**Contract of Employment**

**Name of Employer**:

**Address of employer**:

**Name of Employee**:

**Address of employee**:

**Employment start/continuous service date:**

This letter is your contract of employment and contains a statement of the applicable terms of your employment, as required by section 1 of the Employment Rights Act 1996.

1. **Job title and place of work**
	1. You are employed as a Personal Assistant.
	2. Your usual place of work will be at You will be required at times to assist your Employer away from your usual place of work, whether or not accompanying the Employer.
	3. You will not be required to work outside the UK for any continuous period of more than one month during the term of your employment.
	4. Your specific duties and responsibilities are set out in the job description.
	5. The Employer may from time to time, require you to carry out other duties either on a temporary or permanent basis, which are considered to be within your skill and competence.

# Probationary Period

* 1. There will be a probationary period of 6 months. At the end of this period the Employer and the Employee will meet to review the position. If the Employee’s performance is satisfactory the Employee’s continuing employment will be confirmed in writing.
	2. The Employer may terminate your contract for any reason during the probationary period. During this period you will be entitled to one week’s notice of termination, from the Employer. A payment in lieu of notice may be paid, in accordance with clause 7.4.
	3. The Probationary period may be extended, with reason, by the Employer if necessary. During the Probationary period the employment may be terminated by either party giving one week’s notice.

# Hours of work

* 1. You are contracted to work a minimum of hours per [week/month]
	2. The Employer reserves the right to vary your start and finish times and the number of hours worked on any given day. You may be required to work additional hours including weekends and on bank holidays according to the Employer’s needs. Any such additional hours are not considered to be regular.
	3. You are required to make yourself available to cover shifts of absent Employees through sickness and

holidays and the Employer will endeavour to provide reasonable notice of any request for additional hours.

* 1. You warrant that you are entitled to work in the UK without any additional approvals and will notify the Employer immediately if you cease to be so entitled at any time during your employment with the Employer.

# Rates of pay

* 1. Current rates of pay are:

£ per hour Monday to Friday

£ per hour Saturday and Sunday Bank Holidays will be paid at £

* 1. You must complete an accurate [weekly/fornightly/four weekly/monthly] time sheet to be submitted to the Employer, so the Employer can sign and authorise the hours claimed and calculate your wages. Payment will be delayed, if the time sheet is submitted late.
	2. You will be paid monthly in arrears, on or about the [DATE] of each month, directly into your bank or building society account for the hours worked the previous month.
	3. The Employer may, in addition to National Insurance and/or PAYE, deduct from your wages any overpayment made or sums that you may owe the Employer from time to time.
	4. You will not be paid for any additional hours worked (beyond any minimum hours), that has not been expressly agreed with the Employer in advance of the shift.
	5. Payment will not be made for any hours where you have been absent from work, without the express authority of the Employer. This applies to hours comprising a whole shift or part of a shift.

# Holiday Entitlement

* 1. The holiday year runs from 1st April to 31st March
	2. The Employee is entitled to 5.6 weeks’ of holiday per year, which accumulates pro-rata for each week worked in the first year of employment. A week is equivalent to of the numbers of hours/days usually worked per week. Bank holidays are included within your entitlement.
	3. If your employment starts or finishes part way through the holiday year, your holiday entitlement during that year shall be calculated on a pro rata basis.
	4. You are not permitted to carry over any unused holiday entitlement from one holiday year to the next.
	5. You must give your Employer two weeks’ notice of your intention to take annual leave which will be granted at the sole discretion of the Employer and may only be taken with the Employer’s consent. Taking leave without the Employer’s express consent may be considered unauthorised absence and result in non-payment of wages for the relevant period and subsequent disciplinary proceedings.
	6. Bank holidays may be taken as annual leave but otherwise you will be expected to work them where they fall on a working/rota day.
	7. The Employer reserves the right to ask you to take one week paid annual leave at a time to be determined by them (though they will endeavour to give you at least two weeks’ notice).
	8. In the event of termination of employment, you will be entitled to holiday pay calculated on a pro -rata basis in respect of all annual holiday already accrued but not taken at the date of termination of employment.

5.9If, on termination of employment, you have taken more annual holiday entitlement than you have accrued, an appropriate deduction will be made from your final payment.

# Sickness or Other Absence

* 1. If the Employee is unable to attend work because of sickness or any other reason they must inform the Employer personally, by telephone, as soon as they are aware of their inability to attend so other arrangements may be made.
	2. Notification of absence for any reason by text message is not an accepted method of communication. Failure to follow an acceptable notification procedure may be considered misconduct and may result in disciplinary action.
	3. Unauthorised absence may be considered by the Employer to be gross misconduct and may result in the termination of your employment without notice.
	4. The payment for sick pay will be Statutory Sick Pay only (subject to eligibility criteria) according to the prescribed rate, which will be paid providing the Employee follows these procedures:
1. Inform the Employer as soon as the Employee knows they will not be able to come to work and in any event not less than two hours prior to the shift start time;
2. If the Employee is off sick, for more than three days, they are required to complete a self certificate form;
3. The Employee will be required to provide a Medical Certificate/Fitness Note if they are absent for more than seven days;
4. For the purposes of the Statutory sick Pay scheme the agreed qualifying days are your normal working days.

