**Contract of Employment – Schedule 1 – Individual Terms**

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| **Name and Address of Employee** | XXXX |
| **Start Date of Contract of Employment** | DD/MM/YYYY |
| **Type of Contract** | Homeworking Permanent **OR** Homeworking Fixed Term |
| **Start Date of Continuous Employment** | DD/MM/YYYY |
| **Fixed Term Contract End Date** | DD/MM/YYYY **OR** Not Applicable |
| **Probationary Period** | three **OR** six months |
| **Job Title** | [Insert Job Title] |
| **Job Duties at Home** | While working at home, you are required to: Summary of duties.  While working at home, you must develop a strategy to cope with the potentially conflicting demands of work and family and endeavour to work in an organised and disciplined fashion. |
| **Annual Salary** | £XXXXX per annum **OR** £XXXXX pro rata, which equates to £XXXXX per annum  Your salary will be paid weekly/monthly in advance/arrears |
| **Bonus** | The Employer may, depending upon the Company's performance and your overall performance, pay you a bonus each year. Details of the scheme will be provided to you separately. The payment or otherwise of a bonus will be wholly at the directors' discretion, and there is no contractual entitlement for you to receive a bonus at any time, irrespective of whether bonuses have been paid to you or others on previous occasions. Where a bonus is paid, the amount will also be wholly at the directors’ discretion. |
| **Commission** | The Employer may, depending on your role, pay you a commission based on details provided to you separately. This is not a contractual entitlement. |
| **Normal Place of Work** | Home address  You will not be expected to visit other premises. |
| **Hours of Work** | Your normal paid working hours are [XX] hours per week. Monday to Friday **OR** Monday to Sunday  This includes a paid [XX minute] break.  This excludes an unpaid [XX minute] break.  Those under the age of 18 are entitled to a 30-minute break after working 4.5 hours.  Your working pattern will be agreed with your line manager. |
| **Overtime** | You shall be required to work overtime (in addition to your normal hours) if instructed to by your line manager, you shall be paid at the rate of 1X your hourly salary rate (as calculated by the Employer) per hour of overtime worked (less required deductions). The Employer does not guarantee overtime will be available to you, and you shall not be permitted to work overtime if you withdraw your consent under working time regulations. |
| **Sick Pay** | **COMPANY SICK PAY**  Company Sick Pay = xxx days in any 12-month rolling period or calendar year/financial year after having completed 6/12 continuous months employment with the Employer.  **INCLUDE THESE PARAGRAPHS FOR CSP ONLY**  Subject to proper notification of absence, the satisfactory receipt of either a self-certification note or a medical certificate and having completed XX continuous months/years employment with the Employer, you may be eligible for Company sick pay as below. (This will be pro rata for part-time employees).  Company sick pay includes Statutory Sick Pay; therefore, the maximum of 28 weeks of Statutory Sick Pay applies.  If Company sick pay does not apply, or company sick pay has been exhausted before the maximum 28 weeks of statutory sick pay, then Statutory Sick Pay will apply following receipt of the relevant qualification documentation as per HMRC guidelines. HMRC guidelines will apply regarding entitlement to statutory sick pay during notice periods.  Company sick pay is a benefit, not a contractual right, and therefore is paid at the employer’s discretion. We reserve the right to withhold payment of any Company sick pay if you fail to comply with the correct notification procedure, fail to provide the required documentation, have resolution/disciplinary proceedings pending against you, refuse to attend a medical examination or falsify any sickness. |
| **Basic Annual Leave Entitlement** | XX days per annum, inclusive of public holidays. The holiday year is detailed in the Employee Handbook. Holiday entitlement for part-time employees will be pro rata.  For employees with varying shift patterns, your annual leave will be expressed in hours, and you will be entitled to XX hours inclusive of public holidays.  The Employer exercises a shutdown period over Christmas and New Year. The number of specific days needed to be retained will be briefed at the start of each holiday year. |
