


STAFF CONTRACT OF EMPLOYMENT

VERSION No	7	
REVIEWED BY	Manager (MP)	
NUMBER OF PAGES	11	



STANDARD TERMS AND CONDITIONS OF EMPLOYMENT

(Employment Rights Act 1996)

Variation June 2018

1	THE CONTRACT	This statement dated			
		Sets out certain the particulars of the terms and conditions which, in conjunction with the Disciplinary Procedures and Regulations, Job Description and any Working Arrangements, form the Contract of Employment between:			
		EMPLOYER	<i>Kindcare (UK) Ltd, Trading as Bendigo Nursing Home</i> 22 Arundel Road, Eastbourne, East Sussex, BN21 2EL		
		<i>and</i>			
		EMPLOYEE NAME			
		ADDRESS			POST CODE
		Your employment began on			
		and employment with any previous employer does not count as part of your continuous period of employment. This employment is entered into by us in reliance on the personal information that you have supplied in your application form and medical questionnaire, and is liable to termination without notice if such information or any of it is subsequently found to be grossly inaccurate or misleading. This employment may also be terminated if satisfactory references and DBS disclosure are not obtained.			
		This contract is reviewed on regular basis and may require amendments to ensure compliance with the latest UK government and EU legislation. Should that be the case all employees will be issued with the latest version of the contract which both parties must sign.			
		2	TITLE OF JOB	You are employed as	
In Full Time Employment				<i>hours minimum per week</i>	
On Part Time Basis				<i>(less or equal to) hours per week</i>	
On Bank Staff Basis	<i>As and when required</i>				
And as described in the Job Description. It must be firmly understood, however, that in the interests of service users' care:					
a)	You may be asked to undertake other duties within your capabilities from time to time on reasonable request from the Manager / Deputy Manager or the Managing Director, to meet the needs of the service users and / or the home.				
b)	The Job Descriptions are reviewed on regular basis and may be amended to ensure compliance with the latest government legislation, guidance and best practice. The latest version of the Job Description is available with other policies and procedures in the staff room and our website at www.bendigonursinghome.co.uk , and all employees are expected to study it and implement it in practice. Management will enable staff through change with training, guidance, support and supervision.				

3	PAY / SALARY	<p>Your hourly rate of pay is specified in your job offer letter.</p> <p>Your salary will be paid at monthly intervals in arrears by BAC's (bank transfer directly into the bank account you have provided). Your salary will be calculated on the number of hours worked from 16th of current month to the 15th of the following month and you will be paid on the last working day of that month. Any change or amendments to this will be confirmed in writing within one month of them occurring. Should your employment be terminated, your last wages will be paid by cheque.</p> <p>The Employer shall pay the Employee the hourly rate agreed during the interview. That hourly rate may be reviewed during an appraisal, at the end of the 'Probation Period' depending on the employees work performance.</p> <p>All employees' pay is reviewed during an appraisal at the end of each financial year and is work performance related.</p> <p>Should your pay is a subject to your entitlement to receive the applicable NLW (National Living Wage) in respect of hours worked, your pay will increase automatically to the new NLW rate as from the date specified by the government.</p>
4	PENSION	<p>Kindcare (UK) Ltd contributes to your pension fund. The company has set up workplace scheme with NEST (National Employment Savings Trust), available to all our eligible employees. New Employees must sign consent and specify on the 'Starter Form', if they choose to 'Opt in' or 'Opt out' to contribute in pension fund.</p>
5	NORMAL HOURS OF WORK	<p>All Employees need to be aware that caring for the elderly in whatever capacity is a 24 hour a day, 365 days a year commitment. Hours of work may therefore be unsociable and require cover over Weekends, Christmas and other Public Holidays.</p> <p>This employer does not employ staff to work specific number of hours every week of the year. Staff are employed on full time or part time basis. Full time employment is no less than 36 hours and could be more per week and part time is less than 36 hours per week. Number of hours per week scheduled on the 'Staff Duty Rota' will vary depending on planned annual leave and unplanned staff sickness and other individual circumstances.</p> <p>Employees are expected to work various shifts during the day and night, weekdays and weekends.</p> <p>Your normal hours of work are as scheduled on the 'Staff Duty Rota' each week. The duty rota is available in the nurses' office, staff room and is e-mailed to individual staff members. You will be expected to work additional hours to cover absence due to sickness and annual leave when required. Senior Staff (such as Qualified Nurse (RGNs) / Person in charge, Manager, Deputy Manager, Business Liaison Officer), are required to work such hours as are necessary for the successful execution of their duties. Under no circumstances Qualified Nursing Staff / Person in Charge can leave their post until they hand over their post to another Qualified Nurse.</p> <p>You are required to come in to work 15 minutes early and leave 15 minutes later than the shift time. This is to facilitate handover report from one shift to the next. Your hourly rate takes into account this period and you will be paid for the shift hours the normal rate of pay agreed. If you are late for the commencement of the shift or leave earlier than the end of the shift, quarter of an hour will be deducted for 1 to 15 minutes, half an hour deducted for 16 to 30 minutes late arrival / early departure.</p>