# Notice period

* 1. After you have successfully completed your probationary period your Employer will give you written notice should they intend to terminate your contract of employment as follows:
		1. One week’s notice, if you have been continuously employed for up to two years
		2. One week’s further notice, for each completed year of employment from two years onwards (up to a maximum of 12 weeks)
	2. You are required to give the Employer a minimum of four weeks written notice, of your intention to

terminate your employment.

* 1. Nothing in this contract prevents the Employer from terminating your employment summarily or otherwise in the event of any serious breach by the employee of the terms of your employment or in the event of any act of gross misconduct or gross negligence by you.
	2. The Employer reserves the right in their absolute discretion to pay your basic salary in lieu of notice (to include within your probationary period), instead of requesting that you work your notice.
	3. We shall be entitled to dismiss you at any time without notice or payment in lieu of notice if we consider that you have committed any serious breach of your obligations as an employee or committed any act of gross misconduct, or if you cease to be entitled to work in the UK.

# Confidentiality and Security

* 1. The Employee must respect the privacy of the Employer and their family. The Employee must maintain a professional approach at all times, keep information gained in the course of their employment confidential and specifically should not discuss the Employer’s household, domestic or health situation with others either during or at any time after your employment.
	2. Confidential information includes any other matters which may come to your knowledge, in the course of your employment.
	3. The Employee must not disclose any personal details of their employer on any social media platforms, to ensure that the employer’s privacy is protected.
	4. Breach of conditions 8.1 and/or 8.2 will be treated as gross misconduct for the purposes of disciplinary action and may result in termination of your employment contract.

# Driving licence and Insurance

* 1. It is a condition of your employment contract that you hold a driving licence valid to use in the United Kingdom appropriate to the classes of vehicle that you may need to drive in performing your duty. If you receive any endorsements, are disqualified from driving or otherwise lose your licence, if you believe you have a medical condition that may affect your ability to drive, you must inform your Employer immediately. If you lose your licence or develop a medical condition that the Employer believes affects your ability to drive safely your employment may be terminated.
	2. You will be required to hold business use insurance if you use your own vehicle for work purposes.

# Use of Personal Equipment

The use of personal electronic equipment, such as a mobile phone should be kept to a minimum whilst working.

# Property

# All property provided for your use by the Employer remains the property of the Company. Any property belonging to the Employer in your possession shall be returned at any time on request and in any event prior to the termination of your employment with the Employer.

# Lay off and short time

* 1. In the event that the Employer is admitted to hospital, residential care or respite on a temporary basis and is no longer in need of your services during this period of time, they reserve the right to impose a period of layoff without payment of your usual salary. Where preferable, to the Employer, you may be placed on short time working and your salary will be paid only for hours worked.
	2. Any annual leave which has been accrued may be taken during a period of lay off and a Guarantee Payment will apply in accordance with statutory provisions.

#  Other Paid Leave

You may be eligible to take the following types of leave, which may also attract pay, subject to any statutory eligibility requirements or conditions in force from time to time:

(a) statutory maternity leave;

(b) statutory paternity leave;

(c) statutory adoption leave;

(d) shared parental leave and

(e) parental bereavement leave.

Further details of such leave, and any associated pay, are available from [INSERT].

# Health and Safety

All Employees must comply and adhere to the health and safety arrangements laid out by the Employer.

# Disciplinary and Grievance

* 1. These procedures are not contractual. Disciplinaries will be held in accordance with any procedures and policies, which may be provided from time to time or in the alternative in accordance with ACAS code of practice.
	2. Grievances should be presented to the Employer in writing who will endeavour to respond within a reasonable time frame. Grievances will be heard in accordance with policies and procedures, which may be issued from time to time or in the alternative in accordance with ACAS code of conduct.
	3. The Employer reserves the right to suspend you with pay for no longer than is necessary to investigate any allegation of misconduct against you or so long as is otherwise reasonable while any disciplinary procedure against you is outstanding.

# Collective Agreement

There are no collective agreements relevant to your employment.

# Benefits

# You are not entitled to any benefits, during your employment, except as may be disclosed elsewhere in this contract.

# Training

# No essential/required training will be provided to you during your employment and there is otherwise not any formal training envisaged.

# Changes to your terms of employment

# Employer reserves the right to make reasonable changes to any of your terms of employment. You will be notified in writing of any change as soon as possible and in any event within one month of the change.

# Pensions

There will be a pension scheme attached to this job with Employer contributions commencing once your probationary period has ended. If you are you are eligible, your Employer will automatically enrol you in their chosen pension scheme (NEST), as they must comply with the Government’s Automatic Enrolment pension legislation. Your employer will write to you about this when applicable.

# Data Protection

In Accordance with the Data Protection Act 2018, the Employer is required to obtain your consent to process personal data held in your personnel file. By signing this agreement you are providing your Employer permission to retain and process personal information. All information will be kept confidential and stored appropriately.

# Declaration

I have read the above statement of conditions of employment and understand the conditions and agree to abide by them.

Signature of Employee Date

Signature of Employer Date