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EMPLOYMENT CONTRACT

[Company name] | [Company address]

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

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| --- | --- |
| **Name of Employee** | XXXX |
| **Address of Employee** | XXXX |
| **Start Date of Contract Employment** | DD/MM/YYYY |
| **Type of Contract** | Fixed Term OR Permanent |
| **Start Date of Continuous Employment** | DD/MM/YYYY |
| **Fixed Term Contract End Date** | DD/MM/YYYY **OR** Delete row entirely |
| **Probationary Period** | three **OR** six months |
| **Job Title** | [Insert Job Title] |
| **Annual Salary** | £XXXXX per annum **OR** £XXXXX pro rata, which equates to £XXXXX per annum  Your salary will be paid monthly in arrears |
| **Normal Place of Work** | The principal office of Bradford Literature Festival (Culture Squared CIC) based at DO.08 Horton Building, University of Bradford, Richmond Road, Bradford, BD7 1DP but you are expected to attend other company offices, premises or other meeting venues when requested to do so. |
| **Hours of Work** | Your normal paid hours are XX hours per week - Monday to Friday.  This includes a paid 30-minute break.  Your working pattern will be agreed with your line manager.  Those under the age of 18 are entitled to a 30-minute break after working 4.5 hours.  You may be required to work different hours as arranged from time to time depending on the needs of the business. During peak times of the year, start and finish times will be variable and will depend on the requirements of the festival. During the festival period you will be expected to work evenings and weekends as required. |
| **Sick Pay** | **COMPANY SICK PAY**  Company Sick Pay = 5 days in any 12-month rolling period or calendar year/financial year  Subject to proper notification of absence, the satisfactory receipt of either a self-certification note or a medical certificate, you may be eligible to Company sick pay as below. (This will be pro rata for part-time employees).  Company Sick Pay is inclusive of Statutory Sick Pay, and therefore the maximum 28 weeks 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 and not a contractual right and therefore is paid at the discretion of the Employer. 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** | 33 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.  The holiday year runs from 1st August to 31st July.  You will be able to carry over up to 5 days of annual leave  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** | * Discounted onsite gym membership. * Discounted onsite parking.   Full details will be supplied to you upon commencement of your employment. |
| **Company Equipment** | You may be entitled to a company laptop, in order to better perform your duties |
| **Notice Period**  **1 month =1 week**  **3 month/6 month= 1 month please delete when writing** | The employment may be terminated **by you or us** by giving one weeks’/1 months’ 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, [one/three/six] month’s prior written notice until you have been continuously employed for four full years; [insert “or” here if only one month’s notice]  [One additional week’s notice for each completed year of continuous employment from 4 years service up to a maximum of 12 weeks’ notice (the statutory notice entitlement).]\*  \*delete above is notice is three or six months |
| **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** | August 2023 V7 |
| **Company Signature** | **Signed on behalf of** Bradford Literature Festival (Culture Squared CIC)  **By** Syima Aslam **as** CEO & Artistic Director  A drawing of a tree  Description automatically generated with low confidence  **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 and the Employee Handbook which is available upon request. By signing this Contract of Employment and therefore accepting a position with Bradford Literature Festival (Culture Squared CIC) the “Employer.”  Bradford Literature Festival I agree to abide by all Company policies and procedures, as outlined within the Employee Handbook and other formal business communications.  **Signature**:  **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 Bradford Literature Festival (Culture Squared CIC) 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 and the Employee handbook, which is non-contractual, a copy of which is 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.

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 will 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 and notice period of your Probationary Period is set out in Schedule 1. The employment may be terminated by you or the Employer by giving notice (Schedule 1) in writing at any time during or at the immediate end of the probationary period or by payment in lieu of notice. If the Employer deems it appropriate the probationary period may be extended by giving notice to you in writing.

You will only be deemed to have passed your probation when you have received confirmation in writing.

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. **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. Meal break times will be arranged by your manager 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 you are employed by the Employer, please inform the Employer in writing of this, as well as 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 from the Working Time Regulations 1998 limitation to weekly working hours and you agree that you may work for more than an average of 48 hours a week. Should you change your mind, you need to give the Employer a minimum of 1 months notice in writing 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 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 the performance of your duties, upon production of all relevant receipts in line with the Employee Handbook.

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 by reason of you binding 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 as 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 member of the scheme 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 on account of 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 Employee Handbook 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 sick pay was paid by the Employer and you further agree for the purposes of this clause to disclose immediately to the Employer all details relating to the payment of such compensation and/or damages.

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

1. **Driving Licence**

If your duties involve driving a vehicle you must at all times hold a current full UK driving licence. A copy of your current driving licence must be held by the Employer. 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 have an effect on you continuing to be provided with a vehicle and may lead to your dismissal if you cannot perform your duties without driving a vehicle.

1. **Holiday**

Your holiday entitlement is set out in Schedule 1. If your employment commences or terminates part way through a holiday year, your entitlement to holiday during that year will be calculated on a pro rata basis.

Annual Leave must only be taken at times that have been agreed with your Line Manager. You must comply with the notice periods as set out in the Employee Handbook. Holidays must be limited to two weeks at any one time except by special arrangement with your Line Manager or a Director.

In the event of the termination of your employment for any reason, you consent to a deduction being made 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 the termination of 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.

You will not, without prior written consent, be entitled to carry forward any accrued holiday entitlement unless approved at the appropriate level in accordance with the Employee Handbook.

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 the you; and
* risk assessments are carried out in respect of the work that you will be carrying out.
* you have a duty to ensure, insofar as is reasonably practicable, that you work in a safe manner 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. **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 of paramount importance 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 deduction of salary.

1. **Notice**

After successful completion of your probationary 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 commit a serious breach of your obligations as an employee, or if you 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). This provision, which is at the employer's discretion, applies whether notice to terminate the Contract is given by you or by the Employer.

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 if at any time:

* you are guilty of any type of 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 authority, 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 reputation of the Employer or act in any way which in the Employer's opinion brings or will bring it into disrepute.

1. **Garden Leave**

The Employer reserves the right, at its sole discretion, 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 that 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 have any contact with customers or contract workers for work-related purposes during the garden-leave period; and
* prevent you from having any contact with another organisation, typically a competitor, during the garden-leave period.

If you are placed on garden leave, your contract of employment will continue in force 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 your pay proportionately. In the event that 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 statutory guaranteed payment in accordance with legislation in force from time to time.

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 this organisation and except where such information is in the public domain:

* maintain the strictest secrecy with regard to the business affairs of the organisation and its customers, except to the extent that you may be authorised or ordered to disclose them by the board of directors of this organisation, 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 organisation'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.

You cannot defame Culture Squared CIC, your employer, or any Culture Squared CIC sponsors, funders, or partners. While employed with the Company, any defamatory or inappropriate comments about sponsors, funders, or partners and or people who work for them will be considered gross misconduct.

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 co-operating with a criminal investigation or prosecution.

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 be of benefit to the Employer, you shall inform the Employer forthwith in writing and such Rights shall be owned absolutely by the Employer so 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 to do everything necessary to affect your obligations under this clause on your behalf.

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

Your attention is drawn to the resolution/disciplinary and grievance procedures applicable to your employment and which are set out in the Employee Handbook, a copy of which is available upon request. 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 place of work and not to undertake some or any of your duties. 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 and you are also required to 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, fully confidential.

You hereby also confirm that you have read and understood the Employer’s Privacy Policy, GDPR Compliance Statement and Employee Handbook (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 that are 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 a matter of 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) which 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 the course of 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 months’ 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**

There are no collective agreements that 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 the courts of England, Wales, and Scotland.