| **Benefits** | Details of any applicable benefits will be supplied to you upon commencement of your employment.  ***(For Example,*** *company healthcare; death in service, cycle to work etc.)* |
| **Company Equipment** | You will be entitled to a company mobile phone, laptop, printer, and scanner in order to better perform your duties. |
| **Vehicle Arrangements** | **[Option 1]**  A Company vehicle will be provided for this position. The vehicle is fully expensed for business use only and may not be used for personal use. The use of the vehicle is governed by the conditions set out in the Employee handbook, Company Vehicle Policy, and Expenses Policy with which you are required to comply. The Company reserves the right to withdraw the provision of a Company vehicle at any time.  **[Option 2]**  You will be entitled to a monthly vehicle allowance of £XXX. The business mileage may be reclaimed at the current HMRC rate per mile for the first 10,000 business miles and 25p thereafter.  The vehicle you wish to use for business use must comply with the following:  • Legally compliant (tax, business use insurance and MOT)  • Regularly serviced/ maintained in accordance with the manufacturer’s guidance  • Hardtop vehicles with 4 doors and 4 seats  • Of professional colour Less than seven years old  • Available to complete work when required (where this impacts business needs on more than three occasions within a 12-month period, the Company may review the suitability of the vehicle)  If the vehicle does not comply with any of the above, this will require approval from your line manager. |
| **Notice Period** | The employment may be terminated **by you or us** by giving one weeks’ notice in writing at any time during or at the immediate end of the probationary period or by payment in lieu of notice.  After successful completion of your probationary period, four weeks prior written notice until you have been continuously employed for four full years; and  One additional week’s notice for each completed year of continuous employment up to a maximum of 12 weeks’ notice.  **OR LEGAL MIN**   |  |  |  | | --- | --- | --- | | **Notice given by you** | **Notice given by the company** | | | During Probation, 1 weeks’ notice | | During Probation, 1 weeks’ notice | | 1 month to 2 years - 1 weeks’ notice | | 1 month to 2 years - 1 weeks’ notice | | 2 to 12 years – 1 weeks’ notice for each full year worked up to a maximum of 12 weeks | | 2 to 12 years – 1 weeks’ notice for each full year worked up to a maximum of 12 weeks |   **OR**  XXX weeks prior written notice. |
| **Accommodation** | It is agreed that the Employer shall be liable for paying the rent of £XXX per month on the (PROPERTY ADDRESS) being the property at which you shall reside during the length of your employment. This monthly payment includes Council Tax. Should your employment be terminated for whatever reason, the Employer will not continue to pay the rent on this accommodation. However, it has been initially agreed for a period of 6 months. Please be aware that this is a taxable benefit and will be described on your P60.    **OR**    To better perform your duties at the absolute discretion of the Employer, you shall live at (PROPERTY ADDRESS) being (the “Accommodation”) or any other property as required by the Employer from time to time. You are required to enter into the Licence to Occupy Agreement (supplied together with the Agreement) in respect of the Accommodation. |
| **Resignation from Appointments** | At any time, at the request of the Employer and/or any Group Company, you agree to resign from any directorships, offices, appointments and/or trusteeships which you hold with the Employer and/or any Group Company without claim for compensation and your resignation shall not affect in anyway the continuance of this Agreement. |
| **Terms of Employment** | October 2022 V8 |
| **Company Signature** | **Signed on behalf of** [COMPANY]  **By** [NAME] **as** [ROLE TITLE]  **Signature**:  **Date**: |
| **Confirmation of Receipt and Acceptance** | I acknowledge receipt of and agree to the terms and conditions of employment set out in this contract. By signing this Contract of Employment and accepting a position with [COMPANY], I agree to abide by the Employee Handbook, all Company policies and procedures, HR policies and procedures and other formal business communications. Copies of which are available upon request.  **Signed:**  **Date:** |

