

## Contract for Internal Staff (part-time)

### STATEMENT OF TERMS & CONDITIONS OF EMPLOYMENT

As required by Part I of the Employment Rights Act 1996.

You will be employed by Care 24/7 Healthcare Ltd (company number 09909827) which has its registered office at 1-3, MAP House, St Leonards Road, Eastbourne, BN21 3UT (the "Company").

This written statement dated \_\_\_\_\_ meets the requirements of section 1 of the Employment Rights Act 1996 and it supersedes any earlier written or oral arrangement between you and the organisation Care 24/7 Healthcare.

**Name of Employee:**

**Position.** Your title will be

You will report to the Company Director. This is a part-time position. While you are employed at Care 24/7 Healthcare, you will not engage in any other employment, consulting or business activity (whether fulltime or part-time) that would create a conflict of interest with the Company. By signing this letter of agreement, you confirm that you have no contractual commitments

Your job title conveys the nature of the work you are required to perform but does not limit your duties. You will be expected to carry out such duties as may reasonably be required.

**Place of work:** Your place of work will be:

**Hours and Compensation.** This is a full-time position requiring approximately \_\_\_\_\_ hours per week. However, you will be expected to work outside these hours from time to time should the job demand it.

**Remuneration:** Commencing \_\_\_\_\_ the Company will pay you a starting salary of \_\_\_\_\_ per annum (subject to deductions for income tax and national insurance), payable in accordance with the Company's standard payroll schedule. Salaries are paid monthly on the last banking day of the month by BACS transfer into your nominated bank or building society account.

Your first pay date will be \_\_\_\_\_. This salary will be subject to adjustment from time to time pursuant to the Company's employee compensation policies in effect.

**Employment Relationship:** The first \_\_\_\_\_ months of your employment will be at a probationary basis. Upon satisfactory completion of probation, your employment with the Company will be for no specific period of time. Your employment with the Company is "at will," meaning that either you or the Company may terminate your employment at any time and for any reason, with or without cause. Any contrary representations that may have been made to you are superseded by this letter agreement. This is the full and complete agreement between you and the Company on this term. Although your job duties, title, compensation and benefits, as well as the Company's personnel policies and procedures, may change from time to time, the "at will" nature of your employment may only be changed in an express written agreement signed by you and a duly authorised officer of the Company (other than you)

**Employee Benefits:** As an employee of the Company, you will be eligible to participate in a number of Company sponsored benefits, these may include paid training and skills development. You will also be enrolled onto the state pension scheme. In addition, you will be entitled to paid vacation in accordance with the Company's vacation policy.

**Holidays:** Holiday entitlement for a full-time employee is \_\_\_\_\_ days per year inclusive of bank holidays. Holiday entitlement for part time staff is pro rata. The holiday year runs from 1st January to 31st December. Please note that if you do not work for a full year, the holiday entitlement will be pro rata for the number of months worked. Any holiday taken in excess of your entitlement will be deducted from final salary.

Holidays must be requested at least 2 weeks in advance and employees should not book holidays until permission for the time off has been granted.

Please note you may be required to take any outstanding holiday entitlement reckoned by the Company during any period of notice and should you fail to do so you will then lose any entitlement to holiday pay in lieu.

Payment for holidays is dependent upon attendance at work for both the working day preceding the holiday and immediately following. Failure to report normally for work on these Qualifying Days may result in deduction from pay and be classified as unauthorised absence. Sickness supported by a Doctor's statement is the only exception to this condition.

**Sick pay and reporting sickness absence:** If you are absent from work because of sickness or injury you will be entitled to Statutory Sick Pay if you meet the legal criteria (earnings of at least the equivalent of the Class 1 National Insurance lower earnings limit). You should submit a self-certification form for the first seven days (including non-working days) followed by fitness notes issued by your doctor for any absence beyond seven days. You should also keep the organisation informed about the reasons for your absence and your expected date of return.

We realise that it is not always possible to give reasonable notice of sickness absence but, where the absence is going to be known in advance such as a planned stay in hospital, the organisation requires at least 48 hours' notice of the absence. In the case of unexpected illness, you should inform the organisation as quickly as possible and before the start of the working day.

**Expenses:** The Company will reimburse all authorised expenses incurred for travelling or otherwise on the Company's behalf, duly supported by vouchers and in accordance with the Company's Travel, Entertainment & Expenses Management Policy the time being in force. Expense claims must be submitted within a 30 day period of the incurring expenses and in accordance with the Company's Travel, Entertainment and Expenses Management Policy.

**Termination:** The Company reserves the right to terminate employment of any employee for just cause at any time without notice and without payment in lieu of notice. The Company will be entitled to terminate your employment for any reason other than for just cause, upon providing to you such minimum notice as required by law.

**Notice:** During the probationary period of your employment either the organisation or you may give one week's written notice of termination of your employment.

After passing the probationary period of your employment, either the organisation or you may give four weeks' written notice of termination of your employment.

