**CONTRACT OF EMPLOYMENT**

1. Parties to Contract

This contract of employment is made between:

[YOUR ORGANISATION'S NAME] of [YOUR ADDRESS] (referred to in this contract as “We or the Employer”)

and

[EMPLOYEE NAME] of [EMPLOYEE ADDRESS] (referred to in this contract as “You”).

1. Employment Dates

Your employment under this contract begins on [DATE]. Your period of continuous employment for statutory purposes began on [DATE].

1. Probationary Period

The first six months of your employment will be a probationary period.  We may bring your employment to an end during your probationary period at any time without notice in your first month of employment and one week’s notice thereafter, which we can, at our discretion pay in lieu. We may, at our discretion, extend the probationary period. During this probationary period we will carefully monitor your performance and suitability for your role.

1. Job Title

You are employed as [JOB TITLE]. We reserve the right to reasonably amend your duties in line with business needs.

As a condition of your employment, you must have completed required training or be enrolled on any accredited course suitable for your job role. We may terminate your employment if you fail to attain the required certification within a reasonable period.

1. Remuneration

We will pay you £      per [hour / year]. We will pay you at monthly intervals directly into your bank account on or around the [INSERT PAY DAY e.g. 28th] day of the month. We reserve the right to alter the time, method and frequency of payment on giving reasonable notice to you.

1. Normal Place of Work

Your normal place of work is [ADDRESS], but we reserve the right to change this on a permanent basis upon reasonable notice to you.

You may be required to work at: any of our other branches, clients or customers premises or at such other places on a temporary basis as we shall from time to time direct.

You may also in the performance of your duties be required to travel from your normal place of employment to anywhere within the United Kingdom.

1. Normal Hours of Work

[Your normal contractual hours of work are [NUMBER] hours a week to be worked [e.g. Monday to Friday 9.00am – 5.30pm]

OR

[Your normal contractual hours of work are [NUMBER] hours a week. These hours will be organised according to a rota system covering [e.g. Monday to Sunday 6.00am – 10.00pm] which will be published one week in advance. Due to the nature of your duties unsociable hours, weekends and bank holidays are considered to be normal hours of work and you will be required to work at these times.]

OR

[You are required to work [NUMBER] hours per week, at time to suit the needs of the business between the hours of [e.g. Monday to Saturday 8.00am to 6.00pm].

[You are required to work flexibly and will at times be required to work unsociable hours including [evenings, nights, weekends, bank holidays]

You are entitled to an unpaid break of [NUMBER] minutes, to be taken at a time agreed with your manager.

It is recognised that due to the nature of the Company’s business, your working hours will not necessarily coincide with those normal hours. We reserve the right to vary your hours of work (and to vary your pay accordingly), on a temporary or permanent basis, as necessary to meet its business requirements which may include: amending shift patterns and/ or introducing new shift patterns, which could include weekend/ night working and/or reducing hours of work. You may also be required to work such additional hours (including weekends and bank/public holidays) as may be necessary for the proper performance of your duties.

1. Sunday Working

You are, or can be required under your contract of employment, to work on a Sunday.

However, if you wish, you can give a notice, as described in the next paragraph, to the Company and you will then have the right not to work on any Sunday on which the business is open once three months have passed from the date on which you gave the notice.

Your notice must -

* be in writing;
* be signed and dated by you; and
* say that you object to Sunday working.

For three months after you give the notice, the Company can still require you to do all the Sunday work your contract provides for. After the three month period has ended, you have the right to complain to an employment tribunal if, because of your refusal to work on Sundays on which the shop is open, the Company dismisses you, or does something else detrimental to you, for example, failing to promote you.

Once you have the rights described above, you can surrender them only by giving the Company a further notice, signed and dated by you, saying that you wish to work on Sunday or that you do not object to Sunday working and then agreeing with the Company to work on Sundays or on a particular Sunday.

1. Overtime

[We may require you to work additional hours (overtime) on a temporary or regular basis.

If you work overtime, we will pay you at your normal hourly rate.

All overtime that you carry out must be expressly approved in advance by management, failing which you will not be paid for any work that you do in addition to your normal hours of work.]

OR

[We may require you to work such additional hours as are necessary to fulfil the requirements of your job. Your salary takes into account this obligation and no additional payment will be made for additional time worked.]

1. Holiday Entitlement

Your holiday entitlement is [NUMBER] days per annum plus the 8 normal bank holidays.] [You may be required to work on a bank holiday in which case you will be given a day off in lieu.]

OR

[Your holiday entitlement is [NUMBER] days per annum. Due to the nature of our business bank holidays are considered to be normal hours of work and you will be required to work at these times.]

Holiday entitlement is pro-rata for part-time employees.

Our holiday year runs from [DATE] to [DATE].

