Employment Contract

Operations Staff (Yearly)

Ashbourne College Limited

and

[Name of Employee]

**This agreement** is dated 200

Between

1. Ashbourne College Limited (Company Registration Number 2076457) whose registered office is situated at 17 Old Court Place, Kensington, London W8 4PL (the **College**)
2. [NAME OF EMPLOYEE] of [ADDRESS] (**You and your**)

A yearly staff member is a member whose annual salary is paid in 12 equal instalments irrespective whether such staff member works full or part time.

Agreed terms

The following Schedules are incorporated into and form part of this agreement.

[Schedule 1](#Ref203279609) Your duties

[Schedule 2](#Ref203279644) Working Time Regulations opt out letter

# Appointment and duration

1. ***Job title***: You are employed as [JOB TITLE].
2. ***Appointment***: The College will employ you and you will serve the College as a Yearly paid member of the Operations department with effect from…. upon the terms of this contract. Your employment will continue until terminated in accordance with this contract.
3. ***Continuity of employment***: Your period of continuous employment with the College commences on [DATE] and no previous employment counts as part of your continuous period of employment.
4. ***Probationary period***: The first three months of your employment are probationary. During this period either you or the College may terminate your employment by giving not less than one week's prior written notice. Your continued employment will be reviewed at the end of your probationary period. The College may, at its discretion, extend the probationary period for up to a further three months.
5. ***Notice period:*** Following the successful completion of your probationary period and subject to earlier termination as provided for in this agreement, either party may terminate your employment on giving six weeks’ prior written notice.

# Conditions

1. ***Application form***: It is a condition of this agreement that the contents of the application form completed and supplied by you to the College and any representations made by you to the College prior to your employment with the College are true.
2. ***Satisfactory clearance***: Your employment with the College will be subject to the College being satisfied with the enhanced disclosure received from the Disclosure and Barring Service.

# Responsibilities, duties and place of work

1. ***Duties***: You agree to perform such other duties which will include but are not limited to those set out in [Schedule 1](#Ref203279609) and observe such restrictions and undertake such responsibilities as may from time to time be assigned to you by the Principal or your line manager.
2. ***Other activities***: You must devote the whole of your time, attention and ability during your hours of work to carrying out your duties for the College. You agree that without the prior written permission of the Principal or your line manager you will not hold any office or engage in any activity which in the opinion of the Principal or your line manager may interfere with the proper performance of your duties under this agreement. For the avoidance of doubt you will not be required to abstain from any occupation or activity which does not interfere with the proper discharge of your duties.
3. ***Reputation of the College***: You agree to use your utmost endeavours to promote the interests and reputation of the College and any associated body.
4. ***Duty of disclosure***: You are required immediately to notify the College if you are charged or convicted of any criminal offence, if you receive a police caution, reprimand or warning, or if there is a formal child protection investigation of you or any member of your household under section 47 of the Children Act 1989 as amended.
5. ***Wrongdoing:*** You agree to report your own wrongdoing, or any wrongdoing or proposed wrongdoing of any other member of staff to the Principal in accordance with the College's procedure on reporting a wrongdoing as set out in the Staff Handbooks.
6. ***Place of work***: You will carry out your duties at the College and at such other places as the Principal may reasonably require. You will not normally be required to work outside the United Kingdom.
7. ***Training***: You agree to co-operate with the College should it introduce new methods of working and/or new technology and undergo such training and adapt to such new methods of working and/or technology as the College may direct.
8. ***Working hours***: Your normal hours of work are 8.30 am to 6 pm (with one hour for lunch) Monday to Friday although you may have to work such additional hours as reasonably required by the College (for example, to include parents' evenings, open evening and the Christmas Revue). You will receive no extra remuneration for work outside your normal hours of work, unless authorised in advance by the Principal. In such circumstances, overtime will be paid at the hourly rate of [£AMOUNT].
9. ***Salary***: You will receive a salary of £[AMOUNT] per annum. Such salary will be paid by twelve equal monthly instalments in arrears on such date in each month as the College will from time to time determine directly into a bank or building society account nominated by you. You will be notified in writing of any changes to your salary.
10. ***Pay review***: Your salary will normally be reviewed annually on 1 August. Any salary increase awarded to you will be implemented on 1 September. A review does not necessarily imply an increase in salary.
11. ***Salary adjustments***: You agree that if you have been paid more than your entitlement under this agreement or if the College becomes entitled to claim any sum from you, the appropriate adjustment will be made against your salary or any other sum of money that the College owes you.
12. ***Expenses***: Upon production of vouchers or other evidence of payment you will be reimbursed the cost of any expenses that you may reasonably incur in the proper execution of your duties provided that such expenses have been authorised in advance.
13. ***Gifts:*** If you receive a gift or any other benefit arising from or in connection with your employment, you should declare the gift to the Principal or your line manager where there is a possibility it could be misconstrued, or in any event where the gift is of a value of more than £100. The Principal has absolute discretion to require you to decline the gift.
14. ***Tax and national insurance:*** The College is entitled to deduct from your remuneration any tax or employee's national insurance contributions deemed payable on any payment or benefit due under this agreement.