**Contract of Employment – General Terms**

This Contract of Employment is made on the date stated within Schedule 1 above between the individual named as the Employee within the Schedule (the "Employee/You") and [EMPLOYER NAME], the “Employer”.

1. **Interpretation**

Your employment with the Employer is governed by the terms and conditions contained in this agreement which is effective from the Start Date as set out in Schedule 1 and which supersedes all other agreements, whether in writing or otherwise. This agreement incorporates the provisions contained in the letter from the Employer offering you employment, the Employee handbook and all company policies and procedures, HR policies and procedures and other formal business communications copies of which are available upon request.

In the event that there is any conflict between the terms of this agreement and the provisions of the Employee handbook, the terms of this agreement shall prevail. The Employer reserves the right (to be exercised reasonably) to amend the terms of this agreement and/or the contents of the Employee Handbook, all company policies and procedures, HR policies and procedures and other formal business communications copies of which are available upon request.

1. **Period of Service**

Subject to the relevant references, DBS checks and Right to Work, your employment with the Employer will begin on the date set out in Schedule 1 and end on the Fixed Term Contract End Date, if applicable. No employment with any previous Employer counts towards your period of continuous employment.

1. **Probation**

The length of your probation period is set out in Schedule 1. You or the Employer may terminate the employment by giving one week's notice in writing at any time during or at the immediate end of the probation period or by payment in lieu of notice. If the Employer deems it appropriate, the probation period may be extended by giving notice to you in writing.

You will only be deemed to have passed your probation when you receive a written confirmation.

1. **Job Title and Duties**

Your Job Title is set out in Schedule 1. Your key duties are set out in your job description, although you may be required to perform any other duties that fall outside your job title or key job duties. You undertake to work to the best of your ability and to use your best endeavours to promote, develop and extend the Employer's business and interests.

1. **Place of Work**

Your normal place of work is set out in Schedule 1. You must carry out work for the Employer in a room or space used only for that purpose, and you must only allow members of your family or third parties who are employed by the Employer to access or use the Employer equipment.

When you are working from home, you must agree not to smoke in the room where the work is carried out.

You are responsible for keeping all documents and information associated with the Employer’s business secure at all times. Specifically, you have a duty to keep all documentation belonging to the Employer under lock and key when not in use or protected with a secure password.

1. **Hours**

Your normal hours of work are specified in Schedule 1. It may be necessary for these normal hours of work to be changed from time to time, on either a temporary or permanent basis, to support business requirements.

You will be expected to work such further hours as deemed reasonably necessary by the Employer and/or as required for the proper performance of your duties; this may include being on call outside normal working hours. You may also be requested to attend training courses, conventions, or other functions outside normal business hours. You are not entitled to overtime payment or time off in lieu of hours worked outside your normal hours unless set out in Schedule 1.

Lunch breaks and other breaks provided to you will not constitute working time. Your manager will arrange meal break times to ensure adequate coverage on-site or in the office at all times.

Persistent lateness or unauthorised absence will result in resolution or disciplinary action, which could include dismissal.

If you work for any other employer whilst employed by the Employer, please inform the Employer in writing of this and how many hours you spend each week undertaking this other employment. You are not permitted to work for another Employer if it conflicts with your employment with the Employer in any way.

By signing these terms and conditions, you agree to opt out of the Working Time Regulations 1998 limitation to weekly working hours and that you may work for more than an average of 48 hours a week. Should you change your mind, you must give the Employer a minimum of 1 month’s written notice to end this agreement.

1. **Salary**

Your salary will be paid as set out in Schedule 1 by direct transfer to your bank/building society account. Your salary will be reviewed annually. A salary review does not, however, guarantee that any increase to salary will be implemented, as any increases to salary are entirely at the Employer's discretion.

The Employer will reimburse you for all expenses wholly, properly, and necessarily incurred by you in performing your duties upon production of all relevant receipts in line with the Employee Handbook, all company policies and procedures, HR policies and procedures and other formal business communications.

1. **Reimbursement of Homeworking Expenses**
   1. **Telephone**

Your line manager will advise you if reimbursement of telephone and internet accounts associated with using your telephone and computer in connection with the Employer’s business is applicable.

The Employer will pay all charges incurred on your work phone on the proviso that the charges were incurred on work-related business.

* 1. **Stationery**

You should obtain receipts for any stationery purchased and items posted in the course of your work.

You can then reclaim the costs from the Employer once a month using the expenses form. You should submit claims as detailed in the Employer’s expenses policy.