<p>5 (cont.)</p>	<p>NORMAL HOURS OF WORK (cont.)</p>	<p>Three hours will be deducted if you do not work shift allocated to you on the rota without having a good reason such as being ill. Should that be the case employee must ensure that they inform the person in charge as early as possible.</p> <p>Staff are expected to keep their phones switched on and answer a call from the home to cover a shift in case of unplanned absence.</p>																		
<p>6</p>	<p>MAXIMUM WEEKLY WORKING TIME, CONSENT AND WITHDRAWAL OF CONSENT</p>	<p>Article 6 of the Council's Directive of EU (93 104/FC) states that:</p> <table border="1" data-bbox="437 338 1517 1003"> <tr> <td data-bbox="437 338 491 461"></td> <td data-bbox="491 338 568 461"> <p>i)</p> </td> <td data-bbox="568 338 1517 461"> <p>The period of weekly working time is limited by means of law, regulations or administrative provisions or by collective agreement or agreement between the two sides of the industry;</p> </td> </tr> <tr> <td data-bbox="437 461 491 658"> <p>a)</p> </td> <td data-bbox="491 461 568 658"> <p>ii)</p> </td> <td data-bbox="568 461 1517 658"> <p>A limit of 48 hours on average weekly working time (which an individual may voluntarily agree to ignore). Further to the above articles any Employee who wishes to work a number of hours which exceeds the number of hours specified in the article is required to sign the Consensus Declaration displayed below:</p> </td> </tr> <tr> <td data-bbox="437 658 491 748"> <p>b)</p> </td> <td data-bbox="491 658 1099 748"> <p><i>I hereby voluntarily agree to work more than 48 hours per week if so required</i></p> </td> <td data-bbox="1099 658 1517 748"> <p><i>Signature of Employee</i></p> </td> </tr> <tr> <td data-bbox="437 748 491 837"> <p>c)</p> </td> <td data-bbox="491 748 568 837"> <p>i)</p> </td> <td data-bbox="568 748 1517 837"> <p>The Employee may end this Agreement by giving the Company <i>three months</i>' notice in writing.</p> </td> </tr> <tr> <td data-bbox="437 837 491 927"></td> <td data-bbox="491 837 568 927"> <p>ii)</p> </td> <td data-bbox="568 837 1517 927"> <p>For the avoidance of doubt, any notice bringing this Agreement to an end shall not be construed as termination of employment.</p> </td> </tr> <tr> <td data-bbox="437 927 491 1003"></td> <td data-bbox="491 927 568 1003"> <p>iii)</p> </td> <td data-bbox="568 927 1517 1003"> <p>Upon the expiry of the notice period set out in clause (c),(i) the Working Week limit shall apply with immediate effect.</p> </td> </tr> </table> <p><i>The management of Kindcare (UK) Ltd do not recommend, and discourage employees from working more than 48 hour per week due to the nature and purpose of the work which can be physically, emotionally and mentally exhausting.</i></p>		<p>i)</p>	<p>The period of weekly working time is limited by means of law, regulations or administrative provisions or by collective agreement or agreement between the two sides of the industry;</p>	<p>a)</p>	<p>ii)</p>	<p>A limit of 48 hours on average weekly working time (which an individual may voluntarily agree to ignore). Further to the above articles any Employee who wishes to work a number of hours which exceeds the number of hours specified in the article is required to sign the Consensus Declaration displayed below:</p>	<p>b)</p>	<p><i>I hereby voluntarily agree to work more than 48 hours per week if so required</i></p>	<p><i>Signature of Employee</i></p>	<p>c)</p>	<p>i)</p>	<p>The Employee may end this Agreement by giving the Company <i>three months</i>' notice in writing.</p>		<p>ii)</p>	<p>For the avoidance of doubt, any notice bringing this Agreement to an end shall not be construed as termination of employment.</p>		<p>iii)</p>	<p>Upon the expiry of the notice period set out in clause (c),(i) the Working Week limit shall apply with immediate effect.</p>
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<p>7</p>	<p>DBS DISCLOSURE AND CONSENT</p>	<p>Your initial employment is conditional upon the provision of a satisfactory Disclosure and Barring Certificate of a level appropriate to your post. You may be required to undertake to subsequent criminal record checks from time to time during your employment as deemed appropriate by the Company. In the event that such certificate(s) are not supplied your employment with us will be terminated.</p> <p>Criminal Records Bureau (CRB), set up by the Government, as an executive agency of the Home Office will provide Enhanced Disclosure service, which will implement the provision of Part V of the Police Act 1997. The Health and Social Care Act 2008 requires all staff involved in the care of vulnerable people to have enhanced disclosure. Without having satisfactory enhanced disclosure Kindcare (UK) Ltd cannot employ you.</p> <p>The Disclosure service is one off payment of £75.00 paid by the Staff Members. The Employee will be refunded this amount on a sliding scale as in section 19, similar to training. In case where the Employee has not paid £75.00 for the Enhanced Disclosure, then amount on a sliding scale will be deducted from the Employee's final pay if his or hers employment is terminated earlier than 13 months of employment (< 7 months of employment, the full amount of £75.00 will be deducted; = 7 months < 10 months, 70% = £52.50 will be deducted; = 10 months, £43.13 will be deducted; = 12 months, £33.76 will be deducted; = 13 months no amount will be deducted)</p>																		
<p>8</p>	<p>BANK HOLIDAYS</p>	<p>You are expected to work on Bank Holidays as and when required. Employees working Bank Holidays throughout the year will be paid £0.50p per hour in addition to the normal rate, except Christmas Day and New Year's Day when you will be paid double the normal hourly rate.</p>																		
<p>9</p>	<p>HOLIDAY ENTITLEMENT</p>	<p>Your holiday entitlement (including Bank Holidays) is on pro rata basis, as follows:</p>																		

