not form part of your contract and may vary from time to time.**

**Grievance Procedure:**

If you have a grievance relating to your employment, you should in the first instance raise this with your line manager. If the grievance is not resolved to your satisfaction you should refer to the Grievance Procedure. **These rules do not form part of your contract and may vary from time to time.**

**Confidentiality and Security:**

You shall not at any time during employment (except so far as is necessary and proper in the course of your employment) or at any time after your employment has terminated, disclose to any person any information about your employer or their family. You must respect the employer’s privacy (and that of their family) and maintain a professional approach at all times.

You should keep any information gained in the course of working for your employer as confidential and not discuss your employer’s affairs with others, unless you have specific permission to do so.

**Maternity/ Paternity & Adoption Leave:**

The employer will comply with current legislation and statutory allowances will be paid in accordance with Social Security Benefits Rules and Regulations.

**General Data Protection Regulations:**

By signing this agreement you:

(a) Consent to The employer holding and using personal and sensitive data during your employment for the purposes of contractual necessity (e.g. for the processing of employee payment data), or a legal obligation (e.g. for the processing of employee data in relation to social security), or in its legitimate interest (e.g. in the context of employee monitoring).

(b)   Agree at all times to comply with the provisions of the Data Protection Act 1998 and its successor, the GDPR 2018, when handling information concerning The Employer’s employees and clients.

(c)   Confirm that you have read, and agree to comply with, the Employer’s General Data Protection Regulations Policy contained within the Employee Handbook.

**Codes of practice:**

Your attention is drawn to the attached PA code of Practice which will apply to your engagement.

**Whole agreement clause:**

This contract supersedes any previous oral or written agreement between the Employer and you in relation to the matters dealt with within it.

**Training:**

The following training will be provided to you to help you undertake your role safely and appropriately and will be delivered either at the employers address or at the home of the person being supported, on-line or at another chosen destination;

***Delete as appropriate***

* Induction to the role and responsibilities
* Safeguarding Adults/Children
* Moving and Handling
* Specific Health Care Tasks

**Jurisdiction:**

This agreement is governed by, and shall be construed in accordance with, the laws of England and the parties submit to the exclusive jurisdiction of the English courts.

**Acceptance:**

I have read and accept the terms and conditions of employment as set out above. I accept the employment on the terms stated above, this contract being in substitution for all previous contracts (whether oral or written) and understandings, if any, with the Employer.

**Signed by the Employee: ......................................................................................................**

**Print Name: …………………………………………………………………………………………………………………**

**Date: .....................................................................................................................................**

**Signed by the Employer: .......................................................................................................**

**Print Name……………………………………………………………………………………………………………………**

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

#### Code of conduct

It is necessary to have some basic rules to ensure a positive respectful working relationship and the following sets out the minimum standards which I expect from my Personal Assistants:

1. Respect my home. You will be expected to leave things as you found them or return anything which you have moved to its regular place.
2. Treat with care any item of equipment. If you are uncertain how to use it, please ask. It is my responsibility to give you clear instructions but it is also important that you follow these. Should you accidentally break any of my property, please tell me immediately.
3. Not knowingly or deliberately put at risk the safety and health of either you, a third party or myself. You **must** inform me of any health or other matter that could put either of us risk while you were working with me.
4. Arrive in a fit state to work the session. This means, for example, you must not be under the influence of alcohol or any illegal substances.
5. If you have a mobile phone, turn it off while working. If there is a particular reason why you need to be contactable, please discuss this with me so we can come to an agreement that suits us both.
6. You are not permitted to take photographs or make recording whether video or audio in my home or when on duty without my express permission
7. You are not permitted to post any messages regarding me or the work you are employed to do on any social media sites
8. Do not smoke in my house unless with my expressed permission.

**Any breach of this code will be treated very seriously and may lead to disciplinary action up to, and including, termination of this contract.**