

This is a Contract of Employment between

(1) **NguteDan Care Services Limited**, ("The Company")

and

(2) _____
_____ ("The Employee")

1. COMMENCEMENT OF EMPLOYMENT

Your continuous employment with this company began on _____

Your employment under the terms and conditions of this contract began on _____

2. PROBATIONARY PERIOD

Your employment is subject to a probationary period of twelve weeks in which your performance and conduct will be monitored. During this period, either party can terminate the arrangement on one week's notice. At the end of the probationary period, your performance will be reviewed and if found satisfactory, your appointment will be confirmed.

3. JOB TITLE

You are employed as a **Care Assistant /Support Worker**. However you are expected to undertake on a temporary basis such other duties as are reasonably assigned to you from time to time, irrespective of your job title and status. In the discharge of your duties you will observe and comply with the company Staff Handbook and with all reasonable directions of your supervisor or manager.

4. HOURS OF WORK

Your normal working days are **Monday to Sunday** inclusive. Your normal working hours are **0** hours per week. From time to time you may be required to work different hours to meet the needs of the business and to enable you to perform your duties.

Your normal working hours will vary from week to week to meet the needs of the business. You agree that your average working time may exceed 48 hours for any seven-day period. In signing this contract you agree that your average working time may exceed 48 hours and that this agreement will remain in force indefinitely, unless you give three months notice in writing to the Company to withdraw such agreement.

5. PLACE OF WORK

You will be required to travel to other parts of London and even outside London, in the United Kingdom.

6. PAY

Your rate of pay is £ _____. **per hour** Payments will be made as weekly in arrears by credit transfer direct into your bank or building society account by the last working day of each month.

The Company is entitled at any time during, or upon termination of your employment, to deduct from your salary (and/or any other sums that may be payable to you), any monies owed to the Company by you including but not limited to any overpayment of salary, excess holiday, outstanding loans, the value of any unreturned Company property or advances.

7. MEDICAL HISTORY

You acknowledge that you have disclosed to the Company all and any past or existing medical conditions, which may now, or at any time in the future, affect your ability to perform your duties. If it transpires that you have not disclosed any such conditions, you may, in appropriate circumstances, be liable to dismissal.

The Company reserves the right to require you to undergo a medical examination by a qualified medical practitioner nominated by the Company at the Company's expense.

You consent to this requirement and also to the disclosure of the results of that medical. The Company will treat such results in confidence at all times.

8. NOTICE

After the satisfactory completion of your probationary period, the minimum length of notice to terminate your employment is:

8.1 by you: one month, and;

8.2 by the Company: one month, subject to your right to receive the statutory minimum period of notice (i.e. 1 week per year of service up to a maximum of 12 weeks for 12 years service or more).

The normal retirement age for your position is 65 years old.

10. PENSION

The Company will comply with its obligations to provide you with access to a designated stakeholder pension scheme. If you decide to join such a scheme, the Company will provide a payroll deduction facility for your contributions. The Company will make no contributions. Further details are available from **The Care Manager**.

The Company does not hold an annual contracting out certificate issued under the Pensions Act 1993.

11. GRIEVANCE AND DISCIPLINARY PROCEDURES

The Company's Grievance and Disciplinary Procedures are available from **The Care Manager**. The Company's Disciplinary Procedure does not form part of your contract of employment.

12. CONFIDENTIALITY

You shall not make use of, divulge or communicate to any person (save in the proper performance of your duties under contract) any of the trade secrets or other confidential information relating to the Company or its clients which you may have received or obtained whilst in the service of the Company.

This restriction shall continue to apply after the termination of your employment without limit in point of time but will cease to apply to information ordered to be disclosed by a Court of competent jurisdiction or otherwise required to be disclosed by law.

You must not remove any documents or computer discs or tapes containing any confidential information from the Company's premises at any time without advance authorisation. All such documents, discs or tapes and any copies are the company's property.

13. INTELLECTUAL PROPERTY RIGHTS

You will promptly disclose to the Company and keep confidential all inventions, copyright works, designs or technical know-how conceived or made by you alone or with others in the course of your employment. You will hold all such intellectual property in trust for the Company and will do everything necessary or desirable at the Company's expense to vest the intellectual property fully in the Company and/or to secure patent or other appropriate forms of protection for the intellectual property. Decisions as to the protection or exploitation of any intellectual property will be in the absolute discretion of the Company.

14. DATA PROTECTION

14.1 You agree that personal data (other than sensitive personal data) relating to you and your employment with the Company may, to the extent that it is reasonably necessary in connection with your employment or the business of the Company:

14.1.1 be selected and held (in hard copy and computer readable form) and processed by the Company; and be disclosed or transferred to other employees of the Company;

14.1.2 any other persons as may be reasonably necessary;

14.1.3 and as otherwise required by law.

14.2 You agree that the Company may process sensitive personal data relating to you, including medical details. You agree that the Company may disclose or transfer such sensitive personal data to other persons if it is required or permitted by law to do so.

14.3 You consent to the transfer and disclosure of personal data as set out above shall apply regardless of the country of residence for the person to whom the data is to be transferred.

14.4 Except in relation to the activities to which you are giving your consent to the extent set out above, this does not affect any rights which you have in law in relation to the collection, processing or transfer of personal data relating to you.

15. SMOKING

For the health and safety of all, it is a rule of the Company that you are not permitted to smoke anywhere on the Company's or Client's premises at any time (and whether during normal business hours or not).

Please note that a breach of the Company's smoking rules can constitute an act of Gross Misconduct which could render you liable to dismissal.

16. COLLECTIVE AGREEMENTS

There are no collective agreements, which affect the terms and conditions of your employment.

17. CHANGE OF PERSONAL CIRCUMSTANCES

You shall inform **The Care Manager** of any changes to your personal circumstances, such as change of address and/or telephone number, next of kin, bank or building society details, unspent criminal convictions, loss of driving licence or other relevant licences, etc.

It is expected that you have given all the correct details concerning age, qualifications and grades of examinations passed. Should the Company discover that you have provided any false information in these or any other material respects, you may, in appropriate circumstances, be liable to dismissal by the Company for gross misconduct.

I have read, understood and accept the terms and conditions of employment as detailed in this contract.

(Employee)

Signed: _____ **Print Name:** _____

Date: ____ / ____ / ____

(Employer)

Signed: _____ **Position:** _____

Date: ____ / ____ / ____