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		<p>The aggregate hours per week entitlement is calculated as an average hours per week worked. The daily rate of holiday pay is then calculated on the average hours per day worked in a seven days week (Monday to Sunday and not five days week, Monday to Friday).</p>										
		<p>Employees may take the full year's holiday allowance before it has been accrued on a pro rata basis. But if they do, they must be aware that if employment with the company is terminated before entitlement has been earned, any such excess holiday pay granted will be deducted from the final pay. If the Employees' final salary payment is insufficient to allow for the whole of any such deduction, you will be required to repay the outstanding amount due to the Employer within one month of termination of your employment and before receiving your P45.</p>										
		<p>Holidays may not be carried forward to subsequent years except in extreme circumstances and then only with the prior written agreement of your Manager. The holiday year runs from 16th March to 15 March of the following year.</p>										
		<p>The booking of any holiday or time off must be strictly in accordance with the Holiday Policy in the staff handbook you have been issued with.</p>										
		<p><i>No longer than 28 days holiday entitlement may be taken at any one time. Only one member of staff will be granted holiday at any one time, subject to variation and at the manager's discretion. Minimum of one-month notice is required and must be approved by your manager. Staff must not book any flights or holidays until the manager has approved his or her holiday request.</i></p>										
10	BREAKS / TEA BREAKS / MEAL TIMES	<p>All Breaks are paid and must be taken in turn by staff on shift to ensure that service users are attended to, always.</p>										
		a)	Staff on duty working six hours shift are entitled to one fifteen minutes break where the Employer provides free hot and cold refreshments and snacks.									
		b)	Staff on duty working more than 10 hours shift are entitled to half an hour meal break where the Employer provides a free meal, in addition to other tea / coffee breaks.									
		c)	Staff on duty working 5 hours are entitled to one ten minutes break.									
		d)	Staff on duty working four hours or less, are not entitled to a break.									