# Pension

1. ***Information***: The College provides access to a pension scheme. Details are available from the Finance officer. There is not a contracting out certificate in force in respect of your employment.

# Holidays

1. ***Entitlement***: The holiday year runs from 1 September to 31 August each year. During the holiday year you will be entitled to [20] working days paid holiday, of which, only ten days may be taken at a time. Unless otherwise agreed by the line manager, holidays must be requested two weeks in advance and must be taken during the normal College holidays.
2. ***Compulsory Holidays***: You will be required to take compulsory holidays during the Christmas holiday period when the College is closed. Compulsory holidays are in addition to your annual holiday entitlement as set out at clause [23](#Ref236557064). You will be expected to work on the Saturday immediately preceding to the beginning of the Spring Term.
3. ***Restricted period***: Holidays are not permitted from the Monday preceding the release of the College's 'A' Level results until the end of September.
4. ***Public holidays:*** The College recognises all public holidays.
5. ***Unused holiday***: You may not carry forward any unused holiday entitlement to a subsequent holiday year. There is no pay in lieu for unused holiday.
6. ***Termination of employment***: You will be entitled to pay in lieu of unused accrued holiday calculated up to the date of your departure. The College reserves the right to deduct an appropriate amount from your wages if you have taken more than your entitlement at the date of your departure. If your employment is summarily terminated by the College, you will not be entitled to pay in lieu of unused accrued holiday up to the date of your departure, save for your working time annual leave entitlement.
7. ***Notice period***: During your notice period whether notice was given by you or the College, the College may require you to take any outstanding holiday entitlement on or after the notice was given.

# Leave

1. ***Entitlement:*** You may be entitled to adoption, maternity and paternity pay and leave, parental leave and domestic incident leave. Further details are set out in the Staff Handbooks.

**Absence on account of illness or injury**

1. ***Sick pay:*** Subject to your compliance with the notification requirements and other obligations in the Sickness Policy as set out in the Staff Handbooks, if you are unable to work because you are ill you may be entitled to receive sick pay in accordance with the Statutory Sick Pay scheme.
2. ***Conditions:*** In determining whether or not you fall within the above limits on any given day of sickness absence, all days of sickness absence which you have taken during the 12 month period immediately preceding the given day will be counted. If you have a record of persistent or excessive absence you may be refused sick pay for any period of absence.
3. ***Review of sickness record:*** The College will be entitled to review your sickness record at any stage of absence and may dismiss you with notice on the grounds of such absence, notwithstanding that any entitlement to sick pay has not been exhausted.
4. ***Medical examination requirement:*** The Principal will, at the College's expense, be entitled to require you to undergo examinations by a medical adviser to be appointed or approved by the Principal and you authorise the medical adviser to disclose to the Principal the results of the examination and discuss with the Principal any matters arising from the examination which might affect the proper discharge of your duties.

