STATEMENT OF MAIN TERMS AND CONDITIONS

**Contract of employment between**

[Employer Name], [address]

 And

‘You’ – [employee name]

**1. Collective Agreements:**

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

**2. Date of commencement and Duration of Employment**

Your employment with [employer name] will commence on: [start date].

**3. Period of Continuous Employment**

No employment with a previous employer counts as part of your period of continuous employment.

**4. Job Title**

You are employed as a Personal Assistance reporting to [Employer name].

**5. Place of Work**

Your employment will be based at [location] You may be required to remain at home on paid leave at any time and in particular during any period of notice whether given by you or your employer under clause 15.

**6. Hours of Work**

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

**You are employed to work on average ...... hours** within a 24 hour period with .... **of these hours** available to work during the night. You will be provided with appropriate sleeping accommodation and access to cooking, washing facilities and meals and beverages.

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.

You may be required to stay or to live away from home for temporary periods whilst on employer business. Furthermore, you may also be required from time to time to work such additional hours over and above the normal hours of work set out in these terms and conditions as are necessary for the sufficient discharge of your duties and as agreed with you subject to the limitations contained in the Working Time Regulations 1998.

Overtime payments will not be made, additional hours worked are remunerated at your usual hourly rate of pay. You are under a duty to ensure that other employees for whom you act in a leadership capacity are not regularly asked to exceed reasonable working hours whether or not they are compensated for those hours.

**7. Probation**

Your employment will be subject to the satisfactory completion of your probationary period, which will be for a minimum period of 6 months unless otherwise detailed in your letter confirming your offer of employment.

During the probationary period your employment may be terminated by 1 weeks’ notice in writing by either your employer or yourself and the disciplinary procedure of the company will not apply to your employment.

The employer reserves the right to extend this period as appropriate.

**8. Duties**

Your key duties are set out in your job description, but your employer reserves the right to require you to carry out other duties. You will be expected to devote your whole time and attention to the performance of your duties. Other than activities of a sporting or social/community kind, you may not enter into any other occupation or employment or conduct any trade or business without prior written approval from your employer. Your employer will not unreasonably withhold such approval, but any activity, which might interfere with the proper performance of your duties hereunder, will not be approved.

**9. 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.

**10. Remuneration**

Your salary will be £[salary] per hour. Your salary is payable [Monthly, 4 weekly] by means of automatic transfer into your bank account. Salaries are reviewed annually to comply with min living wage. Any changes to your salary will be advised to you in writing. A salary review does not however, guarantee that any increase to salary will be implemented. This discretion includes the right to amend, change or withhold any changes to salary.

The employer will pay approved costs for the use of an employee’s own vehicle used for travel undertaken whilst on official employer business.

In order to comply with HM Revenue and Customs regulations, standard rate mileage can only be claimed if you have 'business use' cover on your vehicle insurance.

The employer does, however, encourage the use of public transport for business whenever possible.

**11. Holidays**

The holiday year runs from 1 April to 31 March.

Your holiday entitlement is 28 days including the normal English Statutory Holidays.

Holiday may be taken only at times convenient to the employer as previously arranged by notice.

Should you leave at any time during the year and have taken holiday in excess of your holiday entitlement, your employer reserves the right to deduct an amount in respect of such excess from your final salary payment or otherwise.

Payment in lieu of holidays will not be made except (where appropriate) on termination of employment, at which you will be entitled to pay in lieu of accrued holiday not taken.

Carry forward of annual leave (to a maximum of 3 days) will only be permitted in exceptional circumstances and with the express permission of the employer.

Where holiday has been carried forward into the next holiday year, this must be used within the first month of that year, there will be no extension to this period or payment applied otherwise.

**12. Sickness Reporting and Entitlement during Sickness Absence**

If you cannot attend work due to sickness or injury you must (unless there is good reason to the contrary), advise your employer of the reason for non-attendance by 9.00am on the first working day of absence. Failure to do so may result in sickness pay not being paid.

Immediately on your return to work you must obtain, complete and return to your employer before the end of the day, a self-certification form or submit a doctor's certificate/fit note for periods exceeding seven calendar days as soon as possible.

You will be entitled to Statutory Sick Pay only, which is paid from the 4th day of absence up to 28 weeks.

**13. Pension Scheme**

As required by law, the employer operates an Automatic Enrolment workplace pension scheme.  You will be automatically enrolled in to this scheme providing you earn over £10,000 a year and are aged between 22 and the State Pension age.

You do not have to do anything as it will happen automatically. Both the employer and yourself will contribute into the scheme, through monthly deductions from your gross salary; the government will also contribute through tax relief. Your pension belongs to you, even if you leave your employer in the future. However, you can choose to opt out of the scheme if you want to.

**14. Termination and Notice Procedure**

Subject to the provisions of the Employment Rights Act 1996 (2002, 2008, 2009, 2011) and upon satisfactory completion of your probationary period, your employment may be terminated as detailed in the table below:

|  |  |  |
| --- | --- | --- |
| **Length of Service** | **Notice by employee** | **Notice by Employer** |
| 1 month but less than 2 years | 1 months’ notice | 1 weeks’ notice  |
| 2 years or more | 1 months’ notice | 2 weeks’ notice and one additional week's notice for each further complete year of continuous employment, up to a maximum of 12 weeks. |

You should note that in certain circumstances specified in the employer’s Disciplinary Policy and Procedure, your employment may be terminated 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 are guilty of any type of gross misconduct, for example dishonesty, gross negligence or breach of duty, or if you commit any serious breach of a material term of your contract of employment.