11	SICKNESS / ABSENCE	<p>The Company operates the Government Statutory Sick Pay (SSP) and you will be paid according to the rate governing at the time for a maximum of 13 weeks in any period of twelve months provided that the Employee supplies the Employer with a medical certificate if absent for a period of more than seven consecutive days. Absence of less than seven consecutive days will require the Employee to produce a signed declaration / self – certification that they were not able to attend work due to sickness. SSP is payable until after 28 weeks.</p> <p>You are required to inform the Person in Charge at the earliest reasonable opportunity of any inability to attend for duty. You are also obliged, at the same time, to keep management informed of your date of return to work following any absence.</p> <p>The policy on lateness / absence as detailed in the Staff hand book you have been issued with and sets out the rules governing this area of your employment.</p> <p>It is the home’s policy that following a day’s sickness any shifts scheduled over the next three days may be covered, at the discretion of the manager, thus allowing the employee to fully recuperate and also keeping disruption to the home at a minimum.</p> <p>Frequent and persistent absence may threaten the safe and efficient running of the home. Therefore, employees will attract full disciplinary procedure for any of the following:</p> <table border="1" data-bbox="437 860 1520 1099"> <tr> <td data-bbox="437 860 496 913">a)</td> <td data-bbox="496 860 1520 913">Failure to give reasonable notice for inability to report for duty.</td> </tr> <tr> <td data-bbox="437 913 496 967">b)</td> <td data-bbox="496 913 1520 967">Absence without genuine reason.</td> </tr> <tr> <td data-bbox="437 967 496 1021">c)</td> <td data-bbox="496 967 1520 1021">Frequent absence (<i>i.e. more than once a month</i>).</td> </tr> <tr> <td data-bbox="437 1021 496 1099">d)</td> <td data-bbox="496 1021 1520 1099">Persistent absence / sickness may constitute an employee being unfit for work and therefore, employment may be terminated.</td> </tr> </table>	a)	Failure to give reasonable notice for inability to report for duty.	b)	Absence without genuine reason.	c)	Frequent absence (<i>i.e. more than once a month</i>).	d)	Persistent absence / sickness may constitute an employee being unfit for work and therefore, employment may be terminated.
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12	FITNESS OF EMPLOYEE	<p>An employee should be physically and mentally fit for the purpose of the work which she / he is to perform at the nursing home. By signing this contract is regarded as signed declaration that you are so fit. Persistent absence / sickness may constitute an employee being unfit for work and therefore, employment may be terminated.</p>								
13	MATERNITY LEAVE AND PAY	<p>Employees are entitled to certain maternity rights, as laid down by Statute. The company will honour its obligations in this regard. You are required to inform the Manager or the Deputy Manager, in writing, as soon as you are aware of pregnancy. A risk assessment will be undertaken to enable you and the Manager and / or the Deputy Manager to make adjustments to the number of hours you work, length of shifts and nature of work as reasonable and practicable. You must keep the Manager or the Deputy Manager informed throughout your pregnancy as to your health and wellbeing to re – evaluate your working hours and duties as practicable.</p>								
14	PROBATIONARY PERIOD	<p>The first three months of employment as described in this document shall be a Probationary Period. The length of the Probationary Period will be extended by the amount of any absence from work longer than one week during this period. One-week notice may be given as Termination of Employment during this period by the employer or employee, or the employment may be terminated with no notice from either side.</p> <p>Before the end of the three months Probationary Period the Employee and the Manager will undertake an Appraisal to evaluate the Employee’s work performance, knowledge and skills and determine the areas in which the Employee requires training and support.</p>								