# Confidential information and documents

1. ***Definition***: **Confidential Information** includes without limitation all information (relating to the College, staff, pupils and their parents or guardians and Directors) which is not readily ascertainable other than to persons employed by or holding office with the College and any information in respect of which the College owes an obligation of confidentiality to any third party.
2. ***Restrictions:*** You will not (during your employment or at any time after it has ended) except in the proper performance of your duties disclose, or cause any unauthorised disclosure of, or use for your own purposes any trade secrets or Confidential Information (whether contained in documents or otherwise) provided that these obligations will cease to apply to any information or knowledge which has come into the public domain, otherwise than by way of breach of your obligations.
3. ***College property:*** All notes, memoranda, records, correspondence, computer and other disks and tapes and all other documents and material whatsoever (including copies) (whether made or created by you or otherwise) relating to Confidential Information and/or the affairs of the College are and will remain the property of the College and will be handed over by you to the College on demand.
4. ***Post termination restrictions:***In order to protect the Confidential Information and business connections of the College to which you have access as a result of your employment, you covenant with the College that you will not:
   1. for six months after the termination of this agreement solicit or endeavour to entice away from the College any student or parent/guardian of any student with a view to providing services to the student in competition with the College; or
   2. for six months after termination of this agreement solicit or endeavour to entice away from the College any person who was at any time during a period of six months before the termination of your employment an employee of the College; or
   3. at any time after the termination of this agreement, represent yourself as connected with the College.

The duration of the above restriction will be reduced by the length of time for which you are placed on garden leave in accordance with the terms of this agreement.

1. ***Application of restriction*:**  The restrictions imposed on you by the above clause apply to you acting:
   1. directly or indirectly; and
   2. on your own behalf or on behalf of, or in conjunction with, any other college, educational establishment, company or person.

# Procedures and rules

1. ***Capability, disciplinary and dismissal procedures***: The capability, disciplinary and dismissal procedures applicable to you once you have completed your first year of employment are set out in the Staff Handbooks. These procedures are provided for guidance only and are non-contractual. If you are dissatisfied with any disciplinary decision relating to you, or any decision to dismiss you, you should notify the Principal in writing that you wish to appeal.
2. ***Grievance procedure***: The grievance procedure applicable to you is set out in the Staff Handbooks. This procedure is provided for guidance only and is non-contractual. If you have a formal grievance you should raise it in writing in the first instance with your immediate superior.
3. ***Rules***: You agree to observe such rules communicated to you in writing by the Principal and/or set out in the Staff Handbooks. The College has the right to alter such rules from time to time and any such changes will be notified to you.
4. ***Right to suspend/demote***: The College will have the right to suspend you on full pay and benefits pending the conclusion of any investigation and/or the resolution of any stage under any capability or disciplinary & dismissal procedure initiated in respect of you. The College has the right to suspend you without pay or demote you if so decided at a disciplinary hearing or capability meeting.

# Obligations during notice

1. ***Attendance***: You will continue to perform your duties during any period of notice (whether given by you or the College) unless the College requires that you refrain from so doing and remain away from the College.
2. ***Garden leave***: If the College requires you to be absent during any such notice period or any other period then you will comply with any conditions laid down by the College during this period. You will be entitled to full pay and benefits but will not be required to carry out any of your duties under this agreement unless requested to do so by the College. You will nonetheless be available to carry out such duties if requested to do so and will not be permitted to work for any other person or body without the prior written consent of the Principal.

# Summary termination

1. ***Summary termination***: Notwithstanding any other provisions of this agreement, the College will be entitled to terminate your employment forthwith and without pay in lieu of notice (but without prejudice to the rights and remedies of the College for any breach or non performance of this agreement and your continuing obligations under this agreement) if:
   1. ***Gross misconduct***: you commit any act of gross misconduct;
   2. ***Serious breach***: you commit any serious or repudiatory breach of your contract of employment;
   3. ***Repeated breach***: you repeat or continue after prior written warning any material breach of your duties;
   4. ***Prejudicial behaviour***: you behave in a manner either during and/or outside the course of your employment which in the reasonable opinion of the Principal may prejudice the interests of the College and/or is likely to bring you or the College into disrepute;
   5. ***Criminal offences***: you are convicted of any criminal offence punishable with imprisonment for six months or more (whether or not such a sentence is imposed on you);
   6. ***Gross negligence***: you commit any act of gross negligence;
   7. ***Ineligible to work:*** you are not, or cease to be, eligible to work in the United Kingdom.