1. **Deductions from Salary**

The Employer reserves the right to make deductions from your salary in the following (but not limited to) situations:

* Where they have overpaid you for any reason.
* Where they suffer loss by your failure to follow instructions or exercise due diligence.
* If, through your wilful or negligent actions or omissions, you cause damage to their property, the value of replacement or repair shall be deducted.
* If you leave their employment without giving the required notice, the value of your pay for the notice period will be deducted.
* Where they have suffered a loss because you bind them into any contract without authority (express or implied), the value of any loss will be deducted.
* When you leave your employment with them, they will deduct any overpayments, advances and holiday pay taken in excess of your pro rata allowance.
* Payment in accordance with any study agreements in place.
* Student loan deductions, if applicable.

If your 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 an agreed time period of the date of the termination of your employment.

1. **Pension**

Upon joining, if eligible, you will be automatically enrolled into the Pension scheme, at the prevailing minimum contribution percentage, in line with Workplace Pension requirements. If you are not eligible, you will not be automatically enrolled but may opt-in by contacting the pension provider. Further details will be sent to you upon enrolment.

Membership of the scheme is subject to its rules and may be amended from time to time, and the organisation may replace the scheme with another pension scheme at any time. If you cease to be a scheme member for any reason, the organisation will re-enrol you automatically into a pension scheme as and when required by law.

1. **Sickness and Sick Pay**

If you are absent due to sickness or injury, you must inform your Line Manager of the reason for your absence on the first day and within one hour of your normal start time by telephone. If you do not do this, your absence may be considered unauthorised leave, you may not be paid, and the Employer may start resolution / disciplinary action against you. Please see the Handbook and/or Company policies for further information.

Any statement made by you or on your behalf or any document produced by you relating to your absence from work due to sickness or injury which the Employer reasonably believes to be untrue and/or misleading or to have been falsified will be treated as gross misconduct and may result in your summary dismissal.

You agree to repay the Employer on request such sums as you may receive by way of sick pay if you recover compensation and/or damages from any third party, including the Employer, as a consequence of your suffering illness and/or injury in respect of which the Employer paid sick pay. For the purposes of this clause, you further agree to disclose immediately to the Employer all details relating to the payment of such compensation and/or damages.

If you witness or are involved in an accident at work involving personal injury, whether to you, a colleague, or a member of the public, however minor, you must report all relevant details to your immediate supervisor or manager as soon as possible.

It is a condition of your employment contract that you agree on request by the Employer to undergo medical examinations at the Employer's expense by such doctor or doctors as the Employer shall nominate. You also agree to authorise the doctor or doctors responsible for such examinations to prepare a medical report detailing the results for disclosure to and discussion with the Employer.

1. **Driving Licence**

If your duties involve driving a vehicle, you must always hold a current full UK driving licence. The Employer must keep a copy of your current driving licence. You must immediately tell the Employer if you are summonsed for or convicted of a driving-related offence or if you have a fine for such an offence levied against you.

A conviction for a driving-related offence may affect you continuing to be provided with a vehicle. If you cannot perform your duties without driving a vehicle, it may lead to your dismissal.

1. **Holiday**

Your holiday entitlement is set out in Schedule 1. Your holiday entitlement will be calculated pro-rata if your employment commences or terminates part-way through a holiday year.

Annual leave must only be taken at times agreed with your Line Manager. You must comply with the notice periods in the Holiday Policy. Holidays must be limited to two weeks at any one time except by special arrangement with your Line Manager or a Director.

If you terminate your employment for any reason, you consent to a deduction from your salary equivalent to any holiday taken in excess of accrued entitlement. If your 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 terminating your employment.

Pay in lieu of holiday not taken will not be made except (where appropriate) on termination of employment. On the termination of this agreement (except for termination for one of the reasons given below or if the Employer exercises its option to require you to stay at home), you will be entitled to pay in lieu of accrued but untaken holiday.

With prior written consent, you will be entitled to carry forward any accrued holiday entitlement if approved at the appropriate level.

1. **Health & Safety**

The Employer has a Health & Safety at Work policy under which both you and the Employer have obligations. This policy may be changed as necessary, and any changes will be notified to you. Following such a change, you are obliged to comply with the relevant revised policy. The Employer will therefore take appropriate steps to ensure that:

* all of your equipment and systems of work are safe.
* all articles and substances are safely handled and stored.
* an analysis of your workstation is conducted.
* Information and training on the safe use of equipment, including display screen equipment, is provided to you;
* risk assessments are carried out regarding the work that you will be carrying out.
* You have a duty to ensure, insofar as is reasonably practicable, that you work safely and follow all health and safety instructions issued by the Employer from time to time.