15	RIGHTS OF NOTICE	<p>On completion of the 'Probationary Period' your employment will continue on permanent basis subject to either party giving a minimum notice of one calendar month notice (three months for a Registered Home Manager, Deputy Manager, Kitchen Chef, Facilities Manager), to the other party to terminate this agreement. After one year of continuous employment the period of notice will increase with one week per completed year until a maximum notice entitlement of 12 weeks after 12 years of service.</p> <p>By mutual agreement these notices can be waived by either party. When employment is terminated by the employer payment in lieu of notice may be paid (or a combination of basic salary in lieu and short notice), or to require the Employee to remain away from work during the notice period, whichever may be appropriate. This provision, which is at the Employer's discretion, applies whether notice to terminate the contract is given by the Employee or by the Employer. When the employment is terminated and the Employee does not work the notice period, equivalent pay to the notice period will be deducted from the Employee's final salary. In these circumstances any outstanding holiday entitlement will be used against the notice period.</p> <p>The Employer may terminate this contract without notice or payment in lieu of notice in case in case of gross or persistent misconduct such as to sauce breach of the Employer's disciplinary rules. Employee will be suspended without pay if the Employee is under safeguarding investigation.</p> <p>The Employee will be required to return all company property before your departure. Failure to do so will result in the appropriate amount of monies being deducted from your final pay. In all circumstances on termination of employment final pay will be in the form of company cheque, which will be paid at the end of the current pay period in the normal way. Any payment in lieu of notice will have PAYE, National Insurance contribution and any sums due which may be owed to the Employer deducted at source.</p> <p><i>Following amicable termination of employment references will be provided only by the Registered Manager, in writing and <u>with prior consent</u>. The Employer is not obliged to provide references.</i></p>
16	RETIREMENT	<p>Kindcare (UK) Ltd does not have a retirement age. If an employee wishes to retire, then the employee may give notice to end employment.</p>
17	DUTIES	<p>The Employee is required to conscientiously observe and perform all duties as detailed in the job description including any instructions and directions as may reasonably be asked of you by your Manager. The Employer may revise your job description from time to time. Further the Employee is required to use all proper means within their power to protect and further the reputation and interest of the Company.</p> <p>The Employee may not make any arrangements to engage additional staff or agency staff without approval from the Manager or the Deputy, whereby the aggregate weekly amount of wages paid in connection with the home will be increased. No goods or services will be ordered for the home or in the name of the company without prior authorisation.</p>

