Date: **CONTRACT OF EMPLOYMENT**

This document sets out the main particulars of the terms and conditions of employment
and also acts as the Principle Statement under the Employment Rights Act 1996.

The Parties to the contract:

**PARTY 1 (Company):**  ***Name of company trading as YourZone45 Name***

**PARTY 2 (Employee):**

**1.0 Appointment**

The Company shall employ the Employee and the Employee shall serve the Company in the capacity of ***Name of role*** at the Employer’s work address or such address as may be notified by the Company or such other place as the Company may from time to time reasonably require. The Employment deemed to have commenced on [***Put Date]*** and shall continue until terminated in accordance with the provisions hereof.

For the purposes of determining the Employee’s continuous period of employment under the Employment Protection (Consolidation) Act 1978 the Employment is not continuous with any previous employment.

**2.0 Probationary Period**

The first three months of Employment will be probationary, the start date being as in section 2. During this period, the Employee’s performance and conduct will be appraised and monitored. The Employment may be terminated by the Employee or the Company on one week’s notice in writing at any time during or at the end of this probationary period or by a payment in lieu of notice. The Employment will be reviewed at the end of the probationary period. The probationary period may be extended at the discretion of the Company. If employment is confirmed after your probationary period then this will become your permanent contract.

**3.0 Hours of Work**

The Employment shall be **Full time** and the normal working hours shall be **XX Hours** per week, the employee will be required to work weekdays, evenings and weekend shifts, during which hours the Employee shall be allowed an interval of 30 minutes unpaid for lunch at such times as shall be agreed by the Company if working 6 hours or over in any one period. The Company may from time to time require the Employee to work such additional hours as may be necessary for the proper performance of their duties. The Employee may be required to take on additional group training sessions on top of their sessions to cover colleagues and this will be paid at the same rate of pay.

**4.0 Duties**

The Employee shall, during the continuance of the Employment, devote the whole of their energies and working hours to the business of the Company and such duties as are consistent with their position. The Employee may be required from time to time to perform such duties consistent with their position as necessary to meet the needs of the Company’s business. The Employee shall at all times and in all respects conform to and comply with the directions and instructions of the Company. The Employee shall use their best endeavours to develop and extend the business of the Company and shall in all matters act faithfully to the Company and shall not engage or be interested or concerned either directly or indirectly as shareholder, director, principal, adviser, agent, consultant, employee or otherwise in any other business which provides services the same as, or similar to, the kind provided by the Company. The Employer will also provide the Employee with full terms of reference relating to the position.

**5.0 Salary**

The Company shall pay the Employee salary at the rate of **£xxx per annum,** payable monthly, currently on the **1st** working day of each month, less deductions for PAYE, National Insurance contributions, and any other deductions which the Company is required to make.

The salary will be reviewed from time to time by the Company but without any commitment on the Company to increase.

For the purposes of Part II of the Employment Rights Act 1996, the Employee hereby authorises the Company to deduct from their salary, or any other sums due to the Employee from the Company, any sums due from the Employee to the Company, including without limitation any overpayment of salary or accrued holiday pay.

The Employee shall be reimbursed for reasonable business expenses properly incurred in the performance of their duties on submission of appropriate receipts and such supporting evidence as the Company may from time to time reasonably require.

On termination of employment, the Employee agrees to settle any monies owing to the Company.

**6.0 Property**

The Employee is responsible for any property belonging to the Company which is under their control or their possession and must take proper care of any such items.

The Employee alone is responsible for the safety of any of their property which is on the Company’s premises.

The Company accepts no responsibility for loss, damage or theft of personal property belonging to members of staff wherever this may occur. Employees are recommended to arrange suitable insurance cover for personal property.

**7.0 Holiday Entitlement**

The Company’s holiday year runs from April to March. In each holiday year the Employee’s holiday entitlement is **28 days** including usual public holidays (pro-rata where necessary).Holidays must be agreed as early as possible, at least 2 weeks-notice for 2 or less days and at least 4 weeks-notice for 3 or more days. Management will normally try to accommodate individual preferences for holiday dates but the needs of the business may have to take precedence, particularly where inadequate notice is given.

The Employee may not carry any holiday entitlement forward to a subsequent holiday year and is not entitled to payment for unused holiday except upon termination of employment.

Holiday entitlement in any holiday year in which the Employment commences or terminates other than at the beginning or end of that year shall be proportionate to the period of employment in that year in whole months.

Upon termination of the Employment, the Employee will be entitled to a pro rata payment in lieu of any unused holiday entitlement up to the statutory limit of paid annual leave. Holiday entitlement in excess of statutory leave will only be paid at the discretion of the Company. The Company reserves the right to deduct payment for holidays taken in excess of holiday entitlement under this clause from the final payment of salary to be made to the Employee.

Any days other than bank holidays that the company closes will be taken as holiday by the employee, the company will give the employee at least 2 weeks-notice of any dates the company will be closed. During bank holidays, it may be necessary for the Employee to work at the request of the directors, to meet the needs of the Company, if you are asked to work bank holidays you will receive the equivalent time in lieu.

**8.0 Absence from Work**

The Employee must inform their Manager as soon as possible before the Employee is due to start on the first day of absence, if she is unable to come to work for any reason and then the night before if the Employee is absent for any further days. Failure to do so may render the Employee subject to disciplinary action. In notifying the Company the Employee should indicate the reason for the absence and its likely duration.

**9.0 Absence through Sickness or Injury**

All employees are entitled to Statutory Sick Pay (SSP). The Employee will not be paid for the first three days of absence due to sickness or injury in line with current legislation. Thereafter, the Employee will be entitled to receive statutory sick pay provided the relevant statutory criteria is met. Qualifying days, for SSP purposes, are defined as those days of the week on which the Employee is contracted to work. Statutory sick pay is payable by the Company for up to 28 weeks in any single period of incapacity for work.

The Employee shall only be entitled to receive payments for SSP where she complies with the following procedures:

1. If the Employee is absent from work for any reason and the absence has not previously been authorised by the Company, the Employee must inform the club manager or, in their absence, another staff member, 2 hours before the Employees start time on the first day of absence. The Employee should also leave details of how and where he can be contacted during the period of absence, and its likely duration.
2. Any unauthorised absence must be properly explained and in the case of absence of uncertain duration the Employee must keep the Company regularly informed of its expected duration.
3. Immediately following the return to work after the period of absence, the Employee is required to complete a Self-Certification form stating the dates of and the reason for the absence, including details of sickness or injury on non-working days as this information is required by the Company for calculating SSP entitlement.
4. If the Employee is absent from work due to sickness or injury which continues for more than 7 days (including weekends) the Employee must provide the Company with a medical certificate. Thereafter medical certificates must be provided to the Company on a weekly basis.

Subject to the Access to Medical Reports Act 1988, the Company reserves the right to ask the Employee to submit to an independent medical examination with a medical practitioner of its choice, during any absence due to sickness or incapacity or where there is concern for an employee’s health and their ability to carry out their work. This cost will be borne by the Company. The Company shall take into account any report or recommendation made available to it as a result of that examination. For the purposes of the Data Protection Act 1998, the Employee hereby expressly consents to the Company retaining information about their health supplied by such medical practitioner on their personnel file for as long as is reasonably necessary.

**10.0 Maternity, Paternity and Adoption - Leave and Pay**

The Company recognises and complies with current legislation.

Should you be eligible for, and wish to take leave in line with current legislation, the Employee should speak to the club manager for more details. The Employee should give the Company as much notice as possible so that arrangements may be made in good time for cover during the period of absence.

**11.0 Courses**

The Employer may from time to time send the Employee on courses which is the only time the Employer will fund the course, all other courses are to be funded by the Employee. The Employee needs to have an up to date first aid qualification before commencing work for the Employer, it is up to the Employee to keep their first aid qualification up to date. The Employer will pay for the renewal of the Employees first aid qualification if the Employees qualification has expired 18 months after the employees start date.

**12.0 Exclusive Employment**

Employees are not permitted to take second jobs without written Company agreement. Any person in breach of this requirement will be subject to disciplinary procedures and may be dismissed.

**13.0 Limits of Authority**

The Employee is not permitted to authorise any variation to the Company’s terms of business, agree any discounts on charges or authorise any expenditure for any reason without the authority of a Director of the Company.

The Employee is not permitted to entertain any of the Company’s clients in or out of the work place unless authorised by the Company.

The Employee is not permitted to divulge their home telephone number or address to any Client of the Company, unless authorised by a Director of the Company.

**14.0 Termination**

If the Employment is confirmed at the end of the probationary period the Employment may be terminated by the Company or the Employee by giving the following periods of notice in writing:-

**By the Company** - Two weeks’ notice

**By the Employee** - Two weeks’ notice. Any notice of termination given by the Employee which is in excess of the above period of notice shall be disregarded and shall be deemed to take effect as a notice of the correct length.

The Company reserves the right to pay salary in lieu of notice (or a combination of salary in lieu and short notice) or to require the Employee to remain away from work during the notice period, whichever may be appropriate. Any payment in lieu of notice will have PAYE, National Insurance contributions, and any other sums which may be due deducted at source. Where the Company requires the Employee to remain away from work during the notice period (whether the Employee or the Company gave notice) the Employee is required to comply with all other terms of this Contract and any other conditions laid down by the Company and whilst on full pay will not be permitted to work for any other person, firm, corporate body or on their own behalf without the Company’s prior written permission.