Any breach or non-observance of the Health & Safety at Work policy will constitute a resolution or disciplinary offence and could lead to dismissal.

1. **Visits to Employees’ Home**

The Employer reserves the right to visit you at home at agreed times for work-related purposes, including health and safety matters. It is a condition of this contract that you agree to accept visits from a member of the management team in your home.

Such visits will be for the purposes of:

* Delivering and collecting work.
* Providing a channel for reporting.
* Performance monitoring and feedback.
* General discussions about work-related matters.
* Ensuring health, safety, and security; and or
* Any work-related purposes that the Employer considers appropriate.

1. **Personal Protective Equipment (PPE)**

Where applicable, you will be issued with any necessary PPE upon commencement of employment. This equipment will comply with current Health & Safety legislation. Due to the nature of the business Health and Safety is paramount to the Employer and its clients. Failure to wear your PPE at the required times may result in resolution or disciplinary action being taken against you.

All PPE provided must be returned to the Employer on termination of your employment or when requested. If you lose an item of PPE, the Employer reserves the right to request payment from you through a salary deduction.

1. **Insurance**

You are responsible for checking that all home and contents insurance policies provide adequate cover for the fact that you are working at home.

1. **Mortgage and Rental agreements**

You are responsible for checking applicable mortgage and rental agreements to ensure you are permitted to work from home

1. **Notice**

After successfully completing your probation period, the prior written notice required from you or the Employer to terminate your employment shall be as set out in Schedule 1.

The Employer shall be entitled to dismiss you at any time without notice if you breach your obligations as an employee or cease to be entitled to work in the United Kingdom.

The Employer reserves the right to give you payment in lieu of notice of your basic salary only upon termination of your employment (rather than you work out your notice period). At the Employer's discretion, this provision applies whether you or the Employer give notice to terminate the contract.

1. **Termination**

The Employer shall be entitled to terminate your employment in writing without notice or pay in lieu of notice without prejudice to any rights or claims it may have against you at any time:

* you are guilty of any gross misconduct, for example, dishonesty, gross negligence, or breach of duty, or if you commit any serious breach of a material term of this agreement;
* you are incapable of properly performing your duties;
* you are found to be taking or under the influence of non-prescribed drugs and/or unable properly to perform your duties as a result of drinking alcohol;
* without prior authorisation, you install or copy onto the Employer's computer system(s) or download from or delete from such system(s) any software or otherwise improperly use the Employer's computer hardware or software; or
* you make any statement which may damage the Employer's reputation or act in any way which, in the Employer's opinion, brings or will bring it into disrepute.

1. **Garden Leave**

At its sole discretion, the Employer reserves the right to require employees who have resigned with notice or who have been given notice to terminate their contract by the Employer not to attend their place of work for all or part of the notice period.

If you are placed on garden leave, you will not be allowed to come to work, meaning you must stay away from the workplace during the garden-leave period. If you are placed on garden leave, the Employer reserves the right to:

* confiscate any equipment belonging to them that you may have, typically a laptop, at the start of the garden-leave period.
* require you not to contact customers or contract workers for work-related purposes during the garden-leave period and
* prevent you from having contact with another organisation, typically a competitor, during the garden-leave period.

If you are placed on garden leave, your employment contract will continue until the end of the notice period. This means that, during the garden-leave period, you will:

* continue to receive full pay and benefits (with the exception of benefits that are given to allow you to do your job, such as a work mobile phone or company car and any commission or bonus payments) in the normal way;
* remain bound by all the obligations and restrictions set out in your contract of employment, including any confidentiality clauses and restrictive covenants contained in your contract of employment, save the duty to attend work;
* not be permitted to take up other employment during the garden-leave period; and
* be required to remain available to be contacted by the Employer.