18	STAFF MEETINGS	<p>Staff Meetings are very important for both the employee and the company. They are the means by which information is communicated and discussed with the staff to ensure that all concerned are given the opportunity to contribute to the working practices, conditions and smooth running of the home and hence, attendance of staff meetings is mandatory for all staff with no exception, regardless whether they are employed full or part time. Staff meetings are once a month and usually the last Wednesday of the month. Staff are paid for the time during staff meetings. Persistently not attending staff meetings may constitute termination of employment.</p>																		
19	TRAINING	<p>First four shifts are part of the Employee's work based training and induction and as such attract the training rule as detailed in the table below:</p> <p>You are required to attend all mandatory training and / or lecture programmes including fire, health and safety, moving and manual handling, etc. (as detailed by the Department of Health, 'National Minimum Training Standards for Healthcare Support Workers and Adult Social Care'), training and refresher courses. Persistent failure to attend training courses may affect the Employee's competence to carry out his or her duties and may constitute termination of employment.</p> <p>All mandatory training courses are written on the 'Duty Rota' as well as on the training programme and staff that are required to attend training or refresher courses are noted. Staff individual training needs are identified during supervision and appraisal.</p> <p>Training organised by the company is for our mutual benefit. Your training allowance is £250.00 per annum (1st April to 31st March). The company pays for the cost of the training and staff are paid for the training time, provided it is within your training allowance and relevant to your job. For any additional relevant training, the company will pay the cost of the course only.</p> <p>You will be paid for your time for attending training on a pro rota basis as follows:</p> <table border="1" data-bbox="437 1218 1517 1563"> <thead> <tr> <th data-bbox="437 1218 491 1294"></th> <th data-bbox="491 1218 943 1294">EMPLOYMENT TERMINATED SINCE COMPLETION OF INDUCTION / TRAINING</th> <th data-bbox="943 1218 1517 1294">INDUCTION AND TRAINING THAT EMPLOYEES WILL BE PAID</th> </tr> </thead> <tbody> <tr> <td data-bbox="437 1294 491 1352">a)</td> <td data-bbox="491 1294 943 1352">Less than 7 months</td> <td data-bbox="943 1294 1517 1352">Nil (no payment for training or induction)</td> </tr> <tr> <td data-bbox="437 1352 491 1408">b)</td> <td data-bbox="491 1352 943 1408">On completion of 7 months</td> <td data-bbox="943 1352 1517 1408">70%</td> </tr> <tr> <td data-bbox="437 1408 491 1464">c)</td> <td data-bbox="491 1408 943 1464">On completion of 10 months</td> <td data-bbox="943 1408 1517 1464">10%</td> </tr> <tr> <td data-bbox="437 1464 491 1520">d)</td> <td data-bbox="491 1464 943 1520">On completion 12 months</td> <td data-bbox="943 1464 1517 1520">10%</td> </tr> <tr> <td data-bbox="437 1520 491 1563">e)</td> <td data-bbox="491 1520 943 1563">On completion of 13 months</td> <td data-bbox="943 1520 1517 1563">10%</td> </tr> </tbody> </table>		EMPLOYMENT TERMINATED SINCE COMPLETION OF INDUCTION / TRAINING	INDUCTION AND TRAINING THAT EMPLOYEES WILL BE PAID	a)	Less than 7 months	Nil (no payment for training or induction)	b)	On completion of 7 months	70%	c)	On completion of 10 months	10%	d)	On completion 12 months	10%	e)	On completion of 13 months	10%
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20	SAFETY AT WORK	<p>The Health and Safety at Work Act 1974 (HSWA), places requirements on both, the Employer and its Employees. Details of those requirements are contained within the Company's HSWA Policy Statement.</p>																		
21	ACCIDENTS	<p>Any employee having or witnessing an accident whilst on duty is required to report the matter immediately to the Person in charge or the Manager and to ensure that a full and accurate record of the circumstances is detailed in writing in the accident book provided. Complete 'Accidents and Incidents' Policies and Procedures can be found in the staff room, nurses' office and on our website at: www.bendigonursinghome.co.uk</p>																		