Our rules for booking holiday are in the Employee Handbook. You will only be permitted to take holiday where you have asked for and received prior authorisation according to our rules.

We may require you to take holiday on specific days which we shall notify to you in advance.

When on holiday, we will pay you your normal salary. If your employment ends during the holiday year, we will calculate your holiday entitlement up to that date on the basis of 1/12th of your annual entitlement for each complete month worked.  Upon termination of your employment you will be entitled to pay in lieu of any holiday accrued in your last holiday year but not taken. If you have taken holidays in excess of entitlement we shall be entitled to deduct the excess pay from your final salary payment.

1. Sick Pay

If you are unable to attend work because of sickness or injury, we will not pay you for the first three working days of your absence (waiting days), after which, we will pay you Statutory Sick Pay (SSP). Your qualifying days for SSP are the days on which you normally work.

You agree to consent to a medical examination (at our expense) by a doctor we nominate should we require.

If a period of absence is, or appears to have been caused by negligence or other action by a third party in respect of which you may be able to recover compensation, you must immediately notify us and provide such further information and cooperation in relation to any legal proceedings as we may reasonably require. Any Statutory Sick Pay we pay to you in respect of that period shall be repayable on demand, provided that the amount to be repaid shall not exceed any compensation you recover for loss of earnings less any costs you incur in connection with such recovery.

1. Pension

If you are eligible, we will automatically enrol you into our Pension. Within a month of being enrolled in the Scheme, you can send an opt-out form if you do not wish to be in the Scheme. If you do not opt out, we will deduct your contributions to the pension scheme from what we pay you. Current details of the Scheme and your rights relating to it, and of your and our contributions, will be provided to you separately.

1. Maternity/Paternity/Adoption/ Shared Parental Leave and Pay

You may be entitled to maternity/paternity/adoption/shared parental leave and pay in accordance with the current statutory provisions.

1. [Other Benefits] – delete if not appropriate

[Include details of any other benefits that your employees are entitled to such as private medical insurance or life insurance.]

1. [Training] – delete if not appropriate

[We will provide the following training which the Company will pay for:

[DETAILS OF TRAINING]

OR

[It is a specific contractual requirement that you attend [DETAILS OF MANDATORY TRAINING] training which the Company will pay for. Office based supervisions and training sessions will take place during normal office hours. Should you fail to keep your training up to date or attend scheduled training sessions you may be subject to disciplinary action.]

1. Termination of Employment/ Contractual Notice

Subject to the terms of the probationary clause, we may bring your employment to an end by giving you written notice as follows:

|  |  |
| --- | --- |
| **Length of Continuous Service** | **Notice Requirement** |
| 1 month or more but less than 2 years | 1 week |
| 2 years or more but less than 12 years | 1 week per year |
| 12 years or more | 12 weeks |

You may bring your employment to an end by giving us [one week’s] OR [one month's] notice in writing.

We reserve the right to bring your employment to an end immediately without notice by making a payment to you in lieu of the required notice.

Any payment in lieu will be equal to your basic salary and will not include any bonus or commission payments, or any payment in respect of benefits which you would have been entitled to receive during the period for which the payment in lieu is made.

We reserve the right to bring your employment to an end immediately without notice or payment in lieu of notice (a) in any case where you are found to be guilty of gross misconduct; (b) if you cease to be entitled to work in the United Kingdom.

We may require you to take (or not to take) any outstanding accrued holiday entitlement during your notice period.

1. Garden Leave

We reserve the right to require you to remain away from work during the notice period. Where we require you to remain away from work during the notice period (whether you or the Company gave notice) you are required to comply with all other terms of this contract and any other conditions laid down by the Company. Whilst on full pay, you will not be permitted to work for any other person, Company, corporate body or on his/her own behalf, without the Company’s prior written permission.

1. Disciplinary and Grievances

Our current disciplinary rules and the disciplinary and grievance procedures which apply to your employment are contained in the Employee Handbook.

These procedures do not form part of your contract of employment and we may amend them from time to time at our discretion. If you wish to appeal against a disciplinary decision you may apply in writing to a director/line manager in accordance with our disciplinary procedure.

If you wish to raise a grievance, you may apply in writing to your manager in accordance with our grievance procedure.

We reserve the right to suspend you (with the continued payment of your salary and any other contractual benefits) pending any investigation into any potential dishonesty, gross misconduct or other circumstances which might lead to dismissal for such period as we think fit.

1. Outside Interests

During your employment, unless you have our prior written permission, you must not be involved in any business or activity which in our reasonable opinion affects your ability to devote the whole of your time and attention during working hours to our business or conflicts with the interests of or causes damage to our goodwill. This applies to any other eye care business or employment as well as to any other business. You must give us full details of your involvement in outside employment or business. We will treat failure to do so as a disciplinary matter and deal with it accordingly.