1. **Lay Off and Short time Working.**

If there is a reduction in work (or any other occurrence which affects normal working), the Employer may temporarily lay you off without pay or reduce your working hours and pay proportionately. If you are laid off or put on short-time working due to a temporary cessation of work or any other occurrence which affects normal working, the Employer shall pay the statutory guaranteed payment in accordance with the legislation in force from time to time.

1. **Property and Materials**

The Employer’s policy is that all equipment and materials necessary for you to work from home will be provided to you by the Employer and maintained by them.

It is your responsibility to ensure that proper care is taken of equipment and materials provided by the Employer.

You will be provided with the Employer equipment set out in Schedule 1.

1. **Return of Property**

You shall promptly, whenever requested by the Employer and in any event upon the termination of your employment, deliver up to the Employer all lists of clients or customers, correspondence and all other documents, records, papers, computer disks, videos, CDs, USB etc. and all other property which may have been prepared by you or have come into your possession, custody or control in the course of your employment, and you shall not be entitled to and shall not retain any copies of them. Title to all such material and copyright in all such material created solely or in part by you shall vest in the Employer.

1. **Confidentiality of Information**

You hereby agree that you will at all times, whether or not in the employ of the Employer and except where such information is in the public domain:

* maintain the strictest secrecy with regard to the business affairs of the Employer and its customers, except to the extent that you may be authorised or ordered to disclose them by the board of directors of the Employer, a court of law, any authorised supervisory or enforcement agency (such as the police, a regulatory body given powers under the Financial Services Act or HM Revenue & Customs);
* refrain from revealing or using confidential information regarding systems and programme design and data for personal gain;
* use computer equipment and access the internet only when authorised to do so and only for official employer business, as unauthorised usage could result in damage to the equipment and loss of stored data.

You understand that any breach of this agreement could result in the Employer's sensitive and confidential data being disclosed to competitors or other interested parties, and any such conduct on your part may render you liable to summary dismissal under the resolution or disciplinary procedure.

Nothing in this agreement prevents you from making a protected disclosure within the meaning of s.43A of the Employment Rights Act 1996; reporting misconduct or a breach of any regulatory requirements to an appropriate regulator; reporting an offence to a law enforcement agency; and cooperating with a criminal investigation or prosecution.

1. **Restrictions** ***[PLEASE SELECT & DEFINE APPROPRIATE RESTRICTIONS FOR CLIENT MASTER CONTRACT DEPENDANT ON CLIENT & NATURE OF BUSINESS – (these should NOT be “employee” specific restrictions]***
   1. **Non-Solicitation**

You agree that for six months after terminating your employment, you shall not solicit custom, directly or indirectly, from any Employer customer with whom you had contact and to whom you provided services during the six months prior to the termination of your employment. For the purposes of this clause, such a customer is defined as [XXX].

* 1. **Non-Dealing**

You agree that you shall not, for a period of six months after termination of your employment, supply, directly or indirectly, any goods or services to customers of the Employer with whom you had contact and to whom you provided services during the last six months prior to the termination of your employment, whether solicited by you or not. For the purposes of this clause, such a customer is defined as [XXX].

* 1. **Non-Competition**

You undertake not to compete directly or indirectly, whether as director, shareholder, Employee, consultant, proprietor, or agent or in any other capacity, with that part of the Employer's business with which you were involved as an employee in the six months prior to the termination of your employment or to take on employment with one of the named competitors below for a period of six months after termination of your employment. That business is defined as [XXXX], and the named competitors are [XXX].

* 1. **Non-Poaching**

You agree that you shall not, for a period of 6 months after termination of your employment, whether as principal or agent or Employer or otherwise, whether directly or indirectly, recruit or try to recruit any person as an employee or consultant or in some other capacity if that person was at any time during the last six months of your employment employed by the Employer and you had regular contact with him/her through your employment with the Employer, or within a 10-mile geographical radius of the company address without written consent from the Employer.

Each sub-clause of this clause shall be construed as a separate clause. Where any sub-clause or other provision of this agreement is held void or unlawful or unenforceable in any respect, then such sub-clause shall be severed from this agreement without prejudice to the validity or enforcement of the other sub-clauses of this agreement and without modifying such other sub-clauses.