22	MAINTENANCE OF STANDARDS	<p>It is the aim of Kindcare to provide care to all service users to a standard of excellence which embraces equality, diversity and human rights in every aspect of the care, treatment and support provided. Putting people first and championing their rights is the home's main ethos. People who use services are empowered by enabling them to become involved in the planning and delivery of their own care, treatment and support.</p> <p>It is of utmost importance that all members of our team are able to convey a caring, compassionate and professional approach.</p> <p>At Bendigo Nursing Home we achieve this by employing safe working practices, promoting core values of care, implementing new and best methods through continuous learning, research and innovation. Therefore, we employ the most suitable and committed applicants and only the best continue to work at the home for years and in some cases decades.</p> <p><i>Persistent failure to maintain the company's high standards may result in termination of employment.</i></p>	
23	COMPANY PROPERTY	a)	<p><i>Items / Objects</i></p> <p>All Company property i.e., ID badge, locker key, all capital equipment (e.g. washing machine(s), dryer(s) dish washer(s) etc.), portable, lifting, pressure relief, etc. equipment (e.g. kettle(s), blender(s) etc.), durable equipment (e.g. crockery, cutlery, linen / bedding, etc.) and all client's property including clothes and any item found in the company's premises are regarded as company property. All such property must be handled with care and respect. The company reserves the right to recover the cost for repairs or replacement of any property that may be damaged, broken or destroyed due to an employee's negligence.</p>
		b)	<p><i>Intellectual Property (IP)</i></p> <p>Intellectual property (IP) is a legal concept which refers to creations of the mind and refers to a variety of intangible assets, such as musical, literary, and artistic works; discoveries and inventions; <i>and words, phrases, symbols, and designs</i>. Common types of intellectual property rights include copyright, trademarks, patents, industrial design rights and in some jurisdictions trade secrets.</p> <p>More specifically: In Kindcare (UK) Ltd intellectual property (IP), extensively but not exhaustively, are regarded the following: logo, letter head, forms (any kind of forms), risk assessments, care plans, staff handbook (containing policies, procedures, job descriptions, etc.), menu, diagrams and charts, recruitment pack, service users' brochure, surveys, and any item that may or may not contain the Kindcare logo, completed or blank, digital or a physical copy.</p>
		b)	<p><i>Intellectual Property (IP) (cont.)</i></p> <p><i>Taking out and / or photocopying any such articles as specified above whether in digital or physical copy form, outside the home's premises and passing those articles to a competitor or a third party may result in termination of employment.</i></p> <p>Employees must refer also to Confidentiality and disclosure information policy and procedure in their staff handbook.</p>
		<p>All items such as, ID badge, key locker and other objects as specified above must be returned in good order on termination of employment. Monies will be deducted from final pay for non-return or damage other than reasonable wear and tear that has occurred.</p>	

24	LOYALTY TO THE COMPANY	<p>Either during or following your employment with this company you should not divulge any information about the company which may be considered to be of a confidential nature particularly in relation to residents' personal, medical or financial business, company finances, transactions or business affairs.</p> <p>You must note that during employment with this company you may not take other employment (part / full time, or paid / unpaid) unless there is a prior arrangement in place and at the Manager's discretion.</p>	
		<p>Following termination of this employment for whatever reason you are not permitted to:</p>	
		a)	<p>Canvass or solicit business, residents or employees from the home / company.</p>
		b)	<p>Solicit and / or seek to employ any person who has been employed by the company at any time during the period of your employment with the company.</p>
		c)	<p>Use the name of the company in connection with your own or any other name which is in any way intended to suggest any connection with the company's business.</p>
25	DISCIPLINARY PROCEDURE AND APPEAL(S)	<p>Failure to conform to the standards of work performance or conduct expected in your employment will render you liable to a disciplinary action. Action taken could result in dismissal. No disciplinary procedure forms part of your contract and the procedure adopted may vary. The Employer reserves the right to suspend an Employee at any time:</p>	
		a)	<p>i) <i>With pay</i>, whilst investigating any disciplinary matter or for health and safety reason, and / or</p>
		ii)	<p><i>Without pay</i> when it is for example a gross misconduct and / or safeguarding investigation.</p>
		<p>A copy of Disciplinary Regulations and Procedure relating to this employment are detailed in the Staff Handbook available on our website at: www.bendigonursinghome.co.uk</p>	
b)	<p>If an Employee is dissatisfied with any disciplinary action taken against him or her, then the Employee should raise the matter in accordance with the Disciplinary Procedure. Please note that the Disciplinary Regulation applies to all employees from day one of the employment. The Disciplinary Procedure only applies to employees who have completed 24 months continuous employment with the company.</p>		
26	GRIEVANCE PROCEDURE	<p>The Employer recognises the importance of dealing quickly and fairly with any grievance the Employee may wish to raise relating to the terms and conditions of employment, or any other matter relating to the employment. This procedure does not form part of the Employee's contract and may vary from time to time.</p>	
		<p>A copy of Grievance Procedure relating to this employment are detailed in the Staff Handbook available on our website at: www.bendigonursinghome.co.uk</p>	

