

Creative Inclusion Consultancy Ltd.



Creative Inclusion
LEARNING STUDIO

Statement of Main Terms of Employment for (Insert Employee Name)

Full Time and Part time

Term Time

Statement of Main Terms of Employment

This Statement dated (insert date of issue) sets out the particulars of main terms of employment under which Creative Inclusion Consultancy Ltd. (the employer referred to as 'the Company') whose address is 36 Frederick Street, Sunderland, Tyne and Wear, SR1 1LN employs (insert name of employee) (referred to as 'employee', 'you', 'your' etc.).

Any changes or amendments to these terms will be confirmed in writing within one month of them occurring.

Agreements in Force

There are no collective agreements affecting your terms and conditions of employment.

Job Title

You are employed as (insert job title).

The Company reserves the right to require you to perform other duties from time to time, which may include work in other departments, and it is a condition of your employment that you are prepared to do this.

Commencement Date

Your employment with the Company under this contract (insert 'will commence' or 'commenced') on (insert date this contract starts).

Your period of continuous employment began on (insert continuous service date of employment).

Probationary Period

The first 6 months of your employment are served as a probationary period. During this period your work performance and general suitability will be assessed. Receipt of written confirmation will signify that your probationary period has been successfully passed. However, if your work performance is not up to the required standard, or you are considered to be generally unsuitable, we may either extend your probationary period or terminate your employment at any time.

We reserve the right not to apply our full capability and disciplinary procedures during your probationary period.

For existing employees: There is no probationary period applicable to your employment.

Criminal Records Checks

Your employment with the Company is conditional upon receipt of a satisfactory enhanced DBS certificate.

It will be essential for you to co-operate fully with the application process to obtain future DBS checks, as and when required.

Your ongoing employment in your current role will be subject to the content of the DBS check or basic disclosure certificate, or self-disclosure, being satisfactory to the Company.

The Company will meet the cost of obtaining this check.

DBS Update Service

You have confirmed that you are a subscriber to the DBS Update service which we may use to obtain updated information on your criminal record.

Notification of Criminal Matters

You are required to notify your Manager immediately if you are questioned or arrested by the police or charged, cautioned, or convicted in connection with any criminal matter.

You are also required to notify your Manager immediately if you are suspended from work by any other employer or have any allegations made against you inside or outside of work that could relate to or impact on the safeguarding of children and vulnerable adults.

Permission to Work in the UK

Where you have a time limit on your right to work in the UK and you provided documents to the Company for your initial pre-employment check from List B, the Company will undertake a follow up check. This will either be a manual right to work check or the online right to work check where applicable.

If you have a current or pending application or appeal you must:

- ☐ keep the Company up to date with any current or pending immigration application or appeal;
- ☐ provide the Company with copies of correspondence from the Home Office relating to applications or appeals such as acknowledgement letters or invitations for a Positive Verification Notice;
- ☐ provide the Company with a copy of your Application Registration Card or other such document provided;
- ☐ inform the Company on a regular basis if your application or appeal is not completed.

The Company may also contact the Employer Checking Service regarding your immigration status.

During this process, you may be placed on a period of suspension, during which you are not permitted to work for the Company, pending production of evidence of your permission to work in the UK. This period of suspension will be unpaid.

Ability to Drive

Your employment with the Company is conditional upon you having a valid driving licence appropriate to the vehicle concerned. You will be required to comply with the Company's driving licence check process as and when requested, to enable the Company to check the details of your driver record held by the DVLA.

You must inform the Company immediately if you lose your licence, have a medical condition, are taking medication that may affect your ability to drive, or of any other reason affecting your ability to drive.

Place of Work

Your normal place of work is at the address above. However, you are required to travel to and work at various locations and sites as determined by the needs of the business.

Working Abroad

You may be required on occasions to work outside of the United Kingdom, in which event further information will be given to you at the time.

Pay

Your salary will be paid at the rate of £..... per annum by BACS at monthly intervals in advance or arrears on the 15th of each month.

Your salary is calculated on the basis that you ordinarily work 39 weeks per annum, during term-time only and it includes your annual holiday entitlement. The payment of your salary is divided into 12 equal monthly instalments.

Where overtime is worked, you will be paid in accordance with those provisions set out under Hours of Work.

The Company has the right to deduct from your pay, or otherwise to require repayment by other means, any sum which you owe to the Company including, without limitation, any overpayment of pay or expenses, loans made to you by the Company, or any other item identified in this Statement and/or the Employee Handbook as being repayable by you to the Company.

If you are prevented from attending your place of work and/or performing your job duties because of Police bail conditions, or because of an order or direction given by a court or relevant regulatory body, the duration of any such period will be without pay.

The Company will always ensure its compliance with the law on the National Minimum Wage and the National Living Wage.

Hours of Work

Your normal hours of work are 8.30am to 4.30pm, Monday to Friday. These hours are not variable. These hours are on a term time basis, over 39 weeks of the year. Term dates will be confirmed in advance of each academic year.

You will be given a 20-minute rest break where your working hours in that day are more than six. The exact time of your rest break will be notified to you by your manager.

You are not required to work overtime; however, you may wish to make yourself available to work additional hours outside your normal hours of work as offered from time to time by the business. You perform these hours on a purely voluntary basis. All additional hours must be authorised by Management where payment is due. Where authorised, additional hours will be paid at the rate of your normal rate of pay.

Holiday Entitlement

The holiday year runs from 1st September to 31st August.

Your annual holiday entitlement is 5.6 weeks in the complete holiday year. The procedure to follow for booking holidays is set out in the Employee Handbook.

Your annual leave entitlement is inclusive of all bank and public holiday entitlement.

You will be required to take all your holiday entitlement outside of term dates.