1. **Intellectual Property**

"Intellectual Property Rights" means patents, copyright, database rights, registered and unregistered design rights, trademarks, utility models, plant variety rights and other intellectual property rights throughout the world, applications for registration of any of the same, confidential information and know-how, whether in all cases registered or unregistered.

You may make or create Intellectual Property Rights in the course of your duties and have a special obligation to further the interest of the Employer's business in this respect.

Where you make or create any Intellectual Property Rights that may benefit the Employer, you shall inform the Employer forthwith in writing, and such Rights shall be owned absolutely by the Employer as far as the law allows. You shall enter into all documents and do all things necessary to ensure such ownership. You waive all moral rights therein.

You irrevocably authorise the Employer to appoint a person to execute any documents and do everything necessary to affect your obligations under this clause.

1. **Resolution/Disciplinary and Grievance Procedures**

Your attention is drawn to the resolution/disciplinary and grievance procedures applicable to your employment, which are set out in the Employee Handbook and/or HR policies and procedures. These procedures are non-contractual and do not form part of your terms and conditions. You have the right to appeal any resolution / disciplinary action or grievance decision.

The Employer reserves the right to suspend you on full pay for a reasonable period of time in order to investigate any allegation of misconduct or other resolution matter. During such a period of suspension, the Employer may require you to stay away from your workplace and not undertake any of your duties. The suspension takes place in order to allow us to conduct a thorough and fair investigation, and it does not constitute disciplinary action or imply any assumption that you are guilty of any misconduct.

1. **Rules, Policies and Procedures**

As a condition of your employment, you are subject to and required to conform with all and/or any rules, regulations, and protocols applicable to employees of the Employer that may, from time to time, be in force. You must also become thoroughly acquainted with those rules and regulations relevant to your work.

1. **Data Protection**

By signing this Agreement, you hereby agree that you will at all times, whether or not in the employment of the Employer, comply with the confidentiality obligations in this Agreement, which for the avoidance of doubt includes an obligation to keep any personal data that you become aware of in the course of your employment with the Employer, entirely confidential.

You hereby also confirm that you have read and understood the Employer’s Privacy Policy, GDPR Compliance Statement, Employee Handbook and/or HR policies and procedures (collectively known as the Employer’s ‘Data Protection Policies') and understand your obligations as an Employee. Furthermore, you confirm that you will familiarise yourself with any updated policies subsequently brought to your attention during your employment.

The Employee understands that any breach of Data Protection Policies or Data Protection Legislation, including but not limited to breaches of GDPR, will be treated as gross misconduct and may result in disciplinary action in line with the Resolution & Disciplinary Policy, including summary dismissal.

1. **Warranty**

You warrant that you are not bound by nor subject to any court order, arrangement, obligation (express or implied), restriction or undertaking (contractual or otherwise) that prohibits or restricts you from entering into this Contract of Employment.

You undertake to indemnify the Employer and/or any Group Company against any claims, costs, damages, liabilities and/or expenses which the Employer and/or any Group Company may incur as a result of any claim that you are in breach of any order, arrangement, obligation, restriction or undertaking.

You warrant that you are entitled to work in the United Kingdom for the Employer and will notify the Employer immediately if you cease to be so entitled during your employment.

You warrant that you have declared all previous convictions and have not previously been reported for or been subject to investigation for bribery-related offences, including, without limitation, offences under the Bribery Act 2010.

1. **Variation to Terms**

From time to time, additions and/or changes may be made to the terms and conditions of your employment and to the rules and regulations of the Employer where such variation is in the interests of improving the efficiency of the Employer’s business. All such changes will be notified in writing to you personally, giving one month's notice; this may be by email.

1. **Severability**

It is hereby declared that the foregoing paragraphs, sub-paragraphs, and clauses of this Agreement shall be read and construed independently of each other. Should any part of this Agreement or its paragraphs, sub-paragraphs or clauses be found invalid, it shall not affect the remaining paragraphs, sub-paragraphs, and clauses.

1. **Collective Agreements**

No collective agreements affect the terms and conditions of your employment.

1. **Governance**

This agreement shall be governed and interpreted by English law, and the parties submit to the jurisdiction of England, Wales, and Scotland courts.