# General provisions

1. ***Notices***: Any written notice required to be served in accordance with this agreement will be properly served if, in the case of a notice addressed to the College, it is either handed to or sent by first class recorded delivery post to the Principal at the College, or, in the case of a notice to be given by the College, it is handed to you personally or sent by first class recorded delivery post to your last known residential address in the United Kingdom. Notices sent by post will be deemed to have been received and served on the first day after posting.
2. ***Part-time staff:*** All benefits and payments in this agreement will be pro-rated for part-time members of staff unless otherwise stated.
3. ***Data protection***: You agree that the College may hold, disclose to third parties or otherwise process any information about you which it may acquire during your employment in accordance with the College's Data Protection Policy and in particular to the processing of any sensitive personal data (as defined in the Data Protection Act 1998).
4. ***Collective agreements***: The College confirms that there are no collective agreements which directly affect your terms and conditions of employment.
5. ***Third parties:*** No term of this agreement is enforceable pursuant to the Contract (Rights of Third Parties) Act 1999 by any person who is not a party to it.
6. ***Entire agreement:*** This agreement and those parts of the Staff Handbooks which are expressed to have contractual effect set out the entire agreement and understanding of the College and you regarding your employment with the College and are in substitution for any terms of service and all previous agreements or arrangements which you may have with the College.
7. ***Variation:*** The College reserves the right to make any reasonable changes to any of the terms and conditions of your employment. Any change will be notified in writing.

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| Signed by [ ]  for and on behalf of the College | ……………………………………………………. [SIGNATURE]  …………………………………………………….  [DATE] |
| Signed by [NAME OF EMPLOYEE] | ……………………………………………………. [SIGNATURE OF EMPLOYEE]  …………………………………………………….  [DATE] |

# Schedule 1

# Your duties

The College is committed to safeguarding and promoting the welfare of children and young people and expects all staff and volunteers to share this commitment.

The following duties will be deemed to be included in the duties which you may be required to perform:

* child protection, discipline, health and safety
* promoting and safeguarding the welfare of children and young persons for whom you are responsible and with whom you come into contact
* duties as outlined in the Job Description

# Schedule 2

# Working Time Regulations opt out letter

[To be typed on College's headed notepaper]

[NAME OF EMPLOYEE]

[ADDRESS OF EMPLOYEE]

[DATE]

Dear [NAME OF EMPLOYEE]

# Agreement to opt out of maximum weekly working time

Regulation 4(1) of the Working Time Regulations 1998 states that the average working time of an employee, including overtime, shall not exceed an average of 48 hours in any seven-day period unless he or she has previously agreed otherwise in writing.

Please sign below to confirm that you agree that this limit on your working hours will not apply to your employment with us and that your average working time may therefore exceed 48 hours in any seven-day period.

[You OR Either of us] may terminate this agreement by giving three months' written notice at any time. Unless so terminated, this agreement shall remain in force [for a period of [PERIOD] OR until your employment with us ends.]

Yours sincerely,

……………………………………

[Employer]

By executing and delivering this letter as a deed, I agree that the maximum average working time of 48 hours in any seven-day period shall not apply to my employment with Ashbourne College and that my average working time may therefore exceed 48 hours in any seven-day period.

|  |  |
| --- | --- |
| Executed and delivered as a deed by [NAME OF EMPLOYEE] | …………………………………………………… [SIGNATURE OF EMPLOYEE] |
| In the presence of | …………………………………………………… [SIGNATURE OF WITNESS] |
| Name of witness | …………………………………………………… |
| Address | ……………………………………………………  ……………………………………………………  ……………………………………………………  …………………………………………………… |
| Occupation | …………………………………………………… |