New starters will accrue annual holidays based on 1/12th of the annual entitlement for each month of service in the holiday year.

Payment for holidays will be calculated based on your average rate per hour over the 52 paid weeks immediately prior to the holiday. For this purpose, a “paid week” is a week in relation to which some remuneration was paid to you by the Company.

Payment for bank and public holidays will not be made unless both the working day preceding and following the holiday have been worked except where those days have been authorised.

It is our policy to encourage you to take all your holiday entitlement in the current holiday year. We do not permit holidays to be carried forward and no payment in lieu will be made in respect of untaken holidays other than in the event of termination of your employment.

In the event of termination of employment holiday entitlement will be calculated as 1/12th of the annual entitlement for each completed month of service during that holiday year and any holidays accrued but not taken will be paid for. However, in the event of you having taken any holidays in the current holiday year, which have not been accrued pro-rata, then the appropriate payments will be deducted from your final pay.

We may require you to take any outstanding annual leave entitlement during your notice period.

Where termination of your employment is due to gross misconduct or where the full contractual notice period is not served and worked, any accrued but unused holiday entitlement over and above the statutory minimum holiday entitlement will not be paid.

Other Paid Leave Entitlement

You may take the following types of paid leave subject to any qualifying criteria and notification requirements which may apply:

Maternity, paternity, adoption and shared parental leave with pay in line with statutory entitlements in place from time to time.

i. Parental bereavement leave with pay in line with statutory entitlements in place from time to time.

ii. Eligible employees are entitled to neonatal care leave and pay in line with statutory entitlements in place from time to time.

Company Benefits

In addition to those mentioned elsewhere in this document, your position means you are entitled to the following benefits from the Company:

- Employee Assistance Programme

Details relating to the above benefits are shown separately.

The details included above do not form part of your contract of employment and may be amended or withdrawn at any time.

Training Entitlement

At the commencement of your employment, you will receive training for your specific job, and as your employment progresses your skills may be extended to encompass new job activities within the business. It is a condition of your employment that you participate in any training deemed necessary by us for you to reach the required levels of attainment standards.

You are also required to undertake the following specific training courses on The National College:

- Annual Safeguarding
- PREVENT
- Aces
- GDPR
- Health & Safety
- First Aid
- Fire Safety.

The cost of this mandatory training is subject to an agreement which requires repayment by you to the Company of the cost of the training on a sliding scale in the event of the termination of your employment within a specific time limit after commencing the training.

No further training entitlement is offered by the Company.

Sickness Absence

We appreciate that, from time to time, you may be unable to attend work due to sickness. Payment for periods of absence from work due to any sickness you may have is detailed below. The conditions relating to and the procedure you must follow in the event of periods of absence from work due to sickness are set out in the Employee Handbook.

Sick Pay

Payments for periods of absence due to sickness will be made in accordance with the current Statutory Sick Pay (SSP) scheme where applicable.

Pension

The Company operates a pension scheme that meets the requirements of automatic enrolment and into which you will be enrolled subject to meeting the requirements of the scheme.

Further details (including the right to opt-out) are available from management. If you do opt-out we may periodically enrol you into the scheme as required by legislation, but we will contact you with the details at that time.

Notice

After 1 month's service but during your probationary period you are required to give the Company 1 weeks' notice to terminate your employment.

After the successful completion of your probationary period, you are required to give the Company 1 months' notice to terminate your employment.

You are entitled to receive the following periods of notice from the Company:

- Over 1 month but during your probationary period - 1 week
- After the successful completion of your probationary period but under 5 years' service - 1 month
- Over 5 years' continuous service - 1 week for each complete year of service to a maximum of 12 weeks after 12 years

By mutual agreement, these notice periods may be waived.

The Company has the right to terminate your employment without notice or payment in lieu of notice in the case of gross misconduct.

Disciplinary Rules and Procedure

The Company's rules and the disciplinary procedure are shown in the Employee Handbook. It is your responsibility to familiarise yourself with these.

Appeal Procedure

If you are dissatisfied with any disciplinary decision taken against you, you have the right to appeal which should be sent to Third Party. Further details of the appeal procedure are set out in the Employee Handbook.

Reinstatement and Re-engagement

If you have been dismissed by the Company and you appeal successfully against the Company's decision to dismiss you, the period between the date of the dismissal and the date of your reinstatement or re-engagement will be treated as a period of suspension without pay, except for any period of notice which may have been paid following the dismissal. If you are reinstated to your original job within the Company or re-engaged to a different job within the Company, your continuity of employment with the Company will be preserved.

Grievance Procedure

If you wish to raise any grievance relating to your employment, you should do so with Director. Further details of the grievance procedure are set out in the Employee Handbook.

Exclusion of Third-Party Rights

This Statement does not create any right enforceable by any person not a party to it.

Data Protection

The Company has developed guidelines, which are set out in the Employee Handbook, for the processing of personal data to meet the requirements of current legislation. The Company may change these guidelines at any time at its discretion. The Company will keep personal information on you and disclose such information when required in accordance with the Employee Handbook. The Company's Privacy Notice for Employees contains more information on the types of personal data we keep on you, why we keep it and the lawful basis that applies to our processing activities.

Declaration

I acknowledge receipt of this Statement and confirm that I have read the Statement and the Employee Handbook, which set out the principal rules, policies and procedures relating to my employment.

For the purpose of the application of statutory holiday entitlement under the Working Time Regulations 1998 (as amended), I agree that the holiday section of this Statement will be held to be a "relevant agreement".

I understand that the Employee Handbook is kept in the BrightHR and on the shared OneDrive.

Signed by the Employee:

Name (Print):

Date:

Signed on behalf of the Company:

Name (Print):

Date: