



Terms and Conditions of Employment – Zero Hours

NAME	
DATE	

TERMS AND CONDITIONS OF EMPLOYMENT

BETWEEN

This employment agreement is between:

1. SecureCare Leicester LTD, **(the Company)**, Unit 9, Barshaw Park, Leycroft Road, Leicester, LE4 1ET
2. **Employee Name and address**

IT IS AGREED as follows

1. General

These Terms and Conditions are issued by the Company pursuant to its obligation to provide its employees with a written statement of the main terms and conditions of their employment as required by Section 1 of the Employment Rights Act 1996 and compliant with the Employment Act 2002 and Working Time (Amendment) Regulations 2007 as amended or re-enacted at the relevant time.

2. Job Title and Duties

The Company will employ you as a **JOB TITLE**. You will be required to undertake such duties and responsibilities as may be determined by the Company from time to time. The Company reserves the right to vary your duties and responsibilities at any time and from time to time according to the needs of the Company's business.

3. Place of Work

Your normal place of work will be Unit 9, Barshaw Park, Leycroft Road, Leicester, LE4 1ET unless otherwise agreed by the Company. but you may from time to time be required to travel on the business of the Company.

4. Date of Commencement and Hours of Work

Your employment with the Company started on **DATE**.

Due to the nature of work involved with your role, you will have no standard hours of work.

Due to the nature of your role, there are no set or standard hours of work for you but you will be required to work flexible and fluctuating hours between 6.00am and 6.00pm over a seven day working period as agreed with your Line Manager.

You are not guaranteed a minimum number of hours of work each week and in a particular week you may receive no work at all from the Company. However, the Company will give you advance notice of the hours that you will be required to work in a particular week. You may be required to work additional hours which will be calculated at the end of the month and paid to you at your basic hourly rate.

The business rota may require you to be available for one full weekend and another weekend day within a pay scale month. Payment will only be made for actual hours worked and therefore no payment will be

made for weeks where you are not required to work. Breaks are unpaid and in line with the Working Time Regulation.

Should you work more than six hours consecutively, you are required to take a 20-minute unpaid break. However, in circumstances in which continuity of service is required (such as homecare, sleepovers etc.) and there is no opportunity for rest break entitlement, this is permitted provided that an equivalent compensatory rest break is agreed at the convenience of the employer and the employee.

Employees are entitled to 11 hours of daily consecutive rest. However, this does not apply in relation to shift workers who cannot take a daily rest period between the end of one shift and the start of the next one. In these circumstances, an equivalent compensatory rest period must be agreed at the convenience of the employer and the employee.

If asked to carry out night work (this includes the period between midnight and 5.00 am.), employees have the opportunity to undergo a health assessment for which they will not be charged, prior to commencing night duty assignments. Night duty hours must not exceed 8 hours in 24 hours, and this is averaged over a standard period of 17 weeks.

Where continuity of service or flexibility is required, individual agreements between you and the Company must be reached if night hours are to exceed this limit. In these circumstances an equivalent rest period should be agreed at the convenience of the employer and the employee.

Where variable hours have been worked your holiday pay will be the average earnings of the preceding 12 weeks.

Indicative working week:

Time	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
07:00	DS	DS	DS	DS	DS	WDS	WDS
19:00	DS	DS	DS	DS	DS	WDS	WDS
19:00	NS	NS	NS	NS	WNS	WNS	WNS
07:00	NS	NS	NS	NS	WNS	WNS	WNS

DS – Day Shift

NS – Night Shift

WDS – Weekend Day Shift

WNS – Weekend Night Shift

You are required to complete a weekly timesheet detailing the hours worked. This must be handed in on the Monday each week.

Failure to comply with these procedures or submit as required may result in non-payment of wages. Falsification of working hours may result in disciplinary action.

5. Remuneration, Benefits and Expenses

You will be paid an hourly rate as agreed on your employment, payable in monthly instalments in arrears on or before the last working day of each month for the hours worked that month up to and including that day. Payment will be made by direct credit transfer to a bank or building society account nominated by you.

In addition to your remuneration, you will be reimbursed all reasonable expenses, properly, wholly and exclusively incurred by you and authorised by your line manager in the discharge of your duties under this contract upon production of receipts or other evidence for them as the Company may reasonably require.

The Company is authorised to deduct any sums due to it from your salary.

6. Probationary Period

The first 6 months of your employment will be a probationary period during which time your performance and conduct will be monitored and appraised. The probationary period may be extended at the Company's discretion by up to three months and this is without prejudice to the Company's right to terminate your employment before or on the expiry of your probationary period if you are found for any reason whatsoever to be incapable of carrying out, or otherwise unsuitable for, your job.

At the end of your probationary period, your employment will be reviewed within a reasonable time of its expiry and your probationary period will not be deemed to have been completed until the Company has carried out its review and formally confirmed the position in writing to you.