The Company may terminate the Employment without notice, compensation or payment in lieu of notice and without payment in lieu of untaken holiday entitlement in excess of statutory leave entitlement in the event of gross misconduct by the Employee.

Consequences of Termination – Upon termination of the Employment for whatever reason the Employee shall deliver to the Company all books, files, documents, keys, paper, client lists, records, materials and other property relating to the Company with all copies thereof.

**15.0 Restrictions**

For the purposes of this clause, the following expressions shall have the following respective meanings:

‘Client’ – means a person, firm or corporate body in contact with the Company (or any Group Company) at any time from the start date of the company, for the purpose of obtaining business from Clients whose name is recorded in the Company’s (or any Group Company’s) records.

‘The Competing Business’ – means any person, firm or corporate body providing services directly or indirectly in competition with the Company for whom the Employee provides their services in any capacity whatsoever following the termination of the Employment.

‘Termination Date’ means the date upon which the employment terminates for any reason whether by notice or without notice.

The Employee will not without the prior written consent of the Company (such consent only to be withheld so far as may reasonably be necessary to protect the legitimate business interests of the Company) during the Employment or for a period of 12 months from the Termination Date whether alone or jointly with or as shareholder, adviser, principal, partner, agent, director, employee, consultant or otherwise of the Competing Business, directly or indirectly:

1. Solicit or canvass, or attempt to solicit or canvass, business from any Client with whom the Employee or the company dealt;
2. Deal with or accept instructions from any Client with whom the Employee dealt;
3. Endeavour to entice away from the Company any person who at the Termination Date shall have been a temporary or permanent employee of the Company with whom the Employee worked during the last six months of the employment.

**16.0 Confidentiality**

The Employee is aware that in the course of the employment he will have access to and be entrusted with information in respect of the business and financing of the Company and its dealings, transactions, business development and affairs and its clients, all of which information is or may be confidential.

The Employee shall not (except in the proper course of their duties) during or at any time after the employment divulge to any person whatever or otherwise make use of any trade secret or any confidential information concerning the business or finances of the Company or its clients. This restriction shall not apply in respect of any information which is or has become known in the public domain (otherwise than by a breach by the Employee of the Clause) or which he is required to disclose by any court or competent authority or which by virtue of the employment are part of their own skill and knowledge.

**17.0 Disciplinary and Grievance Rules and Procedures**

A copy of the Company’s Disciplinary and Grievance Rules and Procedure is attached to this Contract and employees are asked to read it carefully. The Disciplinary Rules only form part of the terms and conditions of Employment.

**18.0 Data Protection Act 1998**

The Employee agrees that by signing the Contract he has consented to the Company processing personal data about the Employee in order to properly fulfil its obligations to the Employee under the Contract and as otherwise required by law in relation to the Employment in accordance with the Data Protection Act 1998. Such processing will principally be for personnel, administrative and payroll purposes.

**19.0** **Health and Safety at Work**

During the employment the Employee is bound to comply with the duties imposed upon Employees by the Health & Safety at Work Act (the ‘Act’) and the Health and Safety Regulations made or to be made under Section 7 of the Act which requires an Employee to: -

1) Take reasonable care for the health and safety of themselves and others who may be affected by their acts or omissions at work.

1. As regards any duty imposed on their Employer or any other person, co-operate with him so far as is necessary to enable that duty to be performed or complied with.

The Employee shall be provided with the Company’s Health & Safety Policy for general reference and use. Employees are reminded that they have a statutory duty to observe and comply with all Company health and safety rules and take all reasonable care to promote health and safety at work of themselves and their fellow employees. Wilful breaches of the health and safety policy will be dealt with through the disciplinary procedure.

**20.0 Amendments or Alterations**

The Company reserves the right to make reasonable changes to the terms and conditions of Employment. The Employee will be notified of any such changes either directly in writing or by way of general notice to all employees of the Company.

**21.0** **Copyright/Authorship**

For the avoidance of doubt the Employee acknowledges that the entire copyright, design right and all rights of a similar nature made by or created by the Employee during the course of employment by the Company are owned by the Company. The Employee warrants and acknowledges that the Company shall be the first owner of such rights.

**22.0 Choice of Law and Jurisdiction**

This Contract is subject to English law and the Company and the Employee agree to the exclusive jurisdiction of the English Courts in relation to all matters concerning and arising from this contract.

**23.0 Miscellaneous**

This Contract supersedes all or any previous agreements made between the Employee and the Company.

**Signed on behalf of the Company:**

Name: …………..…………………………………..… Job Title:……………………………………………

Signed: ………………………………………………….. Date:…….…………………………….……………..

**Signed on behalf of the Employee:**

I agree to the terms and conditions of this contract, and acknowledge that I have received a copy of the Contract, and the Company Disciplinary and Grievance procedures.

Employee’s Name: …………………………………….. …… Date:……….…………………………………………

Signed………………………………………………………………..