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. On termination of your employment for whatever reason, you will repay outstanding monies to the employer, or the employer shall be entitled to deduct from your final salary, all amounts due from you.

On your last day of employment, you should endeavour to return all property owned by the employer.

**15. Confidentiality of information**

You acknowledge that during the course of your employment you will have access to confidential information belonging to the employer.

You shall not at any time during, except in the proper course of carrying out your duties, or after your employment whether directly or indirectly disclose to a third party or make use of any confidential information.

For the purposes of this section, “Confidential Information” shall include: information relating to personal support plans, finances all or any information relating to the employer or person/s being supported by you and any information in respect of which the employer owes an obligation of confidentiality to a third party.

**16. Deductions from salary**

The employer reserves the right to require you to repay to the employer, either by deduction from salary or

any other method acceptable to them:

any losses sustained in relation to the property or monies of the employer or person being supported by you or other employee of the employer, during the course of your employment caused through your carelessness, negligence, recklessness or through any dishonesty on your part;

any damages, expenses or any other monies paid or payable by the employer to any third party for any act or omission for which the employer may be deemed vicariously liable on your behalf;

any amounts of remuneration, expenses or any other payments which are overpaid to you whether made by mistake or through any misrepresentation or otherwise;

(on termination of employment) any holiday pay paid to you in respect of holiday granted in excess of your accrued entitlement; and

any other sums owed to the employer by you, including, but not limited to, outstanding loans or advances.

**17. Disciplinary and Grievance Procedures**

The Disciplinary and Grievance Policy and Procedures applicable to your employment are the statutory procedures as outlined in the ACAS Code of Practice.

Details of these procedures can be found at:- <http://www.acas.org.uk/media/pdf/f/m/Acas-Code-of-Practice-1-on-disciplinary-and-grievance-procedures.pdf>

The Employer’s ‘PA code of Practice’ will also apply to your employment.

**18. Variation to standard and other terms and conditions**

The employer reserves the right to make reasonable changes to these and any other agreed terms and conditions of employment. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a communication with you.

You will be given not less than one month’s written notice before significant changes are made. Such changes will be deemed to have been accepted unless the employer receives from you an objection, in writing, before the expiry of the notice period.

**19. Redundancy**

Providing you have two years’ continuous employment with the employer, should the post you occupy become redundant under the Employment Rights Act 1996, as defined by statutes, you will be entitled to receive the following by way of payment, in addition to the notice period outlined in section 14.

Payment is based on complete years of service and age during that period as follows:

|  |  |
| --- | --- |
| **Age** | **How amount payable is calculated** |
| Up to age of 21 | Half a week’s pay for each completed year of service |
| Age 22 – 40 | One week’s pay for each completed year of service |
| Age 41 or over | One and half week’s pay for each completed year of service |

A week’s statutory pay is set out each year in April with a maximum ceiling.

A maximum of twenty years’ service will apply, in which case the highest paid years will be used for the basis of the calculations.

**20. Lay Off/Short Time Working**

The employer reserves the right to lay you off or put you on short time working where the needs of the job role make this necessary, for example because there is a temporary cessation of or reduction in work due to the person being support by you entering hospital or short term residential care.

You will be notified of the lay-off or short time working, the date when it will start and how long it is anticipated to last for.

The situation will be regularly reviewed by the employer and any changes will be notified to those concerned immediately.

In the event that you are laid off or put on short time working, your entitlement to pay on workless days in that period will cease and instead, if you qualify, you will be paid guarantee payments at the prevailing statutory rate during that period.

Guarantee payments are paid for the first five workless days within a three month period.

Your continuity of employment will not be affected by a lay-off or short time working.

**21. Change in Personal Details**

You are required to notify the employer of any changes in your personal circumstances, such as a change of address, change of next of kin or emergency contact details for emergency purposes.

**22. Breaks:**

You are entitled to a half an hour unpaid lunch break each working day, that you work 6 hours or more.

The timing of this lunch break will be flexible according to operational needs.

**Terms and Conditions of employment between**

[Employer name]

And

[employee name]

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

**Print Name……………………………………………………**

**Date: ……………………………………………………………**

**Date of Issue:** [date]

I acknowledge receipt of the Statement of Terms and Conditions of Employment of which this is a duplicate and agree to the Terms and Conditions contained therein.

I understand that under the General Data Protection Regulation (2016/679 EU) (GDPR), the employer is required to notify its employees on how data will be processed and used. During and after my employment, it is envisaged that the employer may hold information relating to me in respect of the following:

**Personal details; medical history; academic performance; work performance; salary information including statutory deductions; pension; family details; sensitive data relating to ethnic origin.**

Such data will be held in both paper form and on computer to assist the employer during and after my employment, in accordance with the data principles of the GDPR. I note that I may have access to my electronic file at any time and to my personal file after giving notice during my employment.

I, [employee name], give notice to [employer name] to use data relating to me, in the way described.

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

**Print**

**Name: …………………………………………………………………**

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