7. Notice Period

Your employment may be ended by you giving the Company written notice of 1-month. The Company will give you one month's written notice and after five years' service a further one week's notice for each additional complete year of service up to a maximum of 12 weeks' notice.

You are required to give the Company written notice of your intention to leave your employment of 1-month.

If you leave without giving the proper period of notice or leave during your notice period without permission the Company is authorised to deduct any sums due to it from your salary.

8. Garden Leave

The Company reserves the right to ask you not to attend work at any time at its sole discretion. During any period that you are not required to work, you will continue to be employed by the Company and will continue to receive your normal pay and benefits (subject to deduction at source of income tax and applicable national insurance contributions), except that you will not receive any bonus or commission payment that is dependent on work being undertaken or on sales or leads being generated.

You will remain bound by all the terms of your contract of employment, including but not limited to your duties of loyalty, fidelity and confidentiality. You will, therefore, not be entitled, either directly or indirectly, to perform any work or activity, whether paid or unpaid, for any other employer or for yourself until your notice period has expired and your employment is formally terminated and you must not make any preparations to compete with the Company.

You may request a copy of the Company's full 'Garden Leave Policy' for more information on this item.

9. Annual Leave / Holiday

The Company's holiday year is from 1st April to 31st March.

You are entitled to 28 working days holiday in each complete calendar year inclusive of statutory and public holidays. This is calculated pro rata in accordance with agreed accumulated hours.

This entitlement provides for all statutory and public holidays which you may be required to work agreed hours

Any annual leave must be requested using a 'Holiday Request Form' and authorised by your Line Manager before it can be taken.

You must use all your holiday entitlement by the last day of each holiday year and, unless otherwise agreed with your Line Manager.

If your employment is terminated or you should leave the Company, you will be paid in lieu for any accrued and unused days of holiday entitlement for the current holiday year only.

You may request a copy of the Company's full 'Annual Leave / Holiday Policy' for more information on this item.

10. Compassionate Leave and Time off for Family Emergencies

The Company will consider all requests for compassionate leave and time off to deal with family emergencies. If you need to take compassionate leave or time off to deal with a family emergency, you should raise the matter with your line manager and that person will consider your request.

There is no contractual entitlement to remuneration for absences relating to compassionate leave or time off to deal with family emergencies. Any payment will be made at the absolute discretion of the Company.

11. Sick Pay

You are entitled to Statutory Sick Pay ('SSP') during periods of sickness absence. Any payment over and above SSP will be made at the absolute discretion of the Company.

Any absence due to sickness must be reported to your Line Manager by telephone as soon as you are unable to carry out the duties of your role.

A self-certification form should be completed for absences of up to seven days. The form will be supplied to you. For periods of sickness of more than seven consecutive days, including weekends, you will be required to obtain a Statement of Fitness for Work ('Fit Note') / Medical Certificate and send this to your Line Manager. A new Fit Note / Medical Certificate should be sent periodically as required by the Company.

You may request a copy of the Company's full 'Sickness and Unauthorised Leave Policy' for more information on this item.

12. Disability

Should you have or develop a condition that could be described as a disability you have a duty to inform us so that we may undertake any reasonable adjustment necessary. Such information will be treated in strictest confidence and you will not be subjected to any form of discrimination because of your disclosure.

13. Pension

The Company uses the National Employment Savings Trust (NEST) for pension provision and, in compliance with the employer pension duties under the Pensions Act 2008, you will be enrolled as an active member of this scheme (or such other registered pension scheme as may be established by the Company to replace the NEST scheme) from the start of your employment. You will be subject to the rules of the scheme as are in force from time to time and HM Revenue & Customs requirements. Full details of

the NEST scheme, including conditions of eligibility and the rates of contributions, will be sent to you in due course.

If it is the case (due to your age and/or earnings) that you are a non-eligible or entitled worker, you will not automatically be enrolled into the occupational pension scheme. However, your right to opt into a scheme will be provided to you, and if you opt in, at that time full details of the scheme, including the rules, conditions of eligibility and the rates of contributions and benefits, will be sent to you in due course.

You will pay at least the minimum contributions to the NEST scheme as may be set by legislation and/or as may be required by the Company from time to time and the Company will also pay the minimum contributions to the NEST scheme as may be set by legislation and/or as it may designate from time to time. Your contributions to the scheme will be deducted from your salary and paid into the scheme.

14. Non-Compulsory Retirement

The Company does not operate a normal retirement age and therefore you will not be compulsorily retired on reaching a particular age. However, you can choose to voluntarily retire at any time, provided you give the Company the required period of notice of termination of your employment.

15. Restrictions and Confidentiality

You may not, without the prior written consent of the Company, devote any time to any business other than the business of the Company during your normal hours of work unless otherwise agreed by the Company.