1. Deductions from Remuneration

We may deduct from any payment we make to you and in particular from your final salary payment, any sums which you owe to us. This includes, without limitation,

* the amount of any overpayment of salary / wages / bonus or other benefits;
* the amount of any overpayment of sick pay;
* the amount of any overpayment of holiday pay;
* outstanding loans and advances;
* any loss or damage to Company property caused by your wilful act, carelessness or negligence;
* any loss or damage suffered by the Company as a result of you terminating your employment without giving or working the required period of notice;
* any shortage or deficiency of stock or cash for which you were responsible;
* any sums you owe to us in respect of training courses, fees, fines etc.

1. Collective Agreement

There is no collective agreement which directly affects your employment.

1. Lay Off

In the event of a situation which prevents us from providing you with work in or throughout any day, for example a short term downturn in work (as an alternative to declaring redundancies) or in the event of an occurrence outside of our control (including, without limitation, fire, Act of God, industrial action affecting a third party), we are entitled not to provide you with work and not to pay you any salary or wages under your contract of employment (except a Statutory Guarantee Payment insofar as required). We are also entitled in such circumstances to place you on short time working.

1. Right to Search

We reserve the right to search you, your work area, and any of your property held on our premises, including any vehicle parked on our property, at any time if there are reasonable grounds for us to believe that you are guilty of theft, or in possession of illegal drugs, or prohibited property, or substances, or in serious breach of our rules or your contract.

Personal searches will be conducted in the presence of at least one agreed witness. Unreasonable failure to consent to a personal search or a search of your property will be regarded as a disciplinary offence.

1. [Training Recoupment] – delete if not required

[The Company may undertake to pay for external training courses which are of direct benefit to you and the Company. You agree that if the Company provides such funding and your employment terminates for whatever reason while the course is on-going, or in a specified period of time after completion, that you will refund the Company in accordance with the following scale:

* While the course is on-going or up to 6 months after completion of the course – 100%
* Between 6 months and 9 months after completion of the course – 75%
* Between 9 months and 12 months after completion of the course – 50%.

You agree to the Company deducting the sums under this clause from your final salary or any outstanding payments that might be due to you at the termination of your employment.]

1. [Criminal Convictions] – delete if employee does not need a criminal record check

[Due to the nature of your role, you will be required to submit to a criminal records check (and, if applicable, barred lists check) at such level as deemed appropriate by the Company. If the check raises any concerns, these will be discussed directly with you before any subsequent decisions are reached in respect of your employment. Having a criminal conviction will not necessarily preclude you from working for the Company, as the nature of the conviction(s) will be considered in the context of your position. Criminal records checks may be repeated periodically throughout your employment, but you must declare any convictions, cautions or reprimands that arise during your employment, which may be relevant to your position, with your line manager immediately. Failure to disclose such information may result in disciplinary proceedings up to and including dismissal.]

1. Confidentiality

For the purposes of this contract "Confidential Information” is defined as information (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory) relating to the business, products, affairs and finances of the Company or any Group Company for the time being confidential to the Company or any Group Company and trade secrets including, without limitation, technical data and know-how relating to the business of the Company or any Group Company or any of its or their business contacts, including in particular (by way of illustration only and without limitation) designs, performance data, commercial plans and third party confidential information.

You acknowledge that in the course of your employment you will have access to Confidential Information. You therefore agree to accept the following restrictions contained in this clause.

You shall not (except in the proper course of your duties), either during the employment, or at any time after its termination (however arising), use or disclose to any person, company or other organisation whatsoever (and shall use your best endeavours to prevent the publication or disclosure of) any Confidential Information. This shall not apply to:

* any use or disclosure authorised by us (the Company), or required by law;
* any information which is already in, or comes into, the public domain other than through your own unauthorised disclosure; or
* any protected disclosure within the meaning of section 43A of the Employment Rights Act 1996.

You will also have access to and be entrusted with information related to patients, their medical condition and treatment which is confidential to the patient.

1. Variation of Terms

We reserve the right to make reasonable changes to any of your terms and conditions of employment, including following a relevant transfer under the Transfer of Undertakings (Protection of Employment) Regulations 2006, as amended.

You will be informed of any such changes in writing, the changes taking effect from the date of the notice. Significant changes to your contract of employment will be notified to you not less than one month in advance.

**AGREEMENT**

I acknowledge receipt of this contract and understand and accept the terms and conditions of employment contained within it.

Employee Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed on behalf of [COMPANY NAME]

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[NAME]

[JOB TITLE]

**Delete if not required**

**Working time opt-out agreement**

I agree with my employer [COMPANY NAME] that my weekly working time averaged over any 17 week reference period may exceed 48 hours and I hereby opt out of the limit on working time set down by the Working Time Regulations 1998. I understand I may end this opt-out at any time by giving my employer not less than three months' written notice.

Employee Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_