27	WHISTLE BLOWING POLICY	<p>The Employer has a whistleblowing policy and procedure and it is or should occur when <i>a person reports a wrong doing in the 'public interest'</i>. Officially this is called <i>'making a disclosure in the public interest'</i> such as things that a person may think are illegal, or if somebody is neglecting their duty of care to vulnerable people, or somebody's health and safety are in danger.</p> <p><i>Employees should distinguish between having personal grievances with for example the Employer and related to employment, and concerns that are in the public interest.</i></p> <p>A copy of Whistleblowing Policy and Procedure relating to this employment are detailed in the Staff Handbook that you have been issued with.</p>						
28	DATA PROTECTION (GDPR)	<p>The General Data Protection Regulation (GDPR) regulate our use of your personal data. As an employer it is our responsibility to ensure that the personal data we process in relation to you is done so in accordance with the required principles. Any data held shall be processed fairly and lawfully and in accordance with the rights of data subjects.</p> <p>We will process data in line with our privacy notices in relation to both job applicants and employees.. /</p> <p>You have several rights in relation to your data. More information about these rights is available in our GDPR Policy and Procedure on our website at: www.bendigonursinghome.co.uk We commit to ensuring that your rights are upheld in accordance with the law and have appropriate mechanisms for dealing with such.</p> <p>We may ask for your consent for processing certain types of personal data. In these circumstances, you will be fully informed as to the personal data we wish to process and the reason for the processing. You may choose to provide or withhold your consent. Once consent is provided, you are able to withdraw consent at any time.</p> <p>You are required to comply with all company policies and procedures in relation to processing data. Failure to do so may result in disciplinary action up to and including dismissal.</p>						
29	SMOKING / VAPING POLICY	<p>Employees are allowed to smoke / vape during designated break times and in the designated areas only, which is outside the building and not in any other part of the company's premises. Abuse of these rules is against the law and your employment will be terminated immediately.</p>						
30	VARIATION OF CONTRACT	<p>The Employer may amend or vary these terms of employment from time to time and shall notify employees of such amendments or variations by:</p> <table border="1" data-bbox="437 1599 1517 1877"> <tr> <td data-bbox="437 1599 496 1682">a)</td> <td data-bbox="496 1599 1517 1682">Discussing the amendments or variations during staff meeting if the change(s) is / are minor</td> </tr> <tr> <td data-bbox="437 1682 496 1749">b)</td> <td data-bbox="496 1682 1517 1749">Notifying employees in writing if the change(s) is / are more substantial</td> </tr> <tr> <td data-bbox="437 1749 496 1877">c)</td> <td data-bbox="496 1749 1517 1877">Issuing employees with a new version of the contract if the change(s) is / are more fundamental and /or that is / are related to new government or EU legislation, and / or is / are effecting employees in an essential way</td> </tr> </table>	a)	Discussing the amendments or variations during staff meeting if the change(s) is / are minor	b)	Notifying employees in writing if the change(s) is / are more substantial	c)	Issuing employees with a new version of the contract if the change(s) is / are more fundamental and /or that is / are related to new government or EU legislation, and / or is / are effecting employees in an essential way
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c)	Issuing employees with a new version of the contract if the change(s) is / are more fundamental and /or that is / are related to new government or EU legislation, and / or is / are effecting employees in an essential way							
31	THE LAW	<p><i>These terms are governed by the law of England and are subject to the exclusive jurisdiction of the Courts of England.</i></p>						

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**ACCEPTANCE OF
THE TERMS AND
CONDITIONS OF
EMPLOYMENT**

I confirm that I have read and understood the above Terms and Conditions of Employment. I accept the employment on the terms stated above, this contract being in substitution for any previous contracts (whether oral or written) and understandings, if any, with the Employer.

As this post is exempt from the provision of Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975, I hereby undertake to advise my Employer of any criminal offence which I may be convicted of during my employment with them.

Signature of Employee		Date
Full name of Employee		
Signed on behalf of Kindcare (UK) Ltd		
Name of Signatory		Date
Position		