You will not at any time either during your employment or afterwards use or divulge to any person, firm or company, except in the proper course of your duties during your employment by the Company, any confidential information identifying or relating to the Company, details of which are not in the public domain.

If you should leave your employment with the Company to work for a competitor (another company delivering the same or similar work type), the Company is entitled to deduct 1 month's full salary from your final salary payment as compensation for fees and costs incurred in your development.

16. Grievance Procedure

The formal grievance procedure policy is available on request. This policy does not form part of your terms and conditions of employment.

17. Disciplinary Procedure

The disciplinary rules applicable to your employment are set out in the attached Disciplinary Rules and Procedure. This policy does not form part of your terms and conditions of employment.

18. Inventions and Intellectual Property

The Company foresees that you may make inventions or create other intellectual property in the course of your duties and consider that in this respect you have a special responsibility to further the interests of the Company.

Any invention, or improvement, design, process, information, copyright work, trademark or trade name or get-up made, created or discovered by you during the continuance of your employment (whether capable of being patented or registered or not and whether or not made or discovered in the course of your employment) in conjunction with or in any way affecting or relating to the business of the Company or capable of being used or adapted for use by the Company or in connection with the Company, shall

forthwith be disclosed to the Company and shall (subject to Section 39 to 43 Patents Act 1977) belong to and be the absolute property of the Company.

You hereby irrevocably and unconditionally waive all rights under Chapter IV Copyright, Designs and Patents Act 1988 in connection with your authorship of any existing or future copyright work in the course of your employment.

19. Health and Safety

You should make yourself familiar with our Health and Safety Policy and your own health and safety duties and responsibilities, as shown separately.

You must not take any action that could threaten the health or safety of yourself, other employees, customers or members of the public.

Protective clothing and other equipment which may be issued for your protection because of the nature of your job must be worn and used at all appropriate times. Failure to do so could be a contravention of your health and safety responsibilities. Once issued, this protective wear/equipment is your responsibility.

You should report all accidents and injuries at work, no matter how minor, to your Line Manager.

You must ensure that you are aware of our fire and evacuation procedures and the action you should take in the event of such an emergency.

20. Smoking

The Company has a strict no smoking policy throughout buildings and its vehicles.

21. Security

The Company may monitor, intercept, read and record your telephone, email and other electronic communications for the purpose of monitoring and recording to establish facts, to establish compliance with regulatory procedures, to prevent or detect crime, to establish appropriate use of the Company's systems, to investigate or detect the unauthorised use of the Company's systems or to ascertain compliance with the Company's practices or procedures. The Employer may also monitor and record communications to check that they are relevant to its business

22. Right of Search

The Company reserves the right to request that you agree to be personally searched and or to permit you and any bags or other property in your possession to be searched at any time if there are reasonable grounds for suspecting that you may be involved in a breach of security, any illegal act, and/or any breach of the Company's policies and procedures.

If you agree to a search, you have the right to be accompanied by a colleague. All personal searches will be carried out by a person of the same gender as the person searched. Any other searches eg. lockers or bags will be carried out by an authorised person of the Company and will be gender non-specific.

You may refuse a request that you be searched. If you refuse, the Company can consider suspending you, excluding you from any of our or our clients' or customers' premises or taking disciplinary action against you.

23. Temporary Suspension

The Company reserves the right to temporarily suspend or adapt your working hours where the needs of the Company's business make this necessary, for example because there is a temporary cessation of or reduction in work or a temporary closure of the workplace.

24. Equal Opportunities

It is the Company's policy to provide employment, training, promotion, transfer, pay, benefits and other terms and conditions of employment without regard to age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race (including colour, nationality and ethnic or national origins), religion or belief, sex and/or sexual orientation unrelated to an individual's ability to perform essential job functions. It is also the Company's policy to conform to all employment standards required by law.

25. Data Protection

The Company is required to tell you about the personal data that we collect about you and what we do with that information, including how we use, store, transfer and secure your personal data. You confirm that you shall at all times comply with all relevant data protection legislation and all obligations imposed on you under the [Company's data protection policy and] privacy notice from time to time in force.

26. Changes to Terms and Conditions of Employment

The Company may amend, vary or terminate the terms and conditions in this document and any such change will be notified to you personally in writing or, when generally applied, by notice.

27. Severability

The various provisions of this Agreement are severable, and if any provision or identifiable part thereof is held to be invalid or unenforceable by any court of competent jurisdiction then such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions or identifiable parts.

28. Governing Law and Jurisdiction

These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales.

29. Right to Work in the UK

Your employment is conditional on your having the right to work in

Signed on behalf of **SecureCare Leicester LTD**

.....
Robert Stevenson
Director

Date:

I agree to the above terms and acknowledge receipt of the information required for a written statement of particulars under the Employment Rights Act 1996 and I undertake to observe the terms and conditions of employment contained therein.

Signature:.....

Name:

Date:.....