After 4 years of continuous service, if the organisation terminates your employment for reasons other than gross misconduct you will be entitled to a minimum of a notice period which comprises of: one month's contractual notice plus one week's notice per year of employment for every year of service after 4 years' service up to a maximum of 12 weeks' notice.

**Suspension:** The Company may suspend you from your employment during any period in which the Company is carrying out a disciplinary investigation into any alleged acts or defaults by you. You will continue to be bound by duties of good faith and fidelity to the Company during any period of suspension.

Any suspension by the Company after notice of termination or during suspension during a disciplinary investigation shall be on full salary and contractual benefits. Any entitlement to earn a bonus or commission is not a contractual benefit and so you will not be entitled to earn any bonus or commission during the period of your suspension.

#### **Intellectual Property:**

(a) The Employee agrees to give the Company full written details of all Employment IP, and works embodying Employment IP (including source code and object code in software) promptly on their creation. The Employee shall keep them strictly confidential unless released by the Company in writing.

(b) The Employee acknowledges that all Employment IP shall automatically belong to the Company. To the extent that they do not belong to the Company automatically, the Employee hereby assigns them to the Company to the fullest extent permitted by law. To the extent that such assignment is ineffective, the Employee holds them on trust for the Company to the fullest extent permitted by law. The Employee agrees to promptly execute all documents required to give effect to this clause.

(c) The Employee waives all his present and future moral rights relating to any copyright which forms part of the Employment IP.

(d) To the extent that clause (b) is ineffective by operation of law, the Employee agrees, immediately upon creation of such Employment IPR, to offer to the Company in writing a right of first refusal to acquire them on arm's length terms to be agreed between the parties. If the Company wishes to exercise its right of first refusal but the parties cannot agree on such terms within 45 days of the Company receiving the offer, the Company shall refer the dispute to arbitration in Manchester by a single arbitrator under the WIPO Expedited Arbitration Rules. The arbitrator's decisions shall be final and binding on the parties.

(e) "Employment IP" as used herein means inventions and Intellectual Property Rights (including, but not limited to, patents, utility models, copyright, trademarks, design rights, software, database rights, topography rights, rights in confidential information, whether registered or not, and any applications for such rights) made or created wholly or partially by the Employee during the course of his employment with the Company (whether or not during working hours or using Company premises or resources) which relate to, or are reasonably capable of being used in, the business of the Company or any of its subsidiaries and affiliates

**Privacy:** You are required to observe and uphold all of the Company's privacy policies and procedures as implemented or varied from time to time. Collection, storage, access to and dissemination of employee personal information will be in accordance with privacy legislation.

**Confidentiality:** All information that comes into your possession as part of your duties with the organisation is confidential and must not be divulged to a third party. Client data must not be disclosed or taken off the premises. Any breach of this rule may result in disciplinary action being taken against you.

Use of social media representing the organisation including client information, photographs or other information is not permitted.

All client information and introductions remain the organisation's property.

**Data Protection:** The company is bound by the principles of the Data Protection Act and will not divulge to a third party any personal information about yourself that is held by the organisation unless required to do so by law. You have the right to request to view any manual or electronic information about yourself that is held by the organisation.

**Health and Safety:** The Company's management is committed to promoting and supporting a culture where harm to our people through our work activities is unacceptable. To meet this commitment, the Company will provide healthy and safe working conditions for all employees, contractors and others associated with our business activities. All Company Managers, Supervisors, Employees and Contractors have a responsibility to support the Company Health & Safety Policy and the associated framework.

#### **Tax Matters:**

**Withholding.** All forms of compensation referred to in this letter agreement are subject to reduction to reflect applicable withholding and payroll taxes and other deductions required by law

**Tax Advice.** You are encouraged to obtain your own tax advice regarding your compensation from the Company. You agree that the Company does not have a duty to design its compensation policies in a manner that minimizes your tax liabilities, and you will not make any claim against the Company or its Board of Directors related to tax liabilities arising from your compensation.

**Alterations:** The Company reserves the right to make reasonable additions, deletions, variations or modifications to your terms and conditions of employment. You will be given reasonable notice of any such changes as well as copies of any additions or changes.

**Interpretation, Amendment and Enforcement.** This letter agreement supersedes and replaces any prior agreements, representations or understandings (whether written, oral, implied or otherwise) between you and the Company and constitute the complete agreement between you and the Company regarding the subject matter set forth herein. This letter agreement may not be amended or modified, xcept by an express written agreement signed by both you and a duly authorized officer of the Company

**Warranty:** You warrant that you have the right to work in the UK and further agree to immediately notify the organisation should there be any change in your circumstances which may affect your right to work in the UK. The Company 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 summary dismissal.

**General:** These terms and conditions supersede all previous terms and conditions (if any) relating to your employment by the Company (which shall be deemed to have been terminated by mutual consent).

**Acknowledgement:** I acknowledge receipt of this statement and confirm that I have read and agreed to the contents.

Signed:

Print Name

Date